

**CONTRACT FOR SECURITY SERVICES OF MARINA CENTRAL OFFICE AND ITS
SATELLITE OFFICES FOR FY 2024**

KNOW ALL MEN BY THESE PRESENTS:

This contract for security services made and entered into by and between:

MARITIME INDUSTRY AUTHORITY (MARINA), an attached agency of the Department of Transportation (DOTr) created pursuant to Presidential Decree No. 474, with principal office address at Marina Bldg., 20th Street corner Bonifacio Drive, 1018 Port Area (South), herein represented in this Agreement by its Administrator, **SONIA B. MALALUAN**, hereinafter referred to as the "**CLIENT**";

-and-

APL SECURITY SERVICES CORPORATION, a corporation duly organized and existing under and by virtue of the laws of the Philippines, with principal office address at No. 40-D Macopa St., Sta Mesa Heights, Quezon City, herein represented by its President/General Manager, **MA. LORENA D. MAGTALAS**, herein after referred to as the "**AGENCY**".

The **CLIENT** and the **AGENCY** shall hereinafter be collectively referred to as "**Parties**" and individually as "**Party**".

WITNESSETH:

WHEREAS, **MARINA** is in need of security services for the protection and safekeeping of its offices, buildings, properties, and assets, whether real or personal; maintenance of peace and order within its premises at **MARINA Building located at A. Bonifacio corner 20th Street, Port Area, Manila, POEA Ground Floor, Ortigas, Pasig City and MARINA Satellite Office located at SM Manila, Concepcion corner Arroceros Street, San Marcelino, Ermita Manila**, and such other locations as may be determined by the **CLIENT** (the "**Premises**"); ensuring the safety of **CLIENT** officers, directors, employees, guests, authorized personnel, visitors and other third persons who are within or inside the **Premises**; keeping order while implementing the law, **CLIENT** rules, policies and regulations; as well as ensuring the security, peace, safety of the **CLIENT** and continued operation of its business against any physical threat, seen or unseen (the "**Security Services**");

WHEREAS, the **AGENCY** is engaged in the business of providing security guards throughout the Philippines and is duly licensed as such under Republic Act 11917, otherwise known as the "**Private Security Services Industry Act**"; and has offered to provide the **CLIENT** with private uniformed security guards;

WHEREAS, the **CLIENT** desires to engage the services of the **AGENCY** to provide uniformed security guards;

WHEREAS, the Bids and Awards Committee of **MARINA** through its Resolution dated March 21, 2024, recommended the issuance of Notice of Award (NOA) to the **AGENCY** having the Lowest Calculated Responsive Bid (LCRB) for the Procurement of Security Services for the **MARINA Central Office and Its Satellite Offices for FY 2024**;

WHEREAS, on March 21, 2024, a Notice of Award was issued in favor of **APL SECURITY SERVICES CORP.** for the bid amount of **NINE MILLION EIGHT HUNDRED SEVENTEEN THOUSAND EIGHT HUNDRED TWENTY PESOS AND NINETY-TWO CENTAVOS (Php 9,817,820.92)** for ten (10) months and shall be effective Seven Calendar days after the issuance of the Notice to Proceed (NTP).

NOW THEREFORE, in consideration of the foregoing premises, the parties hereunto have mutually agreed, as they do agree, on the following terms and conditions:

1. SCOPE OF SERVICE.

The **AGENCY** shall provide the works or services required for Security Services of the **CLIENT's**, Main Office and its Satellite Offices in accordance with the Schedule of Requirements and Technical Specifications for the said project herein attached as **Annex A, Annex B and Annex C**, respectively.

The following documents and other requirement stated in the TOR shall be deemed to form and be read and construed as integral part of this Agreement:

- 1.1. Schedule of Requirements (Annex A);
- 1.2. Technical Specifications (Annex B);
- 1.3. Term of Reference (Annex C)
- 1.4. Bid Form and the Price Schedule submitted by the Bidder (Annex D);
- 1.5. General Conditions of Contract (Annex E);
- 1.6. Special Conditions of Contract (Annex F);
- 1.7. Notification of Award (Annex G);
- 1.8. Performance Security (Annex H); and
- 1.9. Notice to Proceed (Annex I).

2. The **AGENCY** shall render, undertake, and perform security services as detailed herein below for the benefit of the **CLIENT** at the **CLIENT's** premises at Marina Bldg., 29th Street corner Bonifacio Drive, 1018 Port Area (South), Manila.
3. The service to be provided by the **AGENCY** under this Agreement shall consist of the provision of uniformed security guards, duly licensed in accordance with Republic Act 11917, as amended, and the rules and regulations of the Philippine National Police (PNP).
4. The **AGENCY** shall initially provide the **CLIENT** with twenty- four (24) security guards who shall render twenty-four (24) hours security services in an **EIGHT (8)** hours and **TWELVE (12)** hours shift duty daily. The number of contracted guards may be increased or decreased at any time on written request of the **CLIENT**;
5. The **AGENCY** shall make available guard relievers and/or replacements when the need arises, such as in the case of absence of the assigned security guards. However, if the **AGENCY** has a shortage of relievers, the **AGENCY** shall have the option to extend the working hours of any guard or guards present at the premises of the **CLIENT** to cover the post of the absentee.
6. There shall be no employer-employee relationship between the **CLIENT**, on the one hand, and the **AGENCY** and the guards whom the **AGENCY** may assign to perform the services called for, on the other. Accordingly, the **AGENCY** retains the exclusive and direct supervision and control over its own guards assigned to the


CLIENT, over the means, manner, and method of performing their work under this agreement.

