

## SERVICE CONTRACT

This PURCHASE 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 Chairman and Chief Executive Officer, **ALEJANDRO H. TENGCO**, hereinafter referred to as "**PAGCOR**";

-and-

**NETWORLD HOTEL MANAGEMENT CORPORATION**, a corporation duly organized and existing under the laws of the Republic of the Philippines, with office address at **Jipang Bldg. Roxas Blvd. Corner Perla St. Brgy. 008, Pasay City, Metro Manila**, represented in this act by its Operations Manager, **ROCKEFELLER B. LALLAVE**, duly authorized for this purpose by a Secretary's Certificate dated December 14, 2021, hereto attached as Annex "A", hereinafter referred to as the "**CONTRACTOR**".

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

### ANTECEDENTS:

**WHEREAS, PAGCOR** has a requirement for the **SUPPLY AND DELIVERY OF F & B REQUIREMENTS FOR ONE (1) YEAR FOR CASINO GUESTS/PLAYERS AND PAGCOR OFFICERS FOR NETWORLD TABLE GAMES SATELLITE** under ITB No. **CB22-00-007COR** (Project), which was approved by the previous **PAGCOR** Board of Directors and included in the 2021 Annual Procurement Plan (APP);

**WHEREAS, PAGCOR** conducted a competitive bidding in accordance with the Republic Act 9184 (Government Procurement Reform Act) and its 2016 Revised Implementing Rules and Regulations on December 1, 2021 (Date of Procurement) for the procurement of the Project;

**WHEREAS, the CONTRACTOR** has submitted the Single Calculated Responsive Bid (SCRB) for the Project;

**WHEREAS, PAGCOR** has accepted the bid of the **CONTRACTOR**.

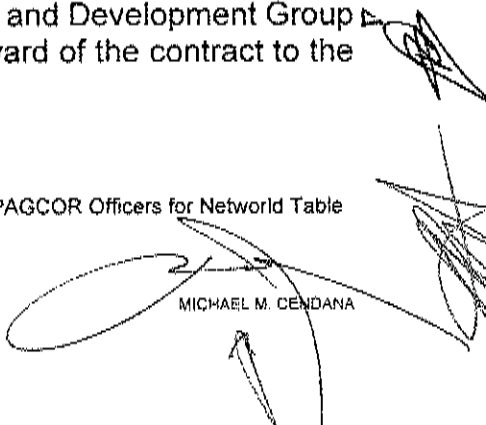
**WHEREAS, the Vice President of the Human Resources and Development Group (HRDG)**, duly delegated on February 2, 2022, approved the award of the contract to the **CONTRACTOR**.

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**WHEREAS**, the contract for the Project was finalized during the incumbency of the new **PAGCOR** Board of Directors, hence, the same shall be signed by the new Chairman and Chief Executive Officer.

**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:

**ARTICLE I**  
**SCOPE OF WORK**

The **CONTRACTOR** undertakes to provide the services, in accordance with the following technical specifications:

<b>Location:</b> SOG 2 Networld Hotel Mini Casino Jipang Building, Roxas Blvd. corner Perla St. Pasay City
<b>SCOPE OF SERVICES:</b>
The <b>CONTRACTOR</b> 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 <b>PAGCOR</b> in SOG 2 Networld Satellite's patron, guests, and officers, in accordance with the following technical specifications:
1) The Establishment of the <b>CONTRACTOR</b> should be located within the Networld Hotel, Located at Jipang Bldg. Roxas Blvd. cor. Sen. Gil Puyat Avenue Pasay City but outside <b>PAGCOR</b> leased area for the operation of its SOG 2 Networld Satellite Table Games. No rental shall be charge by <b>PAGCOR</b> .
2) The <b>CONTRACTOR</b> is the Exclusive Provider/Supplier of food and beverage requirements within the above-stated location.
3) The <b>CONTRACTOR</b> should have proven track record in the restaurant industry for at least three (3) years.
4) The <b>CONTRACTOR</b> should be able to serve various local and international cuisine to include but not limited to, Filipino, American, Chinese, Japanese, Korean and Italian to cater to different types of nationalities & Food Preferences of the Customers, guest and patron of the casino including options for healthy meals/beverages.
5) The <b>CONTRACTOR</b> shall provide the Services twenty-four (24) hours a day, seven (7) days a week or in accordance with the gaming operations of Networld Table Games Satellite operations.
6) The <b>CONTRACTOR</b> should provide sufficient manpower to meet the operation schedule that is required by <b>PAGCOR</b> .
7) The <b>CONTRACTOR's</b> 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 <b>CONTRACTOR</b> .
8) The <b>CONTRACTOR</b> shall ensure that its personnel are always well mannered, courteous, polite, efficient and shall conduct themselves, always, in a professional manner towards <b>PAGCOR</b> , its directors, officers, agents, customers and guests

