



Republic of the Philippines  
Department of Agriculture  
Bureau of Fisheries and Aquatic Resources  
Fisheries Building Complex, BPI Compound, Brgy. Vasra, Visayas Avenue, Quezon City

### CONTRACT AGREEMENT FOR SECURITY SERVICES

THIS AGREEMENT made the FEB 15 2022 day of 2022 between the **BUREAU OF FISHERIES & AQUATIC RESOURCES**, a national government agency duly organized and existing under Philippine Laws, with principal office address at Fisheries Complex, BPI Compound, Bgy. Vasra, Visayas Avenue, Diliman, Quezon City represented by its Director, **EDUARDO B. GONGONA** hereinafter referred to as the "BFAR".

-and-


**STAR SPECIAL CORPORATE SECURITY MANAGEMENT INC.**, a duly organized corporation, existing under and by virtue of Philippine Laws, with postal address at 140 J.P. Rizal, Project 4, Lungsod Quezon, 1109 Kalakhang Maynila, Philippines, represented by its President, **ATTY. EDGARDO C. SORIANO**, hereinafter referred to as the "AGENCY".

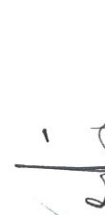
### WITNESSETH


**WHEREAS, BFAR** is desirous of engaging the services of a security agency for the purpose of guarding and protecting the following BFAR Offices:

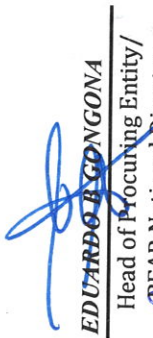
- BFAR- Central Office  
Fisheries Building Complex Compound, BPI Compound, Brgy. Vasra, Visayas Avenue, Q.C.
- BFAR - Arcadia Bldg., Quezon Ave., Quezon City
- Shift-in-Charge
- Central Office
- Overall Supervising Officer/ Detachment Commander
- BFAR – NFFTC Muñoz, Nueva Ecija
- BFAR – NIFTC Tanay, Rizal
- On Board/ MV-DA BFAR
- BFAR – NMFDC, Sangley Point, Cavite City
- BFAR – NBFTC Pagbilao, Quezon
- BFAR- NIFTDC Bonuan, Dagupan City, Pangasinan
- BFAR - MCS Bldg., Navotas
- BFAR – NSTDC Cabid-an, Sorsogon
- Malabon Warehouse

To safeguard personnel, visitors, equipment and other properties within from theft, pilferage, robbery, trespassing, and other unlawful acts by strangers, malefactors as well as protecting its officers, staff, visitors and guests from assault,

  
PETER C. TADILLI  
Star Special Corp. Security Management Inc.  
WITNESS

  
ATTY. EDGARDO SORIANO  
Star Special Corporate Sec. Management Inc.

  
MILDRED M. BUAZON  
Chief, Administrative Division

  
EDUARDO B. GONGONA  
Head of Procuring Entity/  
BFAR National Director

harassment, threat or intimidation and the maintenance of security and safety thereat;

**WHEREAS,** the opening of bids was conducted last January 11, 2022, 10:00 AM at the Legal Division Conference Room, 2/F Fisheries Building Complex BPI Compound Brgy. Vasra, Visayas Ave., Q.C and was only participated by **Star Special Corporate Security Management, Inc.;**

**WHEREAS,** during the opening of the Eligibility and Technical Envelopes the abovementioned bidder "PASSED" the evaluation and was declared eligible for the opening of the financial envelopes;

**WHEREAS,** during the opening of the Financial Documents of the above-mentioned Bidder, its respective bid proposal "As Read" are as follows:

Lot No.	Description	ABC	Star Special Corporate Security Management Inc.
1	"HIRING OF DA-BFAR SECURITY SERVICES FOR THE PERIOD OF JANUARY - DECEMBER 31, 2022"	Php 32,293,944.00	Php 31,243,173.48

**WHEREAS,** after the opening of the Financial documents, the copy of the Technical and Financial envelopes of the qualified Bidder was turned-over to the Technical Working Group (TWG) for post-bid evaluation;

**WHEREAS,** the TWG conducted Post-Qualification Evaluation to Star Special Corporate Security Management, Inc. last January 24, 2022 and verified the authenticity of the documents submitted;

**WHEREAS,** in the Post-Qualification Report submitted by the TWG dated January 28, 2022, the TWG recommended the award be given to **STAR SPECIAL CORPORATE SECURITY MANAGEMENT, INC.,** for being the Single Calculated and Responsive Bidder;

**WHEREAS,** a copy of the said report is hereby made an integral part of the Resolution;

**WHEREAS,** the BAC, upon due consideration on the Report of the TWG, resolved to adopt the same and recommend the awarding of contract to **STAR SPECIAL CORPORATE SECURITY MANAGEMENT, INC.** for being the Single Calculated and Responsive Bidder;

WITNESS

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ATTY. EDGARDO SORIANO  
Star Special Corporate Sec.  
Management, Inc.

