

# CONSULTANCY CONTRACT

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This CONSULTANCY CONTRACT is made 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, 1588 M.H. Del Pilar corner Pedro Gil Streets., Malate, Manila, represented in this act by its Chairman and Chief Executive Officer, **ALEJANDRO H. TENGGCO**, hereinafter referred to as "**PAGCOR**";

- and -

**MARIE ANTONETTE S. VARGAS**, Filipino, of legal age, and a resident of CityLand North Residences, Edsa Corner Lanutan Sts., Brgy. Veterans Village, Quezon City, hereinafter referred to as "**CONSULTANT**"

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

## RECITALS:

**WHEREAS, PAGCOR** has a requirement for the Procurement of the Service of Medical Consultant – MD8 (Corporate) for the First Semester under ITB No. HT23-01-005COR, for technical and professional expertise that are beyond the capability of **PAGCOR** to undertake;

**WHEREAS, PAGCOR**, as approved by its Board of Directors, has resorted to Negotiated Procurement for the hiring of a Highly Technical Consultant who will be hired to do work that is: (i) highly technical or proprietary; and/or (ii) primarily confidential or policy determining, where trust and confidence are the primary consideration for the hiring of consultant, pursuant to Section 53.7 of the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 (Government Procurement Reform Act);

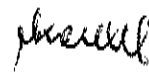
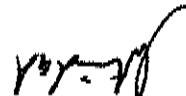
**WHEREAS, the CONSULTANT** has the technical and professional expertise required by **PAGCOR**;

**WHEREAS, the CONSULTANT** has offered her services and expertise to **PAGCOR**;

**WHEREAS, PAGCOR** has accepted the offer of the **CONSULTANT** after finding the same to be in order, valid and responsive.

**NOW, THEREFORE**, for and in consideration of the foregoing following terms and conditions":

1. This Consultancy Contract shall be for a period of six (6) months commencing on the date of receipt of the Notice to Proceed, renewable at the option of **PAGCOR**, in accordance with law.



There shall be no employer-employee relationship between **PAGCOR** and the **CONSULTANT**. Nothing in this Consultancy Contract shall be construed to create a partnership, joint venture or agency relationship between the parties.

**PAGCOR** may unilaterally and immediately terminate this Consultancy Contract at any time and for any cause by serving a written notice of termination to the **CONSULTANT**.

2. The **CONSULTANT** shall receive a monthly consultancy fee of **Thirty Thousand Pesos (Php30,000.00)**, or **One Hundred Eighty Thousand Pesos (Php180,000.00)** for a period of six (6) months, VAT Exclusive, Zero-Rated Transaction, less mandated withholding tax.

3. The **CONSULTANT** shall report directly to the **Health Services & Wellness Department (HSWD)** for his duties, responsibilities, work assignments, and such other duties, responsibilities and work assignments that **PAGCOR** may require from the **CONSULTANT**, which shall include, but not limited to:

	Job Description
a)	<p>The <b>CONSULTANT</b> shall handle the following duties and responsibilities pertaining the psychological needs of the employees of <b>PAGCOR</b> and their Qualified dependents:</p> <ol style="list-style-type: none"><li>1. Diagnoses or evaluates mental &amp; emotional disorders of employees/dependents and administers programs of treatment;</li><li>2. Provides crisis intervention in situations requiring immediate psychological treatment;</li><li>3. Assess patient's progress and modifies treatment programs accordingly, communicates and counsels family members as appropriate;</li><li>4. Documents therapy in accordance with policies and procedures regarding medical record, implements and adheres to policies which ensures patient confidentiality;</li><li>5. Provides psychological consultations to clinic personnel with regards to clients and/or patient's care; and</li><li>6. May develop and implement clinical research programs; and</li><li>7. Does other functions as maybe assigned from time to time.</li></ol>
b)	<p>The <b>CONSULTANT</b> will carry out functions related to the implementation of the <b>PAGCOR</b> Healthcare Plan; and</p>
c)	<p>The <b>CONSULTANT</b> shall submit the requirements of <b>HRDD</b> accomplishment report prior to deadline.</p>
	<p style="text-align: center;"><b>Payment Schedule</b></p> <p>First (1<sup>st</sup>) week of the following month upon receipt of monthly accomplishment report.</p>

4. **PAGCOR** may, by written notice of suspension. The **CONSULTANT** shall be liable for damages if he fails to deliver any or all the required services or to perform or satisfactorily complete any of his duties, responsibilities work assignments within the specified period, as determined by **PAGCOR**.

