



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

PURCHASE ORDER

Page # 1
 Supplier : COMPUTE COMPUTER SUPPORT CENTER, INC.
 Address : 11/F STRATA 100 BLDG., EMERALD AVE., ORTIGAS CENTER, PASIG CITY
 TIN : 000-286-286-000
 VAT : All Items are VAT Exclusive / Zero Rated

P.O. No. 117
 SEQ.# 1
 PO Date : 24 MAY 2012
 ITB Number : 03-08-2012
 Buyer Code : NYC

Gentlemen :

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

Place of Delivery : BYKES@LANCASTER, MANDALUYONG

Payment Term : PER ANNEX A

Itemcode	Description	Quantity	Unit	Unit Cost	Amount
1	CF-PARAMAQUE ELECTRICAL UPS 200KVA UPS, SODOMEK BRAND DELPHYS GREEN POWER MODEL W/BRAND NEW DESKTOP COMPUTER FOR MONITORING OF UPS	2.00		3,642,666.67	7,285,333.34
2	ELECTRICAL UPS 200KVA UPS, SODOMEK BRAND DELPHYS GREEN POWER MODEL	1.00		3,642,666.66	3,642,666.66

--- NOTHING FOLLOWS ---

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

Remarks :

Total Amount in Words: TEN MILLION NINE HUNDRED TWENTY EIGHT THOUSAND PESOS ONLY

SUB-TOTAL : 10,928,000.00
 TOTAL : 10,928,000.00
 LESS DISCOUNT :
 CHARGE :
 GRAND TOTAL : 10,928,000.00



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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)
- || Direct Contracting (Single Source Procurement)
- || Public Bidding
- || Negotiated Procurement
- || Shopping

Manuel D. Villan
Signature Over Printed Name of Supplier

Recommended by:

Jorge V. Sarmiento
JORGE V. SARMIENTO
PRESIDENT & CEO

: Funds Available

: Budget Authorization No. REF2010001 Amount 10,928,000-

Vidal T. Cabigon Jr.
VIDAL T. CABIGON JR.
AVP/SA Acc/g Dept/Section

Approved By:

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



Annex A – Terms and Conditions
of Purchase Order No. 117

1. The total price stated in the PO already includes all applicable taxes, fees and charges required by the government. **Computer Support Center, 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. **Computer Support Center, Inc.** shall complete the supply, delivery, installation, testing and commissioning of the goods within the time prescribed in the PO. Should **Computer Support Center, Inc.** incur delay in its performance, it shall pay as liquidated damages 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 **Computer Support Center, Inc.** still fails to complete the work 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 **Computer Support Center, 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.

Page 1 of 8 of Annex "A" - Purchase Order: 117

Supply, Delivery, Installation, Testing & Commissioning of Three Units 200kVA UPS with Remote Monitoring System for the Operation of Slot Machine Units at the Bykes@Lancaster –
ITB No. 03-08-2012

Signature over printed Name of Supplier

MARLYNE L. D. VILLAN

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 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. **Computer Support Center, Inc.** hereby further warrants and represents that:
 - a. The goods and specifications shall be described as follows:

Project: **UNINTERRUPTIBLE POWER SUPPLY (UPS)
SLOT MACHINE CENTRALIZED**
Bykes @ Lancaster Arcade, Mandaluyong City

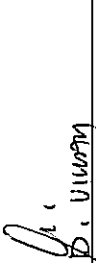
1 – LOT **SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING OF 3-UNITS OF 200kVA (180kW), 90% POWER FACTOR NON-MODULAR TYPE CONTINUOUS DUTY, ON-LINE DOUBLE CONVERSION UNINTERRUPTIBLE POWER SUPPLY UNITS IN N+1 PARALLEL OPERATION WITH PRIMARY VOLTAGE REQUIREMENT OF 380V-400V, 3-PHASE WYE CONNECTED W/ NEUTRAL LINE & 400kVA LOAD-SIDE ISOLATION TRANSFORMER FOR UPS SYSTEM OUTPUT SUPPLY REQUIREMENT OF 220V LINE-TO-LINE CONFIGURATION WITH COMMON BATTERY BANK OF 15-MINUTES BACK-UP TIME AT FULL LOAD CAPACITY OF 360kW W/ REMOTE MONITORING SYSTEM**

Main Specification:

