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

# 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 PAULV. 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. 2020-0261 dated May 26, 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 August 1, 2020 for hotel accommodation as recommended and procured under BAC Resolution No. AMP-043-C s. 2020 dated July 30, 2020;

WHEREAS, the Chief Administrative Office, through 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. 20-07-0748, Requisition and Issue Slip No. 20-08-1231);

WHEREAS, the health workers of the First Party signified its need for hotel accommodation for a period of twelve (12) days from August 19, 2020 to August 31, 2020. BAC Resolution No. AMP-043-D s. 2020 dated August 17, 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 Two Hundred Seventy Seven Thousand Two Hundred Pesos (Php 277,200.00);

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:

- (12) Room accommodation shall be used for twelve (12) 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 Two Hundred Seventy Seven Thousand Two Hundred Pesos (Php 277,200.00) 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 twelve (12) days from August 19, 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 18<sup>th</sup> day of August, 2020 at the City of Manila, Philippines.

SAN LAZARO HOSPITAL (SLH)

(First Party)

**NEW ORLEANS HOTEL** 

(Second Party)

EDMUNDO B. LOPEZ, MD, MPH, MHA

Medical Center Chief II,

IOHN PAUEY. MEDINA

Hotel Manager

Signed in the presence of:

ANGELI JOYCE I. FIGURACION, CPA

Accountant IV

DEZZA MALLARI Front Desk Officer

### **ACKNOWLEDGEMENT**

| - The second of | DEZZA MALLARI | Front Desk Officer |
|---|---------------|--------------------|
|   |               |                    |
|   |               |                    |

| Before me this day of 2020,                              | personally appeared, EDI  | MUNDO B.    |
|--|---------------------------|-------------|
| LOPEZ, MD, MPH, MHA, Medical center Chief II             |                           |             |
| exhibiting to me his PRC I.D. No.                        | issued on                 | at          |
| and JOHN PAUL V. MEDINA, H                               |                           |             |
| HOTEL, exhibiting to me his TIN I.D. No. issued          | on at                     | all         |
| known to be same persons who executed the foregon        | ing contract and acknowle | edged to me |
| that the same is their own free will and voluntary act a | 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 day of AUG 2020.

> ATTY. ALFREDO S. AUSTRIA NOTARY PUBLIC

UNTIL DECEMBER 31, 2023 #F NO. 32940 UNTIL DEC. 31, 2022/2023 F.A. / - 3 2327 48 - JAN. 15, 2023

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