

## SERVICE CONTRACT

### KNOW ALL MEN BY THESE PRESENTS:

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 principal office address at **PAGCOR Executive Office, Fifth (5<sup>th</sup>) Floor, New Coast Hotel Manila, 1588 M.H. Del Pilar Cor. Pedro Gil Streets, Malate, Manila**, represented in this act by its Chairman and Chief Executive Officer, **ALEJANDRO H. TENGCO**, hereinafter referred to as "**PAGCOR**";

- and -

**GENDIESEL PHILIPPINES INC.**, a corporation duly organized and existing under the laws of the Republic of the Philippines, with office address at 103 Commerce Road, Phase 2 Laguna Techno Park, Binan Laguna, 4042, represented in this act by its Senior Account Manager, **JERRY V. MATARLO**, duly authorized for this purpose by Secretary's Certificate dated September 23, 2022 and was notarized on September 26, 2022, hereto attached as Annex 'A', hereinafter referred to as the "**CONTRACTOR**".

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

### ANTECEDENTS:

**WHEREAS**, **PAGCOR** has a requirement for Supply, Delivery and Installation of Parts / Necessary Materials and Testing for the Repair Services of Defective Basler AVR for Generator Set 250KVA (Detroit Genset) at **PAGCOR Imus Complex** under ITB No. DC22-09-007COR (Project), which was approved by the previous **PAGCOR** Board of Directors and included in the 2022 Annual Procurement Plan (APP);

**WHEREAS**, **PAGCOR** conducted a Direct Contracting, in accordance with Republic Act No. 9184 (Government Procurement Reform Act) and its 2016 Revised Implementing Rules and Regulation (IRR) on October 13, 2022 for the procurement of the Project;

**WHEREAS**, the **CONTRACTOR** has submitted the Single Calculated and Responsive Quotation (SCRQ) for the Project;

**WHEREAS**, considering that all the requisites were met, **PAGCOR** has accepted the bid of the **CONTRACTOR**;

**WHEREAS**, the Senior Vice President of the Office of the President and Chief Operating Officer (COO), duly delegated on December 27, 2022, approved the award of the contract to the **CONTRACTOR**;

**WHEREAS**, the contract for the Project was finalized during the incumbency of the new **PAGCOR** Board of Directors, hence, the same shall be signed by the new Chairman and Chief Executive Officer;

SERVICE CONTRACT - GENDIESEL PHILIPPINES INC.

Supply, Delivery and Installation of Parts / Necessary Materials and Testing for the Repair Services of Defective Basler AVR for Generator Set 250KVA (Detroit Genset) at **PAGCOR Imus Complex** under ITB No. DC22-09-007COR

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


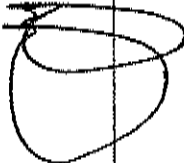
**ARTICLE I**  
**SCOPE OF UNDERTAKING**

The **CONTRACTOR** shall undertake to provide the Services, in accordance with the following Technical Specifications:

