



Department of Foreign Affairs  
**FOREIGN SERVICE INSTITUTE**

5th Floor, DFA Building, 2330 Roxas Boulevard  
Pasay City 1300, Metro Manila, Philippines  
Website: [www.fsi.gov.ph](http://www.fsi.gov.ph) E-Mail: [info@fsi.gov.ph](mailto:info@fsi.gov.ph)

**Notice of Award**

5 January 2012

Dear Sir:

We would like to notify you that your bid dated 8 December 2011 for the Foreign Service Institute's rental of fifty (50) units of computers for the period 01 February 2012 to 31 January 2013, with a Contract Price equivalent to Nine Hundred Forty-Eight Thousand Pesos (P948,000.00), is hereby accepted.

You are hereby required to provide within ten (10) days the Performance Security in the form and amount stipulated in the Instructions to Bidders. Failure to provide the performance security shall constitute sufficient ground for cancellation of the award and forfeiture of the bid security.

Very truly yours,

A handwritten signature in black ink, appearing to read "Laura Q. Del Rosario".

**LAURA Q. DEL ROSARIO**  
Director

Mr Ricardo M Joson  
President and Chairman of the Board  
ISSI Information Technologies, Inc.  
31B Speaker Perez Street,  
Brgy. Sta. Teresita, Quezon City

Conforme:

A handwritten signature in black ink, appearing to read "Ricardo M. Joson".

RICARDO M. JOSON

Date 02-01-2012

**RENTAL CONTRACT**

This agreement of Rental of Equipment made and entered into by and between.

**ISSI INFORMATION TECHNOLOGIES, INC.**


with business address at # 31B Speaker Perez St., Brgy. Sta. Teresita, Quezon City hereinafter referred to as "ISSI INFORMATION TECHNOLOGIES, INC (ISSITECH)." and represented in this agreement by MR. RICARDO M. JOSON hereinafter referred to as the "LESSOR."

**AND**


**FOREIGN SERVICE INSTITUTE**

A Government entity with office address at, 5<sup>th</sup> Floor DFA Building, 2330 Roxas Boulevard, Pasay City 1300 Metro Manila, represented in this act by MS. LAURA Q DEL ROSARIO hereinafter referred to as the "LESSEE".

**WITNESSETH**

 That for and in consideration of the mutual covenant conditions herein contained goods and valuable considerations; the parties hereto mutually agree this 1<sup>st</sup> day of February, 2012

The following equipment (s) shall be subjected to the terms and conditions of the **ISSITECH** Rental Agreement.



| Qty     | # of month | Description  | rate per mo        | Total        |
|---------|------------|--|--------------------|--------------|
| 46Units | 12months   | <b>Intel Dual Core Processor</b><br>Specifications<br><b>Asus Motherboard</b><br>SPP/EPP/ECP Parallel Ports, Serial Ports, USB Ports<br>On board audio, video, 10/100 LAN<br><b>2GB DDR2 RAM Memory</b><br><b>250GB SATA Hard Disk Drive</b><br><b>1.44MB Floppy Disk Drive</b><br><b>ASUS / SAMSUNG/SONY DVD Writer Drive</b><br><b>ATX Case w/500watts power supply</b><br><b>PS/2 keyboard and PS/2 mouse w/ pad</b><br><b>Black 15.6" LCD Monitor</b><br><b>500VA UPS and Headset</b><br><b>With pre installed Win XP and MS Office 2007</b> | P 1,500.00/mo/unit | P 828,000.00 |
| 4units  | 12months   | <b>Intel Core i3 530 Processor</b><br>Specifications:<br><b>Intel H55PJ Motherboard</b><br>On board audio, video, Gigabit LAN<br><b>2GB DDR3 RAM Memory</b><br><b>250GB Seagate SATA Hard Disk Drive</b><br><b>Floppy Disk Drive</b><br><b>256MB 64bit PCI-E Video card</b><br><b>Samsung/Sony 22x DVD Writer Drive</b><br><b>ATX Case w/500watts power supply</b><br><b>PS/2 keyboard and PS/2 Optical mouse</b><br><b>500VA UPS and headset</b><br><b>17" / 18.5" LCD Monitor</b><br><b>With pre installed Win XP and MS Office 2007</b>       | P 2,500.00/mo/unit | P 120,000.00 |

