



Philippine Amusement and Gaming Corporation

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

PURCHASE ORDER

HYATT - MANILA
Casino Filipino

Page # 1
Supplier : TRIDYN TRICOM DYNAMICS, INC.
Address : METROHOUSE BUILDING, 345 SEN. GIL PUYAT AVENUE, MAKATI CITY
TIN : 000-172-881-000
VAT : All Items are VAT Exclusive / Zero Rated

P.O. No. 6971
SEQ.# 1
PO Date : 19 JUL 2021
ITB Number : 5V21-05-004MALA-05
Buyer Code : MRH *V*

Gentlemen :

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

Place of Delivery : LOGISTICS SECTION CF-MALATE

Payment Term : PER ANNEX A

Itemcode	Description	Quantity	Unit	Unit Cost	Amount
PMD#37040	LOGISTICS MANAGEMENT SECTION				
1 101013626	INK TONER, TOSHIBA E-STUDIO 306SE	2.00	CART	9,723.21	19,446.42
PMD#36993	GAMING DIVISION				
2 101013142	TONER TOSHIBA E STUDIO 3008A	6.00	CART	7,758.93	46,553.58
PMD#37111	LOGISTICS MANAGEMENT SECTION				
3 101013142	TONER TOSHIBA E STUDIO 3008A	1.00	CART	7,758.93	7,758.93

--- NOTHING FOLLOWS ---

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

Remarks :

SUB-TOTAL :	73,758.93
TOTAL :	73,758.93
LESS DISCOUNT :	
CHARGE :	
GRAND TOTAL :	73,758.93

Total Amount in Words: SEVENTY THREE THOUSAND SEVEN HUNDRED FIFTY EIGHT PESOS AND 93/100 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.

PAULANI M. VERZOSA 7/29
Signature Over Printed Name of Supplier

Recommended by: *[Signature]* : Funds Available *PN*
: GILDA B. VERZOSA
CORNELIUS M. GOZZ :
SBAN, PLFM : Budget Authorization No. MA1082107146 Amount _____

Approved By: *[Signature]*
ENRICO V. LIVELO
GENERAL MANAGER

	PURCHASE ORDER (P.O.) ANNEX	Page No.	Page 1 of 3
		Form No.	PD - 721
		Revision No.	0
		Effectivity	March 11, 2021

Draft Purchase Order No. 6971
Annex A - Terms and Conditions

1. The total price stated in the Purchase Order (PO) already includes all applicable taxes, fees and charges required by the government. **TRICOM Dynamics 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. **TRICOM Dynamics Inc.** shall complete the supply & delivery of goods within the time prescribed in the PO. Should **TRICOM Dynamics 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 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 **TRICOM Dynamics 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 **TRICOM Dynamics 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,

ANNEX "A" OF P.O. NO. 6971 - TRICOM DYNAMICS INC.
Supply and Delivery of Various Printer Consumables under ITB NO. SV21-05-004MAL (Lot 4)
Page 1 of 3

Signature over printed Name of Supplier

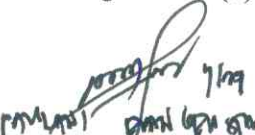




	PURCHASE ORDER (P.O.) ANNEX	Page No.	Page 3 of 3
		Form No.	PD - 721
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Delivery Schedule: Within thirty (30) calendar days from the receipt of the Purchased Order (P.O.)
Delivery Site: Logistics Management Section, Casino Filipino – Malate, 1588 New Coast Hotel, Mabini cor. Pedro Gil Sts. Malate, Manila, 9:00 a.m. to 5:00 p.m.

- 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.
 - 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 **TRICOM Dynamics 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.
 - 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.
13. Schedule of payment: PAGCOR shall pay in the total amount of **Seventy Three Thousand Seven Hundred Fifty Eight Pesos and 93/100 (Php 73,758.93), VAT Exclusive, Zero-Rated Transaction** upon completion of every delivery of the goods and upon PAGCOR's issuance of Certificate of Acceptance.
14. This Annex A, consisting of three (3) pages, shall form part of PO # 6971.


 Signature over printed Name of Supplier/Date