



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 \_\_\_\_ day of \_\_\_\_ 2023 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, **ATTY. DEMOSTHENES R. ESCOTO** 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,

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

MILDRED M. BUAZON  
Division Chief  
Administrative Division

ATTY. DEMOSTHENES R. ESCOTO  
Officer-in-Charge,  
Bureau of Fisheries and Aquatic  
Resources

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

**WHEREAS,** the opening of bids was conducted last December 22, 2022, 01:30 PM at via Zoom 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	<b>HIRING OF DA-BFAR SECURITY SERVICES FOR THE PERIOD OF JANUARY 1, 2023 TO DECEMBER 31, 2023</b>	Php <b>34,000,000.00</b>	Php <b>33,860,582.88</b>

**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 December 19, 2022 and verified the authenticity of the documents submitted;

**WHEREAS,** in the Post-Qualification Report submitted by the TWG dated January 03, 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;



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 eleven (111)** security guards at the following locations:

	No. of Hours Per Shift		No. of Guards Per Shift			Total No. of Guards	Delivered, Weeks/ Months
	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	January 1, 2023 to December 31, 2023
BFAR - Arcadia Bldg., Quezon Ave., Quezon City	3		1	1	1	3	
Shift-in-Charge		2	1	1		2	

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ATTY. EDGARDO SORIANO

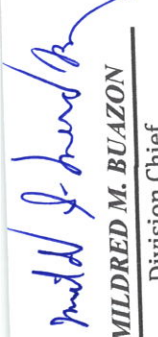
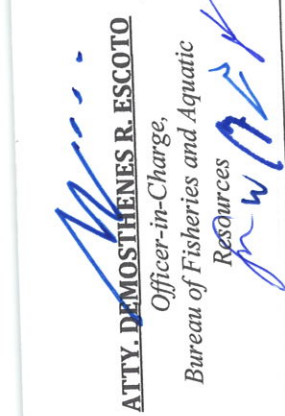
Star Special Corporate Sec. Management, Inc.

MILDRED M. BUASON

Division Chief  
Administrative Division

ATTY. DEMOSTHENES R. ESCOTO

Officer-in-Charge,  
Bureau of Fisheries and Aquatic Resources

**ATTY. DEMOSTHENES R. ESCOTO**  
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**MILDRED M. BUAZON**  
Division Chief  
Administrative Division

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

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Central Office Over all Supervising Officer/ Detachment Commander			1	1		1	
BFAR - NFFTC Muñoz, Nueva Ecija	3			4	4	4	12
BFAR - NIFTC Tanay, Rizal	3			3	2	2	7
On Board/ MV-DA BFAR			2	1	1		2
BFAR - NMFDC Sangley Point, Cavite City	3			1	2	2	5
BFAR - NBATRC Pagbilao, Quezon	3			5	5	5	15
BFAR- NIFTDC Bonuan, Dagupan City, Pangasinan	3			8	8	8	24

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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	
TOTAL								111 Security Guards

## 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 including submission of Brgy. Medical Certificate/ swab test result
- 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;

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Officer-in-Charge,  
Bureau of Fisheries and Aquatic  
Resources



## 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.
- 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 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;

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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).
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



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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;
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-THREE MILLION EIGHT HUNDRED SIXTY THOUSAND (Php 33,860,582.88) ONLY** from January to December 31, 2023;
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



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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
- 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 **January to December 31, 2023** 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. Buaizon*  
**MILDRED M. BUAZON**  
End-user/ Procuring Unit

*Atty. Demosthenes R. Escoto*  
**ATTY. DEMOSTHENES R. ESCOTO**  
Officer-in-Charge  
Bureau of Fisheries and Aquatic  
Resources

**SIGNED IN THE PRESENCE OF:**

WITNESS

**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
<b>ATTY. DEMOSTHENES ESCOTO</b>	BFAR ID 159	September 2003, QC
<b>MILDRED M. BUAZON</b>	BFAR ID 082	June 02, 1996, Q.C.
<b>ATTY. EDGARD SORIANO</b>		

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 **11** (#) 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 **JAN 16 2023** day of **20** at Quezon City.

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Series of 2023

**FOR THE SUPPLIER:**

SIGNED, SEALED, DELIVERED BY:

Supplier's Authorized Representative

*Atty. Edgardo C. Soriano*  
**ATTY. EDGARDO C. SORIANO**  
President

WITNESS

*Peter C. Tadili*  
**PETER C. TADILI**  
EVP/COO

**NOTARY PUBLIC**  
**ATTY. RUBEN AZANES, JR.**  
UNTIL DECEMBER 31, 2023  
PTR No. 4029325D, 01/08/2023-Q.C.  
IBP No. 293181/1-10-Q.C Chapter  
Roll of Attorneys No. 46427  
Admin Matter No. 025  
MCLE NO. VII-C018605/05-24-2022  
TIN No. 140-394-386  
Agora, Crame, Q.C.