



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



CONTRACT OF SECURITY SERVICES
For La Trinidad Campus

Contract No. 08

THIS CONTRACT, made this 29th day of January 2026 between:

For BSU:

KENNETH A. LARUAN
President

REY BASCO
Atty. for BSU

For CARLOMAXIMUS
SECURITY AGENCY, INC.:

MARCIAL M. LICAN, CSP
Vice President & COO

ADOLFO ACOSTA
Corporate Secretary/
Attorney for
CARLOMAXIMUS SECURITY
AGENCY, INC.

Funds Available:

Charged to IGI

IMELDA B. GALINATO, PhD.
Accountant IV

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**, hereinafter **referred to as the "University"**;

and

CARLOMAXIMUS SECURITY AGENCY, INCORPORATED, a corporation 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-SIX (56) SECURITY GUARDS FOR THE BENGUET STATE UNIVERSITY (BSU)-LA TRINIDAD CAMPUS (IB NO. 2026-05)** for purposes of safeguarding and protecting its students, personnel, and properties from intruders, herein called the **"PROJECT"**;

WHEREAS, the Entity invited Bids for certain goods and services, particularly **DEPLOYMENT OF FIFTY-SIX (56) SECURITY GUARDS FOR THE BENGUET STATE UNIVERSITY (BSU)-LA TRINIDAD CAMPUS (IB NO. 2026-05)**;

WHEREAS, the Supplier/Contractor/Consultant submitted a responsive bid and was awarded the contract for the procurement in the total amount of **Sixteen Million Six Hundred Fifty-Nine Thousand Seven Hundred Thirty-Three Pesos and Eighty-Six Centavos (Php 16,659,733.86)**, hereinafter referred to as the **"Contract Price."**

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 **February 1, 2026 until December 31, 2026**. 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.

For BSU:

KENNETH A. LARUAN
President

REY [REDACTED] O
Atty. [REDACTED] SU

For CARLOMAXIMUS
SECURITY AGENCY, INC.:

MARCIAL M. LIGAN, CSP
Vice President & COO

ADO [REDACTED] AGOSTA
Corporate Secretary/
for
CARLOMAXIMUS SECURITY
AGENCY, INC.

Funds Available:

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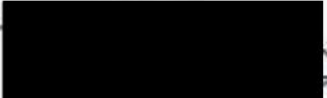
IMELDA B. GALINATO, PhD.
Accountant IV

For BSU:


KENNETH A. LARUAN
President

REY [REDACTED] ASCO
Atty. [REDACTED] for BSU

For CARLOMAXIMUS
SECURITY AGENCY, INC.:


MARCIAL M. LICAN, CSP
Vice President & COO

ADOLFO [REDACTED] ACOSTA
Corporate Secretary/
Witness for
**CARLOMAXIMUS SECURITY
AGENCY, INC.**

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Accountant IV

5. Personal properties of value of the UNIVERSITY'S employees deposited in the premises such as money, jewelries, gadgets and other valuable items.
6. Where the loss occurred or was discovered after departure of a visitor or visitors of the UNIVERSITY from the latter's premises whose personal vehicle and/or luggage of any kind were not authorized/instructed by the UNIVERSITY to be searched.

g. To comply with all the requirements and provision of Department Order No. 150-16 and any or all amendments thereof, among others, the following shall be strictly observed:

1. The Agency shall at all times uphold the rights and provide all the benefits of security guards and other private security personnel under the Labor Code, as amended, and other existing laws, rules and regulations such as but not limited to service incentive leave, premium pay, overtime pay, holiday pay, night shift differential, and 13th month pay. A violation hereof shall render the agency/service contractor ineligible to participate in any bidding.¹
2. The security agency shall ensure that all its security guards and employees assigned with the BSU shall be registered with the Social Security System (SSS), employees' Compensation Commission (ECC), Philippine Health Insurance Corporation (PhilHealth), and Home Development Mutual Fund (Pag-IBIG) and all remittances for employer's and employees' share be directly remitted to the foregoing entities.²

3. **PAYMENT.** In consideration of the services to be rendered, the University will pay the sum **Sixteen Million Six Hundred Fifty-Nine Thousand Seven Hundred Thirty-Three Pesos and Eighty-Six Centavos (Php 16,659,733.86)** for the term subject to the unrendered services hours from the monthly period. Payment shall be made to the agency within ten (10) days from receipt of the billing by the University on a bi-monthly basis subject to the issuance of Certification of Actual Service Rendered by the Benguet State University (BSU)- Head, Security Services Unit after the review of the Daily Time Record (DTR) of the guards.

