

Republic of the Philippines **DEPARTMENT OF THE INTERIOR AND LOCAL GOVERNMENT**Regional Office I

NOTICE OF AWARD

March 19,2019

MS. VIRGINIA G. BRIOSO Owner Ann-Gie Builders Quezon City, Metro Manila

Dear Ms. Brioso,

We are pleased to inform you that your rate for equipment rental as follows was determined to be the Single Calculated and Responsive Bid (SCRB):

Item/Description	Rate (1 st Day)	Succeeding Days
Drone with Zoom and Camera with extra	Php 5,000.00 / unit	Php 3,000.00 / unit / day
battery and back up (cellphone)		
Laptop (complete set) with gaming	Php 900.00 / unit	Php 750.00 / unit / day
mouse		

You are hereby required to formally enter into contract with us upon receipt of this Notice.

We appreciate your interest in this opportunity and we look forward to your satisfactory performance of your obligation.

Very truly yours,

JAMES F. FADRILAN, CESO III

Regional Director, DILG R1 and Head, Procuring Entity

CONFORME:

MS. VIRGINIA G. BRIOSO Owner Ann-Gie Builders

Know all men by these presents:

This **CONTRACT** is entered into by and between:

ANN-GIE BUILDERS represented by MS. CONSUELO S. BRIOSO, Authorized Representative with business address at Quezon City, Metro Manila, herein referred to as the FIRST PARTY.

-and-

THE DEPARTMENT OF THE INTERIOR AND LOCAL GOVERNMENT REGION 1, represented by DIR. JAMES F. FADRILAN, CESO III, Regional Director, with office address at Sevilla, City of San Fernando, La Union, herein referred to as the SECOND PARTY,

Under the following terms and conditions:

1.) **LIST OF EQUIPMENT.** The **FIRST PARTY** leases to **SECOND PARTY** all equipment named and identified in the following "List of Equipment," for use at such location and at such rental rate for approximately such time as is therein stated. The **FIRST PARTY** shall furnish such equipment, in operative condition.

LIST	List of Equipment							
Equipment Description	Qty/	Location	Rental	Price per	Rental Rate			
Б. 	Unit	of Use	Period	Unit				
Drone with Zoom and Camera Specifications: Sensor -1"CMOS Effective Pixels: 20 million Lens-FOV: about 77 degrees 35 mm Format Equivalent: 28 mm Aperture: f/2.8-f/11 Shooting Range:1m to infinity ISO Range- Video:100-6400 Dimension Folded:214x91x84mm(lwh) Dimension Unfolded: 322x242x84 (lwh) Battery Capacity: 3850 mAh Supported SD Cards up to 128 GB With 128 Micro SD Card	3 units	of Use Region 1	Period Apr to Dec 2019	Unit 83,300.00 -	Drone with zoom and camera, including extra battery and back up(cellphone) P5,000/unit/day (Rent for Day 1),			
With Extra Battery Capacity 3850 mAh	6 pieces			3,234.00	P3,000/unit/day (Rent for succeeding days)			
With Cellphone for Drone Specifications: Processor: 4 Cores (2.3 GHz) RAM: 2 GB Storage: 32 GB up to 128 GB Display: 9.7" (2048x1536) Camera: 8 megapixels With bluetooth, WIFI and cellular	3 units		F	17,640.00				
Laptop with gaming mouse Specifications: CPU: Intel Core i7 2.6 GHz RAM: 16 GB DDR4 Screen Display: 17" full HD 1920x1080 Storage: 128 GB SSD, 1 TB HDD With Bluetooth, WIFI and DVD ROM	2 units			53,900.00	Laptop with gaming mouse P900/unit/day (Rent for Day 1), P750/unit/day (Rent for succeeding days)			

