



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

**PURCHASE ORDER**

Page # 1

Supplier : UNISON UNISON COMPUTER SYSTEMS, INC.  
 Address : 120 E. RODRIGUEZ JR AVE, COR ORTIGAS AVE, UGONG, PASIG CITY  
 TIN : 000-330-075-000  
 VAT : All Items are VAT Exclusive / Zero Rated

P.O. No. 253  
 SEQ.# 1  
 PO Date : 8 JAN 2013  
 ITB Number : 09-47-2012  
 Buyer Code : JJJ

Gentlemen :

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

Place of Delivery : PAGCOR IHUS WAREHOUSE

Payment Term : PER ANNEX A

Itemcode :	Description	Quantity	Unit	Unit Cost	Amount
FID#61418	INFORMATION TECHNOLOGY DEPT.				
1 205302005	PC CPU HP PRO3330 MICROTOWER DESKTOP	24.00		20,928.00	502,272.00
2 205302035	PC MONITOR BRANDED 19" LCD/LED MONITOR	24.00		6,500.00	156,000.00
3 305302025	PC KEYBOARD BRANDED USB TYPE KEYBOARD	24.00		1,200.00	28,800.00
4 101014059	MOUSE USB OPTICAL MOUSE	24.00	PC	500.00	12,000.00
FID#62581	GAMING AND POKER DEPARTMENT				
5 205302005	PC CPU	7.00		13,923.65	97,465.55
6 205302035	PC MONITOR	7.00		6,800.00	47,600.00
7 305302025	PC KEYBOARD	7.00		500.00	3,500.00
8 305309036	OTH COMP REL ITEMS MOUSE	7.00		300.00	2,100.00
FID#63239	BINGO DEPARTMENT				
9 205302005	PC CPU	9.00		13,923.65	125,312.85
				<b>SUB-TOTAL :</b>	<b>975,050.40</b>



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Itemcode :	Description	Quantity	Unit	Unit Cost	Amount
CONTINUATION OF PO# 253				AMOUNT FORWARDED :	975,050.40
10 205302035	PC MONITOR	9.00		6,800.00	61,200.00
11 305302025	PC KEYBOARD	9.00		500.00	4,500.00
12 305309036	OTH COMP REL ITEMS MOUSE	9.00	PC	300.00	2,700.00
FMD#63569	PROPERTY & GEN. SERVICES DEPT.				
13 205302005	PC CPU	6.00		13,923.65	83,541.90
14 205302035	PC MONITOR	6.00		6,800.00	40,800.00
15 305302025	PC KEYBOARD	6.00		500.00	3,000.00
16 305309036	OTH COMP REL ITEMS MOUSE	6.00		300.00	1,800.00
FMD#61420	INFORMATION TECHNOLOGY DEPT.				
17 205302005	PC CPU HP ELITE 8300 CONVERTIBLE MINITOWER PC	1.00		64,775.92	64,775.92
18 205302035	PC MONITOR BRANDED 22" LCD/LED MONITOR	1.00		8,500.00	8,500.00
19 305302025	PC KEYBOARD BRANDED USB TYPE KEYBOARD	1.00		1,200.00	1,200.00
SUB-TOTAL :					1,247,048.22



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Itemcode	Description	Quantity	Unit	Unit Cost	Amount
CONTINUATION OF PO#: 253				AMOUNT FORWARDED :	1,247,068.22
20 101014059	MOUSE	1.00	PC	500.00	500.00
FMD#62581	GAMING AND POKER DEPARTMENT				
21 205302030	PC	1.00		29,800.00	29,800.00
	LAPTOP COMPUTER				
	HP450 NOTEBOOK PC-I5-3210M				
	(UP 3.10GHZ, 3MB, 2 CORE)				
FMD#61419	INFORMATION TECHNOLOGY DEPT.				
22 205302030	PC	2.00		29,800.00	59,600.00
	LAPTOP COMPUTER				
	HP450 NOTEBOOK PC-I5-3210M				
	(UP 3.10GHZ, 3MB, 2 CORE)				
23 205302035	PC	2.00		7,500.00	15,000.00
	MONITOR				
	22" LCD WITH LED BACK-LIGHTED				
	TECHNOLOGY(HPLE2201X 21.5")				
24 205309040	OTH COMP REL ITEMS	13.00		2,163.00	28,119.00
	PRINTER				
	LEXMARK Z2320				
FMD#61418	INFORMATION TECHNOLOGY DEPT.				
25 209012485	ELECTRICAL	13.00		3,400.00	44,200.00
	UPS				
	EATON EHV800H				
FMD#63174	CF-TAGAYTAY				
26 209012485	ELECTRICAL	11.00		3,400.00	37,400.00
	UPS				
	EATON EHV800H				
				SUB-TOTAL :	1,461,687.22



