



Philippine Amusement & Gaming Corporation

A Sure bet for Progress in Gaming, Entertainment and Nation Building

PURCHASE ORDER

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

P.O. No. 13664
 SEQ.# 1
 PO Date : 20 DEC 2018
 ITB Number :
 Buyer Code : JEM

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

Place of Delivery :

Payment Term :

Itemcode :	Description	Quantity	Unit	Unit Cost	Amount
PMD#23315 1 108002570	SLOT MACHINE DIVISION SERVICES - ONE TIME CALIBRATION, CONFIGURATION, TE STING & COMMISSIONING SERVICE OF 1 UNIT 160 KVA SOCOMEC DELP HYS GP UNINTERRUPTED POWER SUP PLY (UPS)	1.00	LOT	70,000.00	70,000.00

--- NOTHING FOLLOWS ---

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

Remarks : FOR BRANCH USE

Total Amount in Words: SEVENTY THOUSAND PESOS ONLY

SUB-TOTAL : 70,000.00
 TOTAL : 70,000.00
 LESS DISCOUNT :
 CHARGE :
 GRAND TOTAL : 70,000.00

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.

JENNIFER SORIANO 01/16/2019
 Signature Over Printed Name of Supplier

Recommended by:

[Signature]
 REGINA C. LEMANA
 OIC-PPGS

Funds Available

[Signature]
MA. ELSA C. CORTEZ

Budget Authorization No. *DA19-1809-092*

AVP/SA Acctg Dept/Section:

Amount *70,000.00*

Approved By:

[Signature]
 ANTONIO V. COVARRUBIAS
 OFFICER IN-CHARGE

Purchase Order No. 13664
Annex A – Terms and Conditions

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1. The total price stated in the Purchase Order (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 of GOODS within the time prescribed in the PO. Should **COMPUTER SUPPORT CENTER 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 undelivered item 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 deliver the item after the lapse of fifteen (15) calendar days from the supposed date of delivery, in addition to 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.
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.


Signature over printed Name of Supplier

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:

TECHNICAL DATA:		
BRAND : SOCOMEC		
MODEL : DELPHYS GP GREEN POWER		
Input Parameters		
Input Voltage	220V Input Supply Voltage, 3 Phase, 60Hz	
Input Frequency	60Hz	
Input Power Factor	>0.99	
Total Harmonic Distortion	<3% without external filter	
Input Parameters		
Output KVA Rating	160KVA	
Output KW Rating	144 KW (minimum)	
Output Power Factor	90% (minimum)	
Output Voltage	220 V (Line to Line), 3-Phase, 60HZ	
Efficiency	94% (minimum)	
Frequency	60 Hz	
Total Harmonic Distortion	< 1% with linear load / < 4% with nonlinear load	
SCOPE OF WORK- The Calibration, Configuration, Testing and Commissioning Service for UPS1 shall include the following:		
1. Assistance for "Shutting Off the UPS2, to give way for the installation, and powering ON after the replacement of batteries respectively".		
2. BATTERY CONDITIONS		
a. Inspect batteries for loose connections, corrosion leaking or cracked cells, swelling, high temperature & potential load loss		
b. Check for shorted or open cells		
c. Re-torque battery terminals as required		
d. Visual inspection for integrity of all...		

JENNIFER SOLOMON

Signature over printed Name of Supplier

- g. Measure & record total battery float voltage & current
- h. Provide a complete operational test of the system including a monitored battery-rundown test to determine if any battery strings or cells are the end of their useful lives

3. REPORTS

- a. Service Report. When all services are completed proper readings shall be verified again. Any Possible overloading , load imbalances & harmonic problems etc. shall be recorded with the reports & submitted to the end-user within three (3) working days
- b. Proper protective clothing & equipment is required for personnel performing the maintenance
- c. Services must be rendered by **factory-trained engineers** who are familiar with the UPS, manufacturers testing requirements, specifications & safety precautions.
- d. Comprehensive reorientation of **Pagcor Maintenance & Slot Machine** personnel to cover operational procedures, preventive maintenance & emergency trouble shooting.

ADDITIONAL TERMS AND CONDITIONS

- Inspection of the UPS to be undertaken by the Service Provider's qualified personnel shall be within regular working days from 9:00am – 6:00pm
- Service Provider to immediately provide qualified servicemen to fix abnormal UPS operations/critical alarms reported by Pagcor
- Any overtime services done beyond regular working hours, at Pagcor's request, shall be shouldered by Pagcor and paid after presentation of billing statement showing the works done on the UPS.
- Availability of telephone or online support 24/7
- Plane fare, hotel accommodation and meals (per diem) shall be at the Service Provider's expense.
- Pagcor shall shoulder all replacement parts/consumable supplied by the Service Provider after presentation of service reports, replaceable parts description and with prior approval from Pagcor provided the cost of labor and spare parts submitted is reasonable and acceptable
- Pagcor may opt to purchase replacement parts from other suppliers and shall be installed by the Service Provider at Pagcor's expense.
- Warranty for parts and services shall be three (3) months from the acceptance of items or services. However, any warranties, representations and obligations of the Service Provider under this Agreement shall not extend to such replacement parts/items including batteries provided by other suppliers.

Payments shall be based on actual service/s, inclusive of parts and labor availed.

The **CONTRACTOR** shall provide a warranty for the labor and parts / materials supplied

All parts and materials to be supplied by the CONTRACTOR shall always be Brand New Genuine part
The CONTRACTOR shall surrender all the replaced parts / materials to PAGCOR which will be needed for the Waste Material Report. Failure to do so will delay payment of the service being rendered.
The CONTRACTOR shall submit to PAGCOR a detailed billing for services, labor and parts supplied.
PAGCOR shall have the right to inspect and / or test the goods to confirm their conformity to the technical specifications.
The Contractor shall submit to PAGCOR a detailed billing for services, labor and parts supplied supported by a Job Order which will form part of the processing of payment.
The supplier agrees to pay a penalty of one-tenth of one (1/10 of 1%) of the corresponding contract price for each day of delay, including non-working days (i.e. Saturday and Sunday), legal holidays or special non-working holidays. PAGCOR shall rescind the contract once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the contract without prejudice to other courses of action and remedies open to it.
NOTE: CONTRACTOR TO VERIFY SAID MAINTENANCE SERVICES / WORKS TO THE (SLOT MACHINE SECTION) END-USER FOR CLARIFICATIONS.
DELIVERY PERIOD: The required services shall be completed not later than thirty (30) calendar days from the date of acceptance. The availability of the spare parts and the extent of the scope of work shall be taken into consideration.

- 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 seven (7) calendar days upon receipt of notice. 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.
- 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.
12. That **COMPUTER SUPPORT CENTER INC.** shall be held liable/accountable to any damages to property, structures or lost of life incurred during the transport of goods to the place of delivery
13. Schedule of payment: PAGCOR shall pay in the total amount of **Seventy Thousand Pesos (Php70, 000.00)**, VAT Exclusive, Zero Rated Transaction upon completion of the supply & delivery of the goods and upon PAGCOR's issuance of final Certificate of Acceptance.
14. This Annex A, consisting of five (5) pages, shall form part of **PO # 13664**.



Signature over printed Name of Supplier/Date