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<p>9) The <b>CONTRACTOR</b> shall ensure that its personnel exercise good personal hygiene, particularly, but not limited to:</p> <ul style="list-style-type: none"> <li>a. Regular and proper hand washing.</li> <li>b. Clean and well-trimmed fingernails without nail polish.</li> <li>c. Hair should be neat and tidy. And personnel shall wear a head dress/hairnet.</li> <li>d. Personnel with wounds/sore shall not be allowed to work.</li> <li>e. Open wounds should be properly dressed.</li> </ul>
<p>10) The personnel of the <b>CONTRACTOR</b> shall observe the practice of "clean as you go" policy.</p>
<p>11) The <b>CONTRACTOR</b> shall secure from the responsible government agency a health/sanitary permit/clearance.</p>
<p>12) The <b>CONTRACTOR's</b> personnel shall be fully vaccinated with covid-19 vaccines. The <b>CONTRACTOR</b> shall not field any of its personnel without said vaccines.</p>
<p>13) The <b>CONTRACTOR</b> shall promptly serve/comply with all food orders.</p>
<p>14) The <b>CONTRACTOR</b> 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:</p> <ul style="list-style-type: none"> <li>a. Various Kitchen utensils (Spoons, forks, knives and chopping boards);</li> <li>b. Plates, glasses, cups and saucers;</li> <li>c. Various cook wares;</li> <li>d. Various tablecloths and napkins;</li> <li>e. Stoves, ovens, microwave ovens, grills; and</li> <li>f. Spices and clean containers for the different food ingredients.</li> </ul>
<p><b>HANDLING OF FOOD AND KITCHEN UTENSILS AND EQUIPMENT</b></p>
<p>1) Proper handwashing should be observed at all times.</p>
<p>2) Chopping boards must not be used interchangeably for raw and cooked foods. Wooden chopping boards should not be used.</p>
<p>3) Salads that are prepared in advance must be properly stored &amp; transported in cold temperature.</p>
<p>4) Heating of food must be available upon the request.</p>
<p>5) All kitchen utensils must always be sanitized. Kept clean and dried properly.</p>
<p>6) All plates, cups, glasses and saucers should always be properly cleaned and dried.</p>
<p>7) Usage of gloves by kitchen personnel must be always observed (gloves for dry/raw food must not be used to serve wet/cooked food).</p>

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**SPECIAL FOOD REQUIREMENTS (MENU CYCLE)**

- 1) The meals and/or beverages being offered by the **CONTRACTOR** to the customers, guests, **PAGCOR** Officers and contained in the menu should be mutually agreed upon by **PAGCOR** and the **CONTRACTOR**.
- 2) The menu should be consisting of varied selections from vegetable, fruits, pork, beef, chicken, fish and seafood.
- 3) The menu should include various desserts like pastries, fresh fruits, fruits salads, buko pandan and sweets like leche flan.
- 4) The menu should include various hot and cold beverages whether in glass, bottle or in cans such as sodas, juice drinks, soft drinks, wines, alcoholic beverages, beer and mineral water.
- 5) The menu should offer meals prepared in different flavors and using different methods of cooking e.g., broiled, steamed baked, grilled, sautéed and fried.
- 6) Color combinations & food presentation must be observed.

**SCHEDULE AND ACTUAL FOOD DELIVERY**

- 1) Commencement period is within fifteen (15) calendar days upon receipt of Notice to Proceed.
- 2) Hot food should be served hot at 140F; cold food should be served cold least 40F.
- 3) Avoid or prevent food contamination and food poisoning by identifying and managing food safety related risks and strict observance to Hazard Analysis and Critical Points (HACCP).
- 4) Food arrangement should be attractive & garnished.
- 5) Texture and consistency should be observed accordingly.

**MENU AND PRICES:**

- 1) Financial Bids are VAT exclusive and Zero -Rated and shall already include all applicable fees and charges.
- 2) The financial bid per serving shall not exceed the maximum cost per serving.
- 3) The Total Amount supplied will be the basis of determining the Lowest Calculated Bid (LCB).
- 4) Payment shall be based on actual billing and consumption and shall not exceed the total contract price.

