

SERVICE CONTRACT

This SERVICE CONTRACT ("Contract") is entered into 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 Executive Office, New Coast Hotel Manila, M.H. Del Pilar cor. Pedro Gil Sts., Malate, Manila, represented in this act by its Head of the Procuring Entity, (HoPE) **COL. JOEL I. ENRILE (RET.)**, hereinafter referred to as "**PAGCOR**";

- and -

GLO-SON'S ENTERPRISES, a sole proprietorship duly registered under the laws of the Republic of the Philippines, with office address at Block 8 Lot 9 Marycris Subdivision Phase V, Malagasang II-G, Imus Cavite represented in this act by its Owner, **NELSON M. DE OCAMPO**, hereinafter referred to as the "**TALENT MANAGER**".

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

WITNESSETH: THAT -

WHEREAS, **PAGCOR** has a requirement for the **Procurement of Entertainment Services for the PAGCOR Artists – Cycle Band for September to December 2023** under **ITB No. SS23-07-039COR** (Project), which was approved by the **PAGCOR** Board of Directors and included in the 2023 Annual Procurement Plan (APP);

WHEREAS, **PAGCOR** conducted a Negotiated Procurement (Scientific, Scholarly or Artistic Work, Exclusive Technology and Media Services) in accordance with Republic Act No. 9184 (Government Procurement Reform Act) and its 2016 Revised Implementing Rules and Regulations (IRR) on July 6, 2023 for the procurement of the Project;

WHEREAS, the **TALENT MANAGER** 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 **TALENT MANAGER**;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements hereunder specified by these presents, **PAGCOR** and the **TALENT MANAGER** hereby enter into a Contract under the following terms, conditions and stipulations

NELSON M. D. OCAMPO
Glo-son's Enterprises
Authorized Representative

Witness

Witness Signature

COL. JOEL I. ENRILE (RET.)
Head of the Procuring Entity, (HoPE)

DIANNE D. DORIA-CERDEÑA
Acting Assistant Vice President, RMD
Legal Member, BAC

RONALD A. SERGIO
Entertainment Officer I,
Entertainment Department
Technical Personnel

ARTICLE I
DESCRIPTION OF WORK

The **TALENT MANAGER** undertakes to provide the Services according to the following technical specifications:

Description
<p>Exclusivity of the Program:</p> <p>PAGCOR ARTISTS</p>
<p>Artist: CYCLE BAND</p> <p>Members: Seven (7)</p> <p>Brief Description: Full Band (Based on Artist Profile)</p> <p>Total No. of Performances: Twenty-Four (24)</p>
<p>Venues of Performances:</p> <ul style="list-style-type: none"> • Casino Filipino Madison – Madison Square Pioneer, Pioneer cor. Sheridan Sts., Mandaluyong City • Casino Filipino Citystate - Citystate Tower Hotel, 1315 A. Mabini St., Ermita Manila • Casino Filipino Ronquillo - Gold City Square, 561 Ronquillo St., Sta. Cruz, Manila • Casino Filipino Manila Grand Opera - 925 Rizal Ave., cor. Doroteo Jose Ave., Sta. Cruz Manila • Casino Filipino Malabon Grand – MacArthur Highway, Malabon City • Casino Filipino Network – Network Hotel and Casino, Roxas Blvd. cor. Perla St., Pasay City <p>Other Venues as deemed necessary by PAGCOR from time to time</p>
<p>Conditions:</p> <p>PAGCOR shall be responsible for the following:</p> <p>A. Payment to ARTIST’s performances shall be based on actual shows/billing (Talent Booking Form/Certificate of Acceptance) after the end of each month of performance.</p> <p>B. Schedule of performance/s.</p> <p>C. Assignment of Artists to other venues as may be required by PAGCOR.</p> <p>D. Clearance / Approval of the Local Government Unit (LGU) and/or Inter-Agency Task Force (IATF) allowing the branch or satellite to conduct shows.</p> <p>E. Venue with basic technical equipment.</p>

NELSON M. DE OCAMPO
Glo-son's Enterprises
Authorized Representative

Witness

Lina Reyes

COL. JOEL ENRILE (RET.)
Head of the Procuring Entity, (HoPE)

DIANNE D.P. DORIA-CERDEÑA
Acting Assistant Vice President, RMD
Legal Member, BAC

RONALD A. SERGIO
Entertainment Officer I,
Entertainment Department
Technical Personnel

NELSON M. DE OCAMPO
Glo-son's Enterprises
Authorized Representative

Witness

Witness
Verda

Payment Terms and Conditions:

PAGCOR shall not be under any obligation to pay the ARTIST the entire amount of the contract price. Moreover, the aggregate billings under the Contract shall not exceed the total Contract Price.

