

liquidated damages within the period prescribed, the *UNIVERSITY* has the option to deduct the amount of liquidated damages from any amounts due or to become due to the *AGENCY*. The payment of liquidated damages as provided for in this Section shall not prevent the *UNIVERSITY* from availing of other remedies or legal action available against the erring security personnel and/or the *AGENCY*, under the law or this contract.

- 2.3 The *AGENCY* shall assign one security personnel to the *UNIVERSITY* as a Detachment Officer or head guard in a 24-hour duty, without additional cost to the *UNIVERSITY*, who shall be responsible for the day to day supervision, monitoring and deployment of the security personnel assigned at the *UNIVERSITY*. He shall submit to the OVCA every end of the week during the effectivity of this contract, a written daily report on observations and analysis as he may deem proper or as may be required by the *UNIVERSITY*, copy furnished the *AGENCY*.
- 2.4 The *AGENCY* shall be solely responsible to post the required performance security in accordance with Republic Act 9184, its implementing rules and regulations. The rate or percentage of performance security shall be in accordance with the table cited in RA 9184 depending on its form and the bid price of the *AGENCY*. The performance security is in addition to the Escrow Requirement of the *UNIVERSITY* as herein stated.

### ARTICLE 3 WARRANTIES

- 3.1 During the effectivity of this contract, notwithstanding the functions and responsibilities fully and absolutely assumed by the *AGENCY* under this contract, the *AGENCY* undertakes that its security guards and personnel shall faithfully perform such other duties and responsibilities which the *UNIVERSITY* or the end-user may require in writing; Provided, that the *AGENCY* shall be furnished the OVCA, at least ten (10) days before actual implementation. Provided further, that in cases of emergencies or urgent needs, the *UNIVERSITY*, through the Vice Chancellor for Administration, shall have the authority to temporarily reassign such number of guards or personnel as may be immediately needed, even without the permission of the *AGENCY*. Provided finally, that the *AGENCY* Detachment Officer is properly notified by phone or radio of the temporary reassignments.
- 3.2 It is the exclusive obligation of the *AGENCY* to pay the legal wages and other benefits of its security personnel working under this contract as well as to deduct all compulsory deductions. It is absolutely and unconditionally acknowledged herein that all the security personnel are employees of the *AGENCY* and not of the *UNIVERSITY*. Furthermore, the *AGENCY* likewise undertake to faithfully abide and comply with all existing labor statutes and other existing laws, otherwise it shall be a ground to pre-terminate the contract.
- 3.3 The *AGENCY* hereby expressly agrees to absolve the *UNIVERSITY* from any and all liabilities arising from any present or future labor or other cases involving any of its security personnel in the performance of their functions or conduct pursuant to this contract, as the same shall be assumed solely and exclusively by the *AGENCY*.
- 3.4 The *AGENCY* undertakes to remove or replace any of its security guards from their assignments/posts within twenty-four (24) hours, only upon written notice to the *UNIVERSITY*, through the OVCA. Any security personnel requested to be removed and replaced by the *UNIVERSITY* shall never be assigned/deployed to any campus or property of the *UNIVERSITY* during the effectivity of this contract, its renewal or extension, if any.
- 3.5 The *AGENCY* shall be jointly and severally liable with its erring or negligent security personnel to the *UNIVERSITY* or to any person mentioned in Section 1.1 hereof, for indemnification reparation and restoration, as the case may be, for any loss or damage of property, injury or death, as the case may be, suffered due to the fault or negligence of assigned security personnel.