CONTRACT OF LEASE

KNOW ALL MEN BY THESE PRESENTS:

This contract is made and entered in the City of Pasig, Metro Manila by and between:

THE CITY OF PASIG, a local government unit duly organized and existing under and by virtue of the laws of the Republic of the Philippines with principal office at City Hall, Caruncho Ave., Barangay San Nicolas, Pasig City, herein represented by HON. VICTOR MA. REGIS N. SOTTO, in his capacity as City Mayor, hereinafter referred to as the "LESSEE";

- and -

OAKRIDGE PROPERTIES, INC. a domestic corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal office at 25 ADB Ave., San Antonio, Pasig City, herein represented by **JANICE AIRENE Z. TIAMBENG**, Authorized Representative, pursuant to the Secretary Certificate attached hereto as Annex "A" hereof, herein referred to as the "LESSOR";

Each of the LESSEE and the LESSOR may be referred to as a "PARTY" and collectively as "PARTIES".

The parties hereto represent that they possess the capacity and authority to enter into this Contract of Lease.

WITNESSETH:

WHEREAS, the LESSEE has a lease requirement for venue under Purchase Request No. 100-23-02-323 for the Lease of Venue for the Strategic Planning – Public Information Office from 23 March 2023 to 24 March 2023;

WHEREAS, pursuant to Section 53.10 of the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 (Government Procurement Reform Act) and the Consolidated Guidelines for Alternative Methods of Procurement, the LESSEE, through its Bids and Awards Committee ("BAC"), sent Requests for Quotations to at least three (3) potential lessors, and two (2) potential lessors responded;

WHEREAS, on 15 March 2023, the LESSEE, through its BAC, conducted negotiation and evaluation and found the LESSOR's quotation to be responsive;

WHEREAS, the LESSOR thus offered for lease to the LESSEE a venue, accommodations, function room, equipment, and meals in Discover Suites;

WHEREAS, considering all of the legal requisites, and finding the LESSOR'S CONTRACT NO. 100-23-02-323

quotation to be in order, valid, and responsive, the **LESSOR** was found to have submitted the Lowest Calculated and Responsive Quotation/Proposal in the amount of **Eighty Seven Thousand Eight Hundred Pesos** (**Php 87,800.00**);

WHEREAS, the LESSEE accepted the LESSOR's offer and awarded the project to the LESSOR in accordance with the Implementing Rules and Regulations of Republic Act No. 9184;

NOW, THEREFORE, in view of the foregoing premises and for and in consideration of mutual covenants and undertakings, the parties hereto have agreed as follows:

ARTICLE I SUBJECT OF THE LEASE

This Contract of Lease shall cover all the items found in the Request for Quotation (RFQ) / Terms of Reference (TOR) after the conduct of Negotiation attached to this Contract as Annex "B".

ARTICLE II LEASE PERIOD

The Contract of Lease shall be for the period of 23 March 2023 to 24 March 2023.

ARTICLE III CONTRACT PRICE

In consideration for the lease to be undertaken by the LESSOR specified in Article I hereof, the CITY OF PASIG shall pay **OAKRIDGE PROPERTIES, INC.** based on the billing statement/statement of account/invoice/billing invoice/others with complete and correct supporting documents/attachments and computations in an amount not to exceed **Eighty Seven Thousand Eight Hundred Pesos (Php 87,800.00)**.

ARTICLE IV AMENDMENT AND EXCLUSIVITY

- 1. This Contract of Lease constitutes the entire agreement between the parties hereto and all previous agreements between the parties relative to the Leased Premises and ancillary services therein, are hereby superseded by this Contract of Lease.
- 2. The relationship of the parties shall be limited to the performance of the terms and conditions of this Contract of Lease. Nothing in this Contract of Lease shall be construed as to create a general partnership, joint venture, or agency between the parties, or to authorize any party to act as a general agent for another, or permit any party to bind the other, or to borrow money on behalf of another party, or to use credit of any party, for any purpose.

CONTRACT NO. 100-23-02-323

3. The Contract of Lease shall not be deemed amended or otherwise in any manner, unless such amendment or alteration is made in writing and signed by both parties.

