



SERVICE CONTRACT

This Service Contract (the "Contract") is entered into by and executed by

Witness - Contractor

PHILIPPINE AMUSEMENT AND GAMING CORPORATION (PAGCOR), a government-owned and -controlled corporation, created and existing by virtue of Presidential Decree No. 1869, as amended, with office address at PAGCOR Corporate Office, New Coast Hotel Manila, M. H. del Pilar corner Pedro Gil Streets, Malate, Manila, represented in this act by its **Chairman and Chief Executive Officer, ANDREA D. DOMINGO**, hereinafter referred to as "**PAGCOR**";

- and -

CONTRACTOR

LOURDES-C AND SONS REALTY AND DEV'T. CORPORATION, a corporation duly organized and existing under the laws of the Republic of the Philippines, with office address at the L'Fisher Hotel, 14th Lacson Street, Bacolod City, herein represented by its Resident Manager, **MR. VICTOR JAMES L. ALCANTARA**, a duly authorized for this purpose as per Secretary Certificate dated October 09, 2020 hereto attached as **Annex "A"**, herein referred to as the "**CONTRACTOR**".

Each of **PAGCOR** and **LOURDES-C AND SONS REALTY AND DEV'T. CORPORATION** may hereinafter be referred to as a "**PARTY**" and collectively referred to as the "**PARTIES**".

Witness - PAGCOR

The parties warrant that they are duly organized, registered, validly existing and in good standing under the laws of the Republic of the Philippines, and that the parties and their representatives are capable and have the requisite power, authority, permits, clearances and licenses, to enter into this Service Contract and to perform the Services and all of their obligations under this Service Contract.

WITNESSETH:

WHEREAS, **PAGCOR** has a requirement of Procurement of F&B Concessionaire for CF-Bacolod Customers and Officers for a Period of Three (3) Years under ITB No. PB20-06-001BACa-9 (Re-Bidding) (the "Services");

WHEREAS, **PAGCOR** conducted a public bidding in accordance with *Republic Act 9184 (Government Procurement Reform Act)* and its *Implementing Rules and Regulations* on October 30, 2020 for the procurement of the Services;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements hereunder specified by these presents, **PAGCOR** and the **CONTRACTOR** hereby enter into this Service Contract under the following terms, conditions and stipulations:

ANDREA D. DOMINGO
Chairman and CEO, PAGCOR

I. SCOPE OF SERVICES

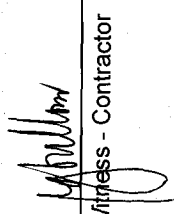
The **CONTRACTOR** undertakes to provide the Services, specifically, the provision of meals and/or snacks and the incidental services for sanitation and cleaning, including all the necessary labor, materials, supplies and equipment, to **PAGCOR**, Casino Filipino - Bacolod, Customers and Officers F&B Concessionaire in accordance with the menu as attached herein as Annex "B" and technical specifications:

QUALIFICATION:

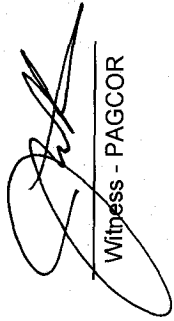
- I. The **CONTRACTOR** should have proven track record in the restaurant industry for at least a minimum of three (3) years;
- II. The **CONTRACTOR** should have at least one (1) existing restaurant operating within the Casino Area;
- III. The restaurant of the **CONTRACTOR** should be able to serve various international cuisines, to include, but not limited to, Filipino, American, Chinese, Japanese, and Italian, to cater different types of nationalities & food preferences, including options for healthy meals/beverages;
- IV. The **CONTRACTOR** Should operate 24/7 to be able to serve the needs of the casino customers/guest any time or in accordance with the gaming operations of the Casino Filipino-Bacolod.
- V. The **CONTRACTOR** shall extend to **PAGCOR**, a twenty percent (20%) discount for its Services at L'Fisher, L'Sea, Kaisei and Ripples.
- VI. The **CONTRACTOR** shall provide services and shall own, legally possess and/or have access to all the necessary kitchen and canteen supplies, utensils, equipment necessary for the delivery of the Service but not limited to:
 - a. Spoons, forks, knives and chopping boards;
 - b. Plates, glasses, cups and saucers;
 - c. Various cook wares;
 - d. Various tablecloths and napkins;
 - e. Stoves, ovens, micro-wave ovens, grills; and kitchen hood
 - f. Spices and clean containers for the different food ingredients.

