

CONSTRUCTION CONTRACT

(Ref No._____)

KNOW ALL MEN BY THESE PRESENTS:

This Construction Contract (“Contract”) is entered into by and between:

_____, an organization duly registered and existing under and by virtue of the laws of the Philippines with principal office _____, herein represented by its _____[position]_____, hereinafter referred to as “PRINCIPAL”;

- and –

_____, a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines with principal place of business at ____ (state business address)____, Philippines, herein represented by its ____ (state position)____, hereinafter referred to as the “CONTRACTOR”;

- WITNESSETH: That –

WHEREAS, the PRINCIPAL is undertaking rehabilitation and construction projects in various areas in the Philippines affected by calamities and natural disasters (the “PROJECT”);

WHEREAS, the PRINCIPAL is in need of the services of a competent, responsible and bona fide contractor to undertake the construction of ____ (state small houses/ health center/ community water supply schemes etc.)____ for the PROJECT (the “Construction”);

WHEREAS, the CONTRACTOR represents itself as a competent, responsible and bona fide contractor which is legally permitted under the laws of the Philippines to do business, and duly licensed under a valid and existing Certificate of Accreditation No. ____ (state number)____ issued by the Philippine Contractors Accreditation Board (“PCAB”);

WHEREAS, the CONTRACTOR has offered its service and expertise to perform or complete the Construction for the PRINCIPAL and the latter has accepted the offer of the former;

NOW THEREFORE, for and in consideration of the foregoing premises, PRINCIPAL and CONTRACTOR, hereinafter collectively referred to as the “Parties,” agree to the following terms and conditions:

I.0 DESCRIPTION OF THE JOB, WORK OR SERVICE

I.A SCOPE AND NATURE

The CONTRACTOR shall undertake the Construction for the PRINCIPAL in accordance with the Plans, Technical Specifications, General Conditions and other Contract Documents made a part hereof.

The PROJECT shall consist of all the necessary works for its completion, all in accordance with the design, drawings and BoQ given by the PRINCIPAL in the ITB Document and CONTRACTOR has agreed to implement the work through submission of bid.

The CONTRACTOR shall faithfully and completely furnish the Construction in accordance with the agreed specifications which are clearly defined by the PRINCIPAL. All the necessary labor,

supervision and management, tools, supplies, materials, shall be in strict compliance with the terms and conditions of the **CONTRACT** as well as any and all documents made a part hereof.

The **PRINCIPAL's** appointed project manager (hereinafter "**PROJECT MANAGER**") shall have the authority to act as specified under this **CONTRACT** or as may be specifically delegated by the **PRINCIPAL** from time to time and shall be recognized by the **CONTRACTOR**.

The Construction shall be commenced by the **CONTRACTOR** on the date specified in the Notice to Proceed to be issued by the **PRINCIPAL**

I.B PLACE OF WORK

The **CONTRACTOR** shall provide, perform or complete the PROJECT at (*specify the place where services will be rendered and performed*), including such other places as may be designated by the **PRINCIPAL**.

I.C PERIOD

The **CONTRACTOR** shall commence immediately upon signature of the present **CONTRACT** with all necessary preparatory work and shall complete the Construction called for under this **CONTRACT** within ___(state number of days/months/years in words and figure)___ Calendar Day(s) /Month(s)/Year(s) (Sundays and Legal Holidays included) reckoned from the date of notification by the **CONTRACTOR** of the Notice to Proceed, but not later than ___(state date)___, unless sooner terminated, extended, or renewed by mutual agreement of the parties.

Upon the end of the period, the **CONTRACTOR** shall peacefully leave and vacate the office, building and premises of the **PRINCIPAL** without any delay after obtaining the necessary clearances from the **PRINCIPAL**.

