

SERVICE CONTRACT

This SERVICE 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 Coast Hotel Manila, 1588 M.H. Del Pilar corner Pedro Gil Streets, Malate, Manila**, represented in this act by its OIC/Branch Manager for Casino Filipino-Cebu, **MA. CONSOLACION A. PASION**, hereinafter referred to as "**PAGCOR**";

and

MONARK EQUIPMENT CORPORATION, a corporation duly organized and existing under the laws of the Republic of the Philippines, with principal office address at **A.C. Cortes Avenue, Mandaue City, Cebu**, represented in this act by its Product Support Sales Representative, **PHILLE JOYCE N. BICADA**, by virtue of a Secretary's Certificate attached hereto as "Annex-A" and made an integral part of this Contract, hereinafter referred to as "**CONTRACTOR**";

Both **PAGCOR** and the **CONTRACTOR** may be referred herein each as the "**PARTY**" and collectively, the "**PARTIES**".

The **PARTIES** warrant that they are fully capable and have the requisite power, authority, permits, clearances, and licenses, to enter into and perform their respective obligations under this Service Contract.

RECITALS:

WHEREAS, PAGCOR has a requirement for a Two (2) Years Preventive Maintenance of Three (3) Units Generator Set 1875KVA (3512) of CF-Cebu & Mactan Satellite Casino under ITB No. SV20-02-007CEBa-09, hereinafter referred to as the "Services";

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2 Years PM of 3-Units Genset 1875KVA (3512) of CF-Cebu & Mactan Satl Under ITB No. SV20-02-007CEBa-09

End Use  Chairman/V. Chairman BBAC 



WHEREAS, PAGCOR resorted to Negotiated Procurement (Small Value Procurement) under *Section 53.9 of the Revised Implementing Rules and Regulation (IRR) of Republic Act 9184 (Government Procurement Reform Act)*, for the procurement of the Services and that all the requisites for the use of the aforementioned alternative mode of procurement have been met;

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, under the following terms, conditions and specifications:

ARTICLE I **DESCRIPTION OF WORK/SERVICES**

The **CONTRACTOR** shall undertake to provide the Services at Casino Filipino-Cebu in accordance with the Technical Specifications as detailed in the duly accomplished Request for Quotation submitted during the procurement of the Services which is attached as Annex "B" and made an integral part of this Service Contract.

If there is any conflict with the provisions of this contract and the duly accomplished Request for Quotation by the **CONTRACTOR** during the procurement process, the latter shall prevail.

ARTICLE II **CONTRACT TIME**

This Service Contract shall be in force for a period of Two (2) years and shall commence on the effectivity date provided in the Notice to Proceed. Within this period, **PAGCOR** may terminate this Service Contract with or without cause, without need for judicial intervention, upon thirty (30) days written notice to the **CONTRACTOR**.

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2 Years PM of 3-Units Genzet 1875KVA (3512) of CF-Cebu & Mactan Satt Under ITB No. SV20-02-007/CE.Ba-09

End-User  Chairman/V-Chairman BBAC  

ARTICLE III
CONTRACT AMOUNT

The Contract Price for the Services shall be in the total amount of **EIGHT HUNDRED FIFTY-SEVEN THOUSAND ONE HUNDRED NINETY PESOS & 40/100 ONLY (PHP 857,190.40)**, VAT Exclusive, zero-rated transaction.

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

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 Service Contract.

ARTICLE IV
SCHEDULE OF PAYMENT

The **CONTRACTOR** shall send the billing statement within fifteen (15) days after each maintenance visit.

