

## CONCORD PRIMARY SCHOOL

### **AGREEMENT FOR APPOINTMENT OF SCHOOL BUS OPERATOR TO PROVIDE SCHOOL BUS SERVICES**

This Agreement is made on the 1<sup>st</sup> day of January 2024 between

- 1) \* the Government of the Republic of Singapore represented by Concord Primary School (hereafter called “**the School**”); and
- 2) \* [name of company/business and company/business’s registration number] and having its registered address at [company/business’s registered address]/ [name of individual and NRIC No.] residing at [address] (hereinafter called “**the School Bus Operator**”).

(collectively, the “**Parties**” and each a **Party**”).

#### **THE PARTIES HEREBY AGREE AS FOLLOWS:-**

##### **INTERPRETATION**

1A In this Agreement, unless the context otherwise requires:

- a. “**Distance**” means the shortest travel route between the start point and the end point as calculated using Google Maps (currently found at <https://maps.google.com>), or such other application or website to calculate distance as may be agreed between the School and the School Bus Operator, determined at the time the Operator informs the Parents of the fixed pick up locations.
- b. “**Drop-off Address**” means the address at which the Parent and School Bus Operator have agreed that the Student is to be dropped off by the School Bus Operator.
- c. “**Parent**” means a parent or legal guardian of a student of the School;
- d. “**Parent Agreement**” has the meaning given to it in Clause 12;
- e. “**Pickup Address**” means the address at which the Parent and School Bus Operator agreed that the Student is to be picked up by the School Bus Operator;
- f. “**Request for Services**” means a request by a Parent in the form set out in **Attachment 4**;
- g. “**School Day**” means any day that the Ministry of Education determines to be part of the School Term.

- h. “**School Term**” means the periods during which schools under the Ministry of Education hold classes, as determined by the Ministry of Education.
- i. “**Services**” means the school bus transport services that the School Bus Operator is required to provide to the Parent as set out in this Agreement.

### **SERVICES TO BE PROVIDED BY THE SCHOOL BUS OPERATOR**

1. In consideration of the School agreeing to pay the School Bus Operator the sum of one dollar (\$1) upon demand, the School Bus Operator agrees to:
  - a. Provide the Services to a Parent in accordance with this Agreement and the Parent Agreement; and
  - b. to faithfully observe all the terms and conditions of this Agreement according to their true intents and purposes.
2. The School Bus Operator shall provide the Services with all reasonable care, skill and diligence.
3. For the avoidance of doubt, the School Bus Operator shall bear all costs in relation to the provision of the Services, including all costs for the maintenance and operations of all vehicles provided by the School Bus Operator.

### **BUS FARE CHARGED TO THE PARENTS AND THE PAYMENT TERMS OF BUS FARES UNDER THIS AGREEMENT**

4. The bus fares charged by the School Bus Operator to Parents shall not exceed the maximum bus fare prices set out in the attached **FORM A**.
5. All costs for the provision of the Services shall be deemed to be included in the bus fares.
6. In respect of the Services provided in a given year, the School Bus Operator shall only collect bus fares from Parents in respect of the months of January, February, March, April, May, July, August, September and October. For the avoidance of doubt, no Parent shall be required to pay bus fares in respect of Services provided on every School Day in the months of June, November and December.

### **NO ASSURANCE OF ORDERS**

7. Nothing in this Agreement shall be construed as providing or implying that:
  - a. the School Bus Operator has a right to be the sole supplier of the Services to any Parent; or
  - b. any Parent is under an obligation to raise any Request for Services with the School Bus Operator.

8. The School Bus Operator is put on notice and agrees that the School may enter into contracts with the same or similar scope as this Agreement with other suppliers of school bus services.

## COMMENCEMENT AND DURATION OF AGREEMENT

9. This Agreement shall commence on the [insert date] and shall remain in force for [2] years ("**Initial Contract Period**").
10. The School has the option to extend the duration of this Agreement by a period of up to 2 years as required by the School ("**Option Period**"), by giving the School Bus Operator no less than one months' notice in writing prior to the expiry of the Initial Contract Period. Unless otherwise agreed between the Parties in writing, any Services provided during the Option Period shall be subject to the terms and conditions of this Agreement, except this Clause 10.

