



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

PURCHASE ORDER

Page # 1
 Supplier : COLTECH COLUMBIA TECHNOLOGIES, INC.
 Address : 1136-1146 J. NAKPIL STREET, MALATE II, MANILA
 TIN : 002-839-013-000
 VAT : All Items are VAT Exclusive / Zero Rated

P.O. No. 252
 SEQ.# 1
 PO Date : 7 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 IMUS WAREHOUSE Payment Term : PER ANNEX A

Itemcode :	Description	Quantity	Unit	Unit Cost	Amount
PMD#63174	CF-TAGAYTAY				
1 205302005	PC CPU ACER VERITON N282G ULTRA SLIM DESKTOP W/ A4 TECH NUMERIC KEYPAD	11.00		20,575.00	226,325.00
2 205302035	PC MONITOR PHILIPS 226V3LSB25 21.5" LED MONITOR	11.00		6,835.00	75,185.00
--- NOTHING FOLLOWS ---					

Attachment: BUDGET, RV, CASF, AWARD OF CONTRACT, NOTICE OF AWARD, ABSTRACT
 Remarks : LOWEST CALCULATED RESPONSIVE BIDDER
 Total Amount in Words: THREE HUNDRED ONE THOUSAND FIVE HUNDRED TEN PESOS ONLY

SUB-TOTAL :	301,510.00
TOTAL :	301,510.00
LESS DISCOUNT :	
CHARGE :	
GRAND TOTAL :	301,510.00

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: JAMES P. DY

Recommended by: KATHLEEN G. DELANTAR 1/8/13
 AM, BSM, PD

Approved By: MA. REZINA G. CARREON 1/10
 AMP, PD

: Funds Available	VIDAL J. CABIGON JR.
: AMP/SA Acctg Dept/Section:	AMP/SA Acctg Dept/Section:
: Budget Authorization No. TAG12DI-006	Amount 301,510.00

Purchase Order No. 252
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. **COLUMBIA 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. **COLUMBIA TECHNOLOGIES, INC.** shall complete the Supply and Delivery of One (1) Lot Branded Compact Ultra Slim Desktop Computer with 22" Branded LCD Full HD Wide Screen Monitors within the time prescribed in the PO. Should **COLUMBIA 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 **COLUMBIA 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 **COLUMBIA 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 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


JAMES P. DY



James P. Dy
 JAMES P. DY

Signature over printed Name of Supplier

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. **COLUMBIA TECHNOLOGIES, INC.** hereby further warrants and represents that:
 - a. The goods and specifications shall be described as follows:

BRANDED COMPACT ULTRA SLIM DESKTOP COMPUTER WITH 22" BRANDED LCD FULL HD WIDE SCREEN MONITORS (MOUNTABLE)	
Eleven (11) units Branded Compact Ultra Slim Desktop Computer	ACER VERITON N282G ULTRA SLIM DESKTOP WITH A4 TECH NUMERIC KEYPAD
Compact Ultra-low processor; 1.8 Ghz; Two (2) core; One (1) MB cache	
Two (2) GB DDR3 Memory	
320GB SATA 2.5" Hard disk	
Dimension: 188-192 (L) x 188 – 192 (H) x 36 – 44 (W) mm	
Video: built-in 512MB	
Audio: Embedded high-definition audio with 2-channel	

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support	
Ports: Multi-in-1 card reader; Six USB 2.0 ports; High definition headphone and microphone jacks; Ethernet (RJ-45) port; Serial port (optional); D-Sub VGA Port; HDMI port; DC-in jack	
Networking: Gigabit Ethernet, Wake-on LAN ready	
WLAN: 802.11b/g/n	
Keypad: USB Numeric keypad	
Dual Display Capability: Yes	
Licensed Operating System (Latest Version) compatible to existing OS of PAGCOR	
With mounting kit	
Eleven (11) units 22" Branded LCD Full HD Wide Screen Monitors (Mountable)	PHILIPS 226V3LSB25 21.5" LED MONITOR
Display Resolution: 1920 x 1080	
Viewable size: 21.5- 22" inches	
With additional Three (3) meter power cord for each unit	

- 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 **COLUMBIA TECHNOLOGIES, 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.

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- 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 **COLUMBIA TECHNOLOGIES, INC.** for a minimum period of three (3) years 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 support and maintenance coverage** from the date of acceptance of specified items in the Purchase Order, without prejudice to manufacturer's warranty. **COLUMBIA 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 **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. 271,359.00
- 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. 30,151.00

- or -

100% of the total contract price to be paid after performance of the contract, provided that the items supplied are free from patent 301,510.00

[Handwritten Signature]
JAMES P. OY

Signature over printed Name of Supplier

[Handwritten initials]

and latent defects and all conditions imposed 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.

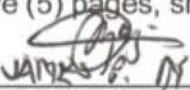
TOTAL

301,510.00

13. Performance Security: To guarantee the faithful performance of **COLUMBIA TECHNOLOGIES, 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 five (5) pages, shall form part of PO # 252.


JAMES S. NY January 14, 2013
 Signature over printed Name of Supplier/Date

Handwritten initials