Payment shall be made by **PAGCOR** within thirty (30) days from receipt of billing statement;

Covered Unit:

Location	Quantity	Model	Description	Serial No.
Lahug, Cebu City	1unit	3516	Generator Set	025Z05617
	1unit	3516	Generator Set	025Z05618
Mactan, Lapu-Lapu City	1 unit	3516	Generator Set	025Z04812

Coverage & Pricing
1st Year:

INSPECTIONS						
Model	Serial No.	Scope of Work	Frequency	Regular Flat Rate & Visits	% discount	Discounted Flat rate & visits
3516	025Z05617	Technical Analysis I	2 x a year	PHP 10,104.19	0	PHP 20,208.38
		Technical Analysis II	1 x a year	PHP 11,799.19	0	PHP 11,799.19



3516	025Z05618	Technical Analysis I	2 x a year	PHP 10,104.19	0	PHP 20,208.38
		Technical Analysis II	1 x a year	PHP 11,799.19	0	PHP 11,799.19
3516	025Z04812	Technical Analysis I	2 x a year	PHP 10,104.19	0	PHP 20,208.38
		Technical Analysis II	1 x a year	PHP 11,799.19	0	PHP 11,799.19

PREVENTIVE MAINTENANCE SERVICING

Model	Serial No.	PM Breakdown	Regular Flatrate	Frequency	Total	10% Discount	Discounted Flatrate / Visit
3516	025Z05617	PM Labor & Misc.	PHP 10,249.19	1 x a year	PHP 10,249.19		PHP 10,249.19
		PM Parts	PHP 95,338.00	1 x a year	PHP 95,338.00	PHP 9,533.80	PHP 85,804.20
3516	025Z05618	PM Labor & Misc.	PHP 10,249.19	1 x a year	PHP 10,249.19		PHP 10,249.19
		PM Parts	PHP 95,338.00	1 x a year	PHP 95,338.00	PHP 9,533.80	PHP 85,804.20
3516	025Z04812	PM Labor & Misc.	PHP 10,249.19	1 x a year	PHP 10,249.19		PHP 10,249.19
		PM Parts	PHP 101,863.04	1 x a year	PHP 101,863.04	PHP 10,186.30	PHP 91,676.74

2nd Year:

INSPECTIONS

Model	Serial No.	Scope of Work	Regular Flat Rate	Frequency	Total
3516	025Z05617	Technical Analysis I	PHP 10,104.19	2 x a year	PHP 20,208.38
		Technical Analysis II	PHP 11,799.19	1 x a year	PHP 11,799.19
3516	025Z05618	Technical Analysis I	PHP 10,104.19	2 x a year	PHP 20,208.38
		Technical Analysis II	PHP 11,799.19	1 x a year	PHP 11,799.19
3516	025Z04812	Technical Analysis I	PHP 10,104.19	2 x a year	PHP 20,208.38
		Technical Analysis II	PHP 11,799.19	1 x a year	PHP 11,799.19

PREVENTIVE MAINTENANCE SERVICING

Model	Serial No.	PM Breakdown	Regular Flatrate	Frequency	Total	10% Discount	Discounted Flatrate / Visit
3516	025Z05617	PM Labor & Misc.	PHP 10,249.19	1 x a year	PHP 10,249.19		PHP 10,249.19
		PM Parts	PHP 123,886.00	1 x a year	PHP 123,886.00	PHP 12,388.60	PHP 111,497.40
3516	025Z05618	PM Labor & Misc.	PHP 10,249.19	1 x a year	PHP 10,249.19		PHP 10,249.19
		PM Parts	PHP 123,886.00	1 x a year	PHP 123,886.00	PHP 12,388.60	PHP 111,497.40
3516	025Z04812	PM Labor & Misc.	PHP 10,249.19	1 x a year	PHP 10,249.19		PHP 10,249.19
		PM Parts	PHP 130,411.00	1 x a year	PHP 130,411.00	PHP 13,041.10	PHP 117,369.90





ARTICLE V
NO EMPLOYER-EMPLOYEE RELATIONSHIP

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 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 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 Service Contract shall be the **CONTRACTOR's** responsibility.

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

ARTICLE VI
CLAIMS AND DISPUTE

All claims and disputes relating to or arising out of this Service 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 if this Service Contract is declared void, 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.