ARTICLE V NON-WAIVER

- 1. The failure or delay on the part of any party to insist upon strict performance of any of the terms, conditions, and covenants hereof, or to exercise any of its rights under this Contract of Lease, shall not be deemed a relinquishment or waiver of the enforcement of any right or remedy that said party may have nor shall it be construed as a waiver of any subsequent breach or default of the terms, conditions, and covenants herein contained, which shall be deemed in full force and effect. No waiver by a party shall be deemed to have been made unless expressed in writing and signed by the said party.
- 2. Any right or remedy conferred by this Contract of Lease shall not be exclusive of any other right or remedy of each party, whether under this contract or provided by or permitted by law or in equity, but each right or remedy shall be cumulative of every right or remedy available.

ARTICLE VI ADDITIONAL PROVISIONS

- 1. The parties hereby manifest that they shall first meet, confer and sit down together for the purpose of exploring all avenues and/or possibilities of amicably settling whatever are their differences, disputes and/or controversies that may arise in connection with any of the terms and conditions of this Contract of Lease.
- 2. In the event that facts and circumstances arise or are discovered which render this Contract of Lease manifestly and grossly disadvantageous to the government, as determined by the **LESSEE**, the parties hereto agree to immediately renegotiate its terms and conditions, or at the option of the **LESSEE**, terminate the same.
- 3. If the parties fail to amicably settle their difference, disputes, and/or controversies, the parties, waiving for this purpose any other venue, hereby agree that the courts of the City of Pasig shall be the sole and exclusive venue of any and all actions or suits between the parties, to the exclusion of all other courts and venues. This exclusive venue provision shall apply even in cases arising from the declaration of nullity of this Contract of Lease in part or in its entirety and in cases arising after or by reason of the declaration of nullity of this contract, whether in part or in its entirety.

| IN WITNESS WHEREOF, the parties hereto set their hands this | | | | | |
|---|--|--|--|--|--|
| CITY OF PASIG | OAKRIDGE PROPERTIES, INC. | | | | |
| Ву: | By: | | | | |
| HON. VICTOR MA. REGIS N. SOTTO City Mayor | JANICE AIRENE Z. TIAMBENG Authorized Representative | | | | |
| WITNESSES: | | | | | |
| (Printed Name and Signature) | (Printed Name and Signature) | | | | |
| | | | | | |
| Funds Appropriated: | Funds Obligated: | | | | |
| MS. MARTINELLI A. SANTIAGO OIC - City Budget Office | MS. JUV A. CUENCO City Accountant () 100 - 2023 - 05 - 0126 - 103 V | | | | |
| Funds Available: | Recommending Approval: | | | | |
| MS. MARITA A CALAJE City Treasurer | MARIA KRISNAIP. JUANGCO Administrative Officer V (Information Officer III) | | | | |

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)

) S.S. City of PASIG CITY

BEFORE ME, a Notary Public for and in the City of ASIG CITY, on this day of MAR 2 0 2023, personally appeared:

| Name | Government ID | Issue and Expiry Date | |
|------------------|------------------|-----------------------|--|
| JANICE AIRENE Z. | 011115112 UCENSE | 2024/0131 | |
| TIAMBENG | NOI-10-00 1054 | PHUPPINES | |

known to me to be the same person who executed the foregoing Contract of Lease consisting of five (5) pages, and who acknowledged to me that the same is their own free and voluntary act and deed as well as the free and voluntary act and deed of the entity they duly authorized to represent.

WITNESS MY HAND AND NOTARIAL SEAL, on the date and place first

above written.

Doc. No._

Page No.__

Book No. _ Series of 2023 Notary Public 🐃

Pasig, Pateros & San Juan Valid Until December 31, 2023 Roll No. 22188

PTR AA No. 0112306/01-03-23 Lifetime IBP Member No. 04236

Official Receipt No. 574709, IBP Chapter MCLE Compliance No. VII-0000050/6-18-2019

ACKNOWLE QuG Mr EAN T Centre, U. Velasco, Ave.

Malinao, Pasig City,

BEFORE ME, a Notary Public for and in the City of Pasig, on this day of NAR 20 7023, personally appeared Victor Ma. Regis N. Sotto, known to me to be the same person who executed the foregoing instrument and who acknowledged to me that the same is his free and voluntary act and deed as well as that of the entity he represents.

This instrument consists of five (5) pages, including this page in which this Acknowledgement is written and duly signed by the Parties.

WITNESS MY HAND AND NOTARIAL SEAL, on the date and place first

above written.

Doc. No. 31

Page No.__

Book No.