  
MILDRED M. BUAZON  
Chief, Administrative Division  
EDUARDO BIONGONA  
Head of Procuring Entity/  
BFAR National Director

WITNESS

NOW, THEREFORE, for and in consideration of the forgoing premises, the parties hereto have agreed as follows:

**DUTIES AND OBLIGATIONS OF THE AGENCY**

**I. REQUIREMENTS FOR THE SECURITY GUARDS**

**A. RESOURCES**

The AGENCY shall deploy one hundred ten (110) security guards at the following locations:

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Location	No. of Hours Per Shift		No. of Guards Per Shift			Total No. of Guards	Delivery Period (Week/ Month)
	8 hrs	12 hrs	1 <sup>st</sup>	2 <sup>nd</sup>	3 <sup>rd</sup>		
- BFAR- Central Office Fisheries Building Complex, BPI Compound, Brgy. Vasra, Elliptical Road, Q.C.	3		10	9	9	28	February to December 31, 2022
BFAR - Arca... Bldg., Quezon Ave., ... City	3		1	1	1	3	
Shift-in-Charge		2	1	1		2	
Central Office Overall Supervisor Officer/ Detachment		1	1			1	
Bl... NIFTC Muñoz, Nueva Ecija	3		4	4	4	12	
BFAR - NIFTC Tanay, Rizal	3		2	2	2	6	
On Board/ MV-DA BFAR		2	1	1		2	
BFAR - NMFDC Sangley Point, Cavite City	3		1	2	2	5	
BFAR - NBFTC Pagbilao, Quezon	3		5	5	5	15	
BFAR- NIFTDC Bonuan, Dagupan City, Pangasinan	3		8	8	8	24	

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MILDRED M. BUAZON  
Chief, Administrative Division

EDUARDO B GONGONA  
Head of Procuring Entity/  
BFAR National Director

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BFAR - MCS Bldg., Navotas	3		2	2	2	6	
BFAR - NSTDC Cabid-an, Sorsogon	3		1	1	2	4	
Malabon Warehouse		2	1	1		2	
<b>TOTAL</b>							<b>110 security guards</b>

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**B. SERVICE QUALITY SPECIFICATIONS**

The **AGENCY** shall deploy security guards with the following minimum qualifications:

- With current PNP-SAGSD license for security guards;
- Must be at least high school graduate;
- Must be at least 5'4" (for men) and 5'2" (for women) at barefoot;
- 21 years of age and above;
- Must be physically and mentally fit (as evidenced by a Medical Certificate)
- Must pass the physical and mental examination, and interview conducted by the BFAR;
- Must have a current neuropsychological examinations and drug-test;
- Must have a minimum of one (1) year experience as security guard.

Moreover, the **AGENCY** shall deploy supervisors with the following classifications:

- College graduate with extensive work experience in security operation as security officer;
- PNP-SAGSD licensed security supervisor;
- At least 5'7" in height and 35-40 years of age;
- Should have at least 3-5 years' experience in security management;
- Has validated experiences in preparing and implementing security plan and emergency procedures

**VI. SCOPE OF WORK**


**Services**


- Guard and protect the premises, properties, equipment, and personnel of the identified offices and areas of responsibilities;
- Includes likewise the peripheral area or at least 3 meters from the perimeter fence and/or imaginary perimeter line
- Implement strict pre-cautionary security measures to prevent entry of unscrupulous persons or groups intending to disrupt peace, order, and business activities within the area of responsibilities.

*[Signature]*  
**ATTY. EDGARDO SORIANO**  
Star Special Corporate Sec. Management, Inc.