Quantity/ Unit of Measurement (UOM)	Technical Description																																													
One (1) Lot	<p>Supply, Delivery and Installation of Parts/Necessary Materials and Testing for the Repair Services of Defective Basler AVR for 250 KVA Generator Set (Detroit Genset) at <u>Pagcor Imus Warehouse</u>.</p> <p><b>I. SE350 Basler AVR :</b> <b>Marathon SE350 Voltage Regulator</b></p> <table border="1" style="width: 100%;"> <tr> <td>Sensing &amp; Power Input</td> <td>:</td> <td>190-240 Vac</td> </tr> <tr> <td>Burden</td> <td>:</td> <td>500VA</td> </tr> <tr> <td>Output Power – Continuous</td> <td>– :</td> <td>73 Vdc at 3.5 Adc (255w)</td> </tr> <tr> <td>Output Power – Forcing (240 Vac Input Power)</td> <td>:</td> <td>105 Vdc at 5 Adc (525w)</td> </tr> <tr> <td>Regulation</td> <td>:</td> <td>1.0%</td> </tr> <tr> <td>Remote Voltage Adjustment Range</td> <td>:</td> <td>2000 ohm ± 10% with 2000 ohm rheostat ±5% with 1000 ohm rheostat</td> </tr> </table> <table border="1" style="width: 100%;"> <tr> <td>Frequency Compensation</td> <td>:</td> <td>Adjustable</td> </tr> <tr> <td>Roll Off Frequency</td> <td>:</td> <td>54-61 Hz for 60 Hz 45-51 Hz for 50 Hz</td> </tr> <tr> <td>Operation Weight</td> <td>:</td> <td>6.5 oz</td> </tr> <tr> <td>Operating Temperature</td> <td>:</td> <td>40°C to +60°C</td> </tr> <tr> <td>Storage Temperature</td> <td>:</td> <td>-65°C to +85°C</td> </tr> <tr> <td>Power Dissipation</td> <td>:</td> <td>8 Watts max.</td> </tr> <tr> <td>Size</td> <td>:</td> <td>3.94" L X 2.66" W x 2.20 H</td> </tr> <tr> <td>Voltage Build-up</td> <td>:</td> <td>Internal provision for automatic voltage build up from generator residual voltage as low as 10 Vac</td> </tr> <tr> <td>EMI Suppression</td> <td>:</td> <td>Internal Electromagnetic Interference Filter (EMI Filter)</td> </tr> </table>	Sensing & Power Input	:	190-240 Vac	Burden	:	500VA	Output Power – Continuous	– :	73 Vdc at 3.5 Adc (255w)	Output Power – Forcing (240 Vac Input Power)	:	105 Vdc at 5 Adc (525w)	Regulation	:	1.0%	Remote Voltage Adjustment Range	:	2000 ohm ± 10% with 2000 ohm rheostat ±5% with 1000 ohm rheostat	Frequency Compensation	:	Adjustable	Roll Off Frequency	:	54-61 Hz for 60 Hz 45-51 Hz for 50 Hz	Operation Weight	:	6.5 oz	Operating Temperature	:	40°C to +60°C	Storage Temperature	:	-65°C to +85°C	Power Dissipation	:	8 Watts max.	Size	:	3.94" L X 2.66" W x 2.20 H	Voltage Build-up	:	Internal provision for automatic voltage build up from generator residual voltage as low as 10 Vac	EMI Suppression	:	Internal Electromagnetic Interference Filter (EMI Filter)
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SERVICE CONTRACT – GENDIESEL PHILIPPINES INC.

Supply, Delivery and Installation of Parts / Necessary Materials and Testing for the Repair Services of Defective Basler AVR for Generator Set 250KVA (Detroit Genset) at PAGCOR Imus Complex under ITB No. DC22-09-007COR

I.	SPECIFIC TERMS AND CONDITIONS
	<ol style="list-style-type: none"> <li>1. The project must be completed within Fifteen (15) calendar days after receipt of Notice to Proceed.</li> <li>2. Parts to be supplied and installed must be brand new and free from defects and must conform to the specifications.</li> <li>3. The Supplier shall provide warranty on parts and service free of charge upon issuance of Certificate of Acceptance by PAGCOR which includes the following; <ul style="list-style-type: none"> <li>• Replacement of Electrical Parts shall be within three (3) months warranty against defects in material.</li> <li>• The Supplier shall conduct yearly preventive maintenance within the warranty period with separate Charge and Quotation for maintenance service.</li> <li>• In case of maintenance during warranty there will be no service unit provided.</li> </ul> </li> <li>4. Prohibitions: <ul style="list-style-type: none"> <li>• Smoking shall not be allowed within building work and storage areas.</li> <li>• Drinking of liquor shall not be allowed within the site.</li> <li>• Workers at not allowed to eat within the project work area.</li> </ul> </li> <li>5. Supplier is required to provide its workers with proper Personal Protective Equipment (PPE) when performing tasks.</li> <li>6. All workers at the job site shall wear field uniform indicating the Supplier's company name and valid ID.</li> <li>7. All materials and equipment for this project should be stored in proper manner and should be piled away from routeways, stairways, passageways and all access ways shall be kept free from construction materials obstructions at all times.</li> <li>8. The Supplier shall thoroughly clean the generator unit including all areas affected by the repair of said equipment.</li> <li>9. The work shall be executed in a workmanlike manner and in accordance with the best practices employed in modern installation.</li> </ol> <p>The Supplier shall be responsible for all injury to persons and damage to PAGCOR and other property caused by the execution of the works.</p>
	<p><b>II. SCOPE OF WORKS:</b></p> <ol style="list-style-type: none"> <li>1. The Supplier shall furnish all materials, tools and labor necessary for the complete supply, delivery, installation, testing, and commissioning of Basler AVR intended for 250 KVA generator unit at PAGCOR Imus Warehouse.</li> <li>2. After installation of the Basler AVR. The supplier shall perform testing and commissioning of the newly installed parts of generator unit.</li> </ol>

**SERVICE CONTRACT – GENDIESEL PHILIPPINES INC.**

Supply, Delivery and Installation of Parts / Necessary Materials and Testing for the Repair Services of Defective Basler AVR for Generator Set 250KVA (Detroit Genset) at PAGCOR Imus Complex under ITB No. DC22-09-007COR





