

CALL FOR PROPOSALS REGARDING SCHOOL BUS SERVICES FOR LFIB STUDENTS

7 May 2024

Lycée Français International de Bangkok

Background

The French International School of Bangkok i.e., Lycée Français International de Bangkok (“LFIB”), founded in 1957, is one of the oldest international schools in Thailand. Based on the French Education system, it aims to give students a world recognized teaching of the highest standard, strive for linguistic excellence and fluency in both French and English, and promote open-minded and inspired global citizens in a constantly changing world.

Since its foundation, LFIB has grown significantly and now welcomes 1,035 students, aged between 3 and 18 years old, from diverse backgrounds and cultures. LFIB is a private international school with a multicultural community with more than 40 different nationalities. Its education license is held by the French Foundation for Education (“FFE”), a Thai non-profit Foundation, which has signed an agreement with the French government’s Agency for French Education Abroad (“AEFE”). Parents play an important role in the school, through a close collaboration with the Bureau of the Parents’ Association (“APE”) with the aim to offer the best possible service to all families with competitive fees.

The LFIB is issuing a call for proposals to bus and transportation companies for the provision of daily school bus services to the families in order to transport students between their homes and the School, and between the School and the nearest MRT station (Thailand Cultural Center or Huay Kwang) or BTS station (Ekamai).

A contract between the school and the Service Provider will be managed with the involvement of parent representatives through the school’s Transport Commission, which includes both members of the school management and members of the APE. The contract defines the scope and conditions for school transport services and enables the Provider to be put in contact with families of LFIB students in order to form a service agreement for school transportation directly with these families.

The Terms of Reference of the call for proposals are described in this document and based on the following timeline:

- Publication of Call for Proposals: **7 May 2024**
- Site visit / presentation of proposal upon request: **7-10 May 2024**
- Deadline for submission of proposals (with an on-site presentation of the offer and submission of support documents): **31 May 2024**
- Deadline for decision and signing of contract: **7 June 2024**

Effective date of operations for student transport of 2024 / 2025 school year:

- **10 June 2024:** Announcement of the partnership. LFIB families are able to begin contacting the company for inquiries and registration.
- **Mid-August 2024:** Readiness confirmed to LFIB, vehicle / personnel mobilized
- **Start of service:** 3 September 2024 (first day of school)

The following person has been appointed to represent the LFIB for this project:

Mr. Isadore REAUD

School Manager

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1. Definitions

- Agreement:** Agreement to be concluded between LFIB and the Service Provider setting the general conditions for the school transportation contract of each Student to be signed between the Provider and the Parents.
- CFP:** This Call for Proposals regarding school bus services for LFIB Students.
- ECA:** Extra Curricular Activity, activities organized at the school site after classes under the care and supervision of external instructors.
- Parents:** Parents, legal guardians or custodians of Students
- Party/Parties:** LFIB and/or Service Provider
- Personnel:** Employees, staff and other parties that the Provider uses in the provision of its Services under the Agreement.
- Provider / Service Provider:** Transportation company that participates in this CFP or Provider that has been selected following the call for proposals and has entered in agreement with LFIB.
- School / LFIB:** Lycée Français International de Bangkok
- Student:** Students registered at LFIB during the school year and users of the Provider's services (regular one-way trip from or to school, or round trip)
- Transport Commission:** A taskforce established by LFIB to manage the contract with the Provider, comprising LFIB Management and Parents' representatives
- Trip / Service:** School bus service from/to student's home / LFIB - door to door (condominium dropping area or house villa gate) or to MRT or BTS station
- Notes:**
- Provision of student transport with the option of either round trips or one-way trips (morning trip to school or afternoon trip back home or both).
 - In some particular cases, a specific trip outside of regular hours may be required.
 - This document describes a school bus transportation service provided to students to come and leave school. LFIB may have specific punctual needs for transportation services (week-end excursions, school field trips, evening activities, etc.). For these services, a separate agreement shall be discussed to establish prices based on distance and required services.

