

## 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 No. 1869, as amended, with office address at **PAGCOR Executive Office, New World Manila Bay Hotel, M.H. Del Pilar cor. Pedro Gil Streets, Malate, Manila**, represented by its Chairman and Chief Executive Officer, **ANDREA D. DOMINGO**, hereinafter referred to as "**PAGCOR**";


- and -

**MJC INVESTMENTS CORPORATION**, a corporation duly registered with the Securities and Exchange Commission under the laws of the Republic of the Philippines, with office address at San Lazaro Tourism & Business Park, MJC Drive, Sta. Cruz, Manila, represented in this act by its President and Chief Operating Officer, **JEFFREY RODRIGO L. EVORA**, duly authorized for this purpose by a Secretary's Certificate dated December 4, 2019, hereto attached as **ANNEX "A"**, hereinafter referred to as the "**CONTRACTOR**".


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

 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.



### RECITALS:

 **WHEREAS**, **PAGCOR** requires the Supply and Delivery of Food and Beverage for SOG 1 Anniversary and Christmas Celebrations under ITB No. DC19-11-013CORa-12 (the "Services");

**WHEREAS**, pursuant to Section 50 (c) of the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act (R.A.) 9184, the **CONTRACTOR** has submitted the single calculated responsive quotation to undertake the said Services and **PAGCOR** has accepted the proposal of the **CONTRACTOR**, subject to the terms and conditions hereunder stipulated;

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

### I. SCOPE OF SERVICES

 The **CONTRACTOR** undertakes to provide the Services, specifically, the provision of meals and the incidental services for sanitation and cleaning, including all the necessary labor, materials, supplies and equipment, to **PAGCOR** in its Casino Filipino – Winford [Satellite 

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Operations Group (SOG) 1], in accordance with the technical specifications:

The Food and Beverage Requirements for Seven Hundred Fifty (750) pax for CF Winford Anniversary and Christmas Celebration on the date specified in the Notice to Proceed (NTP) within December 2019, to be served Buffet Style at 6:00 p.m. for Four Hundred Eight (408) pax; 8:30 p.m. for One Hundred Fifty (150) pax and 9:30 p.m. for One Hundred Twenty (120) pax.

Banquet service for the six (6) VIP Tables to be served at 7:00 p.m. or as needed. Menu to be served will be same as the Buffet Food.

**I. Service Requirements**

A. The **CONTRACTOR** shall serve the following as specified below in Buffet style:

MENU	MINIMUM WEIGHT/SERVING
Soup	Unlimited
Steamed Rice	Unlimited
Pasta	150 grams
Fish	200 grams
Chicken	150 grams
Beef Carving	150 grams
Salad Bar a. Green Salad – Croutons, Bell Pepper, Lettuce, Cheese, Tomato and Corn with Dressing - Vinaigrette, Ranch, Thousand Island. b. Waldorf c. Potato	Unlimited
Dessert	-
Various Beverages	-
Fifteen Pieces Lechon with Sauce	22-25 kilograms each

B. Food for the Committee (packed meals)

DATE	TIME	NO. OF PAX	FOOD TO BE SERVED
On the date specified in the NTP	4:00 a.m.	16	- 2 Dishes (Choice of Chicken or Pork) - 2 cups of rice - Vegetables - Soda
On the date specified in the NTP	7:00 a.m.	16	- Rice Toppings (Choice of Tapsilog, Tocilog, Bangsilog) - Egg - Coffee
On the date specified in the NTP	11:30 a.m.	13	- 2 Dishes (Choice of Chicken or Pork) - 2 cups of rice - Vegetables - Soda
On the date specified in the NTP	3:00 p.m.	150	- Chicken Sandwich - Soda
The next day from the date specified in the NTP	4:00 a.m.	15	- Rice Toppings (Choice of Tapsilog, Tocilog, Bangsilog) - Egg - Coffee

