

**CONTRACT OF SERVICE**

**CRN-2020-09-31**

**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. 2020-0261 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 and Meals;

**WHEREAS**, the health workers of the **First Party** signified its need for hotel accommodation for a period of thirty one (31) days from October 1-31, 2020;

**WHEREAS**, Section 53.2 of the IRR of Republic Act 9184 allows Emergency Cases of Hotel Accommodation under Negotiated Procurement. Further, GPPB Resolution No. 06-2020 issued Circular 01-2020 dated April 6, 2020 providing the "Guidelines for Emergency Procurement under the Republic Act No. 11469 or the Bayanihan to Heal as One Act;"

**WHEREAS**, according to BAC Resolution No. AMP -005 s. 2020, the hotel accommodation will be procured through Section 53.2 of the IRR of RA 9184;

**WHEREAS**, the **Second Party** was awarded as the Single Calculated Responsive Quotation (SCRQ) according to the BAC Resolution No. AMP -005-A s. 2020, which shall be made as integral part of this Contract;

**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 thirty (31) days,
- 3) Free use of Wi-Fi

*BEZA MALLARI*  
Front Desk Officer

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

*JOHN PAUL V. MEDINA*  
Hotel Manager

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

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

In consideration of the services provided by the Second Party, **First Party** shall pay the total amount of **Seven Hundred Sixteen Thousand One Hundred Pesos (Php 716,100.00)** 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 thirty one (31) days from October 1, 2020. This Contract of Service shall be terminated in the event that community quarantine restrictions have been lifted and subject to availability of funds.

**IN WITNESS WHEREOF**, the parties hereto signed this **CONTRACT OF SERVICE** on 1<sup>st</sup> day of October, 2020 at the City of Manila, Philippines.

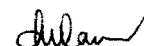
**SAN LAZARO HOSPITAL (SLH)**  
(First Party)

  
**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

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.

**OCT 01 2020**  
 IN WITNESS WHEREOF, I have hereunto set my hand and Notarial seal on \_\_\_\_ day of \_\_\_\_ 2020.

**ATTY. ALFREDO S. AUSTRIA**  
 NOTARY PUBLIC  
 UNTIL DECEMBER 31, 2023  
 IBF NO. 52540 UNTIL DEC. 31, 2022/2023  
 PTR NO. R2027-08 - JAN. 15, 2023  
 TAX: 122 - 764 - 230 - 000

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*[Signature]*  
**DEZZA 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

Reviewed by  
*[Signature]*