TALENT MANAGER shall be responsible for the following:

- A. Musical and Production Requirements
 - Musical arrangement, music materials (CD, IPods and other musical material required)
- B. Food & Beverages.
- C. ARTIST/S is also required to submit their Vaccination Card and Travel Pass / S-PaSS (if needed) prior to date of performance and comply with **PAGCOR's** health declaration for succeeding performances.
- D. Health and safety protocols of the artists and its assistant as prescribed by the Local Government Unit, IATF and DOH.

Additional Conditions:

The following shall be provided by the **TALENT MANAGER**:

1. The ARTIST/S, branch assignments and date of performances shall not be replaced without express Written Consent from **PAGCOR**. However, **PAGCOR** may change/replace artist, branch assignment and date as deemed necessary.

If, for any cause, any or all of the ARTIST shall become indisposed on the day of the show, the **TALENT MANAGER** shall promptly retain the services of a back-up ARTIST/S of higher caliber, who shall perform in lieu of the original artist/s/entertainer/s/performer/s, subject to the approval of **PAGCOR**.

If the Show/event is prevented, rendered impossible or unfeasible by causes which are classified as fortuitous events, health condition, life threatening, force majeure, "acts of God," acts of war, civil disturbances, riots, strike, epidemic interruption or delay of transportation, mutiny, social unrest or regulations of any public authority/bureau or any cause beyond the control of both parties herein, then parties agree to conduct further negotiations for resetting or re-scheduling of the subject project but only until December 31, 2023.

The ARTIST / **TALENT MANAGER** / BOOKING AGENT shall inform **PAGCOR** beforehand of any cancellation or non-performance.

2. If the ARTIST/S is represented by a **TALENT MANAGER**, a Special Power of Attorney (SPA) shall be executed by the ARTIST/S that she/he properly authorizes the **TALENT MANAGER** to represent him/her for purposes of complying with **PAGCOR's** requirements.

The SPA shall be submitted upon issuance of Notice of Award (NOA).

The **TALENT MANAGER** undertakes to deliver the Services in strict conformity with the agreed specifications. In the event the **TALENT MANAGER** fails to comply with prescribed requirement as described in the Contract, **PAGCOR** may implement necessary changes or adjustments in order to achieve the desired results.

ARTICLE II

COL. JOEL ENRILE (RET.)
Head of the Procuring Entity, (HoPE)

pag
DIANNE DORIAN-CERDEÑA
Acting Assistant Vice President, RMD
Legal Member, BAC

Sergio
RONALD A. SERGIO
Entertainment Officer I,
Entertainment Department
Technical Personnel

NO EMPLOYER-EMPLOYEE RELATIONSHIP

NEILSON M. BESCOCAMPO
Glo-son's Enterprises
Authorized Representative

There shall be no employer-employee relationship between **PAGCOR** and the **TALENT MANAGER** and its employees. The **TALENT MANAGER** shall have the entire charge, control and supervision of the performance of the services herein agreed upon. Any damage, accident, injury, or sickness of any kind, or death that may occur to any **TALENT MANAGER** or employee of the **TALENT MANAGER** during the time and consequent to the performance of the Services under this Contract shall likewise be the **TALENT MANAGER** responsibility.

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

**ARTICLE III
CONTRACT TIME**

This Contract shall commence on the date of receipt by the **TALENT MANAGER** of the Notice to Proceed, but in no case earlier than September 1, 2023 until December 31, 2023 or until exhaustion of the contract price, whichever comes first.

Each artist shall provide satisfactory performance for three (3) sets of at least forty-five (45) minutes. Live performance at the venue is at least two (2) hours before time of performance.

