

# SERVICE CONTRACT

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

**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 Casino Filipino-Winford General Manager, **JETHRO Z. CHANCOCO**, hereinafter referred to as "**PAGCOR**";

- and -

**MANILA GRAND OPERA HOTEL, INC.**, a corporation duly organized and existing under the laws of the Republic of the Philippines, with office address at 925 Rizal Avenue corner D. Jose St., Sta. Cruz Manila, herein represented by its General Manager, **RODNEY C. ROBOSA**, duly authorized for this purpose as per Secretary's Certificate dated March 17, 2022 hereto attached as Annex "A" hereinafter referred to as "**CONTRACTOR**".

Each of **PAGCOR** and **CONTRACTOR** may hereinafter be referred to as a "**PARTY**" and collectively referred to as the "**PARTIES**".

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 Supply and Delivery of Food and Beverages for Casino Customer, Players and Guests for three (3) years for MGO Satellite under ITB No. FB22-01-001WINa-02 (the "Services");

WHEREAS, pursuant to Section 53.1 (Negotiated Procurement-Two Failed Biddings) of the Implementing Rules and Regulations (IRR) of Republic Act (R.A.) 9184, the **CONTRACTOR** has submitted a responsive proposal to undertake the said Services and **PAGCOR** has accepted the proposal of the **CONTRACTOR**, subject to the terms and conditions hereunder stipulated;

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:

Witness - Contractor

CONTRACTOR

Witness - PAGCOR

JETHRO Z. CHANCOCO  
General Manager, PAGCOR

## I. SCOPE OF SERVICES

The **CONTRACTOR** undertakes to provide the Services, specifically, the provision of food and beverages and the incidental services for sanitation and cleaning, including all the necessary labor, materials, supplies and equipment, to PAGCOR customers, players and guests at Casino Filipino Winford – MGO Satellite, in accordance with the following technical specifications and menu as per Schedule of Prices:

1. The menu price shall be VAT-Exclusive and zero-rated and shall already include all applicable fees and charges.
2. The **CONTRACTOR** shall not amend the menu without the prior written consent of **PAGCOR**. The prices herein agreed shall not be subject to any increase or upward adjustment for any reason cause whatsoever for the duration of the Contract.
3. The **CONTRACTOR** shall be responsible for the cleanliness and the sanitation of the F&B area.
4. The **CONTRACTOR** shall have sufficient manpower to provide the Services and shall own, legally possess and/or have access to all the necessary kitchen and restaurant supplies, utensils, equipment necessary for the delivery of the Service, such as, 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, microwave oven, grills; and
- f. Spices and clean containers for the different food ingredients.

5. The **CONTRACTOR** shall have good title to the items/goods/services being offered and full authority to sell and transfer the same and that the items/goods/services are sold free and clear of all liens, encumbrances, liabilities and adverse claims of every nature and description.
6. The **CONTRACTOR's** utensils shall be sterilized, kept clean and dried properly.
7. The **CONTRACTOR** shall provide the Services twenty-four (24) hours a day, seven (7) days a week or in accordance with the operations of CF Winford-MGO Satellite.
8. The goods and services provided by the **CONTRACTOR** shall comply with PAGCOR's standards and shall always take into consideration the special preferences of **PAGCOR**, its customers/clientele and /or guests.
9. The **CONTRACTOR** shall ensure that its personnel are always well mannered, courteous, polite, efficient and shall conduct themselves, at all times, in a professional manner towards **PAGCOR**, its directors, officers, agents, customers and guests.
10. The **CONTRACTOR's** personnel shall secure from the responsible government agency a health/sanitary permit/clearance. The **CONTRACTOR** shall not field any of its personnel without the requisite government health/sanitary permit/clearance.

  
Witness - Contractor

  
CONTRACTOR

  
Witness - PAGCOR

  
JETHRO Z. CHANCOCO  
General Manager, PAGCOR

11. The **CONTRACTOR** shall ensure that its personnel exercise good personal hygiene, particularly, but not limited to:

- a. Regular and proper hand washing;
- b. Clean and well-trimmed fingernails without nail polish;
- c. Hair should be neat and tidy; and
- d. Open wounds should be properly dressed.