## REQUESTS FOR SERVICES BY PARENTS

11. The School will direct a Parent who requests for Services to submit a Request for Services to the School Bus Operator. Such a Request for Services does **not** constitute an offer, but merely an indication of interest.
12. The School Bus Operator shall consider the Request for Services and reply to the parent whether it is able to provide the Services from the pickup location and drop-off location indicated in the Request for Services, or propose an alternative address (the "**Location**"). Upon the Parent confirming that he agrees to the Services being provided from the Location, a separate contract shall be deemed to be formed between the School Bus Operator and the Parent for the supply of the Services, which shall be governed by the Terms and Conditions Governing Request for Services set out in **ANNEX A** (the "**Parent Agreement**").
13. Subject to reaching an agreement with the Parent on the Location, the School Bus Operator is obliged to provide the Services where:
  - (a) the Distance from the Pickup Address and Drop-off Address is equal to or less than 4 km; and
  - (b) for after school Services, the departure time from the School's premises is no later than 4 pm, including Services to transport students after supplementary lessons / enrichment programmes or Co-Curricular Activities on specific School Days.
14. Where:
  - (a) the Distance from the pick-up or drop-off address indicated in the Request for Services is more than 4 km; or

- (b) for after school Services, the departure time from the School's premises is after 4 pm,

the School Bus Operator shall consider on a best-efforts basis whether it can provide the Services and agree with the Parent on an acceptable bus fare, but the School Bus Operator shall not be deemed to be in breach of this Agreement if it fails to provide the Services. In considering such a request, the School Bus Operator shall take into account any other requests made by other parents whose pick-up and drop-off addresses are within a reasonable distance from the requested pick-up or drop-off address of the Parent.

15. The School Bus Operator acknowledges that it shall be the responsibility of the Parent who raises the Request for Services, and not the School, to pay the applicable bus fare.
16. The School Bus Operator agrees not to sue or hold the School liable for any act or omission of a Parent who raises a Request for Service or student. The School Bus Operator's remedies, if any, against any such Parent shall be pursuant to the Parent Agreement.
17. The School Bus Operator agrees that the School may enforce the Parent Agreement, including the recovery of damages from the School Bus Operator, to the same extent as if it were a party to the separate contract between the School Bus Operator and the Parent, PROVIDED ALWAYS that the School Bus Operator shall not be required to compensate both the School and the Parent in relation to the same losses.

### **RIGHTS OF THIRD PARTIES**

18. Save for the rights of a Parent against the School Bus Operator under this Agreement, this Agreement does not create any right under the *Contracts (Rights of Third Parties) Act*, which is enforceable by any person who is not a party to it.
19. A Parent who has raised a Request for Services shall have no right to enforce the provisions of this Agreement against the School.

### **SUBCONTRACTING AND ASSIGNMENT**

20. The School Bus Operator shall not sub-contract, transfer or assign this Agreement or any part of this Agreement without the prior written consent of the School. The School Bus Operator shall be responsible for the acts, defaults, neglects or omissions of any assignee or subcontractor, their agents, servants or workmen as fully as if they were the acts, defaults, neglects or omissions of the School Bus Operator, its agents, servants or workmen.

### **TERMINATION OF AGREEMENT**

21. This Agreement may be terminated for convenience by either Party giving the other Party at least two months' notice in writing.

22. For the avoidance of doubt, the termination of this Agreement shall not affect the validity and existence of the Parent Agreements, which shall remain in full force and effect until terminated according to their terms or pursuant to law.
23. The School is entitled to terminate this Agreement immediately if:
- a. there is a breach by the School Bus Operator of this Agreement or any Parent Agreement;
  - b. the School Bus Operator is, in the reasonable opinion of the School, unwilling or unable to satisfy the requirements under this Agreement;
  - c. where the School Bus Operator is a company, a receiver, manager or liquidator has been appointed over the School Bus Operator, or a resolution for winding up the School Bus Operator has been passed, or the School Bus Operator is subject to a winding-up order of a court of competent jurisdiction;
  - d. where the School Bus Operator is a partnership, the partnership is dissolved or there is a bankruptcy order made against it;
  - e. where the School Bus Operator is an individual, the School Bus Operator commits an act of bankruptcy, is adjudged a bankrupt by a court of competent jurisdiction, or dies; or
  - f. the School Bus Operator enters into any composition or similar arrangement with its creditors or becomes insolvent.

