



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

PURCHASE ORDER.O. No. 1278

Page # 1

Supplier : CYTECH CD TECHNOLOGIES ASIA, INC.
 Address : 66 A & B SAN RAFAEL ST., KAPITOLYO, PASIG CITY
 TIN : 003-872-096-000
 VAT : All Items are VAT Exclusive / Zero Rated

SEQ.# 1
 PO Date : 12 JUL 2018
 Mode of Purchase: DIRECT CONTRACTING
 Buyer Code : ALE

Gentlemen :

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

Place of Delivery : PAGCOR CORPORATE MAIN OFFICE

Payment Term : AS PER ANNEX A

Itemcode	Description	Quantity	Unit	Unit Cost	Amount
FM0490975 1 101014131	OCED-ADJU.SEC.& HEARING UNIT LEX LIBRIS UPDATES & LICENSE LEX LIBRIS UPDATES AND LICENSE	1.00	PACK	43,860.00	43,860.00
--- NOTHING FOLLOWS ---					

Attachment:RV,NFO,ITB NO.DC18-03-0100R WITH AWARD RECOMMENDATION, COA
 Remarks :PLS. DELIVER TO CORP. IPET P.CITY

SUB-TOTAL :	43,860.00
TOTAL :	43,860.00
LESS DISCOUNT :	
CHARGE :	
GRAND TOTAL :	43,860.00

Total Amount in Words: FORTY THREE THOUSAND EIGHT HUNDRED SIXTY PESOS ONLY

TERMS AND CONDITIONS OF PURCHASE

- > Delivery must be made on or before _____.
- > 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.
- > All FREE items that come with the item/s purchased must be included/reflected in the Delivery Receipt/Sales Invoice.

Therese M. Dabao 7-17-18
 Signature Over Printed Name of Supplier

"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".

- | | |
|--|---|
| <input type="checkbox"/> Limited Source Bidding (Selective Bidding) | <input type="checkbox"/> Shopping |
| <input checked="" type="checkbox"/> Direct Contracting (Single Source Procurement) | <input type="checkbox"/> Negotiated Procurement |

Recommended by: *[Signature]*
 ROWENA B. RIZON
 SR. PROCUREMENT OFFICER, PD-ESS

Funds Available : *[Signature]*
 : SHAWAN ST. QUINTANILLA
 : ANP/SA Acctg Dept/Section
 Budget Authorization No. 17-11-1127 Amount 43,860.00

Approved By: *[Signature]*
 HERNANDO C. APIGO
 ASST. VICE PRESIDENT, PD-ESS

Purchase Order No. 1278

(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. **CD TECHNOLOGIES ASIA, 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. **CD TECHNOLOGIES ASIA, INC.** shall complete the goods within the time prescribed in the PO. Should **CD TECHNOLOGIES ASIA, 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 **CD TECHNOLOGIES ASIA, INC.** still fails to complete the goods 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 **CD TECHNOLOGIES ASIA, 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.

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.

ANNEX "A" OF P.O. NO. 1278

Supply and Delivery of Lex Libris Updates and License
under ITB No. DC18-03-010COR-OMR

Signature over printed Name of Supplier

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. The Contractor/Supplier shall be held liable for any damages/accidents that may be incurred during the transportation of the materials to the designated delivery place indicated in the Contract.
12. **CD TECHNOLOGIES ASIA, INC.** hereby further warrants and represents that:

- a. The Goods and Specifications shall be described as follows:

Quantity	Description
1 Pack	Lex Libris Updates and License
Within seven (7) calendar days upon receipt of Notice to Proceed (NTP)	

- b. It is an entity duly organized, validly existing and in good standing under the laws of the Republic of the Philippines, and it has the requisite power and authority to enter into and perform its obligations under this PO.
- c. There are no actions, suits or proceedings pending or, to the best of its knowledge, threatened, which may have a material adverse effect on its ability to fulfill its obligations under this Contract or on its operations, business, properties, assets or business condition.
- d. That the Service to be rendered herein shall be as described under item a. of this PO. **CD TECHNOLOGIES ASIA, INC.** warrants that it has secured all the necessary government licenses and permits to allow it to render the Service agreed upon and that it is free from any liability or adverse claims, of every nature and description that would prevent or hinder it from rendering the said Service.
- e. **CD TECHNOLOGIES ASIA, INC.** has good title and/or full authority to supply the services in this PO, and that the services are supplied free and clear of all liens, encumbrances, liabilities and adverse claims, of every nature and description.
- f. **CD TECHNOLOGIES ASIA, INC.** will 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 item/s contained in Article I herein.

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- g. It shall pay taxes in full and on time, failure to do so will entitle PAGCOR to suspend payment.
13. Schedule of payment: PAGCOR shall pay in the total amount of **PhP43,860.00** VAT Exclusive, Zero-Rated Transaction upon completion of goods and PAGCOR's issuance of final Certificate of Acceptance.
14. This Annex A, consisting of Three (3) pages, shall form part of **PO # 1278**.

ELYNEL B. GAIGA / JULY 23, 2018
Signature over printed Name of Supplier/Date

ANNEX "A" OF P.O. NO. 1278

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