BIDS AND AWARDS COMMITTEE NOTICE TO PROCEED

24 October 2025

Dear Mr. Suk,

Please be informed that, per Notice of Award dated 23 October 2025, issued by the Head of Procuring Entity, your company, **BUSAN TRAP**, is hereby given this Notice to Proceed in connection with the procurement of a contract for transportation services (vehicle rental with driver) in Busan and Gyeongju during APEC Economic Leaders' Week, upon signing of the Contract.

This Notice is issued in accordance with the requirements of Republic Act No. 9184, otherwise known as the Government Procurement Act of 2003.

Very truly yours,

BERNADETTE THERESE C. FERNANDEZ

Ambassador and Head of Procuring Entity

Mr. SUK HO AM

CEO, Busan Trap
2-1, 743 beon gil, Gonghwang-ro
Gangseo-gu, Busan
E-mail: busantran@naver.com

E-mail: <u>busantrap@naver.com</u> Contact no.: 010-2701-4069

CONTRACT

The Contract for Transportation Services (vehicle rental with driver) in Busan and Gyeongju during APEC Economic Leaders' Week ("Contract") is entered into between the **EMBASSY OF THE REPUBLIC OF THE PHILIPPINES** ("Embassy"), with its office at 80 Hoenamu-ro, Yongsan-gu, Seoul 04346, represented by Ambassador Bernadette Therese C. Fernandez, and **BUSAN TRAP** ("Company") with its office at 2-1, 743 Beon Gil, Gonghwang-ro, Gangseo-gu, Busan represented by Mr. Suk Ho Am.

I. Scope of Work

The Embassy shall require the following vehicles for Officials from the Department of Foreign Affairs and the Philippine Embassy during the APEC Economic Leaders' Week (AELW)

No.	Type of Vehicle	Quantity	Base of Location
1	Large Van	Six (6)	 Two (1) in Nonghyup Cooperative Banking Training Gyeongju Institute One (1) in Hanhwa Resort Gyeongju One (1) in Signiel Busan Two (2) in Benikea Premier Hotel Haeundae
2	Passenger Van	One (1)	Nonghyup Cooperative Banking Training Gyeongju Institute

Other pertinent details are as follows:

Hotel Accommodations

- Benikea Hotel Busan (317 Haeundaehaebyeon-ro, Haeundae-gu, Busan)
- Nonghyup Gyeongju Hotel (455 Bomun-ro, Gyeongju-si, Gyeongsangbuk-do)
- Hanhwa Resort Gyeongju (30-3 Bukgun-dong, Gyeongju)

Meeting Locations

- Wyndham Grand Busan (27 Deungdae-r, Seo-gu, Busan)
- UN Memorial Cemetery in Korea (93 UN pyeonghwa-ro, Nam-gu, Busan)
- Signiel Hotel Busan (30 Dalmaji-gil, Haeundae-gu, Busan)

- Gyeongju Hwabaek International Convention Center (507 Boemunro, Bomun-dong, Gyeongju)
- Note: Other meeting locations may be added

Flight Schedule

• To be provided after awarding the contract

KTX Train Schedules

• To be provided after awarding the contract

II. Required Services

Based on the above, the Company shall render the following services:

No	Date	Type of Servic e	Arrival / Departur e	Flight Details	No. of Pax	Requiremen ts	Remarks
1	24 October to 02 Novemb er 2025	Daily Rental with airport transfe	Arrival and Departur e	To be shared upon awardin g the contract	12 (max)	Large Van with driver	For the use of OUMAIER delegates
2	26 October to 02 Novemb er 2025	Daily Rental with airport transfe r	Arrival and Departur e	To be shared upon awardin g the contract	12 (max)	Van with Driver	For the use of OUMAIER delegates
3	26 October to 02 Novemb er 2025	Daily Rental with airport duties	N/A	N/A	12 (max)	Large Van with driver	For the Embassy Advance Team
4	29 October to 02 Novemb er 2025	Daily Rental with airport duties	N/A	N/A	12 (max)	Large Van with driver	For Embassy Team in charge of FilCom Event
5	29 October to 02 Novemb er 2025	Daily Rental	N/A	N/A	12 (max)	Large Van with driver	Transportati on Vehicle for the PhilDel in Signiel Busan

