



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

9089

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. 345
SEQ. # 1
PO Date : 27 SEP 2013
ITB Number : 08-05-2013
Buyer Code : AAR *Per*

Gentlemen :

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

Place of Delivery : PAGCORHOUSE ROXAS BLVD., ERMITA

Payment Term : PER ANNEX A

Itemcode	Description	Quantity	Unit	Unit Cost	Amount
PKD#74946 1 101014046	INFORMATION TECHNOLOGY DEPT. SOFTWARE SOPHOS DATA PROTECTION SUITE	1.00	LOT	3,097,500.00	3,097,500.00

--- NOTHING FOLLOWS ---

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

SUB-TOTAL : 3,097,500.00
TOTAL : 3,097,500.00
LESS DISCOUNT :
CHARGE :
GRAND TOTAL : 3,097,500.00

Remarks :

Total Amount in Words: THREE MILLION NINETY SEVEN THOUSAND FIVE HUNDRED 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

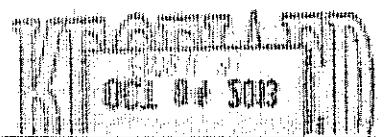
Recommended by:

MA. REYNA G. CARREON
AVP / PD

: Funds Available
: VIDAL T. CABIGON JR.
: AVP/SA Acctg Dept/Section
: Budget Authorization No. 13-03-0490 Amount P 3,097,500.00

Approved By:

JORGE V. SARRIENTO
PRESIDENT AND COO



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Philippine Amusement and Gaming Corporation
A Sure Bet for Progress in Gaming, Entertainment and Nation Building
Purchase Order Form
(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, delivery, installation, testing and commissioning 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/s 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.
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. **MICROGENESIS BUSINESS SYSTEMS** hereby further warrants and represents that:

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

Supply, Delivery, Installation, Testing and Commissioning of Two (2) Year Endpoint Security and E-mail Gateway Protection Software License	
SOPHOS DATA PROTECTION SUITE	
Endpoint Protection	One (1) Lot
Platform Supported: NT/2000/XP/Win 7/Vista/ Windows 8/ Server2003/ Vista/ Server 2008/ Server 2012/ VMware/ ESX/ MAC OS/ Linux/ Hyper V/ Citrix Xen Server	
Centralized Management Console for multiple operating systems: Windows, MAC, UNIX, Linux and virtualized platforms	

ANNEX "A" OF P.O. NO. 345

Supply, Delivery, Installation, Testing and Commissioning of Two (2) Year Endpoint Security and E-mail Gateway Protection Software License

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MANILA M. BARRERA

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Actionable security dashboard (can perform full scan, cleanup and remediation from the console)	
Full active directory integration for automatic deployment of endpoint agents	
Centralized multiple platform updating	
Targeted remote malware and potentially unwanted applications (PUA) cleanup from console	
Targeted remote PUA/Suspicious/Buffer overflow protection authorization	
Rootkit detection and cleanup	
Detects, block and clean up known and unknown threats, including virus, spyware, adwares and potentially unwanted applications (PUAs).	
Monitors applications launched on the endpoints, removable devices and data that are forwarded or transmitted	
License for One Thousand Five Hundred (1,500) endpoints bundled with One Thousand Five Hundred (1,500) free licenses as a value added service for work outside office use	
Integrated Client Firewall	
Platform supported: 2000/ XP/ Vista/ Windows 7/ Windows 8	
Provides stealth mode	
Prevents application hijacking and checksum-based exclusion	
Centrally managed firewall	
Location-aware firewall so different firewall policies can be applied when endpoint is within or outside the company network	

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ANNEX "A" OF P.O. NO. 345

Supply, Delivery, Installation, Testing and Commissioning of Two (2) Year Endpoint Security and E-mail Gateway Protection Software License

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Part of the endpoint protection	
Use "stateful inspection" and monitor communication between packets	
Application Control	
Selectively authorize or block legitimate applications that impact network bandwidth, systems availability and user productivity	
Vendor-managed list to offload the administrator from monitoring new applications or versions. Administrators can select and allow specific applications or specific categories of applications.	
Provides and automatically updates the list of controlled applications	
Integrated in unified detection engine	
Policy set in central management console	
Allows different policies for different groups	
Can enforce company policies as well as reduce security risks.	
Stop instant messaging, games, peer-to-peer applications who consume bandwidth	
Prevent confidential information from being exposed via peer-to-peer exchange or transmitted via instant messaging	
Device Control	
Control the use of removable storage, optical media drives and wireless networking devices and define which computers have access to specific removable devices	
Should be port-agnostic and should support whatever port is used to connect the device like USB, FireWire, SATA and PCMCIA interfaces.	

