



Philippine Amusement and Gaming Corporation
A Sure Bet for Progress in Gaming, Entertainment and Nation Building

1853

PURCHASE ORDER

F.O. No.

120

Page # 2

Supplier : TRENDS TRENDS & TECHNOLOGIES, INC.

SEQ.# 1

Address : 6/F TRAFALGAR PLAZA, 105 HV DELA COSTA ST, SALCEDO VILLAGE, MAKATI CIT

PO Date : 30 MAY 2012

TIN : 002-035-961-000

ITB Number : 02-16-2012

VAT : All Items are VAT Exclusive / Zero Rated

Buyer Code : SCN

TERMS AND CONDITIONS OF PURCHASE

- > Delivery must be in accordance with the date specified in the Notice to Proceed.
- > 1/10 of 1% of the amount of the goods not delivered on the stipulated date will be deducted from the total amount involved for each day of delayed delivery.
- > Items delivered are subject to inspection and acceptance by Property Management Unit.
- > Please attach original copy of Sales Invoice, Delivery Receipt, Warranty Certificate and Purchase Order upon delivery.

"This is to certify that the procurement for the items contained in this Purchase Order is in accordance with Republic Act No. 9184, its Implementing Rules and Regulations and other applicable laws".

- ! ! Limited Source Bidding (Selective Bidding) ! ! Public Bidding
- ! ! Direct Contracting (Single Source Procurement) ! ! Negotiated Procurement ! ! Shopping

WILFREDO D. AGUILAR
 Signature Over Printed Name of Supplier

Recommended by:

Jorge V. Sarmiento
 JORGE V. SARMIENTO
 PRESIDENT AND COO

: Funds Available

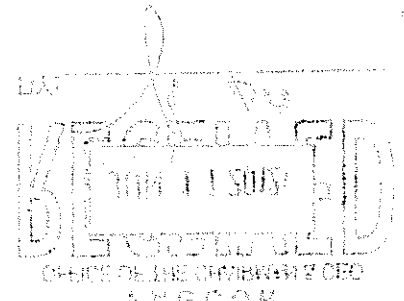
VIDAL F. CABIGON JR.

: AVP/SA Acctg Dept/Section:

: Budget Authorization No. 12062264 Amount 1/40,000

Approved By:

Cristino L. Maguiat, Jr.
 CRISTINO L. MAGUIAT, JR.
 CHAIRMAN AND CEO





Philippine Amusement and Gaming Corporation
A Sure Bet for Progress in Gaming, Entertainment and Nation Building

PURCHASE ORDER

Page # 1

Supplier : TRENDS TRENDS & TECHNOLOGIES, INC.

Address : 6/F TRAFALGAR FLAZA, 105 HV DELA COSTA ST, SALCEDO VILLAGE, MAKATI CIT

TIN : 002-035-961-000

VAT : All Items are VAT Exclusive / Zero Rated

P.O. No. 120

SEQ.# 1

PO Date : 30 MAY 2012

ITB Number : 02-16-2012

Buyer Code : SCN *[Signature]*

Gentlemen :

Please furnish this Office the following articles subject to the terms and conditions contained herein;

Place of Delivery : PAGCOR IMLS WAREHOUSE

Payment Term : PER ANNEX A

Itemcode :	Description	Quantity	Unit	Unit Cost	Amount
FMDH60301 1 205309011	INFORMATION TECHNOLOGY DEPT. OTH COMP REL ITEMS ROUTER CISCO 3945 UC SEC. BUNDLE FVDMS-64, UC & SEC LICENSE P	1.00		650,093.00	650,093.00
FMDH60302 2 205309076	INFORMATION TECHNOLOGY DEPT. OTH COMP REL ITEMS CATALYST SWITCHES CATALYST 3750 24 10/100/1000 + 4 SFP + IPR IMAGE, 1RU	1.00		214,450.00	214,450.00
FMDH60300 3 205309076	INFORMATION TECHNOLOGY DEPT. OTH COMP REL ITEMS CATALYST SWITCHES	3.00		91,819.00	275,457.00

