

ADONIS E. ACOSTA
Corporate Secretary, CSAI



Republic of the Philippines
BENGUET STATE UNIVERSITY
La Trinidad, Benguet
Tel No. (074) 422-2176



CONTRACT

Contract No. 2025-24

THIS CONTRACT, made this 29th day of July between:

BENGUET STATE UNIVERSITY, a chartered public educational institution of higher learning, established and existing under the laws of the Republic of the Philippines having principal office at La Trinidad, Benguet, herein represented by its President, **KENNETH ALIP LARUAN, Ph.D.**, hereinafter referred to as the "**University**";

and

CARLOMAXIMUS SECURITY AGENCY, INCORPORATED, a private security agency duly organized and existing under the laws of the Republic of the Philippines having principal address at Unit 4A KDC Building, 91 Marcos Highway, Baguio City represented by **MARCIAL M. LICAN, CSP**, Vice President & COO, hereinafter referred to as the "**Agency**";

WITNESSETH:

WHEREAS, in the pursuance of its mandates, the University needs to engage the services of a security agency for the deployment of Fifty - Two (52) security guards at the BSU-La Trinidad Campus for purposes of safeguarding and protecting its students, personnel, properties and land reservation areas from intruders, herein called the "**PROJECT**";

WHEREAS, the University has posted the Invitation to Bid (ITB) and has conducted the bidding process for the procurement of security services with an Approved Budget for the Contract (ABC) of PhP 7,265,115.00, Philippine Currency, in accordance with the provisions of the Government Procurement Reform Act (RA 9184);

WHEREAS, in response to the invitation, Marcial M. Lican (**CARLOMAXIMUS SECURITY AGENCY, INC.**) and Mark Rey Lim Munar (**KIDRON SECURITY INVESTIGATION AGENCY OPC**) bought bid documents and dropped their bid before the scheduled submission at 1:30 p.m. of July 14, 2025;

WHEREAS, after thorough examination and verification of the legal and technical requirements submitted by the bidders, **CARLOMAXIMUS SECURITY AGENCY INC.** was declared the Single Calculated Bidder and recommended for post-qualification, with the assistance of the Technical Working Group (TWG) and the end-user.

WHEREAS, after a thorough post qualification evaluation conducted by the BAC on the legal, technical and financial qualifications of the herein Agency, the BAC declared its bid as the Single Calculated Responsive Bid (SCRB) for the Project in the amount of **PHP 7,157,822.81**;

WHEREAS, to guarantee its faithful performance of and compliance with its obligations under this contract, the Agency has posted the required performance security based on the issued Notice of Award;

NOW THEREFORE, foregoing premises duly considered, the herein parties hereby mutually agree to the following terms and conditions:

- 1. TERM.** This security service contract shall take effect **August 1, 2025** until **December 31, 2025**. This agreement shall pre-terminate any and all existing contracts between the parties covering the same subject matter.

2. UNDERTAKING OF THE AGENCY:

- a. To faithfully discharge the same duties, functions and responsibilities as contained in its bid offer and the University Security Plan, subject to any authorized adjustment, as may be deemed necessary by the University.
- b. Submit original copy of compiled monthly reports to the University;
- c. Prior to the deployment of any guard, provide a copy of the Personal Data Sheet of the concerned guard to be deployed to the University through its Security Services Office;
- d. Unconditionally allow the periodic or random inspection by university representatives of its equipment being utilized by its personnel who are assigned with the University, and cause the repair, cleaning or replacement of any of such equipment as may be required by BSU;
- e. To conduct, at its own cost, an orientation on the provisions of RA 11313 (Safe Spaces Act or the Anti Bastos Law) to all its guards before deployment to the University;
- f. The AGENCY shall assume full responsibility for any loss due to theft, pilferage, robbery and damages due to trespass which the UNIVERSITY may suffer during the watch hours of the former's assigned security guards unless, it is established after due investigation, that said loss or damage arises from force majeure, or to fortuitous events or the loss was not due to the negligence of the security guards or the AGENCY; provided that the property or article allegedly lost was established to be present inside the UNIVERSITY'S secured establishment just before the loss or damage occurred.

Liability of the agency as to the loss of properties above may not attach under any of the following or other analogous conditions:

1. Where the loss occurred inside a closed and/or locked warehouse, office, room and/or building, wherein under normal conditions the guard(s) had/have no access.
2. Where the property claimed to have been lost or damaged was kept in an open space or storage, and was not duly turned over to the agency or its authorized representative for physical inventory and proper recording, or although not kept in an open space or storage, have been issued to UNIVERSITY'S employees who therefore, became directly responsible for their use, care and safekeeping. By open space or storage shall include open structures, unsecured structures and buildings, motor vehicles or greenhouses with light materials sidings or in any place where security of the lost items may not be expected under the circumstances.
3. Where such loss was the result of any or all of the following: robbery in band, mob or revolution, violent demonstration, and/or rallies.
4. Where the items reported lost were small and pocketable and where the UNIVERSITY had not expressly required and authorized the searching of all personnel who enter and leave the secured premises.
5. Personal properties of value of the UNIVERSITY'S employees deposited in the premises such as money, jewelries, gadgets and other valuable items.