As such, the **CONSULTANT** shall pay **PAGCOR** or **PAGCOR** shall deduct from any money due to the **CONSULTANT**, liquidated damages equivalent to one-

tenth of one percent (1/10 of 1%) of the cost of the **CONSULTANT's** monthly consultancy fee or specific amount) for each day of delay, including Sundays and Holidays until the required Service is performed and accepted by **PAGCOR**.

Once the amount of liquidated damages reaches ten percent (10%) of the total contract amount, **PAGCOR** may automatically terminate the contract, without prejudice to any other remedies and courses of action available to it.

5. All ideas, plans, and materials prepared by the **CONSULTANT** are "works-made-for-hire" and shall be the sole and exclusive property of **PAGCOR**. The **CONSULTANT** hereby assigns all right, title and interest to said "works-made-for-hire" to **PAGCOR**. It is specifically understood and agreed that the **CONSULTANT** shall retain no ownership rights whatsoever in or to said "works-made-for-hire".

The **CONSULTANT** warrants and represents that the said "works-made-for-hire" he will furnish hereunder will be original, or duly licensed, and no part of the same will infringe upon or violate the rights of any person or entity, including without limitation, any copyrights, trademarks or rights of privacy or publicity. For this purpose, the **CONSULTANT** shall hold **PAGCOR** free and harmless from any claim, liability and against any cost for defending any action, suit or proceedings, including legal fees or other expenses, relating to any infringement or violation of the rights of any person or entity, including without limitation, any copyrights, trademarks or rights of privacy or publicity relative to the said "works-made-for-hire".

6. The **CONSULTANT** hereby acknowledges and agrees that all information that he will acquire from **PAGCOR**, its directors, officers, employees licensees, contractors, patrons, clients, partners, and agents, in connection with his services or in the course of the performance of such services for **PAGCOR** shall be considered and shall be treated as Confidential Information and shall be used only for purposes specifically related to his consultancy and shall not be used for any other purpose. The **CONSULTANT** shall not, at any time, disclose such Confidential Information to any third party without **PAGCOR's** prior written consent.

7. During the period of this Consultancy Contract and one (1) year thereafter, the **CONSULTANT** shall not be employed or engaged as an independent contractor, joint venture partner, collaborator, agent, director, shareholder, or employee, or in any other capacity or manner whatsoever, whether for profit or otherwise, by any individual, entity or corporation, engaged in a similar business as **PAGCOR**.

8. The **CONSULTANT**, his spouse and dependents, shall be prohibited from playing in any **PAGCOR** event and/or casinos and/or any **PAGCOR** franchised/licensed event and/or establishment.

9. The **PARTIES** agree that they would first meet, confer and sit down together for the purpose of exploring all avenues and/or possibilities of amicably settling whatever differences, disputes and/or controversies that may arise in connection with any of the terms and conditions of this Consultancy Contract before resorting to any legal action.

If the **PARTIES** fail to amicably settle their differences, disputes, and/or controversies, the **PARTIES**, waiving for this purpose any other venue, hereby agree that the courts of the City of Manila shall be the exclusive venue of any

and all of his actions or suits against **PAGCOR**, to the exclusion of all other courts and venues. This exclusive venue provision shall apply even in cases arising for declaration of nullity of this Consultancy 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 set their hands this   31   day of   MAR   2023 in the City of   QUEZON CITY  , Philippines.

