

**AGREEMENT FOR THE LEASE OF MOTOR VEHICLES
OF THE DEPARTMENT OF FOREIGN AFFAIRS
FROM JUNE TO DECEMBER 2023**

KNOW ALL MEN BY THESE PRESENTS:

This Agreement for the Department of Foreign Affairs' Lease of Motor Vehicles for the period 01 June to 31 December 2023, (hereinafter, the AGREEMENT), entered into in Pasay City, Philippines, on 01 JUN 2023, between the:

DEPARTMENT OF FOREIGN AFFAIRS (hereinafter, the PROCURING ENTITY), with principal office address at 2330 Roxas Blvd., Pasay City, 1300 Metro Manila, represented by its Undersecretary for Administration and Head of the Procuring Entity (HoPE) **ANTONIO A. MORALES**,

and

A&W TOURS EN TRANSPORT CORPORATION (hereinafter, the CONTRACTOR), a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, as evidenced by the submitted Securities and Exchange Commission (SEC) Company Registration No. CS201734473 dated 11 October 2017 (ANNEX "A"), with principal office address at No. 1729 Concepcion Bldg., Dian St., Barangay Palanan, Makati City, NCR, represented by **WILBERT P. CARDIÑO**, President and CEO who is duly authorized to enter into this Agreement pursuant to the Secretary's Certificate dated 15 February 2022, a copy of this is attached as ANNEX "B", and made an integral part of this SUPPLEMENTAL AGREEMENT.

WITNESSETH:

WHEREAS, the PROCURING ENTITY invited Bids for Forty-Three (43) units of Motor Vehicles for the Department of Foreign Affairs for 01 June to 31 December 2023, and has accepted a bid by the CONTRACTOR in the sum of **Twenty-One Million Five Hundred Thirty-Nine Thousand Pesos (PhP21,539,000.00)** only (hereinafter, the Contract Price), inclusive of all applicable taxes (VAT) and other lawful charges;

WHEREAS, this AGREEMENT, undertaken pursuant to BAC Resolution No. CPM-PB-21-2023 dated 30 May 2023 (ANNEX "C"), and Notice of Award (ANNEX "D"), complies with the applicable provision of Republic Act No. 9184 and its Implementing Rules and Regulations.

WHEREAS, this AGREEMENT shall be governed also by the following provisions:

On Indemnity

1. The PROCURING ENTITY shall not, in any way, be liable or responsible for any personal injury or damages, including death caused by any of the employees of the CONTRACTOR during the performance of their duties at the DFA Premises. The CONTRACTOR binds itself to indemnify the PROCURING ENTITY for whatever injuries or damages caused by the neglectful act or omission of the CONTRACTOR's employees arising out of, in connection with, or on the occasion of the performance of this AGREEMENT.

2. The CONTRACTOR shall hold the PROCURING ENTITY free and harmless from whatever suit and hereby binds and obligates itself to indemnify the PROCURING ENTITY of any and all liabilities, losses, damages, judgment, awards, fines, penalties, and all expenses, legal or otherwise, of whatever kind and nature, arising from and by reason of this AGREEMENT, due to the fault, neglectful act or omission, delay, conduct, non-observance or violation of this AGREEMENT by the CONTRACTOR

On no employer-employee relationship

It is understood that there exists no employer-employee relationship between the PROCURING ENTITY and the CONTRACTOR and their respective officers, employees and representatives.

On Confidentiality of Information

Each Party undertakes not to divulge at any time to any third person any confidential information relating to the other, except upon prior written consent of the other or where required under the law or regulation or by a valid order of a court or other governmental authority of competent jurisdiction.

On Third Party Contracts

Any other contract or agreement entered into by the CONTRACTOR and a third party for the implementation of this AGREEMENT, shall be exclusively between such parties, to the exclusion of the PROCURING ENTITY. The CONTRACTOR warrants that it shall hold free and harmless the PROCURING ENTITY from any and all such suits, and in no event shall it be held liable to such third parties for any special, incidental, indirect, consequential or punitive damages relating to the conduct or completion of the project.

On Amendment of the terms and conditions

No amendment or modification of any of the terms and conditions of this AGREEMENT shall be valid unless evidenced by a written agreement executed by the authorized representatives of both PARTIES.

On Severability of some provisions of the Agreement

If any part of this AGREEMENT is declared unenforceable or void, the rest of the AGREEMENT shall nevertheless remain in full force and effect.

On successors and assigns

This AGREEMENT shall be binding upon the parties' respective successors or assigns.

On governing law

This AGREEMENT shall be governed, construed, and enforced in accordance with Philippine laws, rules and regulations.

On Waiver of Rights

No failure, omission or delay of any of the PARTIES in exercising any of its right, privileges and remedies hereunder shall operate as a waiver thereof. No waiver or departure from the terms of this AGREEMENT shall be valid unless made in writing and signed by the Party's authorized representative. Such waiver shall be effective only in the specific instance and for the purpose for which it is given.

