



Republic of the Philippines
DEPARTMENT OF LABOR AND EMPLOYMENT
Intramuros, Manila



SERVICE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Service Agreement entered into by and between:

The **DEPARTMENT OF LABOR AND EMPLOYMENT**, a government agency with office address at DOLE Main Building, Intramuros, Manila, represented by **Secretary SILVESTRE H. BELLO III**, hereinafter referred to as the **DOLE**;

- and -

LSERV CORPORATION, an agency duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with office address at Unit C&D 21/F Petron Mega Plaza, No. 358 Sen. Gil Puyat Avenue, Makati City, represented by its **President, MR. JOSEPH V. ANGELES**, hereinafter referred to as the **SERVICE PROVIDER**.

WITNESSETH:

WHEREAS, the **DOLE** desires to engage the services of Outsourced Personnel under a **SERVICE PROVIDER** to augment manpower services necessary for the implementation/operation of the Department's programs/projects.

WHEREAS, the **SERVICE PROVIDER**, duly registered at the Securities and Exchange Commission (SEC) with SEC Registration No. A199608971, is an independent organization/service provider with substantial capital, equipment and expertise, primarily engaged in the business of providing manpower services, and has offered such services to **DOLE**;

NOW, THEREFORE, in consideration of the foregoing premises and of the stipulations hereinafter set forth, the parties agreed as follows:

ARTICLE I SCOPE OF SERVICES, PLACE OF OPERATIONS AND RESOURCE MOBILIZATION

Section 1. Description of the service. The **SERVICE PROVIDER** shall provide manpower services, which must conform to the qualifications as defined and detailed in the attached Terms of Reference (TOR) and "**Annex A**" which is an integral part of this Service Agreement;

Reviewed By:
OFFICE OF THE GENERAL COUNSEL
LSERV CORPORATION

Section 2. Place of Operation. The functions and services covered by this Service Agreement are understood to be rendered by the **SERVICE PROVIDER** at the Department of Labor and Employment's (DOLE) Offices and its Bureaus at DOLE Main Building Intramuros Manila, BF Condominium at Solana St. Intramuros Manila and G.E. Antonino Building at Kalaw St., Ermita Manila, or in such other location as may be agreed upon by the parties hereto from time to time;

Section 3. Resource Mobilization. To carry out the necessary manpower services, the **SERVICE PROVIDER** shall:

- (a) Mobilize at least one hundred eight (108) competent, knowledgeable, healthy, reliable, honest, trained and carefully selected personnel. They must have the necessary Medical (including drug test), NBI and Police Clearances, copies of which must be provided to the **DOLE** prior to their deployment. They shall work for at least eight (8) hours a day, five (5) days a week, from Mondays to Fridays except Saturdays, Sundays, and holidays to be deployed as specified in "**Annex B**", which form part of this Service Agreement. Any of the one hundred eight (108) may be substituted or replaced by the **SERVICE PROVIDER**, upon request for assistance or evaluation of the performance of the services rendered by the **DOLE**; and
- (b) Provide its personnel with all the necessary orientation/training/seminars for its own account. The **SERVICE PROVIDER** shall inform its personnel the foregoing terms and conditions.

Section 4. Expansion of Services. The parties may expand or limit the scope of services with corresponding increase or decrease in the one hundred eight (108) personnel committed to deliver the identified services as the need arises provided that due written notice is served to the **SERVICE PROVIDER**, in which case corresponding proportionate adjustment in the consideration shall be made.

Section 5. Special Works and/or Extra Services/Field Works/Local Travel. Any special works or extra services (overtime, Saturdays and Sundays or holidays, job fairs, and anniversaries, among others) that may be required in the performance of services shall be covered by a written authority from **DOLE** and may be paid to the **SERVICE PROVIDER** subject to the submission/sending of special billing statement/s with the necessary attachments and/or supporting documents, such as but not limited to, Daily Time Records (DTRs) and accomplishment reports duly signed by the head of office/immediate supervisor and written authority from **DOLE**.

If deemed necessary and as required by the end-user unit of the **DOLE**, the outsourced personnel of the **SERVICE PROVIDER** may be assigned to do field audit/monitoring, assessment and documentation in line with the performance of their functions. Related transportation and travelling expenses shall be shouldered by the **DOLE**, given that a travel authority has been secured from the concerned Cluster Head and that the said activity/program/project is explicitly stated in the Work and Financial Plan of the end-user unit of the **DOLE**. The **DOLE** shall notify the **SERVICE PROVIDER** at least five (5) working days before the said undertaking.



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