

CONTRACT FOR THE SUPPLY AND DELIVERY OF DISCUSSION SYSTEM

KNOW ALL MEN BY THESE PRESENTS:

This *Contract for the Supply and Delivery of Discussion System* (the "**Contract**"), made and entered into, by and between:

PHILIPPINE DEPOSIT INSURANCE CORPORATION, a government instrumentality created and existing under and by virtue of R.A. 3591, as amended, with principal office address at SSS Bldg., 6782 Ayala Avenue cor. Rufino St., Makati City, Metro Manila, represented herein by its Vice President for Information Technology Group, **Ms. MARIA BELINDA C. SAN JOSE**, hereinafter referred to as the "**CLIENT**"

- and -

_____ a domestic corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal office address at _____, represented herein by its _____, M _____, and hereinafter referred to as the "**CONTRACTOR**"

WITNESSETH: That -

WHEREAS, the **CLIENT** needs to update its communication system installed in the **CLIENT's** Board Room in order to ensure a better and clearer output of the discussions/meetings held thereat and thus, promote the overall operational efficiency of the **CLIENT**;

WHEREAS, on _____, the **CLIENT** conducted a public bidding for the purpose pursuant to the provisions of Republic Act No. 9184 (*The Government Procurement Reform Act*);

WHEREAS, in said public bidding, the **CONTRACTOR** submitted the most responsive bid, offering the most advantageous terms and conditions;

NOW, THEREFORE, for and in consideration of the foregoing premises and the mutual covenants herein contained, the parties hereby agree as follows:

I. SUBJECT MATTER

The **CONTRACTOR** agrees to supply and deliver to the **CLIENT** the following communication equipment (hereinafter referred to as the

18 J r

“Discussion System”), subject to the terms and conditions set forth herein and in accordance with the specifications herein below indicated:

a. One (1) centralized control unit, with the following features and functionalities:

- fully-digital audio and control processing.
- can be configured using navigation buttons through the menu for the purpose of controlling the features and functions for the chairman and delegate units.
- must have capacity to handle at least twenty (20) units.
- must have an onboard digital feedback suppression circuit to prevent acoustic feedback.
- can be operated as a standalone system without the need of a central operator.
- must have port to connect a PC for integration with media control and other related systems.
- scalable or can be expanded by connecting new control units in a master-slave configuration.
- must have a fail-safe system to ensure that in case a cable or a single unit becomes defective, the other units in the system will be operational.
- no initialization is required once the system is powered on and configured.
- capable of opening at least three (3) units or microphones at the same time
- must capable of supporting the following microphone modes for easy moderation/management of the meeting:
 - Direct Access Mode, which allows the delegate to activate the microphone until the maximum of allowed open microphone is reached.
 - Request Mode, which allows the delegate to push the microphone button request in order to be added in the queue of speakers. The delegate's microphone will be activated by the chairman in order of request using a next-to-speak button.
 - FIFO Mode, it allows the delegates to override each other by activating their microphones as only one microphone can be activated at any given time.
- can be integrated with an external digital voice recorder and external audio mixer for better audio and voice quality.
- connections must have no specific in and out port and the units must have the capability to detect the flow of the signal automatically.

- must be capable of recording the discussions directly to an external removable storage such as USB, flash drive, hard disk, etc.
- b. One (1) chairman unit and twelve (12) delegate units, with the following features and functionalities:
- must have the following connections, controls, and indicators:
 - Microphone on / off button.
 - LED on the microphone button and illuminating bars on the sides of the housing.
 - 3.5 mm headphone socket.
 - must have controlled via touch sensitive buttons that are flush with no gaps in the housing.
 - can be connected using NetRateBus conference sockets (push-pull) for connection of microphones and central unit.
 - the connection between microphones must be at least 2.5 meters long and at least 10 meters long between microphone and central units.
 - microphones of the units must be designed without the gooseneck and immune to any mobile phone interference.
 - the loudspeaker must have the capability to automatically mute itself to prevent acoustic feedback whenever the microphone is active.
 - the chairman unit must have the capability to participate and guide the conference or meeting via control buttons. It must also have capability to perform the following:
 - deactivate all active microphones; and
 - grant the floor to the next microphone or speaker in the queue.
- c. One (1) unit of external digital voice recorder, with the following features and functionalities:
- at least 4GB storage capacity; and
 - capable of automatically recording the discussions/conversations during the meeting or conference.
- d. One (1) unit of external audio mixer with at least four (4) input channels to control audio and voice quality of the system.