The agency shall pay the prescribed benefits to its security guards and other personnel assigned with BSU.³ All payments, including salaries/wages, of all deployed agency guards shall be paid on time at twice a month and on or before the 5th and 20th of each month for the immediately preceding half-month period irrespective of the agency's receipt of the billed amount from BSU. In no case shall the payment of wages/salaries and other benefits of the assigned agency personnel be made dependent on the payment of the amount it bills from BSU.

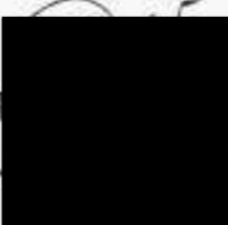
¹ Sections 4.e and 6, DOLE Department Order No. 150-16

² Section 4.g, Ibid

³ Section 7.2, Ibid

For BSU:


KENNETH A. LARUAN
President


REY [REDACTED] ASCO
Atty. [Redacted] for BSU

For CARLOMAXIMUS
SECURITY AGENCY, INC.:


MARCIAL M. LICAN, CSP
Vice President & COO


ADON [REDACTED] COSTA
Corporate Secretary/
Witness for
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4. **AUTOMATIC CREDITING PROVISION.** In the event that a wage order prescribing increases in wage rates and other wage-related benefits of security guards to be borne by the principals or clients is hereafter issued, the prescribed increases shall be borne by the entity indicated therein and this contract shall be deemed amended accordingly.⁴ The same shall be subject to availability of funds on the part of BSU.

5. **EMPLOYER-EMPLOYEE RELATIONSHIP, DISCIPLINE OF SECURITY GUARDS AND PRIVATE SECURITY PERSONNEL.** The Agency is the employer of the security guards and other private security personnel.⁵ As such, no employer-employee relationship exists between BSU and the 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 Head of the BSU Security and Safety Services Unit shall maintain the over-all management of the security and protection over the University properties and personnel.

7. Unless otherwise stated, terms and expressions used in this Contract shall have the same meanings as those assigned to them in the Conditions of Contract, which form an integral part of this Contract

8. **DOCUMENTS.** The following documents as required by the Implementing Rules and Regulations of Republic Act No. 12009 shall form part and be read and construed as integral parts of this Contract, viz:

a. Philippine Bidding Document (PBD);

• For Procurement of Goods

- i. Invitation to Bid;
- ii. Instruction to Bidders;
- iii. Bid Form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;
- iv. Bid Data Sheet;
- v. Schedule of Requirements;
- vi. Technical Specifications;
- vii. General and Special Conditions of Contract;
- viii. Supplemental Bid Bulletins, if any; and
- ix. Other contract documents that may be required by existing laws and/or the Entity.

b. Winning bidder's bid, including the Eligibility Requirements, Technical and Financial Proposals, and all other documents or statements submitted;

c. Performance Security;

⁴ Section 4.d, Ibid

⁵ Section 3.1, Ibid

- d. Notice of Award of Contract; and the Bidder's Conforme thereto; and
- e. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBD, such as but not limited to the Notice to Proceed and Warranty Security

9. **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.

10. 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.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

**CARLOMAXIMUS SECURITY AGENCY
INCORPORATED**

By:


MARCIAL M. LICAN, CSP
Vice President & COO

BENGUET STATE UNIVERSITY

By:

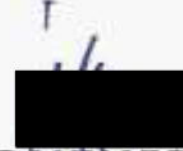

KENNETH ALIP LARUAN
University President

Witnesses:


ADON COSTA
Corporate Secretary


REYNAN
Attorney

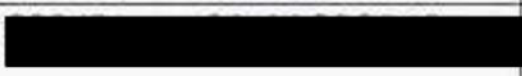
Funds Available:


IMELDA B. GALINATO, Ph.D.
Accountant IV
BSU

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
_____) S.S.

BEFORE ME, a Notary Public for in the Province of Benguet, Philippines, this
____ day of FEB 20 2026 personally appeared:

Name	Valid Government-Issued ID	CTC No., Date and Place of Issue
KENNETH ALIP LARUAN		13925974
MARCIAL M. LICAN, CSP		139112 / Baguio City Jan 7, 2024

And their instrumental witnesses. Known to be the same persons who executed the foregoing Contract consisting of _____ () 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. 112;
Page No. 24;
Book No. 39;
Series of 2026


ATTORNEY AT LAW R. ORATE
Notary Public / Until December 31, 2027
PTR No. 8533828, 12-16-2025
IDP No. INV 569261, 12-22-2025
Roll No. 34334, June 3, 1986
Notarial Commission NA-109-NC-R
Rm. 210, 2nd Flr., Pelizloy Centrum,
Luzon Session Rd., Baguio City