12. The **CONTRACTOR's** personnel shall, at all times, wear their prescribed uniform including, but not limited to, aprons, headdress/hair caps/hairnet and gloves, which shall be provided by the **CONTRACTOR**.

13. **PAGCOR** may require the replacement of any of the **CONTRACTOR's** personnel who is not performing his/her duties responsibilities to **PAGCOR's** satisfaction. The **CONTRACTOR** shall not unilaterally pull out any of its personnel without the conformity of **PAGCOR**.

14. In the event that **CONTRACTOR** the fails to comply with any of its 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.

15. 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.

16. 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.


17. The 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 parties thereto.


#### **QUALIFICATIONS OF THE SERVICE PROVIDER :**

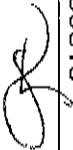
1. The **CONTRACTOR** should be located within MGO Satellite but outside of **PAGCOR** leased area. No rental shall be charged by **PAGCOR**.
2. The **CONTRACTOR** must have at least three (3) years experience in the restaurant industry.
3. The **CONTRACTOR** should be able to serve cuisine to cater to different types of nationalities & food preferences.
4. The personnel of the **CONTRACTOR** shall observe the practice of "clean as you go" policy.
5. The **CONTRACTOR** shall exercise prompt delivery of service when order is placed.

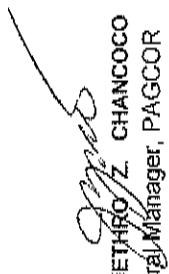
#### **FOOD HANDLING:**

1. Usage of gloves by kitchen personnel must be observed at all times (gloves for dry/raw food must not be used to serve wet/cooked food).

  
Witness - Contractor

  
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Witness - **PAGCOR**

  
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General Manager, **PAGCOR**

  
Witness - Contractor

2. Salads that are prepared in advance must be properly stored & transported in cold temperature.
3. Heating of food must be available upon the request.
4. Chopping boards must not be used interchangeably for raw and cooked foods.
5. Wooden chopping boards should not be used.
6. If food will be cooked in a different location, the **CONTRACTOR** must transport food that is tightly covered at least thirty (30) minutes before the service.
7. The **CONTRACTOR** should provide international cuisine (like American, Chinese, Korean) to cater the different nationalities and food preferences of the customers, guests, and patrons of the Casino.

#### MENU:


1. The menu should include viands using the different methods of cooking (grilled, fried, and steamed).
2. Color combinations & Food presentation must be observed.
3. The **CONTRACTOR** should be able to cater to a varied number of customers and different functions with a set menu/package.


#### ACTUAL FOOD DELIVERY:


1. Food served must not appear too oily, dry or soaked in its own fat.
2. Hot food should be served hot, cold food should be served cold.
3. Food arrangement should be attractive & garnished.

#### SCHEDULE OF PRICES

|    | Per Order<br>(good for 1-2 persons) | Grams per<br>Order | Maximum Cost<br>per Serving |
|----|-------------------------------------|--------------------|-----------------------------|
| 1  | Sisig                               | 200gms             | PhP 430.00                  |
| 2  | Patatim                             | 300gms             | PhP 570.00                  |
| 3  | Pork Binagoongan                    | 250gms             | PhP 475.00                  |
| 4  | Pata Sinigang                       | 300gms             | PhP 570.00                  |
| 5  | Kare-Kare Pata                      | 300gms             | PhP 570.00                  |
| 6  | Sizzling Porkchop                   | 300gms             | PhP 475.00                  |
| 7  | Sweet & Sour Pork                   | 250gms             | PhP 495.00                  |
| 8  | Pork Spareribs                      | 300gms             | PhP 570.00                  |
| 9  | Pork Barbecue                       | 50grams/stick      | PhP 95.00                   |
| 10 | Lechon Kawali                       | 300gms             | PhP 570.00                  |
| 11 | Salt & Pepper Spareribs             | 300gms             | PhP 570.00                  |
| 12 | Pork Sinigang                       | 250gms             | PhP 475.00                  |
| 13 | Lumpiang Shanghai                   | 200gms             | PhP 430.00                  |
| 14 | Pork Hamonado                       | 250gms             | PhP 475.00                  |
| 15 | Crispy Pata                         | 800-900 grms       | PhP 945.00                  |
| 16 | Grilled Pork Belly                  | 250 grams          | PhP 475.00                  |