I.D CONTRACT DOCUMENTS

The following documents, which are marked hereto and made integral parts hereof, shall, except as modified by mutual agreement of the **Parties**, form part to this Contract:

- a) The signed form of Construction Contract
- b) The Notification of Award
- c) The completed (as signed and submitted by the contractor) bid and all documents comprising the bid
- d) Approved Drawings
- e) Technical Specifications
- f) The priced Bill of Quantity and Schedules
- g) Detailed Construction Work Schedule
- h) Any other document listed in the bid forming part of the contract

I.E EXPECTED OR DESIRED RESULTS

The **CONTRACTOR** shall provide prompt, efficient, trustworthy, expert, and reliable services, which are the results expected or desired by the **PRINCIPAL** under this **CONTRACT**.

For this purpose, the **CONTRACTOR** shall assign a supervisor to be present physically at the construction area(s) to exercise control and supervision over its workers in accordance with its own pace, work methods, and schedules and to enforce discipline in accordance with its own rules and regulations, free from the control and direction of the **PRINCIPAL** in all matters connected with the performance of the work except as to the results thereof.

In case the **CONTRACTOR** fails or refuses to meet the results expected or desired by the **PRINCIPAL**, the **PRINCIPAL** may, at its option, elect to have the deficiencies removed or have another execute the same, all at the cost of the **CONTRACTOR**.

2.0 COMPLIANCE WITH LABOR STANDARDS AND OCCUPATIONAL HEALTH AND SAFETY, AND ADMINISTRATIVE FEE

The **CONTRACTOR** shall pay its workers their wages including but not limited to the mandated minimum wage, overtime pay, night shift differential pay, rest day pay, premium pay, holiday pay, etc., in accordance with the provisions of the Labor Code, and other employment benefits under other labor laws, and labor-related special laws including social or welfare legislations e.g. SSS, Philhealth, Pag-Ibig, ECC, assuming all obligations and responsibilities appurtenant thereto, including assumption of liabilities. For this purpose, the **CONTRACTOR** hereby authorizes the **PRINCIPAL** to inspect, examine, and copy and reproduce, the employment records of the **CONTRACTOR**'s workers which under existing laws, must be kept and maintained at the main office or branch where the **CONTRACTOR**'s workers are regularly assigned to work.

3.0 WARRANTIES OF THE CONTRACTOR

3.A INDEPENDENT CONTRACTOR

The **CONTRACTOR** warrants and represents that it carries on a business distinct and independent from the business of the **PRINCIPAL**, and undertakes to perform or complete the specific and/or specialized job, work or service on its own account and under its own responsibility according to its own manner and method, and free from the control and direction of the **PRINCIPAL** in all matters connected with the performance of the work except as to the results thereof.

3.B SUBSTANTIAL CAPITAL OR INVESTMENT

The **CONTRACTOR** warrants that it has substantial capital or investment. For avoidance of doubt, this means that the **CONTRACTOR** has adequate resources that are actually and directly used in the performance of its business, or operations. Adequate resources may come in the form of capital stocks and subscribed capitalization in the case of corporations, tools, equipment, implements, machinery, uniforms, protective gear, or safety devices actually used in the performance of the job, work or service contracted out. It likewise includes operating costs, administrative costs such as training and overhead costs, and such expenses as are necessary to enable the **CONTRACTOR** to exercise control, supervision or direction over its employees in all aspects of performing or completing the job, work or service contracted out.

3.C TECHNICAL CAPACITY

The **CONTRACTOR** warrants that it has the expertise and technical know-how, ability, experience and capacity to carry out promptly and efficiently the job, work or services stipulated in this Contract.

The **CONTRACTOR** also warrants that all construction works called for in this Contract shall be carried out in a workmanlike manner and in conformity with sound engineering practices. Any defect directly resulting from the **CONTRACTOR**'s non-compliance with its obligations shall be made good without any expense on the part of the **PRINCIPAL**.

The defect liability period on all work performed on the Construction shall be for 6 (six) months from the acceptance by the **PRINCIPAL** of the certificate of completion of 100% of the Construction. This period shall not prejudice the **PRINCIPAL** as to any and all available rights and remedies afforded to it by governing law(s).

