

Student Affairs (OSA). The security guards must also be made familiar with the rules and physical layout of the premises or facility to which they are assigned.

1.6 The *AGENCY* hereby recognizes the right of the *UNIVERSITY* to set dialogue or meetings with the officers or supervisors of the *AGENCY* to advance a better service pursuant to this contract. The *AGENCY* shall conduct and provide for safety and preventive drills and exercises in coordination with the *UNIVERSITY*.

1.7 The *AGENCY* shall provide each security guards, who must always be in complete proper uniform with a firearm and paraphernalia, communication equipment and at least a multi-cab or a motorcycle, or any motor vehicle at the discretion of the *UNIVERSITY*, as needed to ensure delivery of prompt and satisfactory security services. The *AGENCY* shall likewise provide at their cost, a flashlight gun, radio and a logbook per guard, which shall be submitted to the OVCA, when required or upon the termination of services.

The *AGENCY* shall be liable to pay the penalty as liquidated damages in the amount of TEN THOUSAND PESOS (P 10,000.00) per day per gun, radio, equipment or vehicle that the *AGENCY* failed to deploy and provide in the *UNIVERSITY*.

1.8 The Standard Operating Procedure on Security Guards shall form part of this contract and shall be faithfully observed by both parties. Attached herewith forming an integral part of this instrument is the said SOP of security guards as "ANNEX D".

ARTICLE 2 MONTHLY EVALUATION

2.1 During the effectivity of this contract, the *UNIVERSITY*, through the Office of the Vice Chancellor for Administration (OVCA), shall evaluate each month the security services actually rendered by the *AGENCY*. The OVCA shall make such evaluation on the basis of, which shall include, but not limited to the following matters:

- a. Actual deployment by the *AGENCY* of security personnel and performance of their functions and responsibilities;
- b. Problems encountered and solutions recommended or undertaken;
- c. *AGENCY*'s faithful compliance with the provisions of this contract;
- d. Monthly report from the *UNIVERSITY*'s unit heads on the performance of the security personnel.

2.2 The *AGENCY* shall be solely and exclusively responsible on the ways and means for the delivery or performance of security services including the discipline and control of all its security personnel deployed in the *UNIVERSITY* under this contract. The *AGENCY* hereby acknowledges that the *UNIVERSITY* may pre-terminate the services of the *AGENCY* for any failure of its security personnel to exercise due diligence in the conduct and performance of its duty and obligation, without prejudice to its liability by way of liquidated damages corresponding to violation of prescribed conduct as defined in "ANNEX E" hereof.

For this purpose, any individual or committee duly authorized by the *UNIVERSITY* shall investigate and submit a report in writing to the *UNIVERSITY* through the OVCA, any commission under "ANNEX E" hereof. Copies of such report shall be provided to the Office of Legal Counsel of the *UNIVERSITY* (OLC), the *AGENCY*, and the erring security guard(s). The Vice Chancellor for Administration shall, within five (5) days from receipt of the report makes its evaluation, and thereafter shall notify in writing the *AGENCY* the recommended action and amount of liquidated damages, which shall be paid by the *AGENCY* within ten (10) days from receipt of the notice/decision. The determination of the Vice Chancellor for Administration shall be final and executory; provided, however, that if the *AGENCY* fails to pay the amount of 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.

For this purpose, the Vice Chancellor for Administration shall conduct an investigation and determine the culpability and extent of liability of the security personnel and/or the *AGENCY*. The findings and recommendation on the investigation shall be furnished to the *UNIVERSITY*'s