  
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General Manager, PAGCOR

*AW*  
Witness - Contractor

*AW*  
CONTRACTOR

*AW*  
Witness - PAGCOR

*Jethro Z. Chancoco*  
General Manager, PAGCOR

|    |   |                  |                       |
|----|---|------------------|-----------------------|
| 17 | CPA - Chicken -Pork Adobo                                     | 250 grams        | PhP 475.00            |
| 18 | Fried Porkchop  | 300grams         | PhP 475.00            |
| 19 | Chinese Style Spareribs                                       | 300grams         | PhP 570.00            |
|    | <b>Beef Dishes</b>  |                  |                       |
| 1  | Beef Kare-Kare  | 250gms           | PHP 630.00            |
| 2  | Beef Callos   | 200gms           | PHP 620.00            |
| 3  | Beef with Broccoli  | 200gms           | PHP 620.00            |
| 4  | Beef Sinigang   | 300gms           | PHP 620.00            |
| 5  | Beef Caldereta  | 250gms           | PHP 630.00            |
| 6  | Beef Steak  | 250gms           | PHP 620.00            |
| 7  | Beef Stroganoff   | 250gms           | PHP 695.00            |
| 8  | Korean Barbecue/ Stew   | 250gms           | PHP 665.00            |
| 9  | Beef Teriyaki   | 250gms           | PHP 665.00            |
| 10 | Beef Bulalo   | 300gms           | PHP 620.00            |
| 11 | Beef Pares w/ noodles or fried rice                           | 250gms           | PHP 620.00            |
| 12 | Beef Tenderloin Steak served w/ mashed potato n' side veggies | 200gms           | PHP 665.00            |
| 13 | Braised Beef  | 200grams         | PHP 620.00            |
|    | <b>Chicken Dishes</b>   |                  |                       |
| 1  | CPA - Chicken -Pork Adobo                                     | 250gms           | PHP 475.00            |
| 2  | Chicken Buffalo Wings   | 300gms           | PHP 545.00            |
| 3  | Fried Chicken (whole)   | .8 - 1kg/piece   | PHP 695.00            |
| 4  | Chicken Tinola  | 250gms           | PHP 430.00            |
| 5  | Chicken Cordon Bleu   | 200gms           | PHP 665.00            |
| 6  | Chicken in Mushroom   | 250gms           | PHP 430.00            |
| 7  | Chicken Curry   | 250gms           | PHP 430.00            |
| 8  | Lemon Chicken   | 250gms           | PHP 570.00            |
| 9  | Buttered Chicken  | 250gms           | PHP 570.00            |
| 10 | Chicken Teriyaki  | 250gms           | PHP 530.00            |
| 11 | Chicken Barbecue  | 250gms           | PHP 530.00            |
| 12 | Chicken Inato   | 250gms           | PHP 525.00            |
| 13 | Chicken Ala King  | 250gms           | PHP 665.00            |
| 14 | Chicken sa Gata   | 250gms           | PHP 530.00            |
| 15 | Chicken Afritada  | 250gms           | PHP 530.00            |
|    | <b>Fish &amp; Seafoods</b>                                    |                  |                       |
| 1  | Fish Fillet with Sweet-Sour Sauce                             | 250gms           | PHP 525.00            |
| 2  | Tanigue Steak in Lemon Butter Sauce                           | 300gms           | PHP 595.00            |
| 3  | Camaron   | 220gms           | PHP 665.00            |
| 4  | Adobong Pusit   | 220gms           | PHP 525.00            |
| 5  | Bangus Belly Ala Pobre  | 220gms           | PHP 545.00            |
| 6  | Steamed Lapu-Lapu in Soy Sauce                                | 400/500/600grams | 745.00 /845.00/945.00 |
| 7  | Fish Fillet with Tausi  | 220gms           | PHP 525.00            |
| 8  | Calamares   | 220gms           | PHP 665.00            |
| 9  | Sinigang na Tiyan ng Bangus                                   | 220gms           | PHP 695.00            |
| 10 | Sinigang na Hipon   | 220gms           | PHP 695.00            |
| 11 | Sinigang na Salmon Belly                                      | 220gms           | PHP 695.00            |
| 12 | Mixed Seafood Curry   | 220gms           | PHP 725.00            |
| 13 | Sizzling Pusit  | 220gms           | PHP 525.00            |
| 14 | Sweet-Spicy Shrimp  | 220gms           | PHP 695.00            |
| 15 | Fish Tempura  | 3pcs/5pcs/7pcs   | 525.00 /620.00/725.00 |