PERSONNEL:

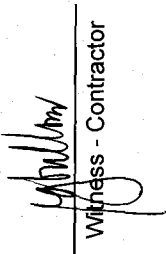
1. The **CONTRACTOR** should provide sufficient manpower to meet the operation schedule that is required by **PAGCOR**;
2. The **CONTRACTOR** must provide at least five (5) personnel per shift in the restaurant operations depending on the number of meals to be prepared / served;
3. The deployment of the personnel of the **CONTRACTOR** shall be in accordance with the Casino Filipino-Bacolod set-up. The minimum personnel that shall be deployed are as follows;



Witness - Contractor

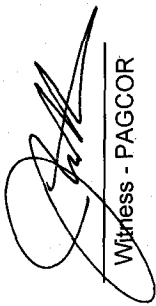

CONTRACTOR


Witness - PAGCOR

ANDREA D. DOMINGO
Chairman and CEO, PAGCOR


Witness - Contractor


CONTRACTOR

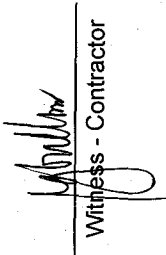

Witness - PAGCOR

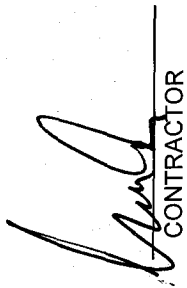
ANDREA D. DOMINGO
Chairman and CEO, PAGCOR

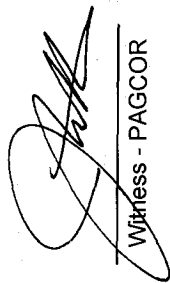
- a. Min of Three (3) HACCP (Hazard Analysis and Critical Control Point) – Certified Chefs;
 - b. Cooks;
 - c. Waiters/Food Attendants; and
 - d. Dishwashers/Busboy
4. The **CONTRACTOR** must ensure that personnel observe the proper uniform standards when assigned to their respective stations throughout the service to include, but not limited to the following;
- a. Aprons;
 - b. Headdress/Hair caps; and
 - c. Gloves
5. The personnel of the **CONTRACTOR** should at all times be well-mannered, courteous, polite, efficient and display professional skills in deal with customers and /or guests;
6. The **CONTRACTOR** shall exercise the required diligence in providing goods/services to the clientele and/or guests of **PAGCOR**;
7. The **CONTRACTOR** must have a good personal hygiene, especially;
- a. Clean and well-trimmed finger nails without polish;
 - b. Hair should be neat and tidy; and
 - c. Any and/or all open wounds should be properly dressed.
8. The **CONTRACTOR** personnel shall observe the practice of "Clean as You Go" policy;
9. Health / Sanitary Permit / Clearance are required for all personnel;
10. The **CONTRACTOR** conduct a weekly water quality test and to be submit every week while the contract is ongoing;
11. The **CONTRACTOR** shall promptly serve/comply all food orders;

FOOD HANDLING:

1. Proper hand-washing should be observed at all times;
2. Chopping boards must not be used interchangeably for raw and cooked foods;
3. Wooden chopping boards should not be used;
4. If food will be cooked in a different location, the **CONTRACTOR** must transport food in a warmer that is tightly covered at least thirty (30) minutes before service;
5. Salads that are prepared in advance must be properly stored and transported in a cold temperature;
6. Heating of food must be available upon request of the customer;


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Chairman and CEO, PAGCOR

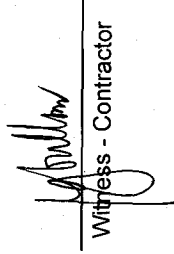
7. All kitchen utensils must always be sterilized;
8. All plates, cups, glasses and saucers should always be properly cleaned and dried;

MENU:

1. The meals and/or beverages being offered by the Service Provider/Supplier to the customers/guests and contained in the menu should be mutually agreed upon by **PAGCOR** and the **CONTRACTOR**;
2. All goods/services to be offered must be of highest quality and in accordance with **PAGCOR's** standards, taking into consideration further the standard and preferences of **PAGCOR's** customers/clientele and/or guests;
3. The menu should consist of varied selections from vegetables, fruits, pork, beef, chicken fish and seafood;
4. Hot food should be served at 140°F; cold food should be served cold at least 40°F;
5. Avoid food contamination and/or food poisoning;
6. Food arrangement should be attractive and garnished;
7. Texture and consistency should be observed accordingly;
8. The menu should offer meals prepared in different flavors and methods of cooking, e.g. broiled, steamed, baked, grilled, sautéed and /or fried.

