

**AGREEMENT FOR THE LEASE OF MOTOR VEHICLES
FOR THE DEPARTMENT OF FOREIGN AFFAIRS
FROM JUNE TO DECEMBER 2024**

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 2024 (hereinafter, the AGREEMENT), entered into in Pasay City, Philippines, on 30 MAY 2024, 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 AGREEMENT.

WITNESSETH:

WHEREAS, the PROCURING ENTITY invited Bids for Forty-Four (44) units of Motor Vehicles for the Department of Foreign Affairs for 01 June to 31 December 2024, and has accepted a bid by the CONTRACTOR in the sum of **Twenty-Two Million One Hundred Twenty Thousand Pesos (PhP22,120,000.00)** only (hereinafter, the Contract Price), inclusive of all applicable taxes (VAT) and other lawful charges;

WHEREAS, this AGREEMENT, undertaken pursuant to BAC Resolution No. EBB-PB-03-2024 dated 30 May 2024 (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 No Employer-Employee Relationship

This Contract does not establish any employer-employee relationship between the Procuring Entity, the Supplier, being an independent supplier, and the latter's employees, agents, representatives, or subcontractors.

On Liability of the Service Contractor

The Contractor's liability under this Contract shall be as provided by the laws of the Republic of the Philippines. If the Contractor is a joint venture, all partners to the joint venture shall be jointly and severally liable to the Procuring Entity.



On Indemnity

The Contractor shall hold the Procuring Entity free and harmless from, and hereby binds and obligates itself to indemnify the Procuring Entity for, any and all liabilities, losses, damages, injuries including death, claims, demands, suits, proceedings, judgments, awards, fines, penalties, and all expenses, legal or otherwise, of whatever kind and nature arising from and by reason of this Contract, due to the fault, negligence, act, omission, delays, conduct, breach of trust, or non-observance or violation of any provision of this Contract by the Supplier and/or of its employees, agents, representatives, or sub-contractor.

On Confidentiality

Except as required by law or pursuant to prior written consent, the Contractor agrees to keep confidential and not disclose any information or document of the Procuring Entity or which the Procuring Entity designated the information as confidential. The Contractor shall take all reasonable steps to ensure its employees, contractors, agents and advisers comply with this clause. This clause shall survive the termination of this Contract.

On Force Majeure

The Procuring Entity and the Contractor shall not be liable in any way whatsoever for delays or failure in the performance resulting from acts beyond their reasonable control, which may not be overcome by due diligence. Such acts shall include but not be limited to acts of God, strikes, lock outs, labor disputes, material shortages, riots, war, government regulation imposed after the fact, flood, fire, earthquake, power outages or other such natural disasters. The obligations of the Procuring Entity and the Contractor insofar as they are affected by such occurrence, shall be suspended during the continuance of any inability so caused, and such inability shall not be a breach of this Contract.

On Data Privacy Act

The Contractor and its personnel are required to observe the provisions of Republic Act no. 10173 or the Data Privacy Act of 2012 in handling information obtained from the DFA. In addition, the Supplier and its personnel shall be responsible for the destruction of all the data secured from the Procuring Entity after the termination of this Contract.



On Assignees and Successors

This Contract shall be binding upon and inure to the benefit of the Parties hereto and their assignees and successors-in-interest, provided, however, that the Contractor shall not assign or transfer any or all of its rights and obligations herein to any third party without the prior written consent of the Procuring Entity.

On Third Party Contracts

Any other contract or agreement entered into by the Contractor and a third party for the implementation of this Contract, 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 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 Contract 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 and Venue of Action

The Parties shall exert their best efforts to amicably resolve and settle in good faith any dispute arising out of or in relation to this Contract through negotiations.

In the event that an amicable settlement cannot be achieved within thirty (30) days from the date on which either Party has served written notice thereof on the other Party, the Parties agree to settle the matter by submitting the same for arbitration in accordance with the Philippine Dispute Resolution Center, Inc.'s (PDRCI) rules and regulations. The arbitration proceedings, including all records, documents, pleadings, orders and judgments filed or rendered in pursuant thereto, shall be kept confidential. The seat and venue of arbitration shall be Pasay City, Metro Manila, Philippines.

Nothing in this Agreement shall prevent the parties from filing the appropriate case before a Philippine court of competent jurisdiction, which shall be Pasay City, Metro Manila, to the exclusion of other courts.

On Amendment

Any amendment of the Contract shall be mutually agreed upon by the Parties in writing.

Should the Procuring Entity require, amendments to the Contract shall be subject to a written agreement of the Parties and in accordance with existing procurement laws and government accounting and auditing rules and regulations.

On Separability Clause

The invalidity in whole or in part of any clause in these terms and conditions shall not affect the validity of the remainder of such clause of these terms and conditions.

If any term or condition of this Contract is declared invalid or contrary to law, the other terms or conditions that are not covered by such declaration shall remain valid and binding. The Parties shall amend the term or condition declared invalid or contrary to law, to conform to the subject and objective thereof.

On Governing Law

The validity and interpretation of the terms and conditions of this Contract shall be governed by and construed in accordance with the laws of the Philippines.

On Entire Agreement

Both Parties acknowledge that this Contract 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. EBB-PB-03-2024
- 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”).

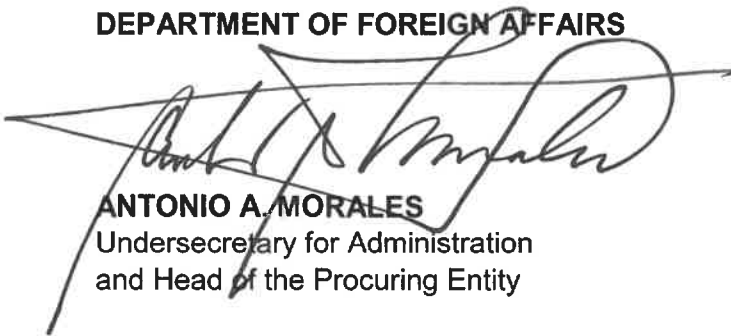
IN WITNESS WHEREOF, the PARTIES through their authorized representatives hereto have signed this AGREEMENT on 30 MAY 2024, in Pasay City, Metro Manila.

For the Procuring Entity:

For the Contractor:

DEPARTMENT OF FOREIGN AFFAIRS

A&W TOURS EN TRANSPORT CORPORATION



ANTONIO A. MORALES
Undersecretary for Administration
and Head of the Procuring Entity




WILBERT P. CARDIÑO
President and CEO

WITNESSES



MINDARADAT R. MAMAD
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 30 MAY 2024, 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 2024** 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. J
Series of 2024.

NOTARY PUBLIC
ATTY. GARY CAMILAN AURE
NOTARY PUBLIC CITY OF MANILA
ROLL NO. 60777 IBP LIFETIME NO.14599/02/02/2016, PASIG CITY
PTR NO. 1527767-01/02/2024
COMMISSION NO. 2023-018-01/01/2023 UNTIL DEC. 31, 2024
MCLE NO. VII-0001648-10/20/2019 VALID UNTIL APRIL 14, 2025, P.C.
OFFICE, BURGUNDY TRANSPACIFIC-PLACE TAFT AVE., MALATE MLA.

