

CONTRACT FOR SECURITY SERVICES OF MARINA CENTRAL
OFFICE AND ITS SATELLITE OFFICES FOR FY 2026



KNOW ALL MEN BY THESE PRESENTS:

This contract for security services was 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 office address at 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 and place of business 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: That

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 the premises of the CLIENT's at **MARINA Building located at A. Bonifacio corner 20th Street, Port Area, Manila, POEA Ground Floor, Ortigas, Pasig City and MARINA National Capital Region at 32nd Floor, Trium Square Building, 2183 Sen. Gil J. Puyat Ave., Pasay City, 1300 Metro Manila**, its connection assets, 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 supplying 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 conditions under Section 18.2.2 of the Implementing Rules and Regulations of Republic Act No. 12009, otherwise known as the New Government Procurement Act, the renewal of contracts for regular and recurring services were duly conducted i.e.,(a) an assessment by the End -User or Implementing Unit to justify the suitability of renewal in lieu of conducting another procurement activity; and (b) a performance evaluation showing the satisfactory performance of service provider, both which produced satisfactory results.

WHEREAS, the Bids and Award Committee of MARINA through its Resolution No. 262A dated 26 December 2025 recommended the renewal of contract amounting to **Ten Million Five Hundred Eighty-Nine Thousand Six Hundred Twenty and 61/100 (P10, 589,620.61) Pesos** for twelve (12) months.

WHEREAS, on _____, a Notice of Renewal was issued in favor of **APL SECURITY SERVICES CORPORATION** for the contract amount of **Ten Million Five Hundred Eighty-Nine Thousand Six Hundred Twenty and 61/100 (P10, 589,620.61) Pesos** for Twelve (12) Months based on the rules and regulations as stipulated in the Republic Act 9184 or the Government Procurement Reform Act”, Republic Act 12009, or the New Government Procurement Act (NGPA), and the mandatory wage adjustment under Wage Order No. NCR-26.

NOW THEREFORE, in consideration of the foregoing premises, the parties hereto have mutually agreed, as they do agree, to adopt 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.

The following documents and other applicable requirements stated in the TOR drafted in 2025 shall be deemed to form and be read and construed as an integral part of this Agreement:

- 1.1. Schedule of Requirements;
- 1.2. Technical Specifications;
- 1.3. Terms of Reference;
- 1.4. General Conditions of Contract;
- 1.5. Special Conditions of Contract; and
- 1.6. Performance Security;

- 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, A. Bonifacio corner 20th Street, Port Area, Manila, POEA Ground Floor, Ortigas, Pasig City and **MARINA** National Capital Region at 32nd Floor, Trium Square Building, 2183 Sen. Gil J. Puyat Ave., Pasay City, 1300 Metro 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 the 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 ensure 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, 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 to 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 instances 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 CLIENT'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 **Ten Million Five Hundred Eighty-Nine Thousand Six Hundred Twenty and 61/100 (P10, 589,620.61) Pesos** for twenty- four (24) guard for **Twelve (12) 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 pay, 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. Except if there is a legitimate question raised on the invoice or Statement of Account (SOA), 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

award or damages as attorney's fees plus the 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 **15 January 2026** and shall be effective for a period of **Twelve (12) months** unless sooner terminated by the CLIENT pursuant to the termination clause of this Contract and can be renewed based on Republic Act 9184 or the Government Procurement Reform Act" and Republic Act 12009, or the New Government Procurement Act (NGPA) 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 this 14 JAN 2020 in Quezon City, Philippines.

APL SECURITY SERVICES CORP.

By:


MA. LORENA D. MAGTALAS
President/General Manager


MARITIME INDUSTRY AUTHORITY

By:


SONIA B. MALALUAN
Administrator

SIGNED IN THE PRESENCE OF:


Ms. ANA MELANIE E. DOLEND
Finance Manager


VIEN CONSTANTINE C. MESINA
Chief, MFAS-GSD, MARINA


MS. EDEN Z. EVANGELISTA
Chief, Accounting Division, MARINA

ACKNOWLEDGEMENT

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

BEFORE ME, a Notary Public personally appeared this ~~14~~ **14 JAN 2026** 2026 the following:

COMPANY REPRESENTATIVE	ID NO./CTC
MA. LORENA D. MAGTALAS	CRN-0033-2074308-6
SONIA B. MALALUAN	PASSPORT NO. P8153689B Issued 11/12/2021

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 is 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. MA. CECILIA T. ABAYON
 Notary Public for and in Quezon City
 Admin Matter No. NP233 (2025-2028)
 PTR No. 7473354 Valid Until December 2026
 IBP OR No. 577526 / 1.6.2026 / Q.C
 Roll No. 84155
 MCLE Compliance No. VIII-0004212, April 14, 2028
 Rm 312 ACRE Bldg. 137 Malakas St., Brgy. Central, Quezon City

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 Book No.: IV
 Series of 2026

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