|  |   |  |   |
|--|---|--|---|
| 16   | Shrimp Tempura                                  | 3pcs/5pcs/7pcs                                       | 620.00<br>/720.00/810.00  |
| 18   | Crusted Tilapia Fillet                          | 250-300gms   | PHP 570.00  |
| 19   | Shrimp Gambas                                   | 220gms   | PHP 665.00  |
| <b>Vegetable Dishes</b>  |   |  |   |
| 1  | Vegetable Kare-Kare                             | 500gms-700gms  | PHP 475.00  |
| 2  | Steamed Vegetables                              | 500gms-700gms  | PHP 380.00  |
| 3  | Pakbet with Bagnet                              | 500gms-700gms  | PHP 495.00  |
| 4  | Vegetable Tempura                               | 500gms-700gms  | PHP 495.00  |
| 5  | Chopsuey  | 500gms-700gms  | PHP 495.00  |
| 6  | Ampalaya con Carne                              | 500gms-700gms  | PHP 495.00  |
| <b>Breakfast Menu</b>  |   |  |   |
| 1  | LongSiLog ***                                   | 200gms   | PHP 425.00  |
| 2  | ToSiLog ***                                     | 200gms   | PHP 430.00  |
| 3  | HotSiLog ***                                    | 2pieces jumbo  | PHP 430.00  |
| 4  | Corned Beef with Rice ***                       | 200gms   | PHP 430.00  |
| 5  | Vegetable Omelette                              | 200gms   | PHP 335.00  |
| 6  | Daing na Bangus with Rice ***                   | 200gms   | PHP 570.00  |
| 7  | Chopped Pork and Ham with Egg ***               | approx 150gms  | PHP 445.00  |
| 8  | America Breakfast ***No Rice                    | (cereal, bacon, eggs<br>pancakes or<br>baked breads) | PHP 430.00<br>PHP 430.00  |
| 9  | Pancakes with Syrup                             | 4pieces  | PHP 240.00  |
| 10   | Ham & Cheese Omelette                           | 150grams   | PHP 240.00  |
| <b>***all breakfast served with 2pcs eggs</b>                                  |   |  |   |
| <b>***all served with garlic rice</b>  |   |  |   |
| <b>*** all served with choice of coffee, tea, hot chocolate or fresh juice</b> |   |  |   |
| <b>Noodles/Pasta/ Congee</b>   |   |  |   |
| 1  | Pancit Bihon                                    | 200gms   | PHP 430.00  |
| 2  | Lomi  | 150gms   | PHP 285.00  |
| 3  | Pancit Canton                                   | 200gms   | PHP 430.00  |
| 4  | Miki Bihon                                      | 200gms   | PHP 430.00  |
| 5  | Sotanghon Soup/Guisado                          | 200gms   | PHP 445.00  |
| 6  | Spaghetti with Meatballs                        | 150gms   | PHP 430.00  |
| 7  | Creamy Carbonara                                | 150gms   | PHP 430.00  |
| 8  | Grilled Chicken/ Seafood Pesto                  | 150gms   | PHP 445.00  |
| 9  | Noodle Soup (Beef, Chicken, Wanton)             | 150gms   | Beef-PHP 335.00<br>Wonton-PhP300.00<br>Chicken-PhP320.00  |
| 10   | Congee (Chicken, Beef, Meatballs, Seafood, Egg) | 150gms   | Chicken-PhP335.00<br>Beef-PhP420.00<br>Egg-PhP 330.00<br>Meatballs-PhP 380.00<br>Seafood-PhP 430.00 |
| <b>*All Pancit &amp; Pasta served with Butter Toast/Garlic bread</b>           |   |  |   |
| <b>*All Congee &amp; Noodles served with Mantao Bread</b>                      |   |  |   |
| <b>Sandwiches</b>  |   | *meat/filling  |   |

