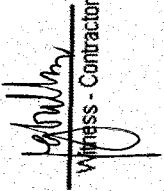




## SERVICE CONTRACT

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

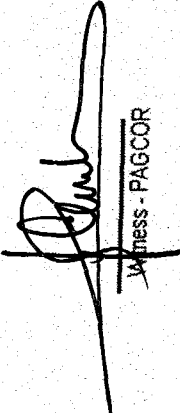
  
Witness - Contractor

**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 **Acting Branch Manager, JOSE MARCIANO C. BAUTISTA**, hereinafter referred to as "**PAGCOR**";

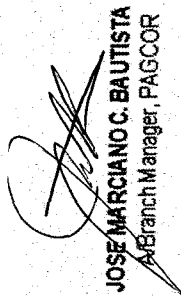
- and -

  
CONTRACTOR

**LOURDES-C AND SONS REALTY AND DEVELOPMENT CORPORATION**, a corporation duly organized and existing under the laws of the Republic of the Philippines, with office address at the L'Fisher Hotel, 14<sup>th</sup> Lacson Street, Bacolod City, herein represented by its Resident Manager, **MR. VICTOR JAMES L. ALCANTARA**, duly authorized for this purpose, as per Secretary's Certificate dated February 26, 2021 hereto attached as Annex "A", hereinafter referred to as the "**CONTRACTOR**".

  
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.

  
**JOSE MARCIANO C. BAUTISTA**  
Branch Manager, PAGCOR

WITNESSETH:

WHEREAS, **PAGCOR** has a requirement for the Procurement of Hotel Room Accommodation for Customers, Guests and Officers of CF-Bacolod for a Period of Three (3) Years Contract under ITB No. PB21-02-001BAC (hereinafter referred to as 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 March 2, 2021 for the procurement of the Services;

WHEREAS, the **CONTRACTOR** has submitted the lowest/single calculated responsive bid for the Services;

WHEREAS, **PAGCOR** has accepted the bid of the **CONTRACTOR**, subject to the terms and conditions hereunder stipulated;

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

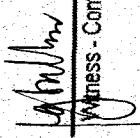
**ARTICLE I  
SCOPE OF UNDERTAKING**

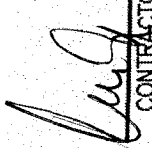
The **CONTRACTOR** undertakes to provide the Services, specifically, the provision of room accommodations and the incidental services, in accordance with the hotel rates herein as Annex B and Annex C technical specifications:

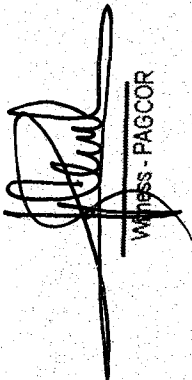
1. The **CONTRACTOR** shall extend special discounted room rates to **PAGCOR** and its authorized representatives, as follows:

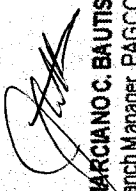
**PAGCOR SPECIAL RATES**

Room Category	Daily Rates	Discount Offered (Daily Rates)	Peak Rates	Discount Offered (Peak Rates)
Economy Room	2,290.00	10%	5,000.00	10%
Standard Room	2,590.00	10%	5,080.00	10%
Family Room	4,590.00	20%	8,685.00	20%
Grand Family Room	5,540.00	20%	9,735.00	20%
Grand Superior	6,300.00	20%	8,895.00	20%
Deluxe	3,995.00	20%	7,500.00	20%
Super Deluxe	4,995.00	20%	8,295.00	20%
Matrimonial	5,595.00	20%	8,895.00	20%
Junior Suite	8,595.00	20%	11,895.00	20%
Executive Suite	8,885.00	20%	12,185.00	20%
Imperial Suite	10,995.00	20%	14,295.00	20%
Royal Suite	12,995.00	20%	16,295.00	20%
<b>ADDITIONAL ROOM OFFERED CATEGORIES</b>				
Newly Renovated Deluxe	4,995.00	20%	8,295.00	20%
Newly Renovated Super Deluxe	5,995.00	20%	9,495.00	20%
Newly Renovated Matrimonial	6,995.00	20%	10,495.00	20%

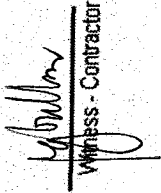
  
Witness - Contractor

  
CONTRACTOR

  
Witness - PAGCOR

  
JOSE MARCIANO C. BAUTISTA  
Area Franch Manager, PAGCOR

2. The **CONTRACTOR** shall not amend the room rates without the prior written consent of **PAGCOR**. The prices herein agreed shall not be subject to any increase or upward adjustment for any reason or cause whatsoever for the duration of the Contract.