3.D CONTRACTING CAPACITY

The **CONTRACTOR** further warrants and represents that is not a party to any agreement restricting its ability to enter into this Contract, and that its performance of this Contract does not require the consent of any third person or entity.

4.0 PAYMENT

4.A AMOUNT OF CONSIDERATION

The **PRINCIPAL** shall pay the **CONTRACTOR** in consideration of the full and faithful performance and accomplishment of all the obligations specified in Article I above, which the **CONTRACTOR** agreed to undertake, perform and accomplish under this Contract, the contract price of PESOS: (state in words and figures (Php_____)____, Philippine Currency, inclusive of VAT, and withholding tax (the "Total Contract Price"), the manner of payment of which shall be in accordance with Article 4.B. This Total Contract Price is without prejudice to any adjustments resulting from changes initiated or approved on the Construction by the **PRINCIPAL** or any changes recommended by the **CONTRACTOR** and duly approved by the **PRINCIPAL**.

Under no condition shall the Total Contract Price be escalated due to an increase in cost, including but not limited to the cost of labor, fuel, materials, equipment and other consumables during the period of implementation. The Total Contract Price shall include all prerequisites and ancillary services required for the due completion of the Construction, regardless of whether such prerequisites or ancillary services are mentioned in the Contract Documents or not.

4.B MANNER OF PAYMENT

The **PRINCIPAL**, upon written request from the **CONTRACTOR**, shall make advance payment to the **CONTRACTOR** in the amount of PESOS: (state in words and figures(Php_____)____, to be made in (state whether payment is to be made in lump sum or by installments)____ after submission by **CONTRACTOR** of the down payment guarantee bond in Article 5.A. The advance payment shall be repaid by the Contractor by deducting 100% of the total advance amount from the second periodic progress payments to be made to the Contractor.

Progress Payments will be once a month, equivalent to whatever accomplishment the contractor may achieve as shown in the Monthly Physical Progress Report and Statement of Work Accomplished.

Any Progress Payment shall be paid by the **PRINCIPAL** within 15 (fifteen) working days from the receipt of the invoice and both parties signing on progress report. Payments to be made under this **CONTRACT** shall be in the form of cash, demand drafts, checks or other cash equivalents, as may be agreed upon by the **Parties**.

After the whole of the Construction has been completed, the **PROJECT MANAGER** or the **PRINCIPAL's** representative shall certify after inspection and recommend to the **PRINCIPAL** the final acceptance thereof. Within a period of 30 (thirty) days after final acceptance by the **PRINCIPAL**, the **PRINCIPAL** shall pay the **CONTRACTOR** all amounts still due, less a Retention Amount of 5% (five percent) of the total contract value.

The Retention Amount shall be withheld by the **PRINCIPAL** for a period of 6 (six) months from the date the project has been handed over to **PRINCIPAL** and shall be paid to the **CONTRACTOR**, subject to the defect liability period in the last paragraph of Article 3.C above.

The **PRINCIPAL** shall withhold the applicable withholding tax payable on each payment and remit the amount withheld to the Bureau of Internal Revenue (BIR). The **PRINCIPAL** shall furnish the **CONTRACTOR**, within 30 (thirty) working days after demand, a 'Certificate of Final Tax Withheld' or any equivalent BIR form as may be prescribed by proper authorities.

The Documentary Stamp Tax, if any, and any other taxes, fees and charges, arising from this Contract shall be for the account of the **CONTRACTOR**.

4.C WITHHOLDING OF PAYMENT AND APPLICATION

The **PRINCIPAL** is authorized by the **CONTRACTOR** to withhold any payment due the latter and to apply such payment as settlement of an obligation but only to the extent of such lawful claim, demand, debt or obligation, in any or all of the following instances: (i) in case of breach by the **CONTRACTOR** of any of its representation, warranty/ies, obligation/s to the **PRINCIPAL** under this Contract; (ii) when the **CONTRACTOR** owes the **PRINCIPAL** a sum of money; (iii) when there is a lawful claim or demand made against the **PRINCIPAL** which will make or hold the **PRINCIPAL** liable therein; and (iv) analogous causes, or such other causes as may be authorized by existing laws.

