

The corresponding amounts shall be payable in monthly installments, every end of each month subject to government accounting and auditing rules and regulations; Provided, that all taxes, fees and charges due the Government shall be borne by the *AGENCY*; Provided, further, that should the *UNIVERSITY* desire to increase the number of security guards in excess of that stipulated herein, the rate per security guard per month shall be the same as that provided herein, and in case it decides to reduce the number of security guards below that specified herein, the corresponding rate therefor shall be deducted. In the event of a government-mandated increase in wages during the effectivity of this contract, the contract price may be increased accordingly by an amount not exceeding the additional wages and benefits required by law, subject to availability of funds.

**ARTICLE 6**  
**CERTIFICATIONS TO BE SUBMITTED BY THE AGENCY**

6.1 As a pre-condition for any payment to the *AGENCY*, the latter shall submit to the OVCA, on a monthly basis, official certifications from the appropriate government institutions that the *AGENCY* has duly paid for and/or remitted Social Security, Philhealth Insurance and State Insurance contributions, and other mandated benefits of their security guards assigned to the *UNIVERSITY*. The *AGENCY* shall submit a certification from the Social Security System that the appropriate amount corresponding to the required employer's and employee's SSS contributions have been duly remitted, including proof that the same are individually credited to the *AGENCY*'s employees concerned. In cases where the Certificates of Remittance are issued on a quarterly basis by the appropriate government agency, in lieu thereof, the *AGENCY* shall submit the Official Receipt of such payment issued by that government agency. However, upon its issuance, the Certificate of Remittance shall be immediately submitted to the *UNIVERSITY*.

The *AGENCY* shall also submit a certification duly subscribed and sworn to by its President and General Manager that each security guard has duly received from the *AGENCY* their wages and other compensation benefits due them as provided by law, inclusive of such days declared as holidays or non-working days by appropriate authority. The payroll of the security guards with their signatures indicating the amount that they received for the period corresponding to the month covered by the payment, must also be attached to said certification. The bank remittance for said payroll must also be submitted to the *UNIVERSITY*.

6.2 Failure of the *AGENCY* to submit the foregoing certifications earlier than five (5) days prior to the date of payment by the *UNIVERSITY* to the *AGENCY* shall be a violation of this contract and the *UNIVERSITY* shall have the right to unilaterally rescind, revoke, or terminate this contract, or withhold payment to the *AGENCY* pending its compliance.

If any of the certifications are found to be falsified, or contain forged signatures or fictitious names of security guards, the same shall likewise be considered a serious breach of this contract which shall warrant the immediate rescission or pre-termination thereof, without prejudice to other actions, sanctions or remedies available to the *UNIVERSITY* under the law and this contract.

**ARTICLE 7**  
**ESCROW AGREEMENT**

7.1 Upon execution of this contract, the *UNIVERSITY* and the *AGENCY* shall open an escrow account with any government bank, or deposit to the UP Mindanao Cash Office cash equivalent to 10% of the contract price which is P 670,887.12, or Manager's check issued by a commercial bank in favor of UP Mindanao, at the discretion of the *UNIVERSITY*. This is subject to the terms and conditions of the Escrow Agreement of the bank, all at the sole expense of the