

A. Mabini St., Tibag, Baliuag, Bulacan Tel. Nos. 766-2155 • 766-2574 • 766-3118

#### SHUTTLE SERVICE CONTRACT

As agreed upon, BALIWAG TRANSIT INC. (contractor) will arrange to have available for use by **Department of Foreign Affairs** of air-condition bus/buses to be used as shuttle service for vaccination of DFA employees for the date September 2, 2021 with conditions stated below:

Bus No.	Route	Rate
1	DFA ASEANA – SM Manila	6,000.00
2	DFA Main – SM Manila	6,000.00
Contract	TOTAL>>>	12,000.00

#### **Transport Service Description and Technical Specification:**

- 1. Services of fully Air-Conditioned bus with T.V. and P.A.
- 2. Contractor shall provide a 60-seater, fully air-conditioned bus, wherein the Contractor shall allow a maximum of 42 passengers for each bus, excluding the driver, in compliance with the social/physical distancing protocols implemented by the government.
- 3. Contractor shall provide basic personal protective equipment (PPE), such as but not limited to face masks and face shields, as well as adequate supply of isopropyl alcohol or hand sanitizers to their designated drivers at no extra cost to the Department.
- 4. Contractor shall conduct a daily regular bus sanitation of twice a day once before pick-up; and another after drop-off.
- 5. Contract shall be inclusive of all expenses to be incurred relative to the shuttle services, including but not limited to fuel, toll and parking fees.
- 6. Contractor shall, at all times, exercise extraordinary diligence for the safety of its passengers, in accordance with the New Civil Code, applicable law, and/or government rules and regulations.
- 7. Contributory negligence of the Passenger shall not bar recovery of damages from the Contractor for the Passenger's death or injuries.



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- 8. Contractor shall be responsible for injuries suffered by a Passenger on account of willful acts or negligence of other Passengers or of strangers, if the Contractor's employees through the exercise of extraordinary diligence could have prevented or stopped the act or omission.
- 9. Contractor agrees on a SEND BILL arrangement and that it shall only be paid for services actually rendered to the Department.
- 10. Contractor further agrees that it shall not be entitled to payment in case of situations where its service may not be rendered due to unforeseen circumstances or events, the causes of which are reasonably beyond the control of the Department. These circumstances shall include, but not limited to, emergency work suspension by the Department, national or local holidays, national emergencies, fire, explosion, war, riots, force majeure, storm, flood, earthquake, acts of nature, or any other circumstances or events beyond the Department's control. The Department shall duly notify the Contractor as soon as reasonably possible before or following the circumstance or event described in this Section. Parties also agree that the Department is not in breach of this Terms of Reference or applicable contract and/or shall not be liable for damages if non-payment by the Department is due to this Section.
- 11. Payment for the services rendered shall be made by SEND BILL arrangement upon submission of complete documentary requirements such as:
  - a. Statement of Account (SOA);
  - b. Other documents that may be required by the Office of Fiscal Management and Services (OFMS) e.g. Provisional Receipt, etc.

Conformed:

Carlite Santos

Operations Head & Trip Coordinator Baliwag Transit Inc.

0 1 SEP 2021

Mersole J. Mellejor

Officer In Charge

Office of Human Resources

**Department of Foreign Affairs** 

0 1 SEP 2021



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Bus No.	Route (Round Trip)	Rate
Collection in	SM Dasma - Imus - Anabu - Aguinaldo Highway - SM Bacoor - Talaba - Coastal Mall – MOA	13,000.00
2	SM South Mall - Sucat - Alabang - MOA	10,000.00
3	Monumento - EDSA - MOA	6,000.00
Contract	TOTAL >>>	29,000.00

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- 2. Contractor shall provide a 60-seater, fully air-conditioned bus, wherein the Contractor shall allow a maximum of 42 passengers for each bus, excluding the driver, in compliance with the social/physical distancing protocols implemented by the government.
- 3. Contractor shall provide basic personal protective equipment (PPE), such as but not limited to face masks and face shields, as well as adequate supply of isopropyl alcohol or hand sanitizers to their designated drivers at no extra cost to the Department.
- 4. Contractor shall conduct a daily regular bus sanitation of twice a day once before pick-up; and another after drop-off.
- 5. Contract shall be inclusive of all expenses to be incurred relative to the shuttle services, including but not limited to fuel, toll and parking fees.
- 6. Contractor shall, at all times, exercise extraordinary diligence for the safety of its passengers, in accordance with the New Civil Code, applicable law, and/or government rules and regulations.



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- 7. Contributory negligence of the Passenger shall not bar recovery of damages from the Contractor for the Passenger's death or injuries.
- 8. Contractor shall be responsible for injuries suffered by a Passenger on account of willful acts or negligence of other Passengers or of strangers, if the Contractor's employees through the exercise of extraordinary diligence could have prevented or stopped the act or omission.
- 9. Contractor agrees on a SEND BILL arrangement and that it shall only be paid for services actually rendered to the Department.
- 10. Contractor further agrees that it shall not be entitled to payment in case of situations where its service may not be rendered due to unforeseen circumstances or events, the causes of which are reasonably beyond the control of the Department. These circumstances shall include, but not limited to, emergency work suspension by the Department, national or local holidays, national emergencies, fire, explosion, war, riots, force majeure, storm, flood, earthquake, acts of nature, or any other circumstances or events beyond the Department's control. The Department shall duly notify the Contractor as soon as reasonably possible before or following the circumstance or event described in this Section. Parties also agree that the Department is not in breach of this Terms of Reference or applicable contract and/or shall not be liable for damages if non-payment by the Department is due to this Section.
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Conformed:

Carlity J. Santos

Operations Head & Trip Coordinator Baliwag Transit Inc.

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