	<p>3. The test run shall last atleast 15 minutes with or without load prior to acceptance.</p> <p>4. Re-check the generator set like; alternator status, engine unit, oil &amp; fuel filter and other mechanical parts to ensure that the generator unit is in good condition after the repair.</p>
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III.	<p><b>INSPECTION/TEST NECESSARY PRIOR TO ACCEPTANCE:</b></p> <p>Project-In-Charge and representative of PAGCOR Imus Warehouse Admin personnel shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Procuring Entity.</p>
IV.	<p><b>PROJECT SITE / DELIVERY SITE:</b></p> <p>PAGCOR Imus Warehouse (Facilities Management &amp; Engineering Department Building) # 363 General Yengco Street Barangay Bayan Luma VI, City of Imus, Cavite</p>

If there is any conflict between the provisions of this Contract and the duly accomplished Technical Specifications, the latter shall prevail.

**ARTICLE II**  
**CONTRACT AMOUNT**

The total Contract Price shall be in the total amount of **Eighty Thousand Pesos (PhP80,000.00)**, VAT-Exclusive, Zero-Rated Transaction, and which shall be subject to the mandated withholding tax.

PAGCOR shall pay the **CONTRACTOR** in the total amount of **Eighty Thousand Pesos (PhP80,000.00)**, VAT-Exclusive, Zero-Rated Transaction, based on the following schedule:

<p>99% of the costs of the items delivered subject to PAGCOR's acceptance [issuance of the Inspection and Acceptance Report (IAR)] in writing of the items prescribed in the PO, detailed as follows:</p>	<p>Ninety-Nine Percent (99%)</p> <p><b>Seventy-Nine Thousand Two Hundred Pesos (PhP79,200.00)</b></p>
<p>1% of the retention of the items delivered to be paid after one (1) year from the formal acceptance (issuance of the IAR), if and when no patent and latent defects are noted (issuance of a Certificate of No Patent and Latent Defects), detailed as follows:</p>	<p>One Percent (1%)</p> <p><b>Eight Hundred Pesos (PhP800.00)</b></p>

OR

SERVICE CONTRACT – GENDIESEL PHILIPPINES INC.

Supply, Delivery and Installation of Parts / Necessary Materials and Testing for the Repair Services of Defective Basler AVR for Generator Set 250KVA (Detroit Genset) at PAGCOR Imus Complex under ITB No. DC22-09-007COR

100% of the costs of the items delivered provided that the goods supplied are free from patent and latent defects and all conditions imposed under the contract have been fully met; subject to **PAGCOR's** acceptance (issuance of the IAR) in writing of the items described in this Contract and upon submission of a Special Bank Guarantee equivalent to at least one percent (1%) of the total contract price valid for one (1) year from issuance of the IAR.

One Hundred Percent  
(100%)

**Eighty Thousand Pesos  
(PhP80,000.00)**

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

Both parties agree that the total price stated herein includes all applicable taxes, fees and charges required by the Government.

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 Contract.

### **ARTICLE III** **CONTRACT TERM**

This Contract shall commence within fifteen (15) calendar days from the date of receipt of the Notice to Proceed. If during contract implementation, the contract amount stipulated herein would have been consumed, no further delivery service shall be done. **PAGCOR** shall not be liable and cannot be made to pay any amount in excess of the contract amount or charges incurred after the lapse of the contract period.

During this period, **PAGCOR** may terminate this Contract with or without cause, without incurring any liability whatsoever, and without need of judicial intervention, upon thirty (30) days written notice to the **CONTRACTOR**.

### **ARTICLE IV** **WARRANTIES and RESPONSIBILITIES**

The **CONTRACTOR** hereby warrants and represents 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 Contract.
2. It has secured all the necessary government licenses and permits to allow it to supply the service 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 supplying the said services.
3. It has good title and/or full authority to supply the Services in this Contract, and that the Services is supplied free and clear of all liens, encumbrances, liabilities and adverse claims, of every nature and description.
4. The obligation for the warranty shall be covered by a retention money equivalent to one percent (1%) of every progress payment

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4. There are no actions, suits or proceedings pending or, to the best of its knowledge, 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.

#### **ARTICLE V** **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 and in cases arising after or by reason of the declaration of nullity of this Contract in its entirety or in part.

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

#### **ARTICLE VI** **DAMAGES FOR DELAY**

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

Should the **CONTRACTOR** 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 **CONTRACTOR** 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 **CONTRACTOR** or deducted from any money due or which may become due to the **CONTRACTOR**, or collected from any applicable securities or warranties posted by the **CONTRACTOR**.

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.



