





more than ten percent (10%) and that the aggregate of such reductions is not more than fifty percent (50%) of the original performance security.

ARTICLE V

COMPLETION TIME: LIQUIDATED DAMAGES

- 
- 5.01 The CONTRACTOR agrees and obligates itself to perform and complete all works provided for in this Contract within **TWO HUNDRED SEVENTY (270)** calendar days (including Sundays and Holidays), reckoned upon the receipt of the Notice to Proceed issued by PPA. Notice to Proceed shall be issued after this Contract has been signed by the Parties hereof.
- 
- 5.02 Time is of the essence of this Contract. Should the CONTRACTOR refuse or fail to satisfactorily complete the work within the specified contract time, plus any time extension duly granted and is hereby in default under the contract, the CONTRACTOR shall pay the PPA for liquidated damages, and not by way of penalty, an amount as provided in the conditions of the contract, equal to at least one-tenth (1/10) of one (1) percent of the cost of the unperformed portion of the works for every day of delay.
- 5.03 The project or a portion thereof may be deemed usable when it starts to provide the desired benefits as certified by the Engineering Services Division (ESD) of PPA, Port Management Office for SOCSARGEN.
- 5.04 It is understood that the damages herein provided are fixed and agreed liquidated damages and to be entitled to such damages, PPA does not have to prove that it has incurred actual damages. Such amount shall be deducted from any money due or which may become due the CONTRACTOR under the contract and/or collect such liquidated damages from the retention money or other securities posted by the CONTRACTOR, whichever is convenient to PPA.
- 
- 5.05 In case that the delay in the completion of the work exceed a time duration equivalent to ten percent (10%) of the specified contract time plus any time extension duly granted to the CONTRACTOR, PPA may rescind the contract, forfeit the CONTRACTOR's performance security and take over the prosecution of the project or award the same to a qualified contractor through negotiated contract.
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- 5.06 In no case, however, shall the total sum of liquidated damages exceed ten percent (10%) of the total contract price, in which event the contract shall automatically be taken over by PPA or award the same to a qualified contractor through negotiation and the erring CONTRACTOR's performance security shall be forfeited. The amount of the forfeited performance security shall be aside from the amount of the liquidated damages that the CONTRACTOR shall pay PPA under Section 5.02 hereof and impose other appropriate sanctions.

ARTICLE VI

EXTENSION OF CONTRACT TIME

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 extra-judicially or without need of judicial intervention.

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.

ARTICLE XXII

EFFECTIVITY

- 22.01 This Contract shall become effective upon signing of the Parties hereof.

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

PHILIPPINE PORTS AUTHORITY

CONTRACTOR

By:



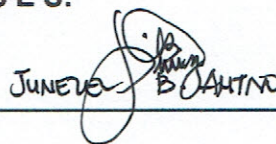
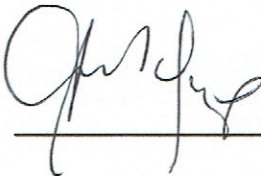
ATTY. CESAR M. DATAYA
Port Manager

By:



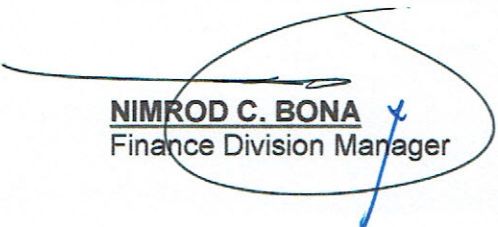
ANGELO I. YU
Proprietor

WITNESSES:



JUNE 1978

CERTIFIED FUNDS AVAILABLE:



NIMROD C. BONA
Finance Division Manager

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
CITY OF GENERAL SANTOS) S.S.

BEFORE ME, A Notary Public for and in the City of General Santos, Philippines, this 10 SEP 2019 day of September 2019 personally appeared the following:

NAME	Identification Card	Number
ATTY. CESAR M. DATA	PPA ID	PPA00702016
ANGELO I. YU	PRC ID	0087112

Known to me to be the same persons who executed and signed the foregoing instrument as:

Position	Company	CTC No.	Date	Place
Port Manager	Philippine Ports Authority	CC1201400886687	2/15/2019	Davao City
Proprietor	AIYU BUILDERS AND ENTERPRISE	21529213	1/09/2019	Dipolog City

The foregoing instrument is a contract agreement for the project **CONSOLIDATED REPAIR AND MAINTENANCE OF PORT PHYSICAL FACILITIES-2019**: 1) REPAINTING OF MAIN AND NORTH GATE, REEFER RACKS, WALKWAYSHED INCLUDING GUARDRAILS, ROAD LANE MARKINGS, AND CONCRETE CURBS; 2) REPAIR OF HARBOR OFFICE ; 3) FABRICATION AND INSTALLATION OF GUARDHOUSE NEAR RORO RAMP AND RENOVATION OF OLD SCALEHOUSE; 4) REPAIR OF COMFORT ROOMS AT HARBOR OFFICE; (5) REPAINTING OF FENDER CHAINS AND ACCESSORIES AND REPLACEMENT OF SHACKLES; (6) FABRICATION OF MOVABLE FENCE; (7) REPAINTING OF PERIMETER FENCE, BARBED WIRE AND ARM EXTENSION; (8) LANDSCAPING OF OLD HARBOR OFFICE GROUNDS, PORT OF GENERAL SANTOS, MAKAR WHARF, GENERAL SANTOS CITY, consisting of nineteen (19) pages, including this page on which this Acknowledgment is written, signed by the parties and their instrumental witnesses on each and every page hereto.

IN WITNESS WHEREOF, I have hereunto affixed my hand and notarial seal on these presents at the place and on the date first above written.

Doc. No. 3986;
Page No. 93;
Book No. 6;
Series of 2019

ATTY. MIRAMIE J. BUYTRAGO
Notary Public/NC No. 027-2018/Until 31-Dec- 2019
For and in the Province of Zamboanga Del Norte,
and the two cities of Dipolog and Dapitan
Roli No. 67651/admitted on 25-May- 2017
IBP Lifetime No. 091542/28-Jul- 2017/Cebu City
PTR No. 1719157/17-Jan- 2019/Dipolog City
MCLE Exempt Pursuant to Board No. 1 S.2008
Quezon Ave, Corner Velasco St, Dipolog City
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office no. (065) 917 5636