



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 TRIDYN 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. 6871
 SER.# 1
 PO Date : 15 MAY 2018
 ITB Number : SVP18-03-004MALA-04
 Buyer Code : MRH Y

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#35418	LOGISTICS MANAGEMENT SECTION				
1 101013626	INK TONER, TOSHIBA E-STUDIO 306SE MODEL E-306	7.00	CART	8,839.29	61,875.03
PMD#35412	TREASURY DIVISION				
2 101013142	TONER TOSHIBA TONER, E-STUDIO 3008A	2.00	CART	7,053.57	14,107.14
PMD#35421	TREASURY DIVISION				
3 101013142	TONER TOSHIBA TONER, E-STUDIO 3008A	1.00	CART	7,053.57	7,053.57
--- NOTHING FOLLOWS ---					

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

Remarks :

Total Amount in Words: EIGHTY THREE THOUSAND THIRTY FIVE PESOS AND 74/100 ONLY

SUB-TOTAL :	83,035.74
TOTAL :	83,035.74
LESS DISCOUNT :	
CHARGE :	
GRAND TOTAL :	83,035.74

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.

M.M. CONTRERA S. CABRERA JUNE 5, 2018
 Signature Over Printed Name of Supplier

Recommended by:
LEAH MAE H. CLEMENTE
 SR. BR. ADMIN MANAGER, FLGS

: Funds Available
 :
 :
 : Budget Authorization No.

MIRINISA V. GOLOSINO
 AWP/SA Acctg Dept/Section:
 Amount **83,035.74**

Approved By: ENRICO V. LIVELO
 GENERAL MANAGER

PURCHASE ORDER NO. 6871
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, the SUPPLIER 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 and 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, 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


Signature over printed Name of Supplier

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:

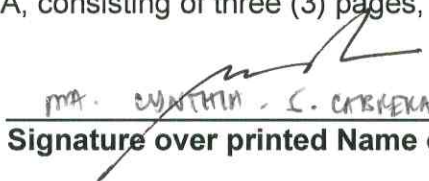
QTY	TECHNICAL SPECIFICATIONS
LOT 6: CONSUMABLE FOR EXISTING TOSHIBA PRINTERS	
7 pieces	TONER <ul style="list-style-type: none"> • Toshiba toner, model E-306
3 pieces	TONER <ul style="list-style-type: none"> • Toshiba toner, E-STUDIO 3008A
Expiration Date: Expiration of consumables must be at least one (1) year from the delivery date.	

- 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 the **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.


 MA. CHRISTINA S. CRUZ
 Signature over printed Name of Supplier



- f. It shall pay taxes in full and on time, failure to do so will entitle PAGCOR to suspend payment.
12. Delivery Schedule: **TRICOM DYNAMICS INC.** shall complete the supply and delivery of all the requirements provided under Item 11.a, within thirty (30) calendar days from the receipt of the winning bidder of the Notice to Proceed at the Logistics Management Section, Casino Filipino - Malate, 1588 AG New World Manila Bay Hotel, Mabini cor. Pedro Gil Sts. Malate, Manila.
13. Schedule of payment: PAGCOR shall pay the total amount of **Eighty-Three Thousand Thirty-Five Pesos and 74/100 (PhP83,035.74), VAT Exclusive, Zero-Rated Transaction**, from the formal acceptance (issuance of the IAR).
14. This Annex A, consisting of three (3) pages, shall form part of PO # 6871.


MA. CYNTHIA - S. CABRERA JUNE 5, 2018
Signature over printed Name of Supplier/Date