7. The AGENCY, hereby acknowledges that no authority has been conferred upon it by the CLIENT to hire any persons in behalf of the CLIENT, and that other than for the purpose of which they are intended, the guards whom the AGENCY may assign to perform the services called for under this Agreement, are not in any way or manner connected with or related to the CLIENT, and that whatever instructions may be given by the CLIENT directly to the AGENCY'S guards shall be construed simply as a desire of the CLIENT to insure maximum service results.

It is hereby understood and agreed that the guards whom the AGENCY may assign to perform the services called for are and shall remain the exclusive employees of the AGENCY only;

8. The AGENCY shall assume responsibility for any loss due to theft, pilferage and trespass which the CLIENT may suffer during the watch hours of the former's assigned security guards, provided it shall have been established within reasonable doubt after due investigation, said loss or damage was principally due to the gross negligence or fault of the security guard of the AGENCY and after it had also been established with the same degree of proof that the property or article allegedly damaged or lost were present inside the CLIENT'S secured establishment just before the loss or damage occurred or was discovered. The AGENCY, however, shall not assume responsibility for any of the following conditions:

- 8.1. Where the loss occurred inside a closed and/or locked warehouse, office, room and/or building, wherein under normal conditions the guard/s had no access except where it had been proven beyond a reasonable doubt that the door or any part of the office had been forcibly opened and said loss is reported to the guard immediately upon discovery.
- 8.2. Where the property claimed to have been lost or damaged were kept in a space or storage and were 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 the CLIENT'S employees, who therefore, became directly responsible for their use, care and safekeeping;
- 8.3. Where such loss, was the result of the following: mob violence, tumultuous affrays, acts of dissidence, demonstrations, and rallies of third parties, war insurrection or revolution;
- 8.4. Where the item/s reported were small and pocketable and the CLIENT had not expressly required and authorized the searching of all personnel who enter and leave its establishment;
- 8.5. When the loss was discovered after the departure of a visitor, occupant or employee from the premises and whose vehicle and/or bags or luggage were not authorized to be searched by the CLIENT;

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- 8.6. In any other case where the loss of, or damage to, the property or properties of the CLIENT is beyond the normal control of the security guard or guards assigned in the premises of the CLIENT;
 - 8.7. Loss or damage due to force majeure or fortuitous events;
 - 8.8. Loss or damage due to acts of the guard/s while performing tasks or instructions and/or instance of the CLIENT other than those specified in the agreement and those expected from the security guards by the AGENCY;
 - 8.9. Inside jobs perpetrated by employees, agents and representatives of the CLIENT and;
 - 8.10. Loss or damage to personal effects or properties of individual employees left by them anywhere inside the CLIENTS's premises.
9. The CLIENT obligates itself to report in writing to the AGENCY of the occurrence of any compensable loss or damage to the CLIENT's properties within FORTY - EIGHT (48) HOURS after such occurrence, otherwise, the CLIENT agrees to waive its right to proceed against the AGENCY to secure compensation for such loss or damage.
 10. The CLIENT agrees to pay for and in consideration of the AGENCY undertaking this contract the sum of **NINE MILLION EIGHT HUNDRED SEVENTEEN THOUSAND EIGHT HUNDRED TWENTY AND 92/ 100 PESOS ONLY (Php. 9,817,820.92)** for twenty- four (24) guard for nine (9) months, for eight (8) hours duty and twelve (12) hours duty daily inclusive of VAT, payable every 15th and end of the month. The monthly contract rate shall be inclusive of the basic pay, night differential pays, five days' incentive leave, 13th month pay, uniform allowance, SSS premium, Philhealth, state insurance fund and Pag-ibig fund.
 11. Should any lawful order be enacted, decreed or promulgated during the term of this Agreement which would increase the AGENCY's cost for rendering the services called for hereunder, the CLIENT hereby expressly agrees that the monthly fee hereinabove stated shall be adjusted accordingly to the extent by which the AGENCY's cost shall be increased. The said adjustment shall take effect on the same date the AGENCY's cost shall increase.
 12. The CLIENT shall not deduct nor withhold any amount from the billing of the AGENCY for any reason whatsoever unless the PARTIES signifies its consent in writing.
 13. The CLIENT hereby agrees to an interest of two (2%) per month which shall be charged on all overdue accounts owed by the CLIENT in favor of the AGENCY and in the event the AGENCY endorses any overdue account of the PRINCIPAL for collection, by a Collecting Agency, the CLIENT hereby agrees to reimburse and pay the AGENCY the fees and other collection expenses of said collection agency.
 14. The parties agree that all the covenants and agreements herein contained shall be deemed conditions as well as covenants and that any breach of the provisions

herein shall entitle the innocent party to the damages, actual and compensatory, exemplary, nominal and temperate. Any suit arising from this contract shall entitle the innocent party to an amount not less than twenty-five percent (25%) of the award or damages as attorney's fees plus cost of suit. Any question which may arise between the parties by reason of this document and which has to be submitted for decision to a court of jurisdiction, is hereby agreed to be in Quezon City, Metro Manila, waiving for this purpose any and all other proper venue;