4.D PAYMENT OF WAGES AND REMITTANCE FOR SSS/ECC/ PHILHEALTH/ PAG-IBIG CONTRIBUTIONS

The **CONTRACTOR** is solely responsible for payment of salaries, wages, and all other benefits and remunerations, required by and in accordance with existing laws, due to the employees and/or personnel of the **CONTRACTOR**.

The **CONTRACTOR** shall directly remit to the appropriate government agencies the prescribed monthly contributions both its share, and that of its workers without any delay, pursuant to and in accordance with the applicable social and welfare laws, rules and regulations.

The **CONTRACTOR** shall, at all times, stand solely liable and/or responsible for the enforcement of and compliance with all existing laws, rules, and regulation in relation to its employees, particularly with respect to the Labor Code of the Philippines and other Philippine Labor and Social Legislation, and **CONTRACTOR** agrees and binds itself to save, indemnify and hold the **PRINCIPAL** free and harmless from any and all liabilities, and/or claims with respect thereto and/or arising therefrom.

5.0 GUARANTEES AND INSURANCE

5.A ADVANCE PAYMENT BANK GUARANTEE

The **CONTRACTOR** shall, likewise, at its own expense, post a Advance payment Bank Guarantee in an amount equivalent to _____ (*state in words and figures* (Php _____)) (*this could also be a percentage of total contract price*) to guarantee the return of the advance payment made by the **PRINCIPAL** in case the **CONTRACTOR** fails to complete ____ % of the Construction to be delivered by the **CONTRACTOR** to the **PRINCIPAL** prior to the release of the second monthly Progress Payment.

5.B PERFORMANCE SECURITY AND LIABILITY

The **CONTRACTOR** shall, at its own expense, post and furnish the **PRINCIPAL** a performance security in the form of Bank Guarantee amounting to 10% of the Contract Amount (Php _____)) within 3 (three) working days from the issuance of Notification of Award for this Contract. This bank guarantee shall answer for any monetary judgment, order or award due to violation of the prescribed minimum wage, labor standards law and social or welfare legislations. In case the bond is not sufficient, the **CONTRACTOR** shall likewise assume and pay the balance thereof. In no case shall the bond posted be lower than the total contract cost as stipulated in this Contract.

5.C INSURANCE LIABILITY

The **CONTRACTOR** shall also secure and submit to the **PRINCIPAL** a **CONTRACTOR'S** ALL RISK insurance for the Construction in the name of both the **PRINCIPAL** and the **CONTRACTOR** within 15 (fifteen) working days after the signing of this Contract. The same shall be

answerable against all loss or damage to the Construction from any cause whatsoever including any injury or damage caused to third persons or properties. The amount of insurance shall not be less than the total contract cost and shall be in such manner that both parties are covered under the insurance policy during the construction completion and warranty period of the Construction.

6.0 PRE-TERMINATION

A. WITHOUT CAUSE. Either party may terminate this Contract without cause at anytime before the end of the term by giving the other party a written notice of termination at least thirty (30) days before the effectivity thereof.

B. WITH CAUSE. Either party may also terminate this Contract for a valid cause (e.g. breach of contract) without need of court action, effective upon written notice to the other party of such termination with a right to claim damages and indemnity, if any, against the party at fault. In the event of termination on the ground of an intervening "force majeure" (natural disaster, war, etc.) recognized under governing law(s), each of the Party shall bear its own loss.

7.0 EFFECT OF TERMINATION UPON EFFECTIVITY

The **CONTRACTOR** shall immediately stop, cease and desist from further providing and performing, or completing its services to the **PRINCIPAL**, and peacefully vacate the office, building and premises of the **PRINCIPAL** without any delay.