*[Signature]*  
**MILDRED M. BUAZON**  
Chief, Administrative Division

*[Signature]*  
**EDUARDO BONGONA**  
Head of Procuring Entity/  
BFAR National Director

  
**EDUARDO PONGONA**  
Head of Procuring Entity/  
BFAR National Director

  
**MILDRED M. BUAZON**  
Chief, Administrative Division

  
**ATTY. EDGARDO SORIANO**  
Star Special Corporate Sec.  
Management, Inc.



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- Enforce all rules and regulations and such other laws and local ordinances;
- Enforce all directives/orders, specifically those intended to implement our drive against persons doing unlawful acts such but not limited to illegal vending, squatting and such other acts contrary to the rules and regulations, laws, and local ordinances; and
- Assists in authorized investigations by the concerned agency and/or representative from the Head Office of BFAR or local police agencies in the investigation of cases involving injury, loss of lives and damage to properties that may be suffered by the BFAR.

**Special Operations**

- Perform crowd control activities during rallies and demonstrations and other disturbances inside the compound and outside/peripheral area defined. Engage the assistance of nearest PNP Detachment.
- Emergency situations

Coordinate with proper authorities, Police and BFAR designated officials during evacuation and assist in all activities to prevent/mitigate injuries, loss of lives and damage to properties during:

- Fire
- Earthquake
- Threat of terrorist attack
- Other abnormal situations

**VII. DOCUMENTARY REQUIREMENTS**

**A. Proposed Security Plan (per site of deployment)**

- Identify ingress/egress and other high security risk areas. These areas should be specified in the map/building lay-out;
- Guard Deployment Plan within the BFAR Premises. This should be indicated in the map/floor plan;
- Internal Security Communication Set-up. Indicate the number of communication equipment and specifications/brand.
- Specific armaments and ammunitions/ gadgets to be provided to every security guard. Please indicate number and specifications/brand.

*Mildred M. Buaizon*  
**MILDRED M. BUAZON**  
Chief, Administrative Division

*W. Edgardo Soriano*  
**ATTY. EDGARDO SORIANO**  
Star Special Corporate Sec.  
Management, Inc.

*[Signature]*  
**WITNESS**


*[Signature]*  
**WITNESS**


*[Signature]*  
**EDUARDO GONGONA**  
Head of Procuring Entity/  
BFAR National Director


- Entry and exit Monitoring Procedures. Provide step-by-step procedures on the following:
  - Personnel/guest/visitors
  - Vehicle inspection including parcel and commodity checks
  - Parking procedures of personnel/visitors
- Regular reporting system by shift, by hour, by day. Provide standard procedures and forms to be used in reporting, and submission (copy furnished) to DA-BFAR duty stations.
- Specific procedures for special operations. Prepare step-by-step standard procedures on the following situations;
  - Rallies outside but in front of compound and/or imaginary perimeter line.
  - Crowd control inside compound
  - Sleuthing/ pilferage
  - Earthquake
  - Other emergency situations, threat of terrorism, etc.
- Define the respective activities, duties, and responsibilities peculiar in all posts/assignments.
- Provision of guard tour monitoring equipment and systems.
- Provision of CCTV systems


**F. CONTRACT TERMS AND CONDITIONS**

1. The **AGENCY** shall provide at its own expense the necessary firearms, ammunitions and uniforms to the guards assigned to the **BFAR** including those listed in the Technical Specifications;
2. Discipline and administration of the security guards shall conform with the rules and regulations of the **AGENCY**. Guards assigned to the **BFAR** will be subject to the instructions to perform such other tasks as may be directed by the duly designated representative/s of the **BFAR**;
3. The **AGENCY** as the employer, shall retain and exercise the sole, exclusive and absolute right to rotate, re-assign, suspend, lay-off, terminate and/or impose disciplinary measures, direct, and control the services of the guards who shall be assigned to the **BFAR**; Provided however, that the number of guards assigned in the premises of the **BFAR** shall not be subsequently reduced or the qualification standards of guards lowered;
4. The **AGENCY** shall be subject to a weekly firearms inventory to be conducted by the **BFAR**'s authorized representative (s).

