

**CONTRACT FOR THE SUPPLY AND DELIVERY OF
LANGUAGE LABORATORY SOFTWARE**

KNOW ALL MEN BY THESE PRESENTS:

This Contract made and entered into this 22nd day of October 2013 in San Jose, Occidental Mindoro, Philippines by and between:

The **OCCIDENTAL MINDORO STATE COLLEGE**, a government agency created pursuant to BP 531 as amended by RA 9747 with Main Campus at Rizal St., San Jose, Occidental Mindoro, Philippines, hereinafter referred to as the **BUYER**.

-AND-

The **HYTEC POWER INC.**, a private enterprise/corporation established pursuant to existing laws with business address at No. 2T, Cruz St., Cruzville Subdivision Zabarte Rd., Novaliches, Quezon City and hereinafter referred to as the **SUPPLIER**.

WITNESSETH

WHEREAS, Invitation to Bid for this Contract was posted in accordance with existing government rules and regulations;

WHEREAS, an Opening of Bids was duly conducted last 10 October 2013;

WHEREAS, the SUPPLIER'S bid was determined to be the Single Calculated and Responsive Bid through careful Bid Evaluation and Post-qualification;

WHEREAS, the Occidental Mindoro State College has accepted a bid by the Supplier for the supply of those goods and services in the sum of SIX HUNDRED SEVENTY FIVE THOUSAND THREE HUNDRED EIGHTY PESOS AND 36/100 (Php675,380.36).

WHEREAS, the SUPPLIER further agrees to commence the work on the project upon receipt of the NOTICE TO PROCEED, and contract time beginning on the third (3rd) day following the date of the NOTICE TO PROCEED and completion of the same within THIRTY (30) CALENDAR DAYS, unless additional time shall be allowed to the SUPPLIER by the BUYER in writing the provision of the SPECIFICATIONS herein.

THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The SUPPLIER shall undertake the SUPPLY AND DELIVERY OF LANGUAGE LABORATORY SOFTWARE with the following Technical Specifications:

Item No.	Description	Amount (in Php)
1	<p>Language Laboratory Software, 2 license</p> <p>I. I-LEARNING SOFTWARE</p> <p>Features: E-learning laboratory is a high end software type laboratory with complete function, and it is very easy to install and operate it, only need to install the software in a ready computer room, additional device.</p>	675,380.36

For HYTEC Power Inc.

M. P. MAUREN S. DIZON
Sales & Marketing Staff/Witness

For HYTEC Power Inc.

M. R. TRANQUILINO
Admin Manager

For Occidental Mindoro State College

G. M. ANCHETA, CPA
Accountant III/Witness

For Occidental Mindoro State College

ARNOLD N. VENTURINA, PhD
SOC President II

For HYTEC Power Inc.


 R. ALAN S. DIZON
 Sales & Marketing Staff/Witness


For HYTEC Power Inc.


 MARICAR R. TRANQUILINO
 Admin Manager

For Occidental Mindoro State College


 GRACIEL ANCHETA, CPA
 Accountant III/Witness

For Occidental Mindoro State College


 ARNOLD N. VENTURINA, PhD
 SUC President II

1. Software Interface:

- a. Teacher Interface
- b. Student interface

II. TECHNICAL PARAMETERS

- It can support Chinese/English interface, realize diversified 'teaching, can switchover lots of language without exit the software.
- It can support simultaneous input and output digital textbox in 8 groups. Teachers can choose digits freely; of they can give students right to learn from optical textbooks. Besides, students can control 'the progress and speed of playing at will. This virtual recording system is also beneficial to teaching while teachers can set over 100 groups of virtual memory labels. In addition, it is once-for-all system because it allows transformation from the analog textbook into MP3 files which can be stored in computer.
- **Voice chat room:** It can establish eight chat rooms (can be added accordingly), Student can enter any room at chat. Teachers can a topic to the students of each group. The content will be displayed on the screen students of each group.
- **Listening exam:** Teacher can play the listening material to the students, the system score and save it automatically, and also give you analysis.
- **Oral exam:** The teacher speaks or plays the oral test content. The whole class or the appointed students go on the oral test with one person or one group (two-student group, three-student group, four-student group), it includes, answer the question, Situational conversation, reading all the students' oral answers are recorded and saved to local server, you can listen to their record over and over again, then assign the sore and comments.
- **Oral marking:** You can monitor student by clicking the student's icon and listen to the program the student is listening, then assign score and comment on each individual students' performance.
- **IP phone:** Students can click anyone to call and talk in any student. There are caller Identification (can display seat code, name and student number). When "conversation", the companion

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For HYTEL Power Inc.

RALPH LAUREN S. DIZON
Sales & Marketing Staff/Offices

For HYTEL Power Inc.

