



# Philippine Amusement & Gaming Corporation

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

## PURCHASE ORDER P.O. No. 200

Page # 1

Supplier : IMAX IMAX TECHNOLOGIES, INC.

SEQ.# 1

Address : UNIT 214 & 229 CITYLAND SQUARE, MAKATI EXEC. TOWER III, GIL FUYAT AVE,

PO Date : 20 NOV 2012

TIN : 203-043-703-000

ITB Number : 09-37-2012

VAT : All Items are VAT Exclusive / Zero Rated

Buyer Code : EAA

Gentlemen :

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

Place of Delivery : PAGCOR HOUSE, #1330 ROXAS BLVD

Payment Term : PER ANNEX A

Itemcode :	Description	Quantity	Unit	Unit Cost	Amount
FMD#65287	INFORMATION TECHNOLOGY DEPT.				
1 205309038	OTH COMP REL ITEMS NETWORKING TOOLS NETWORK TESTER/ANALYZER TOOL FLUKE CABLE IQ-SVC KIT	3.00		140,652.00	421,956.00
2 209019105	OTH ENG/FAB CAPITAL EXP CRIMPER TOOLS NETWORK CRIMPER TOOL EZ-RJ45 HD	3.00		9,457.00	28,371.00

--- NOTHING FOLLOWS ---

Attachment: BUDGET, RV, CASF, AWARD OF CONTRACT, NOTICE OF AWARD, ABSTRACT	SUB-TOTAL :	450,327.00
	TOTAL :	450,327.00
	LESS DISCOUNT :	
Remarks :	CHARGE :	
	GRAND TOTAL :	450,327.00

Total Amount in Words: FOUR HUNDRED FIFTY THOUSAND THREE HUNDRED TWENTY SEVEN 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.

"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

Signature Over Printed Name of Supplier

Recommended by:

*Kathleen G. Delantar*  
KATHLEEN G. DELANTAR  
AM, BSL, PD

: Funds Available

:

: Budget Authorization No.

VIDAL T. CABIGON JR.

AMP/SA Acctg Dept/Section:

12050811 Amount 450,327

Approved By:

*Ma. Reina G. Carreon*  
MA. REINA G. CARREON  
AMP, PD

## Purchase Order No. 200

(Annex A – Terms and Conditions)

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1. The total price stated in the PO already includes all applicable taxes, fees and charges required by the government. **IMAX TECHNOLOGIES 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. **IMAX TECHNOLOGIES INC.** shall complete the (*supply, delivery and testing*) of the goods within the time prescribed in the PO. Should **IMAX TECHNOLOGIES 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 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 **IMAX TECHNOLOGIES INC.** 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 **IMAX TECHNOLOGIES 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.

Authorized Signatory of IMAX TECHNOLOGIES INC.

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. **IMAX TECHNOLOGIES INC.** hereby further warrants and represents that:

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

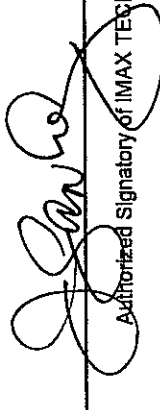
<b>SUPPLY, DELIVERY AND TESTING OF ONE (1) LOT NETWORKING TOOLS</b>		
<b>Branch / Site</b>	<b>Network Crimping Tool</b>	<b>Network Tester/Analyzer Tool</b>
CF- Bacolod	1 unit	1 unit
CF- Cebu	1 unit	1 unit
CF- Davao	1 unit	1 unit

**Three (3) Units of Network Tester/Analyzer Tool (Fluke Cable IQ-SVC Kit)**

- Cable IQ Service Kit includes Cable IQ Qualification Tester, six Cable IQ Remote Identifiers, Cable IQ Reporter Software CD, RJ45-RJ45 shielded patch cords (2), USB cable, coax "F" push-on cable, RJ45/RJ11 universal coupler, LinkRunner Network Multimeter, LinkRunner main wiremap adapter, Intellitone Digital Probe 200, test accessory soft pouch, owners CD and quick start guide, packaged in a rugged carrying case; one (1) 9V and six (6) AA batteries included.

**THREE (3) UNITS NETWORK CRIMPER TOOL (EZ-RJPRO HD):**

- Professional EZ-RJPRO Precision ground crimp dies
- Cushion Grip with Straight action cut and crimp in one cycle
- Full cycle ratcheting mechanism to provide consistent termination

  
 Authorized Signatory of IMAX TECHNOLOGIES INC.

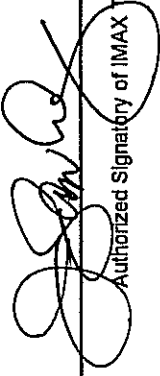
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- Built-in wire cutter and stripper with replaceable trimming blades
- Rust resistant block oxide coating
- Compatible in terminating CAT5e / CAT6 Cables and RJ-45 Connectors
- Compatible in terminating RJ11 / RJ12 Cables and Connectors

- 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. **IMAX TECHNOLOGIES INC.** 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 **IMAX TECHNOLOGIES INC.** to replace the same within the same period shall make **IMAX TECHNOLOGIES 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, including Sundays and Holidays (as applicable)
- 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 **IMAX TECHNOLOGIES INC.**, a warranty shall be required from it for a minimum period of one (1) year after performance and acceptance of the contract.
- h. 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.
- i. 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.
- j. 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. Schedule of payment: PAGCOR shall pay the total amount of FOUR HUNDRED FIFTY THOUSAND THREE HUNDRED TWENTY PESOS (Php450,327.00), VAT exclusive, zero rated transaction, based on any of the following:

Authorized Signatory of IMAX TECHNOLOGIES INC.



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- A. 90% of the total contract price upon completion of (supply, delivery, installation, testing and commissioning) subject to PAGCOR's acceptance in writing of the items described in the PO. PhP405,294.30
- 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 45,032.70

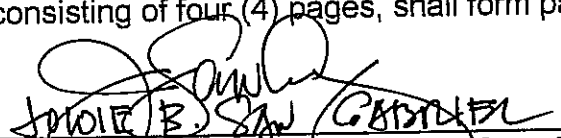
OR;

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 from the issuance of the Final Certificate of Acceptance. PhP450,327.00

13. Performance Security: To guarantee the faithful performance of **IMAX TECHNOLOGIES INC.** 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 issued by a Universal or Commercial Bank.	Five Percent (5%) PhP22,516.35
Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank, Provided that if issued by a foreign Bank it shall be confirmed by a Universal or Commercial Bank	
Surety Bond (which is acceptable to PAGCOR) callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.	Thirty Percent (30%) PhP135,098.10
Any combination of the foregoing.	Proportionate to share of form with respect to total amount of security

14. This Annex A, consisting of four (4) pages, shall form part of PO # 200.

  
Signature over printed Name of Supplier/Date