#### **WAIVER AND VARIATION**

24. No waiver or variation of this Agreement shall be of any force unless such waiver or variation is agreed upon in writing and signed by an authorised representative of each of the Parties.
25. Any waiver under this Agreement shall be effective only in the instance and for the strict purpose for which it is given.

#### **APPLICABLE LAW**

26. This Agreement and all its subsequent variations shall be subject to, governed by and interpreted in accordance with the laws of the Republic of Singapore for every purpose, and the Parties agree to submit to the exclusive jurisdiction of the Courts of the Republic of Singapore.

#### **GOVERNMENT REGULATIONS**

27. The School Bus Operator shall, at its own costs, obtain and maintain all licence and authorisations, including governmental authorisations or certification required without any restrictions or qualifications whatsoever so as to enable the School

Bus Operator to fulfil all its obligations under this Agreement and the Parent Agreements.

28. The School Bus Operator shall comply with all statutory and regulatory requirements, including those stipulated by the Land Transport Authority, applicable to the operation of school buses.

#### **INDEMNIFICATION OF SCHOOL**

29. The School Bus Operator shall hold the School harmless and shall fully indemnify the School against all losses, damages, expenses and costs that the School may sustain or incur as a result, whether directly or indirectly, out of:
  - a. a breach of this Agreement by the School Bus Operator; or
  - b. the provision of Services by the School Bus Operator.

#### **SCHOOL BUS OPERATOR'S PERSONNEL**

30. The School is entitled to object by notice in writing to any personnel assigned by the School Bus Operator or his subcontractors that have not been approved by the School. The School Bus Operator shall immediately remove such personnel and furnish suitable and adequate replacements at no additional expense to either the School or any Parent.

#### **PUBLICATION OF DETAILS OF SERVICES**

31. The School Bus Operator agrees that the School may publish details of the Services offered by the School Bus Operator and all other relevant information about this Agreement. Such publication shall include publication on a website that may be accessed by the public.

#### **REQUIREMENT SPECIFICATIONS**

32. The Services offered shall conform to the following Requirement Specifications:
  - a. The School Bus Operator shall adhere to the School's rules and regulations for entering into the School's compound to provide the Services.
  - b. The School Bus Operator shall adhere strictly to the arrival and departure/ dismissal times as agreed upon between the School Bus Operator and the School, as well as the specified departure and arrival times as agreed upon between the School Bus Operator and the Parent.
  - c. The School Bus Operator shall ensure that the student shall only be dropped off or picked up at the School, or the designated bus drop-off or pick up location agreed between the School Bus Operator and the Parent.

- d. The School Bus Operator shall provide the School with its proposals on the following items within one month from the date of this Agreement:
  - i. the proposed number of buses providing the Services to the School;
  - ii. the bus capacity and licence plate number of each bus;
  - iii. the proposed route plan and the proposed pick-up and drop-off locations;
  - iv. the pick-up time and drop-off time of every student whose Parent has requested for the Services; and
  - v. the proposed timeline for communication to Parents of the details of services to be provided to them (including the pick-up and drop-off locations and timings).

The School Bus Operator shall make such amendments to the abovementioned items as may reasonably be required by the School, and shall ensure that it meets such other operational requirements as may be reasonably imposed by the School in writing.

- e. The School Bus Operator shall provide the School with detailed records, in a format as determined by the School, of all students to whom it is providing the Services, including their names, classes, monthly bus fares payable and pick-up and drop-off locations of the student by the School Bus Operator, at least two weeks before the start of every calendar year. The School Bus Operator shall continue to maintain updated detailed records of all students to whom it is providing the Services and shall provide the School with such records upon the request of the School. The School Bus Operator shall obtain the consent of Parents for the School Bus Operator's usage of the abovementioned detailed records of students for the purpose of providing the Services, and for the disclosure of such records to the School.
- f. The School Bus Operator shall take reasonable steps to ensure that mini vans or small buses are used to transport students in cases where the pick-up and/or drop-off locations are in private housing estates with a small pick-up/drop-off area. If this is not possible, the School Bus Operator shall inform the affected Parents before any Request for Services is raised.
- g. Should any vehicle usually deployed by the School Bus Operator be incapable of being deployed for any reason, the School Bus Operator shall promptly provide an alternative vehicle to ferry all affected students. Should such an alternative vehicle be deployed, the School Bus Operator shall ensure that the vehicle is driven by a driver who is familiar with the usual pick-up or drop-off route.
- h. The School Bus Operator shall act promptly on all feedback and complaints by Parents and shall inform Parents in a timely fashion of any bus breakdown, non-pick-up or change of pick-up / drop-off locations that might affect them or their children.

