

4.07 Should the PPA be constrained to resort to court action to enforce or safeguard its rights and interests under this Contract, the CONTRACTOR shall be liable to PPA for attorney's fees in an amount equivalent to twenty percent (20%) of the total sum claimed in the complaint, exclusive of other damages and expenses of litigation. Venue of all court actions in connection with or arising out of this contract shall be laid exclusively in the proper courts in the City of Manila.

4.08 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 data 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 resource to *motu proprio* rescind, abrogate or otherwise terminate the Contract without need of judicial intervention.

4.09 Pursuant to Section 47 of the 2016 Revised IRR of R.A. 9184, the CONTRACTOR further represent that all its officers, directors and controlling stockholders, are not related to by consanguinity or affinity up to third (3<sup>rd</sup>) civil degree to PPA General Manager, or any of its officers or employees having direct access to the concluded bidding.


In any event, it is found that the aforestated representation was violated, PPA has the right to terminate this contract at anytime without the need of judicial action, pursuant to Article 3.08 hereof.

## ARTICLE V EFFECTIVITY

5.01 This Contract shall take effect on July 1, 2018.

IN WITNESS WHEREOF, the parties have hereunto set their hands on the date and place above-written.


**PHILIPPINE PORTS AUTHORITY**  
By:

  
**ROSENDA G. SUMAGAYSAY**  
Port Manager

**DEARJOHN SERVICES, INC.**  
By:

  
**BERNADETTE P. GARIN**  
Finance Manager

Signed in the presence of:

  
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