In any event of termination, **CONTRACTOR** shall return to **PRINCIPAL** all property of the **CLIENT** in the possession of the **CONTRACTOR** within seven (7) days from the effectivity of such termination, without need of further demand.

8.0 DELAY AND EXTENSION OF TERM

If the **CONTRACTOR** is prevented or delayed in the execution of the Construction for reasons beyond its control, the **CONTRACTOR** shall apply in writing for an extension of time. The following are considered reasons beyond the control of the **CONTRACTOR**:

- i. Events occurring beyond the reasonable control of the **CONTRACTOR**, as determined by the **PRINCIPAL**.
- ii. Suspension or stoppage ordered by the **PRINCIPAL** or its duly authorized representative other than reasons attributable to the fault of the **CONTRACTOR**.
- iii. Force majeure such as any event or circumstance (whether arising from natural causes, human agency or otherwise) beyond the control of the **CONTRACTOR**, including (but without prejudice to the generality of the foregoing) acts of God, , acts of terrorism, civil commotion, flood, act of any government or authority whether de facto or de jure, or war;

In any of the foregoing cases, period of completion may be extended for such time as will compensate for the time lost due to the aforesaid causes.

It is understood by the parties herein that time is of the essence and therefore, unjustified delays shall entitle the **PRINCIPAL** to exercise any of its rights granted herein or under Philippine law.

9.0 CHANGE ORDERS AND/ OR ADDITIONAL WORKS

The **PRINCIPAL** may, at anytime, by a written order, make deviations and/or alterations on the plans and specifications or require additions to the scope of work required under this Contract. The **CONTRACTOR** agrees to follow all such deviation and/or alterations and the provisions of this Contract shall apply to all such changes with the same force and effect as if they were embodied in the

original plans and specifications. The **CONTRACTOR**, once given such a written change order, shall immediately study the effect of such change order on costs and shall inform the **PRINCIPAL** in writing of any such increase in costs. The **PRINCIPAL** shall conform to such increase in costs in writing prior to **CONTRACTOR** beginning such work.

If any such changes or additions cause an increase or decrease in the amount of work or time required for the performance of this **CONTRACT**, an equivalent adjustment shall be made in the total contract cost to be agreed upon by the **Parties** in writing.

10.0 DISPUTE AND ARBITRATION

In the event of any dispute or action between the parties hereto as to any matter arising out of, or relating to this **CONTRACT** or any stipulations herein, or with respect hereto which cannot be amicably settled by the parties themselves, the issue shall be referred to the Construction Industry Arbitration Commission ("CIAC") located at the 4th Floor Trade and Industry Center, Tordesillas Street, Salcedo Village, Makati City for arbitration under the rules of the CIAC.

The decision, however, of such Commission shall not preclude the parties from ventilating the dispute before the appropriate courts of justice and in such event, the **PRINCIPAL** and **CONTRACTOR** agrees that any court action shall be commenced and tried only and exclusively in the proper courts of _____, to the exclusion of all other courts.

11.0 LIABILITY

The **CONTRACTOR** shall hold the **PRINCIPAL** free and harmless from any claim or demand, or any obligation or liability it may incur in, carrying out this Contract regardless of its nature and source whatsoever.

The **CONTRACTOR** shall further hold the **PRINCIPAL** free and harmless from any claim or demand which may be filed, including any judgment or award obtained, by its workers against the **PRINCIPAL** by reason of their employment, or assignment under this Contract involving but not limited to violation of the Labor Code, and other labor laws, decree, order, rules and regulations, which are now in effect or which may hereafter be enacted, the intent and purpose being to absolve, free and discharge the **PRINCIPAL** absolutely and unconditionally from any and all such claim, or demand.

In case a labor inspection is made at the premises of the **PRINCIPAL** where violations of labor laws, standards and social legislations are found, the **CONTRACTOR** shall defend the **PRINCIPAL** in such complaint or proceeding all at its own expense, further indemnifying the **PRINCIPAL** for any damages including such expenses it may incur therein such as lawyer's fees and litigation expenses, the intent and purpose being to absolve, free and discharge the **PRINCIPAL** absolutely and unconditionally from any and all liability, claim, or demand.