- - - N O T H I N G F O L L O W S - - -

Attachment: BUDGET, RV, CASF, AWARD OF CONTRACT, NOTICE OF AWARD, ABSTRACT

Remarks :

Total Amount in Words: ONE MILLION ONE HUNDRED FORTY THOUSAND PESOS ONLY

SUB-TOTAL :	1,140,000.00
TOTAL :	1,140,000.00
LESS DISCOUNT :	
CHARGE :	
GRAND TOTAL :	1,140,000.00

Purchase Order No. 120
Annex A – Terms and Conditions

1. The total price stated in the PO already includes all applicable taxes, fees and charges required by the government. **TRENDS AND TECHNOLOGIES, INC.** holds PAGCOR free from liability for any or all taxes arising out of this transaction.

The prices herein agreed shall not be subject to any increase or upward adjustment for any reason or cause whatsoever.

2. **TRENDS AND TECHNOLOGIES, INC.** shall complete the *supply and delivery* of the goods within the time prescribed in the PO. Should **TRENDS AND TECHNOLOGIES, INC.** incur delay in its performance, it shall pay liquidated damages in the amount of at least one-tenth of one percent (1/10 of 1%) of the total cost of the unperformed portion for each day of delay. 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 contract, PAGCOR shall have the option to rescind the contract, without prejudice to other courses of action and remedies open to it.

In case **TRENDS AND TECHNOLOGIES, INC.** still fails to deliver the item after the lapse of thirty (30) calendar days from the supposed date of delivery, in addition to the forfeiture of the performance security and the penalties agreed upon, PAGCOR shall have the option to terminate the purchase.

3. In the event that **TRENDS AND TECHNOLOGIES, INC.** fails to comply with its undertakings under this PO, PAGCOR shall be released from its obligations without prejudice to its rights of restitution, recovery and damages.
4. In the event that the facts and circumstances arise or are discovered which renders this PO disadvantageous to the Government, the parties hereto agree immediately to re-negotiate its terms and conditions, or at the option of PAGCOR terminate the same.
5. No terms or conditions of this PO shall be deemed waived and no breach or default excused unless such waiver or excuse shall be in writing and signed by the party affected.
6. The rights or obligations under this PO are of a personal nature and compliance thereof may not be assigned or subcontracted to another without the written consent of the other party. This PO or any interest in it may not be assigned without the prior written consent of the other party.
7. This PO contains all the covenants and stipulations agreed upon by the parties and shall be modified, revised or amended only upon written agreement of both parties.
8. This PO constitutes the entire contract 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

Page 1 of 9

Annex A Terms and Conditions – Trends and Technologies Inc. (Lot 4)

ITB No: 02-16-2012 / P.O. No. 120

Signature over printed Name of Supplier/ Date

WILFREDO B. AGULLAN 4/19/2012

Handwritten initials and marks at the bottom left of the page.

supplement, variation or amendment of this PO shall be binding UNLESS executed in writing by the parties. No waiver of any of the provisions of this PO 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. No waiver shall be binding UNLESS in writing and signed by the party making the waiver.

9. The relationship between the parties shall be limited to the performance of the terms and conditions of this PO. Nothing herein shall be construed to create a general partnership/agency/employer-employee or any other relationship between the parties, or to authorize any party to bind the other except as set forth in 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.
10. The parties, waiving for this purpose any other venue, hereby agree that the courts of the City of Manila shall be the exclusive venue of any and all actions or suits between the parties relative to this PO, to the exclusion of all other courts and venues. This exclusive venue provision shall apply even in cases for declaration of nullity of this PO in its entirety or in part and in cases arising after or by reason of the declaration of nullity of this PO in its entirety or in part.
11. **TRENDS AND TECHNOLOGIES, INC.** hereby further warrants and represents that:

- a. The goods and specifications shall be described as follows:

