



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

PURCHASE ORDER

Page # 1
 Supplier : MICROGE MICROGENESIS BUSINESS SYSTEM
 Address : 2/F ANNEX BLDG, SGS COMPOUND, 2229 CHINO ROCES AVENUE, MAKATI CITY
 TIN : 000-342-262-000
 VAT : All Items are VAT Exclusive / Zero Rated

P.O. No. 97
 SEQ.# 1
 PO Date : 19 APR 2012
 ITB Number : 02-08-2012
 Buyer Code : EAA

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

Place of Delivery : PAGCOR HOUSE, ERMITA, MANILA

Payment Term : FER ANNEX A

Itemcode	Description	Quantity	Unit	Unit Cost	Amount
FMD#61570	INFORMATION TECHNOLOGY DEPT.				
1 205309210	OTH COMP REL ITEMS NETWORKING EQUIPT.ACCESS POINT CONTROLLER MOBILITY CONTROLLERS WITH SOFT WARE LICENSES	1.00		581,796.00	581,796.00
2 205309215	OTH COMP REL ITEMS NETWORKING EQUIPT. ACCESS POINT ACCESS POINTS 802.11 A/B/G/N W ITH SUPPORT AND MAINTENANCE	37.00		36,554.00	1,352,498.00

--- NOTHING FOLLOWS ---

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

Remarks : LOT 1 - SECURED ENTERPRISE
 WIRELESS EQUIPMENT

Total Amount in Words: ONE MILLION NINE HUNDRED THIRTY FOUR THOUSAND TWO HUNDRED NINETY FOUR PESOS ONLY

SUB-TOTAL : 1,934,294.00
 TOTAL : 1,934,294.00
 LESS DISCOUNT :
 CHARGE :
 GRAND TOTAL : 1,934,294.00

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

MARILYN M. BARBECHO
 Signature Over Printed Name of Supplier

Recommended by:

JORGE V. SARMIENTO
 PRESIDENT & COO

Approved By:

CRISTINA L. MAGUIAT, JR.
 OFFICER-IN-CHARGE, PD

: Funds Available
 :
 :
 : Budget Authorization No. 2010062

VIDAL A. CABIGON JR.
 AVP/SA Acctg Dept/Section
 Amount 1,934,294-

OFFICE OF THE COMMISSIONER
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BA: DISBURSEMENT OF FUND
 RECEIVED
 VLS 30 SWS

Annex A – Terms and Conditions

of Purchase Order No. 97

1. The total price stated in the PO already includes all applicable taxes, fees and charges required by the government. **MICROGENESIS SOFTWARE INC. D.B.A MICROGENESIS BUSINESS SYSTEMS** 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. **MICROGENESIS SOFTWARE INC. D.B.A MICROGENESIS BUSINESS SYSTEMS** shall complete the (*supply, delivery and installation*) of the goods within the time prescribed in the PO. Should **MICROGENESIS SOFTWARE INC. D.B.A MICROGENESIS BUSINESS SYSTEMS** 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 **MICROGENESIS SOFTWARE INC. D.B.A MICROGENESIS BUSINESS SYSTEMS** 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 **MICROGENESIS SOFTWARE INC. D.B.A MICROGENESIS BUSINESS SYSTEMS** 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.

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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. MICROGENESIS SOFTWARE INC. D.B.A MICROGENESIS BUSINESS SYSTEMS hereby further warrants and represents that:

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

Lot 1: Secured Enterprise Wireless Equipment

Hardware/Requirement	Unit/s
Mobility Controllers (Aruba 3400 Controller)	1
Software Licenses (Aruba Access Point License)	1
Access Points 802.11 a/b/g/n (Aruba Access Point 802.11 a/b/g/n)	37
Support and maintenance (Aruba Partner Care System Support)	1

1.1 General

1.1.1 With thirty seven (37) Access Points (APs) and must support up to sixty four (64) APs without requiring additional switch/controller cost.

1.1.2 Centralized WLAN architecture with "thin" Access Point and centralized

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switch/controllers, and integrated network management

1.1.3 Wi-Fi Alliance Certification for 802.11 a/b/g/n (supported by manufacturer's technical data sheet)

1.1.4 Self-contained, integrated, overlay solution, not requiring upgrades or enhancements to existing routers and switches

1.1.5 The same software, configurations and product functionality supported across all platforms in the product family proposed

1.1.6 Newly installed controllers automatically synchronized with the already existing controller(s), without requiring a separate network management server

1.2 Authentication & Encryption

1.2.1 Support the following:

1.2.1.1 MAC based authentication.

1.2.1.2 802.1X based authentication.