Series of 20

Notary Public-Pasig C

Until December 31, 202 ROLL NO. 43288

IBP LIFETIME NO. 08352 PTR NO. 9004628

APPOINTMENT NO. 25 (2022-2023) MCLE COMPLIANCE NO. VI-0030466

TIN NO.127-509-331-00000

CONTRACT NO. 100-23-02-323

SECRETARY'S CERTIFICATE

KRISTINE MARIE E. LIBERATO, of legal age, Filipino, single, with office address at 2704 East Tower, Philippine Stock Exchange Centre, Exchange Road, Ortigas Center, Pasig City, after being duly sworn in accordance with law, depose and state, that:

- I am the duly elected and qualified Assistant Corporate Secretary of OAKRIDGE PROPERTIES, INC. doing business under the names and styles of Discovery Centre; Oakridge Mansion; Discovery Suites; 22 Prime; Resto 5; and Serendipity Lounge (the "Corporation"), a corporation organized and existing under the laws of the Philippines, with principal office at 25 ADB Avenue, Ortigas Center, Pasig City, Metropolitan Manila;
- The Office of the Corporate Secretary, has custody of the Corporate records of the 2. Corporation;
- At the meeting of the Board of Directors of the Corporation held on 30 July 2020, at which a quorum was present and acted throughout, the following resolution was unanimously passed and approved:

"RESOLVED, amending all previous resolutions on the subject, that OAKRIDGE PROPERTIES, INC. doing business under the names and styles of Discovery Centre; Oakridge Mansion; Discovery Suites; 22 Prime; Resto 5; and Serendipity Lounge (the 'Corporation') designates Ms. Janice Airene Z. Tiambeng, the General Manager of Discovery Suites, as the Corporation's authorized representative to transact, negotiate and deal with the various government agencies, including the Bureau of Internal Revenue, Social Security System, Home Development Mutual Fund (Pag-Ibig), and Philippine Health Insurance Corporation, concerning the business operations and activities of the Corporation, with full power and authority to sign, execute, endorse and deliver any and all contracts, agreements, statements, reports and such other documents and papers as may be necessary or proper to implement the foregoing authority.

Hereunder is the specimen signature of the Corporation's authorized signatory:

JANICE AIRENE Z. TIAMBENG

IN ATTESTATION OF THE ABOVE, this Certificate has been signed this 6th day of August 2020 at Pasig City.

> IE E. LIBERATO KRISTINE Assistant Corporate Secretary

SUBSCRIBED AND SWORN to before me this 6th day of August 2020 at Pasig City, affiant exhibiting to me her Community SSS No. 3424070778 and TJN 267-153-955.

Doc. No. Page No. Book No. Series of 2020.

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ISAIAH G. ŞAN MIGUEL

Notary Public to: Cities of Passig and San Juan and in the Iyanicipality of Passigs Appending No. 225 (2015-2020)

Apparamyon No. 225 (2019-2020)
Commissing Expires on December 31, 2020
2704 Sins Tower, PSE Contre. Exchange Road
Ontiguo Center, 1605 Passig City
PSE No. 20560001 (41,05.207 Manuelsyong
Him No. LENEUSY75764.72.15 (PPLM
Holi of Squareys No. 54224
MCEC Se. Visional Systems 100-1510 MOLEC No. VI-0025655 / Oa 15.19



PROCUREMENT MANAGEMENT OFFICE

REQUEST FOR QUOTATION/INVITATION FOR NEGOTIATION

| Date | | 14 March 2023 | |
|--|-----|--|--|
| Project Title | : | | |
| Mode of Procurement | : | Negotiated Procurement (Lease of Real Property or Venue) | |
| RFQ No. | ; | 100-23-02-323 | |
| Approved Budget for the Contract | : | One Hundred Thousand Pesos and 1/100 (Php 100,000.01) | |
| Deadline and Place for the Submission of Quotation | ••• | Please submit the accomplished Quotation and required documents not later than <u>15 March 2023</u> , <u>1:45 PM</u> the Bids and Awards Committee (BAC) through the Procurement Management Office (BAC Secretariat Office), <u>4th Floor</u> , Pasig City Hall, San Nicolas, Pasig City. | |
| | | You may enclose all the documents in an envelope duly marked with the following details: | |
| | | Title and reference number of the project (Purchase Request No.); and Name, address and contact details (telephone/cellphone number and email address) of the bidder. | |
| Date, Time and Place of the Negotiation | ; | 15 March 2023, 2:00 PM, 7th Floor, Meeting Room, Pasig City Hall | |
| TERMS | : | The lease contract shall commence from 23 March 2023 to 24 March 2023 | |
| NOTES | | Lessor shall submit their offer/quotation through their duly authorized representatives Quotations submitted exceeding the Approved Budget for the Contract (ABC) shall be rejected. The prices quoted are to be paid in Philippine Currency. All prices quoted are subject to all Philippine Tax Statutes. Award of contract shall be made to the lowest quotation which complies with the technical specifications and other terms and conditions stated herein. The City Government of Pasig shall have the right to inspect and/or to test the real property to confirm their conformity to the technical specifications. | |

