

PROVISION OF NEXT GENERATION SEQUENCING AGREEMENT

KNOW ALL MEN BY ITS PRESENTS:

This Agreement, made and executed this _____ by and between:

Philippine Fiber Industry Development Authority, a government agency which is mandated to promote the growth and development of the natural fiber industry through research and development; production support; extension support, education and training services; fiber utilization and technology; and standards implementation and trade regulation, with principal office at 3/F PhilFIDA, DA-PCAF Bldg., Department of Agriculture Compound, Elliptical Road, Diliman, Quezon City, represented in this act by its Executive Director, **KENNEDY T. COSTALES**. hereinafter referred to as the "**PhilFIDA**";

and –

KINOVETT SCIENTIFIC SOLUTIONS CO., duly organized and existing under and by virtue of the laws of the Philippines, with business address at Unit 403 Amaremca Bldg., 107A Kalayaan Ave., Quezon City, represented herein by its General Manager, **LOVETTE F. CUNANAN**, hereinafter referred to as the "**SUPPLIER**".

WITNESSETH that:

WHEREAS, the SUPPLIER was declared as the Single Calculated and Responsive Bidder in the Public Bidding conducted by the PhilFIDA-BAC for the PROVISION of Next Generation Sequencing under BAC-IB No. _____ on _____;

WHEREAS, PhilFIDA is desirous to engage the services of the SUPPLIER for the purpose of providing the next generation sequencing services:

Description	Number of Samples
<p>Plant Whole Genome Sequencing with De Novo Assembly and Annotation using NovaSeq Platform</p> <ul style="list-style-type: none"> - with one-time sample QC - inclusive of shotgun library preparation and lib prep QC - sequencing on NovaSeq6000 platform with 150bp paired-end setting - with post data QC - 45G Throughput - 4-6 weeks turnaround time after passing sample QC - free temperature-controlled shipping of sample from PhilFIDA to Macrogen South Korea 	2
<p>Plant Whole Genome Sequencing with De Novo Assembly and Annotation using PacBio Sequel Platform</p> <ul style="list-style-type: none"> - sequencing using one SMRT cell of PacBio Sequel with an estimated throughput of 4-4.5Gb/SMRT cell - inclusive of temperature-controlled shipping of sample - with raw data report - raw data will be delivered in a hard drive - 4-8weeks turnaround time after passing sample QC 	2

WHEREAS, the following documents are hereby incorporated into and made integral part of this Contract/Agreement.

1. Invitation to Bid
2. Terms of Reference
3. Abstract of Bids
4. BAC Resolution No. _____
5. Notice of Award and Contractor's "Conforme" thereto
6. Notice to Proceed
7. Bid Proposal of the Winning Bidder

NOW, THEREFORE, in consideration of the foregoing premises hereto, have agreed, and do hereby agree on the following arrangement, stipulations, terms, and conditions.

**ARTICLE I
DESCRIPTION OF WORK**

The SUPPLIER shall provide for Next Generation Sequencing of Abaca plant using NovaSeq and PacBio platforms;

**ARTICLE II
CONTRACT AMOUNT**

The contract price for the PROJECT shall be Eight Hundred Forty Seven Thousand and Sixty Pesos (Php 847,060.00), Philippine Currency, inclusive of government mandated taxes;

Both parties agree that the total price stated herein already includes all applicable taxes, fees, charges and duties required by the government. The SUPPLIER holds free the PhilFIDA from liability or any reason or cause whatsoever.

**ARTICLE III
SCHEDULE OF PAYMENT**

The PhilFIDA shall pay the total amount of Eight Hundred Forty Seven Thousand and Sixty Pesos (Php 847,060.00), Philippine Currency, inclusive of government mandated taxes, not later than sixty (60) days upon submission of an invoice or claim by the SUPPLIER. Should PhilFIDA decides to have the services delivered on a staggered basis, the SUPPLIER shall issue a bill within 30 days upon release of the results, corresponding to the services availed. PhilFIDA shall then pay the SUPPLIER of the amount due not later than sixty days upon submission of the billing statement or invoice.

**ARTICLE IV
CONTRACT TIME**

The effectivity of this PROJECT shall be from the date of receipt of approved Notice to Proceed until the total number of sequencing credits are fully consumed, whichever occurs first.

**ARTICLE V
CLAIMS AND DISPUTES**

In the case of a dispute between PhilFIDA and the SUPPLIER, the dispute shall be resolved in accordance with Republic Act 9285 ("R.A. 9285"), otherwise known as the "Alternative Dispute Resolution Act"

**ARTICLE VII
FORCE MAJEURE**

In the event that the delivery of the service cannot be completed within the prescribed period because of force majeure as defined by prevailing laws and such other causes not attributable to the Supplier, the latter shall not be held liable.



**ARTICLE VIII
DEFAULT**

The SUPPLIER shall complete the SERVICES within the time prescribed in Article IV hereof. Should the SUPPLIER fail in the performance for reasons attributable to the SUPPLIER, the latter shall pay a penalty of one-tenth of one percent (1/10 of 1%) of the cost of the unperformed portion for every 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 contract, PhilFIDA shall revoke the contract, without prejudice to other courses of action and remedies open to it. Such delay, however, shall not give rise to refusal or withholding of payment by the PhilFIDA for the services rendered.

IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hands this ____ day of _____, 2019 at _____, Philippines.

**PHILIPPINE FIBER INDUSTRY
DEVELOPMENT AUTHORITY**

By:


KENNEDY T. COSTALES
Executive Director III

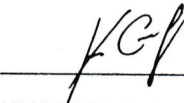
KINOVETT SCIENTIFIC SOLUTIONS CO.

By:


LOVETTE F. CUNANAN
General Manager

Signed in the presence of:


HONESTO C. TABUZO, JR.
Chief Accountant


KING KARL R. SEROJE
Business Operations Manager

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
QUEZON CITY)S.S.
x-----
QUEZON CITY

QUEZON CITY and LOVETTE F. CUNANAN appeared in person before me this ____ day of _____, 2019 in the City of Quezon, presented to me an integrally complete instrument or document, exhibited to me their identification documents, and represented to me that the signatures thereon were voluntarily affixed by them for purposes stated therein, and declared that they executed the same as their free and voluntary act and deed. If acting in a particular capacity, that they have the authority to sign in that capacity.

The principals were identified by competent evidence of identity, showing to me their current identification documents bearing their photographs and signatures:

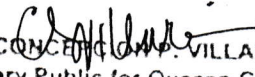
KENNEDY T. COSTALES
Government Employee No.
001

LOVETTE F. CUNANAN
Passport No.:
EC728556

This instrument or document consists of four (4) pages, and are signed by the principals and their witnesses on each and every page hereof.

DEC 9 2019
QUEZON CITY

Doc. No. 127
Page No. 10
Book No. 108
Series of 2019.


ATTY. CONCEPCION VILLARENA
Notary Public for Quezon City
Until December 31, 2019
PTR No. 7323642 - 1-03-2019/ QC
IBP No. AR14460591 - 12-17-2018/ QC
Roll No. 30457 - 05-09-80
MCLE 5-0012536 - 12-21-2018
Adm Matter No. NP 270 (2018-2019)

 FGV