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**GENERAL REQUIREMENTS:**

- 1) The unit cost per meal shall be based on the unit cost reflected in the menu/price as mutually agreed upon by both parties. **CONTRACTOR** should attach the latest menu/price list as part of the submittal.
- 2) In the event that the **CONTRACTOR** 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.
- 3) The Contract and all the rights and interest herein, may not be assigned or sub-contracted to another without the consent of the other party.
- 4) 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 renegotiate its terms and conditions or at the option of **PAGCOR**, terminate the same.
- 5) The 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.
- 6) 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.
- 7) **PAGCOR** may require the replacement of any **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**.
- 8) The **CONTRACTOR** is duly licensed by an authorized government entity to provide the supply of goods and services.

**OTHER QUALIFICATIONS:**

1. The **CONTRACTOR** shall be responsible for the following:
  - a. Improvement on the dining area and space occupied by the Service Provider. All costs shall be for the account of the Service Provider 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 Service Provider.
  - c. Payment of Utility Charges. All electricity and water bills and other charges necessary and incidental to the operation of the Service Provider shall be for its account.

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2. The **CONTRACTOR** must obtain/secure an occupancy agreement or contract with the building owner where the casinos are housed for the space it will occupy to do its business/operations.
3. The **CONTRACTOR** may use disposable plates, spoons forks, cups and glasses in compliance with health and safety protocols.
4. The **CONTRACTOR** should provide Casino customers with purified drinking water.
5. The **CONTRACTOR** shall comply with the prevailing Health and safety protocols being implemented by Networld Hotel Management/SOG 2 during the contract implementation.

**ARTICLE II**  
**CONTRACT AMOUNT**

The total contract price shall be in the amount of **Two Million Eight Hundred Eighty Thousand Pesos (PhP2,880,000.00), VAT Exclusive, Zero-Rated Transaction (the "Contract Price")**. Payment shall be based on actual consumption and billing and shall be subject to appropriate withholding taxes.

The term of the contract shall be one (1) year or upon exhaustion of the total budget/contract price whichever comes first. **PAGCOR** shall not be under any obligation to pay the **CONTRACTOR** the entire amount of the budget/contract price. Moreover the aggregate billings under this contract shall not exceed the total Contract Price.

Menu and Prices			
	Per Order (Good for 1 person)	Weight in Grams	Cost per Serving
<b>ALL DAY BREAKFAST</b>			
1	Daing na Bangus	543	<b>PhP250.00</b>
	Premium Rice	180	
	Fresh Egg	50	
	Bangus	250	
	Vegetables	23	
	Bangus Sauce	40	
2	Beef Tapa, Egg and Rice	362	<b>PhP290.00</b>
	Premium rice	180	
	Vegetables	21	
	Egg	50	
	Beef Tapa	80	
	Suka	30	

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3	Chicken Tocino with Garlic Rice and Egg	370	
	Chicken Tocino	80	PhP260.00
	Egg	50	
	Vegetables	30	
	Garlic Rice	180	
	Atchara	30	
4	Longanisa with Garlic Rice and Egg	400	
	Longanisa	140	PhP260.00
	Egg	50	
	Garlic Rice	180	
	Vegetables	30	
5	Beef Tapa, Egg and Garlic Rice	361	
	Garlic Rice	180	PhP290.00
	Beef Tapa	80	
	Egg	50	
	Vegetables	21	
	Suka	30	
<b>SANDWICHES</b>			
1	Tuna Hot Sandwich	246	
	Bread	70	PhP180.00
	Tuna Filling	50	
	Coleslaw	30	
	French Fries	80	
	Salt	1	
	Cheese	15	
2	Tuna and Egg Sandwich	257	
	Bread	70	PhP160.00
	Tuna Filling	117	
	Vegetables	10	
	French Fries	60	
3	Chef Burger Special	265	
	Burger Bun	70	PhP240.00
	Vegetables	30	
	Patty	100	
	Gravy Sauce	50	
	Cheese	15	
	<b>Per Order (Good for 1 person)</b>	<b>Weight in Grams</b>	<b>Cost per Serving</b>
<b>ALL DAY DINING</b>			
1	Pork Siomai	85	
	Siomai Meat	30	PhP90.00
	Siomai Wrapper	20	
	Seasoning	20	
	Chili Sauce	5	
	Calamansi	10	