DESCRIPTION	QTY.
LOT 4: BRANDED ROUTER AND SWITCH	
Enterprise Core Router	1 unit
• Chassis based modular router 19" rack mountable	
• 4 Service Modular slots that supports Various LAN and WAN interface	
• Minimum system memory of 1GB expandable to 2GB	
• Minimum 512 MB Compact Flash card expandable to 4GB	
• AC power	
• Supports Redundant AC Power Supply	
• Minimum of three (3) 10/100/1000 Mbps	
• Must be capable to handle IP VPN/ DMVPN connection	
• Equipped of IPSec License	
• With QoS	
• With 2 USB port, provide secure token capabilities and storage	
• High availability and resiliency through online insertion and removal support, as well as redundant systems and optional inline power	
• Capable of 982,000 PPS throughput	
• Embedded hardware-based cryptography acceleration (IPSec + Secure Sockets Layer [SSL])	
• Supports advance routing protocols such as OSPF and RIPv2 or similar technology	
• Support various major WAN protocols/ Interface: Serial Interface, Sync/ Asynchronous, ISDN, ATM, Fractional T1/E1, ADSL, T3/E3	

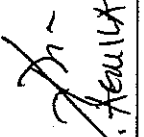
WILFREDO P. AGULLANA 6/19/2012
 Signature over printed Name of Supplier / Date

6
 M My

WILFREDO P. AGUILAR 6/19/2012
 Signature over printed Name of Supplier / Date

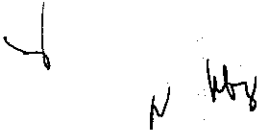
<ul style="list-style-type: none"> • Support various Voice Interface Module such as FXO, FXS, DID, E&M and E1 Voice Module • Supports QOS, software firewall base, IPS, URL Filtering, and VPN • Support Wireless LAN Module and Wireless WAN 3G Module • Support various Unified Communication Features such as: <ul style="list-style-type: none"> ➢ provides a broad range of IP private-branch-exchange (PBX) and key-system features integrated into the router for the small and midsize branch office ➢ solution for voicemail, Automated Attendant, and interactive voice response (IVR) 	
MDF Switch / CORE Switch	1 unit
<ul style="list-style-type: none"> • 24 Ethernet 10/100/1000 usable ports and 4 One Gigabit Ethernet SFP ports • 32-Gbps, high-speed stacking bus • Up to 9 units can be stacked together • 1:N master redundancy allows each stack member to serve as a master, providing the highest reliability for forwarding • Stack-forwarding rate of 38.7 mpps for 64-byte packets • 32-Gbps switching fabric • Enterprise Access layer 3 switch • 128 MB DRAM and 32 MB Flash memory • 12,000 MAC addresses and 20,000 unicast routes • 1000 IGMP groups and multicast routes • Configurable maximum transmission unit (MTU) of up to 9000 bytes • 1005 VLANs • Supports redundant external power supply 	
FEATURES:	
<ul style="list-style-type: none"> • SNMPv3 with 3DES • DHCP Option 12: Hostname • Troubleshooting Advisor • Error Disable MIB • SPAN and RSPAN • IP SLA Responder • SNMPv3 cryptography • Layer 2-4 ACLs (port-, time-, and DSCP-based) • VLAN Access Control Lists (VACL) and Router based Access List (RACL) • PVLAN, Dynamic ARP Inspection (DAI), and IP Source Guard (IPSG) interoperability 802.1x <ul style="list-style-type: none"> ➢ 802.1x Accounting and MIB, 802.1x with port security, 802.1x with voice VLAN, 802.1x Guest VLAN, 802.1x VLAN Assignment, 802.1x Auth-Fail VLAN, 802.1x MAC-Auth Bypass, 802.1x AAA Fail Open, 802.1x Wake-on-LAN and 802.1x Multi-Domain Auth, 802.1x Switch Supplicant, 802.1x Over Trunk Port, 802.1x with Open Access, 802.1x Multi-Authentication and 802.1x MAB with Voice VLA • Flexible Authentication • Storm control and block unknown unicast and multicast • VTPv2 and v3 	

Handwritten marks and signatures at the bottom left of the page.


