



SERVICE CONTRACT

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

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 CF-Bacolod Officer In Charge, **JOSE MARCIANO C. BAUTISTA**, hereinafter referred to as "**PAGCOR**";

- And -

FOUR J FYR FYTER FIRE SAFETY SERVICES & CONTRACTOR, Sole Proprietorship duly registered with the Department of Trade and Industry (DTI) with DTI Reference No. 05622434, with office address at the Door # 3 Phil. Nurses Ass'n., (PNA) Bldg. Barangay 9 Bacolod City, represented in this act by its Attorney-In-Fact, **TRISTAN JULIAN J. TERUEL**, duly authorized for this purpose by a Special Power of Attorney, hereto attached as "Annex A" dated November 27, 2020, hereinafter referred to as the "**CONTRACTOR**".

Each of **PAGCOR** and **FOUR J FYR FYTER FIRE SAFETY SERVICES & CONTRACTOR** may hereinafter be referred to as a "**PARTY**" and collectively referred to as the "**PARTIES**".

WITNESSETH: THAT

WHEREAS, **PAGCOR** has a requirement for the Three (3) Years Preventive Maintenance of Fire Alarm and Fire Sprinkler System under ITB No.: SV20-10-015BACa-11 (Re-Bidding) (hereinafter referred to as the "Service");

WHEREAS, considering all requisites were met, **PAGCOR** procured the Services through Alternative Mode of Procurement, specifically Small Value Procurement, pursuant to Section 53.9 of the Revised Implementing Rules and Regulations of Republic Act No. 9184;

WHEREAS, the **CONTRACTOR** has submitted a complying and responsive bid to undertake the Services;

WHEREAS, **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 a contract under the following terms, conditions and stipulations:

Service Contract: Three (3) Years Preventive Maintenance of Fire Alarm and Fire Sprinkler System under ITB No.: SV20-10-015BACa-11 (Re-Bidding)

1 1/2

Witness - Contractor

CONTRACTOR

Witness - PAGCOR

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**ARTICLE I
SCOPE OF WORK**

The **CONTRACTOR** shall ensure compliance with the following responsibilities in its performance of the Services:

THREE (3) YEARS PREVENTIVE MAINTENANCE OF FIRE ALARM AND FIRE SPRINKLER	
SCOPE OF WORK:	
1.	Check and Inspect all existing valve and fittings
2.	Drain and refill existing water supply
3.	Check and test control panel of fire pump and jockey pump
4.	Check and inspect lubrication of fire pump and jockey pump
5.	Check and inspect all smoke detector devices, fire alarm bell, and manual switch
6.	Check and inspect fire alarm control panel board
7.	Maintenance certificate signed and sealed by Professional Mechanical Engineer and Professional Electrical Engineer
8.	Issuance of bi-annual inspection report good for Three (3) Years
9.	Bi-Annual check -up good for Three (3) Years

**ARTICLE II
CONTRACT AMOUNT AND SCHEDULE OF PAYMENT**

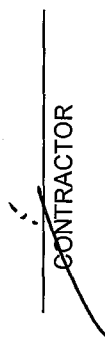
The contract price for the **CONTRACTOR's** Services shall be in the total amount of **Two Hundred Seventy Thousand Pesos (Php 270,000.00)**, VAT-Exclusive, Zero-Rated transaction for three (3) years' service.

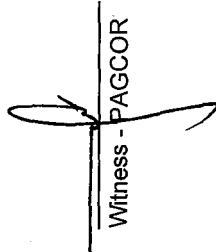
PAGCOR shall pay the **CONTRACTOR** every (6) months payments of **Forty-Five Thousand Pesos (Php 45,000.00)**, payable after the **CONTRACTOR's** completion of every six (6) month preventive repair and maintenance services, and within fifteen (15) days from **PAGCOR's** receipt of the quarterly billing statement.

Both parties agree that the total price stated herein is inclusive of all applicable taxes, fees and charges required by the Government. The **CONTRACTOR** holds **PAGCOR** free from liability for any or all taxes arising out of this transaction.