Sir/Madame:

In accordance with the Technical Specifications, Scope of Work and General Conditions for the aforementioned project stated herewith, kindly fill up and submit your lowest proposal.

For any inquiries or clarifications, please contact the Procurement Management Office (BAC Secretariat Office) at (02) 8643-1111 local 1461 or 1462 or through email bidsandawards@pasigcity.gov.ph

Thank you.

ATTY. PONCE MIGUEL D. LOPEZ
Officer in Charge, Procurement Management Office

Description of Service Requirement

Offered Technical Proposal

Please fill in with either: "Comply" or "Not Comply"

Lease of Venue for the Strategic Planning of Public Information Office under PR No. 100-23-02-323

TECHNICAL SPECIFICATIONS/SCOPE OF WORK

Live-In Workshop

Room Check In: 23 March 2023, Thursday 3:00 PM

Room Check Out: 24 March 2023, Friday 12:00 PM

23 March 2023 to 24 March 2023

> General Requirements

Number of Days: 2 days 1 night

Type of Accommodation: Live-in for 11 pax

Location: Ortigas, Pasig City

Free parking space

- Accommodations, meals use of function rooms and other facilities/amenities in case of additional participants, price shall be the same price less than the regular participants.
- Complimentary welcome banner or standee
- Price quotation shall be denominated in Philippine Peso and inclusive of all applicable government taxes and service charges. Quoted price shall be valid for a period of one hundred twenty (120) calendar days.

> Venue/Function Specific Requirements

Check in and luggage drop-off counters

Table set-up for check- in counters, where employees shall drop off their luggage before proceeding to the function room for the planning session; set-up for check-in and luggage drop off shall be in the same floor; area where the function room specified in item 2b is located. Before we check in the hotel room, we shall start our Strategic Planning workshop at 8:00 am in the function room of the hotel. Check in time in hotel room is 3:00 pm and check out time in hotel room is 12:00 NN the next day with continuous use of function room until 5:00PM (end of the day 2 workshop).

- Service provider shall set up at least two (2) check in counters, each with at least two (2) staff assigned
- Service provider shall assist in transferring the luggage of participants to their assigned room once available
- Room key shall be distributed not later than 3:00 !

> Function Room

- One guaranteed air-conditioned function room with built in floor ceiling wall dividers, which can accommodate at least 11 participants, for a meeting set up for sessions and meals as illustrated below.
- Rest room must be available near function rooms.
- A separate table set up for the facilitator.
- The function room shall provide throughout the event, with whiteboard/flip chart, one (1) side screen LCD projector, PA/audio systems including at least (3) cordless microphones and strong/fast Wi-Fi connection.

> Accommodation

- Guaranteed air-conditioned room with basic hotel room facilities including but not limited to beddings, cable televisions, IDD/NDD phone system, Wi-Fi access, closet, safety vault, refrigerator, mini-bar, coffee and tea making toiletries for each guest, hot and cold shower, water supply, and complimentary use of hotel facilities, if there is any such as swimming pool and gym.
- The service provider shall provide the following rooms for 11 participants:
 - a. Junior Suites (Single/Double) 7 Rooms
 - b. Quadruple-Sharing Room 1 Room

Meals Requirements for 23 March 2023 to 24 March 2023

First Meal: 23 March 2023 AM Snacks

Last Meal: 24 March 2023 PM Snacks

| MEALS | Day 1 | Day 2 |
|------------------|---|----------|
| Breakfast | 1 20 2 12 12 17 17 17 17 17 17 17 17 17 17 17 17 17 | ~ |
| AM Snacks | V | √ |
| Buffet Lunch | <i>y</i> | √ |
| PM Snacks | V | V |
| Buffet Dinner | V | |