- Continuous duty Non-Modular, On-line double conversion, IGBT Technology

Signature over printed Name of Supplier
 M. RIZAL D. VILLARIN

- In synchronous / shared 50% - 50% loading of full load capacity of 180KW or stand-alone back-up operation
- Downloadable data logger for all parameters (Voltage, Ampere, PF, etc.)
- Minimum system back-up time of 15 minutes at full load capacity of 180KW
- IGBT Technology UPS shall consists but not limited to the following components:
 - Rectifier / Charger (IGBT)
 - Inverter
 - Static Switch
 - Manual bypass
 - Monitoring & control panel
 - Battery management system
 - Capable for parallel and/or N + 1 configuration
- Standard Communication & Management Kit:
 - RS232 / RS485 Interface port & manufacturer's standard
 - Battery Management System
 - Real time calculation of the remaining back-up time
 - Real time measurement battery voltage, current and capacity
 - Periodical battery test for monitoring battery efficiency and for programming preventive or curative maintenance in case of abnormal situations
 - Manages battery charger that responds to the networking temperature to preserve battery lifetime
 - With adaptive algorithm that automatically selects the recharging method according to environmental and battery conditions
- Standard Electrical Kit:
 - Integrated maintenance bypass
 - Double input network
 - Integrated backfeed protection
 - Smart battery recharge temperature dependent
 - Output synchronization
- Standard Mechanical and Environmental Kit:
 - IP 20
 - Battery temperature sensor
 - Cable entrance from underside
 - Anti-dust filter
- **OTHER MAIN REQUIREMENTS:**
 - With factory fitted and same UPS panel housing for isolation transformer
 - Remote Monitoring System w/ Data Logger for two (2) computer stations with all the necessary Software & Hardware to include Data wirings w/ 1-Set Brand New Desktop Computer (Refer to attached PAGCOR provided One-Line Electrical Diagram for other Specifications)
 - W/ the following minimum specifications for Branded Desktop Computer
 - Low-level processor; x86-32 bit; 2 core; 3.10Ghz
 - 4GB DDR3 memory
 - 320GB SATA HDD
 - DVD/RW optical drive
 - Internal all-in-1 card reader
 - LCD monitor, 15.6" (minimum) with LED backlight technology
 - Keyboard, USB
 - Optical mouse, USB
 - Licensed Operating System (Latest Version) compatible to existing OS of PAGCOR


 MACHINEL D. UIRAM
 Signature over printed Name of Supplier

- Include testing of UPS at full load thru battery power for a minimum of fifteen (15) minutes operation and at half-load for a minimum of thirty (30) minutes operation.
- Supplier will cover all necessary wires, cables and conduits (refer to attached PAGCOR provided One-Line Electrical Diagram)

• Technical Data:

Input Parameters	
kVA Rating	200kVA
KW Rating	180kW
Input voltage	380VAC-400VAC / 3-phase w/ neutral line / 60Hz
Voltage Tolerance	+20% at full load / -40% at 50% load
Frequency Tolerance	60Hz +10%
Power Factor	>0.99
Total Harmonic Distortion	<3% without external filter
Output Parameters	
Voltage	230V/3 Phase / 60Hz (220V/1-Phase/Line-to-Line)
Voltage Tolerance	Static load + 1% dynamic load in accordance with VFI-SS-111
Frequency	+ 0.05Hz Variation
Automatic Bypass	Rated Voltage output \pm 15% (configurable with generator 10% - 20%)
Total Harmonic Distortion	<1% with linear load / < 4% with non-linear load
Over load for 10minutes	225kW
Over load for 5 minutes	250kW
Over load for 1 minute	270kW
Overload for 30 seconds	270kW
Crest Factor	3:1
Bypass	Automatic and manual
Efficiency (TUV SUD TESTED)	
Online mode @50% load	- 96%
Online mode @ 75% load	- 96%
Online mode @ 100% load	- 96%
Battery	
Type	Maintenance free, valve regulated sealed lead acid
Recharge time	Less than 5 hours to 90% capacity
Back-up time	System Back-up Time - 15 minutes at full load (360KW)
Compliance	ISO, UL, CE, JIS Certified (Any) or PS mark
Warranty	1 year
Market Availability	Dimension must be of general battery manufacturer's standard
Design life	10 years
PHYSICAL	
UPS Dimension	800W x 800Dx 2000H (max)
Weight	560kg (max)
CONTROL INDICATORS	
- Microprocessor controlled circuitry	
- Fully automatic operation of the UPS shall be provided through the use of microprocessor controlled logic	
- Control Panel Indicator	