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Ability to set storage devices in "Read-only mode" to prevent data from being written	
Ability to run in "alert-only" mode providing administrators a view of the device usage across the network	
Prevents wireless bridging ex. Disables wireless when Ethernet is connected (Protect your network from backdoor connections)	
Supports device instance and model exceptions	
Easy authorization of allowed devices	
Integrated in unified detection engine	
Policy set in central management console	
Allows different policies for different groups	
Block Windows from bridging two (2) networks	
Host Intrusion Prevention System (HIPS)	
Guarding against unknown threats by analyzing behavior before code executes	
Stop zero-day threats with built-in HIPS	
Behavioral Protection Suspicious Behavior Detection Buffer Overflow Protection	
Runtime Protection	
Monitor and block suspicious behavior like registry or critical windows system files modification	
Protection against buffer overflow	
Web Protection	
Block URLs that are hosting malware	
Live in-the-cloud lookups check database of Millions of	

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compromised sites	
Protects users everywhere, in the office, and when not behind corporate protection, i.e. at home or over public WIFI	
Integrated into existing endpoint agent with no endpoint configuration required	
On-line scanning for malware (in the cloud)	
Runtime HIPS/behavior combination	
Ability to detect and block compromised / hijacked trusted sites	
Multi-web browser support	
Provides control of the Internet regardless of the browser used through "Web LENS" technology (Web Lightweight Endpoint Scanner).	
Tamper Protection	
Prevents users from uninstalling the antivirus, auto update, client firewall, remote management system and disk encryption on a windows computer	
Policy is configured within Enterprise Console	
Requires password to be set for protection and can only be configured on the endpoint if the user has administration rights or the correct password is entered	
Data Loss protection	
Control the transfer of sensitive data	
Integrated into endpoint agent	
Pre-packaged data definitions	
Integrated full disk encryption, encrypting the entire hard disk	

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With Local Self Help and Challenge / Response recovery method	
Encrypt files saved in removable storage and shared through emails	
Monitor transfer of sensitive data to removable storage	
Pre-packaged data definitions of sensitive and personally identifiable information (PII) to save time	
Integrated in the license	
Data control	
Must be fully integrated content monitoring solution	
Monitors data transferred onto data points like removable storage, optical and disk drives, and internet-enabled applications (web browser, email client, instant messaging)	
Block/allow/warn/log transfer of files based on "true" file type and/or content using regular expressions	
Integrated in the license	
Web Control	
Control access inappropriate website	
Create Web control policy from enterprise console and apply to the right PC group	
Add own list of URLs or IP address via exceptions tab	
Enterprise Control	
Platform supported: 2000/2003 Server and R2 Server 2008	
Implementation on virtual environment	
Can deploy, update, configure and monitor your clients	

PARTIAL INSTRUCTIONS

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with centralized administration of all Endpoint Protection components on simple and complex networks	
Centralized administration tool for all components	
Policy-based	
Role-based administration privileges	
Centralized policy covering updating schedules, Antivirus and HIPS, client firewall, application, device and data control and NAC	
Can create subgroups to create an entire tree, all subgroups inherit the policies applied to the parent group	
Role-based administration	
Separate view for administrator, helpdesk, auditors, etc.	
Delegate part of the administration to a list of administrators with restricted permissions. Can create custom roles that will suit to needs and can be assigned to Windows users or groups.	
Active directory synchronization	
Automatic computer discovery and synchronization with AD structure	
Centralized policy covering updating schedules, Antivirus and HIPS, client firewall, application, device and data control and NAC	
Automatic installation of newly discovered	
Failsafe updating	
Multiple sources of update with automatic failover	
Bandwidth Throttling support for low-speed network links	
Automatically download small frequent updates from nearest and best location to reduce computer and network impact	