Witness - Contractor

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|   |                               |                            |   |
|---|-------------------------------|----------------------------|---|
| 1   | Butter Toast                  | 4 slices bread & butter    | PHP 95.00   |
| 2   | Corned Beef Sandwich          | 100gms                     | PHP 220.00  |
| 3   | Ham & Cheese Sandwich         | 100gms                     | PHP 190.00  |
| 4   | Ham & Egg Sandwich            | 100gms                     | PHP 190.00  |
| 5   | Hotdog Sandwich               | 100gms                     | PHP 215.00  |
| 6   | Tuna Melt Sandwich            | 100gms                     | PHP 195.00  |
| 7   | Chicken Sandwich              | 100gms                     | PHP 215.00  |
| 8   | Chopped Pork and Ham Sandwich | 100gms                     | PHP 215.00  |
| 9   | Fish Fillet Sandwich          | 100gms                     | PHP 215.00  |
| 10  | Clubhouse Sandwich            | 200gms                     | PHP 430.00  |
| 11  | Frankfurters Sandwich         | 100gms                     | PHP 285.00  |
| 12  | CheeseBurger Sandwich         | 100gms                     | PHP 220.00  |
| 13  | Chicken Fillet Sandwich       | 100gms                     | PHP 220.00  |
| 14  | Double Decker Sandwich        | 200gms                     | PHP 380.00  |
| 15  | Philly Cheese Steak Sandwich  | 100gms                     | PHP 430.00  |
| <b>*All sandwiches = single serving except for Clubhouse Sandwich</b> |                               |                            |   |
| <b>*All sandwiches served with potato chips</b>                       |                               |                            |   |
| <b>Appetizers and Dimsums</b>   |                               |                            |   |
| 1   | French Fries                  | 150 grams                  | PHP 285.00  |
| 2   | Nachos/Tacos                  | 100grams                   | PHP 285.00  |
| 3   | Tokwa't Baboy                 | 2 pcs tokwa / 100 gms Pork | PHP 285.00  |
| 4   | Spicy Hotdog                  | 2pcs jumbo hotdog          | PHP 285.00  |
| 5   | hakaw                         | 6pcs/serving               | PHP 285.00  |
| 6   | Siomai (beef, pork, japanese) | 6pcs/serving               | Beef-PHP 285.00<br>Pork-PhP 285.00<br>Japanese-PhP 290.00 |
| 7   | Fried Wonton                  | 12pcs /serving             | PHP 285.00  |
| 8   | Dimsum Puffers (Taro, Shrimp) | 6pcs/serving               | Taro-PHP 195.00<br>Shrimp-PhP 195.00                      |
| 9   | Siopao (Asado/ Bola Bola)     | 1 Jumbo / 2pcs medium      | Asado-PHP 190.00<br>Bola Bola-PhP 190.00                  |
| 10  | Chicken Feet                  | 6pcs/serving               | PHP 190.00  |
| 11  | Radish Cake                   | 6pcs/serving               | PHP 190.00  |
| 12  | Fried Spring Rolis            | 6pcs/serving               | PHP 190.00  |
| 13  | Sharksfin Dumpling            | 6pcs/serving               | PHP 190.00  |

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## II. F&B BUDGET and SCHEDULE OF PAYMENT


- The total contract price for this Service Contract shall be **Fourteen Million Seven Hundred Thousand Pesos (PHP14,700,000.00)**, VAT Exclusive Zero-Rated Transaction, for a period of **three (3) years** or upon exhaustion of the contract price, whichever comes first (the "Contract Price").
- 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 Contract Price. Moreover, the aggregate billings under this Contract shall not exceed the total Contract Price.
4. The unit cost per meal shall be based on the unit cost reflected in the Schedule of Prices 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.