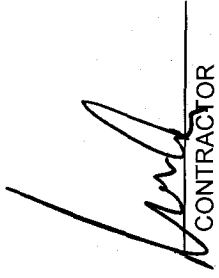
OTHER CONDITIONS:

1. The concessionaire shall operate a restaurant and kitchen located at the general of the casino premises for the sales of food and beverage items for casino patrons and guest not covered on the lease area.
2. The utilities charges such as electric and water shall be for the account of the concessionaire.
3. The **CONTRACTOR** shall provide needed kitchen equipment and appliances. Preventive maintenance and repairs of the equipment shall be for the account of the **CONTRACTOR**.
4. The concessionaire must have a POS/Computer system for audit purposes and balance checking.
5. The bidder shall be subject for ocular inspection of the restaurant.
6. Health / sanitary permit / clearance are required for all personnel.
7. Weekly water quality test and to be submit every week while the contract is on-going.
8. In the event that the **CONTRACTOR** fails to comply with any of its undertakings, as set forth in this Service Contract, **PAGCOR** shall be


Witness - Contractor

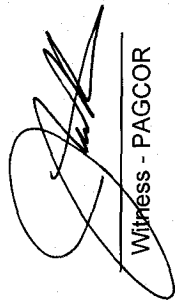
released from its obligations under this Service Contract, without prejudice to its rights of restitution, recovery and damages.

9. This Service Contract, and all the rights and interests herein, may not be assigned or sub-contracted to another without the consent of the other party.
10. In the event that facts and circumstances arise or are discovered which render this Contract disadvantageous to the Government, as determined by **PAGCOR**, the Parties hereto agree to immediately to re-negotiate its terms and conditions, or at the option of **PAGCOR**, terminate the same.
11. This Service Contract constitutes the entire agreement between the parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous contracts, representations, warranties and undertakings of the parties. No supplement, variation or amendment to this Service Contract shall be binding unless executed in writing by all the parties thereto.


CONTRACTOR

II. F&B BUDGET and SCHEDULE OF PAYMENT

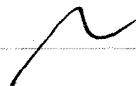
1. The total budget for this Service Contract shall be **Ninety-Three Million Pesos (PhP 93,000,000.00), VAT Exclusive, Zero-Rated Transaction** for a period of three (3) years (the "Budget").
2. Payment shall be based on actual consumption and billing and shall be subject to the appropriate withholding taxes.
3. **PAGCOR** shall not be under any obligation to pay the **CONTRACTOR** the entire amount of the Budget. Moreover, the aggregate billings under this Contract shall not exceed the total budget.
4. The unit cost per meal shall be based on the unit cost reflected in the menu price list as mutually agreed upon by both parties.
5. The **CONTRACTOR** shall submit a VAT exclusive and zero rated billing statement to **PAGCOR** every month together with the corresponding meal and snack coupons/invoices duly signed by the employees of **PAGCOR**. **PAGCOR** shall pay the billing statement within thirty (30) days from its receipt of the billing statement provided that any additional, necessary and/or required supporting documents are submitted by the **CONTRACTOR** and are verified by **PAGCOR**.
6. **PAGCOR** shall not be liable for any other costs except as provided for under this Contract.

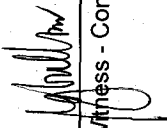

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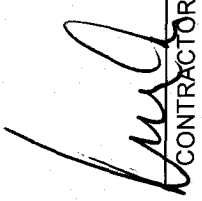
ANDREA D. DOMINGO
Chairman and CEO, PAGCOR

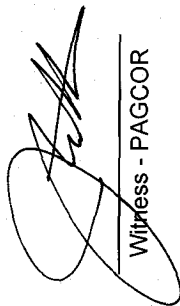
III. CONTRACT TERM

1. This Contract shall be effective from date of receipt of the Notice to Proceed (NTP) and shall terminate after three (3) years. However, this Contract shall be automatically terminated if the Budget is exhausted before the termination date.