NOTE: ALL PRICES QUOTATED ARE VAT INCLUSIVE

**Total Rental Fees**

**P 948,000.00**

### TERMS AND CONDITIONS

1. The items above shall be rented for a period of Twelve (12) Months starting February 1, 2012. Written notice of an extension of contract shall be made at least seven days before the contract expires.
2. Full amount of the total Rental Price per month shall be paid on the stated processing date submitted during the bidding.
3. The units shall not be taken apart or opened. Only authorized personnel from ISSITECH shall have the right to pullout the units from the Client.
4. No part of the units shall be tampered with including their components, IC's and circuits.
5. No part of the unit shall be serviced by another company without the written permission of the lessor.
6. No physical part of the units shall be brought out of the premises where the units were delivered without the knowledge of the Lessor.
7. Units are provided with full warranty on spare part and labor due to units/system malfunction and not due to operator error or mishandling.
8. Units rented are provided with four 4 hours response time onsite service support during the rental period.

*Jan*

9. All damages or loss on rented units due to the fault of the LESSEE shall be paid by the LESSEE.
10. If any term/s or condition/s of this agreement is held invalid or contradictory to the law, the validity of the other terms and conditions shall not be affected thereby.
11. In case of breach of contract of the above agreement, the LESSOR shall have the right to withhold in part or in whole, the payment that was made by the LESSEE, and this payment will serve as weekly rental fee, non-refundable from the LESSOR.
12. Lessee shall be liable to LESSOR in case of loss due to theft, including confiscation by government authorities on account of illegally installed software products, damages due to fire or other causes attributable to LESSEE or its employees, clients or agents of the leased equipment. In the event of loss under any of and/or related foregoing causes, LESSEE shall pay the LESSOR the amount equivalent Twenty Five Thousand Pesos (P 25,000.00) for each machine.
13. LESSEE shall allow any authorized representative of LESSOR to enter its premises during business hours for the purpose of inspecting, maintaining, replacing and or repairing the equipment under lease.
14. LESSEE shall, in all cases, hold LESSOR and its equipment subject of this lease free and harmless from unlawful claim, charges, demand, including but not limited to attachments writs and/or foreclosures, and in the event any of these occur at the time of lease, LESSEE obligates itself to have said writ lifted at its own expense and or cause the release of the leased equipment and deliver possession of the same to the LESSOR in their actual condition save from ordinary wear and tear.
15. LESSEE is liable to LESSOR for whatever damages that the latter may incur by reason of unlawful attachments, seizure, sale and/or any form of dispossession of the leased equipment including loss of earning opportunity during the period of dispossession.

Signed this 1<sup>st</sup> day of February at Quezon City , Philippines.