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ANNEX "A" OF P.O. NO. 345

Supply, Delivery, Installation, Testing and Commissioning of Two (2) Year Endpoint Security and

E-mail Gateway Protection Software License

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Identify unpatched computers	
Identify patches that might not be deployed correctly	
Sort patches by priority according to the threat associated	
Create a vulnerability audit of your PCs	
Reduce greatly the risk of infection	
E-MAIL Protection	
Gateway: Sendmail 8.13.6 or higher, Postfix 2.5.4 or higher	
Platform Supported: 32-bit Red Hat Enterprise Linux on x86/x86-64 (3 to 5) 64-bit Red Hat Enterprise on x86-64 (4 and 5) 32-bit SUSE Linux on x86/x86-64 (Enterprise Server 8 to 10, Professional 8 to 9.2) 32-bit Debian on x86/x86-64 (3.0, 3.1, 4) 32-bit FreeBSD on x86/x86-64 (5.4, 6.1, 6.2, 6.3)	
Protection	
Detection, cleanup, deletion or quarantine of viruses, spyware, Trojans, and worms	
Over 99% spam and scams detection rate with very low false positive	
Advanced perimeter protection	
Uses genotype technology to detect unknown spam campaigns and unknown virus threats	
Automatic Anti-virus and anti-spam updates	
Global and Individual allow lists and block lists (whitelisting and blacklisting)	
Content filtering to block unauthorized emails and unauthorized file types	

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Supply, Delivery, Installation, Testing and Commissioning of Two (2) Year Endpoint Security and E-mail Gateway Protection Software License

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True File Type detection	
Data Loss prevention managed by Vendor Labs	
Addition of disclaimers to outbound emails	
Unique SPX/PDF email encryption to protect sensitive data (thru Virtual appliance)	
TLS encryption support	
Integration with multiple LDAP, Active Directory, Lotus and e-Directory services	
Flexible policies by users or user groups with or without LDAP/Active Directory	
Web-based management console	
Real time Dashboard in the console	
End-to-end message forensics with access to quarantine, mail logs and mail queue	
Platform-independent	
Easily fits into any existing email infrastructure	
Policy-based	
Scans email and attachments for specific keywords, credit card numbers, phrases, or patterns, and re-routes or tags inbound/outbound messages based on their content	
Blocks messages, removes or renames attachments, notifies or warns users, and routes to third-party end-to-end encryption or archiving solutions based on a wide range of message attributes	
Assign different policy rules to different groups and users	
End-User Quarantine Management	
Quarantine Digest to provide end-users with scheduled	

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quarantine review.	
Web Based end-user interface to manage their personal quarantine, allow lists and other spam filtering preferences on demand. End-user can authenticate using multiple LDAP for Active Directory Servers, or a mixture	
Spam and malware detection	
Fully integrated anti-spam and anti-malware	
Proactive Protection	
Blocks new threats without specific signatures	
Behavioral Protection	
Pre-runtime intrusion prevention to detect and block malicious code before it can execute	
Data Leakage Prevention	
Provides powerful content scanning controls and TLS encryption to protect against confidential information leakage	
Email Encryption (end-to-end)	
Encrypts email exchange for B2C encryption. Policy is completely automatic and all are centrally configured at the gateway	
Includes TLS encryption for enhanced security	
Email will be encrypted using PDF Container	
SXL real-time anti-spam protection	
SXL real-time access to the latest anti-spam intelligence	
Multilingual Protection	
Protects organizations from spam and viruses in multiple language message streams	

MARILYN S. BARRERA

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Supply, Delivery, Installation, Testing and Commissioning of Two (2) Year Endpoint Security and E-mail Gateway Protection Software License

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Outlook Add-in	
Simplifies the reporting of spam messages	
It integrates seamlessly with your user's Microsoft Outlook Software	
Remote Support Tunnel	
On demand remote assistance	
Genotype Technology	
Identifies malware or spam – even where the particular sample has never been seen before by recognizing and extracting “genes” (or components of behavior).	
Identifies the combinations of these genes (genotypes) that distinguish malware and spam from legitimate applications and messages.	
Updates	
The anti-spam signatures can be updated every five (5) minutes and the anti-spam engine is updated and upgraded automatically.	
Automatic Updating	
Ensures up to date protection with automatic updates	
Should be able to update anti-spam, AV, block listed IP Addresses, five (5) minutes updating interval	
Virtual E-mail Appliance	
Capable to implement a virtual e-mail appliance	
Install on multiple servers with NO additional license cost	
Additional Terms and Conditions:	
SUPPORT	
Two (2) years - warranty, updates and support	
24x7 available phone and e-mail technical support;	

