



SERVICE CONTRACT

This SERVICE CONTRACT (the "CONTRACT") is 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 1869, as amended, with office address at the PAGCOR Executive Office, New Coast Hotel Manila, M.H Del Pilar cor. Pedro Gil Sts. Malate, Manila, represented in this act by its CF Bacolod Branch Manager, **NESTOR G. LEGASPINA**, hereinafter referred to as "PAGCOR";

-and-

AMIGO SCOTTS MANAGEMENT INC. a corporation duly organized and existing under the laws of the Republic of the Philippines, with office address at 3F, Symphony Tower 1, Sgt. Esguerra St., St. South Triangle, Quezon City, represented in this act by its Sales Executive representative **Ms. ARLYN GRACE B. LIBANAN**, duly authorized for this purpose by a Secretary's Certificate dated May 5, 2023, hereto attached as Annex "A", hereinafter referred to as the "CONTRACTOR".

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.

Each referred to as a "PARTY" and collectively as the "PARTIES"

ANTECEDENTS:

WHEREAS, PAGCOR has a requirement for the Procurement of Hotel Room Accommodation for Customers, Guests and Officers of CF- Iloilo for a period of Three (3) Years Contract under ITB No. SV23-04-002BACa-05, which was approved by the PAGCOR Board of Directors and included in the 2023 Annual Procurement Plan (APP);

WHEREAS, PAGCOR conducted a Negotiated Procurement (Small Value) in accordance with the Republic Act 9184 (Government Procurement Reform Act) and its 2016 Revised Implementing Rules and Regulations on May 18, 2023 for the procurement of the Project;

WHEREAS, the CONTRACTOR has submitted the Single Calculated Responsive Quotation (SCRQ) for the Project.

WHEREAS, considering that all the requisites were met, PAGCOR has accepted the bid of the **CONTRACTOR**;

~~Service Contract - PAGCOR and AMIGO SCOTTS MANAGEMENT INC~~

Witness - Contractor

CONTRACTOR

Witness - PAGCOR

NESTOR G. LEGASPINA
Branch Manager CF-Bacolod

WHEREAS, the Branch Manager, duly delegated on June 01, 2022, approved the award of the contract to the **CONTRACTOR**;

NOW, THEREFORE, for and 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 specifications:

I. SCOPE OF SERVICES

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 A and technical specifications:

QUALIFICATIONS:

1. The establishment of the **CONTRACTOR** is within Five Hundred (500) meters from Casino Filipino-Iloilo.
2. The **CONTRACTOR** shall exercise the required diligence in the supply of room accommodation to the clientele of **PAGCOR**.
3. The **CONTRACTOR** must be able to meet the demand of the branch in connection with goods/services to be provided to its clients.
4. The **CONTRACTOR** shall have the capability to provide first-class room accommodation, food and beverage at a reasonable cost.

GENERAL CONDITIONS:

1. The **CONTRACTOR** shall provide at least a 20% discount on all room rates to **PAGCOR** and its authorized representatives for personal bookings.
2. The **CONTRACTOR** must allocate Three (3) rooms daily.
3. The **CONTRACTOR** should provide the following hotel room standard set-up but not limited to:
 - LED TV with cable channels
 - Hot and cold water
 - Air Conditioning
 - Bathroom with Shower
 - With Closet
 - Coffee and tea making facility
 - Direct dial telephone
 - With free toiletries
 - Iron & Ironing Board (Upon Request)
 - Key less entry
 - Mini-Bar
 - Non-smoking rooms available
 - Wi-Fi Internet Access Complimentary
4. The **CONTRACTOR** should extend at least 20% discount on other amenities offered by the establishment.

Service Contract – PAGCOR and AMIGO SCOTTS MANAGEMENT INC
Procurement of Hotel Room Accommodation for Customers, Guests and Officers of CF- Iloilo for a period of
Three (3) Years Contract under ITB No. SV23-04-002BACa-05

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Branch Manager CF-Iloilo

5. The **CONTRACTOR** should provide complimentary WIFI access to all customers and guests.
6. The **CONTRACTOR** should serve complimentary breakfast for two per room per day.
7. The **CONTRACTOR** must have its own restaurant, snack bar, lounge area.
8. The **CONTRACTOR** should be well-mannered, courteous, polite, efficient and with professional skills in dealing with customers and guests.
9. The **CONTRACTOR** should ensure the cleanliness and sanitation of all rooms and restaurants.
10. The **CONTRACTOR** must have Room categories of Studio Rooms / Standard Rooms, Deluxe Rooms and Executive / Studio Suite Rooms.

HOTEL RATES:

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

AMIGO SCOTTS MANAGEMENT INC.		
Room Category	Daily Rates	Discount Offered (Daily Rates)
Standard / Studio Room	Php 3,783.00	Php 3,360.00
De Luxe Room	Php 5,914.00	Php5,564.00
Executive / Studio Suite Room	Php 4,316.00	Php 3,911.00

ROOM RESERVATION PROCEDURE:

1. The **CONTRACTOR** shall not amend the room rates without 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.
2. All reservations must be covered by a duly signed Advance Room Reservation Form and **PAGCOR**'s Letter of Authority (LOA) and must be electronically transmitted to the Hotel's reservation department.