**ARTICLE VII  
DEFAULTS**

In the event that any of the parties fail to comply in good faith with their undertakings, as set forth in this Contract, within the periods provided herein, the non-defaulting party shall be released from its obligations hereunder, 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 VIII  
INDEMNIFICATION**

The **CONTRACTOR** hereby holds **PAGCOR**, its guests, corporate affiliates, and any of its 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 **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.

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 person, 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.

The **CONTRACTOR** shall be liable in case of theft, robbery or any loss to **PAGCOR** as a result of the Services provided by the **CONTRACTOR**. The **CONTRACTOR** hereby agrees to replace, repair or retribute any loss involving its Services.

**ARTICLE IX  
TAXES AND LICENSES**

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

The **CONTRACTOR** shall pay 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**.

SERVICE CONTRACT – GENDIESEL PHILIPPINES INC.

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**ARTICLE X**  
**NO EMPLOYER-EMPLOYEE RELATIONSHIP**

There shall be no employer-employee relationship between **PAGCOR** and the employees of the **CONTRACTOR**. The **CONTRACTOR** shall have 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 damage, 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 Contract shall be the **CONTRACTOR**'s sole responsibility

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

**ARTICLE XI**  
**CONFIDENTIALITY**

All information disclosed to the **CONTRACTOR**, its directors, officers, employees, or any other person acting on the **CONTRACTOR**'s behalf, arising out of or as a result of this Service Contract shall be confidential in nature and shall remain **PAGCOR** property and shall be used only for the purposes specifically related to this Service Contract. The **CONTRACTOR** will not, at any time, disclose such confidential information to any third party without **PAGCOR**'s prior written consent.

In the event that the **CONTRACTOR**, its directors, officers, employees, security guards, agents, or any other person acting on the **CONTRACTOR**'s behalf, is required by law to disclose any information known to the **CONTRACTOR** as a result of this Service Contract, the **CONTRACTOR** will provide **PAGCOR** with prompt prior written notice of such requirement so that **PAGCOR** may seek an appropriate protective order/measure. In the event that **PAGCOR** fails to secure the appropriate order/measure, the **CONTRACTOR** shall disclose only that portion of the Confidential Information it is legally compelled to disclose.

The **CONTRACTOR** acknowledges and agrees that money damages would not be a sufficient remedy for any breach of this Confidentiality Clause by the **CONTRACTOR**, its directors, officers, employees, agents, or any other person acting on the **CONTRACTOR**'s behalf, and that **PAGCOR** shall be entitled to specific performance, including injunctive relief, as a remedy for any breach. Such remedy shall not be deemed to be the exclusive remedy for breach of this Confidentiality Clause but shall be in addition to all other remedies available at law or equity. The **CONTRACTOR** agrees to reimburse **PAGCOR** for all costs and expenses (including without limitations attorney's fees) incurred by **PAGCOR** in connection with the enforcement of this Confidentiality Clause.

**ARTICLE XII**  
**MISCELLANEOUS PROVISIONS**

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



2. 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.
3. This Contract, and the interests herein, may not be assigned or subcontracted to another without prior consent of the other party.
4. 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.
5. 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.
6. 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.
7. 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.


**IN WITNESS WHEREOF**, the parties hereto have signed these presents on this \_\_\_\_\_ day of \_\_\_\_\_, 2023 at the City of Manila, Philippines.


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

**GENDIESEL PHILIPPINES, INC.**  
 TIN: 000-120-669

Represented by:

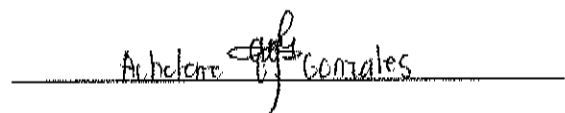
Represented by:

  
**ALEJANDRO H. TENGCO**  
 Chairman and Chief Executive Officer  
 TIN: 144-275-668-000

  
**JERRY V. MATARLO**  
 Senior Account manager  
 TIN: 100-216-569

Signed in the presence of:

  
**CARLOS ROBERTO D. NEYRA, IV**  
 SENIOR PROCUREMENT OFFICER

  
 Arbelone J. Gonzales

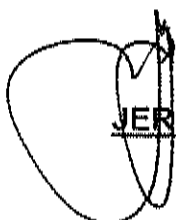


ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)  
PROVINCE OF LAGUNA ) S.S.  
CITY OF STA. ROSA

PROVINCE OF LAGUNA

BEFORE ME, a Notary Public for and in City of CITY OF STA. ROSA, Philippines, this  
FEB 23 2023 day of \_\_\_\_\_, 2023, personally appeared:



NAME

JERRY V. MATARLO

Government ID No.