1.2.1.3 WPA2/AES link layer encryption.

1.2.1.4 WEP link layer encryption.

1.2.1.5 WPA/TKIP link layer encryption.

1.2.1.6 LEAP, PEAP, EAP-TLS, EAP-TTLS, EAP-GTC authentication.

1.2.1.7 Integrated RADIUS termination for increased security and cryptographic offload. Must support EAP-PEAP and EAP-TLS using EAP-MSCHAPv2 or EAP-GTC.

1.2.2 Web-Based Authentication (e.g. WebAuth/Captive Portal):

1.2.2.1 Integrated into the controller/switch.

1.2.2.2 User name and password authentication, as well as support for token based authentication.


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1.2.2.3 Option for simple logging of user name used for entry.

1.2.2.4 Facilitate process for non-IT staff to create temporary guest IDs and passwords to automatically age out / expire.

1.2.2.5 Ability to customize the pre-authentication network access rights beyond DHCP response (e.g. to allow PCs and MACs to finish network scripts and network boot ups),

1.2.2.6 Airtime-based bandwidth contract for the guest SSID to preserve channel access for particular SSIDs. As an example, granting a higher percentage of airtime to employee SSIDs as opposed to guest SSIDs.

1.2.2.7 Packet rate based bandwidth contract for individual guest users for increased control of guest traffic usage.

1.2.2.8 802.1X based guest access using a local database on the switch/controller that can be used to authenticate users.

1.2.2.9 Time-of-day / duration based access per guest user of increased control and security

1.2.2.10 Time-of-day availability of guest SSID for increased control and security

1.2.2.11 Secure tunnelling via IPSec/GRE to a generic L3 switch/router for ease of deployment and reduced cost

1.3 Access Points (APs)

1.3.1 802.11 a/b/g/n functionality certified by the Wi-Fi alliance (supported by manufacturer's technical data sheet).

1.3.2 Plenum rated with applicable certifications (supported by manufacturer's technical data sheet).

1.3.3 Able to be powered over 802.3af standard Power-over-Ethernet (PoE).

1.3.4 Auto-sensing 10/100/1000 on the network port for 802.11n APs.

1.3.5 Support 802.3af standard Power-over-Ethernet (PoE) capability on for dual-radio operation at full power of the radios – and 2 spatial streams for the 802.11n capable

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APs
1.3.6 Options for dual-band dual-radio APs which can perform RF scanning using a single radio while serving WLAN clients on the second radio.
1.3.7 Ceiling and/or wall mounting options.
1.3.8 Integral facility for security lockdown (e.g. Kensington lock-point)
1.3.9 Support out-of-the box, auto configuration across layer-2 and layer-3 networks without having to enter configuration information into the AP.
1.3.10 APs do not hold "hard configured" internal network information or certificates for authentication to the centralized switches unless this information is stored in a trusted platform module (TPM) integrated into the AP.
1.3.11 Minimum of 8 SSIDs and BSSIDs available on each AP.
1.3.12 Capable of multi-function services including: data access, intrusion detection, intrusion prevention, location tracking, real-time non-disruptive packet capture, RF monitoring with no physical "touch" and no additional cost.
1.3.13 Internal and external antenna options.
1.3.14 Wi-Fi alliance 802.11n Draft 2.0 certified Aps (supported by manufacturer's technical data sheet.
1.3.15 Auto-sensing 10/100/1000 on the network port.
1.4 AP-to-Controller Communication
1.4.1 Use of industry standards-based (IEEE or IETF) tunnelling protocols; specify standard that the tunnelling mechanism is based on.
1.4.2 Option to encrypt control path between the AP and the controller via standards-based protocols; specify standard that the encryption mechanism is based on.
1.4.3 Centralized Encryption/De-encryption (e.g. on switch/controller in data center).
1.4.4 Optionally support distributed Encryption/De-encryption (e.g. on AP's) without the need for specialized hardware with support mixed mode operations from a single

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switch/controller.

1.4.5 Support secure connection (e.g. IPSEC/VPN) of APs to centralized switch over "untrusted" (e.g. public WAN) network transport, without requiring external hardware and without requiring dedicated switch/controller.

1.5 AP Management

1.5.1 Automatic updates of firmware and software on all APs without user intervention.

1.5.2 Support discovery protocol from APs to find and sync with switch/controller, that works over routed and switched subnets and that does not require reconfiguration or features on routers or switches.

1.5.3 All AP configuration and service delivery information centrally managed and maintained via the switch/controller.

1.5.4 Centralized switch/controller provides a mechanism to support different groups of APs that share the same configuration of SSIDs, user VLANs, etc. – without requiring a separate management interface.