 WILFREDO D. ACUÑA 6/14/2012

Signature over/printed Name of Supplier / Date

<ul style="list-style-type: none"> • 802.1w Multiple Spanning Tree Protocol (MSTP), 802.1s Rapid Spanning Tree Protocol (RSTP) and Per-VLAN Rapid Spanning Tree (PVRST+) 		
<ul style="list-style-type: none"> • Port Fast and Uplink Fast 		
<ul style="list-style-type: none"> • Bridge Protocol Data Unit BPDU 		
<ul style="list-style-type: none"> • Link-state tracking 		
<ul style="list-style-type: none"> • RIP and PIM (Protocol-Independent Multicast) Stub 		
<ul style="list-style-type: none"> • IPv6 ACL or QoS 		
<ul style="list-style-type: none"> • RIPng and static IPv6 routes 		
<ul style="list-style-type: none"> • Port CoS Trust and Override 		
<ul style="list-style-type: none"> • Priority Queuing and Configure CoS priority queues 		
<ul style="list-style-type: none"> • DSCP transparency 		
<ul style="list-style-type: none"> • Weighted Tail Drop 		
<ul style="list-style-type: none"> • ACL classification 		
<ul style="list-style-type: none"> • Ingress policing 		
<ul style="list-style-type: none"> • AutoQoS, Configure queue weights, Configure buffers and thresholds 		
<ul style="list-style-type: none"> • Modify CoS and DSCP mapping 		
<ul style="list-style-type: none"> • Per-VLAN policy 		
<ul style="list-style-type: none"> • IGMP snooping and IGMP filter and throttle 		
<ul style="list-style-type: none"> • IPv6 host and management and IPv6 MLD snooping 		
<ul style="list-style-type: none"> • Multicast VLAN Registration 		
<ul style="list-style-type: none"> • IGMP proxy 		
<ul style="list-style-type: none"> • Must have a feature that helps reduce greenhouse gas emissions and optimize operational cost by measuring, reporting, and reducing energy consumption across the entire corporate infrastructure. 		
<ul style="list-style-type: none"> • Must have bundled GUI Network Management software features include Configuration management, Inventory reports, Event notification, Task-based menu, File management and Drag-and-drop Software upgrade 		
Network Switch - 24 Ports		3 units
<ul style="list-style-type: none"> • 24 Ethernet 10/100/1000 usable ports and 4 One Gigabit Ethernet SFP ports 		
<ul style="list-style-type: none"> • 88 Gbps forwarding bandwidth 		
<ul style="list-style-type: none"> • 176 Gbps switching bandwidth 		
<ul style="list-style-type: none"> • 64 MB flash memory 		
<ul style="list-style-type: none"> • 128 MB DRAM 		
<ul style="list-style-type: none"> • Minimum of 255 VLANs 		
<ul style="list-style-type: none"> • Minimum of 4000 VLAN IDs 		
<ul style="list-style-type: none"> • Minimum of 9000 bytes MTU 		
<ul style="list-style-type: none"> • supports stacking (though additional hot swap stacking module) 		
<ul style="list-style-type: none"> • supports external redundant power supply 		
<ul style="list-style-type: none"> • SB storage interface for file backup, distribution, and simplified operations 		
FEATURES:		
<ul style="list-style-type: none"> • SNMPv3 with 3DES 		
<ul style="list-style-type: none"> • DHCP Option 12: Hostname 		
<ul style="list-style-type: none"> • Troubleshooting Advisor 		



