



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

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**PURCHASE ORDER**

Page # 1

Supplier : MICROGE MICROGENESIS BUSINESS SYSTEMS  
 Address : 2/FALEGRIA ANNEX BLDG, 2229 CHINO ROCES AVENUE, MAKATI CITY  
 TIN : 000-342-262-000  
 VAT : All Items are VAT Exclusive / Zero Rated

P.O. No. 343

SEQ.# 1  
 PO Date : 24 SEP 2013  
 ITB Number : 07-12-2013  
 Buyer Code : AVD

Gentlemen :

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

Place of Delivery : REFER TO ANNEX A AND NTP

Payment Term : PER ANNEX A

Itemcode :	Description	Quantity	Unit	Unit Cost	Amount
PMD#69210 1 101022897	INFORMATION TECHNOLOGY DEPT. SOFTWARE - PC ADOBE CS6 MASTER COLLECTION 6 MULTIPLE PLATFORMS, INTERNATIONAL ENGLISH AOO (FOR TECHNICAL SPECIFICATION, PLEASE REFER TO PO ANNEX A)	4.00 \	PC	126,000.00	504,000.00
PMD#70290 2 101022897	HUMAN RESOURCE AND DEVT. DEPT. SOFTWARE - PC ADOBE ACROBAT 11 WINDOWS INTERNATIONAL ENGLISH AOO LICENSE / 65197407AD01A00 (FOR TECHNICAL SPECIFICATION, PLEASE REFER TO PO ANNEX A)	2.00 \	PC	14,850.00	29,700.00
PMD#70289 3 101014046	HUMAN RESOURCE AND DEVT. DEPT. SOFTWARE KODAK CAPTURE PRO SOFTWARE (FOR TECHNICAL SPECIFICATION, PLEASE REFER TO PO ANNEX A)	2.00	LOT	26,000.00	52,000.00
4 205308070	OTH COMP REL ITEMS SCANNER KODAK I2600 SCANNER (FOR TECHNICAL SPECIFICATION, PLEASE REFER TO PO ANNEX A)	2.00 \		68,000.00	136,000.00
				<b>SUB-TOTAL :</b>	<b>721,700.00</b>



**PURCHASE ORDER**

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

P.O. No. 343  
 SEQ.# 1  
 PO Date : 24 SEP 2013  
 ITB Number : 07-12-2013  
 Buyer Code : AVD *S*

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

Place of Delivery : REFER TO ANNEX A AND NTP  
 Payment Term : PER ANNEX A

Itemcode :	Description	Quantity	Unit	Unit Cost	Amount
CONTINUATION OF PO#: 343				AMOUNT FORWARDED :	721,700.00
- - - NOTHING FOLLOWS - - -					

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

SUB-TOTAL :	721,700.00
TOTAL :	721,700.00
LESS DISCOUNT :	
CHARGE :	
GRAND TOTAL :	721,700.00

**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  
CHARIS-ANNA CASULTOS  
 Signature Over Printed Name of Supplier

Recommended by: KATHLEEN G. DELANTAR    : Funds Available  
 AM, BSU, PD    :  
 : VIDAL B. CABIGON JR.    *9/27*  
 : AVP/SA Aectg Dept/Section:  
 : Budget Authorization No. 12-10-1698 Amount 721,700.00

Approved By: MA. REINA G. CARREON *9/30*  
 AVP, PD



**Purchase Order 343**  
**(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. **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 BUSINESS SYSTEMS** shall complete the supply and delivery of the goods within the time prescribed in the PO. Should **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 undelivered item 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 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 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.

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 CHARIS - ANN A. GATULUIS / Oct 01, 2013  
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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.
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 BUSINESS SYSTEMS** hereby further warrants and represents that:
  - a. The goods and specifications shall be described as follows:

LOT 2	<b>SOFTWARE CREATIVE SUITE MASTER COLLECTION &amp; PORTABLE DOCUMENT FILE WRITER</b>	
	Four (4) pcs	Ultimate toolkit creative suite for professional design, master collection (Paper License) compatible with the existing operating system used by PAGCOR-CCD.

Page 2 of 10  
P.O. No. 343

LOT 2 (SUPPLY AND DELIVERY OF SOFTWARE CREATIVE SUITE MASTER COLLECTION & PORTABLE DOCUMENT FILE WRITER) AND LOT 3 (SUPPLY & DELIVERY OF MID-RANGE SCANNER BUNDLED WITH SCANNING SOLUTION SOFTWARE) OF THE SUPPLY AND DELIVERY OF THREE (3) LOTS ITD EQUIPMENT AND SOFTWARE LICENSES FOR ITD, CCD AND HRDD UNDER ITB NO. 07-12-2013

CHARLES-ANN R. GASULTOS / Oct 01, 2013  
 Signature over printed Name of Supplier/Date

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Charles - ANNA A. GAJULOS / OCT 01, 2013  
 Signature over printed Name of Supplier/Date