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2	Sharksfin	75	PhP90.00
	Sharksfin Meat	30	
	Siomai Wrapper	20	
	Seasoning	20	
	Chili House	5	
3	Sharksfin with Rice	255	PhP120.00
	Sharksfin Meat	30	
	Siomai Wrapper	20	
	Seasoning	20	
	Chili House	5	
	Premium Rice	180	
4	Tortang Talong	482	PhP230.00
	Eggplant	120	
	Ground Pork	30	
	Vegetables	85	
	Seasoning	27	
	Ketchup	40	
	Premium Rice	180	
5	Quarter Fried Chicken with Rice	402	PhP240.00
	Fried Chicken	250	
	Premium Rice	110	
	Seasoning	42	
6	Pancit Canton	266.50	PhP260.00
	Canton Noodles	50	
	Shrimp	15	
	Porkloin	10	
	Squid Ball	20	
	Vegetables	75	
	Seasoning	76.50	
	Calamansi	20	
7	Pancit Bihon	336.50	PhP260.00
	Bihon Noodles	120	
	Shrimp	15	
	Porkloin	10	
	Squid Ball	20	
	Vegetables	75	
	Seasoning	76.50	
	Calamansi	20	
8	Vongole Pasta	237	PhP350.00
	Linguine	140	
	Olive Oil	30	
	Garlic	10	
	Nylon Shells	50	
	Chili Flakes	3	
	Salt	3	
	Black Pepper	1	

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9	Spaghetti Bolognese	361	PhP350.00
	Spaghetti Noodles	140	
	Bolognese Assembly	150	
	Parmesan Cheese	10	
	Parsley	1	
	Oil	20	
	French Baguette	40	
	<b>Per Order (Good for 1 person)</b>	<b>Weight in Grams</b>	<b>Cost per Serving</b>
<b>JAPANESE CUISINE</b>			
1	Tonkotsu Ramen	503.1	PhP320.00
	Soup	347	
	Ramen Noodles	70	
	Ajitsuke Tamago	10	
	Yakibuta	30	
	Naruto	10	
	Togue	25	
	Onion Leeks	5	
	Nori	0.5	
	Benishoga	5	
	Sesame Seeds	0.6	
2	Shoyu Ramen	498	PhP300.00
	Soup	347	
	Ramen Noodles	70	
	Ajitsuke Tamago	10	
	Yakibuta	30	
	Naruto	10	
	Togue	25	
	Onion Leeks	5	
	Nori	0.5	
	Sesame Seeds	0.5	
3	Ebi Fry Bento	697	
	Ebi Fry	20	
	Vegetables	48	
	Sauces	22	
	Tamagoyaki	20	
	Atsuagoyaki	65	
	Sunomono	67	
	Chicken Karaage	61	
	Potato Salad Assembly	25	
	Oshinko	14	
	Fruits	35	
	Miso Soup	120	
	Japanese Rice	200	

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4	Tempura Bento	781	PhP750.00
	Nobashi Ebi	21	
	Vegetables	79	
	Grated Radish	14	
	Tempura Sauce	60	
	Tamagoyaki	20	
	Atsuagoyaki	65	
	Sunomono	67	
	Chicken Karaage	61	
	Potato Salad Assembly	25	
	Oshinko	14	
	Fruits	35	
	Miso Soup	120	
	Japanese Rice	200	
5	Shake Bento	787	PhP750.00
	Salmon	122	
	Vegetables	48	
	Sauces	10	
	Tamagoyaki	20	
	Atsuagoyaki	65	
	Sunomono	67	
	Chicken Karaage	61	
	Potato Salad Assembly	25	
	Oshinko	14	
	Fruits	35	
	Miso Soup	120	
	Japanese Rice	200	
6	Yakiniku Bento	802	PhP750.00
	Yakiniku	100	
	Vegetables	95	
	Tamagoyaki	20	
	Atsuagoyaki	65	
	Sunomono	67	
	Chicken Karaage	61	
	Potato Salad Assembly	25	
	Oshinko	14	
	Fruits	35	
	Miso Soup	120	
	Japanese Rice	200	

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7	Tonkatsu Bento	792	PhP750.00
	Tonkatsu Slice Vegetables	120	
	Sauces	48	
	Tamagoyaki	20	
	Atsuagoyaki	65	
	Sunomono	67	
	Chicken Karaage	61	
	Potato Salad Assembly	25	
	Oshinko	14	
	Fruits	35	
	Miso Soup	120	
	Japanese Rice	200	
8	Unagi Nagayaki	860	
	Unagi	220	
	Sauces	33	
	Tamagoyaki	20	
	Atsuagoyaki	65	
	Sunomono	67	
	Chicken Karaage	61	
	Potato Salad Assembly	25	
	Oshinko	14	
	Fruits	35	
	Miso Soup	120	
	Japanese Rice	200	
	<b>Per Order (Good for 1 person)</b>	<b>Weight in Grams</b>	<b>Cost per Serving</b>
<b>BEVERAGES</b>			
1	Green Mango Shake	305	PhP170.00
	Green Mango Shake	145	
	Simple Syrup	30	
	Cherry	5	
	Ice	125	
2	Yellow Mango Shake	305	PhP170.00
	Yellow Mango Shake	145	
	Simple Syrup	30	
	Cherry	5	
	Ice	125	
3	Watermelon Shake	280	PhP170.00
	Watermelon	200	
	Simple Syrup	30	
	Ice	50	
4	Pineapple Shake	280	PhP170.00
	pineapple	200	
	Simple Syrup	30	
	Ice	50	
5	Sweet Melon Shake	260	PhP170.00
	Sweet Melon	200	
	Fresh Milk	30	
	Simple Syrup	30	