Handwritten signature
 WILFRED D. ABULETE/DA

Signature over printed Name of Supplier / Date

• Error Disable MIB	
• SPAN and RSPAN	
• IP SLA Responder	
• SNMPv3 cryptography	
• Layer 2-4 ACLs (port-, time-, and DSCP-based)	
• 802.1x → 802.1x Accounting and MIB, 802.1x with port security, 802.1x with voice VLAN, 802.1x Guest VLAN, 802.1x VLAN Assignment, 802.1x Auth-Fail VLAN, 802.1x MAC-Auth Bypass, 802.1x AAA Fail Open, 802.1x Wake-on-LAN, 802.1x Multi-Domain Auth, 802.1x Switch Supplicant, 802.1x Over Trunk Port, 802.1x with Open Access and 802.1x Multi-Authentication	
• Web Authentication	
• Storm control and block unknown unicast and multicast	
• VTPv2 and v3	
• 802.1w Multiple Spanning Tree Protocol (MSTP), 802.1s Rapid Spanning Tree Protocol (RSTP) and Per-VLAN Rapid Spanning Tree (PVRST+)	
• Unidirectional Link Detection Protocol (UDLD) and Aggressive UDLD	
• Bridge Protocol Data Unit BPDU	
• Port CoS Trust and Override	
• Priority Queuing and Configure CoS priority queues	
• ACL classification and Ingress policing	
• AutoQoS	
• Modify CoS and DSCP mapping	
• IGMP snooping and IGMP filter and throttle	
• IPv6 host and management and IPv6 MLD snooping	
• Multicast VLAN Registration	
• Must have a feature that helps reduce greenhouse gas emissions and optimize operational cost by measuring, reporting, and reducing energy consumption across the entire corporate infrastructure.	
• Must have transparent plug-and-play technology to configure Software image and switch configuration without user intervention.	
• Must have automatic configuration as devices connect to the switch port, allowing auto detection and plug and play of the device onto the network.	
• Must provide a single point of management for a group of switches and in addition adds the ability archive and backup configuration files to a file server or switch allowing seamless zero touch switch replacement.	
• Must have an extensive array of debug diagnostic commands and system health checks within the switch, including Generic Online Diagnostics and Onboard Failure Logging	
• Must have features that ensure that all switches are automatically upgraded when the master switch receives a new software version.	
GENERAL CONDITIONS:	
• Warranty includes the following:	
a) 24x7 available technical support	
b) One (1) hour response time upon receipt of call and Two (2) hours onsite support	

Handwritten marks

c) 24x7 availability of spare parts in case of system malfunction	
• Provision of a Helpdesk Support System to accommodate PAGCOR's technical requests as follows:	
a) Provide ticket for each technical requests or issues; and continuous status and report until the resolution of the problem.	
b) Must be available 24x7 including Saturday, Sunday and Holidays.	
c) Should be available for site visit.	
• Comprehensive local training for at least four (4) technical personnel. Include venue, meals and training materials.	
• Hardware Compatibility List (HCL) drivers compatible to existing operating systems of PAGCOR	

OFFERED:

Cisco 3945 UC Sec. Bundle, PVD3-64, UC and SEC License P	1
AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	1
Console Cable 6 ft. with USB Type A and mini-B	1
Cisco 3925/3945 AC Power Supply	1
1GB DRAM (512MB+512MB) for Cisco 3925/3945 ISR (Default)	1
64-channel high-density voice and video DSP module	1
IP Base License for Cisco 3925/3945	1
Security License for Cisco 3900 Series	1
Unified Communication License for Cisco 3900 Series	1
256MB to 512MB CF Upgrade for Cisco 1900, 2900, 3900 ISR	1
Cisco Support	1
Two-slot IP Communications Voice/Fax Network Module	1
Two-Port Voice Interface Card- FXS and DID	2
Network Module Adapter for SM Slot on Cisco 2900, 3900 ISR	1
1-port 10/100 Routed Port HWIC	1
Two 10/100 routed port HWIC	1
2-Port Serial WAN Interface Card	1
V.35 Cable, DTE Male to Smart Serial, 10 Feet	2
Catalyst 3750 24 10/100/1000 + 4 SFP + IPB Image, 1RU	1
AC Power Cord	1
Cisco StackWise 50CM Stacking Cable	1
Cisco Support	1
Catalyst 2960S 24 GigE, 4 x SFP LAN Base	3
AC Power Cord	3
Cisco Support	3

b. It has good title to the goods described in the PO, full authority to sell and transfer the same and that the items are sold free and clear of all liens, encumbrances, liabilities and adverse claims, of every nature and description.

