

**CONTRACT OF SERVICE
(EXTENSION)**

CRN-2020-08-24

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 16, 2020 for hotel accommodation as recommended and procured under BAC Resolution No. AMP-043-B s. 2020 dated July 15, 2020;

WHEREAS, the Chief Administrative Officer, 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 within the National Capital Region (NCR) (References: **Purchase Request No. 20-07-0678, Requisition and Issue Slip No. 20-08-1128**);

WHEREAS, the health workers of the **First Party** signified its need for hotel accommodation for a period of eighteen (18) days from August 1, 2020 to August 18, 2020. BAC Resolution No. AMP-043-C s. 2020 dated July 30, 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 **Four Hundred Fifteen Thousand Eight Hundred Pesos (Php 415,800.00)**;

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;


DEZZA MALLARI
Proc. Desk Officer


ANGEL JOYCEL T. FIGURACION, CPA
Accountant IV, Accounting Dept.


JOHN PAUL V. MEDINA
Hotel Manager


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

- 2) Room accommodation shall be used for eighteen (18) days;
- 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 **Four Hundred Fifteen Thousand Eight Hundred Pesos (Php 415,800.00)** 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 eighteen (18) days from August 1, 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 01 day of AUG 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

E-reviewed by 
SLH LEGAL OFFICE

ACKNOWLEDGEMENT

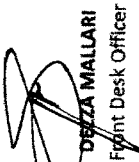
Before me this ____ day of _____ 2020, personally appeared, EDMUNDO B. LOPEZ, MD, MPH, MHA, Medical center Chief II, SAN LAZARO HOSPITAL (SLH), exhibiting to me his PRC I.D. No. _____ issued on _____ at _____ and JOHN PAUL V. MEDINA, Hotel Manager of NEW ORLEANS HOTEL, exhibiting to me his TIN I.D. No. _____ 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 four (4) 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.

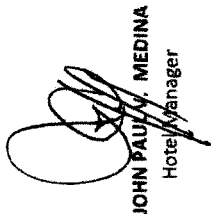
IN WITNESS WHEREOF, I have hereunto set my hand and Notarial seal on 01 day of AUG 2020.

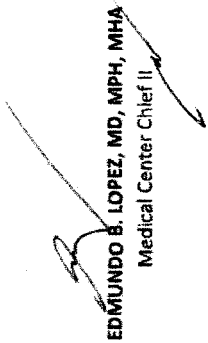
ATTY. ALFREDO S. AUSTRIA
NOTARY PUBLIC
UNTIL DECEMBER 31, 2023
IBF NO. 32940 UNTIL DEC. 31, 2022/2023
PTR NO 3232796 - JAN. 19, 2023
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DEZA MALLARI
Front Desk Officer


ANGELI JOYCE I. FIGURACION, CPA
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