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C. The <b>CONTRACTOR</b> shall have a food tasting for the end user of food to be served one (1) week before the event.
D. The <b>CONTRACTOR</b> shall set up one buffet service table (two-way) complete with elegant skirting, floor length embroidered mantle or lace runner, roll up chafing dishes, dinner, center piece, silver and glass wares at the Ballroom A, B and C, 4 <sup>th</sup> Floor of Winford Manila Resort and Casino (venue)
E. The <b>CONTRACTOR</b> shall set up six (6) round tables for twelve (12) pax with chairs exclusively for VIP guest and fifty-six (56) round tables for twelve (12) pax with chairs for other guests. Set-up shall include table cloth with floor length embroidered mantle or lace runner, seat covers, elegant center piece (VIP Table) and complete dining wares at the venue.
F. The <b>CONTRACTOR</b> shall provide/set up for the event at the specified venue the following: <ul style="list-style-type: none"> <li>✓ Usage of the Ballroom A, B and C. From 3.00 p.m. – 2.00 a.m.</li> <li>✓ One (1) – Two-way Buffet Table with elegant set up</li> <li>✓ Basic sound system with six (6) microphones</li> <li>✓ Use of projector with White Screen with AV Technician Support</li> <li>✓ Rostrum/Podium</li> <li>✓ One (1) Dance Floor and Stage at Ballroom B</li> <li>✓ Registration Table (6)</li> <li>✓ Organizer Room</li> </ul>
G. The <b>CONTRACTOR</b> must deploy/assign: <ul style="list-style-type: none"> <li>✓ Six (6) uniformed food service personnel to man buffet service table (two-way)</li> <li>✓ Six (6) uniformed busboy during the event</li> <li>✓ Six (6) uniformed attendants</li> <li>✓ Three uniformed waiters to be assigned exclusively for the six (6) VIP Tables</li> <li>✓ Two (2) Lechon Chopper</li> </ul> <p>The <b>CONTRACTOR</b> shall ensure that its personnel are always well-mannered, courteous, polite, efficient and shall conduct themselves at all times, in a professional manner towards <b>PAGCOR</b> and its guests.</p>
<b>II. Service Conditions</b>
A. The <b>CONTRACTOR</b> must be able to meet the demands of SOG 1 in connection with the goods and services to be provided as stated in the Request for Quotation (RFQ).
B. The <b>CONTRACTOR</b> shall exercise prompt delivery of goods and services during the event.
C. The <b>CONTRACTOR</b> shall provide services and shall own legally/possess and/or have access to all the necessary kitchen and canteen supplies, utensils and equipments needed for the delivery of the Service but not limited to: <ol style="list-style-type: none"> <li>a. Spoons, fork, knives and chopping boards;</li> <li>b. Plate, glasses, cup and saucers;</li> <li>c. Various cook wares and Chafing dishes;</li> <li>d. Various tablecloths and napkins;</li> <li>e. Stoves, ovens, micro-wave ovens, grills;</li> <li>f. Spices and clean containers for different food ingredients</li> </ol>
D. The <b>CONTRACTOR</b> shall ensure that the food will be prepared and cooked on the day of the event.
E. In the event of cancellations, the <b>CONTRACTOR</b> shall be advised at least two (2) days before the delivery date.
F. In cases of suspension of the events due to fortuitous events (i.e. inclement weather and its effects e.g. storm surges, floods, fire, etc.) the <b>CONTRACTOR</b> shall be advised of the cancellation of delivery until 7:00 a.m. of the actual delivery date. Resumption of the delivery shall be advised on daily basis before 7:00 a.m.

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G. The <b>CONTRACTOR</b> has a good title to the items/goods/services being offered and full authority to sell and transfer the same and that the items/goods/services are sold free and clear of all encumbrances, liens, liabilities and adverse claims of every nature and description.	
H. The Contract Price shall be VAT Exclusive, Zero-Rated Transaction and shall already include all applicable fees and charges.	
I. The <b>CONTRACTOR</b> shall send its billing to CF-Winford Central Office at Winford Satellite at Winford Manila Resort and Casino, MJC Drive, Tayuman, Sta. Cruz, Manila, with the corresponding Sales Invoice.	
<b>PAGCOR's Representatives at the Project Site:</b>	
- Senior Customer Relations Officer Lerrie S. Santos, 0917-172-7706	
<b>PLACE OF DELIVERY</b>	The Ballroom, Fourth (4 <sup>th</sup> ) Floor, Winford Manila Resort and Casino, MJC Drive, Tayuman, Sta. Cruz, Manila.
<b>EVENT DATE &amp; TIME</b>	On the date specified in the Notice to Proceed (NTP) within December 2019

## II. F&B BUDGET and SCHEDULE OF PAYMENT

1. The total contract price for this Service Contract shall be in the amount of **One Million Three Hundred Twenty Thousand Pesos (PhP1,320,000.00), VAT-Exclusive, Zero-Rated Transaction** (the "Contract Price");

2. Payment shall be based on actual billing and shall be subject to the appropriate withholding taxes.

3. A Warranty Security shall be required in the form of retention money with an amount equivalent to one percent (1%) of the contract price. Said amount shall only be released after the lapse of three (3) months warranty period and issuance of Certificate of no patent and latent defects.