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

Represented by:



**ALEJANDRO M. TENGCO**  
Chairman and Chief Executive Officer  
TIN: 114-275-668-000

Represented by:

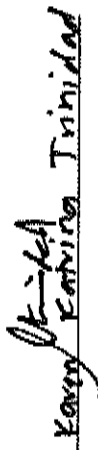


**MARIE ANTONETTE S. VARGAS**  
Consultant  
TIN: 115-894-955-00000

SIGNED IN THE PRESENCE OF:



**ROWENA B. DIZON**  
Secretary



**Karen Katrina Trinidad**

**ACKNOWLEDGMENT**

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


BEFORE ME, a Notary Public for and in the City of MANILA, on this 17 MAY 2023 day of 2023, 2023, personally appeared:

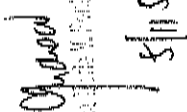
NAME	IDENTIFICATION DOCUMENT PRESENTED
ALEJANDRO H. TENGCO	Type of Government ID: Passport Passport No. P0803246C Date Issued: July 5, 2022 Valid Until: July 4, 2032 Issuing Authority: DFA Manila

known to me and known to be the same person who executed the foregoing Consultancy Contract consisting of six (6) 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.

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Page No.: 86  
Book No.: Vol.  
Series of 2023

  
ATTY. ANGELICA ARELO T. TALAYALA  
NOTARY PUBLIC  
FOR AND IN THE CITY OF MANILA  
9<sup>TH</sup> FLR, NEW COAST HOTEL, MANILA & CASINO  
1588 ALI, DEL PILAR ST., MALATE, MANILA  
COMPL. No. 2023-009/1888 (SSH 12-31-2024)  
RCPL No. 685867/ANANILAS CHAPTER IV  
MCLE Compliance No. VII - 8888300/Valid Until 4-14-2025  
PTR No. 08736477/Valid Until 12-31-2023

  
Notary Public for Manila  
S/IAN



## Omnibus Sworn Statement

REPUBLIC OF THE PHILIPPINES )  
CITY/MUNICIPALITY OF ~~Quezon~~ S.S.

### AFFIDAVIT

I, **Marie Antonette S. Vargas**, of legal age, widow, Filipino citizen, and residing at Cityland North Residences, EDSA corner Lanutan Sts., Bgy. Veterans Village, Quezon City, after having been duly sworn in accordance with law, do hereby depose and state that:

I am the sole proprietor or authorized representative of **Marie Antonette S. Vargas** with office address at Cityland North Residences, EDSA corner Lanutan Sts., Bgy. Veterans Village, Quezon City;

As the owner and sole proprietor, or authorized representative of **Marie Antonette S. Vargas**, I have full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for **PSYCHOLOGICAL CONSULTANT of the PAGCOR, as shown in the attached duly notarized Special Power of Attorney**;

**Marie Antonette S. Vargas** is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;

Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;

**Marie Antonette S. Vargas** is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

1. The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;
2. **Marie Antonette S. Vargas** complies with existing labor laws and standards; and
3. **Marie Antonette S. Vargas** is aware of and has undertaken the following responsibilities as a Bidder:
  - a) Carefully examine all of the Bidding Documents;
  - b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;
  - c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and
  - d) Inquire or secure Supplemental/Bid Bulletin(s) issued for the **PSYCHOLOGICAL CONSULTANT**.

Marie Antonette S. Vargas did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.

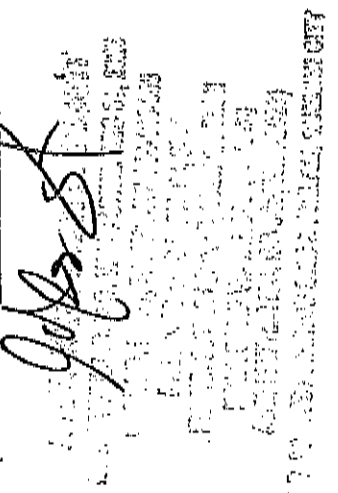
IN WITNESS WHEREOF, I have hereunto set my hand this JAN 20 2023 day of    , 20    at QUEZON CITY, Philippines.

MORAN  
Bidder's Representative/Authorized Signatory

JAN 20 2023  
**SUBSCRIBED AND SWORN** to before me this     day of [month] [year] at [place of execution], Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her [insert type of government identification card used], with his/her photograph and signature appearing thereon with no.                      issued on     at    .

Witness my hand and seal this JAN 20 2023 day of [month] [year].

**NAME OF NOTARY PUBLIC**  
Serial No. of Commission                       
Notary Public for                      until                       
Roll of Attorneys No.                       
PTR No.                      [date issued], [place issued]  
IBP No.                      [date issued], [place issued]  
MCLE Compliance No.                     



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