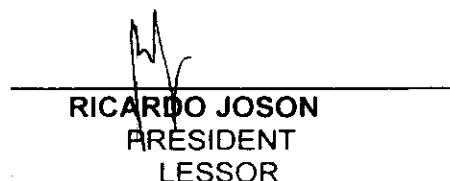
**FOREIGN SERVICE INSTITUTE**

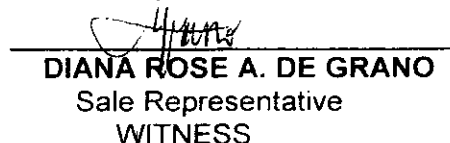
**ISSI INFORMATION  
TECHNOLOGIES, INC (ISSITECH)**



\_\_\_\_\_  
**MS.LAURA Q. DEL ROSARIO**  
 DIRECTOR  
 LESSEE

  
 \_\_\_\_\_  
 WITNESS

  
 \_\_\_\_\_  
**RICARDO JOSON**  
 PRESIDENT  
 LESSOR

  
 \_\_\_\_\_  
**DIANA ROSE A. DE GRANO**  
 Sale Representative  
 WITNESS

**ACKNOWLEDGEMENT**

REPUBLIC OF THE PHILIPPINES)  
Quezon City ) S.S  
~~PASAY CITY~~

BEFORE ME, a notary public for and in Pasay City personally appeared

Name Passport No./SSS No./Drivers License

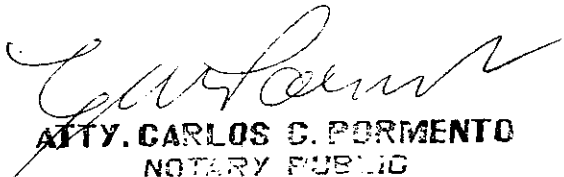
**LAURA Q. DEL ROSARIO**  
**RICARDO M. JOSON**

**DP0006698**  
**EB1952438**

Known to me to be same persons who executed the foregoing Contract of Lease consisting of a total of 4 pages, including this page on which this acknowledgement is written, and they acknowledged to me that same is their free and voluntary act and deed.

WITNESS MY HAND AND SEAL ON THE DATE AND PLACE FIRST ABOVE WRITTEN.

Doc No. 164  
Page No. 74  
Book No. 5  
Series of 2012

  
**ATTY. CARLOS C. PORMENTO**  
NOTARY PUBLIC  
UNTIL DECEMBER 31, 2013  
PTR NO. 2521317 1-2-12 PASAY CITY  
IBP NO. 849262 1-2-12 PASAY CITY  
ROLL NO. 30650



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**Notice of Award**

27 January 2012

Dear Sir:

We would like to notify you that your bid dated 11 January 2012 for the Foreign Service Institute's rental of one (1) unit of copying machine for the period 01 February 2012 to 31 January 2013, with a Contract Price equivalent to Three Hundred Thousand Pesos (P300,000.00), is hereby accepted.

You are hereby required to provide within ten (10) days the Performance Security in the form and amount stipulated in the Instructions to Bidders. Failure to provide the performance security shall constitute sufficient ground for cancellation of the award and forfeiture of the bid security.

Furthermore, you are required to submit within five (5) calendar days after receipt of the notice, the name of the Key Operator and his/her bio data to the Administrative and Financial Services Division and to proceed with the delivery of the new machine intended for this contract.

Very truly yours,

**LAURA Q. DEL ROSARIO**  
Director

Mr. Romeo A. Bautista  
Vice President for Operations  
Functional, Inc.  
814 J.P. Rizal Street  
Makati City

Conforme:



ROMEO A. BAUTISTA

Date \_\_\_\_\_

# FUNCTIONAL INC.

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AGREEMENT NO. 08-2012

## RENTAL AGREEMENT

Between **FUNCTIONAL INC.** whose registered office at 814 J.P. Rizal St., Makati City, Metro Manila hereinafter referred as OWNER which expression shall where the context so admits includes successors in title and assigns;

-and-

**FOREIGN SERVICE INSTITUTE** whose registered office is at 5/F DFA Building, 2330 Roxas Boulevard, Pasay City hereinafter referred to as HIRER. FUNCTIONAL lets and the HIRER takes on hire the copier indicated underneath by the model and serial numbers upon the terms and conditions as printed on the reverse side of this agreement.