Signature over printed Name of Supplier
 MARYANNE D. VILMATA

- The UPS control panel shall consist of a monitoring panel with LCD display for the UPS system data, status, message, alarm messages, settings, & other important parameters:	
- UPS status	
- Alarm messages	
- Input voltages and its condition	
- Output voltages	
- Frequency (input & output)	
- Autonomy time/back-up time of battery	
- Power delivered by UPS in amperes per line	
- Battery voltages	
- Bypass enable/disable	
- User friendly operation	
- Other operation	
- Other standard control panel in LCD display	
Environmental Requirement	
Operating condition	0-95% non-condensing humidity, 0-40° C or in accordance with ANSI, IEC standards
Noise Level (ISO 3746)	<65dB at 1 meter
Paralleling units	Up to 8
• Flywheel Ready	
UPS CABINET	
Degree of Protection	IP 20
STANDARDS	
Safety (TUV SUD Tested) (UL)	-EN 62040-1-1, EN 60950-1-1
Performance	EN 62040-3 (VFI-SS-111)
Electromagnetic compatibility	EN 62040-2
Product Declaration	CE
Other Standards	IEC or UL and optional ANSI or ISO Standard Compliant

WARANTY SERVICES:

- One (1) year upon acceptance and commissioning, inclusive of labor and parts.
- Monthly Service Maintenance Inspection with Comprehensive Report for the duration of Warranty Period of One (1) year

ORIENTATION & TRAINING:

- Six (6) participants from PAGCOR Maintenance & Slot Machine personnel to cover comprehensive operational procedures, preventive maintenance and emergency troubleshooting. Venue for the training must be at the training site of the winning bidder/supplier, the duration of which depends on the said bidder/supplier.

DELIVERY / PROJECT TURNOVER:

- Units must be fully tested, commissioned on-site and fully integrated to the electrical system of Bykes @ Lancaster, Mandaluyong City within Thirty (30) calendar days.
- Service unit will not be acceptable.

Signature over printed Name of Supplier
 MARIAN D. VENTURA

- 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.
- 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. **Computer Support Center, Inc.** shall guarantee that the spare parts are readily available.
- e. Parts of delivered units that are found to be defective within the warranty period shall be replaced by the CONTRACTOR, free of charge, within seven (7) calendar days from the date of receipt of notice from PAGCOR, provided the replacements are on stock, otherwise, it shall be replaced within fifteen (15) calendar days. Failure to replace the same within the same period shall make **Computer Support Center, Inc.** 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.
- f. **Computer Support Center, Inc.** shall replace the delivered units that are found to have a manufacturer's defect within fifteen (15) calendar days from the date of receipt of notice from PAGCOR. Failure to replace the same within the same period shall make **Computer Support Center, Inc.** 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.
- g. **Computer Support Center, Inc.** shall provide two (2) hours response time upon receipt of notice within the warranty period.
- h. During the warranty period, the defective spare parts shall be repaired onsite.
- i. 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.
- k. It shall pay taxes in full and on time, failure to do so will entitle PAGCOR to suspend payment.
- l. Without prejudice to manufacturer's warranty, in order to assure that manufacturing defects shall be corrected by **Computer Support Center, 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

Page 6 of 8 of Annex "A" - Purchase Order: 117

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ITB No. 03-08-2012

Signature over printed Name of Supplier

D. VILLANAY

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.

In addition, the UPS shall have a warranty of one (1) year for labor and parts including battery from the date of acceptance by PAGCOR without prejudice to foregoing warranties.

12. Schedule of payment: PAGCOR shall pay the total amount of **Ten Million Nine Hundred Twenty Eight Thousand Pesos Only (Php10,928,000.00)**, VAT exclusive, zero rated transaction, based on any of the following:

a. 90% of the total price upon completion of supply, delivery, installation, testing and commissioning subject to PAGCOR's acceptance in writing of the items described in the PO. **Php9,835,200.00**

10% Retention of the total amount to be paid after one (1) year from the formal acceptance, if and when no patent and latent defects are noted. **Php1,092,800.00**

OR;

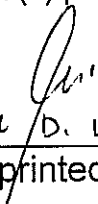
b. 100% of the total contract price to be paid after performance of the contract, provided that the goods supplied are free from patent and latent defects and all conditions imposed under this contract have been fully met; subject to PAGCOR's acceptance in writing and upon submission of a Special Bank Guarantee equivalent to at least 10% of the total contract price valid for one (1) year **Php10,928,000.00**
=====

13. Performance Security: To guarantee the faithful performance of **Computer Support Center, 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:

MANUEL D. UICARAN
Signature over printed Name of Supplier

Form of Security	Amount in Percentage of Total Contract Price
Cash, cashier's/manager's check issued by a Universal or Commercial Bank.	Php546,400.00
Bank draft/guarantee or Irrevocable letter of credit issued by a Universal or Commercial Bank	
Surety Bond (which is acceptable to PAGCOR) callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission.	Php3,278,400.00
Any combination of the foregoing.	Proportionate to share of form with respect to total amount of security

14. This Annex A, consisting of eight (8) pages, shall form part of PO # .


 MARVIN L. D. VILLAR MAY 28, 2012

 Signature over printed Name of Supplier/Date