Witness - Contractor


CONTRACTOR

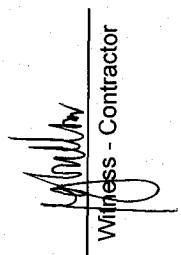

Witness - PAGCOR

ANDREA D. DOMINGO
Chairman and CEO, PAGCOR

2. **PAGCOR** may terminate this Contract with or without cause, without need for judicial intervention, and without incurring any obligation whatsoever, upon thirty (30) days written notice to the **CONTRACTOR**.
3. Should **CONTRACTOR** incur delay in the performance of its obligations, **CONTRACTOR** shall pay a penalty of one-tenth of one percent (1/10 of 1%) of the total cost of the Contract for each day of delay, including Sundays and Holidays, beyond the specific period. The maximum deduction shall be ten percent (10%) of the amount of the Contract. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the Agreement, **PAGCOR** shall have the option to rescind the Contract, without prejudice to other courses of action and remedies open to it.
4. In case the **CONTRACTOR** still fails to deliver the Services after the lapse of thirty (30) days from the supposed date of implementation as provided for in this Contract, **PAGCOR** shall have the option to terminate the Contract, without prejudice to other courses of action and remedies open to it.

IV. NO EMPLOYER-EMPLOYEE OR AGENCY/PARTNERSHIP RELATIONSHIP

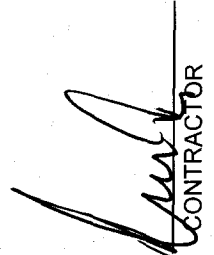
1. There shall be no employer-employee relationship between **PAGCOR** and the employees of the **CONTRACTOR**. The **CONTRACTOR** shall have the entire charge, control and supervision of the Services herein agreed upon. The **CONTRACTOR** shall be responsible for all acts and omissions of its agents, personnel and all persons allowed by it to have access to **PAGCOR's** premises, for any injury which may be caused to any person or property while remaining either casually or in business in any part of **PAGCOR's** premises. Any accident, injury or sickness of any kind, or death that may occur to any agent, personnel of the **CONTRACTOR** consequent to the performance of the Services under this Service Contract shall be the **CONTRACTOR's** sole responsibility. The **CONTRACTOR** further binds itself to indemnify and hold **PAGCOR** free and harmless from any claim on account of the aforementioned injuries or damages.
2. Any offense committed by any of the **CONTRACTOR's** personnel shall constitute a breach of this Service Contract. **PAGCOR** shall communicate to the **CONTRACTOR** all instances of such breach for immediate and appropriate action by the **CONTRACTOR**.
3. The **CONTRACTOR** shall comply with all of obligations as an employer under the *Labor Code*, its implementing rules and regulations and all other applicable laws and regulations. Non-compliance therewith shall be for its exclusive risk and responsibility and shall constitute a violation of and a ground for the termination of this Service Contract.
4. The relationship between the parties shall be limited to the performance of the Services as stipulated under this Service Contract. Nothing herein shall be construed to create a general partnership between the parties, or to authorize any party to bind the other, except as set forth in this Service


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Contract, or to borrow money on behalf of another party, or to use the credit of any party for any purpose.

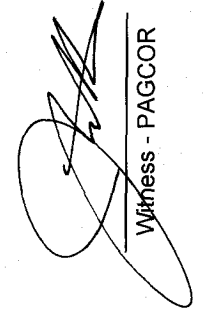
V. WARRANTIES, CLEARANCES, PERMITS, LICENSES and TAXES

1. The **CONTRACTOR** warrants that there are no actions, suits or proceedings pending or threatened, which may have a material adverse effect on its ability to fulfill its obligations under this Contract or on its operations, business, properties, assets or business condition.
2. All taxes, amounts, claims, and expenses pertaining to clearances, licenses, permits, registrations or renewals thereof, required by **PAGCOR** or the appropriate government entities for the Services to be performed under this Service Contract shall be for the exclusive account of **CONTRACTOR**.
3. The **CONTRACTOR** shall pay its taxes in full and on time. The **CONTRACTOR** shall also present a tax clearance from the Bureau of Internal Revenue (BIR) and a copy of its income and business tax returns, duly stamped, received and validated by the BIR, indicating the tax payments made thereon. Its failure to do so shall entitle **PAGCOR** to suspend payment for services rendered by the **CONTRACTOR**.

