

SERVICE AGREEMENT

KNOWN ALL MEN BY THESE PRESENTS:

This Contract of Service made and entered into by and between:

The **OFFICE OF CIVIL DEFENSE REGIONAL OFFICE III**, with office and the postal address at Diosdado Macapagal Government Center, Barangay Maimpis, City of San Fernando, Pampanga 2000 and herein represented by its Regional Director, **MARIA THERESA R ESCOLANO, MNSA**, of legal age, Filipino, hereinafter known as the **PROCURING ENTITY**;

and

STELLAR 167 MANPOWER RECRUITMENT & SERVICES INC. with office and postal address at 3/F Carmen Bldg., Caruncho Avenue San Nicolas, Pasig City and herein represented by its Authorized Representative, Chief Operating Officer, **MR. JAMES CHRISTOPHER VERANO** of legal age, Filipino, hereinafter known as the **SUPPLIER**.

Witnessed

WHEREAS, pursuant to the above, the Department of Health (DOH) issued a Department Memorandum No. 2020-0160 with the Subject: Interim Guidelines on Management for the National Capital Region Mega Temporary Treatment and Monitoring Facilities (MTTMF) in the Philippine International Convention Center (PICC), World Trade Center (WTC), Rizal Memorial Coliseum (RMC), Ninoy Aquino Stadium, and Philippine Arena. Said guidelines outline the management of the MTTMFs to include the Philippine Arena;

WHEREAS, pursuant to OCD Memorandum No. 243C s. 2020 dated 01 May 2020, the Office of Civil Defense Region 3 was tasked to provide logistical requirements to include provision of janitorial services for the Mega Temporary Treatment and Monitoring Facility at the Philippine Arena, Bocaue, Bulacan;

WHEREAS, the Office of Civil Defense Region 3 was tasked to provide logistical requirements for the National Temporary Quarantine Facility at the Philippine Arena, Bocaue, Bulacan;

WHEREAS, to ensure the continued, unhampered and efficient operations of the Philippine Arena as a quarantine facility, the Office of Civil Defense (OCD) needs to engage ancillary services to provide janitorial services to the said facility;

WHEREAS, there is a need to ensure that the Philippine Arena, as a quarantine site, is provided with top janitorial services;

WHEREAS, the **PROCURING ENTITY** procures the services of the **SUPPLIER** under Emergency Cases 53.2 as specified in GPPB Circular 03-2020 dated 9 March 2020 re approving the adoption of efficient, effective and expedient procurement procedures during a state of Public Health Emergency;

Albarran Legaspi
DIR MARIA THERESA R ESCOLANO, MNSA
Regional Director, Office of Civil Defense RO III

MS. Marie Jaynet Cunanan
MS. MARIE JAYNET CUNANAN
C Chief, OS, OCD3

MR. James Christopher Verano
MR. JAMES CHRISTOPHER VERANO
Chief Operating Officer, Stellar 167 Manpower Recruitment & Services Inc.

Witness


DIR MARIA THERESA R ESCALANO, MNSA
Regional Director, Office of Civil Defense RO III


MS. MARIE JAYNET CUNANAN
C Chief, OS, OCD3


MR. JAMES CHRISTOPHER VERANO
Chief Operating Officer, Stellar 167 Manpower Recruitment & Services Inc.

Witness

approving the adoption of efficient, effective and expedient procurement procedures during a state of Public Health Emergency;

WHEREAS, the SUPPLIER agrees to serve the PROCURING ENTITY by providing JANITORIAL SERVICES AT THE NATIONAL TEMPORARY QUARANTINE FACILITY AT THE PHILIPPINE ARENA, CIUDAD DE VICTORIA, BOCAUE, BULACAN;

NOW, THEREFORE, for the terms and in consideration of the foregoing premises and the terms and conditions herein set forth, the PARTIES hereto agree as follows:

1. EFFECTIVITY AND DURATION OF AGREEMENT

1.1 The contract term shall be for a minimum duration of 14 days or until the consummation of the contract price but shall not exceed two (2) months. The contract shall take effect upon the issuance of Notice to Proceed (NTP) and shall remain in full force and effect until all requirements have been delivered according to the signed contract.

1.2 If the Service Agreement is not renewed after its expiration as per the date specified in Provision 1.1 above, the **SUPPLIER** reserved the right to either stop temporarily the service without prior notice to **PROCURING ENTITY**.