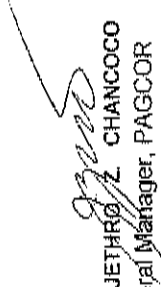
  
 Witness - Contractor

### III. CONTRACT TERM

1. This Contract shall commence from the date of receipt of the winning bidder of the Notice to Proceed for a period of Three (3) years or upon exhaustion of the contract price, whichever comes first.
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, the **CONTRACTOR** shall pay liquidated damages equal to one-tenth (1/10) of one percent of (1%) of the cost of the delayed Service for everyday of delay, including Sundays and Holidays, until such service is finally rendered and accepted by **PAGCOR**. Such amount shall be deducted from any money due, or which may become due to the **CONTRACTOR** or collected from any securities or warranties posted by the **CONTRACTOR**. In case the total sum of liquidated damages reaches ten percent (10%) of the total contract price, **PAGCOR** may rescind the contract and impose appropriate sanctions over and above the liquidated damages to be paid.
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

  
 JETHRO Z. CHANCOCO  
 General Manager, PAGCOR

### IV. OTHER QUALIFICATIONS

1. The **CONTRACTOR** shall be responsible for the following:
  - a. Improvement on the dining area and space occupied by the **CONTRACTOR**. All costs shall be for the account of the **CONTRACTOR** subject to the existing guidelines adopted and contract obligations complied by **PAGCOR**.




- b. Refurbishment of furniture and fixtures including lighting fixtures in the dining area shall be for the account of the **CONTRACTOR**.
- c. Payment of Utility Charges. All electricity and water bills and other charges necessary and incidental to the operation of the **CONTRACTOR** shall be for its account.

  
 Witness - Contractor

- 2. The **CONTRACTOR** must submit a notarized Certification or Contract from the building owner stating that the bidder will be allowed to do business within the building where the casino is housed in the event that he will be awarded the procurement project.


A notarized contract that is valid for the duration to the procurement project shall be submitted within ten (10) calendar days upon receipt of the Notice of Award (NOA).

- 3. The **CONTRACTOR** must not use disposable plates, spoons forks, cups and glasses. However, these must be available upon the request of the customer/guest.
- 4. The minimum period of warranty of goods/items must not be less than three (3) months expiry date.
- 5. The **CONTRACTOR** must provide tablets for the establishment and utilize Restaurant order App/Menu Management App to facilitate a faster delivery of services to the customers, guests and players.
- 6. The **CONTRACTOR** should provide Casino customers with purified bottled drinking water with their meals.

  
 CONTRACTOR

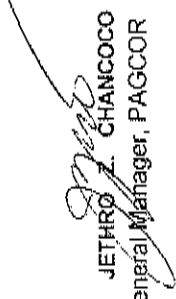
**ADDITIONAL GUIDELINES:**

The **CONTRACTOR** should submit a copy of the Health and Safety Protocols and/or Guidelines that they will be implementing which shall be in accordance with the IATF Guidelines (i.e. Section 8, Food and Beverage (F&B) Service; Section 9, Kitchen Sanitation and Disinfection and of Section 14, Supplier of Goods and Services per Health and Safety Guidelines Governing the Operations of Accommodation Establishments under the New Normal).


  
 Witness - PAGCOR

**V. 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.


  
 JETHRO Z. CHANCOCO  
 General Manager, PAGCOR

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


## VI. WARRANTIES, CLEARANCES, PERMITS, LICENSES and TAXES

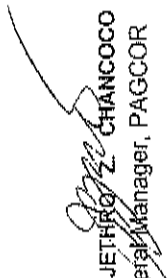
1. The **CONTRACTOR** warrants that there are no actions, suits or proceedings pending or threatened, which may have a material adverse effect on its ability to fulfill its obligations under this Contract or on its operations, business, properties, assets or business condition.
2. All taxes, amounts, 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

## VII. 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


  
 Witness - PAGCOR

  
**JETHRO Z. CHANCOCO**  
 General Manager, PAGCOR

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 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.

  
Witness - Contractor

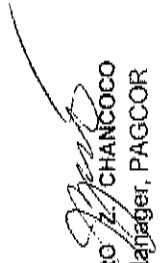
  
CONTRACTOR

### VIII. 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:

| 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%)<br>Seven Hundred Thirty-Five Thousand Pesos (PhP 735,000.00)         |
| 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%)<br>Four Million Four Hundred Ten Thousand Pesos (PhP4,410,000.00) |

  
Witness - PAGCOR

  
JETHRO Z. CHANCOCO  
General Manager, 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.

