



Republic of the Philippines  
OFFICE OF THE PRESIDENT  
**OPTICAL MEDIA BOARD**

No. 35 Scout Limbaga Street, Brgy. Laging Handa, Quezon City



**NOTICE TO PROCEED**

**08 April 2025**

**MS. KATHRINE MAE M. LABARENTOS**

Licensee/Director for Admin

**SAINT NICOLAS SECURITY AGENCY, INC.**

#6A RJ Building, Congressional Ave. cor. Abra St.,  
Quezon City, Philippines

Dear **Ms. Labarentos**:

The attached Contract having been approved, notice is hereby given to **SAINT NICOLAS SECURITY AGENCY, INC.**, that the performance of the **Security Services for CY 2025** in an amount of **One Million Six Hundred Forty-One Thousand Two Hundred Eighty-Six Pesos and 32/100 in Philippine Currency (PhP 1,641,286.32)** shall commence effective on the date of receipt of this notice.

Upon receipt of this notice, you are responsible for performing the service under the terms and conditions of the Agreement and in accordance with the schedule.

Please acknowledge receipt of this notice by signing in the space provided below.

Very truly yours,

**DENNIS LORENZO B. PINLAC, CSEE**

*Head of Procuring Entity*

OIC, Office of the Chairperson and CEO

*I acknowledge receipt of this Notice on*

*Name of Representative of the Supplier*

*Authorized Signature*

**APRIL 10, 2025**

**KATHRINE MAE M. LABARENTOS**

## SECURITY SERVICES CONTRACT

### KNOW ALL MEN BY THESE PRESENTS:

This contract is made and entered into by and between the:

**SAINT NICOLAS SECURITY AGENCY, INC.**, a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal office address at #6 RJ Building, Congressional Avenue corner Abra Street, Barangay Ramon Magsaysay, Quezon City, represented in this act by its Licensee/Director for Admin, **KATHERINE MAE M. LABARENTOS**, as per Board Resolution/Secretary Certificate No. Dated 28 February 2025, and hereinafter referred to as the "**AGENCY**".

-and-

**OPTICAL MEDIA BOARD**, with office address at 35 Scout Limbaga Street, Laging Handa, Quezon City herein represented by its Chairperson, **MR. DENNIS LORENZO B. PINLAC, CSEE** and herein referred to as the "**CLIENT**".

### WITNESSETH, That:

**WHEREAS**, the **CLIENT** is desirous of engaging the services of a security agency to guard and protect its office building, officers, employees, visitors, and guest, from theft, pilferage, robbery, trespassing, and other unlawful acts by a stranger or third persons;

**WHEREAS**, the Approved Budget for the Contract (ABC) is **ONE MILLION SEVEN HUNDRED THOUSAND PESOS (Php 1,700,000.00)**, in Philippine Currency;

**WHEREAS**, in line with the foregoing requirement, the **CLIENT**, through the OMB Bids and AWARDS Committee (OMB-BAC) posted the invitation to Bid (ITB) on the Procurement of security services for the **OMB** on the Philippine Government Electronic Procurement System (PhilGEPS) and the **CLIENT**'s website on February 12, 2025;

**WHEREAS**, the **AGENCY**, one of the service providers that participated in the bidding, has represented itself as a duly registered and licensed security service agency by the Philippine National Police (PNP) under License No. 006248, valid until 30 June 2026;

**WHEREAS**, after the bidding process duly conducted by the **CLIENT-BAC** on March 04, 2025 and upon careful evaluation, the bid of the **AGENCY** in the amount of **ONE MILLION SIX HUNDRED FORTY ONE THOUSAND TWO HUNDRED EIGHTY SIX & 32/100 (Php 1,641,286.32)** in Philippine Currency, the same has passed the legal, Technical, and Financial Eligibility Evaluation and after Post Qualification Evaluation, the latter was declared as the Lowest Calculated and Responsive Bid (LCRB) AS REFLECTED IN **BAC Resolution No. 2025-006** dated March 04, 2025, a copy of which is herein attached marked as Annex "A" and made an integral part hereof;



**WHEREAS**, the Client Chairperson and CEO approved CLIENT-BAC Resolution No. 2025-006 series of 2025 recommending the award of the contract to the AGENCY in the amount of **ONE MILLION SIX HUNDRED FORTY ONE THOUSAND TWO HUNDRED EIGHTY SIX & 32/100 (Php 1,641,286.32)** in Philippines Currency, for a period of one year. A copy of the Notice of Award is attached as Annex "B" and made an integral part hereof;

**WHEREAS**, the **AGENCY**, duly licensed to render protective services has accepted to provide the services required by the **CLIENT** under the conditions herein set forth;