II. OBLIGATIONS AND UNDERTAKING

The **CONTRACTOR** shall fully and faithfully perform the following:

- a. The **CONTRACTOR** shall deliver and supply the Discussion System within forty-five (45) working days upon the execution of this Contract.

- b. The **CONTRACTOR** shall undertake the necessary setup, installation, commissioning and testing of the Discussion System at no extra charge to the **CLIENT**. These shall include the following activities:
- Boring of holes in the conference table, whenever necessary and upon prior consultation with the **CLIENT**;
 - Setting the units as permanent fixture inside the conference room;
 - Cable management; and
 - Such other activities as may be deemed necessary towards the successful implementation of the project.
- c. The **CONTRACTOR** agrees to provide the **CLIENT** with at least one (1) year warranty on the Discussion System. The warranty herein referred to shall include on all parts and labor.
- b. In case any of the communication equipment referred to in this Contract is in need of repair within the warranty period hereinabove specified, the **CONTRACTOR** shall make the necessary repair within 48 hours after the problem is reported. If the **CONTRACTOR** fails to do the necessary repair within the 48-hour period, the **CONTRACTOR** shall provide the **CLIENT** with a service unit of the same or higher specification before the expiration of the 48-hour grace period provided for herein.
- c. The **CONTRACTOR** shall, throughout the period of warranty, promptly respond to technical consultations as may be propounded by the **CLIENT** regarding the Discussion System from 9:00 a.m. to 5:00 p.m., Monday to Friday, except during legal holidays. The **CONTRACTOR's** Technical and Support Group/s shall respond no later than 2 hours after receipt of call or request for assistance from the **CLIENT**.
- d. The **CONTRACTOR** shall undertake and provide the **CLIENT**, through its Technical Support Department, the necessary hands-on training/transfer of knowledge pertaining to the operation and proper use of the Discussion System.
- e. The **CONTRACTOR** shall provide and submit to the **CLIENT** the complete documentation of user, system and administration manuals of the Discussion System.

III. REPRESENTATIONS AND WARRANTIES

The **CONTRACTOR** represents and warrants to the **CLIENT** that:

- a. It is a domestic corporation duly registered and existing under and by virtue of the laws of the Republic of the Philippines.
- b. It has full legal power, authority and right to carry on its present business. The **CONTRACTOR** further warrants that its representative M. _____ has full legal power to sign, execute and deliver

this Contract and that it will comply, perform and observe the terms and conditions hereof.

- c. All corporate and other actions necessary to validate or authorize the execution and delivery of this Contract have been taken.
- d. This Contract, when executed and delivered, will be legal, valid and enforceable in accordance with its terms.
- e. To the knowledge of the **CONTRACTOR**, there are no pending or threatened actions or proceedings before any court or administrative agency of any jurisdiction, which may materially or adversely affect the financial condition or operation of the **CONTRACTOR** or the **CONTRACTOR's** ability to comply with the terms and conditions of this Contract.

If the **CONTRACTOR** should thereafter learn of the existence or occurrence of the same, the **CONTRACTOR** undertakes to report such fact to the **CLIENT** within five (5) days therefrom.

Failure to do so shall constitute a sufficient ground for the cancellation of this Contract and the enforcement of remedies which the **CLIENT** may exercise under this Contract, pertinent laws, rules and regulations.

- f. It warrants that the Discussion System supplied under this Contract are brand new, unused, of the most recent models, and that they incorporate all recent improvements in design and materials.
- g. It warrants to the **CLIENT**, in an unconditional, unqualified, absolute, full and direct manner, the Discussion System subject of this Contract against incompatibilities or any defect, hidden, inherent or otherwise, which would render them unfit for the use for which they were intended, or which would diminish the fitness of their use to the extent that, had the **CLIENT** been aware thereof, it would not have acquired the same.

The acceptance of the Discussion System by the **CLIENT** shall not, at any given time, be deemed a waiver of any of the causes of action which the **CLIENT** may subsequently exercise by reason of any defect mentioned in the immediately preceding paragraph.

