

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 Waterfront Hotel and Casino**, Salinas Drive, Lahug, Cebu City, represented in this act by its OIC/Branch Manager, **MA. CONSOLACION A. PASION**, hereinafter referred to as "**PAGCOR**";

and

AUTOMATION SPECIALIST AND POWER EXPONENTS, INC., a corporation duly organized and existing under the laws of the Republic of the Philippines, with principal office address #159 Boni Avenue, Brgy. Plainview, Mandaluyong City, represented in this act by its Senior Manager, **JENIELYN B. RAPOSA**, by virtue of a secretary certificate, herein attached as "Annex-A", hereinafter referred to as "**CONTRACTOR**";

Both **PAGCOR** and the **CONTRACTOR** may be referred herein as the "**PARTY** or **PARTIES**" collectively;

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.




RECITALS:

WHEREAS, PAGCOR has a requirement for a Two (2) Years Preventive Maintenance Services of 1 x 120KVA UPS of Parkmall Satellite Casino under ITB No. SV20-10-018CEB, hereinafter referred to as the "Services";

WHEREAS, PAGCOR resorted to Negotiated Procurement (Small Value Procurement) under Section 53.9 of the *Revised Implementing Rules and Regulation (IRR) of Republic Act No. 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;

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Two (2) Years PMS of 1 x 120KVA UPS for Parkmall Satellite Casino under ITB No. SV20-10-18CEB

End-User:  BBAC Chairman/V-Chairman   

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**

1. This Service Contract shall be for a period of two (2) years commencing on the date provided in the Notice to Proceed.

2. 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 total cost of the undelivered Services for each day of delay, including Sundays and Holidays, beyond the specific period. The maximum deduction shall be ten percent (10%) of the Contract Price of the Service Contract. Once the cumulative maximum deduction reaches ten percent (10%) of the Contract Price, **PAGCOR** shall have the option to terminate the Service Contract, without prejudice to other courses of action and remedies open to it.

In case the **CONTRACTOR** still fails to deliver the Services after the lapse

of 15 days from the supposed date of implementation, **PAGCOR** shall likewise have the option to terminate the Contract, without prejudice to other courses of action and remedies open to it.

3. **PAGCOR** may terminate this Service Contract, with or without cause, without need for judicial intervention, upon thirty (30) days written notice to the **CONTRACTOR**.

ARTICLE III **CONTRACT AMOUNT**

1. The Contract Price for the Services shall be in the total amount of **SIX HUNDRED FIFTY THOUSAND PESOS (PHP 650,000.00)**, VAT Exclusive, zero-rated 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.

2. Both parties agree that the Contract Price stated herein already includes all applicable taxes, fees and charges required by Government.

3. All additional 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 the **CONTRACTOR**.

4. The **CONTRACTOR** holds **PAGCOR** free from liability for any and all taxes, fees and charges arising out of this Service Contract.

5. The **CONTRACTOR** shall pay its taxes in full and on time. Failure to do so will entitle **PAGCOR** to suspend payment for any goods delivered or services rendered by the **CONTRACTOR**.

ARTICLE IV **SCHEDULE OF PAYMENT**

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

2. For every completed service, **PAGCOR** shall pay the

CONTRACTOR a quarterly service fee in the amount of **EIGHTY-ONE THOUSAND TWO HUNDRED FIFTY PESOS (PHP 81,250.00)**, VAT-exclusive, zero-rated transaction, within thirty (30) calendar days from receipt of the **CONTRACTOR's** complete billing statement with all the necessary documents.

ARTICLE V **INDEMNIFICATION**

1. The **CONTRACTOR** will fully defend, protect and hold **PAGCOR**, its guest, corporate affiliates and any director, officer, employee or agent, 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.

2. The **CONTRACTOR** and its personnel shall be jointly and severally liable and shall indemnify and hold **PAGCOR** free and harmless for any death, injury or damage to **PAGCOR** and to third persons, 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 obligation under this Service Contract.

3. The **CONTRACTOR** shall be liable in case of theft, robbery or any loss to **PAGCOR** caused by the **CONTRACTOR's** personnel. The **CONTRACTOR** hereby agrees to replace, repair or restitute any loss involving its employees.

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
OTHERS**

1. This Service Contract constitutes the entire agreement between the **PARTIES** pertaining to the Services and supersedes all prior and contemporaneous agreements, representations, warranties and understandings of the **PARTIES**. No supplement, variation or amendment of this Service Contract shall be binding unless executed in writing by both **PARTIES**. No waiver of any of the provisions of this Service Contract shall be deemed, or shall constitute, a waiver of any other provision, whether similar or not similar, nor shall any waiver constitute a continuing waiver unless executed in writing and signed by the **PARTY** making the waiver.

2. This Service Contract is of a personal nature and compliance thereof may not be assigned or subcontracted to another.

3. 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.

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

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: 102-017-029-000

**AUTOMATION SPECIALIST
AND POWER EXPONENTS,
INC.**

TIN: 000-108-438-000

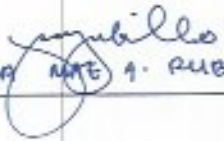
Represented by:



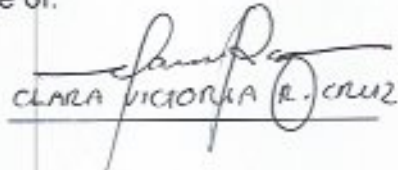
JENIELYN B. RAPOSA
Senior Manager

TIN: 244-730-409-000

Signed in the presence of:



PAMELA MARIE A. RUBILLOS



CLARA VICTORIA R. CRUZ



ACKNOWLEDGMENT

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


01 MAR 2021

BEFORE ME, this _____ in MANDALUYONG CITY personally appeared the following persons, each of whom exhibited his/her competent evidence of identity, to wit:

NAME	Government ID No.
MA. CONSOLACION A. PASION	SSS ID NO.03-9772404-4
JENIELYN B. RAPOSA	SSS ID NO.33-6624487-9

and presented to me an integrally complete Service Contract consisting of seven (7) pages, including this page, duly signed by the **PARTIES** and their instrumental witnesses, for acknowledgment. They all represented and declared to me that they freely and voluntarily affixed their signatures on this Service Contract and they have the authority to sign in their respective capacities.

Doc. No. 379
Page No. 69
Book No. 1001
Series of 2021.


ATTY. GABRIEL P. CORTON
Notary Public
COMMISSION'S EXPIRES UNTIL JUNE 30, 2021
ROLL OF ATTORNEYS NO. 58533/MAND. CITY
IBP LIFETIME MEMBER NO. 015493/11/25/16. RSM
NOTARIAL COMMISSION NO. 0380-18/MAND. CITY
PTR NO. 4580085 JAN. 1, 2021
MCLE COMPLIANCE NO. VI-002048, 03/13/19 PASIG CITY
3F CSV Properties Bldg., 325 Maysilo Circle, Brgy. Plainview
Mandaluyong City