- All meal are inclusive of free-flowing iced tea, juice, or soda
- Free flowing hot tea, coffee, and drinking water throughout the planning session
- One-way buffet station set-up
- Preferred menu is international composed of rice in

| viands (two meat dishes and one vegetable dish), and dessert | | | | |
|---|---|--|--|--|
| Proposed menu shall be sub information office as part of the pro Food tasting shall be conducted public information office and the fitheir approval. | posal d upon request of the | | | |
| Other Requirements: | | | | |
| See terms of Reference | | | | |
| FIR | NANCIAL PROPOSAL | | | |
| Name of Project | Grand Total Cost for the Lease of Venue | | | |
| Lease of Venue for the Strategic Planning of Public Information Office | PhP (Amount in Figures) | | | |
| | (Amount in words of Grand Total Cost) | | | |

Additional Requirements:

Together with your proposal/quotation, kindly submit the following documents:

- 1. Mayor's/Business Permit (or a recently expired Mayor's/Business permit together with the official receipt as proof that the prospective bidder has applied for renewal within the period prescribed by the concerned local government unit subject to submission of the Mayor's Permit before the award of contract).
- Income Tax Returns (Annual Income Tax Return of the preceding tax year) OR Business Tax Returns (Value Added Tax or Percentage tax return covering the previous six months)¹
- 3. Philippine Government Electronic Procurement System (PhilGEPS) Registration Number or a valid PhilGEPS Registration Certificate;
- 4. Accomplished and notarized Omnibus Sworn Statement. (https://www.appb.gov.ph/assets/forms/Omnibus%20Sworn%20Statement(Revised).docx)
- 5. Original or Certified True Copy of Proof of Authorization i.e. duly notarized Secretary's Certificate issued by the corporation or the members of the joint venture or a Special Power of Attorney, in case of Sole Proprietorship.

BIDDER'S COMMITMENT:

We hereby agree and bind ourselves to the terms and conditions herein specified, to the manner of procurement and evaluation set up by the Bids and Awards Committee (BAC), to the provisions of the draft Contract of Lease and to the rules and regulations of the City Government of Pasig.

We understand that City Government of Pasig is not bound to accept the lowest or any bid it may receive.

| Conforme: | | |
|---|------------------|---|
| Signature over printed Name | Position | 10 m |
| Duly authorized to sign quotation/offer f | or and on behalf | (Please indicate name of |
| company) | | |





TERMS OF REFERENCE

PROCUREMENT OF LEASE OF VENUE FOR THE PUBLIC INFORMATION OFFICE'S "STRATEGIC PLANNING"

I. RATIONALE

The Public Information Office intends to conduct its Strategic Planning outside the Pasig City Hall premises, in a more appropriate venue to maximize the attainment of the objectives of the exercises. For this purpose, an external service provider will be conducted to provide the conference/function room, meals, and accommodations.

II. SCOPE OF WORK

The service provider for the venue shall provide the function rooms and facilities, accommodations, and meals with the following specification:

1. General Requirements

- a. Price quotation for overnight stay: two (2) days and one (1) night.
- b. Event date: Thursday to Friday, preferably March 23 to 24, 2023.
- c. Preferred location is Ortigas, Pasig City, which has a travel time of less than one (1) hour away from the Pasig City Hall.
- d. Guaranteed number of participants: 11 pax.
- e. Free parking space.
- f. Accommodations, meals, use of function rooms and other facilities/amenities in case of additional participants, price shall be the same price less than the regular participants.
- G. Complimentary welcome banner or standee.
- Price quotation shall be denominated in Philippine Peso and inclusive of all applicable government taxes and service charge. Quoted price shall be valid for a period of one hundred twenty (120) calendar days.

2. Venue/Function Specific Requirements

The Service Provider shall provide venues for various activities during the duration of the Strategic Planning Workshop. Below are the minimum requirements:

- a. Check-in and luggage drop-off counters
 - i. Table set-up for check-in counters, where employees shall drop-off their luggage before proceeding to the function room for the planning session; set-up for check-in and luggage drop-off shall be in the same floor; area where the function room specified in item 2b is located. Before we check-in in the hotel room, we shall start our Strategic Planning Workshop at 8:00



a.m. in the function room of the hotel. Check-in time in hotel room is 03:00 p.m. and check-out time in hotel room is 12:00 nn the next day with continuous use of function room until the 05:00 p.m. (end of the day 2 workshop).