4. The **CONTRACTOR** shall submit a VAT Exclusive and Zero Rated billing statement to PAGCOR immediately after the event. 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 its receipt of the billing statement provided that any additional, necessary and/or required supporting documents are submitted by the **CONTRACTOR** and are verified by **PAGCOR**.

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

## III. CONTRACT TERM

1. This Contract shall commence effective on the date specified in the Notice to Proceed.

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**.

3. Should the **CONTRACTOR** incur delay in the performance of its obligations, **CONTRACTOR** shall pay a penalty of one-tenth of one percent (1/10 of 1%) of the total cost of the unperformed portion for everyday of delay, including Sundays and Holidays, beyond the

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specific period. The maximum deduction shall be ten percent (10%) of the amount of the Contract. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the Agreement, **PAGCOR** shall have the option to rescind the Contract, without prejudice to other courses of action and remedies open to it.

4. In case the **CONTRACTOR** still fails to deliver the Services after the lapse of thirty (30) days from the supposed date of implementation as provided for in this Contract, **PAGCOR** shall have the option to terminate the Contract, without prejudice to other courses of action and remedies open to it.

#### IV. 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** further binds itself to indemnify and hold **PAGCOR** free and harmless from any claim on account of the aforementioned 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 of any party for any purpose.

#### V. WARRANTIES, CLEARANCES, PERMITS, LICENSES and TAXES

1. The **CONTRACTOR** 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 condition.

2. All taxes, amounts, claims, and expenses pertaining to clearances, licenses, permits, registrations or renewals 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 **CONTRACTOR**.

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

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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**.

## VI. INDEMNIFICATION

1. The **CONTRACTOR** will defend, protect, indemnify, and hold **PAGCOR** 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.

3. The **CONTRACTOR** shall indemnify and shall hold **PAGCOR**, its directors, officers, employees, agents, customers and guests and corporate affiliates and any employee or agent thereof (each of the foregoing, being hereinafter referred to individually as the "Indemnified Party") free and harmless against any and all liability to third parties (other than liability solely the fault of the indemnified party) arising from the negligence of the **CONTRACTOR** or its agents 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 **CONTRACTOR**'s services.

4. The **CONTRACTOR** agrees to protect and to exercise due care and proper handling of the properties of **PAGCOR** during the performance of the Services. The **CONTRACTOR** shall be jointly and severally liable with its personnel and shall indemnify and hold **PAGCOR** free and harmless for any death, injury or damage to **PAGCOR** and to third person or 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 obligations under this Service Contract.

5. The **CONTRACTOR** shall be liable in case of theft, robbery or any loss to **PAGCOR**'s premises serviced by the **CONTRACTOR**'s personnel. The **CONTRACTOR** hereby agrees to replace, repair or reconstitute any loss involving its personnel.

## VIII. 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 or all actions or suits between the parties to the exclusion of all other courts and venues. This exclusive venue provision shall apply even in cases for declaration of nullity of this Contract in its entirety or in part.



IN WITNESS WHEREOF, the parties hereto have signed these presents on this \_\_\_\_\_ day of \_\_\_\_\_, 2019 in \_\_\_\_\_.

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

**MJC INVESTMENTS  
CORPORATION**  
TIN: 000-596-509-000

Represented by:

  
**ANDREA D. DOMINGO**  
Chairman and  
Chief Executive Officer  
TIN: 118-684-814 

Represented by:

  
**JEFFREY RODRIGO L. EVORA**  
President and  
Chief Operating Officer  
TIN : 280-548-606

Signed in the Presence of:

  
\_\_\_\_\_  
Stefano Z. Canaco

  
\_\_\_\_\_  
JOEMAR L. CANAGAN

PROCESADO  
DE PAGAMENTO  
19 DEC 19 04:34PM  


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ACKNOWLEDGMENT

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 DEC 19 2019 day of \_\_\_\_\_, 2019, personally appeared:

NAME

GOVERNMENT ID NO.


ANDREA D. DOMINGO

PASSPORT NO. : P7681573A  
Issuance Date: June 26, 2018  
Expiration Date: June 25, 2028  
Place of Issue: DFA Manila

known to me to be the same person who executed the foregoing Service Contract consisting of nine (9) pages including this page, and who acknowledged to me that the same is her own free and voluntary act and deed as well as the free and voluntary act and deed of the entity she represents, she being duly authorized for this purpose.