The following details are required to be included in the Letter of Authority and duly signed by the authorized signatories of **PAGCOR-Bacolod** and Iloilo.

- a. Date, Name of guest and Companions, Check-in date/Check-out date/Time
- b. Room Type (Studio / Standard / Deluxe and Executive Rooms), Number of Rooms Required.
- c. Charges to be settled by **PAGCOR-Bacolod** and **PAGCOR-Iloilo** (i.e. Rooms and F&B)
- d. Unsettled charges left by the guest and did not pass by the Front Office to check-out
- e. The Letter of Authority (LOA) must be duly signed by authorized personnel of **PAGCOR**.

3. Only guests with prior reservations (with LOA and Advance Reservation Form) will enjoy the **PAGCOR-Bacolod** and **PAGCOR-Iloilo** special rates and will be allowed to check in on these special rates.

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Branch Manager CF-Bacolod

4. All CF-Bacolod endorsed room reservations are chargeable to CF-Bacolod and subject to the payment terms in this agreement.
5. The official check-in time is at 2:00 pm 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 6:00 pm shall be charged full rate.
7. In the event of guest's extension of stay, **PAGCOR**, CF-Bacolod will forward to the **CONTRACTOR** Front Office a Letter of Authority (LOA) for extended stay or Notice of Revision a day prior to the extension date and which will be subject to space availability. Failure to send the LOA on the prescribed date will result in the extension being 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. There must be an endorsement/approval from PAGCOR Bacolod management through an LOA or any other form that these are indeed authorized. No LOA presented; no room can be availed. Settlement shall be on a personal account upon check-in or during the availing of discount privilege.

OTHER CONDITIONS:

1. The **CONTRACTOR** should allow **PAGCOR-Bacolod** and **PAGCOR-Iloilo** to give the following privileges to Hotel Guests, to wit:
 - Posting of Marketing Events at the Hotel Lobby and Hotel Rooms.
 - Free entrance to all Hotel guests.
 - Complimentary Tickets to CF-Iloilo Hotel Guests During Celebrity Shows.
2. In the event that the facts and circumstances arise or are discovered that render this agreement disadvantageous to the government, the parties hereto agree to immediately negotiate its terms and conditions.
3. Payment shall be based on actual billing of services rendered (per procedure), VAT EXCLUSIVE, ZERO-RATED TRANSACTION.

II. BUDGET and SCHEDULE OF PAYMENT

1. The total budget for this Service Contract shall be **Eight Hundred Ninety-Five Thousand Pesos (PhP 895,000.00)** for a period of **three (3) years.**
2. Payment shall be based on actual consumption and billings which shall be subject to the appropriate withholding taxes.

Witness - CONTRACTOR

CONTRACTOR

Witness - PAGCOR

NESTOR G. LEGASPINA
 BM, CF-Bacolod

- Witness - Contractor
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- Witness - PAGCOR
- NESTOR G. LEGASPIÑA
Branch Manager CF- Bacolod
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. In the event that the total billings exceed the total budget, the excess shall be collectible in the next fiscal year.
 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.
 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. **PAGCOR** shall have three (3) days to review and return the Statement of Account in case of discrepancy.
 7. Government taxes shall be added on in the absence of a copy of the Bureau of Internal Revenue (BIR) Certificate of Tax Exemption.
 8. Payment shall be made in Cash and/or Company Cheques as form of settlement. Company Cheque payment shall be made payable to: **AMIGO SCOTTS MANAGEMENT INC.**
 9. **PAGCOR** and the **CONTRACTOR** agree that the contract price already includes 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.
 10. The prices herein agreed shall be considered as fixed prices, and therefore not subject to price adjustment and escalation during contract implementation, except under extraordinary circumstances and upon prior approval of the Government Procurement Policy Board (GPPB) pursuant to Section 61 of Republic Act (R.A.) No. 9184 and its revised Implementing Rules and Regulations (IRR) and the Revised Guidelines for Contract Price Escalation
 11. **PAGCOR** shall not be liable for any other costs except as provided for under this Contract

III. 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 (NTP). 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**.