### SCHEDULE

|                                   |   |  |
|-----------------------------------|---|--|
| INVOICING ADDRESS                 | : | 5/f DFA Building, 2330 Roxas Boulevard, Pasay City   |
| CONTRACT PERIOD<br>(DURATION)     | : | Twelve (12) Months<br>February 1, 2012 to January 31, 2013   |
| RENEWAL PERIOD                    | : | Twelve (12) Months   |
| MONTHLY MINIMUM RENT              | : | P 25,000.00 (PESOS: TWENTY FIVE THOUSAND)  |
| MONTHLY MINIMUM VOLUME:           | : | Fifty Thousand (50,000) copies   |
| PRICE PER PRINT/COPY              | : | P 0.50 / copy VAT Included<br>Spoilage of 1% of the Volume   |
| INCLUSIONS                        | : | a. consumables<br>b. spare parts<br>c. service maintenance<br>d. machine insurance<br>e. operator's salary |
| EXCLUSION                         | : | Copy Paper   |
| SERVICE SUPPORT<br>(Key Operator) | : | One (1) Key Operator at five (5) days a week (8 hours a day)   |
| MACHINE TYPE                      | : | OCE PLAIN PAPER COPIER / PRINTER   |
| NUMBER OF UNIT                    | : | One (1) unit   |
| MODEL                             | : | 1 unit OCE-3165  |
| INSTALLATION COST                 | : | WAIVED   |
| PAYMENT                           | : | FIFTEEN (15) DAYS AFTER RECEIPT OF INVOICE   |

14. After the termination of this Agreement the Hirer shall pay to FUNCTIONAL INC. immediately upon demand all outstanding monthly rentals calculated up to the date of actual recovery of the copier by FUNCTIONAL INC.

15. Any notice given by either party to the other under this Agreement shall be effective if sent by registered letter to the address of that party mentioned in his Agreement (or such other address as may be notified in writing from time to time) and shall take effect as from the date of posting.

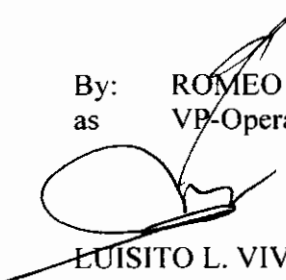
IN WITNESS WHEREOF, we have hereunto set our hands this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_ at Makati City, Metro-Manila, Philippines.

FUNCTIONAL INC.  
OWNER


By: ROMEO A. BAUTISTA  
as VP-Operations


FOREIGN SERVICE INSTITUTE  
HIRER

By: LAURA Q. DEL ROSARIO  
as Director

  
LUISITO L. VIVAR  
(Print Full Name)

SIGNED IN THE PRESENCE OF:

  
CARMELITA S. MARASIGAN  
(Print Full Name)

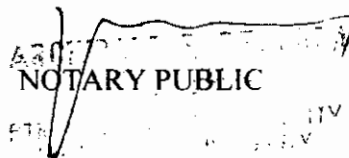
  
CHARLENE A. SANTILLAN  
(Print Full Name)

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES  
PROVINCE OF \_\_\_\_\_  
MUNICIPALITY OF \_\_\_\_\_

Before me this, MAR 4 2012 day of \_\_\_\_\_, 20\_\_\_\_\_ in the Municipality of \_\_\_\_\_ province of \_\_\_\_\_ Philippines, personally appeared Romeo A. Bautista with Driver's License No. N10-70-029907 issued at Pasig City to expire on November 12, 2013 in his capacity as VP-Operations of FUNCTIONAL INC. Corp. Community Tax Cert. No. 00175856 issued at Makati City on January 11, 2012 and LAURA Q. DEL ROSARIO with Community Tax Cert. No. PASSPORT NO. DP 000 6698 issued at \_\_\_\_\_ on \_\_\_\_\_ in his/her capacity as \_\_\_\_\_ of FOREIGN SERVICE INSTITUTE with Corp. Community Tax Cert. No. \_\_\_\_\_ issued at \_\_\_\_\_ on \_\_\_\_\_.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day, year and place abovementioned.

  
NOTARY PUBLIC

PTR No. \_\_\_\_\_ issued at \_\_\_\_\_ on \_\_\_\_\_

Doc No. 7  
Book No. 2  
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