  
Witness - Contractor

3. On Peak Days (such as Holy Week, Christmas Season: December 19 to January 2, public Holidays including the days prior or after) a surcharge of 15% will be added to the weekend rates and will be applicable on these dates.

4. **PAGCOR** special rates are inclusive of the applicable government taxes and service charge and breakfast for two persons.

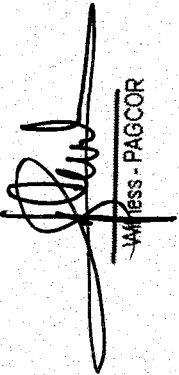
5. The **CONTRACTOR** shall allocate five **5 rooms** daily (Monday – Friday) and for reservation purposes, Additional rooms may be reserved subject to availability and advance notice.

  
CONTRACTOR

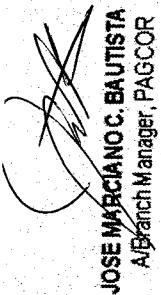
6. The **CONTRACTOR** shall exercise the required diligence in the supply of room accommodation to the clientele of **PAGCOR**.

7. The **CONTRACTOR** shall provide the following hotel room standard set-up but not limited to:

- with toilet and bath, rain shower, lavatory counter
- with hot and cold shower
- with personal refrigerator
- with Flat Screen TV
- With Coffee Table and chair
- Dresser
- Luggage rack
- Keyless entry card
- Individual reading lamp
- Safety deposit box
- coffee and tea-making facility
- 2 complimentary bottled water

  
Witness - PAGCOR

8. The **CONTRACTOR** shall extend special discounted rates on Recreational facilities, Function room, Banquet facilities and a twenty percent (20%) discount on other amenities offered by the establishment, as follows:

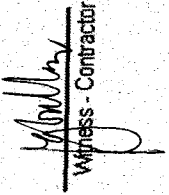
  
JOSE MARCIANO C. BAUTISTA  
Branch Manager, PAGCOR

#### QUALIFICATIONS:

1. The establishment of the **CONTRACTOR** is within 100 meters from Casino Filipino - Bacolod.
2. The **CONTRACTOR** has the ambiance of at least 3 star hotel / business hotel.
3. The **CONTRACTOR** has a proven track record in the hotel industry for at least eight (8) years.

#### ROOM RESERVATION PROCEDURE

1. Prior reservations are required and subject to availability.
2. All reservations shall be covered by a duly signed Advance Room Reservation Form and **PAGCOR's** Letter of Authority (LOA) and must be faxed to the Hotel's reservation department at least 24 or 48 hours before check-in date.

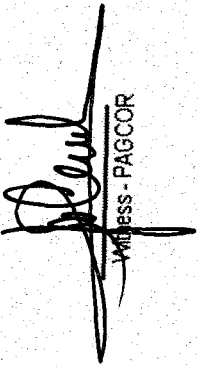
  
Witness - Contractor

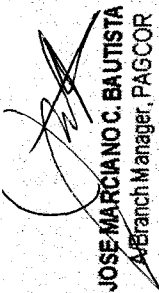
The Letter of Authority must be duly signed by the authorized signatories of **PAGCOR**, CF-Bacolod and shall include the following details, viz:

- a. Date, Name of guest and Companions, Check-in date/Check-out date/Time
- b. Room type (Standard, Deluxe or Suite Rooms) Number of Rooms Required.
- c. Charges to be settled charges by **PAGCOR**, CF-Bacolod
- d. Unsettled charges left by the guest and did not pass by the Front Office to check-out