- h. It shall undertake to repair and/or replace during the warranty period any of the Discussion System subject of this Contract within the period stated in Section II, (c) hereof at no extra charge to the **CLIENT**. Should the **CONTRACTOR** fail to undertake the necessary remedial action within the required period, the **CLIENT** shall have the right to proceed and take such remedial action as may be necessary at the **CONTRACTOR's** risk and expense and without prejudice to other rights which the **CLIENT** may have against the **CONTRACTOR** under the Contract and the applicable law.

- i. The obligation of the **CONTRACTOR** under this Contract, and other ancillary documents which may be executed in connection herewith, shall constitute its direct, absolute and unconditional obligation.

IV. CONSIDERATION/CONTRACT PRICE

For and in consideration of the supply and delivery of the Discussion System, as well as the services required to be provided thereon, and the compliance by the **CONTRACTOR** with any and all the terms and conditions specified herein, the **CLIENT** agrees to pay the **CONTRACTOR** the sum total of _____ **PESOS (Php _____)**, Philippine currency, inclusive of any and all taxes (including, but not limited to, the applicable Value Added Tax), fees, duties and such other imposts or levies which may be required by the government, both national and local.

V. PAYMENT SCHEDULE

The amount of consideration referred to in the immediately preceding Section shall be paid by the **CLIENT** to the **CONTRACTOR** not earlier than seven (7) working days after the issuance by the **CLIENT** of a preliminary certificate of completion in favor of the **CONTRACTOR**.

All payments made under this Contract shall be subject to the auditing and accounting rules of the **CLIENT** and the Commission on Audit.

VI. RELATION OF THE PARTIES

The **CONTRACTOR** shall have no authority, express or implied, to assume or create any obligation or responsibility on behalf of or in the name of the **CLIENT** or bind the **CLIENT** in any manner whatsoever. The **CONTRACTOR's** personnel, representatives or staff shall not be construed as employees of the **CLIENT**. The **CONTRACTOR** is being engaged herein as an independent contractor. Nothing herein shall be construed as creating an employer/employee relationship between the **CONTRACTOR's** employees, representatives or staffs and the **CLIENT**.

VII. PERFORMANCE SECURITY

- a. To guarantee the faithful performance of the obligations and services required under this Contract, the **CONTRACTOR** shall, upon execution of this Contract, post in favor of the **CLIENT** a Performance Security in the form of (Form of Security) in an amount equivalent to (Minimum Amount in % of Total Contract Price).
- b. In the event that the Performance Security offered by the **CONTRACTOR** would be deemed inadequate or otherwise rendered unacceptable, the **CLIENT** shall have the right to require the **CONTRACTOR** to post

additional performance security in the form and amount determined by the **CLIENT** and allowed under existing laws and regulations.

- c. The Performance Security shall be released not earlier than seven (7) working days from the end of this Contract's term upon the **CLIENT's** issuance of the certificate of completion. The Performance Security shall answer for any damage that the **CLIENT** may suffer by reason of the **CONTRACTOR's** default of any of its obligations and/or breach of the terms and conditions of this Contract. It shall likewise guarantee payment for any loss, damage or injury that may be caused by the **CONTRACTOR** to the **CLIENT**, its employees and guests.
- d. The Performance Security shall be forfeited in favor of the **CLIENT** in the event that the **CONTRACTOR** is in default or breach of its obligation under this Contract. Any changes made in this Contract shall in no way annul, release or affect the liability of the **CONTRACTOR** and the surety.
- e. Failure of the **CONTRACTOR** to comply with any of the terms and conditions of this Contract shall result in the forfeiture of the Performance Security.

VIII. LIQUIDATED DAMAGES

- a. In the event that the **CONTRACTOR** violates any of the terms and conditions of this Contract, or neglects to perform in a timely manner any of the works, duties, functions, responsibilities or obligations stipulated herein, inclusive of the duly granted time extension, if any, or fails to carry out the tasks herein required in an acceptable manner for any reason whatsoever, the **CONTRACTOR** shall be liable for damages for such failure and shall pay the **CLIENT** liquidated damages in an amount equivalent to one-tenth (1/10) of one (1%) percent of the total contract price for every day of delay or breach, in addition to other remedies that the **CLIENT** may exercise under this Contract, pertinent laws, rules and regulations, until such services are finally delivered and accepted by the **CLIENT**. In the event that the total sum of liquidated damages or the total cost to the **CLIENT** of any such delay or inability by the Contractor to deliver its obligations exceeds 10% of the contract price, the **CLIENT** may terminate this Contract upon giving the **CONTRACTOR** written notice at least five (5) calendar days prior to the intended date of termination and impose other appropriate sanctions over and above the liquidated damages.
- b. The **CLIENT** need not prove that it has incurred actual damages to be entitled to liquidated damages. Furthermore, the **CLIENT** reserves the right to deduct any and all of the liquidated damages from any money due or payments which may become due to the **CONTRACTOR** under the terms of this Contract and/or from the securities/warranties filed/submitted by the **CONTRACTOR** as the **CLIENT** may deem convenient and expeditious under the prevailing circumstances.

