



REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS
OFFICE OF THE SECRETARY
MANILA

097-13 DPWH
8-8-88

July 8, 1988

DEPARTMENT ORDER)

SUBJECT: LEASE OF DPWH EQUIPMENT
ON JOB-ORDER BASIS

NO. **61** *m*

Series of 1988 *8/5*

To facilitate the short-term lease of equipment to DPWH private contractors without the need for a surety bond, effective henceforth, the Regional Director concerned is hereby authorized to approve the covering Equipment Job Order Lease Contract (EJOLC); sample form attached, subject to the following conditions:

1. Only under any of the following circumstances may equipment be leased under the EJOLC:
 - a) Cases emergency in nature, involving danger to life and property.
 - b) Meritorious cases wherein the equipment being requested for lease is not offered by the private sector and the intended use will redound to the benefit of the country's economy.
 - c) That the Contractor's minimum equipment requirement as per approved prequalification documents is/are available at the project site and that the equipment under request will be used to accelerate implementation of the government project.
2. That the Regional Director concerned shall certify on the face of the EJOLC that the subject equipment is dispensable with any of the administration projects within his region.
3. Only a maximum lease period of fifteen (15) straight (continuous) calendar days shall be allowed. Renewal of lease beyond fifteen (15) days may be authorized only after a lapse of at least forty five (45) calendar days from the date of return thereof. Only one (1) renewal may be allowed.

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In case of a lease agreement of less than fifteen (15) straight calendar days, the same may be extended, but in no case shall the extended period exceed the maximum lease period of fifteen (15) days and provided that the lessee shall pay in advance the corresponding additional rental, to

include such amounts as stipulated in Condition No. 5, infra.

4. Only authorized DPWH personnel shall be allowed to operate subject equipment and its safety and security shall be the responsibility of the Regional Equipment Engineer concerned including its withdrawal upon the termination of the lease period.
5. Rental payment corresponding to the intended lease period shall be paid in advance and shall include the wages, per diems, and the usual travelling allowances of the operator, helper and security personnel assigned to the unit and cost of transporting the equipment to and from the project site which are all for the account of the lessee.
6. Advance payment shall be treated as outright rental payment and no refund or rebate shall be made, regardless of whether the equipment is returned on or before due date.

Accordingly, the corresponding official receipt should be issued to the payment and same should be remitted to the Bureau of Treasury pursuant to existing regulations.

7. A representative of the Regional Equipment Engineer or Area Equipment Engineer should conduct periodic inspection of the equipment rented out for verifying accuracy of daily log sheet data prepared by the operator/driver of the equipment and the utilization and maintenance report. Said representative shall submit his report, copy furnished the RES Auditor.
8. The Director of Equipment shall be immediately advised by telegram of such leases.

Copies of all EJOLC should be furnished the Bureau of Equipment for their records, information and guidance.

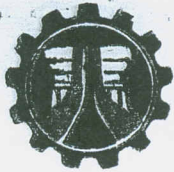
Any violation hereof shall be dealt with accordingly.

Previous memorandum insofar as inconsistent herewith is hereby revoked or suspended.


J. NERY FERRER
Secretary

 Copy Furnished:
RES Auditors


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REPUBLIC OF THE PHILIPPINES
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MANILA

EQUIPMENT JOB-ORDER LEASE CONTRACT
(EJOLC)

This AGREEMENT, made and entered into, this _____th day of _____, 19____, in _____, Philippines, by and between:

The Republic of the Philippines, Department of Public Works and Highways, represented on this Agreement by the _____, _____, hereinafter referred to as LESSOR;

_____, represented by _____, of legal age, with residence and postal address at _____, Philippines, hereinafter referred to as the LESSEE;

WITNESSETH THAT

WHEREAS, the LESSOR is the owner of that certain equipment, hereinafter more particularly described and specified, which is/are available for rent, under certain conditions;

WHEREAS, the LESSEE is a duly qualified party, desirous of leasing said equipment on a fully operated basis;

NOW, THEREFORE, for and in consideration of the foregoing premises, and of the mutual covenants and stipulation hereinafter set forth, the LESSOR, by these presents, demises and leases unto the LESSEE, the equipment, hereunder specified, to wit:

(List of Equipment, Subject Matter on this Agreement)

<u>D E S C R I P T I O N</u>	<u>Unit</u> <u>Replacement Cost</u>	<u>Daily</u> <u>Unit Rental</u>
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This Agreement on job-order basis shall be subject to the following specific conditions mutually agreed upon by the parties to this AGREEMENT:

(1) That the LESSEE hereby agrees to use this/these equipment exclusively for the prosecution of:

(State Name of Project)

(L o c a t i o n)

(2) That the LESSOR retains custody and control of the equipment and furnishes the following lubricant, operators, servicemen, mechanics, repair parts, equipment during the entire period of lease. Fuel shall be furnished by LESSEE;

(3) That the LESSEE shall be required to pay in advance an amount equal to the estimated amount that the LESSEE will be charged to cover the following items (a to c) for a period of -----.

- a) Straight daily rental as per current Revised Administrative Code, rates covering the entire lease period.
- b) Operator's wages, travelling expenses and overtime pay, payment of vacation and sick leaves, earned during the period of operation with compensation due the operator under the Workmen's Compensation and other pertinent acts.
- c) Cost of transporting the equipment to and from the project site shall be paid by the LESSEE. However, if the equipment can travel on its own power, the cost of such travel should be charged against the deposit.

(4) Advance payment under condition No. 3 shall be treated as outright rental payment and no refund or rebate shall be made, regardless of whether the equipment is returned on or before due date.

(5) Rental time commences from the date the equipment leaves the issuing office and terminates on the date it is returned to the issuing office.

32 (6) Use of more than eight (8) hours per day shall be considered overtime and rental will be charged in multiples and one (1) hour for each hour of overtime of portion thereof.

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(7) That, the equipment subject to recall at anytime during the authorized period when public interest so demands.

(8) That, the LESSEE will save the LESSOR and all of LESSOR'S employees harmless from all liability for lawsuits civil and criminal arising from damage done to any person or property by reason of the use, transportation or storage done of this equipment during the period of his lease, except in cases, wherein it can be definitely proven that such damage was due to the fault of the LESSOR's personnel.

(9) This Contract shall expire after fifteen (15) calendar days from the date the equipment leaves the issuing office or upon return to the issuing office, whichever is earlier.

IN WITNESS WHEREOF, the parties have hereunto affixed their signature this _____ day of _____, at _____, Philippines.

SIGNED IN THE PRESENCE OF:

REPUBLIC OF THE PHILIPPINES
(Lessor)

By:

Regional Eqpt. Engineer

By:

(Lessee)

A P P R O V E D :

(Name)

Regional Director

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