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

Doc. No.: 233  
Page No.: 48  
Book No.: 112  
Series of 2019

  
JOVALEEN G. BERMAS  
NOTARY PUBLIC  
IN AND FOR THE CITY OF MANILA  
6<sup>TH</sup> FLR, NEW WORLD MANILA BAY HOTEL & CASINO  
N.H. DEL PILAR ST, MALATE, MANILA  
COM.M.D. 2518 -- 063 / UNTIL DEC.31, 2019  
ROLL NO. 08470 ABP LIFETIME NO.018334 MANILA III  
MCLE COMPLIANCE VI-UNTIL 2022  
MANILA II - CHAPTER  
PTR NO.20185503 JAN. 11, 2019 /CAMBA

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ACKNOWLEDGMENT

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

DEC 17 2019

BEFORE ME, a Notary Public for and in the City of Manila, on this \_\_\_\_\_ day of \_\_\_\_\_, 2019, personally appeared:

**NAME**  
Jeffrey  
JEFFREY RODRIGO L. EVORA

**GOVERNMENT ID NO.**  
DRIVER'S LICENSE NO.  
N01-09-016725  
Issuance Date: 2018/05/06  
Expiration Date: 2023/05/19  
Place of Issue: \_\_\_\_\_

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

*Jeffrey*

Doc. No.: 698  
Page No.: 9  
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NOTARIAL SEAL  
NOTARY PUBLIC FOR CITY OF MANILA  
NOTARY COMM. # 2014-008/01-04-19  
UNTIL DECEMBER 31, 20  
ROLL OF ATTY. # 48533/02-20-03  
PTR # 8861124/01-04-07/MLA  
# NO. 823106/LRN-03854/09-23-04/ML  
MILE COMPLIANCE # IV-007938/02-07

*Evora*

*Evora*

**ANNEX "A"**

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

**SECRETARY'S CERTIFICATE**

I, **FERDINAND A. DOMINGO**, of legal age, Filipino, and with business address at 12/F Strata 100 Building, F. Ortigas Jr. Road, Ortigas Center, Pasig City, after being duly sworn to, hereby depose and state that:

1. I am the duly elected and incumbent Corporate Secretary of **MJC INVESTMENTS CORPORATION** (the "Corporation"), a domestic corporation duly organized and existing under and by virtue of Philippine laws with principal office and place of business at Winford Hotel and Casino, MJC Drive, Sta. Cruz, Manila;
2. At the meeting of the Board of Directors of the Corporation held on 29 November 2019, where a quorum was existing throughout the meeting, the following resolution was approved:

"RESOLVE, as it is hereby RESOLVED, that the Board of Directors of the Corporation hereby designate and authorize **JEFFREY RODRIGO L. EVORA** as the Corporation's representative in any and all bidding proceedings in relation to the Philippine Amusement and Gaming Corporation's procurement of their Anniversary/ Christmas celebration;

RESOLVED, FURTHER, that **JEFFREY RODRIGO L. EVORA**, is hereby authorized to make binding declarations, assurances, and representations, and to execute, sign and submit all documents necessary for the procurement process, in behalf of the Corporation;

RESOLVED, FURTHER, that **JEFFREY RODRIGO L. EVORA**, is hereby authorized and granted full power and authority to do, execute and perform any and all acts necessary and/or to represent the prospective bidder in the procurement activity;

"RESOLVED, FINALLY, that the foregoing resolution shall remain valid and subsisting until the same are expressly revoked by the Board of Directors of the Corporation."

3. The foregoing is in accordance with the records of the Corporation.

PROCUREMENT  
DEPARTMENT  
19 DEC 05 12:25 PM

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**ANNEX "A"**

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my signature  
this day of 04 DEC 2019 at Pasig City.

*Ferdinand A. Domingo*  
**FERDINAND A. DOMINGO**  
Corporate Secretary

SUBSCRIBED AND SWORN to before me this day of  
04 DEC 2019 at Pasig City, affiant exhibiting to me his competent  
evidence of his identity, his Tax Identification No. 145-006-236.

Doc No. 287 ;  
Page No. 61 ;  
Book No. III ;  
Series of 2019.

  
JING-LING S. ROMERO  
NOTARY PUBLIC  
APPOINTMENT NO. 189 (2018-2019)  
UNTIL DECEMBER 31, 2019  
PTR NO. 62210881-7-2019/PASIG  
IBP NO. 05920311-7-2019/CC  
CITIES OF PASIG SAN JUAN AND PATEROS  
ROLL OF ATTORNEY NO. 2019

*Juan*  
*Juan*  
*Juan*

*OK*