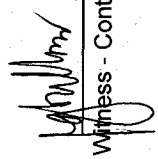

CONTRACTOR

VI. INDEMNIFICATION

1. The **CONTRACTOR** will defend, protect, indemnify, and hold **PAGCOR** harmless from any and all adverse claims that may be made by any party in connection with this Service Contract. The indemnification is limited to the services delivered to **PAGCOR** by the **CONTRACTOR** and does not cover third party claims not authorized by the **CONTRACTOR**.
2. The **CONTRACTOR** hereby holds **PAGCOR** its guests, corporate affiliates, directors, officers, employees and agents free and harmless from any and all actions or liabilities arising out of this Service Contract, including, without being limited to, claims for unpaid and back wages, regularization, and other terms and conditions of employment, as well as civil and criminal liabilities that the **CONTRACTOR** and/or **PAGCOR** may incur as a result of, or arising out of, the conduct and/or pursuit of Services and to indemnify the **PAGCOR** from and against the costs of defending any action, suit or proceedings, including legal fees or other expenses incurred in relation to any such claims mentioned above.
3. The **CONTRACTOR** shall indemnify and shall hold **PAGCOR**, its directors, officers, employees, agents, customers and guests and corporate affiliates and any employee or agent thereof (each of the foregoing, being hereinafter referred to individually as the "Indemnified Party") free and harmless against any and all liability to third parties (other than liability solely the fault of the indemnified party) arising from the negligence of the **CONTRACTOR** or its agents including (but not limited to) the violation of any third party's trade secret, proprietary information, trademark, copyright or patent rights in connection with the use of **PAGCOR** of the **CONTRACTOR's** services.
4. The **CONTRACTOR** agrees to protect and to exercise due care and proper handling of the properties of **PAGCOR** during the performance of the Services. The **CONTRACTOR** shall be jointly and severally liable with


Witness - PAGCOR

ANDREA D. DOMINGO
Chairman and CEO, PAGCOR

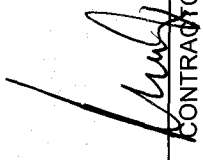

Witness - Contractor

its personnel and shall indemnify and hold **PAGCOR** free and harmless for any death, injury or damage to **PAGCOR** and to third person or loss, breakage, or destruction of properties, as a consequence of the **CONTRACTOR's** acts or omissions, willful intent or negligence, during the performance of the Services or its obligations under this Service Contract.

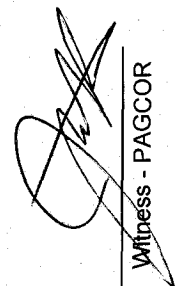
5. The **CONTRACTOR** shall be liable in case of theft, robbery or any loss to **PAGCOR's** premises serviced by the **CONTRACTOR's** personnel. The **CONTRACTOR** hereby agrees to replace, repair or restitute any loss involving its personnel.

VII. PERFORMANCE SECURITY

The **CONTRACTOR** shall post a Performance Security (the "Security") for the benefit of **PAGCOR**, conditioned on former's compliance with all its obligations under this Service Contract, prior to the signing of the Service Contract, in accordance with any of the following schedule:


CONTRACTOR

Form of Security	Amount in Percentage of Total Contract Price
Cash, cashier's/manager's check, issued by a Universal or Commercial Bank.	Five Percent (5%) (PhP 4,650,000.00) Four Million Six Hundred Fifty Thousand Pesos.
Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank; Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.	
Surety Bond (which is acceptable to PAGCOR) callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such authority.	Thirty Percent (30%) (PhP 27,900,000.00) Twenty-Seven Million Nine Hundred Thousand Pesos


Witness - PAGCOR

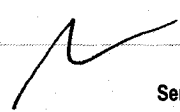
The Performance Security shall remain valid until the issuance of the final Certificate of Acceptance. It may be released only after the issuance of the final Certificate of Acceptance of the Services, provided that there are no claims filed against the **CONTRACTOR** or the surety company.

ANDREA D. DOMINGO
Chairman and CEO, PAGCOR

VIII. CLAIMS AND DISPUTES

All claims and disputes relating to or arising out of this Contract, shall as much as possible, be settled amicably by the parties before resorting to any judicial action.

If the parties fail to settle their differences or disputes, the parties waiving for the purpose any other venue, hereby agree that the courts of the City of Manila shall be the exclusive venue of any or all actions or suits between the parties to the exclusion of all other courts and venues. This exclusive venue provision shall apply even in cases for declaration of nullity of this Contract in its entirety or in part and in cases arising after or by reason of the declaration of nullity of this Contract in its entirety or in part.

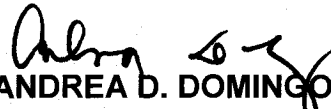


IN WITNESS WHEREOF, the parties hereto have signed these presents on this ____ day of _____, 2021 at the City of Manila, Philippines.