  
CONTRACTOR

3. Only guests with prior reservations (with LOA and advance reservation form) will enjoy the **PAGCOR**, CF-Bacolod special rates and will be allowed to check in on these special rates.
4. All **PAGCOR**, CF-Bacolod endorsed room reservations are chargeable to **PAGCOR**, CF-Bacolod and are subject to the payment terms in this agreement.
5. The official check-in time is at 2:00pm on the day of the arrival. Request for an early check in is subject to availability.
6. Official check-out time is at 12:00 noon on the day of departure. Check-out after 3:00 pm and before 6:00 pm shall be charged half day rate while check-out after 6:00pm shall be charged full rate.
7. In the event of guest's extension of stay, **PAGCOR**, CF-Bacolod will forward to **CONTRACTOR** Front Office a Letter of Authority (LOA) for extended stay or Notice of Revision a day prior to extension date and which will be subject to space availability. Failure to send the LOA on the prescribed date will result for the extension to be charged at the Hotel's prevailing published rates and charged to the guest's personal account. The usual credit card requirements will be secured from the guest prior to the extension of stay.
8. **PAGCOR** special rate and discount privilege maybe extended to **PAGCOR**, CF-Bacolod Managers and staff only upon presentation of a valid identification prior to check-in subject to space availability. Settlement shall be on a personal account upon check-in or during the availing of discount privilege.

  
Witness - PAGCOR

  
JOSE MARCIANO C. BAUTISTA  
Branch Manager, PAGCOR

### CONCESSION

1. **PAGCOR**, CF-Bacolod shall give the following privilege to **CONTRACTOR** and its all guests, to wit;

- Free entrance to all Hotel guests

## OTHER TERMS AND CONDITIONS

1. undertakings, as set forth in this Service Contract, **PAGCOR** shall be released from its obligations under this Service Contract, without prejudice to its rights of restitution, recovery and damages.
2. 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.
3. 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.
4. 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 understandings of the parties. No supplement, variation or amendment to this Service Contract shall be binding unless executed in writing by all the parties thereto.

### **I. HOTEL ROOM BUDGET and SCHEDULE OF PAYMENT**

1. The total budget for this Service Contract shall be **Twelve Million Pesos (PhP 12,000,000.00), VAT Exclusive, Zero-Rated Transaction** for a period of Three (3) Years\_(the "Budget).
2. Payment shall be based on actual consumption and billings which shall be subject to the appropriate withholding taxes.
3. The stated amount shall thereupon be payable thirty (30) days upon receipt of the Statement of Account with attached documents duly signed by the registered guest/s
4. **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
5. The **CONTRACTOR** shall submit a VAT exclusive and zero rated billing statement to **PAGCOR** every end of the month together with the corresponding coupons / invoices duly signed by qualified guests of **PAGCOR** and countersigned by a duly authorized **PAGCOR** representative. However, F&B items/billings found unsatisfactory and/or not conformed to by **PAGCOR** shall not be paid.
6. All bills/charges must be settled within thirty (30) days upon receipt of the Hotel's Statement of Account with attached documents duly signed by the registered guest/s.
7. A penalty surcharge of 3% shall be imposed for accrued past due accounts on a monthly basis. CF-Bacolod is only given three (3) days upon receipt of billing statement to review and to return the billing statement for any discrepancy.

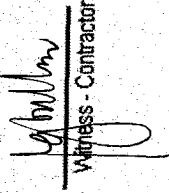
Witness - Contractor

CONTRACTOR

Witness - PAGCOR

JOSE MARIANO C. BAUTISTA  
Branch Manager, PAGCOR

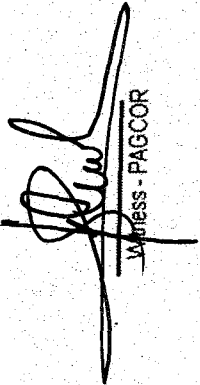
8. Government taxes shall be added on in the absence of a copy of the Bureau of Internal Revenue (BIR) Certificate of Tax Exemption.
9. Payment shall be made in Cash and/or Company Cheques as form of settlement. Company Cheque payment shall be made payable to: **LOURDES-C AND SONS REALTY AND DEVELOPMENT CORPORATION.**
10. **PAGCOR** shall not be liable for any other costs except as provided for under this Contract

