

CONTRACT OF SERVICE

KNOW ALL MEN BY THESE PRESENTS:

CRN 2020-06-19

This contract is entered by:

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

The **JM TRAVEL & TOURS** a private entity organized in accordance with the laws of the Philippines with business address at U-4-10 Ferosa Bldg.2040 San Juan cor. Donada St. Brgy 037 Pasay City, represented by **Daniel Paragatos Romero**, Corporate Secretary herein referred to as the **"Second Party"**;

Collectively referred to as the parties.

-Witnesseth that:

WHEREAS, the **Second Party** is engaged in the business of providing transportation services;

WHEREAS, the **First Party** has engaged the services of the **Second Party** for the conduct of Shuttle/Van Rental (14 vans/roundtrip per van) for the Transportation Services for SLH Employees during Community Quarantine June 22 to July 1, 2020 or a total of ten (10) days

WHEREAS, according to BAC Resolution No. AMP-042-A s. 2020, the shuttle/van rental for the above cited activity will be procured through Section 53.2 of the IRR of RA 9184.

WHEREAS, Section 53.2 of the IRR of Republic Act 9184 allows Emergency Cases of Transportation Services under Negotiation 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 of the Bayanihan to Heal as One Act,"

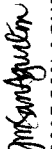
WHEREAS, the **First Party** selected the **Second Party** after the required canvass was conducted.


In consideration of the foregoing premises, the parties have agreed as follows:

1. For the **Second Party** to transport the employees of **First Party** to the agreed destination/s as follows:

Routes:

South (Cavite)	3 vans
North (Bulacan- Malolos/Sta. Maria/ San Jose Del Monte,)	6 vans


JOVY MAE SAN AGUSTIN
Sales Coordinator


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


DANIEL PARAGATOS ROMERO
Corporate Secretary


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



Each van shall have a passenger capacity of 9-10 pax and shall serve on a roundtrip basis for a period of ten (10) days.

2. The **First Party** shall pay the package cost of Three Thousand Five Hundred Pesos (Php 3,500.00) per trip with 9-10 pax per van, for a period of ten (10) days, or a total of Four Hundred Ninety Thousand (Php 490,000.00);
3. **Second Party** shall discharge its obligations to the **First Party** with extraordinary diligence and skills required by law including, but not limited to: (a) providing roadworthy and well-maintained vehicle(s); (b) designating duly licensed and skilled driver(s) to operate the same; and, (c) to refrain from sub-contracting ANY of its obligations in this contract. **In case of breach, Second Party shall be prosecuted to the fullest extent of the law.**
4. Full payment of the total package cost shall be settled after the services and upon submission of billing statement, subject to the policy of the **First Party** in processing of payments, and government accounting and auditing rules;
5. The full amount to be paid under the terms of this contract shall be charged to the funds of the CONAP-MOOE 2019;
6. 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.

7. This Contract shall take effect upon signing of the parties.

IN WITNESS WHEREOF, the parties signed this **CONTRACT OF SERVICE** on 22nd day of June, 2020 in the City of Manila, Philippines.

San Lazaro Hospital

(First Party)

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

JM Travel & Tours

(Second Party)

DANIEL PARAGATOS ROMERO
 Corporate Secretary

Reviewed