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 entire Contract.


Witness - Contractor


CONTRACTOR


Witness - PAGCOR


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ARTICLE III
CONTRACT TERM

This Service Contract shall be for a period of three (3) Years commencing on the effectivity date provided in the Notice to Proceed (NTP). **PAGCOR** may terminate this Contract with or without cause, without need of judicial intervention upon thirty (30) days written notice to the **CONTRACTOR**.

ARTICLE IV
WARRANTIES

The **CONTRACTOR** hereby warrants and represents that:

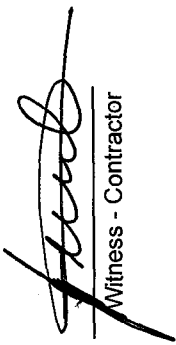
- a. It is an entity duly organized, validly existing, and in good standing under the laws of the Republic of the Philippines, and it has the requisite power and authority to enter into and perform its obligations under this Contract.
- b. There are no actions, suits or proceedings pending or, to the best of its knowledge, 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.
- c. That the Services to be rendered shall be as described under Article I of this Contract. The **CONTRACTOR** warrants that it has secured all the necessary government licenses and permits to allow it to render the Services agreed upon and that it is free from any liability or adverse claims, of every nature and description that would prevent or hinder it from rendering the said Services.
- d. The **CONTRACTOR** warrants that is the owner of all equipment to be used for any maintenance services covered under this Contract, or, if not, the **CONTRACTOR** has the authority from the owner to use such equipment.

ARTICLE V
CLAIMS AND DISPUTES

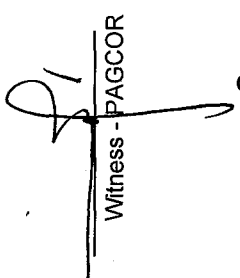
All claims and disputes relating to or arising from this Contract shall as much as possible, be settled amicably by the **PARTIES** before resorting to any judicial action.

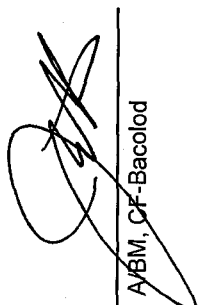
If the parties fail to settle their differences or disputes, the **PARTIES** waiving for the purpose any other venue, hereby agree that the courts of the City of Manila shall be the exclusive venue of any or all actions or suits between the **PARTIES** to the exclusion of all other courts and venues.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

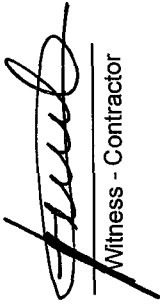
In the event that a dispute arises with respect to this Contract, the party prevailing in such dispute shall be entitled to recover all expenses, including, without limitation, reasonable attorneys' fees and expenses, incurred in


Witness - Contractor


CONTRACTOR


Witness - PAGCOR


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Witness - Contractor

ascertaining such party's rights or in preparing to enforce, or in enforcing, such party's rights under this Contract, whether or not it was necessary for such party to institute suit.

ARTICLE VI
DAMAGES FOR DELAY

Should **CONTRACTOR** incur delay in the performance of the Services as scheduled, the **CONTRACTOR** shall pay a penalty of one-tenth of one percent (1/10 of 1%) of the total undelivered /unperformed portion of the Service to be rendered for each hour of delay, including Sundays and Holidays, beyond the specific period. The maximum deduction shall be ten percent (10%) of the amount of the contract. **PAGCOR** shall have the option to rescind the contract, without prejudice to other course of action and remedies upon it.


In case the **CONTRACTOR** still fails to render the required Services after the lapse of thirty (30) days from the date provided by **PAGCOR**, in addition to the penalties agreed upon, **PAGCOR** shall have the option to terminate this Contract.