List of Equipment

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- 2.) RENTAL PERIOD. The Rental period shall cover all time consumed in transporting the equipment, including the date of delivery and the date of return. This Rental shall begin <u>April 2019</u> and shall terminate on return in fully working condition to the FIRST PARTY.
- 3.) RENTAL CHARGES. The SECOND PARTY shall pay rental on each article of equipment named in the List of Equipment, at the rate set forth herein.
- 4.) PAYMENT. The rent for any and every item of equipment described in the List of Equipment shall be the amount therein designated and is payable on a *monthly basis* based on the Statement of Account to be submitted by the FIRST PARTY.
- 5.) RISK OF LOSS OR DAMAGE. The SECOND PARTY assumes all risk of loss or damage to the equipment from any cause, and agrees to return it to the FIRST PARTY in the condition received from the FIRST PARTY, with the exception of normal wear and tear. The FIRST PARTY or their appointed agent will determine normal wear and tear. All determinations made by the FIRST PARTY are final. If the equipment is not returned to the FIRST PARTY for any reason, SECOND PARTY shall pay the actual cost of replacing the equipment at the time of replacement.
- 6.) MAINTENANCE AND OPERATION. The SECOND PARTY shall see that the equipment is not subjected to careless, unusually or needlessly rough usage; and SECOND PARTY shall at its own expense maintain the equipment and its appurtenances in good repair and operative condition, and return it in such to FIRST PARTY in the same condition as received. Ordinary and reasonable wear and tear resulting from proper use thereof shall be excluded from the expenses mentioned hereof.
- 7.) REPAIRS. The expense of all repairs made during the Rental Period, including labor, material, parts and other items shall be paid by SECOND PARTY.
- 8.) CARE AND OPERATION OF EQUIPMENT. The equipment may only be used and operated in a careful and proper manner and at the location set forth herein. Its use must comply with all laws, ordinances, and regulations relating to the possession, use, or maintenance of the equipment, including registration and/or licensing requirements, if any. The SECOND PARTY shall assign the subject equipment to a designated employee or unit for its care and maintenance thereof.
- 9.) DISCLAIMER OF WARRANTIES. The FIRST PARTY warrants that the equipment is in good condition and not subject to any lien, encumbrances, attachment or permanent to legal processes. And further warrants that the equipment is its sole ownership.
- 10.) INDEMNITY. The SECOND PARTY shall indemnify the FIRST PARTY, and its agents and employees against, and hold FIRST PARTY and its agents and employees harmless from, any and all claims, actions, suits, proceedings, costs, expenses, damages, and liabilities, including attorney's fees, arising out of, connected with, or resulting from the equipment or the Lease, including without limitation, the manufacture, selection, delivery, leasing, renting, control, possession, use, operation, maintenance or return of the equipment. The SECOND PARTY shall further indemnify the FIRST PARTY, and hold the FIRST PARTY harmless from all loss and damage to the equipment during the rental period. The SECOND PARTY recognizes and agrees that included in this indemnity clause, but not by way of limitation, is SECOND PARTY's assumption of any and all liability for injury: disability and death of workmen and

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other persons caused by the operation, use, control, handling, or transportation of the equipment during the Rental Period.

- 11.) ASSIGNMENT. The SECOND PARTY shall not assign or sublet any interest in this Rental or the equipment or permit the equipment to be used by anyone other than the SECOND PARTY'S employees, without the FIRST PARTY'S prior written consent.
- 12.) ENTIRE AGREEMENT AND MODIFICATION. This contract constitutes the entire agreement between the parties. No modification or amendment of this contract shall be effective unless in writing and signed by both parties.

We hereby bind ourselves to abide with any and all stipulation stated in this Contract and we further affix our signature this March 25,2019 at the City of San Fernando, La Union confirming the validity and acceptance of this agreement.

CONSUELO S. BRIOSO Authorized Representative ANN-GIE BUILDERS

First Party

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WITNESSES:

IAMES F. FADRIL N, CESO III

Regional Director DEPARTMENT OF THE INTERIOF AND LOCAL GOVERNMENT- REGION Second Party SHARWYN M. SANGEL

Chief, PDMU

CERTIFIED FUNDS AVAILABLE:

MERCEDES C. LLANES AO V/ Regional Budget Officer

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)

_____)

BEFORE ME, a Notary Public for and in San Fernando City, this Mar. 25, 2019, personally appeared

JAMES F. FADRILAN, CESO I	II_	TIN: <u>125 539 629</u>
CONSUELO S. BRIOSO		TIN:

known to me as the same persons who executed the foregoing instrument and they further acknowledged to me that the same is their free and voluntary act and deed as well as that of the entities they respectively represent herein.

This agreement consisting of Four (4) pages including this page where this acknowledgement is written, signed by said officials and their instrumental witnesses on each and every page thereof, refers to as **CONTRACT** for the purpose herein set forth.

WITNESS MY OFFICIAL SEAL and SIGNATURE, on the date and place above-written.

Doc. No. 77 16 Page No._ 05 Book No. 201 Series of

APPT ARSENIO CREYES, JR. 2. NOTARY PUBLIC UNTIL DEC. 2020 PTR No. 1345100

TIN NO. 201-719-203 ROLL NO. 57826 IBP NO. 098356

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Republic of the Philippines
DEPARTMENT OF THE INTERIOR AND LOCAL GOVERNMENT
Regional Office I

NOTICE TO PROCEED

March 29, 2019

MS. VIRGINIA G. BRIOSO Owner Ann-Gie Builders Quezon City, Metro Manila

Dear Ms. Brioso,

With the attached **CONTRACT** having been approved, you are hereby notified to provide **equipment for use/support to Locally-Funded Project (LFPs).**

Likewise, you are responsible for performing the required services under the terms and conditions of the Contract, and your submitted quotation/proposal.

Please acknowledge receipt and acceptance of this Notice by signing both copies in the space provided below. Keep one copy and return the other copy to the DILG Regional Office 1, c/o BAC Secretariat, City of San Fernando, La Union.

Very truly yours,

MES F. FADRILAN, CESO III Regional Director, DILG 1 and Head, Procuring Entity

RECEIVED BY:

MS. VIRĞINIA G. BRIOSO Owner Ann-Gie Builders