2. General Scope

The Service Provider shall ensure transportation of Students between home or an MRT or BTS Station and School on school days in a regular, safe and controlled way as per school schedules and after school activities. The agreement between LFIB and the provider will establish the conditions of the transport service to be offered to the families of students.

The Provider will then enter in a service agreement directly with each individual Parent wishing to use the school bus services for their child, for either round trips or one-way trips. The Provider has to ensure that each family explicitly approves the Provider's financial regulations as well as all other rules relevant to the Provider's services, such as rules related to student behaviour, communication, complaints, insurance coverage, etc. The family must be provided a copy (physical or electronic) of this agreement and applicable rules.

The Service Provider is a company with professional experiences in providing transportation services with the use of its own resources. The Provider shall guarantee an adequate number of vehicles for two service trips per day (on every morning and afternoon).

The LFIB's "Transport Commission" comprising LFIB Management and Parents' representatives will regularly meet with the provider to follow on proper execution of the Services.

The Agreement defines all conditions for school transport and enables the Provider to be put in contact with families of LFIB students in order to form a service agreement for school transportation with these families.

The service should be:

Regular: Provider to ensure regular and on-time services as per LFIB class timetable and Students' extra-curricular activities schedules.

Safe: Provider to ensure high level of safety / quality during trips (vehicle condition, highly professional staff, control and survey plan...), and minimize the travel time from the first pickup and until the last drop-off. Provider will ensure the safety onboard and the application of all governmental requirements in regards to safety, training, qualifications, certifications and authorizations in regards to personnel and vehicles. Provider must also have Child Protection protocols in place both in terms of prevention of incidents as well as to manage situation. These include personnel recruitment, regular training (for example incident management, handling contact with children, managing child behaviour, English and/or French communication skills, etc.), follow-up and the various elements of service and operations.

Controlled system: Provider to propose an on-line management of any single trip / Student (including mobile application for parents with an easy function for modification requests). In addition, a GPS tracking system and on-board cameras to support management are required. Footage and data must be safely conserved for a minimum of 12 months as of the day of recording or to the maximum duration permissible under Thai law.

3. School location and contact details

LFIB (Lycée Français International de Bangkok)
498, soi Ramkhamhaeng 39 (Thep Leela 1), Pracha Uthit, Wangthonglang
Bangkok 10310
Telephone: 02 934-8008
Website: www.lfib.ac.th
Location: <https://maps.app.goo.gl/jK81Vyn6vPiCojjU8>

4. Number of Students

This 2023-2024 school year, LFIB counts 1035 students:

- Kindergarten: 132 students aged 3-5 years old
- Primary: 429 students aged 6 to 11 years old
- Secondary: 474 students aged 12 to 18 years old

Note: School Transportation Services are offered as an option to the families. Parents are free to use the school transportation services provided by the Service Provider or any other transportation mode they seem fit. In the current 2023/2024 school year, about 65% of students were enrolled with the current school bus provider (either roundtrip or one-way trip), using a fleet of approximately 85 vans.

5. School Schedule

The school calendar is based on the French school year (starts early September - ends early July) with schedules, public holidays and school breaks which may differ from other international schools in Bangkok.

Weekly school schedule is from Monday to Friday with below timeframe

- Kindergarten: from 08:00 to 14:10 (school class from 08:00 to 14:10 then some Students join extracurricular activities until 15:10)
- Primary: from 08:00 to 14:10 (school class from 08:00 to 14:10 then some Students join extracurricular activities until 17:10)
- Secondary: from 08:00 to 17:10 (on some days until 18:10 for the older students)

Morning arrival time / school start

Arrival time at LFIB at the latest 7:55 (school gates are opened from 7:15 to 8:00)

- Kindergarten: to be dropped first at the entrance of the kindergarten car park
- Primary / Secondary: to be dropped next at the car park of the main entrance

For student pickup, the provider can require parents to ensure that Students are waiting for the school bus before its scheduled arrival time. The school bus wait for a short period, currently set to two (2) minutes, after the scheduled time and then leaves without needing to notify the family. Should a Student arrive after the departure of the school bus, it would be the family's responsibility to take the student to school that morning.

