## SUPPLY CONTRACT AGREEMENT Contract No.: RFQ-004-2022

KNOW	ALL MEN	BY THESE	PRESENTS:

THIS AGREEMENT is executed and entered into for all purposes and in all respect at \_\_\_\_\_ day of MAY 13 2022 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

**Q & L PEST CONTROL SERVICES** with business address at 13D-A Col. Salgado St., (West) Kamias, Quezon City represented by **HONESTO P. QUIJANO**, General Manager, hereinafter referred to as "**the Supplier**".

## WITNESSETH THAT:

WHEREAS the Procuring Entity invited Bids for goods, viz., "Termite and In-house / Household Pest Control Services" and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of One Hundred Fifteen Thousand Pesos (PhP115,000.00) (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 Supplier's Price Quotation; and
  - b) Job Order No. 010-2022.
- 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.

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- 4. Aside from the liquidated damages to be paid by the Supplier in case of delay as stipulated in the Supplier's Price Quotation, 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

KENNEDY T. COSTALES
Executive Director III

**Q & L PEST CONTROL SERVICES** 

HONESTO P QUHANO Authorizest representative

WITNESSES:

HONESTO C. TABUZO, JR. Chief Accountant

## **ACKNOWLEDGEMENT**

REPUBLIC OF THE PHILIPPIN QUEZON (  BEFORE ME, a NOTAR appeared on this	TIY	QUEZON CITY personally 2022 at
NAME	I.D. No.	OFFICE
KENNEDY T. COSTALES	001	PhilFIDA, Quezon City

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.

Doc. No. \_

Page No. \_

Book No. \_

Series of 2022

ATTY. ROGELIO J. BOLIVAR

Notary Public Quezon City

Commission No. Adm. Matter No. NP 204 (2021-2022)
127 C.R. No. 132134 MD 2021 & IBP No. 133076 MD 2022,

PTR O.R. No. 2463255D 1/3/2022 Roll No. 33832 / TIN No. 129-871-009

MCLE No. VI-0029583 Quezon City

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