

5.2 The Performance Bond shall be released only upon termination of the Contract or any extension thereof, provided no claims have been filed against the AGENCY for violation of any terms and conditions of the contract, otherwise, the Performance Bond shall remain effective and shall not be released until final disposition of the claim/s. In case of any subsisting claim, the AGENCY shall immediately take measures to continue the effectiveness and validity of the Performance Bond until the claim is finally settled; and within sixty (60) days prior to the termination of the contract or any extension thereof, the AGENCY shall likewise put up a Guaranty Bond in favor of the UNIVERSITY in an amount equivalent to fifteen (15%) percent of the monthly gross pay of all laborers actually deployed in the UNIVERSITY to answer for whatever claim that may arise by reason of the AGENCY's failure or refusal to pay the unpaid wages, any underpayment or such other benefits due to laborers under existing laws and related social legislation.

5.3 This Guaranty Bond shall be posted by a reputable insurance company acceptable to the UNIVERSITY and shall be made effective upon termination of the contract or any renewal thereof up to six (6) months after termination of the contract or its extension thereof; provided, however, for purposes of renewal on the second and third year, the AGENCY shall deposit within ten (10) days upon posting of the bond with the UNIVERSITY to cause the renewal of the bond for the second and third year, and to allow the UNIVERSITY to hold in its Custody the bond and its renewal papers.

5.4 No Final payment shall be made unless the AGENCY has posted the said Guaranty Bond.

5.5 The security shall be returned by the UNIVERSITY to the AGENCY after the complete delivery and/or acceptance of the services by the UNIVERSITY.

6. COMPLIANCE WITH R.A. 9184. The UNIVERSITY and the AGENCY shall comply with all the provisions of the Government Procurement Reform Act (R.A. 9184) and its Implementing Rules and Regulations (IRR).

7. DOCUMENTS. The UNIVERSITY and the AGENCY agree that the following Contract Documents are incorporated with and made integral parts hereof:

- I. The General Conditions of the Contract per R.A. 9184;
- II. The Special Condition of Contract per R.A. 9184;
- III. The Terms of Reference for the Procurement of Janitorial Services;
- IV. The Invitation to Bid;
- V. The Bidding Documents;
- VI. The Bid Form including all documents/statements contained in the winning bidders two (2) bidding envelopes;
- VII. The Performance Security;
- VIII. The Eligibility Requirements documents and / or statements;
- IX. The Notice of Award with winning bidder's conforme;
- X. Other Contract documents that may be required.

8. NO EMPLOYER-EMPLOYEE RELATIONSHIP. The AGENCY has the sole responsibility over the personnel assigned to perform the janitorial services to the UNIVERSITY and that the UNIVERSITY shall not in any way be responsible for claims to personal injury, wages and other claims from damages including death caused either by the AGENCY's personnel or a third party, whether or not such injury or death arises out of or in connection with the performance of the AGENCY's personnel. In the event of a suit filed against the UNIVERSITY brought by any of the AGENCY's personnel or any government office or agency or any other person or entity, AGENCY shall hold the UNIVERSITY free and harmless against any judgement which may be made against the UNIVERSITY in favor of the AGENCY's personnel as there is no employer-employee relationship that exists between its personnel and the UNIVERSITY.

The Losses and damages that may be incurred by reason of the act of the negligence of the personnel assigned shall be on the account of the AGENCY.