1.3 Should the **SUPPLIER** opt to continue the performance of the contracted services, the **PROCURING ENTITY** shall, within three (3) working days, submit to **SUPPLIER** the signed Service Agreement otherwise, **SUPPLIER** shall cease its services until all aforementioned documentary requirements are complied.

2. PAYMENT's TERMS AND CONDITIONS

2.1 The Service Provider shall be paid after the first 14 days, upon submission of an accomplishment report, Billing Statement/Sales Invoice indicating the actual number of work hours for each employee/staff or actual number of loads and cleaning supplies consumed and other documentary requirements as may be necessary. The remaining payment shall be on a weekly basis upon submission of required documents stated above.

2.2 The **SUPPLIER** must accept send bill arrangement for payment

2.3 The **SUPPLIER** shall ensure and guarantee that the salaries and benefits of its personnel deployed in the identified quarantine sites are properly paid on time in accordance with the law.

2.4 The fee may change during the contract period caused solely by economic factors that would render the present price unviable and could only be implemented upon agreement by both parties.

3. DOCUMENTARY REQUIREMENTS

3.1 The **SUPPLIER** must be accessible to the Philippine Arena for faster delivery/arrangements

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DIR MARIA THERESA R ESCOLANO, MNSA
Regional Director, Office of Civil Defense RO III

MJ
MS. MARIE JAYNE T CUNANAN
C Chief, OS, OCD3

JCR
MR. JAMES CHRISTOPHER VERANO
Chief Operating Officer, Stellar 167 Manpower
Recruitment & Services Inc.

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3.2 The **SUPPLIER** must comply with the following requirements/qualifications for Emergency Procurement:

- Current and valid Mayor's permit or Business Permit
- Original Copy of Notarized Omnibus Sworn Statement; and
- Quotation/proposal for the service to be rendered.

In case of recently expired Mayor's or Business Permit/Business Permit, the following are required:

- Official Receipt as proof of application and payment for the renewal of the permit; and
- An unnotarized Omnibus Sworn Statement (OSS) subject to submission of the Mayor's Permit and notarized OSS after award of contract but before payment.

3.3 The **SUPPLIER** must have proven capability and good track record in the janitorial service industry with minimum relevant experience of two (2) years.

3.4 The **SUPPLIER** must be compliant with all existing labor laws and regulations including Philhealth, SSS and PAGIBIG of their personnel.

3.5 The **SUPPLIER** must be flexible to the requirements of the end user.

3.6 The **SUPPLIER** must be readily available on call 24/7.

4. MANPOWER REQUIREMENTS

4.1 The **SUPPLIER** shall provide manpower for the maintenance of cleanliness and orderliness in the entire facility. The janitorial personnel must be physically fit and able to perform efficiently within a 12-hr shift.

4.2 The Manpower shall be composed of:

Description	Quantity	Shift
Team Leader/Supervisor	1	8-hr regular shift
Janitor/Utility Workers	8	8 AM – 8 PM *on call for night duty

5. SCOPE OF SERVICES AND OTHER SERVICE AGREEMENT PROVISIONS

5.1 The **SUPPLIER** must include all stations of the quarantine facility, hallways, the accommodation for the frontliners, walls and comfort rooms.

5.2 The **SUPPLIER** shall collect garbages from each rooms and put in the temporary holding area for immediate disposal.

5.3 The **SUPPLIER** must assign personnel in each of these areas as necessary:

Area	Description
Vicinity Cleaning and Garbage Preparation	Cleaning and Maintenance of surrounding area; such as parking lots, frontyard, backyard and perimeter area Responsible for Garbage or proper waste preparation
Cold Zone	Responsible for Cleaning the common areas away from the patients, PUIs/ medical areas such as: Billeting Areas of the Frontline Personnel
Hot Zone	Responsible for Cleaning the dangerous zones such as patients' individual rooms, Nurses Stations, Testing and Specimen Collection Facility, Donning and Doffing Area, Triage Area, Comfort and Shower Rooms, Utility Areas, etc.