- i. The School Bus Operator shall appoint a person who will act as the liaison person for communication with the School. This liaison is to coordinate all transport arrangements under this Agreement, investigate into complaints and keep the School informed of any action taken.
- j. The School Bus Operator shall provide professional, courteous and timely service to the students and Parents at all times.
- k. The School Bus Operator shall ensure that every vehicle that is used to provide the Services conforms to or exceeds all the requirements (including during times of emergency or pandemic) from authorities such as the Land Transport Authority of Singapore (“LTA”), the Ministry of Health (“MOH”) and the National Environment Agency (“NEA”); is equipped with first aid box, fire extinguisher, air conditioning, is maintained in a good working condition, and is clean and free from litter and pests.
- l. The School Bus Operator shall provide at least one personnel to be stationed at the School during the Primary One orientation (date to be determined by the School) or on any other dates as required by the School, to allow the Parents of Primary One students to raise Requests for Services.
- m. The School Bus Operator shall ensure that all vehicles that are used to provide the Services are air conditioned, clean and tidy.

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**[INSERT THE BUS FARES REFLECTED in the table in PARAGRAPH 4 of ANNEX A to the CALL FOR PROPOSAL]****1. Maximum Bus Fare Prices Schedule for Bus Services by Distance****Notes:**

- The unit bus fare price (inclusive of GST, if applicable) for all categories of bus seating capacity should be quoted as '**Not to Exceed**' price (i.e. maximum price) for each distance range (i.e. Up to 2km and >2 - 4km).
- Please quote the bus fares for both the Initial Contract Period and Option Period on the basis that in respect of all the Services in a calendar year, the appointed school bus operator shall only collect bus fares from Parents in respect of the months of January, February, March, April, May, July, August, September and October. For the avoidance of doubt, no Parent shall be required to pay bus fares in respect of Services provided on every School Day in the months of June, November and December.
- If bus operators submit only 1 set of bus fares, then it would be taken to be applied to both the Initial Contract Period and Option Period (i.e. for the 2+2 duration). Schools will evaluate both sets of prices.

**A. Daily School Bus Services based on Not to Exceed Price (i.e. for sending students from home to school and vice versa)****Initial Contract Period**

Distance	Up to 15 seater		>15 seater	
	1 way	2 way	1 way	2 way
Up to 2km				
>2 – 4km				

**Option Period**

Distance	Up to 15 seater		>15 seater	
	1 way	2 way	1 way	2 way
Up to 2km				
>2 – 4km				

**2. Actual Bus Fare Prices**

For 2-way trips, if there is any difference in the Distance of each leg of the trip (same location for pick-up and drop-off), the School Bus Operator shall use the shorter Distance to determine the price of the bus fare.

For the avoidance of doubt, “Actual Bus Fare Prices” refers to the actual bus fares charged by the School Bus Operator to Parents under the Terms and Conditions Governing Request for Services.

## **TERMS AND CONDITIONS GOVERNING THE REQUESTS FOR SERVICES**

### **DEFINITIONS**

1. All expressions in these Terms and Conditions shall, unless the context otherwise requires, have the same meaning as that in the Agreement for Appointment of School Bus Operator to Provide School Bus Services (the “**Main Agreement**”). References to “**Parent Agreement**” refers to the contract between the School Bus Operator and the Parent for the provision of Services, and shall be deemed to include these Terms and Conditions Governing the Requests for Services.