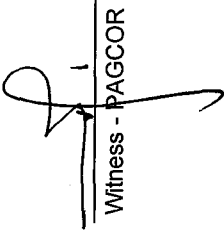
ARTICLE VII
PERFORMANCE SECURITY

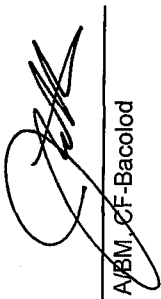
The **CONTRACTOR** shall post a Performance Security (the "Security") for the benefit of **PAGCOR**, conditioned on former's compliance with all its obligations under this Service Contract, prior to the signing of the Service Contract, in accordance with any of the following schedule:

Form of Security	Amount in Percentage of Total Contract Price
Cash, cashier's/manager's check, issued by a Universal or Commercial Bank.	
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.	Five Percent (5%) (PhP 13,500.00) Thirteen Thousand Five Hundred Pesos
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 81,000.00) Eighty One Thousand Pesos

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.


CONTRACTOR


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**ARTICLE VIII
FORCE MAJEURE**

In the event that the obligations in this Contract cannot be complied within the prescribed period because of fortuitous event and/or force majeure, as defined by prevailing laws and such other causes not attributable to the **CONTRACTOR, PAGCOR** shall have no cause for action against the **CONTRACTOR** and shall pay the value of the Services already rendered and accepted.

**ARTICLE IX
DEFAULTS**

In the event that any of the parties fail to comply in good faith with their undertakings, as set forth in this Contract, within the periods provided herein, the non-defaulting parties shall be released from their obligations under this Contract, without prejudice to the rights of restitution, recovery and damages.

In the event of breach by either party, the parties agree to amicably settle the same under the provisions of this Contract hereof prior to judicial action.

**ARTICLE X
NO EMPLOYER-EMPLOYEE RELATIONSHIP**

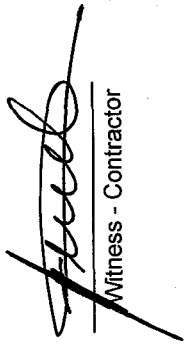
There shall be no employer-employee relationship between **PAGCOR** and the employees of the **CONTRACTOR**. The **CONTRACTOR** shall have exclusive control and supervision of its employees in the performance of the Services herein agreed upon. The **CONTRACTOR** shall be solely responsible for all acts and/or omissions of its personnel and of all persons allowed by it to have access to the **PAGCOR's** premises for any damage which may be caused to persons or property while remaining either casually or in business in any part of said premises. Any accident, injury or sickness of any kind, or death that may occur to any employee of the **CONTRACTOR** during the time and consequent to the performance of the services under this Contract shall likewise be the **CONTRACTOR's** sole responsibility.

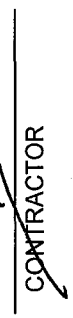
The **CONTRACTOR** further binds itself to hold **PAGCOR** free and harmless from any claim on account of the aforementioned injury or damage.

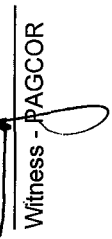
**ARTICLE XI
CONFIDENTIALITY**

All information disclosed to the **CONTRACTOR** arising out of or as a result of this Contract shall be confidential in nature. The **CONTRACTOR** shall be solidarily liable to **PAGCOR** for any unauthorized disclosures made by its officers, employees, agents and other persons acting on the **CONTRACTOR's** behalf.

The obligations stated in this Confidentiality Clause shall also apply to confidential information negligently, unintentionally or inadvertently disclosed by


Witness - Contractor


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PAGCOR (its officers, employees, agents, and any other persons acting on its behalf) and to disclosures made by a **PAGCOR** officer, employee, agent, and other persons ordinarily acting on its behalf, in breach of his/her obligation or duty to **PAGCOR**.

ARTICLE XII
TAXES AND LICENSES

All amounts, claims and expenses pertaining to applicable licenses, permits, registrations or renewals thereof, required by the appropriate government entities for the Services performed under this Contract shall be for the exclusive account of **CONTRACTOR**.

The **CONTRACTOR** shall regularly present, within the duration of the Contract, a tax clearance from the Bureau of Internal revenue (BIR) as well as a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.

The **CONTRACTOR** shall pay taxes in full and on time, failure to do so will entitle **PAGCOR** to suspend payment for Services rendered by the **CONTRACTOR**.