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6	Carrot Shake	310	PhP170.00
	Carrot	200	
	Fresh Milk	30	
	Simple Syrup	30	
	Ice	50	
7	Fresh Calamansi Juice	180	PhP170.00
	Calamansi	60	
	Mineral Water	90	
	Simple Syrup	30	
8	Apple shake	320	PhP170.00
	Apple	240	
	Simple Syrup	30	
	Ice	50	
9	Banana Shake	290	PhP170.00
	Banana	180	
	Simple Syrup	30	
	Fresh Milk	30	
	Ice	50	
10	Fresh Orange Shake	345	PhP170.00
	Orange	235	
	Simple Syrup	30	
	Fresh Milk	30	
	Ice	50	
11	Fresh Lemon Juice	235	PhP170.00
	Yellow Lemon	125	
	Simple Syrup	30	
	Fresh Milk	30	
	Ice	50	

The **CONTRACTOR** shall submit a VAT Exclusive and Zero-Rated billing statement to Midas Hotel and Casino Satellite Executive Office, 2702 Roxas Boulevard, Pasay City on or before the 10th day of the month together with the corresponding coupons and invoices/food orders/food slips/order slips duly signed by the qualified guests and authorized officers of SOG 2 of **PAGCOR** and countersigned by a duly authorized **PAGCOR** Representative. If applicable However, F & B items/billings found unsatisfactory and/or not conformed to by **PAGCOR** shall not be paid. **PAGCOR** shall pay the billing statement within thirty (30) calendar days from receipt of its billing statement provided that any additional, necessary and/or required supporting documents are submitted by the **CONTRACTOR** and are verified by **PAGCOR**.

**PAGCOR** shall not be liable for any other costs except as provided for under this contract.

Both parties agree that the total price stated herein includes all applicable taxes, fees and charges required by the Government.

The prices herein agreed upon shall not be subject to any increase or upward adjustment for any reason or cause whatsoever for the duration of the Contract.

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**ARTICLE III**  
**CONTRACT TERM**

This Contract shall be effective within fifteen (15) calendar days from the date of receipt of the Notice to Proceed for a period of one (1) year or upon exhaustion of the contract price, whichever comes first upon receipt by the **CONTRACTOR** of the Notice to Proceed. If during contract implementation, the contract amount stipulated herein would have been consumed, no further delivery service shall be done. **PAGCOR** shall not be liable and cannot be made to pay any amount in excess of the contract amount or charges incurred after the lapse of the contract period.

During this period, **PAGCOR** may terminate this Contract with or without cause, without incurring any liability whatsoever, and without need of judicial intervention, upon thirty (30) days written notice to the **CONTRACTOR**.

**ARTICLE IV**  
**WARRANTIES AND RESPONSIBILITIES**

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

1. 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.
2. It has secured all the necessary government licenses and permits to allow it to supply the service 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 supplying the said services.
3. It has good title and/or full authority to supply the Services in this Contract, and that the Services is supplied free and clear of all liens, encumbrances, liabilities and adverse claims, of every nature and description.
4. 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.

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**ARTICLE V**  
**PERFORMANCE SECURITY**

To guarantee the faithful performance of the **CONTRACTOR** of its obligations, it shall post a Performance Security prior to the signing of the contract, in accordance with any of the following schedule:

Form of Security	Amount in Percentage of Total Contract Price
Cash or Cashier's/Manager's check issued by a Universal or Commercial Bank;	Five Percent (5%)  One Hundred Forty-Four Thousand Pesos (PhP144,000.00)
Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: <i>Provided, however,</i> 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 <b>PAGCOR</b> ) callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorize to issue such security specific for the project.	Thirty Percent (30%)  Eight Hundred Sixty-Four Thousand Pesos (PhP864,000.00)

The Performance Security shall guarantee the full and complete performance of the Services agreed upon and delivery of the items enumerated in Article I.