**NOW, THEREFORE**. for and in consideration of the foregoing premises, the parties hereto agreed and do hereby mutually agree to be bound by the covenants and stipulations herein set forth as follows:

- I. **The following document shall be deemed to form and to be read and construed as part of this CONTRACT:**

<b>Annex Description</b>	<b>Annex No.</b>
a. BAC Resolution No. 2022-007	A
b. Notice of Award	B
c. Invitation to Bid	C
d. Bid Bulletin No. 1	D
e. Instructions to Bidders	E
f. Bid Data Sheet	F
g. Schedule of Requirements	G
h. Technical Specifications	H
i. PNP License No. 006248	I

**II. DUTIES AND OBLIGATIONS OF THE AGENCY**

1. The **AGENCY** shall provide, maintain and deploy the specified number of efficient, well trained, experienced, and trustworthy security guards (SG) to protect the **CLIENT** premises, the Properties, and assets therein against theft, pilferage, robbery, damage, or loss, malicious mischief, trespass assault, arson, or other unlawful acts and destructive acts by strangers or third persons, as well as to provide general security to Client officers, employees, and clients, while they are within Client premises.
2. The deployed SGs shall provide security services, daily including legal and special holidays. However, future adjustments regarding the time scheduled



shall be reserved in favor of the **CLIENT** in consonance with whatever alterations the latter may find necessary. The number of security guards may be subsequently increased or decreased as may be determined by the **CLIENT** depending upon circumstances. It is understood and agreed upon, that the guards assigned by the **AGENCY** shall possess the qualifications required in Republic Act No. 11917 and its implementing Rules and Regulations issued by the PNP.

3. The **Agency** shall assign to the **CLIENT** uniformed and adequately trained security personnel with duly licensed firearms and sufficient ammunition at all times during the tour of duty with adequate licenses and permits from appropriate government agencies and duly equipped with supplies necessary for the successful implementation of their job.
4. The SG including the roving patrol shall register their time-out and sign in a book bound logbook provided in their post. At the end of the month, the Agency shall submit the summary report to support the Monthly Statement of Account to be forwarded to the **CLIENT**.
5. The **AGENCY** shall provide the following:
  - Four (4) SGs to be assigned at the CLIENT; Assigned SGs must be fully equipped with holsters, basic first aid kit, flashlight, and prescribed licensed firearm with adequate ammunition;
  - Provision and installation of Two (2) sets High resolution and quality CCTV with six (6) to eight (8) cameras and its paraphernalia;
  - Two (2) units Monitor to view the activities recorded by the CCTV;
  - Two (2) units of Digital Video Recorder (DVR) with a capacity to retain real-time recording for at least three (3) months to be stored in the provided external hard disk;

The proof of compliance for the minimum and basic qualifications of the security guards to be assigned to the **CLIENT** must be provided to the **CLIENT**, as follows:

- Filipino citizen;
- Must have at least three (3) of experience in providing security services;
- With a valid license issued by PNP, Supervisory Office for Security and Investigation Agencies (SOSIA), AND Philippine Association of Detective and Protective Agency Operators (PADPAO);
- Must have training certificate relevant to the task to be performed;
- Must be duly licensed to carry a prescribed firearm;
- With good moral standing;
- Good personal hygiene;



- Completed at least 2<sup>nd</sup> year college or preferably college graduate;
- Must comply with the standard height for security guard;
- Must be trained and knowledgeable in basic CCTV operation;
- Physically and mentally fit;
- Passed the Neuropsychiatric examination and drug test conducted by PNP/NBI, at expense of the AGENCY;
- Must have undergone training in handling firearms with a certificate and / or license;
- Must have undergone basic in-service training from accredited schools for security guards;
- With valid PNP and National Bureau of Investigation (NBI) Clearance;

### III. REPRESENTATIONS AND WARRANTIES

1. The SG shall be hired by the **AGENCY** and this contract shall not be deemed in any way as to constitute a contract of employment by and between the **CLIENT** and any of the SG hired by the **AGENCY**, but merely as a contract of **AGENCY** to render security and investigative services to the **CLIENT**. It is therefore understood that the security guards are the employees of the **AGENCY**.
2. The **AGENCY** hereby holds itself responsible and liable for the loss or damage that may be caused to be **CLIENT's** properties and installations as well as the properties of its officer, personnel and guest duly accounted for and placed under the custody of the guard at the guarded premises, arising from theft, pilferage, robbery, malicious mischief, vandalism and for the protection of the lives and safety of the **CLIENT's** officials, personnel, visitors/ guests and clientele, if after due investigation such losses or damages were due to the negligence, omission or fault of the security guard on duty.
3. The **AGENCY** assumes full and sole responsibility for the proper conduct of, and performance of duties by the security guards employed by it during the watch hours.
4. **CLIENT** is specifically released from any acts or omission of the security guards of the **AGENCY**.
5. The **AGENCY** also agrees to hold the **CLIENT** entirely free and harmless from any liability resulting from injury or any other cause of actions that may be filed by said security guard by reason of the employment under this contract or under the provision of the Minimum Wage Law or such other laws which are now in effect or which may hereafter be executed.