Within this period, **PAGCOR** may terminate this Contract with or without cause, without incurring any liability whatsoever, such as, but not limited to, the payment of any unpaid and unperformed Service(s), without need for judicial intervention, upon fifteen (15) days written notice to the **TALENT MANAGER**.

**ARTICLE IV
DAMAGES FOR DELAY**

The **TALENT MANAGER** shall perform/render the required Services within the time prescribed in this Contract.

Should the **TALENT MANAGER** incurs delay or fails to perform or fails to satisfactorily render any or all of the Services required under the Contract within the specified schedule, inclusive of any time extension duly granted, the **TALENT MANAGER** shall be liable for liquidated damages equivalent to one-tenth (1/10) of one percent (1%) of the cost of the delayed or unperformed or unsatisfactorily performed Services, including Sundays and Holidays, until such Services are rendered and accepted by **PAGCOR**.

Such liquidated damages shall be paid by the **TALENT MANAGER** or deducted from any money due or which may become due to the **TALENT MANAGER**, or collected from any applicable securities or warranties posted by the **TALENT MANAGER**.

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, without prejudice to other courses of action and remedies open to it.

Witness

WYNETH REXTE

degr
DIANNE DP. DORIA-CERDEÑA
Acting Assistant Vice President, RMD
Legal Member, BAC

RONALD A. SERGIO
Entertainment Officer I,
Entertainment Department
Technical Personnel

COL. JOEL ENRILE (RET.)
Head of the Procuring Entity, (HoPE)

**ARTICLE V
CONTRACT PRICE**

The Contract Price for the Services shall be in the total amount of **Four Hundred Thousand and 08/100 Pesos (PhP400,000.08)**, VAT Exclusive, Zero-Rated Transaction with breakdown as follows:

Artist	Total No. of Performances	Talent Fee of Artist/s, Musical and/or Production Requirement and Food & Beverages	
		Cost Per Performance	Total Cost
		VAT Exclusive, Zero-Rated Transaction	
Cycle Band	Twenty-Four (24)	PhP16,666.67	PhP400,000.08

Both **PARTIES** agree that the Contract Price stated herein includes all applicable taxes, fees licenses, permits and charges required by the Philippine Government. The **TALENT MANAGER** holds **PAGCOR** free from liability for any or all taxes, fees, licenses, permits and charges arising out of this Contract.

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

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

**ARTICLE VI
SCHEDULE OF PAYMENT**

Payment shall be made at the end of each month of performance, after the delivery and acceptance of the services according to the schedule stated in this Contract, and upon issuance of Talent Booking Form/Certificate of Acceptance from the End-user, Entertainment Department. The monthly payments shall be based on the cost per performance multiplied by the number of completed performance/s for the month.

PAGCOR shall not be under any obligation to pay the **ARTIST** the entire amount of the contract price. Moreover, the aggregate billings under the Contract shall not exceed to total Contract Price.

**ARTICLE VII
WARRANTIES AND RESPONSIBILITIES**

The **TALENT MANAGER** hereby warrants that:

1. There are no actions, suits or proceedings pending or, to the best of its knowledge, threatened, which may have any adverse material effects on its ability to fulfill its obligations under this Contract or on its operations, business, properties, assets or business condition.

DIANNE DE DORIA-CERDEÑA
 Acting Assistant Vice President, RMD
 Legal Member, BAC

RONALD A. SERGIO
 Entertainment Officer I,
 Entertainment Department
 Technical Personnel

Witness

COL. JOEL ENRILE (RET.)
 Head of the Procuring Entity, (HoPE)

2. The **TALENT MANAGER** further warrants that it is fully authorized to render the Services and 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.
3. The **TALENT MANAGER** shall fully defend, protect, indemnify, and shall hold **PAGCOR** harmless from any and all adverse claims that may be made by any **PARTY** by reason of the Contract.

ARTICLE VIII
INTELLECTUAL PROPERTY

All new materials, compilations, data and information produced hereunder, from the inception of the Contract until its final completion, including all other reproductions made there from, together with the performances embodied therein and all copyrights therein and thereto, and all renewals and extensions thereof shall entirely be the property of **PAGCOR**, free from any claims whatsoever by the **TALENT MANAGER**, its employees or any other person.

