



Philippine Amusement and Gaming Corporation

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

PURCHASE ORDER

P.O. No. 366

Page # 1
Supplier : HFT HFT INTERNATIONAL CORPORATION
Address : G/F CM GREENFIELD COMP KM 14 MERVILLE ACCESS RD MERVILLE IND'L COMPLEX
TIN : 207-543-417-000
VAT : All Items are VAT Exclusive / Zero Rated

SEQ.# 1
PO Date : 3 DEC 2013
ITB Number : 09-06-2013
Buyer Code : ABA

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

Place of Delivery : PAGCOR HFT CORPORATE OFFICE

Payment Term : PER ANNEX A

Table with columns: Itemcode, Description, Quantity, Unit, Unit Cost, Amount. Includes items like PROPERTY & GEN. SERVICES DEPT. PARTITION WITH DESK, SQUARED EMBOSSED METAL, UNIVERSAL BRACKET L/R, etc.

NOTHING FOLLOWS

Attachment: BUDGET, RV, CASE, AWARD OF CONTRACT, NOTICE OF AWARD, ABSTRACT
Remarks :
SUB-TOTAL : 332,098.71
TOTAL : 332,098.71
LESS DISCOUNT :
CHARGE :
GRAND TOTAL : 332,098.71

Total Amount in Words: THREE HUNDRED THIRTY TWO THOUSAND NINETY EIGHT PESOS AND 71/100 ONLY

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Philippine Amusement and Gaming Corporation

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

PURCHASE ORDER

P.O. No. 366

Page # 2

Supplier : MFT MFT INTERNATIONAL CORPORATION

SEQ.# 1

Address : G/F CM GREENFIELD COMP KM 14 MERVILLE ACCESS RD MERVILLE IND'L COMPLEX P0 Date : 3 DEC 2013

TIN : 207-543-417-000

ITB Number : 09-05-2013

VAT : All Items are VAT Exclusive / Zero Rated

Buyer Code : AMA

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

EDUARDO S. SANTIAGO Shopping

Funds Available

Budget Authorization No. 332,098.71

VIDAL T. CARRIGON JR 12/10
APP/SA Accts Dept/Section:
3A/HOSTS Amount

Recommended by:

Kathleen G. Delantar

KATHLEEN G. DELANTAR
AM, BSO, PD

Approved By:

M.A. PEINA G. CARRIGON
APP, PD 12/10



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

Purchase Order No. 366
(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. **MFT International Corporation** 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. **MFT International Corporation** shall complete the supply and delivery of the goods within the time prescribed in the PO. Should **MFT International Corporation** 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 **MFT International Corporation** 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 **MFT International Corporation** 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.

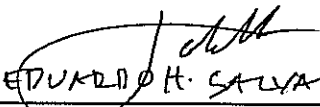
4. In the event that the facts and circumstances arise or are discovered which renders this PO disadvantageous to the Government, the parties hereto agree immediately to re-negotiate its terms and conditions, or at the option of PAGCOR terminate the same.

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.

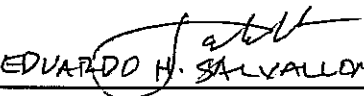
7. This PO contains all the covenants and stipulations agreed upon by the parties and shall be modified, revised or amended only upon written agreement of both parties.

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


EDUARDO H. SALVALLON
Signature-over printed Name of Supplier






EDUARDO H. SALVALLON
 Signature over printed Name of Supplier

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. **MFT International Corporation** hereby further warrants and represents that:

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

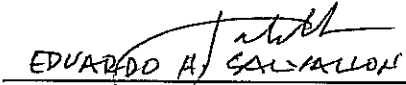
Lot No.	Quantity	Description
6 SUPPLY, DELIVERY AND INSTALLATION OF MODULAR PARTITION	25 pcs.	Worktops: Wave Shape Worktop W1200mm x D700/600mm x 25mm thk. Top Thickness
	76 pcs.	Melamine Laminate finish. Rosewood Top Finish Accessories: Universal Bracket - Left/Right
	17 pcs.	Panel: Squared Embossed Metal/ Rubberized / Fabric Partition, H1200 x W600mm
	17 pcs.	Anodized Aluminum Framing, with wire management Squared Embossed Metal/ Rubberized / Fabric Partition, H1200 x W700mm
	13 pcs.	Anodized Aluminum Framing, with wire management Squared Embossed Metal/ Rubberized / Fabric Partition, H1200 x W1200mm
3 pcs.	Anodized Aluminum Framing, with wire management Squared Embossed Metal/ Fabric/ Glass Partition, H1600 x W11800mm	
1 pc.	Anodized Aluminum Framing, with wire management Squared Embossed Metal/ Rubberized / Fabric Door Partition	

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Purchase Order No. 366
 Rebuilding of the Supply and Delivery of Six (6) Lots Construction Materials and Office Equipment for the
 Renovation of CCD Admn. Office
 ITB No. 09-06-2013

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EDUARDO A. SALVALLON
 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. **MFT International Corporation** 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 seven (7) calendar days upon receipt of notice. Failure to replace the defective items within the same period shall make **MFT International Corporation** 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.
- 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 **MFT International Corporation**, 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. Schedule of payment: PAGCOR shall pay the total amount of Three Hundred Thirty-Two Thousand Ninety-Eight Pesos and 71/100 (Php 332,098.71), VAT Exclusive, Zero-Rated Transaction, based on any of the following:

A. 90% of the total contract price upon completion subject to PAGCOR's acceptance in writing of the items described in the PO.	:	Two Hundred Ninety-Eight Thousand Eight Hundred Eighty-Eight Pesos and 84/100 (Php 298,888.84)
B. 10% Retention to be paid after one (1) year from the formal acceptance, if and when no patent and latent defects are noted	:	Thirty-Three Thousand Two Hundred Nine Pesos and 87/100 (Php 33,209.87)
Or		
100% to be paid after performance of the contract, provided that the goods supplied are free from patent and latent	:	Three Hundred Thirty-Two Thousand Ninety-Eight Pesos and 71/100 (Php 332,098.71)

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Purchase Order No. 366
 Rebidding of the Supply and Delivery of Six (6) Lots Construction Materials and Office Equipment for the
 Renovation of CCD Adm'n. Office
 ITB No. 09-06-2013

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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 the issuance of the final Certificate of Acceptance.	
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13. Performance Security: To guarantee the faithful performance of MIFT **International Corporation'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:

Form of Security	Amount in Percentage of Total Contract Price
Cash, cashier's/manager's check, bank draft/guarantee confirmed by a Universal or Commercial Bank.	Five Percent (5%)
Irrevocable letter of credit issued by a Universal or Commercial Bank	Sixteen Thousand Six Hundred Four Pesos and 94/100 (Php 16,604.94)
Surety Bond (which us acceptable to PAGCOR) callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission.	Thirty Percent (30%) Ninety-Nine Thousand Six Hundred Twenty-Nine Pesos and 61/100 (Php 99,629.61)
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 # 366.

EDUARDO H. SALVADOR
EDUARDO H. SALVADOR
 Signature over printed Name of Supplier/Date

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