Afternoon trip home after classes

- Students in the kindergarten finish classes daily at 14:10, but may have ECA until 15:10.
- Students in the Primary finish classes daily at 14:10, but may have ECA until 15:10, 16:10, or sometimes 17:10.
- Students in the Secondary school finish school at varying depending on their daily schedules: 14:10, 15:10, 16:10, 17:10 or at 18:10

Students must ensure to board the bus without delay so that it can leave as soon as possible. Departure is authorized immediately after the provider has confirmed that all Students are onboard and seatbelts are fastened.

6. Specific drop service / on demand service

Exceptionally a different bus stop than the regular trip may be asked by a family. Parents authorization is required each time. The provider has to clarify the conditions for a specific change to drop location or schedule to be acceptable.

7. Timetable by Classes and Student enrolment

The timetables for the trip home are determined and communicated to Parents by the Provider.

The times for the return trip are set according to information communicated by the LFIB no later than Friday 13:00 for the following week:

- Kindergarten and Primary timetables are communicated by the Primary Secretariat.
- Secondary school timetables can be collected online using the Pronote application.
- The schedules of the ECA are communicated by the LFIB ECA coordinator.
- Other information about student schedules can be communicated by relevant LFIB services (Vie Scolaire, Speech Therapy Team, Exam Manager, ...)

Requests for schedule changes from Parents who contact the provider before 13:00 on a Friday for the following week should be able to be automatically integrated into the schedule.

A process should be proposed for any subsequent modification, whether it comes from the LFIB or from the Parents. The Provider should provide confirmation whether the change is possible or not, and under what conditions.

8. Routes and regular service

The Provider shall strictly provide services for the given route and timetables except in the event of an emergency or force majeure.

In the event that the Provider is unable to provide services for any reason, the Provider shall notify LFIB of the problems and their causes and shall cooperate with LFIB in solving the problems.

The Provider must be able to quickly find a substitute vehicle in case of damaged vehicles or accident in order to minimize the time lost and ensure the safety of the students.

In addition, the Provider shall:

- Be mindful of local weather forecast and consider appropriate behavior.
- Consider road closure / traffic / blocked road / under construction as inputs to adjust travel route in the general interest of LFIB and families (e.g. closure of a flyover making travel trip disturbed...)
- Consider taking highway / expressway as a possible route solution. Tollway fares are to be included in the different fee schemes and the Provider shall indicate in the route mapping.
- Inform the families of any route modification
- Have a process to consider new registrations, address changes, resignation of Students, ...

9. Parking and Facilities Exclusive Usage Rights and Fees

In regards to **the LFIB's parking at the main entrance**, the following special usage and access right are granted to the Provider:

- LFIB grants the Provider an exclusive parking right. This enables the Provider's vehicles to be parked on the school's main Parking area at all times, during school opening hours and outside of school opening hours. Vehicles shall be easily identifiable as belonging to the provider's fleet.
- During morning drop-off times, LFIB grants the right to access the drop-off area inside the parking to all vehicles, including those belonging to parents. However, only the Provider is allowed to park in the main parking area.
- During afternoon student pick-up times, access to the parking will be closed to outside vehicles and the Provider will have the exclusive right of usage of the Parking in order to manage

students boarding their vans and to ensure the safety of students. The school's door linking the administrative building to the parking will be open to enable students to access the Provider's vehicles without having to exit through the school's reception area.

- The Provider is authorized to post information regarding to student vehicle allocation and trip schedules on a posting board in the area near the school's administrative building.
- LFIB grants the Provider the exclusive right of usage of office and restroom facilities located in the parking area.