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8 x 5 Onsite support, One (1) hour response time upon receipt of call; and Two (2) hours on-site support	
MICROGENESIS BUSINESS SYSTEMS must provide a procedure on support and problem escalation.	
OTHERS	
MICROGENESIS BUSINESS SYSTEMS shall provide training to a maximum of ten (10) participants per year.	
The training shall include equipment, course materials and certification for the training on installation, configuration and operations of the equipment, venue and meals.	
All costs relative to the conduct of the training shall be at the expense of MICROGENESIS BUSINESS SYSTEMS , including transportation and accommodation of the participants.	
Solution must pass NSS Lab Corporate Anti-Virus/Endpoint Protection Platforms (AV/EPP) Comparative Analysis - Exploit Protection 2013 (passed with the effectiveness rate of 80%)	

- 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. **MICROGENESIS BUSINESS SYSTEMS** likewise agrees to hold PAGCOR free and harmless from any and all claims for copyright or trademark infringement, and other violations of intellectual property rights by any person or entity against PAGCOR arising out of any act or omission of in performing its printing services.
- d. The defective items shall be replaced within thirty (30) calendar days upon receipt of notice. Failure to replace the defective items 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/s for each day of delay, including Sundays and Holidays.

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- 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.
12. Delivery Schedule: **MICROGENESIS BUSINESS SYSTEMS** shall deliver the items required within **thirty (30) calendar days** from the effectivity date specified in the Notice to Proceed.

The Sophos Data Protection Suite shall be delivered at the **PAGCOR House 1330 Roxas Blvd., Ermita, Manila.**

13. Schedule of payment: **PAGCOR shall pay the total amount of amount Three Million Ninety-Seven Thousand Five Hundred Pesos (PhP 3,097,500.00), VAT-Exclusive, Zero-Rated Transaction, based on any of the following:**

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

DESCRIPTION	90% PAYMENT
Supply, Delivery, Installation, Testing and Commissioning of Two (2) Year Endpoint Security and E-mail Gateway Protection Software License	Two Million Seven Hundred Eighty-Seven Thousand Seven Hundred Fifty Pesos (PhP 2,787,750.00)

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Supply, Delivery, Installation, Testing and Commissioning of Two (2) Year Endpoint Security and E-mail Gateway Protection Software License

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SOPHOS DATA PROTECTION SUITE	
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- B. 10% Retention to be paid after one (1) year from the formal acceptance, if and when no patent and latent defects are noted

DESCRIPTION	10% PAYMENT
Supply, Delivery, Installation, Testing and Commissioning of Two (2) Year Endpoint Security and E-mail Gateway Protection Software License	Three Hundred Nine Thousand Seven Hundred Fifty Pesos (PhP 309,750.00)
SOPHOS DATA PROTECTION SUITE	

OR;

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

DESCRIPTION	100% PAYMENT
Supply, Delivery, Installation, Testing and Commissioning of Two (2) Year Endpoint Security and E-mail Gateway Protection Software License	Three Million Ninety-Seven Thousand Five Hundred Pesos (PhP 3,097,500.00)
SOPHOS DATA PROTECTION SUITE	

14. Performance Security: To guarantee the faithful performance of **MICROGENESIS BUSINESS SYSTEMS's** 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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Supply, Delivery, Installation, Testing and Commissioning of Two (2) Year Endpoint Security and E-mail Gateway Protection Software License

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MARILYN M. DARABEBO

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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%)
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	One Hundred Fifty-Four Thousand Eight Hundred Seventy-Five Pesos (PhP 154,875.00)
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%) Nine Hundred Twenty-Nine Thousand Two Hundred Fifty Pesos (PhP 929,250.00)
Any combination of the foregoing	Proportionate to share of form with respect to total amount of security

15. This Annex A, consisting of seventeen (17) pages, shall form part of PO # 345.

MARILYN M. DARABE

Signature over printed Name of Supplier/Date

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