ADOMISE. ACOSTA
Corporate Secretary, CSAI

RICHARD H. KINNUD
Vice President for Administration and Finance -
BSU

MARCIAL M. LICAN, CSP,
Vice President & COO, CSAI

KENNETH A. LARUAN
University President, BSU

assigned private security and other personnel. The control, supervision and discipline over the security guards and other personnel of the agency shall be at its own account.

6. OVER-ALL MANAGEMENT. It is hereby understood that the Chief of the BSU Security and Safety Services Office shall maintain the over-all management of the security and protection over the University properties and personnel.

7. DOCUMENTS. The following documents shall form part of this contract and the parties hereby bind themselves to **strictly** adhere to each and every provision thereof, to wit:

- a. Invitation to Bid
- b. Bid Data Sheet & Instruction to Bidders
- c. General Condition of Contract & Special Condition of Contract
- d. Bid Proposal of the bidder (Technical and Financial)
- e. Security Plan and Emergency Plans
- f. Technical Specifications
- g. Abstract of Bid as Read
- h. Abstract of Bid as Calculated
- i. BAC Resolution Recommending Award
- j. Notice of Award with Bidders Conforme
- k. Performance Security
- l. Notice to Proceed


8. VIOLATION. Any violation/s of the provisions of the contract by the AGENCY or its assigned personnel, as may be properly determined by the UNIVERSITY shall be sufficient cause for the imposition of an equivalent penalty such as fines, suspension, and even the pre-termination of the contract, without need of judicial demand or action upon a ten-day (10) prior notice to the Agency.

9. The provisions hereof not found in any other existing and similar contract between the same parties shall be deemed incorporated and applicable to such existing contracts, and shall be considered as an amendment thereof.

**CARLOMAXIMUS SECURITY
AGENCY INCORPORATED**

By:


MARCIAL MASWENG. LICAN,
CSP,
Vice President & COO

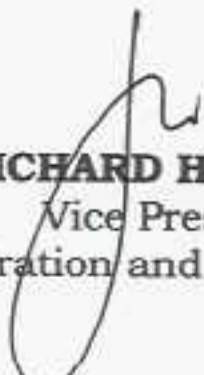

ADONIS E. ACOSTA
Corporate Secretary

BENGUET STATE UNIVERSITY

By:


KENNETH ALIP LARUAN, Ph.D.
University President

Witnesses:


RICHARD H. KINNUD
Vice President
Administration and Finance Services

FUNDS AVAILABLE:


IMELDA B. GALINATO, Ph.D.
University Accountant

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
La Trinidad, Benguet) S.S.

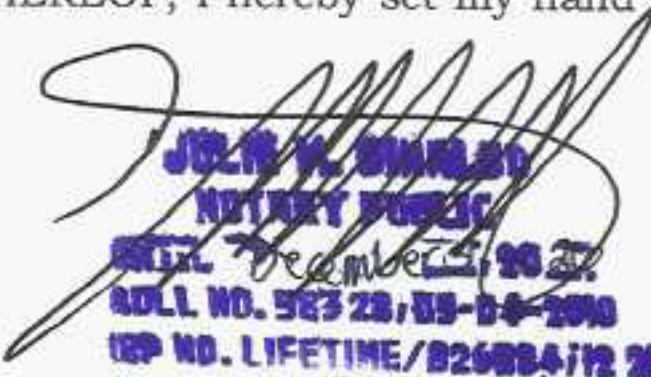
BEFORE ME, a Notary Public for in the Province of Benguet, Philippines, this
JUL 31 day of **2025**, 2025, personally appeared:

Name	Valid Government-Issued ID	CTC No., Date and Place of Issue
KENNETH A. LARUAN	BSU ID No.:	01793823
MARCIAL M. LICAN, CSP	ID No. <u>0-1140056-0</u>	24425399 Jan 7, 2025 Pagn City

And their instrumental witnesses. Known to be the same persons who executed the foregoing Contract consisting of five (5) pages including this page wherein this acknowledgement is found, and the respective establishments they represent.

IN WITNESS WHEREOF, I hereby set my hand and seal in the date and place first above written.

Doc. No. 03 ;
Page No. 02 ;
Book No. 40 ;
Series of 2025.


JULIA M. BIANCA
NOTARY PUBLIC
EXPI. December 31, 2027
ROLL NO. 98328/09-04-2010
EXP NO. LIFETIME/826884/12 20-0
STR NO. 8971855 1 He-25
TIN NO. 998-040-070