The **TALENT MANAGER** shall be responsible for securing the necessary licenses, permits or authorization from the owners of the copyright of the songs or pieces to be performed in accordance with the relevant and applicable statutes as well as provisions of other laws, ordinances and decrees and hereby holds **PAGCOR** free and harmless from whatever liability or damage suits that may be filed against the latter for violation of said laws and ordinances as well as suits or claims by third **PARTIES**.

ARTICLE IX
CLAIMS AND DISPUTES

All claims and disputes relating to or arising out of this Contract shall 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 the declaration of nullity of this Contract in its entirety or in part, and in cases arising after or by reason of the declaration of nullity of this Contract in its entirety or in part.

NELSON M. DE OCAMPO
Glo-son's Enterprises
Authorized Representative

Witness

W. M. de Ocampo
for

COL. JOEL I. ENRILE (RET.)
Head of the Procuring Entity, (HOPE)

DIANNE DP. DORIA-CERDEÑA
Acting Assistant Vice President, RMD
Legal Member, BAC

RONALD A. SERGIO
Entertainment Officer I,
Entertainment Department
Technical Personnel

**ARTICLE X
INDEMNIFICATION**

The **TALENT MANAGER** shall indemnify and shall hold **PAGCOR**, its directors, employees, guests, agents corporate affiliates free and harmless against any and all liability to third **PARTIES** arising from this Service Contract including (but not limited to) the violation of any third **PARTY**'s trade secret, proprietary information, trademark, copyright or patent rights in connection with the use of **PAGCOR** of the **TALENT MANAGER**'s services.

The **TALENT MANAGER** shall be liable to **PAGCOR**, for any damage to property or injury or death of persons occasioned by the Services rendered by the **TALENT MANAGER** under this Contract, or by reason of the gross neglect or willful misconduct of **TALENT MANAGER**, or any of its agents or employees.

The **TALENT MANAGER** assumes all liability due to its fault or negligence, in connection with this Contract, including theft and disappearance, or any damage or injury to goods, wares or merchandise or property of any kind of **PAGCOR**.

**ARTICLE XI
CONFIDENTIALITY/NON-DISCLOSURE**

All Information disclosed to the **TALENT MANAGER** arising out of or as a result of this Contract shall be confidential in nature. The **TALENT MANAGER** shall be solidarily liable to **PAGCOR** for unauthorized disclosures made by its artist(s)/entertainer(s)/performer(s), officers, employees, agents and other persons acting on the **TALENT MANAGER**'s behalf.

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

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

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.

This Contract, and the interests therein, may not be assigned or sub-contracted to another without prior consent of the other **PARTY**.

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.

dgdc
DIANNE DP. DORIA-CERDEÑA
Acting Assistant Vice President, RMD
Legal Member, BAC

Ronald A. Sergio
RONALD A. SERGIO
Entertainment Officer I,
Entertainment Department
Technical Personnel

Nelson M. De Ocampo
NELSON M. DE OCAMPO
Glo-son's Enterprises
Authorized Representative

Witness
Wynne Reyes

Col. Joel Enrile
COL. JOEL ENRILE (RET.)
Head of the Procuring Entity, (HoPE)

Shirley H. Dungca
SHIRLEY H. DUNGCA

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.

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 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.

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**.

This Contract may be executed in any number of counterparts, each of which when so executed and delivered shall be considered as an original and all together shall constitute one Contract.


DIANNE DORA-CERDEÑA
Acting Assistant Vice President, RMD
Legal Member, BAC


RONALD A. SERGIO
Entertainment Officer I,
Entertainment Department
Technical Personnel


NELSON M. DE OCAMPO
Glo-son's Enterprises
Authorized Representative

Witness


Lina M. Reyes


COL. JOELL ENRILE (RET.)
Head of the Procuring Entity, (HOPE)

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:


COL. JOEL I. ENRILE (Ret.)
Vice-President, Procurement Group
Head of Procuring Entity, (HoPE)
TIN: 127-951-835

GLO-SON'S ENTERPRISES

TIN: 1017 1853 3000

Represented by:


