



PROJECT: Rental of Shuttle Service

CONTRACT NO.: 2021-AdmS2(013)-BI-CB-024-098

CONTRACT AGREEMENT

THIS AGREEMENT made and entered into this 15th day of December 2021 by and between **DEPARTMENT OF EDUCATION**, located at DepEd Complex, Meralco Avenue, Pasig City, Philippines, represented herein by its Secretary, **LEONOR MAGTOLIS BRIONES**, as per Department Order No. 023, s. 2021 (hereinafter referred to as "DEPED"); and **CIRCLE TRANSPORT CORPORATION** represented herein by its authorized representative, **EDNA C. MAMUYAC**, with office address at 60 Aurora Blvd., Cor. G. Reyes, San Juan City, Metro Manila, Philippines (hereinafter referred to as "CIRCLE TRANSPORT CORP.").

DEPED and **CIRCLE TRANSPORT CORP.** are collectively called "**PARTIES.**"

WHEREAS, **DEPED** invited bids for the Rental of Shuttle Service and received a lone bid from **CIRCLE TRANSPORT CORP.**; **DEPED** opened, read, and evaluated the bid of **CIRCLE TRANSPORT CORP.** and declared **CIRCLE TRANSPORT CORP.** as having the single calculated bid for the above-captioned project; after evaluation, **DEPED** post-qualified and declared the bid of **CIRCLE TRANSPORT CORP.** as the single calculated responsive bid in the sum of **PHILIPPINE PESOS SEVEN MILLION, FIVE HUNDRED FIFTY-NINE THOUSAND, NINE HUNDRED THIRTY-SIX and 00/100 (Php 7,559,936.00) ONLY**, (hereinafter called the "Contract Price") detailed as follows:

Description	Quantity	Amount (Php)
Shuttle Service	6 units	7,559,936.00

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to;
2. The following documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as part of this Agreement, viz:
 - i. Philippine Bidding Documents (PBD);
 - a. Schedule of Requirements;
 - b. Terms of Reference;
 - c. General and Special Conditions of the Contract; and
 - d. Bid Bulletin No. 1 dated 30 September 2021.

CIRCLE TRANSPORT CORP.'s Witness

EDNA C. MAMUYAC
 CIRCLE TRANSPORT CORP.

DEPED's Witness

LEONOR MAGTOLIS BRIONES
 Department of Education


CIRCLE TRANSPORT CORP.'s Witness


EDNA O. MAMUYAC
CIRCLE TRANSPORT CORP.


DEPED's Witness


LEONOR MAGTOLIS BRIONES
Department of Education

- ii. **CIRCLE TRANSPORT CORP.'s** bid, including the Eligibility Requirements, Technical and Financial Proposals, and all other documents or statements submitted;
- iii. Performance Security;
- iv. Notice of Award of Contract and **CIRCLE TRANSPORT CORP.'s** conforme thereto; and
- v. Other contract documents required by existing laws and/or DepEd in the PBD. **CIRCLE TRANSPORT CORP.** agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Order, and Warranty Security, shall form part of the Contract.

3. The services contemplated under this Contract shall be performed from the date of **CIRCLE TRANSPORT CORP.'s** receipt of the Notice to Proceed and until 15 March 2022 and in accordance with the following schedule:

Route	Schedule (Monday-Friday)
Metro Manila - DepEd CO, Pasig City - Metro Manila	7:00 AM - 4:00 PM 8:00 AM - 5:00 PM
Cavite - DepEd CO, Pasig City - Cavite	7:00 AM - 4:00 PM 8:00 AM - 5:00 PM
Laguna - DepEd CO, Pasig City - Laguna	8:00 AM - 5:00 PM
Rizal - DepEd CO, Pasig City - Rizal	8:00 AM - 5:00 PM

4. **CIRCLE TRANSPORT CORP.** shall post a Performance Security within ten (10) calendar days from receipt of the Notice of Award in the form and amount prescribed therein. The performance security shall be posted in favor of **DEPED**, and shall be forfeited in the event it is established that **CIRCLE TRANSPORT CORP.** is in default of any of its obligation under this contract. **CIRCLE TRANSPORT CORP.** shall be responsible for the extension of its performance security and/or undertake to renew its performance security whenever necessary, and without need of prior notice or instruction from the **DEPED**, to ensure that it is in force and effect for the whole duration of the contract and until a Certificate of Final Acceptance is duly issued.

