

CONTRACT OF SERVICE

CRN-2019-12-29

KNOW ALL MEN BY THESE PRESENTS:

This contract is made and entered into this 12th day of December, 2019 in Manila by and between:

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

SM ESGUERRA HOTELS AND RESTAURANTS INC. (BALI VILLAGE HOTEL RESORT AND SPA), a duly organized corporation, in accordance with the laws of the Philippines with business address at Emilio Aguinaldo Highway, Kaybagal South, Tagaytay City, Philippines represented by **ANALYN SIO- VILLA**, OIC-General Manager of SM Esguerra Hotels and Restaurants Inc. (Bali Village Hotel Resort and Spa) , herein referred to as the **"Second Party"**;

Collectively referred to as the **"Parties"**

Witnesseth that:

WHEREAS, the **First Party** needs a venue for the conduct of three (3) days activity entitled **"Rapid HIV Diagnostic Algorithm (rHIVda) Training for Pathologist and Medical Technologist"** to be held on December 15-17, 2019;

WHEREAS, Section 53.10 of the IRR of Republic Act 9184 allows Lease of Real Property and Venue under Negotiated Procurement;

WHEREAS, according to BAC Resolution No. AMP -042 s. 2019, the venue for the above cited activity will be procured through Section 53.10 of the IRR of RA 9184;

WHEREAS, the **Second Party** was awarded as the Lowest Calculated Responsive Quotation (LCRQ) according to the Abstract of Quotation and BAC Resolution No. AMP -042-A s. 2019, which shall be made as integral part of this Contract;

WHEREAS, the **Second Party** provides venue for conduct of training, inclusive of meals;

WHEREFORE, in consideration of the foregoing, the **First Party**, agrees to avail the services of the **Second Party** for venue to be used for the above mentioned activity and further agrees that :

- I. The **Second Party** shall provide the following services:
 - 1) Function room accommodation for 8 hours (53 pax)
 - 2) Complete meals with Breakfast, AM & PM snacks, Lunch and Dinner, free use of facilities and other amenities.
 - 3) Venue shall be used for three (3) days on December 15-17, 2019
 - 4) Room accommodation for 48 pax for three (3) days with additional 5 participants for one (1) day

CERTIFIED TRUE COPY
Procurement Department

ROWENA E. RODRIGUEZ
Admin Asst. III

KATHERINE GACUMA
Front Desk Attendant

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

ANALYN SIO-VILLA
OIC-General Manager

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

Reviewed by

In consideration of the services provided by the Second Party, First Party shall pay the total amount of Two Hundred Sixty Six Thousand Seven Hundred Ten Pesos Only (Php 266,710.00) or One Thousand Seven Hundred Ninety pesos per participant or attendee whichever is applicable, as computed in the Abstract of Quotation.

III. Other Provision:

- 1) In case the number of attendees exceeds the allotted number of participants, the Second Party shall charge the First Party based on exceeding number of attendees at the same rate of 1,790.00 pesos for live in participants.
- 2) Full payment of cost and other incidental charges shall be settled after the event and upon submission of billing statement by the Second Party. However, this is 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 activity entitled "Rapid HIV Diagnostic Algorithm (rHIVda) Training for Pathologist and Medical Technologist" to be conducted on December 15-17, 2019;

IN WITNESS WHEREOF, the parties hereto signed this **CONTRACT OF SERVICE** on 12th day of December, 2019 in the City of Manila, Philippines.

SAN LAZARO HOSPITAL (SLH)

(First Party)

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

SM ESGUERRA HOTELS AND RESTAURANTS INC. (Bali Village Hotel Resort and Spa)

(Second Party)

ANALYN SIO-VILLA
OIC- General Manager

Signed in the presence of:

ANGELI JOYCE I. FIGURACION, CPA
Accountant IV

KATHERINE GACUMA
Front Desk Attendant

Reviewed by

COPIES OF THIS COPY

ACKNOWLEDGEMENT

Republic of the Philippines)
 City of TAGAYTAY CITY)

BEFORE ME, a NOTARY PUBLIC for and in the City of TAGAYTAY CITY, Philippines, on this 31st day of JULY 2020 personally appeared **EDMUNDO B. LOPEZ, MD, MPH, MHA**, Medical Center Chief II of San Lazaro Hospital and **ANALYN SIO-VILLA**, OIC-General Manager of SM Esguerra Hotels and Restaurants Inc. (Bali Village Hotel Resort and SPA) Hotel Suites), known to me to be the same persons who executed the foregoing Contract of Service for Lease of Property and Venue consisting of three (3) pages including this page, all pages of which have been signed by the parties and their witness, and who acknowledges to me that the same is their free and voluntary act and deed.

The Government Valid Identification Cards of the parties were exhibited to me, the same bearing:

NAME	ID No.	Place of Issue	Date of Issue
EDMUNDO B. LOPEZ, MD, MPH, MHA			
ANALYN SIO-VILLA OIC- General Manager	PRN 07419062675 P	CAVITE TAGAYTAY	DEC. 9, 2019

IN WITNESS THEREOF, I have hereunto set my hand and affixed my notarial seal, the day, year and place above written.

NOTARY PUBLIC

Andrew T. Pandan

ATTY. ANDREW T. PANDAN
NOT. COM. NO. TG-19-006
 NOTARY PUBLIC FOR THE PROVINCE OF
 AND CITIES OF CAVITE UNTIL DEC. 31, 2021
 ROLL NO. 45571
 IISD NO. 4225645/1-08-2020/TAGAYTAY CITY
 PTR NO. 095615/11-25-2019/PASIG CITY
 2ND FLR. LAMPARKA BLDG. MAHARLIKAWEST
 TAGAYTAY CITY

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 PUBLIC OFFICE

Romyra E. Rodriguez
 Admin. Asst. III

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 Series of 2020

Reviewed by


Katherine Gacuma
 Front Desk Attendant

Angeli Joyce I. Figuracion, CPA
 Accountant IV, Accounting Department

Analyn Sio-Villa
 OIC- General Manager

Edmundo B. Lopez, MD, MRM, MHA
 Medical Center Chief II