IX. RETENTION MONEY

To ensure the full and faithful compliance by the **CONTRACTOR** of all the terms and conditions of this Contract as well as to cover for any defects on the Discussion System, a retention money or a special bank guarantee equivalent to ten percent (10%) of the total amount due to the **CONTRACTOR** shall be deducted/retained or posted in favor of the **CLIENT** by the **CONTRACTOR**.

The retention money or the special bank guarantee shall be released to the **CONTRACTOR** only after the **CLIENT** shall have issued a final certificate of full acceptance of the Discussion System, which certificate shall be issued only after the lapse of the warranty period provided under Section II of this Contract; and provided, further, that the Discussion System supplied/delivered under this Contract are free from patent and latent defects and all conditions imposed under this Contract have been fully met.

X. INDEMNITY

The **CONTRACTOR** assumes full and complete responsibility as well as assumes any and all risks attendant or incidental to the selection of the equipment to achieve the intended result and for the installation, use and results obtained from it. The **CONTRACTOR** shall be directly, fully and solely liable to the **CLIENT** for any loss or damage that the **CLIENT** may sustain, and for any claim made against the **CLIENT** by a third party arising out of the use of a defective or malfunctioned equipment or inability to use such equipment. The loss or damage may be in the form of, but shall not be limited to, loss of profits, revenue, data, records or costs of substitute goods or services, property damage, personal injury, interruption of business, loss of business information or for any special, direct, indirect, incidental, economic, cover, punitive, special or consequential damages, arising out of the use of or inability to use the equipment as intended.

The **CONTRACTOR** agrees to fully compensate, indemnify and hold harmless the **CLIENT** and its officers, directors, employees, and agents for any loss, damage, cost, expense, liability or claim suffered or incurred by, or made against the **CLIENT** arising out of the **CONTRACTOR's**, fraud, misrepresentation, negligence, omission or willful misconduct or breach of its warranty as provided herein.

The indemnity required herein shall be in addition to the forfeiture of the Performance Security

XI. SUSPENSION OF PAYMENT/TERMINATION FOR DEFAULT

The **CLIENT** shall have the right to suspend, in whole or in part, any payment due to the **CONTRACTOR** under this Contract in the event there is delay, default, failure or refusal on the part of the **CONTRACTOR** to perform its obligations under this Contract in an acceptable manner. Further, the **CLIENT** shall have the right to procure/engage, upon such terms and manner as



PDIC shall deem appropriate, the services of another contractor to undertake the unperformed/undelivered service(s) of the **CONTRACTOR**. Any and all expenses that may be incurred in relation thereto shall be for the exclusive account of the **CONTRACTOR**.

In the event that such delay, default, failure or refusal continues for a period of more than ten (10%) percent of the Contract price or time, whichever comes first, inclusive of the duly granted time extension, if any, the **CLIENT** shall have the right to terminate this Contract upon giving the **CONTRACTOR** written notice at least five (5) calendar days prior to the intended date of termination. In addition, the **CLIENT** shall have the right to procure/engage the services of another contractor to complete the services required of the **CONTRACTOR** under this Contract. Any and all expenses that the **CLIENT** may incur in connection thereto shall be for the sole account of the **CONTRACTOR**.

The **CONTRACTOR** hereby agrees that the remedies mentioned above shall be understood to be without prejudice to other rights and remedies that the **CLIENT** may exercise under this Contract, applicable laws, rules and regulations.

XII. TERMINATION FOR UNLAWFUL ACTS

The **CLIENT** may terminate this Contract, after giving the **CONTRACTOR** written notice at least five (5) calendar days prior to the intended date of termination, whenever it is determined by the **CLIENT** that the **CONTRACTOR** has engaged, before or during the implementation of this Contract, in unlawful deeds and behaviors relative to Contract acquisition and implementation. Unlawful acts shall include, but not necessarily limited to, the following:

- a. Corrupt, fraudulent, and coercive practices as defined under R.A 9184 otherwise known as the "Government Procurement Reform Act;"
- b. Drawing up or using forged document;
- c. Using adulterated materials, means or methods, or engaging in production contrary to rules of science or the trade; and
- d. Any other act analogous to the foregoing.