Distribution of Comfort Rooms/ Toilet:

Tent	No of Shower Rooms	No of Comfort Rooms/ Toilet
Tent 1 (104 beds)	24	24
Tent 2 (104 beds)	24	10
Tent 3 (92 beds)	-	26
TOTAL	48	60

5.4 The **SUPPLIER** must be willing to extend services to other areas as may be determined by the **PROCURING ENTITY**.

5.5 The **SUPPLIER** shall comply with the laws governing employees' compensation, Philhealth, Social Security System, and labor standards, and other laws, rules and regulations of employment.

5.6 The **SUPPLIER** shall assume full responsibility for any claim that its personnel may make by reason of their employment and in case of accident or injury incurred in the line of duty except if personnel contracts COVID-19 or similar signs and symptoms.

5.6 The **SUPPLIER** shall provide supplies and equipment which includes, but are not limited to the following:

CLEANING MATERIALS	OTHER SUPPLIES
1. Liquid Bacterial Soap	1. Hand Washing Liquid Soap

Theresa R Escolano
DIR MARIA THERESA R ESCOLANO, MNSA
 Regional Director, Office of Civil Defense RO III

Marie Jayne T Cunanan
MS. MARIE JAYNE T CUNANAN
 C Chief, OS, OCD3

James Christopher Verano
MR. JAMES CHRISTOPHER VERANO
 Chief Operating Officer, Stellar 167 Manpower Recruitment & Services Inc.

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4. Brush	5. Garbage Bags
5. Toilet Bowl Cleaner	6. Microfiber/ Ordinary Rug
6. Plunger	7. Spray Gun Clear Bottle
7. Cleaning Gloves (Rubber)	
8. Broom (Tingting and Tambo) and Dust Pan	
9. Mop	
10. Trolley Cart	

5.7 The **SUPPLIER** must also provide its janitorial personnel necessary PPEs such as face masks and gloves. However, proper PPEs can be provided by the **PROCURING ENTITY** to the utility workers who may be exposed to a COVID-19 patient if deemed necessary.

6. PRE-TERMINATION OF SERVICE AGREEMENT

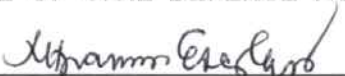
5.1 In case either PARTY wishes to terminate this contract before the expiration therefore, a written notice must be given prior to its termination date.

5.2 The procuring entity may opt to extend or terminate personnel contract through the service provider at any given time, as deemed necessary on the basis of performance, derogatory behavior, and/or any type of misdemeanor.

NOWHEREFORE, in consideration of the foregoing premises, the parties hereto have agreed to the abovementioned terms and condition;

IN WITNESS WHEREOF, the parties hereto have hereunto affixed their Signature this 13 0 JUL 2020 at PASIG CITY Philippines.

OFFICE OF CIVIL DEFENSE RO III


 DIR MARIA THERESA R ESCOLANO, MNSA
 Regional Director,
 Procuring Entity

STELLAR 167 MANPOWER RECRUITMENT & SERVICES INC.


 MR. JAMES CHRISTOPHER VERANO
 Chief Operating Officer
 Supplier

WITNESSED BY:


 MS. MARIE JAYNE T CUNANAN
 Chief, OS, OCD3

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES
 CITY OF PASIG CITY

BEFORE ME, a Notary Public for and in the City of PASIG CITY personally appeared the following persons, presenting their respective evidence of identity, to wit:

Name	Government I.D. No.	Date and Place Issued
DIR MARIA THERESA R ESCOLANO, MNSA		
MR. JAMES CHRISTOPHER VERANO		

And represented to me that their respective signatures on the foregoing instrument were voluntarily affixed by them for the purposes stated in the instrument and who declared that they have executed the foregoing instrument as their free and voluntary act and deed.

This instrument consists of only five (5) pages, including this page in which this acknowledgement is written, duly signed by the parties and their instrumental witnesses on each and every page hereof

WITNESS MY HAND AND SEAL this 30 day of JULY, 2020 at PASIG CITY, Philippines

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AMN
 EDWIN G. CONDAYA
 NOTARY PUBLIC
 PASIG PATEROS & SAN JUAN
 UNTIL DEC. 31, 2020
 PTR NO. 6423914 1-2-20
 IBP NO. 056031/APPT. NO. 54 2019-20
 ROLL NO. 26583
 TIN NO. 210-598-191-000
 MCLE V-005493
 2ND FLOOR ARMY AL BLDG. URBANO
 VELASCO AVE. MALINAO, PASIG CITY