ARTICLE VII
DAMAGES FOR DELAY

Should the **CONTRACTOR** incur delay in the performance of the Services, the **CONTRACTOR** shall pay a penalty of one-tenth of one percent (1/10 of 1%) of the unperformed portion for each day of delay, including Sundays and Holidays. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the contract, **PAGCOR**, in addition to the imposition of penalties agreed upon, shall have the option to rescind the contract, without prejudice to other courses of action and remedies open to it.



In case the **CONTRACTOR** still fails to perform the Services after the lapse of thirty (30) days from the supposed date of implementation as provided by in Article II of this Service Contract. **PAGCOR** shall have the option to terminate the same, without prejudice to other courses of action and remedies available 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 Service Contract, within the periods provided herein, the non-defaulting party shall be released from its obligations under this Service Contract, 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 WARRANTIES AND RESPONSIBILITIES

The **CONTRACTOR** hereby warrants 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 Service Contract;
2. There are no actions, suits or proceeding pending or, to the best of its knowledge, threats, which may have material adverse effect on its ability to fulfill its obligations under this Service Contract or on its operations, business, properties, assets or business condition;
3. It 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 Service;
4. 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 the rendition of the Services in Article I herein.



ARTICLE X
MISCELLANEOUS PROVISIONS

The **PARTIES** agree to abide by the terms and conditions contained in this Service Contract in good faith.

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

No terms or conditions of this Service 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 Service Contract, and the interests herein, may not be assigned or subcontracted 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 Service Contract.

In the event that a dispute arises with respect to this Service Contract, the **PARTY** prevailing in such dispute shall be entitled to recover all expenses, including, without limitation, to reasonable attorney's fees and expenses incurred in ascertaining such **PARTY's** rights or in preparing to enforced, or in enforcing, such **PARTY's** rights under this Service Contract, whether or not it was necessary for such **PARTY** to institute suit.

If any provision hereof is prohibited or made unenforceable under any applicable law or by competent court or authority, the same shall not affect any other provision of this Service Contract, which are otherwise valid and enforceable.

Any right or remedy conferred by this Service Contract upon the **PARTIES** shall not be exclusive of any other right or remedy of each **PARTY**, whether under this Service 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.

The relationship between the **PARTIES** shall be limited to the performance of the terms and conditions of 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 herein, 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.



This Service 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 understanding of the **PARTIES**. No supplement, variation or amendment of this Service 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 _____, 2021 at the City of Cebu, Philippines

**PHILIPPINE AMUSEMENT AND
GAMING CORPORATION**

TIN: 033-000-887-972

Represented by:



MA. CONSOLACION A. PASION

OIC/Branch Manager

TIN No. 102-017-029-000

**MONARK EQUIPMENT
CORPORATION**

TIN: 000-385-447-002

Represented by:



PHILLE JOYCE N. BICADA

Product Support Sales Representative

TIN: 406-602-502-000

Signed in the presence of:



PAMELA A. PASION

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
CITY OF **CEBU CITY**) S.S.

BEFORE ME, a Notary Public for and in the City of **CEBU CITY** this
FEB 23 2021, personally appeared:

NAME	Government ID No.
MA. CONSOLACION A. PASION	SSS ID NO. 03-9772404-4
PHILLE JOYCE N. BICADA	SSS ID NO. 06-4043532-5

known to me to be the same persons who executed the foregoing Service Contract consisting of nine (9) pages, and who acknowledged to me that the same is their own free and voluntary act and deed as well as the free voluntary act and deed of the entities they are duly authorized to represent.

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

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Series of 2021



ATTY. RAUL L. PARTA
NOTARY PUBLIC (CEBU CITY)
UNTIL JUNE 2021
PTR NO. 1979510
ROLL NO. 44641
NOTARY COMMISSION 0121
LIFETIME NO. 07936
OFF. D. JAKOSALEM ST. CEBU CITY
BAYANIHAN BLDG. PROV. OF CEBU
MCLE COMPLIANCE NO. VI 005078