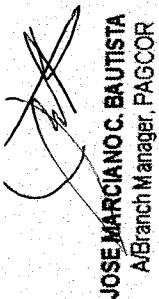
  
Witness - Contractor

## II. CONTRACT TERM

1. This Contract shall be for a period of three (3) years, which shall be effective from the date specified in the Notice to Proceed. However, this Contract shall be automatically terminated if the Budget is exhausted before the termination date.
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 the **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 undelivered Services 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.

  
CONTRACTOR

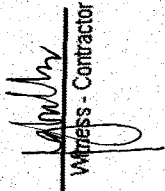
  
Witness - PAGCOR

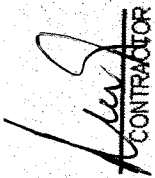
  
**JOSE MARCIANO C. BAUTISTA**  
A/Branch Manager, PAGCOR

## III. 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 bids itself to indemnify and hold **PAGCOR** free and harmless from any claim on account of the aforementioned injuries or damages.

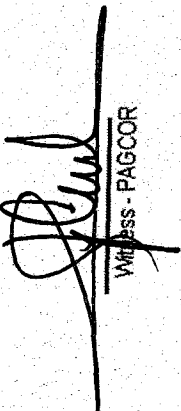
2. Any offense committed by any of the **CONTRACTOR'S** personnel shall constitute a breach of this Service Contract. **PAGCOR** shall communicate to the **CONTRACTOR** all instances of such breach for immediate and appropriate action by the **CONTRACTOR**.
3. The **CONTRACTOR** shall comply with all 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 Contract, or to borrow money on behalf of another party, or to use the credit of any party for any purpose.

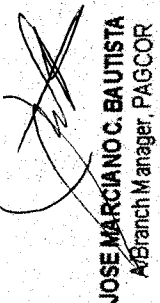
  
Witness - Contractor

  
CONTRACTOR

**IV. 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 conditions.
2. All taxes, amounts, claims and expenses pertaining to clearances, licenses, permits, registrations or renewal 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**.

  
Witness - PAGCOR

  
**JOSE MARCIANO C. BAUTISTA**  
Branch Manager, PAGCOR

**V. 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

any action, suit or proceedings, including legal fees or other expenses incurred in relation to any such claims mentioned above.

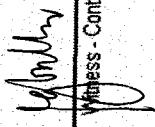
3. The **CONTRACTOR** shall indemnify and shall hold **PAGCOR**, its directors, officers, employees, agents, customers and guests and corporate affiliates and any employee or agent thereof (each of the foregoing, being hereinafter referred to individually as the "Indemnified Party") free and harmless 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 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 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.

#### VI. PERFORMANCE SECURITY

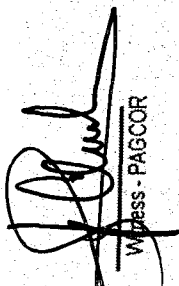
The **CONTRACTOR** shall post a Performance Security (the "Security"), for the benefit of **PAGCOR**, conditioned on former's compliance with all of its obligations under this Service Contract, prior to the signing of the Service Contract, in accordance with any of the following schedule:


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%) Six Hundred Thousand Pesos (PhP 600,000.00)
Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank, Provided however that if issued by a foreign bank, it shall be duly confirmed by a Universal or Commercial Bank; or	
Surety Bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security specific for the contract awarded	Thirty Percent (30%) Three Million Six Hundred Thousand Pesos (PhP 3,600,000.00)

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

  
Witness - Contractor

  
CONTRACTOR

  
Witness - PAGCOR

  
JOSE MARCIANO C. BAUTISTA  
At-Richt Manager, PAGCOR



final Certificate of Acceptance of the Services, provided that there are no claims filed against the **CONTRACTOR** or the surety company.

