



Philippine Amusement and Gaming Corporation

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

PURCHASE ORDER

Page # 1

Supplier : FINET FUNCTIONAL, INC.
Address : 814 J.P. RIZAL ST., POGUACION, MARGATE CITY
TIN : 000-159-543-000
VAT : All Items are VAT Inclusive / Zero Rated

P.O. No. 26987

SEG. 1
PO Date : 16 DEC 2019
ITB Number : DC19-12-0322ED
Buyer Code : LDF

Gentlemen :

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

Place of Delivery : D-CEBU

Payment Term : PER ANNEX A

Itemcode :	Description :	Quantity :	Unit :	Unit Cost :	Amount
PM01 6011 1 2020G1005	TREASURY DIVISION BILL BILL COPY BILL COUNTING MACHINE	2.00		65,000.00	130,000.00
--- NOTHING FOLLOWS ---					

Attachments: BUDGET, RV, CAS, AWARD OF CONTRACT, NOTICE OF AWARD, ABSTRACT

GND TOTAL :	130,000.00
TOTAL :	130,000.00
LESS DISCOUNT :	
CHANGE :	
GND TOTAL :	130,000.00

Remarks : FOR TREASURY USE.

Total Amount in Words: ONE HUNDRED THIRTY THOUSAND PESOS ONLY

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.

Signature Over Printed Name of Supplier

Recommended by:

JOEL G. CANTOS
SRM, PLPM

: Funds Available _____
: _____
: _____
: Budget Authorization No. _____

Approved By:

RICARDO L. UY
GENERAL MANAGER



Purchase Order Form

(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. **FUNCTIONAL INCORPORATED** 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. **FUNCTIONAL INCORPORATED** shall complete the supply and delivery of the goods within the time prescribed in the PO. Should **FUNCTIONAL INCORPORATED** 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 **FUNCTIONAL INCORPORATED** 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 **FUNCTIONAL INCORPORATED** 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.
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. FUNCTIONAL INCORPORATED hereby further warrants and represents that:

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

Project: Supply and Delivery of Two (2) Units Bill Counting Machine for CF-Cebu under ITB No. DC19-12-022CEB

Quantity	Unit	Tech Specifications
2	units	<p>Bill Counting Machine</p> <ul style="list-style-type: none"> • Can count effectively mutilated and mixed bills (both fit and unfit notes) because of its automatic density adjustment feature • Dimension: 275 (w) x 235 (h) x230 (d) mm (10.827" x 9.252" x 9.055") • Countable note size: 52x85mm- 110x185mm (1.969"x3.46"-4.330"x7.283" Thickness: 0.06x0.12m (0.039"x0.004") • Feed System: Roller friction system • Counting speed: 1800, 1500, 500 notes/min (four step system)

		<ul style="list-style-type: none"> • Batch settings: Factory preset to 10,20,25,50 and 100 notes. Variable Batching from 1-999 per batch. Thought the 10-number keys • Hopper Capacity: 300 notes • Stacker Capacity: 200 notes • Counting Display: 4 digit LED (large) • Batch Display: 3 digit LED (Small) • It is the only machines that has four speeds and the fastest in its class <ul style="list-style-type: none"> • Its slow speed of 500 notes per minute is very essential in counting mutilated bills and it is also necessary for visual checking of other denominations inserted in any batches • Normal Speed: 1,000 notes per minute • Faster Speed: 1,500 notes per minute • Its top speed of 1,800 notes per minute is very useful in counting huge cash volume thus cutting down lead time of work • The AUTO-VOLT feature during voltage fluctuation and it can be operated from as low as 110 volts to as high as 240 volts and also consumption 1.2A (100-127v), 0.6A (220-240v) • It is equipped with state of the art sensors to detect any error during counting process: i.e. double, chained and half note errors <p>SEF-DIAGNOSTIC TEST CAPABILIT: When the machine is turned on, its microprocessor automatically checks its major components so that any machine error or trouble being detected will be displayed on its LED. Display prompting the service engineer to easily localize and fix the trouble immediately. This would absolutely reduce downtime.</p>
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- 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 fifteen (15) calendar days upon receipt of notice. Failure to replace the defective items within the same period shall make **FUNCTIONAL INCORPORATED** liable for a penalty of one-tenth of one percent (1/10 of 1%) of the total cost of the undelivered item/s 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 by **FUNCTIONAL INCORPORATED**, a warranty shall be required from it for a minimum period of One (1) Year after performance of the contract.

