

CONTRACT OF SERVICE

CRN-2020-05-17

KNOW ALL MEN BY THESE PRESENTS:

SAN LAZARO HOSPITAL (SLH), a government hospital under the Department of Health, with principal office address at Quiricada Sta. Cruz, Manila, represented by **EDMUNDO B. LOPEZ, MD, MPH, MHA**, Medical Center Chief II, herein referred to as the "First Party";

and

NEW ORLEANS HOTEL, a duly organized corporation in accordance with the laws of the Philippines with business address 1705 Bambang St., Sta. Cruz, Manila, Philippines represented by **JOHN PAUL V. MEDINA**, Hotel Manager of NEW ORLEANS HOTEL, herein referred to as the "Second Party";

Collectively, they shall be referred to as the "Parties".

Witnesseth, that:

WHEREAS, Department Order No. 2020-0198 dated May 11, 2020 issued by the Department of Health in response to the growing pandemic of Coronavirus Disease 2019 (COVID-19), pertaining to the Guidelines on the Sub-Allotment and Utilization of Funds to Specialty Hospitals and other Government Hospitals for their Health Workers Accommodations, Meals and Vehicle transport from Hospital to Hotel and vice versa;

WHEREAS, the health workers of the **First Party** signified its need for hotel accommodation for a period of fifteen (15) days;

WHEREAS, said request was approved through Hospital Personnel Order No. 31, s.2020;

WHEREAS, Section 53.2 of the IRR of Republic Act 9184 allows Emergency Cases of Hotel Accommodation under Negotiated Procurement. Further, GPPB Resolution No. 06-2020 issued Circular 01-2020 dated April 6, 2020 providing the "Guidelines for Emergency Procurement under the Republic Act No. 11469 or the Bayanihan to Heal as One Act;"

WHEREAS, according to BAC Resolution No. AMP -038 s. 2020, the hotel accommodation will be procured through Section 53.2 of the IRR of RA 9184;

WHEREAS, the **Second Party** was awarded as the Single Calculated Responsive Quotation (SCRQ) according to the BAC Resolution No. AMP -038-A s. 2020, which shall be made as integral part of this Contract;

WHEREAS, the **Second Party** provides hotel accommodations only;

WHEREFORE, in consideration of the foregoing, the **First Party** avails the services of the **Second Party** for hotel accommodation and further agrees that :

I. The **Second Party** shall provide the following services:

- 1) Room accommodation (17 rooms) with two (2) pax per room
- 2) Room accommodation shall be used for fifteen (15) days,
- 3) Free use of Wi-Fi

ANGELI JOYCE I. FIGURACION, CPA
Accountant IV, Accounting Dept.

JOHN PAUL V. MEDINA
Hotel Manager

EDMUNDO B. LOPEZ, MD, MPH, MHA
Medical Center Chief II

Reviewed by

DEZA MALLARI
Front Desk Officer

II. The **First Party** agrees that :

In consideration of the services provided by the **Second Party**, **First Party** shall pay the total amount of Two Hundred Eighty Thousand and Five Hundred Pesos (Php 280,500.00) or One Thousand One Hundred Pesos (Php 1,100.00) per room for a 24-hour hotel accommodation.

III. Payment

1. The **First Party** shall pay a 30% down payment upon check in, amounting to Eighty Four Thousand One Hundred and Fifty Pesos (Php 84, 150.00)
2. Full payment of cost and other incidental charges shall be settled upon check out subject to the policy of the **First Party** in processing of payment and government accounting and auditing rules.

IV. Confidentiality

Both parties agree that they shall each protect and maintain the confidentiality of all personal information, in accordance with applicable governing laws. Further, the Parties agree that the activities covered by this Agreement are confidential in nature, and the Parties respective employees, personnel, agents and representatives shall not, during the term of this agreement and after its termination, disclose to or furnish any person or entity, or use for its own benefit, or cause the publication or disclosure of, any confidential information which has come or may come to its knowledge in the course of the implementation of this Agreement, or in the course of their stay within their places of assignment, and as an incident to this Agreement.

V. Effectivity

The term of this agreement shall cover the duration of fifteen (15) days from June 2, 2020. This Contract of Service may be extended on a daily basis and may be terminated in the event that community quarantine restrictions have been lifted, provided that payment will be computed based on the actual daily accommodation and subject to availability of funds.

IN WITNESS WHEREOF, the parties hereto signed this **CONTRACT OF SERVICE** on ____ day of _____ 2020 at the City of Manila, Philippines.


SAN LAZARO HOSPITAL (SLH)
(First Party)


EDMUNDO B. LOPEZ, MD, MPH, MHA
Medical Center Chief II

NEW ORLEANS HOTEL
(Second Party)


JOHN PAUL V. MEDINA
Hotel Manager

Signed in the presence of:


ANGELI JOYCE I. FIGURACION, CPA
Accountant IV


DEZZA MALLARI
Front Desk Officer



ACKNOWLEDGEMENT

Before me this ____ day of ____ 2020, personally appeared, EDMUNDO B. LOPEZ, MD, MPH, MHA, Medical center Chief II, SAN LAZARO HOSPITAL (SLH), exhibiting to me his PRC I.D. No. _____ issued on _____ at _____ and JOHN PAUL V. MEDINA, Hotel Manager of NEW ORLEANS HOTEL, exhibiting to me his TIN I.D. No. issued on _____ at _____ all known to be same persons who executed the foregoing contract and acknowledged to me that the same is their own free will and voluntary act and deed.


This instrument consists of three (3) pages including this page wherein this Acknowledgement is written, and is signed by the parties and their instrumental witnesses on each and every page hereof.


IN WITNESS WHEREOF, I have hereunto set my hand and Notarial seal on _____ day of _____ 2020.

NOTARY PUBLIC


ATTY. ALFREDO S. AUSTRIA
NOTARY PUBLIC
UNTIL DECEMBER 31, 2023
IBP NO. 32970 UNTIL DEC. 31, 2022/2023
PTR NO 3232746 - JAN. 16, 2023
TIN: 112 - 764 - 290 - 000

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DEZZA MALLARI
Front Desk Officer


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Accountant IV, Accounting Dept.


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Hotel Manager


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Medical Center Chief II