	Two (2) licenses	Portable Document File Writer
LOT 3	<b>MID-RANGE SCANNER BUNDLED WITH SCANNING SOLUTION SOFTWARE</b>	
	Two (2) units	<b>KODAK i200 Mid-Range Scanner</b>
		<b>KODAK Scanning Solution Software</b>
		Recommended daily volume up to 4000 pages per day
		With Automatic Document Feeder
		Feeder Capacity up to 75 sheets of 75g/m2 paper
		Scanning Speed at 200 dpi * <b>Simplex</b> -Black & white/ gray-scale / color-up to 50 ppm * <b>Duplex</b> - Black & white/ gray-scale /color-up to 100 ipm
		Optical Resolution 600 dpi
		Multi Feed Detection with ultrasonic technology
		Output Resolution 100/ 150 /200 /240 /250 /300 /400 /600 /1200 dpi
		The scanning solution should come from the same manufacturer of the mid-range scanner being purchased for compatibility and should be able to scan directly from the scanner to the portal libraries and folders.  (No extra step needed to upload the scanned images to the targeted portal libraries and folders.)
	One (1) year warranty on parts and labor	

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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CHARAS-KUN A. GARUTAS / OCT 01, 2013  
Signature over printed Name of Supplier/Date

- 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 within seven (7) calendar days upon receipt of notice. Failure to replace the same within the same period shall make **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.
- 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 **MICROGENESIS BUSINESS SYSTEMS** a warranty shall be required from it for a minimum period of one (1) year after performance 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. **MICROGENESIS BUSINESS SYSTEMS**, for Lot 3 (Supply and Delivery of Mid-Range Scanner bundled with Scanning Solution), shall provide the following:
  - i. Phone and email support, 8x5, for the Mid-range scanner;
  - ii. One (1) hour response time upon receipt of call/notice by acknowledging that there is a problem and a resolution has to be drawn up by them. If said problem has not been resolved after one (1) hour after acknowledgement, they need to be present on site for troubleshooting. A service unit must be provided within four (4) hours from receipt of call if the problem has not yet been resolved.

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**MICROGENESIS BUSINESS SYSTEMS** shall provide a service unit within a period of one (1) year; and

iii. Units for pull-out shall be picked-up/delivered where it is located. Failure of **MICROGENESIS BUSINESS SYSTEMS** to comply within the same period shall make **MICROGENESIS BUSINESS SYSTEMS** liable for paying 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).

k. **MICROGENESIS BUSINESS SYSTEMS**, for Lot 3 (Supply and Delivery of Mid-Range Scanner bundled with Scanning Solution), shall also carry sufficient inventories to assure supply of spares for the goods for a period of five (5) years. Spares shall be supplied within twenty-four (24) hours from notice by PAGCOR.

12. Delivery Schedule: **MICROGENESIS BUSINESS SYSTEMS** shall deliver the required proceeding items within **sixty (60) calendar days** from the effectivity date specified in the Notice to Proceed at the PAGCOR Old Corporate Office, PAGCOR House, # 1330 Roxas Boulevard, Ermita, Manila.

QUANTITY	DESCRIPTION
Four (4) pieces	Ultimate toolkit creative suite for professional design, master collection latest edition (Paper License)
Two (2) licenses	Portable Document File Writer
Two (2) units	Kodak i2600 Mid-Range Scanner
Two (2) units	Kodak Scanning Solution Software

13. Schedule of payment: PAGCOR shall pay the total amount of Seven Hundred Twenty-One Thousand Seven Hundred Pesos (PhP721,700.00) for Lot 2 (Supply and Delivery of Software Creative Suite Master Collection and Portable Document File Writer) and Lot 3 (Supply and Delivery of Mid-Range Scanner Bundled with Scanning Solution Software), VAT Exclusive, Zero-Rated Transaction, based on any of the following:

Signature over printed Name of Supplier/Date  
CHARLES - ANN A. GARDUENS / OCT 01, 2013

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A. 90% of the total contract price upon completion of the supply and delivery of the aforesaid items, subject to PAGCOR's acceptance in writing of the items described in the PO.

	DESCRIPTION	90% PAYMENT
LOT 2	SUPPLY AND DELIVERY OF SOFTWARE CREATIVE SUITE MASTER COLLECTION AND PORTABLE DOCUMENT FILE WRITER	
Four (4) pcs	ADOBE CS6 MASTER COLLECTON 6, MULTIPLE PLATFORMS, INTERNATIONAL ENGLISH AOO, LICENSE / 65166816AC01A00 Ultimate toolkit creative suite for professional design, master collection latest edition (Paper License)	PhP453,600.00
Two (2) licenses	ADOBE ACROBAT 11 WINDOWS, INTERNATIONAL ENGLISH AOO LOCENSE / 65197407AD01A00 Portable Document File Writer	PhP26,730.00
LOT 3	SUPPLY AND DELIVERY OF MID-RANGE SCANNER BUNDLED WITH SCANNING SOLUTION SOFTWARE	
Two (2) units	KODAK i2600MID-RANGE SCANNER	PhP122,400.00
Two (2) units	KODAK CAPTURE PRO SOFTWARE, SCANNING SOLUTION SOFTWARE	PhP46,800.00
	<b>TOTAL</b>	<b>PhP 649,530.00</b>

B. 10% Retention per completed delivery to be paid after one (1) year from the formal acceptance, if and when no patent and latent defects are noted

