

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

ONE CAFÉ AND EVENTS PLACE INC., with office and postal address at 602 One Corporate Center Building Julia Vargas Street Corner Meralco Avenue Ortigas Center Pasig City and herein represented by its Authorized Representative, **MR. ANNIEL LINDSEY ANGELLO B. LOPIDO** 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 catering/meal 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 catering services to both patients, medical frontliners and ancillary workers;

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


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


MS. MARIE JAYNET CUNANAN
Chief, OS, OCD3


MR. ANNIEL LINDSEY ANGELLO B. LOPIDO
Authorized Representative, One Café and Event's Place Inc.


EDILBERTO L. PASCUAL
Witness

WHEREAS, the SUPPLIER agrees to serve the PROCURING ENTITY by delivering individually packed meals on a scheduled time as advised by the Procuring Entity;

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 discussed above, the SUPPLIER reserved the right to either stop temporarily the service without prior notice to PROCURING ENTITY.

1.3 The PROCURING ENTITY has the power to terminate contract at any given time, as it may deemed necessary on the basis of performance on account at reports received from patients, medical frontliners and ancillary workers.

1.4 The SUPPLIER shall deliver the meals at Philippine Arena, Bocaue, Bulacan on a scheduled time as advised by the PROCURING ENTITY.

2. PAYMENT'S TERMS AND CONDITIONS

2.1 The SUPPLIER shall be paid through send bill arrangement upon the submission of an accomplishment report, statement of account/billing indicating actual number of food packs delivered, and other documentary requirements as may be necessary.

2.2 The PROCURING ENTITY shall pay the SUPPLIER on weekly basis after the first 14 days upon the submission of an accomplishment report, other supporting documents and statement of billing indicating the actual total meal deliveries for the period covered.

3. DOCUMENTARY REQUIREMENTS

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

- Current and valid Mayor's permit or Business Permit
- Income Tax Return
- 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:


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


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


MR. ANNIEL LINDSEY ANGELLO B. LOPIDO
Authorized Representative, One Café and
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MS. MARIE JAYNE T. CUNANAN
C Chief, OS, OCD3


MR. ANNIEL LINDSEY ANGELLO B. LOPIDO
Authorized Representative, One Café and Event's Place Inc.


WITNESS
Witness

- 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.

3.2 The **SUPPLIER** must have proven capability and good track record in the catering industry with minimum relevant experience of two (2) years;

3.3 The **SUPPLIER** must have a valid Sanitary Permit and other related documents;

4. SCOPE OF SERVICES AND OTHER SERVICE AGREEMENT PROVISIONS

4.1 The **SUPPLIER** shall deliver three (3) meals for the patients, health care workers, utility/ maintenance staff, administrative staff, security and other support personnel detailed at the COVID-19 Facility inside Ciudad de Victoria;

4.2 The **SUPPLIER** shall comply with Department Memorandum No. 2020-0166 issued by Department of Health re Interim Guidelines on the Preparation and Handling of Food in Temporary Treatment and Monitoring Facilities for COVID-19 Patients and to the Central Luzon Regional Nutrition Committee Resolution No. 4, s. 2019: Enjoining the Members of the Central Luzon Regional Nutrition Committee and Other National Government to serve Healthy Meals and Integrate Physical Activity During Meetings, Trainings, Seminars and Other Related Activities, the service provider shall be able to serve a balanced meal-based on the suggested meal plan to be approved by the **PROCURING ENTITY**;

4.3 Cost per meal and quantity shall be based on the following:

MEAL	UNIT COST(PhP)	QUANTITY(Estimated Maximum per day)	TOTAL PRICE (PhP)
Breakfast	150.00	400	60,000.00
Lunch	150.00		60,000.00
Dinner	150.00		60,000.00
	450.00	TOTAL	180,000.00
		TOTAL for 24 Days	4,320,000.00

4.4 The **PROCURING ENTITY** shall notify the **SUPPLIER** on the actual number of meals to be prepared (Order List) at least a day prior to delivery, which shall be based on the number of patients, health care workers and other ancillary personnel present. In cases where the number of patients/ health workers exceeds the estimated maximum per day, the cost of meals shall be based on the above computation.

4.5 The **SUPPLIER** must be able to adjust on changes in the orders (additional/ subtractive) in case of emergency admission and/or mass discharge. Due notice

shall be given by the **PROCURING ENTITY** for any increase or decreased in the number of meals. Further, for additional meals the same shall not incur any charges for delivery and shall not be subjected to any minimum number of meals to be ordered, except for the number of additional meals being ordered computed based on the amount per meal.

4.6 Meals, in individual packaging, shall be placed on a designated table on the following schedule,

Meal	Serving Time	Delivery Time
Breakfast	6:30 AM	1 hour ahead of serving time
Lunch	11:30 AM	
Dinner	6:30 PM	

4.7 The **SUPPLIER** shall deliver food in individual biodegradable package, clean, sealed, and presentable with cutlery, table napkin and bottled water.

4.8 The **SUPPLIER** must be flexible to the requirements of the **PROCURING ENTITY** and must be readily available on call 24/7.

5. 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 served prior to its termination date.

5.2 The **PROCURING ENTITY** can terminate the contract upon due notice to the **SUPPLIER** prior to the end of operations at the Philippine Arena TTMF.

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 _____ at _____, Philippines.

OFFICE OF CIVIL DEFENSE RO III



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

ONE CAFÉ AND EVENTS PLACE INC.



MR. ANNIEL LINDSEY ANGELLO
B. LOPIDO
 Authorized Representative
 Supplier

WITNESSED BY:



MS. MARIE JAYNE T CUNANAN
 Chief, OS, OCD3



EDILBERTO U. REMADOR

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES
CITY OF _____) S.S

BEFORE ME, a Notary Public for and in the City of _____
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. ANNIEL LINDSEY ANGELLO B. LOPIDO		

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 _____ day of _____, 2020 at _____, Philippines

Doc. No. : _____
Page No. : _____
Book No. : _____

NOTARY PUBLIC