Finally, any and all expenses incurred by the **PRINCIPAL** in prosecuting and/or enforcing a claim against the **CONTRACTOR**, including litigation and attorney's fees, or defending its right or interest under this Contract from the latter or any third person, shall be for the sole and exclusive account of the **CONTRACTOR**, the intent and purpose being to absolve, free and discharge the **PRINCIPAL** absolutely and unconditionally from incurring such expenses.

12.0 INDEMNIFICATION

The **CONTRACTOR** shall be liable and indemnify the **PRINCIPAL** in full for any and all loss, damage or injury to the latter's property, and that of its officers and employees, or to any bodily injury including death of any person, if, upon and after proper investigation by the **PRINCIPAL**, the loss, damage or injury or death was due to the willful or negligent act or omission of its officers, employees

and workers of the **CONTRACTOR**. These acts shall include but not limited to theft, robbery, damage to property, physical injuries, and other felonious and unlawful acts. The liability shall likewise include indemnification for all consequential losses and damages.

13.0 LIQUIDATED DAMAGES

In the event that the **CONTRACTOR** refuses or fails to complete the Construction within the time specified herein or within the validity of extensions that may be granted by the **PRINCIPAL**, if any, the **PRINCIPAL** is hereby authorized to deduct liquidated damages from any amount due or which may hereafter become due to the **CONTRACTOR** as its fee under this Contract.

The liquidated damages shall be equivalent to 0.2% (zero point two percent) of the total contract amount for each calendar day of delay until the Construction is completed.

The payment and acceptance of liquidated damages shall not be construed as a waiver on the part of the **PRINCIPAL** of its rights under this Contract or pertinent law on the matter by reason of the refusal or failure of the **CONTRACTOR** to complete the PROJECT within the time frame specified in the Contract.

14.0 LICENSES/PERMITS/FEES AND COMPLIANCE WITH OTHER LAWS, AND GOVERNMENT POLICIES, RULES AND REGULATIONS

The **CONTRACTOR** warrants that it has all the licenses, clearances, or permits from the appropriate government agencies and local government units e.g. SEC, DTI, DOLE, City Hall, including the private owners/entities where it will operate and is fully compliant with all government laws, decrees, rules and requirements necessary to lawfully operate its business and to provide, perform and complete the job work or services stipulated herein.

The **CONTRACTOR** agrees to adhere to the Behavior Protocols of WORLD VISION's Child Protection Policy and resolves to require the same compliance from its employees and/or personnel. After being provided with the current copy of the Behavior Protocols of WORLD VISION's Child Protection Policy, **CONTRACTOR** undertakes to submit to **PRINCIPAL** a signed confirmation of its adherence thereto.

The **CONTRACTOR** warrants and agrees that it has complied and will comply with all applicable laws. The **CONTRACTOR** agrees to indemnify the **PRINCIPAL** and save the **PRINCIPAL** harmless from any claims, losses, damages, costs and legal expenses (including but not limited to attorneys' fees), resulting from the **CONTRACTOR**'s failure to comply with the foregoing, and in the event of such failure, the **PRINCIPAL** may, in addition to all other rights and remedies the **PRINCIPAL** may have pursuant to this Contract or otherwise in law or in equity, immediately cancel this Contract.

15.0 INTELLECTUAL PROPERTY AND NON-DISCLOSURE

CONTRACTOR agrees and confirms that all materials, reports, information, documentation, inventions or other work products ("Intellectual Properties") which the **CONTRACTOR** may generate in the course and scope of its performance of services under this Contract are the property of the **PRINCIPAL**, and hereby assigns all rights, title and interest in and to such Intellectual Properties to the **PRINCIPAL**. **CONTRACTOR** undertakes to sign a waiver of authorship of final output in favor of the **PRINCIPAL**.

