



CONTRACT AGREEMENT FOR SECURITY SERVICES

THIS AGREEMENT made the JAN 05 2024 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

DUTIES AND OBLIGATIONS OF THE AGENCY

I. REQUIREMENTS FOR THE SECURITY GUARDS

A. RESOURCES

The **AGENCY** shall deploy **ONE HUNDRED FOURTEEN (114)** security guards at the following locations:

	Number of Shift per Hour/s		Number of Guards Per Shift			Total No of Guards	Delivered, Weeks/ Months
	8 hrs	12 hrs	1 st	2 nd	3 rd		
- BFAR- Central Office Fisheries Building Complex, BPI Compound, Brgy. Vasra, Elliptical Road, Q.C.	3		10	9	9	28	January 2024 to
BFAR – Arcadia Bldg., Quezon Ave., Quezon City	3		1	1	1	3	
Shift-in-Charge		2	1	1		2	
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	

ATTY. EDGARDO C. SORIANO
 SUPPLIER'S AUTHORIZED REPRESENTATIVE

ATTY. DEMOSTHENES R. ESCOTO
 BFAR NATIONAL DIRECTOR



Republic of the Philippines
 Department of Agriculture
BUREAU OF FISHERIES AND AQUATIC RESOURCES
BIDS AND AWARDS COMMITTEE OFFICE

2/F Fisheries Building Complex, BPI Compound, Brgy. Vasra, Visayas Ave., Quezon City
 December 31, 2024
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BFAR – NMFDC Sangley Point, Cavite City	3		1	2	2	5
BFAR – NBFTC Pagbilao, Quezon	3		5	5	5	15
BFAR- NIFDC Bonuan, Dagupan City, Pangasinan	3		8	8	8	24
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
BFAR-NCR No. 8 Kalayaan Avenue, Quezon City	3		1	1	1	3
TOTAL:						114

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
- 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;



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- 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.
- 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;



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- 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;
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
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-EIGHT MILLION TWO HUNDRED EIGHTY-FOUR THOUSAND FORTY-EIGHT PESOS AND 20/100 (Php 38,284,048.20) from January to December 31, 2024;**
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;



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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, 2024** 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.

ATTY. DEMOSTHENES R. ESCOTO
HEAD OF PROCURING ENTITY/
NATIONAL DIRECTOR

[Handwritten signature]
[Handwritten initials]
for:

ATTY. EDGARDO C. SORIANO
President
SUPPLIER'S AUTHORIZED
REPRESENTATIVE

[Handwritten signature]
for:



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BUREAU OF FISHERIES AND AQUATIC RESOURCES

STAR SPECIAL CORPORATE SECURITY MANAGEMENT INC.

Mildred M. Buazon
MILDRED M. BUAZON
 END-USER/PROCURING UNIT

SIGNED IN THE PRESENCE OF:

Peter N. Tadili
PETER N. TADILI
 SUPPLIER'S WITNESS

for:

for:

BUREAU OF FISHERIES AND AQUATIC RESOURCES

STAR SPECIAL CORPORATE SECURITY MANAGEMENT INC.

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
ATTY. DEMOSTHENES ESCOTO	BFAR ID 159	September 2003, QC
MILDRED M. BUAZON	BFAR ID 082	June 02, 1996, Q.C.
ATTY. EDGARD SORIANO	Driver Lic. No. NO2-01-456847	May 30, 2024 /QC

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 **08** (#) 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 05 2024 day of JANUARY 2024 at Quezon City.

NOTARY PUBLIC

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ATTY. RUBEN M. AZAÑES, JR.
 NOTARY PUBLIC IN QUEZON CITY
 AM Adm. Not. Corp. No. NP-025 (2024)
 IBP O.R. No. 384112 - Jan. 1, 2024 / Q.C. / Roll No. 46427
 PTR No. 5555119 - Jan. 2, 2023 / Q.C. / TIN: 140-394-836-000
 MCLE Compliance No. VII-0018605 valid until 04-15-2025
 Address: Bagong Lipunan ng Crame, Q.C.

