

maintains administrative control and supervision over its janitor, however, it hereby authorizes the PPA to give direct instructions to the janitor assigned during their term of duty and such exercise of power by the PPA shall not be deemed as relinquishment of power by the CONTRACTOR as the Employer of the said janitors.

3.05 Minimum Number of Janitors and Working Days – The CONTRACTOR shall provide and maintain sixteen (16) uniformed janitors with Company ID Cards properly displayed for easy identification who shall render janitorial services from Monday to Saturday excluding officially declared holidays.

3.06 Removal or Replacement of Personnel – the PPA hereby reserves the right to request the immediate replacement of any of the assigned janitor of the CONTRACTOR who, in its opinion, are found wanting in competency, honesty, and integrity or whose continued stay or service would be prejudicial to the best interest of the PPA.

3.07 Liquidated Damages – Should the CONTRACTOR refuse or fail to satisfactorily comply with its undertaking, and is hereby in default under the Contract, the CONTRACTOR shall be liable for damages for the delay and shall pay the PPA for liquidated damages and not by way of penalty, an amount equivalent to one-tenth (1/10) of one percent (1%) of the cost of unperformed portion thereof, for every day of delay until the same is finally performed/completed and accepted by the PPA.

The damages herein provided are fixed and agreed liquidated damages and to be entitled to such damages, the PPA need not 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 securities or warranties posted by the CONTRACTOR, whichever is convenient to the PPA.

In no case, shall the total sum of liquidated damages exceed ten percent (10%) of the total contract price, in which event the Contract shall automatically be terminated by the PPA and the erring CONTRACTOR's performance security shall be forfeited. The amount of the forfeited performance security shall be set aside from the amount of the liquidated damages that the CONTRACTOR shall pay the PPA and the other appropriate sanctions that may be imposed to the former.

3.08 Cancellation/Termination of Contract – the PPA has the right to terminate or cancel this contract without the need of judicial action, at anytime before its expiration on reasonable grounds, such as, but not limited to: unsatisfactory service and performance or violation of any such terms of this Contract by giving the CONTRACTOR at least fifteen (15) calendar days written notice in advance to that effect, which Notice shall be final and binding on all the parties.

Within thirty (30) days after the termination, cancellation, or rescission of this Contract, the Parties shall settle their respective accountabilities as of the date of termination, cancellation or rescission.

3.09 Warranties – The CONTRACTOR hereby warrants compliance with requirements of Philippine Laws, the Social Security System Law, the Employees Compensation Program, and Wage Orders governing payment to workers of at least the minimum wage, and other laws or decrees pertaining to employer-employee relationship, including the grant of retirement benefits as mandated by existing labor laws to its janitors.