**IX. 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.

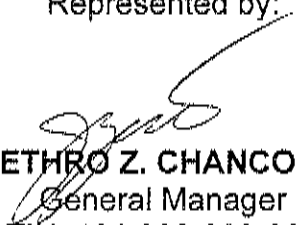
If the parties fail to settle their differences or disputes, the parties waiving for the purpose any other venue, hereby agree that the courts of the City of Manila shall be the exclusive venue of any or all actions or suits between the parties to the exclusion of all other courts and venues. This exclusive 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 \_\_\_\_\_, 20\_\_ in \_\_\_\_\_.

**PHILIPPINE AMUSEMENT AND  
GAMING CORPORATION**

TIN: 033-000-887-972


Represented by:

  
**JETHRO Z. CHANCOCO**  
General Manager  
TIN: 101-992-808-000

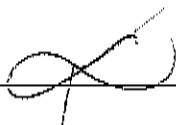
**MANILA GRAND OPERA HOTEL,  
INC.**


TIN: 006-663-611-000

Represented by:

  
**RODNEY C. ROBOSA**  
General Manager  
TIN: 147-722-183-000

Signed in the presence of:

  
\_\_\_\_\_

  
\_\_\_\_\_

**ACKNOWLEDGEMENT**

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

BEFORE ME, a Notary Public for and in City of Manila, Philippines, this  
\_\_\_\_\_ day of 08 JUN 2022, 2022, personally appeared:

**NAME**

**ID ISSUED AT/ON**

**JETHRO Z. CHANCOCO**

**PAGCOR ID No. 87-0228  
Issuance Date: March 1, 2021  
Place of Issuance: Manila**

known to me and known to be the same person who executed the foregoing instrument consisting of fourteen (14) pages, including the page whereon the acknowledgments is written and acknowledged before me that the same is his free and voluntary act and deed and that of the Corporation he represents.

WITNESS MY HAND AND NOTARIAL SEAL, at the place and on the date first above written.

Doc No. 490 ;  
Page No. 99 ;  
Book No. IV ;  
Series of 2022.  
MCLE Compliance No. \_\_\_\_\_

**MICHELLE M. YU**  
**NOTARY PUBLIC**  
**IN AND FOR THE CITY OF MANILA**  
6<sup>TH</sup> FLR, NEW WORLD MANILA BAY HOTEL & CASINO  
M.H. DEL PILAR ST. MALATE, MANILA  
Comm. No. 2021 - 013 Issued on 02-9-2021 Until 12-31-2022, Manila  
PTR No. 0152122 Issued on 01-10-2022 Until 12-31-2022, Manila  
Roll No. 70315 / IEP No. 100230 Issued on 01-02-2022, Manila Chapter IV  
MCLE No. VII-0008303 Issued on 12-16-2021 Valid Until 4-14-2025

**ACKNOWLEDGEMENT**

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

BEFORE ME, a Notary Public for and in City of MANILA, Philippines, this  
JUN 07 2022 day of \_\_\_\_\_, 2022, personally appeared:

**NAME**

**RODNEY C. ROBOSA**

**GOVERNMENT ID NO.**

Driver's License  
License No. N02-94-256542  
Expiration Date: August 24, 2023

known to me and known to be the same person who executed the foregoing instrument consisting of fourteen (14) pages, including the page whereon the acknowledgments is written and acknowledged before me that the same is his free and voluntary act and deed and that of the Corporation he represents.

WITNESS MY HAND AND NOTARIAL SEAL, at the place and on the date first above written.

Doc No. 106 ;  
Page No. 33 ;  
Book No. 51 ;  
Series of 2022.  
MCLE Compliance No. \_\_\_\_\_

**ATTY. BUENAVENTURA S. MEDINA JR.**  
NOTARY PUBLIC UNTIL DEC 31, 2021  
ROLL NO. 41891-A-03, MANILA  
IDP LIFETIME NO. 9765437-A-03  
MCLE NO. 096547856-A-06  
PTR NO. 2100562-01-06-21  
VERIFICATION NO. 42153000  
UNDER SUPREME COURT B.M. NO. 3795  
EXTENDED FROM JAN. 1 to June 20, 2022