1.5.5 AP management performed through the use of groups and profiles for ease of scalability and deployment.

1.6 RF Management

1.6.1 Automatic adjustment of individual AP power and channel setting to maximize performance around other APs, limit the effects of interference (both 802.11 and non-802.11), and detect and correct any RF coverage holes.

1.6.2 Voice-aware RF management that provides the capability to pause channel scanning if an active voice-call(s) is detected.

1.6.3 Dynamic load balancing to automatically distribute clients to the least loaded channel and AP; load balancing must not require any client specific configurations or software.

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1.6.4 APs that are used for WLAN access should continue to perform RF scanning for the purposes of dynamic RF management and wireless intrusion detection and prevention; however this scanning should not adversely affect data transmission for mission-critical applications (user-defined), voice (through active / in-active call recognition) and load (user-defined threshold) – in other words, APs should delay scanning under these conditions until such time as resumption of scanning will not negatively impact these services.

1.6.5 Load balancing across bands and steering of dual-band capable clients from 2.4GHz to 5GHz in order to improve network performance without the use of client specific configurations or software.

1.6.6 Traffic shaping capabilities to offer air-time fairness across different type of clients running different operating systems in order to prevent starvation of client throughput in particular in a dense wireless user population without the use of client specific configurations or software.

1.6.7 Capability to provide preferred access for "fast" clients over "slow" clients (11n vs. 11a/b/g, and 11g vs. 11b) in order to improve overall network performance.

1.6.8 Co-channel interference management in order to prevent adverse affects of operating multiple APs in the same channel while in close proximity (for instance within 2.4GHz band where 3x 802.11 channels are available).

1.6.9 System should support the above functions in real time and without the need to perform any network baselines or manually administered measurements and must be based on real RF information versus models in management systems.

1.7 Access Control

1.7.1 Security enforcement for wireless users through the use of a role-based, stateful firewall that can be directly integrated with the roles defined within existing authentication servers.

1.7.2 Dynamic, stateful (as defined by ICSA) access rights into the network once authenticated based on source, destination, and/or ports (Bidder must provide ICSA report).

1.7.3 Access policies should provide for automatic capture of data and syslog of access rule triggers for audit and analysis.

1.7.4 Rules for access rights based on any combination of time, location, user identity, device identity, and extended attributes from the authentication database.

1.7.5 The firewall must be able to take action including to allow the traffic, deny the traffic, reject the traffic, route the traffic, destination or source NAT the traffic, modify the QoS level of the traffic, and blacklist (remove from the network) the client for policy matches.

1.7.6 Centralized switch / controller should provide the capability to support dynamic role updates of users (e.g. full-access to quarantined) based on messages received from any type of external IDS and NAC systems through the use of an integrated syslog parser.

1.7.7 Centralized switch / controller should provide the capability to support dynamic role updates of users (e.g. full-access to quarantined) based on messages received from any type of external IDS and NAC systems through the use of an integrated XML API.

1.8 Intrusion Detection / Prevention

1.8.1 Automatic Rogue AP classification (from interfering APs) and automatic rogue AP containment without requiring dedicated APs to listen on the wired ports

1.8.2 Accurate method of classifying real Rogues (on network) versus interfering neighbor networks whether Rogues have encryption or not and without client software or upgrades to current network.

1.8.3 Blacklisting of wireless user devices after failed authentication attempts for web based authentication and 802.1X authentication against user-defined thresholds

1.8.4 Blacklisting of wireless devices after firewall / ACL access rule violations are detected within the centralized switch / controller

1.9 Mobility

1.9.1 The system must support L2 roaming capabilities across APs (terminated on the same and different controllers) with no special client-side software required.

1.9.2 The system must support L3 roaming capabilities across APs (terminated on the same and different controllers) with no special client-side software required.

1.9.3 The system must support Opportunistic Key Caching (OKC).

1.9.4 The system must support Pairwise Master Key (PMK) caching.

1.10 Quality of Service

1.10.1 The system must be WMM-certified by the Wi-Fi alliance (supported by manufacturer's technical data sheet).

1.10.2 Upstream and downstream packet tagging between AP and controller/switch using standard tagging mechanisms; specify exact tagging support.