The **CONTRACTOR** hereby agrees that the termination referred to herein shall be understood to be without prejudice to other rights and remedies available to the **CLIENT** under this Contract or the applicable laws.

XIII. CONFIDENTIALITY

The **CONTRACTOR** agrees and acknowledges that the subject of this Contract may expose the **CONTRACTOR** to confidential information and that any disclosure of such information may subject **PDIC** to financial, material and operational loss, and therefore, the **CONTRACTOR** hereby agrees as follows:

- a. The **CONTRACTOR**, or any of its employees, agents or representatives, shall not, either during the term of this Contract or at anytime thereafter, reveal, disclose or furnish, in any manner, to any person, firm or corporation any confidential information relating to **PDIC** which it or other members of the work staff/team, may have acquired or which came to its/ their knowledge or possession during the subsistence of this Contract.
- b. The **CONTRACTOR** shall not, during the effectivity of this Contract and extending for a period of one (1) year reckoned from the termination of this Contract, be directly or indirectly engaged or have an interest in any business undertaking or operation of other group, office or company which, in the normal course of operation, would necessitate the use of the confidential information or knowledge gained or acquired during its engagement herein, unless it is granted prior written consent by **PDIC**;
- c. The **CONTRACTOR** agrees to assume sole responsibility and hereby undertakes to indemnify **PDIC**, for any damage, which **PDIC** may sustain by reason of breach of any of the above conditions.

XIV. OTHER GROUNDS FOR TERMINATION

The **CLIENT** may terminate this Contract, in whole or in part, at any time for its convenience, after giving written notice to the **CONTRACTOR** at least five (5) calendar days prior to the intended date of termination, if it has been determined by the **CLIENT** that this Contract would be economically, financially or technically impractical and/or unnecessary on the part of the **CLIENT**; Provided, however, that the **CLIENT** shall accept, at the Contract terms and prices, the goods or services that have already been delivered and/or performed within thirty (30) calendar days prior to receipt by the **CONTRACTOR** of the Notice of Termination. For goods not yet performed/delivered but have already been purchased by the **CONTRACTOR** and are ready for delivery or performance prior to the actual receipt of the Notice of Termination by the **CONTRACTOR**, the **CLIENT** may elect to:

- a. Have any portion thereof to be delivered and/or performed and pay at the Contract terms and prices; and/or
- b. Cancel the remainder and pay to the **CONTRACTOR** an agreed amount for materials and parts previously purchased by the **CONTRACTOR**.

Provided, further, if the **CONTRACTOR** suffers loss in its initial performance of the terminated contract, such as purchase of raw materials for goods specially manufactured for the **CLIENT** which cannot be sold in the open market, the **CONTRACTOR** shall be allowed to recover partially from the Contract on a *quantum meruit* basis. Before recovery may be made, the fact of loss must be established under oath by the **CONTRACTOR** to the satisfaction of the **CLIENT** before recovery may be made



XV. NON-WAIVER OF RIGHTS

The failure of the **CLIENT** to insist upon the strict performance of any of the terms and conditions of this Contract shall not be deemed a relinquishment or waiver of any right or remedy that the **CLIENT** may have nor shall it be construed as a waiver of any subsequent breach or default of the terms and conditions hereof, which in turn, shall continue to be in full force and effect. No waiver by the **CLIENT** of any of its rights under this Contract shall be deemed to have been made unless expressed in writing and signed by the **CLIENT**.

XVI. MISCELLANEOUS PROVISIONS

- a. **Severability** - If any one or more provisions of this Contract shall, for any reason, be held void or unenforceable, the legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired, and shall remain in full force and effect.
- b. **Binding Effect/Assignment of Rights** – This Contract shall be binding upon the **CONTRACTOR**, its partners, successors-in-interest, its legal representatives and assigns. Foregoing notwithstanding, the **CONTRACTOR** shall not in any way assign, or transfer its rights and obligations under this Contract without the written approval of the **CLIENT**.
- c. **Amendment** - This Contract may be amended or modified only in writing upon mutual agreement of the parties hereto.
- d. **Governing Law and Language** – The rights and obligation of the parties hereto shall be governed primarily, by the provisions of this Contract, and suppletorily by the provisions of R.A. 9184 otherwise known as the "Government Procurement Reform Act" and other applicable law, rules and regulations.