5. The services performed under this Contract should conform to and comply with the standards mentioned in Section VI. Schedule of Requirements of the Bidding Documents, as amended by Bid Bulletin No. 1 dated 30 September 2021, and must be in accordance with the Technical Requirements, a copy of which is hereto attached as Annex "A" and made an integral part hereof.

6. **DEPED** shall have the option to inspect the vehicles contemplated under this Contract at any time or stage of contract implementation. Vehicles with defects or non-compliant with the required specifications shall be rejected by **DEPED** and replaced by **CIRCLE TRANSPORT CORP.**



CIRCLe TRANSPORT CORP.'s Witness

7. In case **CIRCLe TRANSPORT CORP.** encounters condition(s) impeding timely performance of the services, **CIRCLe TRANSPORT CORP.** shall promptly notify **DEPED** in writing of such condition(s). As a rule and on account of the emergency nature of this project, no work suspensions and/or contract delivery period extension shall be allowed.

8. The Contract Price shall be paid to **CIRCLe TRANSPORT CORP.** in accordance with the following disbursement procedures:

8.1. An advance payment not to exceed fifteen percent (15%) of the Contract Price shall be allowed and paid within sixty (60) calendar days from signing of the contract. An irrevocable Letter of Credit or Bank Guarantee of an equivalent amount must be submitted, and shall remain valid until completion of the services rendered, and accompanied by a claim for advance payment.

8.2. **CIRCLe TRANSPORT CORP.** may submit a request for payment based on Progress Reports which shall be attached to the progress billing and include the following: (i) actual services rendered based on the schedule of services and other relevant terms and conditions of the Contract; (ii) Certification by **CIRCLe TRANSPORT CORP.** as approved by the duly authorized representative of the **DEPED** indicating that the services have been rendered in accordance with the Contract. Other documents in support of a request for payment may be prescribed by **DEPED** pursuant to existing disbursement, accounting and auditing rules and procedures.

8.3. Subject to recoupment of the advance payment contemplated in Clause 8.1. above, and retention contemplated in the immediately succeeding clause, payment shall be made to **CIRCLe TRANSPORT CORP.** within sixty (60) days from submission of the documents specified in SCC Clause 2.2 and other documents as may be prescribed by **DEPED**, in the following manner:

8.3.1. For the initial progress payment, a minimum of twenty-five percent (25%) of the Contract Price shall be paid to **CIRCLe TRANSPORT CORP.** upon a minimum of twenty-five percent (25%) performance of the services required under this Contract.

8.3.2. All progress payment shall first be charged against the advance payment until the latter has been fully exhausted.

9. **CIRCLe TRANSPORT CORP.** shall be liable for liquidated damages for the delay in its performance of services in an amount equal to one-tenth (1/10) of one percent (1%) of the cost of the unperformed portion for every day of delay until



EDNA C. MAMUYAC
CIRCLe TRANSPORT CORP.



DEPED's Witness




LEONOR MAGTOLIS BRIONES
Department of Education


such services are finally performed. **DEPED** shall deduct the liquidated damages from any money due or which may become due to **CIRCLE TRANSPORT CORP.**, or collect from any of the securities posted by **CIRCLE TRANSPORT CORP.**, whichever is convenient to **DEPED**. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the Contract Price, **DEPED** may rescind or terminate the Contract, without prejudice to other courses of action and remedies available under the circumstances.

10. The **PARTIES** shall make every effort to resolve amicably and by mutual consultation any and all disputes or differences arising between the Parties in connection with the implementation of the Agreement. Should such dispute not be resolved amicably, it shall be submitted to arbitration in the Philippines according to the provisions of Presidential Decree No. 242 and Executive Order No. 292. Provided, however, that by mutual agreement, the Parties may agree in writing to resort to other alternative modes of dispute resolution.