MARKLAR E. TRANQUILINO
Admin Manager

For Occidental Mindoro State College

GRACE M. ANCHETA, CPA
Assistant III/ Witness

For Occidental Mindoro State College

ARNOLD N. VENTURINA, PhD
SUC President II

	<p>can be specified by the teacher or assigned by the computer.</p> <ul style="list-style-type: none"> • Traditional and basic teaching function: Screen broadcast, all call, group talk, individual intercom, chip in, demonstrate, monitor response, side tone, electronic hand up, etc. • Group teaching: Teacher can divide the whole class into different groups, and the number of each group, the teaching method is different and the functions they use are all completely different. He can teach students in accordance in their aptitude, and teacher can use one button to complete the operating control to each group. • Scan & Monitor: Can monitor 36 students' screen simultaneously. • Student unit function: Real time guide, VOD (Video on demand), VOD (voice on demand), TOD text reading, online dictionary, POD graph reading, network browse, self-help exam, digital record. • Sound and text synchronization: Display the corresponding characters when playing audio or the video. • Comprehensive test: Routine test paper, AB test paper (double-subject test paper), ABCD test paper. • Text to speech: The word or the text is read with standard voice and then form into MP3 sound file and saved in the computer. <p>INCLUSIONS:</p> <ol style="list-style-type: none"> 1. Supplier to provide comprehensive trainer's training at Occidental Mindoro State College or at Supplier's training center 2. Semi-annual training with certification, on request 3. Product request, on request 4. Consultation/seminar, on request 5. Training manual, electronic and hardcopies two each 6. Product demonstration on selected item, on request 7. Trainer's training at OMSC upon delivery and installation, no limit as to the number of participants 	
TOTAL	SIX HUNDRED SEVENTY FIVE THOUSAND THREE HUNDRED EIGHTY PESOS AND 36/100	675,380.36

2. In consideration of the payments to be made by the BUYER to the SUPPLIER as hereinafter mentioned, the former hereby covenants with the latter to provide the goods and services and to remedy any defects therein in conformity in all aspects with the provisions of the Contract.

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- 3. The Implementing Rules and Guidelines regarding Adjustment of the Contract Prices adopted and approved by the government will be applied in this Contract.
- 4. That the SUPPLIER shall comply with the provisions of RA 9184 and its Revised Implementing Rules and Regulations and other legal laws which provides for the criminal liability of the supplier, etc. for violation of any material provision of the contract involving quantity and quality of work resulting to prejudice of the government.
- 5. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:

- a. General Conditions of Contract
- b. Special Conditions of Contract
- c. the Bid Form and the Price Schedule submitted by the Bidder including the annexes in two envelopes;
- d. the Schedule of Requirements;
- e. the Technical Specifications;
- f. Invitation to Bid
- g. Instruction to Bidders
- h. Notice of Award
- i. Performance Bond
- j. Notice to Proceed

- 6. When the SUPPLIER refuses or fails to satisfactorily complete the work within the specified contract time, plus anytime extension duly granted and is deemed default in this Contract, the SUPPLIER shall pay the BUYER for liquidated damages, as per Section 68, Rule XXII as reiterated in Item 3.1 Annex D both of the Revised IRR of RA 9184, with the following formula, to wit:

"an amount equal to one-tenth (1/10) of one percent (1%) of the cost of the delayed goods scheduled for delivery for every day of delay until such goods are finally delivered and accepted by the procuring entity concerned."

- 7. No extension of Contract whatsoever shall be granted to the SUPPLIER due to ordinary unfavorable weather conditions, non-availability of equipment or supplies to be furnished by the same, labor problems and such causes for which the government is not directly responsible, or when time affected activities do not fall within the critical path of the network. Extension of time shall be granted only the equivalent of delay due to major calamities.
- 8. Settlement of Dispute – The SUPPLIER is herein obliged to follow the Technical Specifications. If any dispute or difference of any kind whatsoever between the Technical Working Group of the BUYER or authorized representative and the SUPPLIER arising from the execution of Contract and scope of work, the same shall be brought to the OMSC President or his duly authorized representative for settlement.

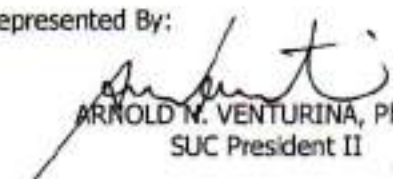
IN WITNESS WHEREOF, the parties hereto have hereunto set their respective hands and caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day, month and year first indicated on page 1 of this Contract.

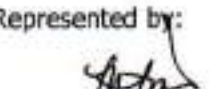
OCCIDENTAL MINDORO STATE COLLEGE

HYTEC POWER INC.

Represented By:

Represented by:


ARNOLD M. VENTURINA, PhD
SUC President II


MARICAR R. TRANQUILINO
Admin Manager

In the Presence of:


GRACE M. ANCHETA, CPA
Accountant III/Witness


RALPH LAUREN S. DIZON
Sales and Marketing Staff/Witness

For HYTES Power Inc.


RALPH LAUREN S. DIZON
Sales & Marketing Staff/Witness

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
PROVINCE OF OCCIDENTAL MINDORO) S.S
MUNICIPALITY OF QUEZON CITY)

OCT 22 2013 QUEZON CITY

SUBSCRIBED AND SWORN to before me this _____ day of _____, 2013, affiants exhibiting to me their Competent Evidence of Identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC), known to me to be the same persons who executed the foregoing instrument and acknowledged to me that the same is their free act and deed.


Name	ID No.	Issued At	Issued On
ARNOLD N. VENTURINA	Driver's License No. D13-03-021457	San Jose, Occ. Mindoro	Nov. 6, 2012
MARICAR R. TRANQUILINO	SSS ID NO. 33-3854945-0 CTC No. 13719214	Quezon City	Jan. 7, 2013

WITNESS MY HAND AND SEAL.

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Series of 2013


ATTY. BERNARDINO JUAN L. ALMEIDA
NOTARY PUBLIC
UNTIL DECEMBER 31, 2013
AMD. MATTER NP-201C2012-2013S
IBPLIFETIME NO. 010684-3-15-2012 B.C.
PTR NO-774228-1-21-2013-B.C.
MOR E COMPLIANCE NO. IV-004828-3-15-2013
2011 NO. 50128

For Occidental Mindoro State College


ARNOLD N. VENTURINA, PMD
SUC President III

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