



**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. 6992  
 SEQ.# 1  
 PO Date : 6 MAY 2022  
 ITB Number : SV22-03-001MAL- LOT  
 Buyer Code : MRH

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#37432	LOGISTICS MANAGEMENT SECTION				
1 101013626	INK TONER, TOSHIBA E-STUDIO 304SE	2.00	CART	10,695.54	21,391.08
PMD#37567	GAMING DIVISION				
2 101013142	TONER INK TONER, TOSHIBA E-STUDIO 3008A	6.00	CART	8,534.82	51,208.92

--- NOTHING FOLLOWS ---

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

	SUB-TOTAL :	72,600.00
	TOTAL :	72,600.00
	LESS DISCOUNT :	
	CHARGE :	
	GRAND TOTAL :	72,600.00

Remarks :

Total Amount in Words: SEVENTY TWO THOUSAND SIX HUNDRED PESOS 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.

*(Signature)*  
 Signature Over Printed Name of Supplier

Recommended by: *(Signature)* : Funds Available  
 :  
 : ANTHONY JUNE A. CORADO  
 CORNELIUS M. GOZE : AVP/SA Acctg Dept/Sections  
 SBAM II, PLFM : Budget Authorization No. MAL-04-21-05- Amount P 72,600 -  
 137

Approved By: *(Signature)*  
 RODENRAX P. GATDULA  
 OFFICER IN CHARGE



PURCHASE ORDER (P.O.) ANNEX

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Purchase Order No. 6992  
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, the **TRICOM DYNAMICS INC.** shall pay liquidated damages equal to one-tenth (1/10) of one percent (1%) of the cost of the delayed goods/items for everyday of delay including Sundays and Holidays, until such goods/items are finally delivered and accepted by PAGCOR. Such amount shall be deducted from any money due, or which may become due to the **TRICOM DYNAMICS INC.** or collected from any securities or warranties posted by the **TRICOM DYNAMICS INC.** In case the total sum of liquidated damages reaches ten percent (10%) of the total contract price, PAGCOR may rescind the contract and impose appropriate sanctions over above the liquidated damages to be paid.

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.

Signature over printed Name of Supplier  
PAMUN! DYNAMICS INC. - 08/2022

Handwritten initials and marks in blue ink.



PURCHASE ORDER (P.O.) ANNEX

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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.
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. **TRICOM DYNAMICS INC.** hereby further warrants and represents that:
  - a. The goods and specifications shall be described as follows:

ITEM NO.	QTY / UOM	ITEM DESCRIPTION
<b>Lot 3- Toner Cartridges for Existing Toshiba Photocopiers</b>		
1	2 cart	TONER, N9200 For existing TOSHIBA E-STUDIO 306SE
2	6 cart	TONER, G3499 For existing TOSHIBA E STUDIO 3008A
<b>ADDITIONAL TERMS AND CONDITIONS:</b>		
All Cartridges must be GENUINE/ORIGINAL and Manufactured by the Original Manufacturer that designed and built the printer. Compatible cartridges are not allowed.		
<b>Expiration/Shelf-life:</b> At least one (1) year from date of delivery, if applicable.		
<b>Period for Correction of Defects:</b> Within seven (7) calendar days from receipt of notice from PAGCOR.		

*Paulina Dimagnum - OREGA*  
Signature over printed Name of Supplier

*[Handwritten marks]*



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**Delivery Schedule:** Within thirty (30) calendar days from the date of acknowledgement by the winning supplier of the Purchase Order.

**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. Should **TRICOM DYNAMICS INC.** fail to replace the same within the agreed period, the **TRICOM DYNAMICS INC.** shall pay liquidated damages equal to one-tenth (1/10) of one percent (1%) of the cost of the delayed goods/items for everyday of delay including Sundays and Holidays, until such goods/items are finally delivered and accepted by PAGCOR. Such amount shall be deducted from any money due, or which may become due to **TRICOM DYNAMICS INC.** In case the total sum of liquidated damages reaches ten percent (10%) of the total contract price, PAGCOR may rescind the contract and impose the appropriate sanctions over above the liquidated damages to be paid.
  - 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-Two Thousand Six Hundred Pesos (Php 72,600.00), VAT Exclusive, Zero-Rated Transaction** upon completion of 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 # 6992.

PAULANI

EVANGELISTA - CARTERA

5/11/2022

Signature over printed Name of Supplier/Date

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