PHILIPPINE AMUSEMENT AND GAMING CORPORATION
TIN: 033-000-887-972

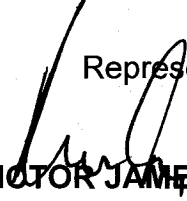
LOURDES-C AND SONS REALTY AND DEV'T. CORPORATION
TIN: 000-427-388-000

Represented by:



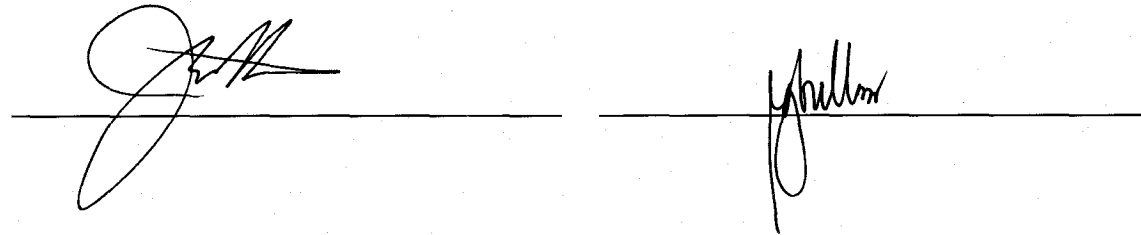
ANDREA D. DOMINGO
Chairman and Chief Executive Officer
TIN: 118-684-814

Represented by:



MR. VICTOR JAMES L. ALCANTARA
Resident Manager
TIN: 904-348-403

Signed in the presence of:



ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
CITY OF MANILA) S.S.

BEFORE ME, a Notary Public for and in the City of Manila, on this APR 14 2021, 2021, personally appeared the following person, who exhibited her competent evidence of identity, to wit:


ANDREA D. DOMINGO

PAGCOR I.D. No. 16-0110
Issuance Date: June 30, 2016
Place of Issuance: Manila

and presented to me an integrally complete document/instrument for acknowledgement. She represented and declared to me that she voluntarily affixed the signatures appearing on the instrument/document as her free and voluntary act and deed, and she has the authority to sign in her capacity.

The instrument/document referred to is a Service Contract consisting of eleven pages (11) pages including the page on which this Acknowledgement is written duly signed by the parties and their instrumental witnesses.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal on the date and place first above written.


EMMANUEL A. PALADO, JR.
NOTARY PUBLIC
FOR AND IN THE CITY OF MANILA
6th FLR. NEW WORLD MANILA BAY HOTEL & CASINO
M.H. DEL PILAR ST. MALATE, MANILA
COMM. NO. 2019-145/UNTIL DEC. 31, 2020
ROLL NO. 71209/IBP MANILA CHAPTER
MCLE COMPLIANCE NO. VL-00164964/NOV 11 2021
PTR NO. 9826739/VALID UNTIL 12/31/2021

Doc. No. 499
Page No. 101
Book No. V1
Series of 2021.

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
CITY OF BACOLOD CITY) S.S.

BEFORE ME, a Notary Public for and in the City of Bacolod, on this JAN 29 2021, 2021, personally appeared the following person, who exhibited his competent evidence of identity, to wit:

VICTOR JAMES L. ALCANTARA **DRIVER'S LICENSE No. 2-86-03553**
Issuance Date: October 4, 2018
Validity Period: Nov. 2, 2023

and presented to me an integrally complete document/instrument for acknowledgement. He represented and declared to me that he voluntarily affixed the signatures appearing on the instrument/document as his free and voluntary act and deed, and he has the authority to sign in his capacity.

The instrument/document referred to is a Service Contract consisting of eleven (11) pages including the page on which this Acknowledgement is written duly signed by the parties and their instrumental witnesses.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal on the date and place first above written.

Meddie S. Arbolado, Jr.
MEDDIE S. ARBOLADO, JR.
NOTARY PUBLIC FOR BACOLOD CITY, PANAY CITY
MURCIA AND DON SALVADOR BENEDICTO NEG. OCC.
NOTARIAL COMMISSION NO. NP-0054-21/UNTIL 12-31-21
IBF NO. 145487 / 1-9-2021 / BACOLOD CITY
PTR NO. 8609417-11-4-2021/BACOLOD CITY/ROLL NO. 51988
INCLE COMPLIANCE NO. VI-0002240-15-16-17/UMSI 4-14-22
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Doc. No. 29
Page No. 7
Book No. 1991M
Series of 2021.

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