## VII. CLAIMS AND DISPUTES

All claims and disputes relating to or arising out of this Contract, shall as much as possible, be settle 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. The 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 Agreement in its entirety or in part.

In the event that facts and circumstances arise or be discovered which render this agreement disadvantageous to the government, the parties hereto agreed to immediately negotiate its terms and conditions.

IN WITNESS WHEREOF, the parties hereto have signed these presents on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ in \_\_\_\_\_.


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

**LOURDES-C AND SONS REALTY  
AND DEVELOPMENT CORPORATION**  
TIN: 000-427-388-000

Represented by:

  
**JOSE MARCIANO C. BAUTISTA**  
Acting Branch Manager  
TIN: 143-951-973

Represented by:

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

**ACKNOWLEDGEMENT**

REPUBLIC OF THE PHILIPPINES)  
\_\_\_\_\_ **BACOLOD CITY** \_\_\_\_\_) S.S.

BEFORE ME, this 14 MAY 2021 in BACOLOD CITY,  
personally appeared the following persons, each of whom exhibited his/her  
competent evidence of identity, to wit:


Name	Identification Document Presented
JOSE MARCIANO C. BAUTISTA	UNIFIED MUL-TI-PURPOSE ID CRN-0111-2756709-8

and presented to me an integrally complete document/instrument for  
acknowledgement. They all represented and declared to me that they voluntarily  
affixed the signatures appearing on the instrument/document for the purposes  
stated therein and that they executed the instrument/document as their free and  
voluntary act and deed (and if they acted in representative capacity, they have the  
authority to sign in that 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 on each and every page  
hereof.

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

Doc. No. 351  
Page No. 71  
Book No. LXXVI  
Series of 2021

  
**HOPE MAREY B. DEPASUCAT-SAZON**  
Roll No. 57549  
Commission (Serial No. 0:075-21  
Notary Public for the Cities of Bacolod & Talisay &  
Municipalities of Murcia and Don S. Ivador Benedicto  
Valid until December 31, 2021  
PTR No. 3695061 - December 29, 2020 - E. 3, Maginhawa, Negros Occ.  
IBP No. 121151 - December 26, 2020 - Pusig City  
Suite 2 Mezzanine Floor Business & Consumers Bank Bldg.  
Araneta Street, Bacolod City  
Email: atty.hope.bambi.dep@gmail.com  
Tel. No. 0947-8927910 / (34) 432-3875  
MCLE Compliance VI - 0000597 - September 30, 2016

**ACKNOWLEDGMENT**

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

BEFORE ME, this 00 MAY 2021 in  
\_\_\_\_\_, personally appeared the following persons, each of  
whom exhibited his / her competent evidence of identity, to wit:

NAME	IDENTIFICATION DOCUMENT PRESENTED	ISSUE AND EXPIRY DATE
VICTOR JAMES L. ALCANTARA	DRIVER'S LICENSE	DRIVER'S LICENSE No. N02-86-035553 Issuance Date: Oct. 4, 2018 Validity Period: Nov. 2, 2023

and presented to me an integrally complete document / instrument for acknowledgement. They all represented and declared to me that they voluntarily affixed the signatures appearing on the instrument / document for the purposes stated therein and that they executed the instrument / document as their free and voluntary act and deed (and if they acted in representative capacity, they have the authority to sign in that 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.

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Series of 20 21

**MEDDIE S. ARBOLEDO, JR.**  
NOTARY PUBLIC FOR BACOLOD CITY, TALSAY CITY,  
MURCIA AND DON SALVADOR BENEDETO NEG. OCC.  
NOTARIAL COMMISSION NO. NP-0054-21 UNTIL 12-31-21  
IBP NO. 149487 / 1-9-2021 / BACOLOD CITY  
PTR NO. 8609417-11-4-2021/BACOLOD CITY/ROLL NO. 51969  
MCLE COMPLIANCE NO. VI-0002240-5-16-17/UNTIL 4-14-22  
SUITES 201-202 NDI COMMERCIAL (WORKS) BLDG  
LIZARES AVE. BACOLOD CITY TEL. NOS. (034)4763693/(034)4330316