6. That the **AGENCY** warrants to comply with its obligations as employer pursuant to the Labor Code, Worker's Compensation Law, Social Security Act, and other Philippine Laws, with regard to its personnel who may be assigned to render the aforementioned services at the **CLIENT** premises. Should any national or local wage/salary adjustment have been forced during the validity of this contract of the **AGENCY** and shall be considered a necessary amendment of this contract;

#### IV. RIGHTS AND OBLIGATIONS OF CLIENT

1. For and in consideration of the services rendered by the **AGENCY** to Client during the effectivity of the contract, the latter shall pay the former the total contract price of **ONE MILLION SIX HUNDRED FORTY ONE THOUSAND TWO HUNDRED EIGHTY SIX & 32/100 (Php 1,641,286.32) Pesos**, which shall be paid in the manner stated in Annex "B" of this contract. It is understood that the aforesaid amount is already, inclusive of all taxes and other fees as may be required by the government upon presentation by the **AGENCY** of certification from the Chief of Administrative and Finance Division that the services have actually been rendered.
2. The **AGENCY** shall be responsible for the proper performance of duties of its security guards and shall solely be responsible for any acts or omission of said security guards during their watch hours, the Client being specifically released from any liabilities to the Third Party arising from the acts or omission of the security guards of the **AGENCY**.
3. The **AGENCY** shall assume responsibility for loss, pilferage or damage only of such property of the **CLIENT** that were duly inventoried or listed and placed under the control of the guards of the **AGENCY** if after inventory it is established that such property was lost, pilfered or damaged during the hour of duty of the guard of the **AGENCY**, and that the same was the result solely of the act, omission, negligence, or fault of the guard, and provided further that such loss, pilferage or damage is reported by the **CLIENT** in writing to the **AGENCY** within Forty-eight (48) hours from discovery or occurrence. In the event that the **AGENCY** is made to pay for such loss or damage a Police Investigation Report is required. However, the **AGENCY** shall assume no responsibility if such loss or damage is due to force majeure or fortuitous event or to any of the following conditions
  - a. Where the property claimed to have been lost or damaged were kept in an open space or unfenced storage, and were not duly turned over to the **AGENCY** or have been issued to **CLIENT'S** employee who therefore become directly responsible for the use, care and safekeeping.
  - b. Where such loss was the result of any or all of the following: robbery-in-band, riot, and tumultuous affrays, act of dissidents, war, insurrection or revolution, demonstration and/or rallies.
4. In the event of the promulgation of any decree or law, providing for the grant of other forms of allowance and/or change in minimum wage of guards, the basic rate herein stipulated per guard shall be increased proportionately, in accordance with the said amendments to the **Minimum Wage Law** and/or new decree or new law. The increase, mentioned in this paragraph shall be implemented automatically



after a (30) days written notice to the **CLIENT** without need of executing a new contract.

5. It is expressly understood and agreed that the **CLIENT** shall not be held responsible or liable for any claim or claims for personal injury or damage, including death, caused either to any security guards or to any third party, although such injury, damage or death arose out of or in the course of the lawful performance of the duties of said guards.
6. The **CLIENT** shall in no case arbitrarily deduct the cost of lost/damaged property from the billing of the **AGENCY** without the prior consent of the latter.
7. The **AGENCY** totally absolves the **CLIENT** from any and all liabilities due to claim filed by the security guards assigned to the **CLIENT**, relative to violations of Labor Laws, the SSS Laws, Presidential Decrees, or any special laws now in effect or which may hereinafter be enacted.
8. The **CLIENT**, shall, at all times, have the right to inspect the SGs deployed at **CLIENT** and may, at any time, request for the replacement of any SGs assigned to it.
9. The **CLIENT** reserves the right to reject and/ or request for replacement of any of the **AGENCY's** assigned personnel at its discretion if it finds the services of subject personnel unsatisfactory;
  - a. The **AGENCY** shall maintain a very satisfactory level of performance throughout the term of the contract based on a prescribed set of performance criteria, which shall include, among others: (i) quality of service delivered; (ii) time management; (iii) management and suitability of personnel; (iv) contract administration and management; and (v) provision of regular progress reports; and
  - b. Before the end of the year, the **CLIENT** shall conduct an assessment or evaluation of the performance of the service **AGENCY** based on the set of performance criteria prescribed by the former.