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Place of Delivery : PAGCOR IMUS WAREHOUSE

Payment Term : PER ANNEX A

Itemcode :	Description :	Quantity :	Unit :	Unit Cost :	Amount :	
CONTINUATION OF PO# 253					AMOUNT FORWARDED :	1,461,687.22
FMD#62581	GAMING AND POKER DEPARTMENT					
27 205302015 FC	HARD DISK, EXTERNAL	1.00		4,578.00	4,578.00	
- - - NOTHING FOLLOWS - - -						

Attachment: BUDGET, RV, CASE, AWARD OF CONTRACT, NOTICE OF AWARD, ABSTRACT  
 Remarks : LOWEST CALCULATED RESPONSIVE RIDDER  
 Total Amount in Words: ONE MILLION FOUR HUNDRED SIXTY SIX THOUSAND TWO HUNDRED SIXTY FIVE PESOS AND 22/100

SUB-TOTAL :	1,466,265.22
TOTAL :	1,466,265.22
LESS DISCOUNT :	
CHARGE :	
GRAND TOTAL :	1,466,265.22

**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

Signature Over Printed Name of Supplier  
 VIDAL T. CABIGON JR. *[Signature]*

Recommended By:	: Funds Available	
MA. REINA G. CAFFEON AVP, PD		VIDAL T. CABIGON JR. AVP/SA Dept/Section
Approved By:	: Budget Authorization No.	Amount
JORGE V. SARMIENTO PRES. & COO	12030767	920,966.92
	12030326	186,465.55
	TA61201006	193,712.85
		128,141.90
		41,978.00

**Purchase Order No. 253**  
**Annex A – Terms and Conditions**

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1. The total price stated in the PO already includes all applicable taxes, fees and charges required by the government. **UNISON COMPUTER SYSTEMS, 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. **UNISON COMPUTER SYSTEMS, INC.** shall complete the Supply and Delivery of One (1) Lot Computers & Peripherals within the time prescribed in the PO. Should **UNISON COMPUTER SYSTEMS, 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 **UNISON COMPUTER SYSTEMS, 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 **UNISON COMPUTER SYSTEMS, 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 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.

Signature over printed Name of Supplier

WILLY O. SY

for 4 kg

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. **UNISON COMPUTER SYSTEMS, INC.** hereby further warrants and represents that:

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

<b>COMPUTERS AND PERIPHERALS</b>	
<b>Twenty-four (24) units Branded Desktop Computer with 19" LCD Monitor with LED back-lighted technology</b>	<b>HP PRO3330 MICROTOWER DESKTOP</b>
Mid-level processor, x86-32 bit, 3.2GHz; Two (2) core; Four (4) MB cache	
Two (2) GB DDR3 memory	
500GB SATA HDD; 7200rpm	
16x DVD/RW optical drive	
Multi-in-1 card reader	
Gigabit Ethernet 10/100/1000, wake on LAN ready	

Signature over printed Name of Supplier

WILLY O. SY

*Handwritten initials/signature*

I/O ports (USB 2.0, headphone/microphone jacks, Ethernet RJ-45, VGA and serial ports)	
19" LCD monitor with LED backlighting technology	
Keyboard, USB	
Optical mouse, USB	
Licensed Operating System Latest Version (Professional Edtn) compatible to the existing OS used by PAGCOR	
<b>Twenty-Two (22) units Clone Desktop Computer</b>	<b>CLONE DESKTOP COMPUTERS</b>
Low-level processor; x86-32 bit; Two (2) core; 3.10Ghz	
Four (4) GB DDR3 memory	
320GB SATA HDD	
DVD/RW optical drive	
Internal all-in-1 card reader	
Mini tower casing	
LCD with LED back-lighted technology monitor, 15.6" minimum	
Keyboard, USB	
Optical Mouse, USB	
Licensed Operating System (Latest Version) compatible to existing OS of PAGCOR	
<b>One (1) unit Branded Desktop Computer with 22" LCD with LED back-lighted technology</b>	<b>HP ELITE 8300 CONVERTIBLE MINITOWER PC</b>
High-level processor, x86-32bit; 3.4Ghz, Four (4) core, 8MB cache	
Sixteen (16) GB DDR3 memory	
One (1) GB dedicated graphics card with DVI port; VGA port; HDMI port	