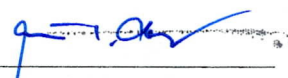
IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in accordance with governing laws on the day and year first above written.

SIGNED, SEALED AND DELIVERED BY:


LEONOR MAGTOLIS BRIONES
Secretary
Department of Education


EDNA C. MAMUYAC
Authorized Representative
Circle Transport Corporation

SIGNED IN THE PRESENCE OF:


DEPED's Witness
MARITESS L. ABLAY
Chief Administrative Officer
ASSET MANAGEMENT DIVISION


CIRCLE TRANSPORT CORP.'s Witness

CERTIFIED FUNDS AVAILABLE: ₱7,559,920.-


MA. RHUNNAL CATALAN
Chief Accountant
Chief Accountant

REPUBLIC OF THE PHILIPPINES)
PASIG CITY, METRO MANILA) S.S

ACKNOWLEDGMENT
PASIG CITY

BEFORE ME, a Notary Public in and for _____, Philippines,
this ____ day of **DEC 15 2021** 2021 personally appeared:

NAME

GOVERNMENT ISSUED ID
(Number, Issued On, Issued By)

LEONOR MAGTOLIS BRIONES
Department of Education

EDNA C. MAMUYAC
Circle Transport Corporation

Known to me and to me known to be the same persons who executed the foregoing instrument and acknowledge to me that the same is the free and voluntary act and deed of the entities which they respectively represent.

The foregoing instrument is a CONTRACT consisting of five (5) pages (exclusive of attachments), including this page on which this acknowledgment is written and signed by the parties hereto and their instrument witness on the left-hand margin of each and every page hereof.

WITNESS MY HAND AND SEAL on the date and place first above written.

Doc. No. 137
Page No. 27
Book No. 211
Series of 2021.


NOTARY PUBLIC

PAUL BERNARD T. IRAO

Appt. No. 80 (2020-2021)
Notary Public for Pasig City
Until December 31, 2021
Goldloop Towers, Pasig City
Atty's Roll No. 36773
PTR No. 7164255; 01-05-2021; Pasig City
TBP No. 141220; 01-04-2021; Rizal (RSM)


CIRCLE TRANSPORT CORP.'s Witness


EDNA C. MAMUYAC
CIRCLE TRANSPORT CORP.


DEPED's Witness


LEONOR MAGTOLIS BRIONES
Department of Education

Rental of Shuttle Service

Technical Requirements

Based on Circle Transport Corporation's Actual Offer

- The vehicles have the following specifications:
Model 2019-2020, 45-seater, air conditioned, and with current registration and insurance.
- Rates include use of vehicle, driver's services, driver's meals and communication expenses, parking fees, toll fees, vehicle maintenance and consumables such as fuel, oil and lubricants.
- All vehicles have three (3) big umbrellas, sanitizing agents (i.e., disinfectant spray, alcohol), contactless thermometer, foot bath, first aid kit and repair necessary tools.
- Drivers have at least three (3) or more years of experience as professional drivers. They are familiar with the major and minor routes in the areas of Metro Manila, Cavite, Laguna and are always presentable. They have undergone customer service training.
- All drivers are equipped with cellphones for easy communication with passengers. Mobile phone unit and related expenses like load shall be provided by the service provider, Circle Transport Corporation.
- DepEd reserves the right to inspect each and every vehicle and demand immediate replacement should there be any problems or issues that may arise.
- The vehicles are marked with the DepEd Markings. Please see attached design.

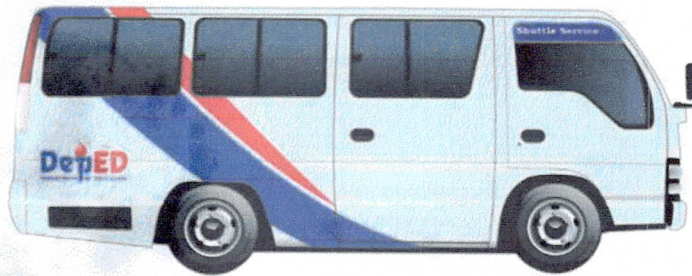
Markings for DepEd Shuttle Service



FRONT



BACK



SIDE