## V. SECURITY PROCEDURE

The **CLIENT** will provide the **AGENCY** with an inventory containing the list of company assets, equipment, and other properties to be guarded. Nonetheless, other assets, equipment, and properties not included in the list but are found within the business premises of the **CLIENT** and shall likewise be protected at all times. Provided, furthermore, that the absence of such inventory list shall not preclude the **AGENCY** from performing its duties and obligations.

To ensure effectiveness in safeguarding and protecting the aforesaid properties, a "gate pass" containing the description of the property must be duly filled out and signed by the concerned official allowing the said property to be brought out of the **CLIENT** premises. In this connection, the **CLIENT** will furnish the **AGENCY** a copy of the respective specimen signatures of approving officials.



The **CLIENT** agrees that all outgoing vehicles shall be subject to inspection by the SG on-duty. The foregoing provision on "gate pass" shall likewise apply to **CLIENT** properties found inside the car compartment.

## **VI. PERFORMANCE SECURITY BOND**

The **AGENCY** hereby undertakes to furnish the **CLIENT** a Performance Security Bond in an amount equal to **THIRTY (30) PERCENT** of the total contract price, surety bond issued by a surety or insurance company, which may be increased whenever the requirement of the **CLIENT** also increases, as guarantee for the payment of any claim made by the **CLIENT** for losses, liability, injury or damage arising from or growing out of the **AGENCY'S** operations under this contract, and for the faithful performance made by the latter of the covenants, obligations, and undertaking assumed and agreed to by the parties hereunder, such bond to be and to remain in force until the period of prescription provided by law for the filling of such claim(s) or loss, liability, injury or damage shall have within the said period, the in any such case, said shall continue.

## **VII. DURATION OF THE CONTRACT and VENUE of ACTION**

This contract shall take effect from **April 14, 2025** to **April 13, 2026**, unless sooner terminated in accordance with the provisions thereof. This Contract may be renewed by the parties at least thirty (30) days prior to the expiration of the same without prejudice to and in accordance with the provisions of R.A 11917, its Implementing Rules and Regulations and Revised Guidelines on Extension of Contracts for General Support Services.

The **CLIENT** or the **AGENCY** reserves the right to terminate this contract for any cause or reason upon thirty (30) days prior notice to the other party. Provided that in case of litigation arising from or in connection with this contract, the parties agree that the venue for the action shall be at the proper court in Quezon City.

## **VIII. MISCELLANEOUS PROVISIONS**

In case any provision or stipulations hereof is declared invalid, null and void or contrary to law, rules, and regulations, the unaffected portion remains valid and effective.

IN WITNESS WHEREOF, the parties have hereunto signed this contract on the date and place above-stated.

OPTICAL MEDIA BOARD  
AGENCY, INC.

BY:



**MR. DENNIS LORENZO B. PINLAC, CSEE**  
*Officer-in-Charge, Chairperson and CEO*

SAINT NICOLAS SECURITY

BY:




**KATHERINE MAE M. LABARENTOS**  
*Licensee/Director for Admin*



SIGNED IN THE PRESENCE OF:

  
**MARY ROSE B. ESCOBAR**  
Office of the Chairperson and CEO

  
**LUCKY JANE B. MARFIL**  
Finance Officer

ACKNOWLEDGEMENT

Republic of the Philippines  
Quezon City

BEFORE ME, a Notary Public for and QUEZON City, personally appeared:


Name	Government ID No.	Date & Place Issued
Optical Media Board By: Dennis Lorenzo B. Pinlac		
Saint Nicolas Security Agency, Inc. By: Katherine Mae M. Labarentos	Driver's License NO4-11-024811	Feb. 9, 2022 - Quezon City

Known to me known to be the same persons who executed the foregoing instrument and who acknowledge to me that the same their free and voluntary act and deed that of the institutions they respectively represent.

This instrument refers to a Security Services Contract consisting of eight (8) pages, including this page on which the Acknowledgement is written, with each and every page signed by the parties and their instrumental witnesses.

WITNESS MY HAND AND SEAL on this 10 APR 2025, Quezon City, Philippines.

Doc. No.: 442 :  
Page No.: 109 :  
Book No.: XVII :  
Series of 2025.

  
**ATTY. CONCHITA P. VILLAREÑA**  
NOTARY PUBLIC FOR QUEZON CITY  
ADM. MATTER NO. NP-021 (2024-2025)  
UNTIL DECEMBER 31, 2025  
ROLL NO. 30457 / 05-09-1980  
IBP NO. 461667 / 10-29-2025  
PTR NO. 6989624 / 01-02-25  
MCLE NO. VII-0006994 / 09-21-2021  
TIN NO.: 131-942-754