drawings, plans and specifications, it shall immediately refer the same to the PPA, whose decision shall be followed.

WITNESS:

19.08 CONTRACTOR agrees and obligates itself to restore to its original condition on its own account, any public road, pavement, streets or open space and/or public or private property which are excavated or in any manner used by the CONTRACTOR in connection with the performance of its obligations under this Contract.

CONTRACTOR:

**BERNARDO A. LANDERO**
Proprietor/Project Manager

19.09 CONTRACTOR agrees and binds itself to hold and save PPA free and harmless from any damage, claims and rights of action by third parties arising out of or by reason of this contract and all injuries that may be suffered by PPA due to the failure, negligence, delay or conduct on the part of the CONTRACTOR and/or its employees in the performance of their obligation under this Contract.

19.10 No final payment of the contract shall be made to the CONTRACTOR without the Certificate of Completion and/or Acceptance from the Office of the City Engineer of the City concerned of the local works to be restored mentioned in paragraph 19.08 hereof, otherwise the cost of restoration shall be made available out of any collectable/receivable by the CONTRACTOR from the PPA.

WITNESS:

**BELTZASAR L. GELLA**
Acting ESD Manager

19.11 Notwithstanding any extra work, change of work or orders made, if any, by the PPA, it is agreed that the same shall be completed within the period herein fixed and provided.

19.12 The CONTRACTOR shall hold the PPA free and harmless from whatever suit and hereby binds and obligates itself to indemnify the PPA for any and all liabilities, losses, damages, judgment, awards, fines, penalties and all expenses, legal or otherwise, of whatever kind and nature, arising from and by reason of this Contract, due to the fault, negligence, act, omission, delay, conduct, breach of trust or non-observance or violation of this Contract or any stipulation and warranty by the CONTRACTOR and/or any of its employees, agents, representatives or sub-contractors.

Philippine Ports Authority:

**ASTERIO C. GALLARDO, JR.**
Acting Port Manager

WITNESS:

## ARTICLE XX

## SPECIAL REPRESENTATION

20.01 The CONTRACTOR hereby represents that all documents it submitted which form integral parts hereof are authentic and duly executed with all the required formalities for the same, and that the facts and/or date contained therein are true and correct. A breach of this representation including all misrepresentation in the documents or suppression of materials facts herein, which if known, could have disqualified the CONTRACTOR such that this contract would not have been made and entered into, gives the PPA the immediate right or recourse to **motu proprio** rescind, abrogate or otherwise terminate the contract without need of judicial action, in accordance with Section 19.04 hereof.

CONTRACTOR:

**BERNARDO A. LANDERO**
Proprietor/Project Manager

20.02 The CONTRACTOR hereby warrants that it has not given nor promised to give any money, gift or any material favor/consideration to any official or employee of the PPA to secure this Contract; that any violation of this warranty shall be sufficient ground for the PPA to revoke or cancel this Contract extra judicially or without need of judicial intervention.

WITNESS:

**BELTZASAR L. GELLA**
Acting ESD Manager

## ARTICLE XXI

## BUDGETARY REQUIREMENT

21.01 The parties hereto hereby adopt and incorporate herein by reference, Letter of Instruction No. 767 dated 16 November 1978 issued by the Office of the President, as implemented by the Letter Circular dated 7 December 1978 of the Department of Budget and Management.

21.02 The Contractor shall bear the cost of notarization of this Contract

Philippine Ports Authority:

**ASTERIO C. GALLARDO, JR.**
Acting Port Manager

**ARTICLE XXII**

**EFFECTIVITY**

22.02 This Contract shall become effective after the same shall have been signed by the Parties hereof.

IN WITNESS WHEREOF, the Parties have hereunto signed this Contract on the date and place first herein above written.

**PHILIPPINE PORTS AUTHORITY**

By:

**ASTERIO C. GALLARDO, JR.**
Acting Port Manager

**LANDROCK CONSTRUCTION**

By:

**BERNARDO A. LANDERO**
Proprietor

**W I T N E S S E S:**

**BELTZASAR L. GELLA**
Acting ESD Manager

JOHN [illegible]
Contractor's Witness

**CERTIFIED FUNDS AVAILABLE :**

**JENETTE G. ARAÑAS**
Sr. Fiscal Examiner/OIC Finance Services Division

WITNESS:

## A C K N O W L E D G E M E N T

REPUBLIC OF THE PHILIPPINES)
C I T Y O F General Santos City ) S.S.

BEFORE ME. A Notary Public for and in the City of _____, Philippines, personally appeared the following persons with their respective Community Tax Certificates, to wit:

CONTRACTOR:
BERNARDO A. LANDERO
Proprietor/Project Manager

| NAME | License No. | Place Issued/Expiry Date |
|---|---|---|
| **ASTERIO C. GALLARDO, JR.** | **Driver's License 02-06-003526** | **Cotabato City/ 2018-02-29** |
| **BERNARDO A. LANDERO** | 2049049603 | GSC - Jan. 19, 2017 |

WITNESS
BELTZASAR L. GELLA
Acting ESD Manager

who are known to me to be the same persons who executed and signed the foregoing instrument and who acknowledged to me that the same is their true and voluntary acts and deeds, and that of the entity which they respectively represent.

This instrument is a Contract/Agreement for the project **Repair and Improvement of 190 L.M. Shore Protection and Steel Fencing at Port of Kalamansig, Kalamansig, Sultan Kudarat** consisting of **twenty Four (24)** pages, including this page where the Acknowledgment is written. Page 1 to 21 and 24 are signed on the left margin thereof and page 22 is signed at the corresponding spaces provided therefore by the Parties and their instrumental witnesses and sealed with my notarial seal.

WITNESS MY HAND AND SEAL this _____day of OCT 1 3 2017, 2013 at General Santos City, Philippines.

Philippine Ports Authority:
ASTERIO C. GALLARDO, JR.
Acting Port Manager

NOTARY PUBLIC

ATTY. ALMA J. GORDOVE-AGAYAN
NOTARY PUBLIC FOR GENERAL SANTOS CITY
UNTIL DECEMBER 31, 2017
ROLL OF ATTORNEYS NO. 60802
PTR: GS NO. 7189960; 01/03/2017
IBP NO. 1053940; 01/03/2017
TIN: 931-030-623
MCLE COMPLIANCE NO. V-0009698/08/17/15

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