1.10.3 Per user, per device, and per application/TCP-port prioritization.

1.10.4 Advanced voice QoS services that prioritize voice streams over data for mixed mode devices (e.g. traffic-based instead of SSID-based prioritization) for any authentication method used

1.10.5 Dynamic voice-aware load balancing (call admission control) that takes into effect which voice protocol is used by the voice handset. This load balancing should preemptively move voice clients across APs while they are out-of-call in order to improve network performance

1.10.6 Automatic call recognition of Initiation Protocol (SIP), Skinny Client Control Protocol (SCCP), VOCERA, Spectralink Voice Protocol (SVP) VoWLAN protocols

1.10.7 Battery-saving features such as proxy ARP for clients, multicast/broadcast filtering, large DTIM configurations, multicast/broadcast to unicast conversion integrated into the AP and controllers without requiring client side software components

1.11 Network Services

1.11.1 The system must support internal routing, bridging and spanning tree capabilities across its ports within the centralized switch/controller in order to enable ease of deployment and scalability.

1.11.2 Source NAT and destination NAT must be available for private address use.

1.11.3 Interfaces on the switch/controller must be able to be set for DHCP in order to operate where static IP addressing is not available.

1.11.4 An internal DHCP server for ease of deployment and scalability must be available and must be able to redistribute dynamically learned information such as DNS, WINS, and local DNS suffix entries in the DHCP response.

1.11.5 Support GRE and IPSEC tunnels between controllers and other GRE/IPSEC termination devices in order to enable secure site-to-site connections without requiring external hardware.

1.11.6 Interoperable with any network access control software for all role-based policy enforcement features using syslog or XML APIs.

1.12 Management

1.12.1 Command line interface to control and manage all aspects of the system on the controller/switch.

1.12.2 SNMP v3

1.12.3 SSH must be supported and must be the default CLI access technology. Real-time configurable system changes, not requiring reboots or re-compilation to affect changes

1.12.4 Browser-based system for total solution management including: site planning, configuration, monitoring, troubleshooting, live heat maps, location, and reporting.

1.12.5 HTTPS must be supported and must be the default browser based interface access technology.

1.12.6 Single, unified management view to multiple controllers/switches and access points.

1.12.7 Single dashboard view of overall network, user, and security status

1.12.8 Administrative rights partitioning - different admins have different rights. At a minimum should be

1.12.8.1 full access - Full administrative privileges on the switch/controller.

1.12.8.2 read-only - Read only access on the switch/controller with no ability to modify the device configuration.

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1.12.8.3 guest provisioning support – A limited interface that only allows for the provisioning of guest users.

1.12.9 Configuration and policy changes applied globally to all systems and APs from a single entry point.

1.12.10 Accurate, real-time location tracking of devices and users including rogue APs and security violators.

1.12.11 Visual RF maps of actual coverage and data rates without the requiring baselines of network signals and/or material modeling of facilities. Predictive site survey tool that works in conjunction with the Visual RF tool to plan the network based on modelling requirements.

1.12.12 Support for large scale deployments using browser based network management able to support multi-vendor networks from the same console.

1.12.13 The ability to keep greater than one year of data in the management tool for reporting/compliance reports.

1.12.14 APs can be updated to support wireless mesh capability without requiring a separate dedicated switch/controller.

1.12.15 Wireless mesh capability should have options to support centralized encryption, wired traffic backhaul and local bridging.

1.12.16 APs can be upgraded from 802.11abg-only to 802.11abgn for cost-effective migration to 802.11n.

1.12.17 Capable of connecting all remote branches to the HQ without adding controllers.

1.13 Deployment and Support

1.13.1 Vendor and contractor must have actual Wireless deployment using the offered solution.

1.13.2 Provide maintenance agreement for one (1) year, With Corrective/ Remedial Maintenance and Quarterly Preventive Maintenance Visit

1.13.3 Must have service units at all time during maintenance period. Provide service unit

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Next business day when the hardware cannot be repaired onsite due to hardware failure, within Metro Manila only.

1.13.4 Technical phone support must be available 24x7 , Technical phone support response time must be 2 hours after notification by PAGCOR personnel

1.13.5 Provide unlimited technical phone consultation.

1.14 Others

1.14.1 The solution must be in the Leader Quadrant of the Gartner Report as of March 2011.

1.14.2 Must have at least 1 certified engineer c/o Distributor and at least 2 trained Engineer from Distributor and/or Reseller. Must provide a photocopy of certificate given by the manufacturer or principal.

1.14.3 Must provide a photocopy of Common Criteria Certificate for IT Security Evaluation version 3.1 with assurance level EAL4

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. 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.

e. It shall pay taxes in full and on time, failure to do so will entitle PAGCOR to suspend payment.

f. **MICROGENESIS SOFTWARE INC. D.B.A MICROGENESIS BUSINESS SYSTEMS** shall replace the delivered items that are found to have manufacturer's defect within thirty (30) calendar days from the date of receipt of notice from PAGCOR. Failure of **MICROGENESIS SOFTWARE INC. D.B.A MICROGENESIS BUSINESS SYSTEMS** to replace the same within the same period shall make **MICROGENESIS SOFTWARE INC. D.B.A MICROGENESIS BUSINESS SYSTEMS** 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 (as applicable).

g. Without prejudice to manufacturer's warranty, in order to assure that manufacturing defects shall be corrected by **MICROGENESIS SOFTWARE**

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INC. D.B.A MICROGENESIS BUSINESS SYSTEMS, 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 bank guarantee equivalent to at least ten percent (10%) of the total contract price.