6	29 October to 01 Novemb er 2025	Daily Rental	N/A	N/A	12 (max)	Large Van with driver	Transportati on Vehicle for PhilDel in Nonghyup Cooperative Banking Training Gyeongju Institute
7	29 October to 01 Novemb er 2025	Daily Rental	N/A	N/A	12 (max)	Large Van with driver	Transportati on Vehicle for PhilDel in Hanhwa Resort Gyeongju

III. Expected Deliverables

- a. The Company shall ensure that the vehicles assigned to the Embassy is in excellent condition. However, if the vehicle breaks down, the Company will arrange for its immediate replacement.
- b. The assigned vehicle shall include a driver who can preferably speak English.
- c. The assigned vehicle should be of the year 2020 or onwards.
- d. The Embassy is not liable for the maintenance of the company's vehicles. The Company shall be responsible for maintaining its vehicle.

IV. Vehicle Specifications

Based on the number of confirmed members of the Philippine Delegation, the Company will provide the following vehicles:

- Kia Carnival (van)
- Hyundai Solati (large van)

V. Vehicle Rate

Based on the required services, the Embassy shall pay the Company Thirty-Six Million Five Hundred Eighty Thousand Won (KRW 36,580,000), inclusive of basic 10-hour service, drivers' fee, and accommodation for one (1) driver in Gyeongju. If actual service extends beyond the basic service hours, the Company shall charge the Embassy overtime charges per hour, or any fraction thereof, with the following rate:

Kia Carnival – KRW 60,000

Hyundai Solati – KRW 77,000

VI. Terms of Payment

Payment shall be made within seven (7) days after fulfillment of the contract and receipt of the invoice to determine the final cost due to the Company. The Embassy shall deposit the payment to the Company's bank account with the following details:

a. Account Name

: Busan Trap Co., Ltd.

b. Account Number

: 101-2015-7506-01

c. Bank

: Busan Bank

I. Miscellaneous

The Embassy and the Company agree to the following:

- a. No Employer-Employee Relationship. Nothing in the contract is intended or deemed to create any employment, partnership, agency, or joint venture between the parties.
- b. Additional Services. Any additional services ("Additional Services") must be requested by either Party in writing and subject to the availability of suppliers and contractors in Seoul, South Korea.
- c. Government Auditing Rules and Regulations. The relevant accounting and auditing rules of the Government of the Republic of the Philippines shall cover this contract.

X. Severability

Should any provision of this contract be determined to be void, invalid, unenforceable, or illegal for whatever reason, such provision(s) shall be null and void; provided, however, that the remaining provisions of this contract shall be unaffected thereby and shall continue to be valid and enforceable.

XI. Settlement of Disputes

Parties shall exert their best efforts to amicably settle any dispute, controversy, or claim arising from the contract or the breach, termination, or invalidity thereof.

XII. Termination of Contract

This Contract may be terminated by either party with thirty (30) days' written notice and without cause. It may also be terminated immediately for cause if the Supplier fails to perform as specified in this Contract.

XIII. Observation of Laws

Both parties shall comply with the provisions of relevant laws and regulations of the Republic of Korea and the Republic of the Philippines in the performance of the contract.

XIV. Immunity

Nothing in the contract shall be construed as a waiver by the Embassy of its diplomatic or consular immunity recognized under international law and national laws of the Republic of Korea.

XV. Entire Contract

This Contract constitutes the entire Contract between the Parties. No modification or amendment of this Contract shall be effective unless in writing and signed by both Parties.

25 OCTOBER 2025

[EMBASSY]

BERNADETTE THERESE C. FERNANDEZ

Ambassador

Embassy of the Republic of the Philippines

SUK HO AM

CEO

Busan Trap