2TB 7.2K RPM SATA 3.5" Hard Drive	
16x DVD/RW internal SATA optical drive	
4 x USB 2.0/3.0 ports	
Gigabit Ethernet 10/100/1000, wake on LAN ready	
21.5"- 22" (viewable size) LCD Monitor with LED back-lighted technology	
Keyboard, USB	
Optical Mouse, USB	
<b>Three (3) units Branded Laptop Computers</b>	<b>HP450 NOTEBOOK PC-</b>
Mid-level processor, x86-32 bit, 2.53GHz; 2 core; 3MB cache	<b>i5-3210M (UP 3.10GHz, 3MB, 2 CORE)</b>
Two (2) GB DDR3 memory	
Five Hundred (500) GB HDD	
14" HD TFT LCD	
8x DVD Super multi-drive	
Integrated Webcam	
Multi-in-1 card reader	
Gigabit LAN, Bluetooth	
I/O ports (USB 2.0, headphone, microphone jacks, Ethernet RJ-45, VGA and serial ports (optional))	
Carrying Case	
Licensed Operating System Latest Version (Professional Edtn) compatible to the existing OS used by PAGCOR	
<b>Two (2) units 22" LCD with LED back-lighted technology</b>	<b>HPLE2201 X 21.5"</b>
Display Resolution: 1920 x 1080	
Viewable size: 21.5- 22" inches	

*Handwritten marks:*  
N J 10/8



<b>Thirteen (13) units Deskjet Printer</b>	
Print Speed Black (draft, A4) : up to Twenty (20) ppm	
Print Speed Colour (draft, A4) : up to Sixteen (16) ppm	
Print quality color (best) : Up to 4800 x 1200 optimized dpi (from 1200 dpi input data when printing from a computer on photo paper)	
Number of print cartridges: Two (2) [One (1) black, One (1) Tri-color (cyan, magenta, yellow)]	
Printer drivers compatible to the existing desktop operating system used by PAGCOR	
<b>Twenty-Four (24) units Electrical UPS</b>	<b>EATON ENV800H</b>
650VA with Built-In AVR	
<b>One (1) unit EXTERNAL USB 2.5 Hard disk, One (1) TB</b>	<b>HARD DISK, EXTERNAL</b>

- 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. The defective items shall be replaced **within twenty-four (24) hours from receipt of notice for every unit that is to be pulled-out for repairs.** Failure to replace the defective items within the same period shall make **UNISON COMPUTER SYSTEMS, 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, including Sundays and Holidays.
- 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 as follows:

- g.1. 24x7 unlimited phone and email support
- g.2. One (1) hour response time upon receipt of call
- g.3. Two (2) hours onsite support

a warranty shall be required from **UNISON COMPUTER SYSTEMS, INC.** for a minimum period of three (3) years on site parts & labor for branded desktop & laptop computers and one (1) year (on site parts and labor) for clone computers, printers and peripherals support and maintenance coverage after performance and acceptance of the contract.

- h. 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.
- i. 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.
- j. The goods shall have a warranty of **three (3) years (on site parts & labor) for branded desktop & laptop computers and one (1) year (on site parts and labor) for clone computers, printers & peripherals** from the date of acceptance of specified items in the Purchase Order, without prejudice to manufacturer's warranty. **UNISON COMPUTER SYSTEMS, 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 **fifteen (15) days** from notice by PAGCOR.

12. Schedule of payment: PAGCOR shall pay the total amount of **Three Hundred One Thousand Five Hundred Ten Pesos (PhP 301,510.00)**, VAT exclusive, zero rated transaction, based on any of the following:

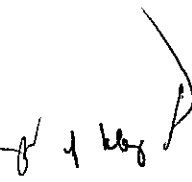
- 90% of the total contract price upon completion of supply and delivery, subject to PAGCOR's acceptance in writing, of the items described in the PO. 1,319,638.70
- 10% Retention of the total amount to be paid after one (1) year from the formal acceptance, if and when no latent defects are noted. 146,626.52

- or -

100% of the total contract price to be paid after performance of the contract, provided that the items supplied are free from patent and latent defects and all conditions imposed 1,466,265.22

Signature over printed Name of Supplier

WILLY O-SY



under the contract have been fully met; subject to PAGCOR's acceptance in writing and upon submission of a Special Bank Guarantee equivalent to at least ten percent (10%) of the total contract price valid for one (1) year from issuance of the final certificate of acceptance.

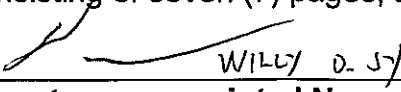
TOTAL

1,466,265.22

13. Performance Security: To guarantee the faithful performance of **UNISON COMPUTER SYSTEMS, INC.** 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 Performance Security	Amount of Performance Security (Equal to Percentage of the Total Contract Price)
a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank.	Five percent (5%)
b) 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.	
c) Surety bond 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%)
d) Any combination of the foregoing.	Proportionate to share of form with respect to total amount of security

14. This Annex A, consisting of seven (7) pages, shall form part of PO # 253.

  
 \_\_\_\_\_  
**Signature over printed Name of Supplier/Date**

