

**CONTRACT OF SERVICE
(EXTENSION)**

CRN-2020-07-20-A

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, Section 53.2 of the IRR of Republic Act 9184 allows Emergency Cases of Hotel Accommodation under Negotiated Procurement.

WHEREAS, a previous Contract of Service was entered into by the Parties last July 1, 2020 for hotel accommodation as recommended and procured under BAC Resolution No. 043-A s. 2020 dated July 1, 2020;

WHEREAS, the Chief Administrative Office, through the Bids and Awards Committee, requested to extend the contract of the project: Hotel Accommodation intended for hospital staff affected by the community quarantine in certain areas in NCR (References: **Purchase Request No. 20-07-0560, Requisition and Issue Slip No. 20-07-939**);

WHEREAS, the health workers of the **First Party** signified its need for hotel accommodation for an additional period of fifteen (15) days from July 16, 2020 to July 31, 2020. BAC Resolution no. AMP 043-B s. 2020 dated July 15, 2020 has been issued recommending the extension of the contract for Hotel Accommodation;

WHEREAS, the Approved Budget for the Contract (ABC) for extension of the project is **Three Hundred Forty Six Thousand Five Hundred Pesos (PHP 346,500.00)**;

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 (21 rooms) with two (2) pax per room
- 2) Room accommodation shall be used for ~~fifteen~~ ⁽¹⁵⁾ days,

Reviewed by:
Legal Office

[Signature]
7/15/2020

[Signature]
DEZEL MALLARI
Front Desk Officer

[Signature]
ANGELI JOYCE I. FIGURACION, CPA
Accountant IV, Accounting Dept.

[Signature]
JOHN PAUL V. MEDINA
Hotel Manager

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

3) Free use of Wi-Fi

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

In consideration of the services provided by the Second Party, **First Party** shall pay the total amount of **Three Hundred Forty Six Thousand Five hundred Pesos (Php 346,500.00)** or One Thousand One Hundred Pesos (Php 1,100.00) per room for a 24-hour hotel accommodation.

III. Payment

Full payment of cost and other incidental charges shall be settled within seven (7) days upon receipt of the billing statement 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 July 16, 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 IV

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

Reviewed by:
Legal Office



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.

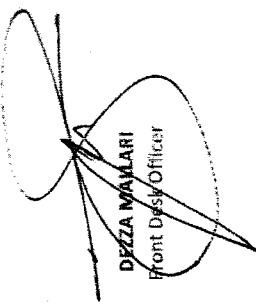
IN WITNESS WHEREOF, I have hereunto set my hand and Notarial seal on 26 day of JUL 2020.

NOTARY PUBLIC

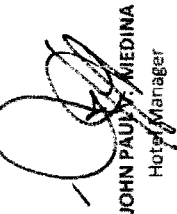
Doc. No. 113
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Book No. XX
Series of 2020.

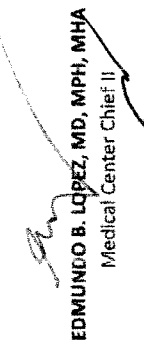
~~ATTY. ALFREDO S. AUSTRIA~~
NOTARY PUBLIC
UNTIL DECEMBER 31, 2019
IBF NO. 32840 UNTIL DEC. 31, 2018/2019
PTR NO. 3232748 - JUL. 15, 2019
TIN. 112-351-250-000

Reviewed by:
Legal Office 7/15/2020


DEZA MAMLARI
Front Desk Officer

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


JOHN PAUL V. MEDINA
Hotel Manager


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