On Dispute Resolution, Governing Law and Venue of Action

The PARTIES shall exert their best effort/s to amicably resolve and settle in good faith any dispute arising out of or in relation to this AGREEMENT through negotiations. In the event that an amicable settlement cannot be reached within sixty (60) days from the date on which either Party has served written notice thereof on the other party, the PARTIES agree to settle the matter with finality by submitting the same for arbitration in accordance with the Philippine Dispute Resolution Center, Inc.'s (PDRCI) rules and regulations, and shall be governed by Philippine law. The arbitration proceedings, including all records, documents, pleadings, orders and judgments filed or rendered in pursuant thereto, shall be kept confidential and shall be in the English language. Nothing in this AGREEMENT shall prevent the PARTIES from applying to a Philippine court of a competent jurisdiction for provisional or interim measures or injunctive relief as may be necessary to safeguard the property or rights, as may be the subject matter of the dispute. The seat and venue of arbitration and/or court proceedings shall be in Pasay City, Metro Manila, Philippines to the exclusion of all other venues.

On the Entire Agreement

Both PARTIES acknowledge that this AGREEMENT and its Annexes constitute the entire agreement between them and shall completely supersede all other prior understandings, previous communications or contracts, oral or written, between the PARTIES relating to the subject matter hereof.

NOW, THEREFORE, for and in consideration of the foregoing premises, the PARTIES agree as follows:

1. The following documents are attached and made integral parts of this AGREEMENT:

ANNEX A – Securities and Exchange Commission (SEC) Company Registration No. CS201734473

ANNEX B – Board/Secretary's Certificate

ANNEX C – BAC Resolution No. CPM-PB-21-2023

ANNEX D – Notice of Award

ANNEX E – Bid Form

ANNEX F – Certificate of Availability of Funds

ANNEX G – Terms of Reference/Technical Specifications

ANNEX H – Performance Bond/Security

2. The CONTRACTOR shall deliver the services to the PROCURING ENTITY within the period stated in AGREEMENT.
3. For and in consideration of the delivery of the goods and services, the PROCURING ENTITY shall pay the CONTRACTOR the Contract Price. The terms of payment shall be made in accordance with the Terms of Reference (ANNEX "G").

IN WITNESS WHEREOF, the PARTIES through their authorized representatives hereto have signed this AGREEMENT on _____, in Pasay City, Metro Manila.

For the Procuring Entity:


DEPARTMENT OF FOREIGN AFFAIRS


ANTONIO A. MORALES

Undersecretary for Administration
and Head of the Procuring Entity

For the Contractor:

A&W TOURS EN TRANSPORT
CORPORATION


WILBERT P. CARDIÑO
President and CEO

WITNESSES


JOVY V. FERRER

Acting Chief Accountant, DFA


ANNABELVIC N. NOBLEZA

Corporate Secretary, A&W Tours
En Transport Corporation

ACKNOWLEDGEMENT

Republic of the Philippines }
Pasay City } S.S.

BEFORE ME, a Notary Public for and in the City of Pasay, Philippines, on this 01 JUN 2023, personally appeared **The Honorable ANTONIO A. MORALES**, Undersecretary for Administration and Head of the Procuring Entity (HOPE) and **MR. WILBERT P. CARDIÑO**, President and CEO of A&W Tours En Transport Corporation, known to me to be the same persons who executed the foregoing **AGREEMENT FOR THE LEASE OF MOTOR VEHICLES OF THE DEPARTMENT OF FOREIGN AFFAIRS FROM 01 JUNE TO 31 DECEMBER 2023** which instrument consists of _____ pages including the page on which this acknowledgement is written and the Annexes attached thereto, all pages of which have been signed by said PARTIES and their witnesses, and who acknowledge to me that the same is their free and voluntary act and deed and of the entities they represent.

The Philippine Passport/Philippine government-issued ID of the Parties exhibited to me, the same bearing:

NAME	Philippine Government-issued ID	Place of Issue	Date of Issue
ANTONIO A. MORALES	Philippine Passport D0009237A	DFA Manila	07 December 2021
WILBERT P. CARDIÑO	Philippine Passport P6818727B	DFA Manila	17 May 2021

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal on the day, year and in the place above written.

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Book No. XXXV
Series of 2023.

~~ATTY. IMELDA A. PANIS~~
~~NOTARY PUBLIC~~
NOTARY PUBLIC DEC. 31 2023
NTR NO. 1032945 ANN. 4, 2023
IBP LIFETIME MEMBER NO. 03365 ROLL NO. 52214
MCLEND. VI-D02765 NOV. 11, 2021 UNTIL 2023
COMMISSION NO. 2019-082
1091 N. LOPEZ ST. ERMITA, MANILA
09272774505