### **SERVICES TO BE PROVIDED BY THE SCHOOL BUS OPERATOR**

2. In consideration of the Parent paying the applicable bus fare in such manner and at such time as may be agreed between the School Bus Operator and that Parent, the School Bus Operator agrees to provide the Services in accordance with this Parent Agreement and the Main Agreement.
3. The School Bus Operator shall provide the Services with all reasonable care, skill and diligence.
4. The bus fares charged by the School Bus Operator to Parents shall be agreed between the Parties but in any case, shall not exceed the maximum bus fare prices specified for the Initial Contract Period and Option Period (as the case may be) set out in FORM A attached to the Main Agreement.
5. In respect of all the Services provided in a calendar year, the School Bus Operator shall only collect bus fares from Parents in respect of the months of January, February, March, April, May, July, August, September and October and the bus fares shall be paid on the \_\_\_\_ day of the said months. For the avoidance of doubt, no Parent shall be required to pay bus fares in respect of Services provided on every School Day in the months of June, November and December.
6. Save for the applicable bus fare, no additional fees or expenses shall be payable by the Parent to the School Bus Operator in respect of the Services.

### **RIGHTS OF THIRD PARTIES**

7. The School may enforce this Parent Agreement, including the recovery of damages from the School Bus Operator, to the same extent as if it were a party to this Parent Agreement, PROVIDED ALWAYS that the School Bus Operator shall not be required to compensate both the School and the Parent in relation to the same losses.
8. Save for the rights of the School against the School Bus Operator under this Parent Agreement, this Parent Agreement does not create any right under the Contracts (Rights of Third Parties) Act, which is enforceable by any person who is not a party to it.

## **SUBCONTRACTING AND ASSIGNMENT**

9. The School Bus Operator shall not sub-contract, transfer or assign this Contract or any part of this Parent Agreement without the prior written consent of the School. The School Bus Operator shall be responsible for the acts, defaults, neglects or omissions of any assignee or subcontractor, their agents, servants or workmen as fully as if they were the acts, defaults, neglects or omissions of the School Bus Operator.

## **TERMINATION OF CONTRACT**

10. This Parent Agreement may be terminated by the Parent at any time for convenience by giving the School Bus Operator at least two months' notice in writing.
11. A Parent may terminate this Parent Agreement immediately if:
  - a. there is a breach by the School Bus Operator of the terms and conditions of this Parent Agreement;
  - b. the Main Agreement has been terminated for any reason;
  - c. where the School Bus Operator is a company, a receiver, manager or liquidator has been appointed over the School Bus Operator, or a resolution for winding up the School Bus Operator has been passed, or the School Bus Operator is subject to a winding-up order of a court of competent jurisdiction;
  - d. where the School Bus Operator School Bus is a partnership, the partnership is dissolved or there is a bankruptcy order made against it;
  - e. where the School Bus Operator is an individual, the School Bus Operator commits an act of bankruptcy, is adjudged a bankrupt by a court of competent jurisdiction, or dies; or
  - f. the School Bus Operator enters into any composition or similar arrangement with its creditors or becomes insolvent.
12. The School Bus Operator may terminate this Parent Agreement immediately if the Parent breaches any term of this Parent Agreement that is not capable of remedy, or where it is a remediable breach, the Parent has failed to remedy the breach within 14 days from a receipt of a notice in writing by the School Bus Operator requiring the Parent to do so.

## **WAIVER AND VARIATION**

13. No waiver or variation of this Parent Agreement shall be of any force unless such waiver or variation is agreed upon in writing and signed by an authorised representative of each of the Parties.

14. Any waiver under this Parent Agreement shall be effective only in the instance and for the strict purpose for which it is given.

#### **APPLICABLE LAW**

15. This Parent Agreement and all its subsequent variations shall be subject to, governed by and interpreted in accordance with the laws of the Republic of Singapore for every purpose, and the Parties agree to submit to the exclusive jurisdiction of the Courts of the Republic of Singapore.

#### **INDEMNIFICATION OF PARENT**

16. The School Bus Operator shall hold the Parent harmless and shall fully indemnify the Parent against all losses, damages, expenses and costs that the Parent may sustain or incur as a result, whether directly or indirectly, out of:
- a. a breach of this Parent Agreement by the School Bus Operator; or
  - b. the provision of Services by the School Bus Operator.