Any other data and information learned or acquired by the **CONTRACTOR** in connection with or relative to the business operations or activities of the **PRINCIPAL**, its trademarks, brand names, trade or business secrets, or processes, accounting and financial records, and security details are considered the exclusive proprietary information of the

PRINCIPAL and shall remain confidential perpetually, and not to be disclosed in any manner to any person not a party to this Contract.

16.0 ASSIGNMENT OF RIGHT AND SUB-CONTRACTING

The **CONTRACTOR** is prohibited from assigning or transferring this Contract, and any interest or rights it may have to another person without the prior written approval of the **PRINCIPAL**.

The **CONTRACTOR** is likewise expressly prohibited and disallowed from sub-contracting the job, work or service covered by this Contract without the prior written approval of the **PRINCIPAL**.

17.0 MISCELLANEOUS PROVISIONS

- i) *Independent Contractor.* The **Parties** accept and agree that they have the relationship of independent contractors. This Contract shall in no event be interpreted as establishing between the **Parties**, any sort of association, company, partnership (implied or otherwise), joint venture, or agency. As such, the **PRINCIPAL** does not authorize the **CONTRACTOR** to act as an agent of **PRINCIPAL** or to make any commitment in the name of the **PRINCIPAL**, to create any obligation or responsibility whatsoever, express or implied, in the name or on behalf of the **PRINCIPAL**, or to suggest that an agency relationship exists between the **CONTRACTOR** and the **PRINCIPAL**. Consequently, no employer-employee relationship or agency likewise exists between the **PRINCIPAL** and the **CONTRACTOR**'s employees.
- ii) *Governing Laws.* This Contract is governed by and is to be construed in accordance with the laws of the Philippines.
- iii) *Notices.* Any notice that is required to be issued by one party to the other shall be issued and sent to each of the **Parties** at their addresses as indicated herein.
- iv) *Headings.* The insertion of headings and the division of this Contract into sections are for convenience only and shall not affect the interpretation hereof.
- v) *Severability.* If any part, term or provision of this Contract shall become invalid or unenforceable, the validity or enforceability of the remaining portions or provisions shall not be affected, and the rights and obligations of the **Parties** shall be construed as if this Contract did not contain the particular invalid or unenforceable part, term or provision.
- vi) *Waivers.* The waiver by either party of any breach of any term, covenant or condition contained herein shall not be deemed a waiver of any other breach of the same or any other term, covenant or condition hereof.
- vii) *Complete Agreement.* This Contract including the attachments hereto constitute the complete agreement of the parties relating to the matters specified in this Contract and supersede all prior and contemporaneous representations or agreements with respect to such matters. No oral modifications or waiver of any of the provisions of this Contract shall be binding on either Party.

IN WITNESS WHEREOF, the **Parties** hereto duly execute this Contract and affix their signatures this ____ day of _____, 201_ at _____.

By:

(Name of PRINCIPAL's representative)
(Position)

(Name of representative)
(Position)

SIGNED IN THE PRESENCE OF:

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)

_____) S.S.

BEFORE ME, a Notary Public for and in the City of _____, this ____ day of _____ 2014, personally appeared the following persons with the following competent identification:

(Name of CONTRACTOR'S Representative) _____ No. _____ (date)
Issued At: _____
ID: (Government issued and unexpired)

(Name of PRINCIPAL'S Representative) _____ No. _____ (date)
Issued At: _____
ID: (Government issued and unexpired)

known to me to be the same persons who executed the foregoing instrument and acknowledged to me that the same is their own free and voluntary acts and deeds and that of the corporations herein represented.

This instrument consists of _____ pages including this page on which the acknowledgment is written and has been signed on the left margin of each page by the parties herein and their witnesses, and sealed with my notarial seal.

WITNESS MY HAND AND NOTARIAL SEAL on the date and at the place hereinabove written.

Notary Public

Doc.No. _____;
Page No. _____;
Book No. _____;
Series of 2015.