

The payroll of the janitors with their corresponding signatures indicating the amount received for the period shall be part of the monthly billing documents. If the requisite billing documents are not submitted, the *UNIVERSITY* may refuse payment until such documents are submitted; nevertheless, this is neither a ground for the *AGENCY* to delay its payment of wages and benefits due to the personnel assigned to the *UNIVERSITY* and as specified in Section 3 hereof, payment dates fall on the 15th and 30th of each month.

If any of the above-mentioned billing documents are found to contain forged signatures or fictitious names, then such acts or similar fraudulent acts shall be considered a serious breach, which shall entitle the *UNIVERSITY* to unilaterally and immediately rescind or terminate this contract without prejudice to whatever other legal remedies the *UNIVERSITY* may exercise under the law.

18. Pre-conditions for Payment by the University – The following are the pre-conditions for payment by the University:

1. Posting of bonds under Section 8;
2. Billing documents under Section 17; and
3. Such other documents as the *UNIVERSITY* may reasonably require.

19. Replacement: Regular and Upon Request – The *UNIVERSITY*, may verbally or in writing, with or without cause, and at any time during the effectivity of this contract, require the *AGENCY* to replace any janitor/s assigned to it which shall be immediately complied within twenty-four (24) hours from notice by the *AGENCY*. Otherwise, the *AGENCY* binds itself to be liable to pay the *UNIVERSITY* the liquidated damage in the amount of ONE THOUSAND PESOS (P 1,000.00) per janitor per day, for failure to comply therewith.

The *AGENCY* must immediately provide replacement if and when janitors assigned to the *UNIVERSITY* are for whatever reason, are unavailable. The *AGENCY* may replace, by prior written notice of 24 hours for a temporary replacement and 3 days for a permanent replacement, unless for a valid reason the janitor needs to be replaced immediately.

20. Interruption of Service – In case of unjustifiable interruption or failure by the *AGENCY* to render service for any cause not attributable to the fault of the *UNIVERSITY*, the latter may procure the services of another agency and the *AGENCY* shall pay costs incurred to be taken from the performance bond and without prejudice to whatever other legal remedies the *UNIVERSITY* may initiate against the *AGENCY*.

21. Termination – (1) With Notice: Upon thirty (30) days written notice, either party may pre-terminate this contract stating the reason thereof. (2) Immediate termination for a valid cause: The *UNIVERSITY* may unilaterally and immediately terminate this contract for a valid cause, aside from those provided by statutes, to wit:

- a) Delay in or incomplete payments of salaries or, delay in or incomplete remittance of contributions to the government agencies; delay and incomplete payments need not be in regard to the janitors assigned to the *UNIVERSITY*; and failure to comply with janitorial plan; violation of any provision of this contract or its annexes etc. or
- b) Unsatisfactory Rating (“Fair” or “Poor”) as conducted by the *UNIVERSITY* in its quarterly evaluation, which is under the direct supervision of the Office of the Vice Chancellor for Administration.

22. Non-waiver - The failure of the *UNIVERSITY* to insist upon a strict performance of any of the terms of this contract shall not be deemed a relinquishment or waiver of any of its right or remedy hereunder, nor shall it be construed to be a waiver of any subsequent breach or default of the terms and conditions herein contained.