## AGREEMENT

## KNOW ALL MEN BY THESE PRESENTS:

This Agreement, entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2021, in the City of Pasay, Philippines, by and between:

PHILIPPINE INTERNATIONAL CONVENTION CENTER INC., a government corporation created and existing by authority of Presidential Decree No. 520 dated July 23, 1974, as amended by Presidential Decree No. 710 with principal office at the PICC Complex, 1307 Pasay City, represented herein by its General Manager, Atty. RENATO B. PADILLA, hereinafter referred to as "PICCI".

and



NATURE CARE WASTE CONSULTANCY MANANGEMENT SERVICES CORPORATION, a corporation duly organized and existing under the laws of the Republic of the Philippines with office address at 007-BL-008 Llano Street, Mayville Subdivision, Caloocan City and represented herein by its General Manager, MARISSA F. PAZ., duly authorized for the purpose, hereinafter referred to as "CONTRACTOR".

## WITNESSETH: That -

WHEREAS, PICCI, through its Bids and Awards Committee (BAC), invited Bids, by way of Negotiated Procurement, for the One (1) – Year Contract for the Daily Operation and Maintenance Service of PICC's Sewage Treatment Plant/System and has accepted an offer from the CONTRACTOR in the sum of EIGHT HUNDRED TWENTY-EIGHT THOUSAND PESOS (P828,000.00), VAT Inclusive;

WHEREAS, the PICCI Management has approved the award of the said procurement to the CONTRACTOR, which offered the single calculated and responsive offer;

NOW THEREFORE, the parties hereby agree and covenant as follows:

1. The following documents shall be deemed to form part, and be read and construed as part, of this Agreement, viz:

- (a) the Offers submitted by the bidder;
- (b) Post-qualification documents
- (c) the Technical Specifications duly signed on every page by the duly representative;
- (d) the Notification of Award issued by PICC;
- (e) Performance Bond; and
- (f) BAC Resolution No. 044 (07-21)
  - 2. In consideration of the payment to be made by **PICCI** to the **CONTRACTOR**, the latter hereby covenants with **PICCI** to deliver the services required under the one (1) year contract, subject of the public bidding in conformity with the provisions of the SCC; and
    - 3. **PICCI** shall pay the **CONTRACTOR**, in consideration for services rendered under this Agreement, the amount in accordance with the manner of payment set forth in the SCC.

Edgar Venerable



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 INTERNATIONAL NATURE CARE WASTE CONSULTANCY CONVENTION CENTER, INC. MANAGEMENT SERVICES CORP. (PICCI) (CONTRACTOR) By: By: General Manager General Manager SIGNED IN THE PRESENCE OF: B. DELOS REYES ACKNOWLEDGEMENT REPUBLIC OF THE PHILIPPINES) PASAY CITY BEFORE ME, a Notary Public, for and in the City of Pasay, personally appeared: RENATO B. PADILLA, in his capacity as General Manager, PICCI, with PICC TIN 001-114-766 and MARISSA F. PAZ, in her capacity as General Manager, NATURE CARE WASTE CONSULTANCY MANAGEMENT SERVICES CORP., with her TIN 223-903-658, both known to me and to me known to be the same persons who executed the foregoing Agreement consisting of two (2) pages including this page where the acknowledgement is written signed on each and every pages thereof by the parties and their witnesses; other attachments enumerated on page one (1) of this Agreement are considered part and parcel of this document; the parties further acknowledged to me that the same are their free acts and voluntary deeds. WITNESS MY HAND AND NOTARIAL SEAL on this \_\_\_\_\_ day of \_\_\_\_\_, 2021, in Pasay City, Philippines.

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