15. Nothing in this Agreement shall be construed to establish an employer-employee relationship between the CLIENT and the AGENCY which is an independent contractor with sufficient equipment, materials, manpower and resources to carry on its business.
16. This Agreement shall be binding upon the administrators, executors, successors and assigns of the parties hereto. It is understood that failure by the AGENCY to exercise any of the rights granted to it under this agreement shall not be construed as a waiver or abandonment of such rights.
17. **CONFIDENTIALITY.** The parties and all of their staff or representatives who will be involved in the implementation of the contract shall sign a mutual Non-Disclosure Agreement and maintain strict confidentiality on any information accessed from the MARINA database or provided by MARINA. This condition shall apply even after this Contract ends. **APL SECURITY SERVICES CORP.** shall not disclose any proprietary or confidential information relating to MARINA or to this Contract without prior written consent from the latter.
18. **"NO GIFT POLICY" UNDERTAKING.** The contracting parties undertake to comply with **MARINA No Gift Policy** which is deemed incorporated into this Contract. No MARINA personnel shall solicit, demand, or accept, directly or indirectly, any gift from any person, group, association, or juridical entity, whether from the public or private sector, at any-time, on or off the work premises where such gift is given in the course of official duties or in connection with any transaction which may affect the functions of their office or influence the actions of directors or employees, or create the appearance of a conflict of interest.
19. **TERMINATION CLAUSE.** The CLIENT shall have the right to terminate this Contract in case the AGENCY fails to observe the covenants herein stipulated or at will, provided that in both cases, notice shall be given by the CLIENT to the AGENCY at least thirty (30) days prior to the date of termination.
20. **SEVERABILITY CLAUSE.** All other terms, conditions and stipulations accompanying this Contract together with all proposals and all mandatory provisions of the IRR of RA 11917, shall form as an integral part of this Contract between the parties. In case any provision or stipulation hereof is declared invalid, null and void or contrary to law, rules and regulations, the unaffected portion shall remain valid and effective.
21. This Agreement shall take effect on **16 May 2024** upon receipt by the AGENCY of the Notice to Proceed and shall be effective for a period of Ten (10) months unless sooner terminated by the CLIENT pursuant to the termination clause of this Contract and can be renewed based on GPPB Resolution No. 06-2022, approving the guidelines on the renewal of regular and recurring services

IN WITNESS WHEREOF, the parties have caused these presents to be signed and executed by its duly authorized representatives ^{MAY 06 2024} in Quezon City, Philippines.

APL SECURITY SERVICES CORP.

MARITIME INDUSTRY AUTHORITY

By:



MA. LORENA D. MAGTALAS
President/General Manager

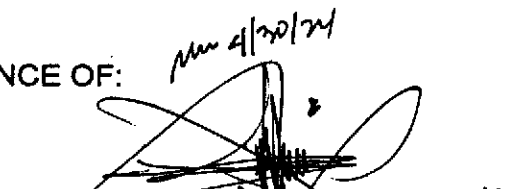
By:

^{4/20/24}

SONIA B. MAIALUAN
Administrator

SIGNED IN THE PRESENCE OF:


Bernie E. Sifiel
Operations Manager

^{mm 4/20/24}

VIKEN CONSTANTINE C. MEJINA
MFAS-GSD
End-user / Representative


Eden Z. Evangelista
Chief Accountant, MARINA

ACKNOWLEDGEMENT

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

BEFORE ME, a Notary Public personally appeared this ~~MAY 08 2024~~ 2024 the following:

COMPANY REPRESENTATIVE

ID NO./CTC

MA. LORENA D. MAGTALAS

TIN No. 168-833-889-000

SONIA B. MALALUAN

PASSPORT NO. P8153689B
ISSUED ON 12 NOV. 2021

Known to me to be the same persons who executed the foregoing instruments and acknowledge to me that the same is their own free act and voluntary deed as well as that the corporation being represented.

This instrument consisting of SEVEN (7) pages, including this page wherein the acknowledgment is written was signed by the parties and their instrumental witness on each and every page.

WITNESS MY HAND AND NOTARIAL SEAL.

NOTARY PUBLIC

ATTY. ROSALINDA Y DE LA ROSA MONTENEGRO
NOTARY PUBLIC

My Commission expire on Dec. 31, 2025
Admin. Matter No. NP-027(2024-2025)
PYR No. 539555 HC/2024-Q.C.
IBF OR No. 342768 01/05/2024-Q.C.
ROLL No. 59465

MCLE Compliance No. VII-0021672 Valid Until April 14, 2025

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