The Performance Security shall remain valid until issuance of the final Certificate of Acceptance, and shall be released subject to the following conditions:

1. **PAGCOR** has no claims filed against the **CONTRACTOR** or the surety company;
2. **PAGCOR** has no claims for labor and materials filed against the **CONTRACTOR**;
3. Compliance with the other Terms and Provisions of the Service Contract.

**ARTICLE VI**  
**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 action or suit between the parties to the exclusion of all other courts and venues. This exclusive venue provision shall also apply even in cases arising for declaration of nullity of this Contract in its entirety or in part and in cases arising after

**SERVICE CONTRACT –**

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or by reason of the declaration of 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 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 VII DAMAGES FOR DELAY**

The **CONTRACTOR** shall complete and/or deliver the Services within the time prescribed in this Contract.

Should the **CONTRACTOR** incur delay in the performance of the Services, inclusive of duly granted time extensions if any, the **CONTRACTOR** shall be liable for damages for the delay and shall pay liquidated damages amounting to one-tenth of one percent (1/10 of 1%) of the cost of the delayed Services for each day of delay, including Sundays and Holidays, until such Services are 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 or terminate the contract and impose appropriate sanctions over and above the liquidated damages to be paid by the **CONTRACTOR**, without prejudice to other courses of action and remedies open to it.

#### **ARTICLE VIII 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 party shall be released from its obligations hereunder, 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 Article VI hereof, prior to judicial action.

In the event settlement cannot be made, the parties shall abide by the provisions of law with respect to default.

#### **ARTICLE IX INDEMNIFICATION**

The **CONTRACTOR** hereby holds **PAGCOR**, its guests, corporate affiliates, and any of its director, officer, employee or agent 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

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and to indemnify **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.

The **CONTRACTOR** and its personnel shall be jointly and severally liable and shall indemnify and hold **PAGCOR** free and harmless for any death, injury or damage to **PAGCOR** and to third person, 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 obligation under this Service Contract.

The **CONTRACTOR** shall be liable in case of theft, robbery or any loss to **PAGCOR** as a result of the Services provided by the **CONTRACTOR**. The **CONTRACTOR** hereby agrees to replace, repair or restitute any loss involving its Services.

### **ARTICLE X** **CONFIDENTIALITY**

All information disclosed to the **CONTRACTOR**, its directors, officers, employees, or any other person acting on the **CONTRACTOR's** behalf, arising out of or as a result of this Service Contract shall be confidential in nature and shall remain **PAGCOR** property and shall be used only for the purposes specifically related to this Service Contract. The **CONTRACTOR** will not, at any time, disclose such confidential information to any third party without **PAGCOR's** prior written consent.

In the event that the **CONTRACTOR**, its directors, officers, employees, security guards, agents, or any other person acting on the **CONTRACTOR's** behalf, is required by law to disclose any information known to the **CONTRACTOR** as a result of this Service Contract, the **CONTRACTOR** will provide **PAGCOR** with prompt prior written notice of such requirement so that **PAGCOR** may seek an appropriate protective order/measure. In the event that **PAGCOR** fails to secure the appropriate order/measure, the **CONTRACTOR** shall disclose only that portion of the Confidential Information it is legally compelled to disclose.

The **CONTRACTOR** acknowledges and agrees that money damages would not be a sufficient remedy for any breach of this Confidentiality Clause by the **CONTRACTOR**, its directors, officers, employees, agents, or any other person acting on the **CONTRACTOR's** behalf, and that **PAGCOR** shall be entitled to specific performance, including injunctive relief, as a remedy for any breach. Such remedy shall not be deemed to be the exclusive remedy for breach of this Confidentiality Clause but shall be in addition to all other remedies available at law or equity. The **CONTRACTOR** agrees to reimburse **PAGCOR** for all costs and expenses (including without limitations attorney's fees) incurred by **PAGCOR** in connection with the enforcement of this Confidentiality Clause.

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**ARTICLE XI**  
**TAXES AND LICENSES**

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

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

**ARTICLE XII**  
**NO EMPLOYER-EMPLOYEE RELATIONSHIP**

There shall be no employer-employee relationship between **PAGCOR** and the employees of the **CONTRACTOR**. The **CONTRACTOR** shall have entire charge, control, and supervision of its employees. It shall be responsible for all acts and omissions of its employees and of all persons allowed by it to have access to **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 **PAGCOR**'s premises. Any damage, 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 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 XIII**  
**MISCELLANEOUS**

1. In the event that facts and circumstances arise or are discovered which render this Contract disadvantageous to the Government, the parties agree to immediately renegotiate its terms and conditions, or at the option of **PAGCOR**, terminate the same.
2. No terms or conditions of this Contract shall be waived and no breach or default excused unless such waiver or excuse shall be in writing and signed by the party affected.
3. This Contract, and the interests herein, may not be assigned or subcontracted to another without prior consent of the other party.
4. Any and all notices to be given pursuant to, or under this Contract, shall be sent to the party to whom the notice is addressed at the address of the party indicated in this Contract.
5. If any provision hereof is prohibited or made unenforceable under any applicable law or by a competent court or authority, the same shall not affect any other provision of this Contract, which are otherwise valid and enforceable.