ARTICLE XIII
INDEMNIFICATION

The **CONTRACTOR** shall be liable for any loss, damage, or injury of any kind to **PAGCOR** and its officers and/or personnel, and shall hold them free and harmless against all actions, proceedings, claims and demands, which may be made by any person in respect of any loss, death, damage or injury arising by reason of the Services under this Contract. The **CONTRACTOR** shall indemnify **PAGCOR**, its officers, and personnel on account of the costs of defending or settling any such action, proceeding claim or demand, including but not limited to reasonable legal costs.

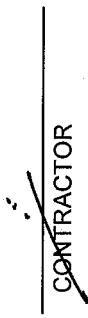
ARTICLE XIV
MISCELLANEOUS

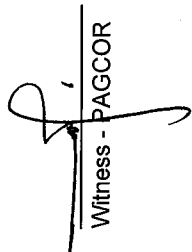
In the event that the facts and circumstances arise or are discovered which render this Contract disadvantageous to the Government, the parties hereto agree to immediately re-negotiate its terms and conditions, or at the option of **PAGCOR**, terminate the same.

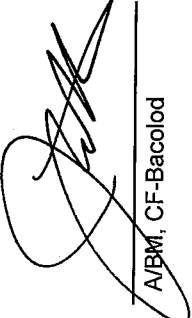
No terms or conditions of this Contract shall be deemed waived and no breach or default excused unless such waiver or excuse shall be in writing and signed by the party affected.

This Contract may not be assigned or sub-contracted to another without the prior written consent of the other party.


Witness - Contractor


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All notices and other communications provided for or permitted hereunder shall be in writing and sent to the parties to whom the notice is addressed at their respective addresses as indicated in this Contract.

If any provision hereof is prohibited or made unenforceable under any applicable law by a competent court or authority, the same shall not affect any other provision of this Contract, which are otherwise valid and enforceable.

This Contract contains all the covenants and stipulations agreed upon by the parties and shall be modified, revised or amended only upon written agreement of both parties.

The parties agree to abide by these terms and conditions in good faith.

The relationship between the parties shall be limited to the performance of the terms and conditions of the Contract. Nothing in this Contract 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 Contract, or to borrow money on behalf of another party, or to use the credit of any party for any purpose other than what has been set forth herein.

Any right or remedy conferred by this Contract upon **PAGCOR** shall not be exclusive of any other right or remedy of **PAGCOR**, whether under this Contract or provided or permitted to **PAGCOR** at law or in equity, but each right or remedy shall be cumulative of every other right or remedy available to it.

This Contract constitutes the entire agreement between the parties pertaining to the subject matter contained in it, and supersedes all prior and contemporaneous agreements, representations, warranties and understandings of the parties. No supplement, variation or amendment of this Contract shall be binding unless executed in writing by all parties thereto.

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

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

**FOUR J FYR FYTER FIRE SAFETY
SERVICES & CONTRACTOR**
TIN: 932-620-498-000


Represented by:



JOSE MARCIANO C. BAUTISTA

Represented by:


TRISTAN JULIAN J. TERUEL

Signed in the presence of:


MARLON F. BIRONNO


JULIUS WAYNE J. TERUEL

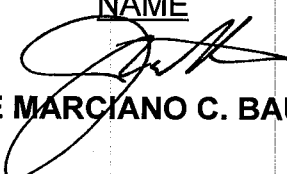
Service Contract: Three (3) Years Preventive Maintenance of Fire Alarm and Fire Sprinkler System
under ITB No.: SV20-10-015BACa-11 (Re-Bidding)

6.7

ACKNOWLEDGMENT

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

BEFORE ME, a Notary Public for and in the City of Bacolod, on **FEB 01 2021**
day of _____, 2021, personally appeared the following with his respective
Government ID number:

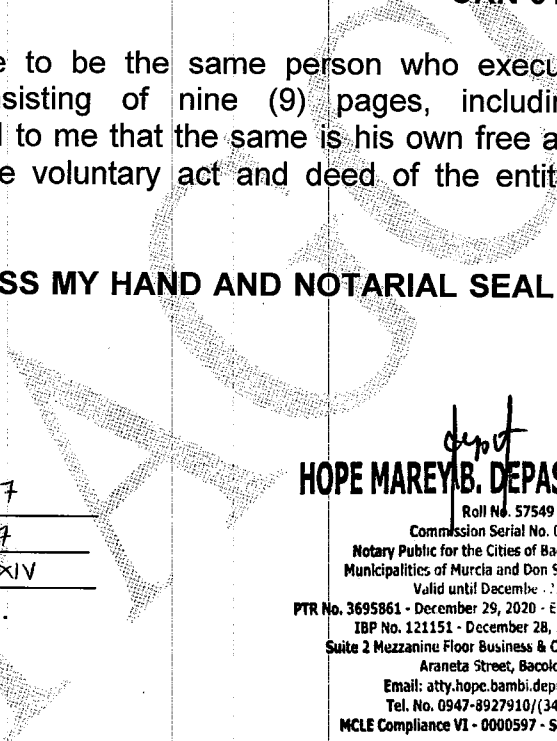
NAME

JOSE MARCIANO C. BAUTISTA

GOVERNMENT ID NO.
**Unified Multi-Purpose ID
CRN-0111-2756709-8**

Known to me to be the same person who executed the foregoing Service Contract consisting of nine (9) pages, including this page, and who acknowledged to me that the same is his own free and voluntary act and deed, as well as the voluntary act and deed of the entity he is duly authorized to represent.

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

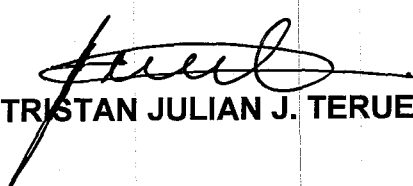
Doc. No. 127
Page No. 27
Book No. LXXIV
Series of 2021.


HOPE MAREYA B. DEPASUCAT-SAZON
Roll No. 57549
Commission Serial No. 0075-21
Notary Public for the Cities of Bacolod & Talisay &
Municipalities of Murcia and Don Salvador Benedicto
Valid until December 31, 2021
PTR No. 3695861 - December 29, 2020 - E. 3, Magalona, Negros Occ.
IBP No. 121151 - December 28, 2020 - Pasig 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)
CITY OF BACOLOD) S.S.

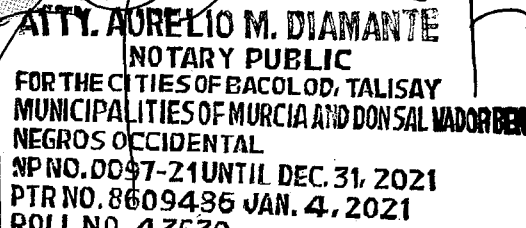
BEFORE ME, a Notary Public for and in the City of Bacolod, on this _____, 2021, personally appeared the following with their respective Government ID numbers, to wit:

<u>NAME</u>	<u>GOVERNMENT ID</u>
 TRISTAN JULIAN J. TERUEL	Driver License No. FO1-92-071158 Expiry Date: 09/20/2022

Known to me to be the same person who executed the foregoing Service Contract consisting of nine (9) pages, including this page, and who acknowledged to me that the same is his own free and voluntary act and deed, as well as the voluntary act and deed of the entity he is duly authorized to represent.

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

Doc. No. 2162
Page No. 99
Book No. XIV
Series of 2021.


ATTY. AURELIO M. DIAMANTE
NOTARY PUBLIC
FOR THE CITIES OF BACOLOD, TALISAY
MUNICIPALITIES OF MURCIA AND DON SAL VADOR BENEROS
NEGROS OCCIDENTAL
NP NO. 0097-21 UNTIL DEC. 31, 2021
PTR NO. 8609486 JAN. 4, 2021
ROLL NO. 43630
IBP LIFE MEMBER NO. 04369
MCLE COMPLIANCE NO. VI-001221