- ii. Service Provider shall set-up at least two (2) check-in counters, each with at least two (2) staff assigned.
- iii. Service Provider shall assist in transferring the luggage of participants to their assigned room once available.
- Room key shall be distributed not later than 03:00 p.m. on the first day of the planning session.

b. Function Room

- i. One guaranteed air-conditioned function room with built-in floor ceiling wall dividers, which can accommodate at least 11 participants, for a meeting set-up for sessions and meals as illustrated below.
- ii. Rest room must be available near the function room.
- iii. A separate table set-up for the facilitator.
- iv. The function room shall provide throughout the event, with whiteboard/flip chart, one (1) side screen LCD projector, PA/audio system including at least (3) cordless microphones and strong/fast Wi-Fi connection.

c. Accommodation

The Service Provider shall provide overnight room accommodation for a minimum of 11 participants with the following requirements:

- i. Guaranteed air-conditioned room with basic hotel room facilities including but not limited to beddings, cable televisions, IDD/NDD phone system, Wi-Fi access, closet, safety vault, refrigerator, mini-bar, coffee and tea making machines, toilet and bath with daily replenishment of bath towels and toiletries for each guest, hot and cold shower, water supply, and complimentary use of hotel facilities, if there is any such as swimming pool and gym.
- ii. The Service Provider shall provide the following type of rooms for 11 participants:
 - a. Junior Suite (Single/ Double) 7 rooms
 - b. Quadruple-sharing Room 1 room

d. Meals

The Service Provider shall provide the following meal requirements for a minimum of 11 participants.

- i. Meal schedule
 - Day 1: AM snack, lunch buffet, PM snack, and dinner buffet



- Day 2: Breakfast buffet, AM snack, lunch buffet, and PM snack
- ii. All meals are inclusive of free-flowing iced tea, juice, or soda.
- Free flowing hot tea, coffee, and drinking water throughout the planning session.
- iv. One-way buffet station set-up.
- Preferred menu is international composed of rice (breakfast either steamed or fried), soup, three (3) viands (two meat dishes and one vegetable dish), and dessert.
- vi. Proposed menu shall be submitted to the Public Information Office as part of the proposal.
- vii. Food tasting shall be conducted upon request of the Public Information Office and the final menu is subject to their approval.

3. Mode of Procurement

The procurement through Lease of Venue shall be undertaken in accordance with Section 53.9 and 53.10 of 2015 Revised Implementing Rules and Regulation (IRR) of Republic Act 9184, otherwise known as the Government Procurement Act.

4. Approved Budget for the Contract

The Service Provider shall bid for all items described in this Terms of Reference, in an amount not exceeding the Approved Budget for the Contract (ABC) amounting to PHP 100 ,000.01 for the accommodation and meals for 11 participants, inclusive of all government taxes and charges.

Evaluation and Selection Criteria (Rating Scheme)

Bid proposals shall evaluated in accordance with the Table of Rating Factors for Lease of Venue provided under Annexes x H Appendix B of the IRR (making use of the following criteria availability and quality of the venue, location and site condition, neighborhood data, quality of food and facilities, and cost). Only service providers with WEIGHTED AVERAGE of NINETY FOUR POINT FIVE (94.5%) shall be included in evaluating their proposal.

6. Documentary Requirements

As prescribed under Annex H appendix A - Documentary Requirements for Alternative Method of Procurement, the WINNING service provider shall submit the following as a condition for the issuance of NOTICE OF AWARD:

- a. Mayor's / Business Permit
- b. PhilGEPS Registration Number
- c. Income / Business Tax Returns
- d. Omnibus Sworn Statement



7. Payment Terms

The payments for the service rendered by the Service Provider shall made within forty-five (45) days upon issuance of the billing statement and the corresponding Certificate of Satisfactory Service by Public Information Office.

Failure to comply with the Terms and Conditions of the contract will result in the payment of corresponding penalties/ liquidated damages in the amount equal to Ten (10%) percent of the Contract Price by the winning service provider.

8. Reservation Clause

The Public Information Office reserves the right to reject any or all quotations/ proposals at any time prior to contract award, to annul the procurement process, and rescind the contract, without thereby incurring any liability to the affected proponents and prejudice to other courses of action and remedies open to it, and to accept only the offer that is most advantageous to the Government.

Submitted, by:

Maria Krisna Parrera-Juangco OIC, Public Information Office