MR. NELSON M. DE OCAMPO
Glo-son's Enterprises
Sole Proprietor
TIN: 1017 1853 3000

Signed in the presence of:


RONALD A. SERGIO
Entertainment Officer I
Entertainment Department
Technical Personnel


LILIBETH MORALES
Witness


DIANNE DP. DORIA-CERDEÑA
Legal Member, BAC

ACKNOWLEDGMENT

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

NELSON M. DE OCAMPO
Glo-son's Enterprises
Authorized Representative

BEFORE ME, a Notary Public for and in the City of CITY OF MANILA, on this
day of 06 SEP 2023, 2023, personally appeared:

DIANNE DP. DORIA-CERDEÑA
Acting Assistant Vice President, RMD
Legal Member, BAC

NAME

GOVERNMENT ID NO.

JOEL I. ENRILE

Passport No. : P5623597A:
Date Issued : January 16, 2018
Valid Until : January 15, 2028
Issuing Authority: DFA Manila

Witness

Witness Name

known to me to be the same persons who executed the foregoing Service Contract
consisting of eleven (11) 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.: 102
Page No.: 22
Book No.: II
Series of 2023.
MCLE Compliance No. _____

ATTY. ALLAN PETER C. MARQUEZ
NOTARY PUBLIC
FOR AND IN THE CITY OF MANILA
6th FLR, NEW COAST HOTEL MANILA & CASINO
1588 M.H. DEL PILAR ST. MALATE, MANILA
Compl. No. 2023-142 / Valid Until 12/31/2024, Manila
PTR No. 0873649 / Valid Until 12/31/2023, Manila
Roll No. 69845 / ISP No. 208548 issued on 01/04/23
Manila IV Chapter
MCLE Compliance No. VII-0023209 / Valid Until 4-14-2025

COL. JOEL I. ENRILE (RET.)
Head of the Procuring Entity, (HoPE)

RONALD A. SERGIO
Entertainment Officer I,
Entertainment Department
Technical Personnel

ACKNOWLEDGMENT

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

NELSON M. DE OCAMPO
Glo-son's Enterprises
Authorized Representative

BEFORE ME, a Notary Public for and in the City of MANILA, on this
AUG 29 2023 day of _____, 2023, personally appeared:

NAME

GOVERNMENT ID NO.

NELSON M. DE OCAMPO

Drivers License No.: N11-80-031738
Validity Period: 2026/10/25

known to me to be the same persons who executed the foregoing Service Contract consisting of eleven (11) 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.: 269 ;
Page No.: 55 ;
Book No.: X211 ;
Series of 2023.
MCLE Compliance No. _____

ATTY. JOEL E. PANER
NOTARY PUBLIC COMMISSION NO. 2022-875
Issued on 7-1-2022 Until 12-31-2023 / Manila
UNIT 208 TMR II TAFT AVE., MALATE, MANILA
ROLL NO. 44009 / BP LIFETIME NO. 2022 / 15-12-00
PTR No. 0861098 / 01-03-2023 / City of Manila / TIN 104063310
MCLE Compliance No. VII-0007120 / 04-14-2025

Witness


U/11/10/2023
Yes
Yes

COL. JOEL ENRILE (RET.)
Head of the Procuring Entity, (HOPE)

DIANNE DP. DORIA-CERDEÑA
Acting Assistant Vice President, RMD
Legal Member. BAC

RONALD A. SERGIO
Entertainment Officer I,
Entertainment Department
Technical Personnel

REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF TRANSPORTATION
LAND TRANSPORTATION OFFICE
DRIVER'S LICENSE



Last Name, First Name, Middle Name
DE OCAMPO, NELSON MAOG

Nationality Sex Date of Birth Weight (kg) Height (cm)
PHL M 1950/10/25 60 1.63

Address
**BLK 8 LOT 9, MARYCRIS EXECUTIVES HOMES,
MALAGASANG II-G, IMUS CITY, CAVITE, 4103**

License No. Expiration Date Agency Code
N11-80-031738 2026/10/26 N21

Gender Type Eye Color
BROWN

DL Code Conditions
8,81,82 NONE

[Signature]
Signature of Licensee

[Signature]
EDGAR C. GALVANTE
Assistant Secretary

maog