IV. LIQUIDATED DAMAGES

1. The **CONTRACTOR** shall render the required Services within the time prescribed in this Contract.

2. Should the **CONTRACTOR** incurs delay or fails to perform or fails to satisfactorily render any or all of the Services time extension duly granted, the **CONTRACTOR** shall be liable for liquidated damages equivalent to (one-tenth (1//10) of percent
3. Such liquidated damages shall be paid by the **CONTRACTOR** or deducted from any money due or which may become due to the **CONTRACTOR** or collected from any applicable securities or warranties posted by the **CONTRACTOR**.
4. In case the total sum of liquidated damages reaches ten percent (10%) of the total contract price, **PAGCOR** may rescind or automatically terminate the Contract and impose appropriate sanctions over and above the liquidated damages to be paid

V. PERFORMANCE SECURITY

15. To guarantee the faithful performance of the **CONTRACTOR** under this Contract, it shall post a Performance Security prior to the execution of the Contract, in accordance with any of the following schedule:

Form of Performance Security	Amount of Performance Security (Percentage of the Total Contract Price)
(a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank.	Five Percent (5%) Php 44,750.00
(b) 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.	
(c) 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 to the contract awarded.	Thirty Percent (30%) Php 268,500.00

The Performance Security shall remain valid for the entire contract duration and shall be release only after the issuance by the Philippine Amusement and Gaming Corporation (PAGCOR) of the final Certificate of Acceptance (issuance of the IAR); Provided that PAGCOR has no claims filed against the contract awardee or the surety or insurance company.

VI. 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**

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Branch Manager CF-Bacolod

further binds itself to indemnify and hold **PAGCOR** free and harmless from any claim on account of the 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

VII. WARRANTIES, CLEARANCES, PERMITS, LICENSES and TAXES

1. Both Parties 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 each Party.
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**.

VIII. INDEMNIFICATION

1. Each Party agrees to defend, protect, indemnify, and hold the other Party harmless from any and all adverse claims that may be made by any party in connection with this Service Contract. The indemnification is limited to the services delivered to **PAGCOR** by the **CONTRACTOR** and does not cover third party claims not authorized by the **CONTRACTOR**.
2. The **CONTRACTOR** hereby holds **PAGCOR** its guests, corporate affiliates, directors, officers, employees and agents free and harmless from any and all actions or liabilities arising out of this Service Contract, including, without being limited to, claims for unpaid and back wages, regularization, and other terms and conditions of employment, as well as civil and criminal liabilities that the **CONTRACTOR** and/or **PAGCOR** may incur as a result of, or arising out of, the conduct and/or pursuit of Services and to indemnify the **PAGCOR** from and against the costs of defending any action, suit or proceedings, including legal fees or other expenses incurred in relation to any such claims mentioned above.

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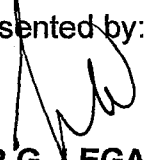
NESTOR G. LEGASPINA
Branch Manager CF-Bacolod

insurrection, sabotage, terrorism, epidemic, quarantine, restrictions, labor dispute or controversies, embargoes, acts of God, acts of government or any of its instrumentalities, or the order of any court or regulatory body of competent jurisdiction.

IN WITNESS WHEREOF, the parties have signed these presents on this _____ day of _____, 20__ at _____.


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

Represented by:

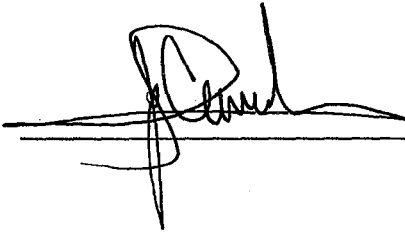

NESTOR G. LEGASPINA
TIN No. 102-007-314


AMIGO SCOTTS MANAGEMENT INC.
TIN: 010-234-008-000

Represented by:


ARLYN GRACE B. LIBANAN
Passport No. P0583491C
Valid until: June 17, 2032

Signed in the presence of:





ACKNOWLEDGEMENT

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

BEFORE ME, a Notary Public for and in City of ILOILO CITY, Philippines, this
_____ day of JUL 12 2023, 20____, personally appeared:

NAME
NESTOR G. LEGASPINA
[Signature]

ID ISSUED AT/ON
Unified Multi-Purpose ID
CRN-011-8315568-0

known to me and known to be the same person who executed the foregoing instrument consisting of Eleven (11) pages, including the page whereon the acknowledgements is written and acknowledged before me that the same is his/her free and voluntary act and deed and that of the Corporation/Sole Proprietorship he/she represents.

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

Doc No. 247 ;
Page No. 51 ;
Book No. 11 ;
Series of 2023
MCLE Compliance No. _____

DENNIS D. JUANON
NOTARY PUBLIC
UNTIL DECEMBER 31, 2023
NOTARIAL COMMISSION NO. 46
FLR. A.F. LOPEZ BLDG., IZNART ST., ILOILO CITY
IBP NO. 253697/12-27-2022/ PASIG CITY
PTR NO. 8081353/01-03-2023/ILOILO CITY
ROLL NO. 26173-MCLEE NO. VII-002393

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
_____~~ILOILO CITY~~_____) S.S.

BEFORE ME, a Notary Public for and in City of ILOILO CITY, Philippines, this
____ day of JUL 12 2023, personally appeared:

NAME

ID ISSUED AT/ON

ARLYN GRACE B. LIBANAN
ARLYN GRACE B. LIBANAN

Passport No. P0583491C
Valid until: June 17, 2032

known to me and known to be the same person who executed the foregoing instrument consisting of Eleven (11) pages, including the page whereon the acknowledgements is written and acknowledged before me that the same is his/her free and voluntary act and deed and that of the Corporation/Sole Proprietorship he/she represents.

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