

- c. Performance Security;
- d. Notice of Award of Contract dated June 25, 2018 bearing the Contractor's "Conforme" thereto; and
- e. Other pertinent documents as may be required by existing laws and/or of PPA such as:
 - 1. Abstract of Bids;
 - 2. Approved BAC Resolution Recommending Award of the Contract; and
 - 3. Certificate of Availability of Funds (CAF)

1.02 All contract documents are and shall remain as the property of the PPA.

1.03 The words and expressions in this Contract shall have the same meanings respectively assigned to them in the contract documents referred to above.

ARTICLE II JANITORIAL REQUIREMENTS

2.01 The CONTRACTOR shall provide the janitorial requirements specified in the Terms of Reference of the Bid Documents, hereto attached as ANNEX "B".

2.02 PPA reserves the right to increase or decrease the number of janitor as the need arises at anytime during the term of this Contract and the same may be effected by giving the CONTRACTOR fifteen (15) day written notice to that effect, subject to applicable government rules and regulations.

2.03 The CONTRACTOR shall assign janitors who are well-trained, experienced, trustworthy, and having correct discipline for the duty to be performed, physically and mentally fit, and of good moral character.

ARTICLE III OTHER TERMS AND CONDITIONS

3.01 **Consideration** – For and in consideration of the service/s rendered, the PPA agrees to pay the CONTRACTOR the amount not exceeding **ONE MILLION NINE HUNDRED TWENTY THOUSAND PESOS AND 00/100 ONLY (Php1,920,000.00)**, as specifically provided in the billing rates in the Detailed Estimate of Financial Offer (F-Form 2) hereto attached as Annex "C". The rates quoted are based on eight (8) hours work per day per individual and include payment due to the janitor, i.e. basic pay, service incentive leave, 13th month pay, etc.; and to the government, i.e. contributions to Pag-Ibig, SSS, PhilHealth, ECC, etc. including the value added tax of twelve percent (12%). Except as provided for under existing laws, it is hereby expressly agreed upon and understood that the stipulated rates shall not be subject to upward adjustment for any cause or reason.

Payment of the aforesaid consideration shall be subject to the following conditions.

- a. Tardiness, undertime, half-days and absences incurred by the janitor assigned to the PPA shall be deducted accordingly from the monthly billing of the CONTRACTOR.
- b. The payment shall be subject to the CONTRACTOR's presentation of its monthly personnel payroll and affidavit or sworn certification