



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

PURCHASE ORDER

Page # 1
 Supplier : FHILDAT FHIL-DATA BUSINESS SYSTEMS, INC.
 Address : 3/F KINGS COURT II BLDG., 2129 PASONG TAYO STREET, MAKATI CITY
 TIN : 000-136-396-000
 VAT : All Items are VAT Exclusive / Zero Rated

P.O. No. 254
 SEQ.# 1
 PO Date : 10 JAN 2013
 ITB Number : 11-148-2012
 Buyer Code : JAC

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

Place of Delivery : PAGCOR HOUSE, ROXAS BLVD, ERMITA Payment Term : PER ANNEX A

| Itemcode : | Description | Quantity | Unit | Unit Cost | Amount |
|--------------------------|--|----------|------|-----------|-----------|
| FMDH67352 1 101026023 | CF-DAVAO LICENSE VIRTUALIZATION SERVER LICENSE | 1.00 | LOT | 68,800.00 | 68,800.00 |
| --- NOTHING FOLLOWS --- | | | | | |

Attachment: BUDGET, RV, CASF, AWARD OF CONTRACT, NOTICE OF AWARD, ABSTRACT
 Remarks :
 Total Amount in Words: SIXTY EIGHT THOUSAND EIGHT HUNDRED PESOS ONLY

| | |
|-----------------|-----------|
| SUB-TOTAL : | 68,800.00 |
| TOTAL : | 68,800.00 |
| LESS DISCOUNT : | |
| CHARGE : | |
| GRAND TOTAL : | 68,800.00 |

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

Oscar Labarte Jr
 Signature Over Printed Name of Supplier

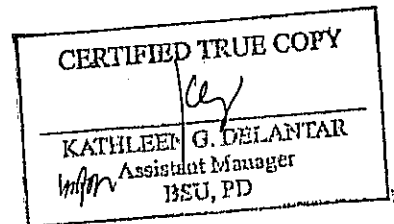
Recommended by:
Kathleen G. Delantar
 KATHLEEN G. DELANTAR
 AM, BSU, PD

Funds Available :
 :
 :
 Budget Authorization No. 12081371 Amount 68,800-

VIDAL T. CARIGON JR.
 AVP/SA Acctg Dept/Section

Approved By:
Ma. Regina Rosa G. Carreon
 MA. REGINA ROSA G. CARREON
 AVP, PD

RECEIVED WITH ANNEX A
Oscar Labarte Jr
 1-17-13





Philippine Amusement and Gaming Corporation
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Purchase Order No. 254
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. **PHIL-DATA BUSINESS SYSTEMS, 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. **PHIL-DATA BUSINESS SYSTEMS, INC.** shall complete the supply and delivery of the goods within the time prescribed in the PO. Should **PHIL-DATA BUSINESS SYSTEMS, 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 **PHIL-DATA BUSINESS SYSTEMS, 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 penalties agreed upon, PAGCOR shall have the option to terminate the purchase.

3. In the event that **PHIL-DATA BUSINESS SYSTEMS, 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.

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BSCAM
Signature over printed Name of Supplier

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

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. **PHIL-DATA BUSINESS SYSTEMS, INC.** hereby further warrants and represents that:
 - a. The goods and specifications shall be described as follows:

| | |
|---|--|
| VIRTUALIZATION SERVER LICENSE | |
| One (1) License | Virtualization Server License, compatible with those used in PAGCOR |
| Additional Terms and Conditions: | |
| | The winning bidder shall provide the following technical support: <ul style="list-style-type: none"> • 24x7 available technical support • One (1) hour response time upon receipt of call • Two (2) hours onsite support |

- 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.

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 OSCAR LABANETE JR
 Signature over printed Name of Supplier



- 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 by the **PHIL-DATA BUSINESS SYSTEMS, INC.** when the delivered items are found to have manufacturer's defect within **one (1) calendar day or within twenty-four (24) hours** from the date of receipt of notice from PAGCOR. Failure of **PHIL-DATA BUSINESS SYSTEMS, INC.** to replace the same within the same period shall make **PHIL-DATA BUSINESS SYSTEMS, 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 **PHIL-DATA BUSINESS SYSTEMS, INC.** as follows:
 - g.1. 24x7 available technical support
 - g.2. One (1) hour response time upon receipt of call
 - g.3. Two (2) hours onsite support

a warranty shall be required from **PHIL-DATA BUSINESS SYSTEMS, INC.** for a minimum period of one (1) year technical support after performance and acceptance of the contract.
 - h. In addition, the goods shall have a warranty of **One (1) year technical support** 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 **SIXTY-EIGHT THOUSAND EIGHT HUNDRED PESOS (PhP 68,800.00)**, VAT exclusive, zero rated transaction, after performance of all the obligations provided in this contract, subject to PAGCOR's acceptance in writing.
13. This Annex A, consisting of three (3) pages, shall form part of PO # 254.

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 OSCAR LABARCA JIL
 Signature over printed Name of Supplier / Date

Handwritten initials