



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

PURCHASE ORDER

Page # 1
 Supplier : MICDATA MICRODATA SYSTEMS & MANAGEMENT
 Address : MDS BLDG., B17 JP RIZAL STREET, MAKATI CITY
 TIN : 000-132-948-000
 VAT : All Items are VAT Exclusive / Zero Rated

P.O. No. 148
 SER.# 2
 PO Date : 19 JUL 2012
 ITB Number : 06-20-2012
 Buyer Code : SGT *MS*

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

Itemcode :	Description	Quantity	Unit	Unit Cost	Amount
FMD#64302	MKTG. & CUSTOMER RELATIONS DEP	1.00	LOT	75,000.00	75,000.00
1 108002473	SERVICES				
--- NOTHING FOLLOWS ---					

Attachments: BUDGET, RV, CASF, AWARD OF CONTRACT, NOTICE OF AWARD, ABSTRACT
 TOTAL CONTRACT PRICE PHP 210,000.00
 Remarks : LOT1 DELIVERY PERIOD - JULY 23, 2012
 MAIN EVENT - JULY 24
 Total Amount in Words: SEVENTY FIVE THOUSAND PESOS ONLY

SUB-TOTAL : 75,000.00
 TOTAL : 75,000.00
 LESS DISCOUNT :
 CHARGE :
 GRAND TOTAL : 75,000.00

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.

"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

JASON P. VILLASOR 07-24-12
 Signature Over Printed Name of Supplier

Recommended by: *[Signature]*
 MA. REITHA G. CARREON
 OFFICER-IN-CHARGE 7/11

Approved By: *[Signature]*
 JORGE V. SARMIENTO
 PRESIDENT & COO

Funds Available :
 :
 :
 Budget Authorization No. *1040671* Amount *75,000.00*

VIDAL T. CARIGON JR.
 AVP/SA Acct. Dept./Section:
[Signature]

Purchase Order No. 148
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. **MICRODATA SYSTEMS AND MANAGEMENT, 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. **MICRODATA SYSTEMS AND MANAGEMENT, INC.** shall complete the supply/delivery/installation of the goods within the time prescribed in the PO. Should **MICRODATA SYSTEMS AND MANAGEMENT, INC.** incur delay in its performance, it shall pay a penalty of one-tenth of one percent (1/10 of 1%) of the total cost of the undelivered goods 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 **MICRODATA SYSTEMS AND MANAGEMENT, INC.** still fails to deliver the item after the lapse of 30 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 **MICRODATA SYSTEMS AND MANAGEMENT, INC.** fail 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.

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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. **MICRODATA SYSTEMS AND MANAGEMENT, INC.** hereby further warrants and represents that:

- a. The goods and specifications shall be as described under the PO.

Technical Description
<p>1. Lot 1 – CF Angeles - Mc Arthur Highway, Balibago, Angeles City</p> <p>1 set Indoor LED Wall: Configuration : 3m x 4m Total Size : 9.6 ft. x 12.8 ft.</p> <p>Accessories: 1 lot Cables, 1 unit LED processor and Other related accessories</p> <p>With the following conditions:</p> <ol style="list-style-type: none"> 1. Ingress of equipment is one (1) day before the event. 2. Technical testing to be done one (1) day before the event, and on the day of the event. 3. Egress may be done immediately after the event. 4. At least one (1) operator must be present to operate the equipment during testing and event proper.

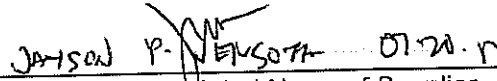
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Delivery Date	Date of Event
July 23, 2012	1st National Draw on July 24, 2012 Casino Filipino – Angeles

- 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 immediately upon receipt of notice. Failure to replace the same within the same period shall make **MICRODATA SYSTEMS AND MANAGEMENT, 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. Schedule of payment: PAGCOR shall pay the total amount of Seventy Five Thousand Pesos Only (PhP 75,000.00), VAT exclusive, zero rated transaction, for Lot 1 after performance of all the obligations provided in this contract, subject to PAGCOR's acceptance in writing.

13. This Annex consisting of three (3) pages shall form part of PO # 148.


 Signature over printed Name of Supplier

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