



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

1852

PURCHASE ORDER P.O. No. 121

Page # 2
 Supplier : SHELLSO SHELLSOFT TECHNOLOGY CORPORATI
 Address : 3/F MEGASTATE BUILDING, ARANETA AVE. COR. AGND EXT., QUEZON CITY
 TIN : 000-335-779-000
 VAT : All Items are VAT Exclusive / Zero Rated

SEQ.# 1
 PO Date : 30 MAY 2012
 ITB Number :
 Buyer Code : SCN

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

Heaven Grace Hernandez
 Signature Over Printed Name of Supplier

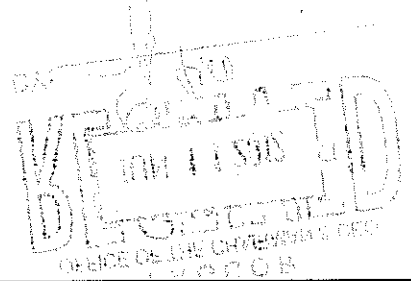
Recommended By:

 JORGE V. ARMIENDO
 PRESIDENT AND COO

: Funds Available
 :
 : VIDAL T. CABIGON JR. *dv 6/8*
 : AVP/SA Acctg Dept/Section:
 : Budget Authorization No. 2062265 Amount 1,241,552.50

Approved By:

 CRISTINA L. NAGUIAT, JR.
 CHAIRMAN AND CEO





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 TIN : 000-335-779-000
 VAT : All Items are VAT Exclusive / Zero Rated

P.O. No. 121
 SEQ.# 1
 PO Date : 30 MAY 2012
 ITB Number :
 Buyer Code : SCN 7/

Gentlemen :

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

Place of Delivery : PAGCOR IMUS WAREHOUSE

Payment Term : FER ANNEX A

Itemcode :	Description	Quantity	Unit	Unit Cost	Amount
FMD#60295 1 101022897	INFORMATION TECHNOLOGY DEPT. SOFTWARE - FC WINSVRICAL 2008 SNGL MVL DVCCAL	71.00	PC	977.50	69,402.50
FMD#60296 2 101022897	INFORMATION TECHNOLOGY DEPT. SOFTWARE - FC WINSVRENT 2008R2 SNGL MVL	3.00	PC	78,667.50	236,002.50
FMD#60300 3 101022897	INFORMATION TECHNOLOGY DEPT. SOFTWARE - FC EXCHGSTDCAL 2010 SNGL MVL DVCCAL	50.00	PC	2,252.50	112,625.00
FMD#60299 4 101022897	INFORMATION TECHNOLOGY DEPT. SOFTWARE - FC EXCHGSVRENT 2010SNGL MVL	1.00	PC	135,150.00	135,150.00
FMD#60302 5 101022897	INFORMATION TECHNOLOGY DEPT. SOFTWARE - FC SOLSVRENT 2008R2 SNGL MVL	2.00	PC	286,620.00	573,240.00
FMD#60297 6 101022897	INFORMATION TECHNOLOGY DEPT. SOFTWARE - FC SOLCAL 2008R2 SNGL MVL DVCCAL	21.00	PC	5,482.50	115,132.50

- - - N O T H I N G F O L L O W S - - -

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

Remarks :

Total Amount in Words: ONE MILLION TWO HUNDRED FORTY ONE THOUSAND FIVE HUNDRED FIFTY TWO PESOS AND 50/1

SUB-TOTAL :	1,241,552.50
TOTAL :	1,241,552.50
LESS DISCOUNT :	
CHARGE :	
GRAND TOTAL :	1,241,552.50

Purchase Order No. 121
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. **SHELLSOFT TECHNOLOGY CORPORATION** 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. **SHELLSOFT TECHNOLOGY CORPORATION** shall complete the *supply and delivery* of the goods within the time prescribed in the PO. Should **SHELLSOFT TECHNOLOGY CORPORATION** 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 **SHELLSOFT TECHNOLOGY CORPORATION** 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 **SHELLSOFT TECHNOLOGY CORPORATION** 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.

6/20/12
Signature over printed Name of Supplier / Date

Handwritten initials and marks at the bottom left of the page.

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. **SHELLSOFT TECHNOLOGY CORPORATION** hereby further warrants and represents that:

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

DESCRIPTION	QTY.
LOT 5: VARIOUS SOFTWARE LICENSES	
Device Client Access License for Active Directory (WinSvrCAL 2008 SNGL MVL DvcCAL)	71
Server License Enterprise Edition (Latest Version) for Active Directory (WinSvrEnt 2008R2 SNGL MVL)	3
Client Access License for Mail Clients compatible to the existing CAL used by PAGCOR (ExchgStdCAL 2010 SNGL MVL DvcCAL)	50
Mail Server Software License, enterprise edition (latest version) compatible to the existing mail software license used by PAGCOR (ExchgSvrEnt 2010 SNGL MVL)	1
Relational Database Server License, Enterprise Edition (latest version) compatible to existing database used by PAGCOR (SQLSvrEnt 2008R2 SNGL MVL)	2
Relational Database Device Client Access License compatible to the existing database used by PAGCOR (SQLCAL 2008R2 SNGL MVL DvcCAL)	21

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.

6/20/12

Hester
Signature over printed Name of Supplier / Date

Mz

