



Philippine Amusement and Gaming Corporation

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

PURCHASE ORDER

HYATT - MANILA
Casino Filipino

P.O. No. 6718

Page # 1

Supplier : TRIDYN TRICOM DYNAMICS, INC.

Address : METROHOUSE BUILDING, 345 SEN. GIL FUYAT AVENUE, MAKATI CITY

TIN : 000-172-881-000

VAT : All Items are VAT Exclusive / Zero Rated

SEQ.# 1

PO Date : 1 SEP 2014

Mode of Purchase: NEGOTIATED PROCUREMENT

Buyer Code : FEA

Gentlemen :

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

Place of Delivery : CF-HYATT

Payment Term :

Itemcode :	Description	Quantity	Unit	Unit Cost	Amount
PMDN31136 1 101013136	TREASURY DIVISION TONER, TOSHIBA E-306, BLACK	1.00	PC	8,035.71	8,035.71
PMDN31141 2 101013136	TREASURY DIVISION TONER, TOSHIBA E-306, BLACK	2.00	PC	8,035.71	16,071.42
PMDN31251 3 101013308	GAMING DIVISION TONER TONER, STUDIO 306SE, BLACK, TOSHIBA	6.00	CART	8,035.71	48,214.26
PMDN31150 4 101022865	SLOT MACHINE DIVISION TONER TOSHIBA, STUDIO 306SE, BLACK	2.00	PC	8,035.71	16,071.42

--- NOTHING FOLLOWS ---

Attachment: AWARD OF CONTRACT, NOA, RV, ANNEX A

Remarks : ITEND. SV114-0000911YA

SUB-TOTAL :	88,392.81
TOTAL :	88,392.81
LESS DISCOUNT :	
CHARGE :	
GRAND TOTAL :	88,392.81

Total Amount in Words: EIGHTY EIGHT THOUSAND THREE HUNDRED NINETY TWO PESOS AND 81/100 ONLY



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SEQ.# 1
PO Date : 1 SEP 2014
Mode of Purchase: NEGOTIATED PROCUREMENT
Buyer Code : FEA

TERMS AND CONDITIONS OF PURCHASE

- > Delivery must be made on or before SEP 27 2014.
- > 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.

NOLAN M. DANDAYAN

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".

- || Limited Source Bidding (Selective Bidding) || Shopping
- || Direct Contracting (Single Source Procurement) || Negotiated Procurement

Recommended by:

LEAH MAE M. CLEMENTE
HEAD, BPPGS

: Funds Available
:
: MA. VERONICA R. ALINDOGAN A
: AMP/SA Accto Dept/Section:
: Budget Authorization No. Amount

Approved By:

ANDRES P. LIZARES
GENERAL MANAGER

Purchase Order No. 6718
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 and Installation of One (1) Set Maintenance Kit for Copier Machine 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,

ANNEX "A" OF P.O. NO. 6718

Lot 5: Toner for Toshiba for the Supply and Delivery of Five (5) Lots Various Branded Toners & Drum Kit
under ITB No SVP14-00009HYA

Page 1 of 3

NOLAN M. LANDAYAN
Signature over printed Name of Supplier

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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. **Tricom Dynamics, Inc.** hereby further warrants and represents that:

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

QUANTITY	DESCRIPTION
Eleven (11) cartridges	Toner, Toshiba <ul style="list-style-type: none"> • E-306, Model • Black

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 three (3) 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.

ANNEX "A" OF P.O. NO. 6718

Lot 5: Toner for Toshiba for the Supply and Delivery of Five (5) Lots Various Branded Toners & Drum Kit under ITB No.SVP14-00009HYA

Page 2 of 3

✓ NOLAN M. LANDAYAN
 Signature over printed Name of Supplier

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09 OCT 2014

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- 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 **Tricom Dynamics, Inc.**, a warranty shall be required from it for a minimum of three (3) months after performance and acceptance of the contract.

.12 Schedule of payment: PAGCOR shall pay in the total amount **Eighty-Eight Thousand Three Hundred Ninety-Two Pesos and 81/100** (Php88,392.81), VAT Exclusive, Zero Rated Transaction upon completion of supply and delivery of the items and upon PAGCOR's issuance of final Certificate of Acceptance.

13. This Annex A, consisting of three (3) pages, shall form part of PO # 6718.

✓  NOLAN M. LANDAYAN / 9-5-2014

Signature over printed Name of Supplier/Date

HYATT

OCT 07 2014

RECEIVED