CHARRS - ANN A. GASULTOS / OCT 01, 2013  
 Signature over printed Name of Supplier/Date

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	DESCRIPTION	10% PAYMENT
<b>LOT 2</b>	<b>SUPPLY AND DELIVERY OF SOFTWARE CREATIVE SUITE MASTER COLLECTION AND PORTABLE DOCUMENT FILE WRITER</b>	
Four (4) pcs	ADOBE CS6 MASTER COLLECTON 6, MULTIPLE PLATFORMS, INTERNATIONAL ENGLISH AOO, LICENSE / 65166816AC01A00 Ultimate toolkit creative suite for professional design, master collection latest edition (Paper License)	PhP 50,400.00
Two (2) licenses	ADOBE ACROBAT 11 WINDOWS, INTERNATIONAL ENGLISH AOO LOCENSE / 65197407AD01A00 Portable Document File Writer	PhP 2,970.00
<b>LOT 3</b>	<b>SUPPLY AND DELIVERY OF MID-RANGE SCANNER BUNDLED WITH SCANNING SOLUTION SOFTWARE</b>	
Two (2) units	KODAK i2600MID-RANGE SCANNER	PhP13,600.00
Two (2) units	KODAK CAPTURE PRO SOFTWARE, SCANNING SOLUTION SOFTWARE	PhP 5,200.00
	<b>TOTAL</b>	<b>PhP72,170.00</b>

OR;

100% per completed delivery 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 ten percent (10%) of the total amount valid for one (1) year from issuance of the final Certificate of Acceptance.

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P.O. No. 343

LOT 2 (SUPPY AND DELIVERY OF SOFTWARE CREATIVE SUITE MASTER COLLECTION & PORTABLE DOCUMENT FILE WRITER) AND LOT 3 (SUPPLY & DELIVERY OF MID-RANGE SCANNER BUNDLED WITH SCANNING SOLUTION SOFTWARE) OF THE SUPPLY AND DELIVERY OF THREE (3) LOTS ITD EQUIPMENT AND SOFTWARE LICENSES FOR ITD, CCD AND HRDD UNDER ITB NO. 07-12-2013

Signature over printed Name of Supplier/Date

C. HARIS-ANN A. GALUDOS / OCT 01, 2013

C. Galudos

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CHACIS-ANN A GASUTOS / OCT 01, 2013  
 Signature over printed Name of Supplier/Date

	DESCRIPTION	100% PAYMENT
LOT 2	SUPPLY AND DELIVERY OF SOFTWARE CREATIVE SUITE MASTER COLLECTION AND PORTABLE DOCUMENT FILE WRITER	
Four (4) pcs	ADOBE CS6 MASTER COLLECTON 6, MULTIPLE PLATFORMS, INTERNATIONAL ENGLISH AOO, LICENSE / 65166816AC01A00 Ultimate toolkit creative suite for professional design, master collection latest edition (Paper License)	PhP 504,000.00
Two (2) licenses	ADOBE ACROBAT 11 WINDOWS, INTERNATIONAL ENGLISH AOO LOCENSE / 65197407AD01A00 Portable Document File Writer	PhP 29,700.00
LOT 3	SUPPLY AND DELIVERY OF MID-RANGE SCANNER BUNDLED WITH SCANNING SOLUTION SOFTWARE	
Two (2) units	KODAK i2600MID-RANGE SCANNER	PhP136,000.00
Two (2) units	KODAK CAPTURE PRO SOFTWARE, SCANNING SOLUTION SOFTWARE	PhP 52,000.00
	<b>TOTAL</b>	<b>PhP721,700.00</b>

14. Performance Security: To guarantee the faithful performance of **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:

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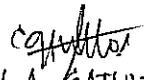
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 CHAPAS - ANN J. GAJULOS / OCT 01, 2013  
 Signature over printed Name of Supplier/Date

Form of Security	Amount in Percentage of Total Contract Price	
Cash or cashier's/manager's check issued by a Universal or Commercial Bank.	<b>Lot and Description</b>	<b>Five Percent (5%)</b>
Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.	Lot 2 (Supply and Delivery of Software Creative Suite Master Collection and Portable Document File Writer)	PhP 26,685.00
	Lot 3 (Supply and Delivery of Mid-Range Scanner Bundled with Scanning Solution Software)	PhP 9,400.00

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Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.	<b>Lot and Description</b>	<b>Thirty Percent (30%)</b>
	Lot 2 (Supply and Delivery of Software Creative Suite Master Collection and Portable Document File Writer)	PhP 160,110.00
	Lot 3 (Supply and Delivery of Mid-Range Scanner Bundled with Scanning Solution Software)	PhP 56,400.00
Any combination of the foregoing.	Proportionate to share of form with respect to total amount of security	

15. This Annex A, consisting of ten (10) pages, shall form part of PO # 343.

  
CHARIS-ANN A. GAJUTOS / OCT 01, 2013  
**Signature over printed Name of Supplier/Date**

certifier  
 CHARIS-ANN A. GAJUTOS / OCT 01, 2013  
**Signature over printed Name of Supplier/Date**