- h. The obligation for the warranty shall be covered by either Retention Money equivalent to at least one percent (1%) for every staggered payment or a special bank guarantee equivalent to at least one percent (1%) of the total contract price.
- i. The said amount 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.
12. Delivery Schedule: **FUNCTIONAL INCORPORATED** shall complete the supply and delivery of the items provided under Section 11.a hereof **thirty (30) calendar days** from the acknowledgement date of the Notice to Proceed based on the following schedule:

PLACE OF DELIVERY:	Delivery Place: Casino Filipino Cebu Main: Waterfront Cebu City Hotel and Casino Salinas Drive Lahug, Cebu City
COMPLETION PERIOD	One (1) Time Delivery within Thirty (30) days from the acknowledgement date of Notice to Proceed.
WARRANTY PERIOD:	One (1) year from receipt of delivered items.

13. Schedule of payment: PAGCOR shall pay in a progressive/partial payment the amount of **One Hundred Thirty Thousand Pesos (Php 130,000.00) Vat Exclusive, Zero Rated Transaction**, based on any of the following:

- A. 99% of the contract price upon completion of the staggered supply and delivery of the requirements provided under item 11.a hereof, subject to PAGCOR's acceptance [issuance of the Inspection and Acceptance Report (IAR)] in writing of the items described in the PO.


1% Retention per staggered delivery to be paid after three (3) months from the formal acceptance (issuance of the IAR), if and when no patent and latent defects are noted;

OR;

- B. 100% of the contract price to be paid per staggered delivery, 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 (issuance of the IAR) in writing of the items described in the PO and upon

submission of a Special Bank Guarantee at least one percent (1%) of the total amount valid for three (3) months from issuance of the final Certificate of Acceptance (issuance of the IAR).

13. The Warranty Security shall remain valid during the entire contract duration and shall be released only after the issuance of the Certificate of Final Acceptance (issuance of the IAR); Provided that PAGCOR has no claims filed against the contract awardee or the surety or insurance company and it has no claims for labor and materials filed against the contractor.
14. This Annex A, consisting of four (4) pages, shall form part of PO # 26887.


Roland Melecio
Signature over printed Name of Supplier/Date



PHILIPPINE AMUSEMENT & GAMING CORPORATION

Creating Opportunities Beyond Gaming

December 18, 2019

FUNCTIONAL INCORPORATED

119 Centro Maximo Bldg.
Ranudo Corner Jakosalem St.
Cebu City
Tel. No. 032-253-7958

ATTN: **Mr. ROLAND MELECIO**
Branch Manager

Subject: **NOTICE TO PROCEED**

This refers to the Direct Contracting for the **Supply and Delivery of Two (2) Units Bill Counting Machine for CF-Cebu under ITB No. DC19-12-022CEB.**

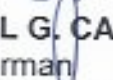
The recommendation for award having been approved and the Service Contract having been duly signed by the approving authority of PAGCOR and your duly authorized representative, this Notice to Proceed is issued for you, to commence within Thirty (30) days from the acknowledgement date of Notice to Proceed.

You may coordinate with Ms. Janice O. Miro, Treasury Officer 1 of the Treasury Division at telephone number **032-232-9888 local 5233-5234** for specific details of the requirement.

Please acknowledge receipt of this letter and fax it back to us at fax number 032-268-4989.

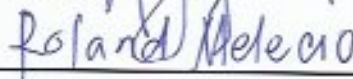
Thank you.

Very truly yours,


JOEL G. CANTOS
Chairman
BRANCH BIDS AND AWARDS COMMITTEE (BBAC)
CASINO FILIPINO – Cebu

Cc: BBAC
End-user
AVP, PD

Received: 



Printed Name and Signature

Date