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

**IN WITNESS WHEREOF**, the parties hereto have signed these presents on this \_\_\_\_\_ day of \_\_\_\_\_, 2022 at the City of Manila, Philippines.

**PHILIPPINE AMUSEMENT AND GAMING CORPORATION**

TIN: 033-000-887-972

Represented by:

  
**ALEJANDRO H. TENGCO**  
 Chairperson

TIN: 114-275-668-000

**NETWORLD HOTEL MANAGEMENT CORPORATION**

TIN: 207-615-830-00000

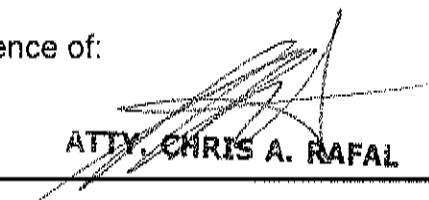
Represented by:

  
**ROCKEFELLER B. LALLAVE**  
 Operations Manager

TIN: 188-361-986

Signed in the presence of:

  
**CARLOS ROBERTO D. NEYRA, IV**  
 SENIOR PROCUREMENT OFFICER

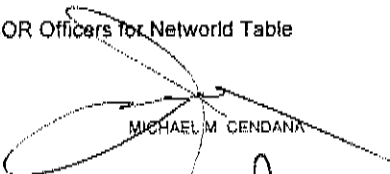
  
**ATTY. CHRIS A. RAFAL**

Manila, Philippines  
 December 27, 2022 / 3:59

**SERVICE CONTRACT –**

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 MICHAEL M. GENDANA

  
 MICHAEL M. GENDANA

ACKNOWLEDGEMENT

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


BEFORE ME, a Notary Public for and in City of PASAY CITY, Philippines, this  
day of 07 NOV 2022, 2022, personally appeared:

<u>NAME</u>	<u>Government ID No.</u>
<b>ROCKEFELLER B. LALLAVE</b>	<u>188-361-386</u>
	<i>Passport No. PA1485818</i> <i>Date of Issue: 06 Dec 2019 / Valid until: 05 Dec 2029</i>

Known to me to be the same person who executed the foregoing Service Contract consisting of twenty (20) pages, including the page where the acknowledgment is written and acknowledged before me that the same is his free and voluntary act and deed of the entity he represents, their being duly authorized for such purpose.

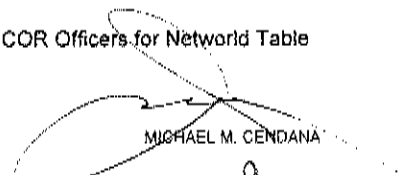
WITNESS MY HAND AND NOTARIAL SEAL, at the place and on the date first above written.

Doc No. 113 ;  
Page No. 24 ;  
Book No. 59 ;  
Series of 2022.

  
 ATTY. ELENA MELITA L. CHICA-LLEDO  
 NOTARY PUBLIC  
 UNIT 719 TOWER E SEA RESIDENCES MOA,  
 PASAY CITY  
 MY COMMISSION EXPIRES ON DEC. 31, 2020  
 BM 3795 3<sup>RD</sup> EXTENSION UNTIL DEC. 31, 2022  
 PTR NO. 7896496 1-1-22 ROLL NO. 36180  
 IBP LIFE TIME NO. 06732; C.A.A. SUR CHAPTER  
 MCLE COMPLIANCE NO. VI-CU24746 MAY 07, 2019

SERVICE CONTRACT -

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 MICHAEL M. CENDANA

**ACKNOWLEDGEMENT**

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

BEFORE ME, a Notary Public for and in the City of CITY OF MANILA on this \_\_\_\_\_ day of 7 DEC 2022, 2022, personally appeared:

**NAME**

**ALEJANDRO H. TENGCO**

**GOVERNMENT ID NO.**

Land Transportation Office –  
Driver's License No. C07-80-010075  
Valid Until: September 10, 2023

known to me and known to be the same person who executed the foregoing Service Contract consisting of twenty (20) 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 free and voluntary act and deed of the entity he represents, he being duly authorized for this purpose.