  
**EDUARDO BONGONA**  
Head of Procuring Entity/  
BFAR National Director

  
**MILDRED M. BUAZON**  
Chief, Administrative Division

  
**ATTY. EDGARDO SORIANO**  
Star Special Corporate Sec.  
Management, Inc.

  
WITNESS

5. Replacement, suspension and dismissal of the security Guards shall be coursed through the **BFAR** or its authorized representative(s);
6. **On the basis of reasonable grounds, BFAR shall make a written request at least three (3) days prior to intended change for the replacement of guard/s assigned or identified to be assigned to BFAR premises.**
7. The **AGENCY** shall assume full responsibility for any loss against theft, robbery, and trespass which the **BFAR** may suffer during the watch hours of the former's security guards; Provided that it shall have been established, after convincing evidence and thorough investigation, that said loss or damage was principally due to the negligence of the assigned guards during the shift in question. The loss or damage shall be reported to the **AGENCY** within forty-eight (48) hours from occurrence. It shall likewise be necessary that the actual existence or presence of the property or articles allegedly lost or damaged inside the secured establishment or area and the fact of such loss or damage be first established with the same degree of proof. However, the **AGENCY** shall not assume full responsibility where such loss is due to force majeure, fortuitous events, acts of God or nature, to circumstances beyond its control, or to any of the following causes:
  - a. When the loss occurred inside a closed and locked warehouse, office and/ or building, except, where it has been proven that the door or any part of the building has been forcibly opened and that said loss is reported to the guard immediately upon its discovery;
  - b. For the loss of any property belonging to the **BFAR** which are kept in an open space or storage not duly turned-over to the **AGENCY** or its duly authorized representative for physical or proper recording;
  - c. Where such loss was the result of any or all of the following: robbery in bond, mob violence, tumultuous affray, insurrection or rebellion, demonstration or rally, provided, the **AGENCY** used means to mitigate such loss; and
  - d. Loss of pocketable items or valuables
7. The **AGENCY** agrees that it will be responsible for and shall notify the guards at the time of hiring, as to the wages and other working conditions under which they are employed;
8. The **AGENCY** shall fully and faithfully comply with all the requirements of all existing and applicable laws, rules and regulations, and that prompt payment of all wages, allowances and other remunerations must be within the rate required by law;
9. It is understood and agreed that the guards of the **AGENCY** will not be in any way be employees of the **BFAR** and the latter shall not be responsible for any claim for personal injury or damage including death, caused to any of the guards or to any third persons where such injury or death arose was in the course of the performance of duties of said guards;

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10. The **AGENCY**, without additional charge, will actively aid the authorized investigators of the **BFAR** or the local police agencies in the investigation of cases involving injury, loss or damage that may be incurred by the **BFAR**;

11. The **AGENCY** shall be responsible for any loss or damage that may be incurred upon the real properties and installations of the **BFAR** and personal properties properly turned over to the **AGENCY** during the hours guarded by the security guards or representatives. The **AGENCY** and its assigned guards shall exercise extraordinary care and diligence to prevent the said loss or damage;

12. The **AGENCY**, for additional protection of the **BFAR**, hereby agrees to hold the latter free from all liabilities, including causes of action which may be filed by any of the security guards or supervisors by reason of the employment by the **AGENCY** under the provisions of the New Labor Code, presidential issuances, or any of the laws pertinent to the Employer-Employee relationship;

13. The **AGENCY** shall, free of charge, include **BFAR** personnel in the conduct of its trainings, and in turn, the **AGENCY** shall be allowed the use of the **BFAR** Facilities following the **IATF**-prescribed guidelines on the matter;

14. In consideration of the guarding services, the **BFAR** hereby covenants to pay the **AGENCY** the contract price of **THIRTY-ONE MILLION TWO HUNDRED FORTY-THREE THOUSAND ONE HUNDRED SEVENTY-THREE AND 48/100 (Php 31,243,173.48) ONLY from January to December 31, 2022;**

15. The Contract Price shall be fixed and not subject to adjustment except when there is mandated increase in wages by the **DOLE**; Provided further that the Agency Fee shall remain fixed and not subject to adjustment for the entire duration of the Agreement

16. In consideration of the payment made by the **BFAR** to the **AGENCY** as herein mentioned, the **AGENCY** hereby covenants to provide satisfactory guarding services to the **BFAR** in all respects and in conformity with the provisions of the Agreement;

17. Payment for the services rendered in accordance to the Contract shall be made by **BFAR** to the **AGENCY** on a monthly basis and, subject to the withholding of any lawful charges and subject further to the presentation by the **AGENCY** of a certification that the wages have been paid and that all remittances due to the government are made as required under existing government auditing rules and regulations;

18. The following documents are hereby incorporated and made part of this Agreement as though fully written out and set forth herein in so far as they are not inconsistent with terms hereof:

- a) ANNEX A- Bid Form and the Price Schedule submitted by the Bidder
- b) ANNEX B - Schedule of Requirements
- c) ANNEX C - Technical Specifications

ATTY. EDGARDO SORIANO  
Star Special Corporate Sec.  
Management, Inc.