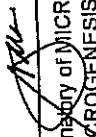
The said amounts shall only be released after the lapse of the warranty period provided, however that the goods supplied are free from patent and latent defects and all conditions imposed under the contract have been fully met.

In addition, the goods shall have a warranty of one (1) year from the date of acceptance of specified items in the Purchase Order, without prejudice to manufacturer's warranty.

12. Contract Amount: The total price for the Supply, Delivery and Installation of Secured Enterprise Wireless Equipment subject of this PO shall be in the amount of **ONE MILLION NINE HUNDRED THIRTY FOUR THOUSAND TWO HUNDRED NINETY FOUR PESOS AND 00/100 (PhP1,934,294.00)**. The break-down are as follows:

Description	Qty	Unit Price	Amount
MOBILITY CONTROLLERS			
Aruba 3400 Controller – 4x	1	P307,742.00	P307,742.00
SOFTWARE LICENSES			
Access Point License (32)	1	87,680.00	87,680.00
Access Point License (4)	1	11,230.00	11,230.00
Access Point License (1)	1	2,500.00	2,500.00
Protect License including WIP and Spectrum (32 AP Support)	1	70,179.00	70,179.00
Protect License including WIP and Spectrum (4 AP Support)	1	9,765.00	9,765.00
Protect License including WIP and Spectrum (1 AP Support)	1	3,500.00	3,500.00
Policy Enforcement Firewall (32 AP Licenses)	1	75,000.00	75,000.00
Policy Enforcement Firewall (4 AP Licenses)	1	11,000.00	11,000.00
Policy Enforcement Firewall (1 AP Licenses)	1	3,200.00	3,200.00
ACCESS POINT 802.11 a/b/g/n			
Aruba 105 Wireless Access Point (Dual Radio)	37	26,000.00	962,000.00
ACCESSORIES			
Aruba 105 Access Point Mounting Kit	37	2,500.00	92,500.00
1 Port PowerDsine PoE Midspan 10/100/1000 15.4W	37	4,000.00	148,000.00
SUPPORT AND MAINTENANCE			
Partner Care System Support (1 Year)	1	149,998.00	149,998.00
Partner Care AP Support (1 Year)	1		

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TOTAL (VAT-exclusive, zero-rated transaction)	P1,934,294.00
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Both parties agree that the total price stated herein already includes all applicable taxes, fees and charges required by the government. Supplier 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 for the duration of the Contract.

13. Schedule of payment: PAGCOR shall pay the total amount of **ONE MILLION NINE HUNDRED THIRTY FOUR THOUSAND TWO HUNDRED NINETY FOUR PESOS AND 00/100 (PhP1,934,294.00)**, VAT exclusive, zero rated transaction, based on any of the following:

- A. 90% of the total contract price upon completion of (supply, delivery, installation) per lot subject to PAGCOR's acceptance in writing of the items described in the PO. **PhP1,740,864.60**
- B. 10% Retention to be paid after one (1) year from the formal acceptance, if and when no patent and latent defects are noted **PhP 193,429.40**

OR;

100% of the contract price to be paid, 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 in writing of the items described in the PO and upon submission of a Special Bank Guarantee at least 10% of the total amount valid for one (1) year **PhP1,934,294.00**

14. Contract Time: The completion period for the entire work should be within forty five (45) calendar days from the effectivity date specified in the Notice to Proceed.

15. Performance Security: To guarantee the faithful performance of **MICROGENESIS SOFTWARE INC. D.B.A MICROGENESIS BUSINESS SYSTEMS** 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 Security	Amount in Percentage of Total Contract Price
Cash, cashier's/manager's check, bank draft/guarantee confirmed by a Universal or Commercial Bank.	Five Percent (5%) PhP96,714.70
Irrevocable letter of credit issued by a Universal or Commercial Bank	
Surety Bond (which us acceptable to PAGCOR) callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission.	Thirty Percent (30%) PhP580,288.20


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Any combination of the foregoing.	Proportionate to share of form with respect to total amount of security
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16. This Annex A, consisting of fifteen (15) pages, shall form part of PO # 97.

Signature over printed Name of Supplier/Date


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