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

Doc. No.: 370  
Page No.: 75  
Book No.: 74  
Series of 2022

**ATTY. EMMANUEL V. WALADO, JR.**  
NOTARY PUBLIC  
FOR AND IN THE CITY OF MANILA  
6<sup>TH</sup> FLR, PAGCOR OFFICE, NEW COAST HOTEL & CASINO  
M.H. DEL PILAR ST., COR. PEDRO GIL, MALATE MANILA  
Comm. No. 2022-049 / Valid Until: 12/31/23  
ROLL No. 71209 / IBP No. 181851, DC22 Manila IV Chapter  
MCLC Certificate No. 20-0001201/Date: 11/23  
PTR No. 0087008 (issued Jan. 2022 / until 12/31/2022)

**SERVICE CONTRACT –**

Supply and Delivery of F & B Requirements for One (1) Year for Casino Guests/Players and PAGCOR Officers for Network Table Games Satellite under ITB No. CB22-00-007COR

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

**SECRETARY'S CERTIFICATE**

I, NOVELITA D. BAYOCA, of legal age, Filipino, and with business and postal address at Jipang Building Roxas Blvd., corner Sen. Gil Puyat Ave., Pasay City, Metro Manila, Philippines, after having been sworn according to law, do hereby depose and state that:

1. I am the duly elected and incumbent Corporate Secretary of NETWORLD HOTEL MANAGEMENT CORPORATION (the "Corporation"), a corporation duly organized and existing under and by the virtue of the laws of the Philippines, with principal office address at Jipang Bldg., Roxas Blvd. cor. Sen. Gil Puyat Ave., Pasay City, Metro Manila, Philippines.

2. At the special meeting of the Board of Directors (the "Board") of said Corporation, duly and regularly called and held on 13 December 2021, a quorum being present and acted throughout, the following resolution was unanimously adopted and recorded in the minute books of said Corporation, kept by me, and are in accord with and pursuant to the latest Articles of Incorporation and By-Laws of said Corporation, and are now in full force and effect, *to wit*:

**RESOLUTION NO. 2021-12-020**

**"WHEREFORE, the Board RESOLVES to approve the participation of NETWORLD HOTEL MANAGEMENT CORPORATION, the owner and operator of Networld Hotel Spa and Casino, in the bidding for the Project, 'Supply and Delivery of F & B for One (1) Year for Networld Table Games Satellite of SOG2' under Invitation To Bid No. CB22-00-0077COR of the Philippine Amusement and Gaming Corporation (PAGCOR).**

**"RESOLVED FURTHER, that the Board designates Mr. ROCKEFELLER B. LALLAVE, the Corporation's Operations Manager, to be the authorized representative/signatory in behalf of the Corporation in relation to the bidding and the participation of the Corporation in the Project.**

**"RESOLVED FINALLY, that Mr. ROCKEFELLER B. LALLAVE, or such person as may be authorized by him, is granted full powers and authority to sign, execute and deliver documents, such as, but not limited to, Omnibus Sworn Statement, Contracts, and to do and perform any and all acts necessary to implement the authority."**

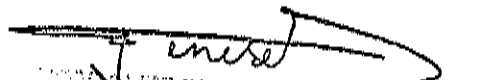
3. This certification is being issued to attest to the truth of the foregoing statements and for whatever purpose it may serve.

IN WITNESS WHEREOF, I have hereunto set my hands and affix the seal of this Corporation, this DEC 14 2021 at \_\_\_\_\_, Philippines.

  
NOVELITA D. BAYOCA  
Corporate Secretary

SUBSCRIBED AND SWORN TO BEFORE ME, this DEC 14 2021 at \_\_\_\_\_, Philippines, with Affiant, Novelita D. Bayoca, exhibiting her SSS Identification Card No. 33-1573167-6 as competent proof of identity.

NOTARY PUBLIC

  
NOTARY PUBLIC  
RICHARD E. OMBRESA  
Notary Public - City of Manila / ADEL NO. 4906  
Commission No. 131878 issued on Dec. 31, 2021 (until Dec. 31, 2024)  
Title No. 131878 issued on Dec. 14, 2020 (until Dec. 31, 2021)  
Title No. 131878 issued on Dec. 14, 2020 (until Dec. 31, 2021)  
Office Address: Manila-Sun Life Bldg., 1068 Orma St., Ermita, Manila

Doc No. 346  
Page No. 70  
Book No. 60  
Series of 2021.

