

SERVICE CONTRACT

The Public is informed:

This SERVICE CONTRACT (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 the PAGCOR Corporate Office, New World Manila Bay Hotel, 1588 M.H. Del Pilar corner Pedro Gil Streets, Malate, Manila, represented in this act by the President and Chief Operating Officer, **JORGE V. SARMIENTO**, hereinafter referred to as "**PAGCOR**";

and

TRENDS & TECHNOLOGIES, INC., a company duly organized and existing under the laws of the Republic of the Philippines, with office address at 3F Ongtiak Business Center, General Maxilom (Kamputhaw), Cebu City, represented in this act by its Manager, **MELCHOR T. ALEJANDRO**, hereinafter referred to as "**CONTRACTOR**";

The parties warrant that they are duly organized, registered, validly existing and in good standing under the laws of the Republic of the Philippines, and that the parties and their representatives are capable and have the requisite power, authority, permits, clearances, and licenses, to enter into this Service Contract, and to perform any and all their obligations under the contract.

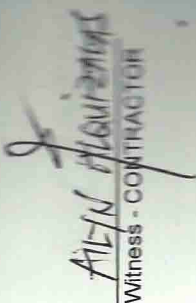
ANTECEDENTS

WHEREAS, **PAGCOR** has a requirement for a One (1) Year Preventive Maintenance Services of Two (2) Units 200 KVA UPS for Casino Filipino - Cebu under ITB No. SVP15-00009CEB, hereinafter referred to as the "Services";

WHEREAS, pursuant to the Branch Bids and Awards Committee Recommendation dated May 05, 2015, and approved by the Head of the Procuring Agency on May 06, 2015, **PAGCOR** procured the Services through Negotiated Procurement (Small Value) under *Section 53.1* of the *Revised Implementing Rules and Regulation (IRR) of Republic Act 9184*;

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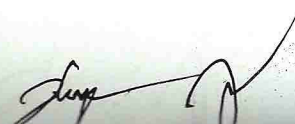
Service Contract- One (1) Lot One (1) Year Preventive Maintenance Services of 200-KVA UPS for Casino Filipino-Cebu under ITB No. SVP15-00009CEB


ALVIN PLAVINZAS
Witness - CONTRACTOR


MELCHOR T. ALEJANDRO
CONTRACTOR

Witness - PAGCOR


JORGE V. SARMIENTO
President & Chief Operating Officer



WHEREAS, the CONTRACTOR has submitted the single calculated and responsive quotation compliant with the specifications, terms and conditions of PAGCOR for the Services;

WHEREAS, 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 agreement hereunder specified, PAGCOR and the CONTRACTOR hereby enter into this Service Contract, as follows:

ARTICLE I
DESCRIPTION OF WORK/SERVICES

The CONTRACTOR shall undertake to provide the Preventive Maintenance Services at Casino Filipino-Cebu in accordance with the Technical Specifications as detailed in the Request for Quotation/Terms of Reference submitted during the procurement of this Service Contract. A copy of the Request for Quotation/Terms of Reference, together with its annexes, is attached as Annex "A", and made an integral part of this Service Contract.

If there is any conflict with the provisions of this contract and the bidding documents submitted by the CONTRACTOR during the procurement process (i.e. Request for Quotation/Terms of Reference, Bid Bulletins, etc), the latter shall prevail.

ARTICLE II
CONTRACT AMOUNT

For and in consideration of the CONTRACTOR's services, PAGCOR agrees to pay the contract price in the total amount of **FOUR HUNDRED TWENTY THOUSAND PESOS (Php 420,000.00)**, VAT Exclusive, Zero-Rated Transaction.

Both parties agree that the Contract Price stated herein already includes all applicable taxes, fees and charges required by Government. The CONTRACTOR holds PAGCOR free from liability for any and all taxes arising out of this transaction.

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

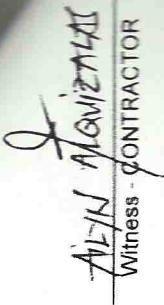
ARTICLE III
SCHEDULE OF PAYMENT

PAGCOR shall pay the CONTRACTOR, for every completed service, a service fee in the amount of **ONE HUNDRED FIVE THOUSAND PESOS (P105,000.00)**, VAT-exclusive, zero-rated transaction, within fifteen (15) calendar days from receipt of the CONTRACTOR's billing statement.

The CONTRACTOR shall submit to PAGCOR a service invoice upon completion of services rendered by the CONTRACTOR.

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Service Contract- One (1) Lot One (1) Year Preventive Maintenance Services of 200-KVA UPS for
Casino Filipino-Cebu under ITB No. SVP15-00009CEB


ALVIN ALONZO
Witness - CONTRACTOR


MELCHOR T. ALEJANDRO
CONTRACTOR

Witness - PAGCOR


JORGE V. SARMENTO
President & Chief Operating Officer

