

2.01 PPA hereby engages the CONTRACTOR to provide the former with the manpower requirement as specified in the Terms of Reference, specifically Annex "C" of the said document, which forms part of this contract.

2.02 CONTRACTOR agrees to provide the aforesaid temporary support personnel requirement for a period of three (3) years, from **September 1, 2017** to **August 31, 2020**.

2.03 PPA reserves the right to increase from the original five (5) required utility workers/janitors or decrease the said number of personnel as the need arises at anytime during the term of this contract. The same may be effected by giving the CONTRACTOR fifteen (15) day-written notice to that effect.

2.04 The CONTRACTOR shall assign personnel who possess the required qualifications and experience suitable to the positions as specified in Annex "A" of the Terms of Reference.

2.05 The CONTRACTOR shall fully assume all official and legal responsibilities over all janitors/utility workers assigned to PPA. The CONTRACTOR shall exercise sole administrative control and supervision over the said personnel. As such, the CONTRACTOR shall assign an onsite supervisor to monitor and supervise the performance of the deployed personnel.

**ARTICLE III  
OTHER TERMS AND CONDITIONS**

3.01 **Consideration** – For and in consideration of the service/s rendered, PPA hereby agrees to pay the CONTRACTOR the billing rates as provided in the Financial proposal hereto attached and made an integral part of this contract. The rates quoted are based on eight (8) hours work per day per individual and includes payment due to the personnel. 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 made within ten (10) days from submission of the billing statement including the complete required attachments, subject to the following conditions:

- a. Tardiness, undertime, half days and absences incurred by the personnel assigned to 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 semi-monthly personnel payroll and affidavit or sworn certification that it has paid the salaries of its personnel for the period covered of the submitted payroll (duly signed by the recipients).
- c. Any Liquidated Damages chargeable against the CONTRACTOR may be off-set against any payment due from PPA.

*(Handwritten initials)*

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