

SUPPLY CONTRACT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

THIS AGREEMENT is executed and entered into for all purposes and in all respect at day of 09 2021 2020 by and between:

PHILIPPINE FIBER INDUSTRY DEVELOPMENT AUTHORITY with principal office address at 3/F DA-PCAF Bldg., Department of Agriculture, Elliptical Road, Diliman, Quezon City, represented by **KENNEDY T. COSTALES**, Executive Director III, hereinafter referred to as "**the Procuring Entity**".

And

KINOVETT SCIENTIFIC SOLUTIONS CO. with business address at Unit 403 Amaremca Bldg., 107A Kalayaan Ave., Quezon City, represented by **LOVETTE F. CUNANAN**, Authorized Representative, hereinafter referred to as "**the Supplier**".

WITNESSETH THAT:

WHEREAS the Procuring Entity invited Bids for goods, viz., "**Genome Sequencing and Assembly of Tangongon (NSIC 2017 Mt_003)**" and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of **One Million Four Hundred Ninety Thousand Four Hundred Seventy-Five Pesos (1,490,475.00)** (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form, and be read and construed, as part of this Agreement, viz.,:
 - a) The Special Conditions of Contract and the Technical Specifications stipulated in the Bidding Documents; and
 - b) The Supplemental/Bid Bulletin dated November 5, 2020.
3. In consideration of the payments to be made by the Procuring Entity to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Procuring Entity to provide the goods and to remedy defects therein in conformity in all respects with the provisions of the Contract.

LOVETTE F. CUNANAN

KING / KERR / SERRAJO




4. Aside from the liquidated damages to be paid by the Supplier in case of delay as stipulated in the Job Order, the Procuring Entity may rescind this Agreement in case of the unreasonable failure of the Supplier to deliver the goods and services. Such rescission may be done extra judicially by the Procuring Entity.
5. Any court action which may accrue in relation to this Agreement shall be tried exclusively in the Regional Trial Courts of Quezon City only.
6. The Procuring Entity hereby covenants to pay the Supplier in consideration of the provision of the goods and the remedying of defects therein, the Contract price or such other sum as may become payable under the provisions of the contract at the time and in the manner prescribed.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

**PHILIPPINE FIBER INDUSTRY
DEVELOPMENT AUTHORITY**



KENNETH T. COSTALES
Executive Director III

**KINOVETT SCIENTIFIC
SOLUTIONS CO.**


LOVETTE F. CUNANAN
Authorized Representative

WITNESSES:


HONESTO C. TABUZO, JR.
Chief Accountant


KING KARL VERAJE
Buss. Ops. Manager

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES

QUEZON CITY

BEFORE ME, a NOTARY PUBLIC for and in _____ personally appeared on this _____ day of 09 2021 2020 at QUEZON CITY.

NAME	I.D. No.	OFFICE
KENNEDY T. COSTALES	001	PhilFIDA, Quezon City
LOVETTE F. CUNANAN	P4699484B	DFA NCR NORTHEAST

Known to me to be the same persons who executed the foregoing instrument and acknowledged to me that the same is their own free and voluntary act and deed and that of the entities which they respectively represent.

This instrument refers to a Supply Contract consisting of two (2) pages including this page on which this Acknowledgement is written, signed by the parties hereto and their instrumental witnesses on each and every page thereof.

WITNESS MY HAND AND SEAL, on the date and place above mentioned.

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Series of 2020

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ATTY. MARILAIN AGNES PINY A. SUMALABE
NOTARY PUBLIC UNTIL DECEMBER 31, 2021
PENTHOUSE SUITE, J & S BUILDING
NO. 104 KALAYAAN AVENUE, QUEZON CITY
IBP O.R. No. 143346/1-8-2021
PTR No. 0731142D/1-8-2021; ROLL NO. 69677
MCLE COMPLIANCE NO. VI-0003151/4-14-2022

Cunanan

Costales

[Signature]

[Signature]