Signature over printed Name of Supplier / Date

MANUEL N. AQUILAL G. / 19/2012

[Handwritten marks]

- c. It will fully defend, protect, indemnify, and hold PAGCOR harmless from any and all adverse claims that may be made by any party for the possession and/or the use of the goods.
- d. The defective items shall be replaced within seven (7) calendar days upon receipt of notice. Failure to replace the same within the same period shall make **TRENDS AND TECHNOLOGIES, INC.** liable for the payment of liquidated damages in the amount of one-tenth of one percent (1/10 of 1%) of the total cost of the unperformed portion for every day of delay.
- e. PAGCOR accepts no liability for the damage of the goods during transit, risk and title will be deemed to have passed to PAGCOR only upon receipt and final acceptance of the Goods.
- f. It shall pay taxes in full and on time, failure to do so will entitle PAGCOR to suspend payment.
- g. Without prejudice to manufacturer's warranty, in order to assure that manufacturing defects shall be corrected by **TRENDS AND TECHNOLOGIES, INC.**, a warranty shall be required from it for a minimum period of one (1) year after performance of the contract.

The obligation for the warranty shall be covered by either Retention Money equivalent to at least ten percent (10%) of every progress payment or a special bank guarantee equivalent to at least ten percent (10%) of the total contract price.

The said amounts shall only be released after the lapse of the warranty period provided, however that the goods supplied are free from patent and latent defects and all conditions imposed under the contract have been fully met.

WARRANTY:

- 1. The CONTRACTOR shall provide two (2) hours response time upon receipt of notice within the warranty period.
- 2. The CONTRACTOR shall provide 24x7 phone supports/web-based help during the warranty period.
- 3. The CONTRACTOR shall provide a service unit within 24 hours from receipt of notice for every unit that is to be pulled-out for repairs during the one (1) year warranty period. The unit/s shall be picked-up/delivered where it is located. Failure of the CONTRACTOR to comply within the same period shall make the CONTRACTOR liable for a penalty of one-tenth of one percent (1/10 of 1%) of the total cost of the undelivered item for each day of delay, including Sundays and Holidays (as applicable).
- g. In addition, the goods shall have a warranty stated below from the date of acceptance, without prejudice to manufacturer's warranty.

DESCRIPTION	WARRANTY
Lot 4: Branded Router and Switch	One (1) year (on-site, parts &

WILFREDO N. AGUILAR 6/14/2012
 Signature over printed Name of Supplier / Date

[Handwritten marks]

	labor) after acceptance by PAGCOR of the delivered Goods.
--	--

h. **TRENDS AND TECHNOLOGIES, INC.** shall carry sufficient inventories to assure supply of spares for the goods for a period of five (5) years. Spares shall be supplied within twenty four (24) hours from notice by PAGCOR.

12. Schedule of payment: PAGCOR shall pay the total amount of **ONE MILLION ONE HUNDRED FORTY THOUSAND PESOS (Php1,140,000.00)**, VAT exclusive, zero rated transaction, based on any of the following:

A. 90% of the total contract price upon completion of supply and delivery of the goods subject to PAGCOR's acceptance in writing of the items described in the PO. PhP 1,026,000.00

B. 10% retention of the total amount to be paid after one (1) year from the formal acceptance, if and when no latent defects are noted. PhP 114,000.00

TOTAL **PhP 1,140,000.00**
=====

OR;

100% of total contract price to be paid after performance of the contract, 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 in writing of the items described in the PO and upon submission of a Special Bank Guarantee at least 10% of the total amount valid for one (1) year. PhP 1,140,000.00

13. Performance Security: To guarantee the faithful performance of **TRENDS AND TECHNOLOGIES, INC.**'s obligations under this, it shall post a Performance Security prior to the execution of this PO, in accordance with any of the following schedule:

Form of Security	Amount in Percentage of Total Contract Price
Cash, cashier's/manager's check, bank draft/guarantee confirmed by a Universal or Commercial Bank.	Five Percent (5%) PhP 57,000.00
Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank	

Signature over printed Name of Supplier / Date
 MICHAEL N. AUSTIN 9/19/2012

[Handwritten marks]

Surety Bond (which is acceptable to PAGCOR) callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.	Thirty Percent (30%) PhP 342,000.00
Any combination of the foregoing.	Proportionate to share of form with respect to total amount of security

14. This Annex A, consisting of nine (9) pages, shall form part of PO # 120.

WILFREDO P. REYES *6/19/2012*

Signature over printed Name of Supplier/Date

L

PK