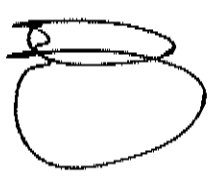
Passport # P915578916B  
Issue Date: 8 April 2022  
Place of Issue: Manila  
Valid Until: 7 April 2032

Known to me to be the same person who executed the foregoing Service Contract consisting of eleven (11) pages, including the page where the acknowledgment is written and acknowledged before me that the same is his free and voluntary act and deed of the entity he represents, being duly authorized for such purpose.

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

Doc No. 193 ;  
Page No. 40 ;  
Book No. 1K ;  
Series of 2023.

**ATTY. MA. FATIMA UNGSON-LIU**  
Unit 109 Humana Wellness Ctr. Sta. Rosa, Laguna  
NOTARY PUBLIC for the City of Sta. Rosa, Laguna  
Until December 31, 2023  
Roll No. 46386, MCLE No. VII-0019103 / May 25, 2022  
IBP Lifetime Reg. No. 03411  
TIN No. 172-447-973  
PTR No. 4568757/1-3-2023/Sta. Rosa, Laguna



**ACKNOWLEDGEMENT**

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

BEFORE ME, a Notary Public for and in City of Manila, Philippines, this 9 APR 2023 day  
of \_\_\_\_\_, 2023, personally appeared:

NAME	Government ID Presented
ALEJANDRO H. TENGCO	Type of Government ID: Passport Passport No. P0803246C Date Issued: July 5, 2022 Valid Until: July 4, 2032 Issuing Authority: DFA Manila

Known to me to be the same person who executed the foregoing Service Contract consisting of eleven (11) pages, including the page where the acknowledgment is written and acknowledged before me that the same is his free and voluntary act and deed of the entity he represents, being duly authorized for such purpose.

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

Doc No. 32  
Page No. 8  
Book No. I  
Series of 2023.

*K. Briones*  
 ATTY. KAREN AT BRIONES  
 NOTARY PUBLIC  
 FOR AND IN THE CITY OF MANILA  
 6TH FLR, NEW COAST HOTEL, MANILA & CASINO  
 1585 M.H. DEL PILAR ST. MALATE, MANILA  
 (Comm. No. 2023-123 / Valid Until 12-31-2024, Manila  
 PTR No. 0573618 / Valid Until 12-31-2023, Manila  
 Roll No. 89497 / HRP License No. 17319 / Manila IV Chapter  
 MCLR Compliance No. VII-0885640 / Valid Until 4-14-2022

**SERVICE CONTRACT – GENDIESEL PHILIPPINES INC.**

Supply, Delivery and Installation of Parts / Necessary Materials and Testing for the Repair Services of Defective Basler AVR for  
Generator Set 250KVA (Detroit Genset) at PAGCOR Imus Complex under ITB No. DC22-09-007COR

**SECRETARY'S CERTIFICATE**

KNOW ALL MEN BY THESE PRESENTS:

I, **DONATO T. FAYLONA**, Filipino, of legal age, and with office address at 1909 Cityland Condominium 10, Tower 1, 6815 Ayala Avenue corner H.V. De la Costa Street, Makati City, subscribing under oath deposes and states:

That I am the Corporate Secretary of **GENDIESEL PHILIPPINES INC.** a domestic corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal office and business address at 103 Commerce Road, Phase 2, Laguna Technopark, Biñan, Laguna 4024, Philippines.

In a special meeting of the Board of Directors of said Corporation held at the principal office, the following resolution was approved and adopted, to wit:

**RESOLUTION NO. 2022-083**

**"RESOLVED**, that Mr. Modesto M. Rivadenera Jr. - Manager, Parts and Service Sales and/or Mr. Jerry V. Matarlo - Sr. Account Manager and/or Mr. Emerlito L. Rejano - Sr. Account Manager are hereby authorized to act and represent Gendiesel Philippines Inc. (the "Corporation") with **Philippine Amusement and Gaming Corporation;**

**RESOLVED FURTHER**, that Mr. Modesto M. Rivadenera Jr. and/or Mr. Jerry V. Matarlo and/or Mr. Emerlito L. Rejano are hereby authorized to sign, execute, enter into, endorse, contracts, papers, instruments, effect and related documents in behalf of the Corporation with **Philippine Amusement and Gaming Corporation."**

The above resolution is in accordance with the records of the Corporation in my possession.

**IN WITNESS WHEREOF**, I have hereunto affixed my signature this 23<sup>rd</sup> day of September 2022 at Makati City.

  
**DONATO T. FAYLONA**  
Corporate Secretary

