

19.06 The **PPA** has the right to require the **CONTRACTOR** to supply and provide the required tools, materials, supplies, equipment, facilities, and to increase the number of workers assigned to the work when exigencies of the service so require. Should the **CONTRACTOR** fail, refuse or neglect to comply with the same, **PPA** shall have the option to take over the project in whole or in part or award the same to another **CONTRACTOR** through negotiated contract at the current valuation price. Any increase in cost which the **PPA** may incur as a result of its take-over of the project pursuant to Sections 19.04, 19.05 and 19.06 shall be borne by and charged to the **CONTRACTOR**.

19.07 The **CONTRACTOR** shall provide and do everything necessary to perform its obligations under this Contract according to the true intent and meaning of all the Contract Documents taken together, whether the same may or may not be shown or described particularly in the drawings, plans and specifications provided that the same can be inferred therefrom. Should the **CONTRACTOR** find discrepancy in the drawings, plans and specifications, it shall immediately refer the same to the **PPA**, whose decision shall be followed.

19.08 The **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.

19.09 The **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 obligations 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 PPA-PMO NCR NORTH concerned of the local works to be restored mentioned in Section 19.08 hereof, otherwise the cost of restoration shall be made available out of any collectible/receivable by the **CONTRACTOR** from the **PPA**.

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 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.

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 material facts therein, 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.

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 extrajudicially or without need of judicial intervention.