MILDRED M. BUAZON  
Chief, Administrative Division

EDUARDO R. CONGONA  
Head of Procuring Entity/  
BFAR National Director



- d) ANNEX D - General Conditions of Contract
- e) ANNEX E - Special Conditions of Contract
- f) ANNEX F - Performance Security
- g) ANNEX G- Entity's Notification of Award
- h) ANNEX H- Certificate of Availability of Funds

18. In case of disagreement on whether or not the **AGENCY** is liable for any loss or damage to the **BFAR**, the **BFAR** shall not withhold payment on back or current charges for guarding; Provided however, that the **AGENCY** shall execute a bond from GSIS in the amount equivalent to the stolen property or damaged condition to indemnify the **BFAR** for whatever loss or damage determined due to the negligence and/ or failure of the assigned guards to exercise diligence to prevent said loss or damage;

19. The venue of any action between the parties arising from this Agreement shall be the proper courts in Quezon City;

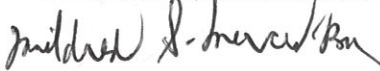
20. This Agreement shall be for the period of **February to December 31, 2022** (January to December 31, 2022) or unless sooner terminated by either party, in which case, the parties shall be given thirty (30) days prior to notice.

21. Within **Two (2) months** prior to the end of contract, the **BFAR** shall notify the **AGENCY** for contract extension in the event that the former is still on the process of procurement.

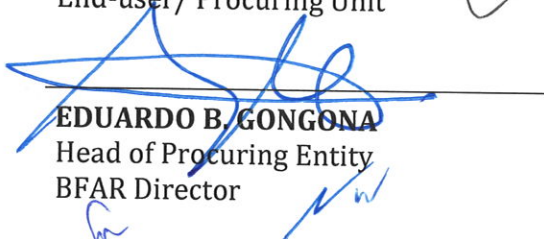
**IN WITNESS** whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

**FOR THE ENTITY:**

SIGNED, SEALED, DELIVERED BY:



**MILDRED M. BUAZON**  
End-user/ Procuring Unit

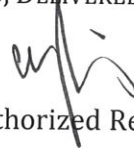


**EDUARDO B. GONGONA**  
Head of Procuring Entity  
BFAR Director

**SIGNED IN THE PRESENCE OF:**

**FOR THE SUPPLIER:**

SIGNED, SEALED, DELIVERED BY:



Supplier's Authorized Representative

PETER C. TADILI  
Star Special Corp. Security Mngmt, Inc.  
WITNESS

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ACKNOWLEDGMENT

Republic of the Philippines )  
Quezon City ) S.S.

BEFORE ME, a Notary Public within and for Quezon City, personally appeared the following:

NAME	GOV'T. ISSUED ID	DATE AND PLACE ISSUED
EDUARDO B. GONGONA	Philippine Passport no. P8110350A	DFA Manila July 27, 2018
MILDRED M. BUAZON	BFAR ID 082	June 02, 1996, Q.C.
ATTY. EDGARD SORIANO	Drivers Lic. No. NO2-01-456847	Quezon City

WITNESS

known to me to be the same persons who executed and signed on the left-hand side of each page of the foregoing instrument consisting of \_\_\_\_\_ (#) pages, including this page and acknowledged to me that the same is their free and voluntary act and deed.

WITNESS MY HAND SEAL on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ at Quezon City.

NOTARY PUBLIC

Doc No. 303  
Page No. 60  
Book No. Lx-6  
Series of 2022

FEB 15 2022

ATTY. ELISEO S. CALMA JR.  
Notary Public  
Roll No. 50183  
PTR No. 2454359-D Jan. 03, 2022  
IBP No. 141058, Jan. 04, 2021  
MCLE Comp. No. VI-0012817 until April 14, 2022  
20 Kamagong St., Saptamanal Village  
East Fairview, Quezon City  
ADM Matter No. NP-067  
Until Dec. 31, 2021  
Extended as Commission Under B.M. 3795  
Until June 30, 2024

ATTY. EDGARD SORIANO  
Star Special Corporate Sec. Management, Inc.

  
MILDRED M. BUAZON  
Chief, Administrative Division  
EDUARDO B GONGONA  
Head of Procuring Entity/  
BFAR National Director