This Contract has been executed in English language, which shall be the binding and controlling language for all matters relating to the meaning and interpretation of this Contract. All correspondences and other documents pertaining to this Contract exchanged by the parties shall be written in English.

- e. **Documents Incorporated** – The provisions of this Contract shall be read together with the Terms of Reference and other related bid documents, which documents shall be considered integral part of the provisions and requirements of this Contract.
- f. **Notices** – Any notice, request or consent required or permitted to be given hereunder shall be in writing and shall be personally delivered or transmitted by registered mail with postage prepaid to the parties as follows:



To PDIC : Maria Belinda C. San Jose
c/o Renar M. Gonzales,
Department Manager, TSD
6th Floor SSS Bldg.
6782 Ayala cor. V.A. Rufino
Makati City, 1226

To _____ :

- g. **Venue of Action** - It is hereby agreed that any and all actions that shall arise from this Contract shall be instituted and tried before the proper court (s) of the City of Makati only.
- h. **Attorney's Fees** - In the event that either party is compelled to seek judicial relief to enforce the provisions of this Contract, it shall be entitled to attorney's fees and liquidated damages equivalent to ten percent (10%) and fifteen percent (15%), respectively, of the contract price or the amount claimed in the judicial action, whichever is higher, aside from the costs of litigation and other incidental expenses thereto.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures on the date and place as stated below their respective signatures.

**PHILIPPINE DEPOSIT
INSURANCE CORPORATION**
Client

By:

MARIA BELINDA C. SAN JOSE
Vice President,
Information Technology Group

Date: _____

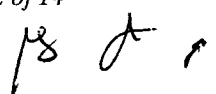
Place: _____

Contractor

By:

Date: _____

Place: _____



CERTIFICATION

This is to certify that pursuant to PDIC Board Resolution No. _____ dated _____, the amount of P _____ has been set aside and made available in the Corporate Operating Budget (COB) of the PDIC for the year _____ to cover the implementation of the approved _____ (name of the procurement project) for the year _____. The remaining amount of the contract, if any, shall be made available in the COB of the PDIC for the succeeding year.

IRENE DL ARROYO
Vice President, Treasury Group

SIGNED IN THE PRESENCE OF:

RENAR M. GONZALES
Manager, Technical Support Department

A C K N O W L E D G E M E N T

REPUBLIC OF THE PHILIPPINES)
MAKATI CITY) S.S

BEFORE ME, a Notary Public, for and in the City of Makati on this __ day of _____, 2014, personally appeared Ms. Maria Belinda C. San Jose with Community Tax Certificate/identification No. _____, issued on _____ at _____.

Known to me and to me known to be the same person who executed the foregoing document and she acknowledged to me that the same is her own free and voluntary act and deed as well as the Corporation which she represents, and that she is duly authorized to sign the same.

This instrument refers to a *Contract for the Supply and Delivery of Discussion System*, consisting of _____ (___), including this page where the Acknowledgment is written, signed on each and every page thereof by the party and the instrumental witness and thereafter sealed with my notarial seal.

WITNESS MY HAND AND SEAL on the date and place first above-written.

Notary Public

Doc. No. _____;
Page No. _____;
Book No. _____;
Series of 2014.

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
_____) S.S.

BEFORE ME, a Notary Public for and in Makati City, on this _____ day of _____, 2014, personally appeared M _____, with Community Tax Certificate/Identification No. _____ issued on _____ at _____.

Known to me and to me known to be the same person who executed the foregoing instrument and he/she acknowledged to me that the same is his/her free and voluntary act and deed as well as of the corporation he/she represents, and that he/she is duly authorized to sign the same.

This instrument refers to *Contract for the Supply and Delivery of Discussion System*, consisting of _____ (___) pages, including this page where the acknowledgement is written, signed on each and every page thereof by the parties and their witness and thereafter sealed with my notarial seal.

WITNESS MY HAND AND SEAL on the date and place first above written.

Notary Public

Doc. No. _____;
Page No. _____;
Book No. _____;
Series of 2014.

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18 J