

**CONTRACT OF SERVICE
TRANSPORTATION**

KNOW ALL MEN BY THESE PRESENTS:

CRN 2020-09-29

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 TICKETING OFFICE & RENT-A-VAN CORP**, 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, on March 8, 2020, pursuant to the recommendation of the DOH, President Rodrigo Duterte has agreed to issue a declaration of a State of Public Health Emergency through Proclamation No.922. The said declaration would capacitate government agencies and LGUs to immediately act to prevent loss of life, utilize appropriate resources to implement urgent and critical measure to contain or prevent the further spread of COVID-19, mitigate its effect and impact to the community, and prevent serious disruption of the functioning of the government and the community;

WHEREAS, according to BAC Resolution No. AMP-052 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;

WHEREAS, the **First Party** awarded the **Second Party** after the required canvass was conducted under the issued BAC Resolution No. AMP-052-A s. 2020 dated August 18, 2020;

NOW THEREFORE, in consideration of the foregoing premises, the parties have agreed as follows:

1. For the **Second Party** to transport the **First Party** and its participants to the agreed destination/s as follows:

Routes:

South (Cavite)	2 vans
North (Bulacan- Malolos/Sta. Maria/ San Jose Del Monte,)	5 vans
NCR (CAMANAVA/Muntinlupa/Parañaque/Las Piñas/Taguig/QC)	<u>4 vans</u>
Total	11 vans

JOY MAE SAN AGUSTIN
Sales Coordinator

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

DANIEL PARAGATOS ROMERO
Corporate Secretary

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



2. The **First Party** shall pay the total amount of **Three Hundred Forty Six thousand Five Hundred Pesos (Php 346,500.00)** for the package cost of Three Thousand Five Hundred Pesos (Php 3,500.00) per trip with maximum of 8 pax per van, for the duration of nine (9) days from August 19, 2020 to August 31, 2020, excluding Saturday and Sunday.
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 SAA 2020-06-1118;
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 AUG 19 2020 day of September, 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 TICKETING
 OFFICE & RENT-A-VAN CORP.**

(Second Party)



DANIEL PARAGATOS ROMERO
 Corporate Secretary

Signed in the presence of:



ANGELI JOYCE I. FIGURACION, CPA
 Accountant IV



JOVY MAE SAN AGUSTIN
 Sales Coordinator

ACKNOWLEDGEMENT

AUG 19, 2020

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/her **PRC I.D. No.** _____ issued on _____ at _____ and DANIEL PARAGATOS ROMERO, Corporate Secretary, **JM TRAVEL & TOURS TICKETING OFFICE & RENT-A-VAN CORP.,** exhibiting to me his/her **TIN I.D. No.** _____ issued on _____ at _____ all known to be same persons who executed the foregoing contract and acknowledge 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 where this Acknowledgement is written, and is signed by the parties and their witnesses on each and every page hereof.

AUG 19 2020

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal on ___ day of **MANILA** 2020.

Doc. No. 19
Page No. 2
Book No. XIV
Series of 2020.

ATTY. BUENAVENTURA S. MEDINA JR
NOTARY PUBLIC UNTIL DEC. 31, 2020
ROLL # 4193-A-03
IBP LIFETIME # 9765437-A-03
MCLE # 07653167-A-06
PTR # 4637915-01-07-20
VERIFICATION 88520002 MANILA

JOY MAE SAN AGUSTIN
Sales Coordinator

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

DANIEL PARAGATOS ROMERO
General Manager

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