In regards to **the LFIB's kindergarten parking**, the following usage and access rights are granted to the Provider:

- LFIB grants the Provider an exclusive access to the student transport lane for the morning drop-off and afternoon pickup. Outside vehicles are not authorized to use this lane.

These exclusive rights of access and usage of the parking and facilities, as well as the access to student schedules and other internal information related to school activities will be subject to an annual fee, based on the Provider's total number of vans used for school transport as described below:

Number of vans	Annual Fee (Baht)
111-120	2,700,000
101-110	2,500,000
91-100	2,200,000
81-90	2,000,000
71-80	1,800,000
61-70	1,600,000
51-60	1,400,000
41-50	1,100,000
31-40	900,000
21-30	700,000
11-20	450,000
1-10	200,000

The payment schedule will be as follows:

No.	Due date	% of Annual Fee
1	30 September	0%
2	31 October	0%
3	30 November	30%
4	31 December	10%
5	31 January	10%
6	28 February	10%
7	31 March	10%
8	30 April	10%
9	31 May	10%
10	30 June	10%
Total		100%

Each of the Provider's vehicle shall be provided with an individually numbered sticker by the LFIB which will be used to identify the vehicle internally and ensure it can benefit from the exclusive access described above. In case of temporary or permanent replacement of vehicle, the Provider shall inform the school in order to issue a new sticker.

Note: If the school were to close for an extended period of time due to exceptional circumstances, similar to the situation during the COVID-19 closures, which would cause an unplanned loss of business to the User, both parties can agree in writing to cancel the payment for those periods based on the number of affected days.

10. Bus specifications

Minimum nine (9) seats* in the back: Eight (8) seats for students and one seat for staff accompanying. **Details are included in ANNEX I.**

The Provider shall follow all legal requirements and any certifications as required by Thai authorities: Government Ministries (Transport, Labor, Commerce, Social Development and Human Security, Education, etc.), police, Bangkok metropolitan administration, etc. These can be related to the following points:

- Vehicle condition, equipment and registration aligned with school transportation, independent technical control, etc.
- Qualification, training and monitoring of onboard staff, constituted of one driver and one accompanying **female** person (“supervisor” or “monitor”), to ensure the care and safety of Students.
- Additional preventive maintenance programs related to health, hygiene and safety.
- The provider shall be responsible for the procurement of vehicles, their maintenance and all related transportation services costs.
- In an effort to mitigate the negative impact on the environment, any eco-friendly measures which can be proposed will be considered as a plus. For example, the use of electric / hybrid / eco-friendly vehicles, etc.
- The Provider must have substitute drivers and supervisors on standby in the event of a driver or supervisor being absent during the service hours.

*In some cases (as last return trip, zone with very few students to transport), the Service Provider may propose alternative vehicles type (e.g., smaller size) with consideration of:

- Parking lot / dropping zone at LFIB (alternative type do not overload traffic / parking management)
- Students’ security / comfort
- Similar on-board service and safety equipment
- Overall Efficiency and
- No increase on price calculation

11. Responsibilities

The Provider and his personnel shall provide their services with good manners, remaining in good cooperation with the LFIB, the Transport Commission, Parents and Students. The Students’ safety should always be considered an absolute top priority regardless of the situation. Never should a student be left alone in a vehicle, or left alone with a driver. There should be a supervisor present with students at all times.

The Provider’s personnel should be made aware of the school’s core values and general approach to education. This should be particularly relevant in regards to the Provider’s approach to student discipline during travel.

The Provider’s personnel duties and responsibilities are described in **ANNEX II.**

In addition to the dedicated personnel affected to organizing the transport service, the Provider shall assign a manager to represent the Provider in any meetings and discussions as well as to manage and provide prompt answers / solutions to any issues.

All drivers and Supervisors must undergo a physical examination and a criminal background check before providing the transportation services. This should be updated on a yearly basis. The Provider shall be responsible for the costs of the physical examination and criminal record check.

During the school year, the Provider is requested to conduct drug and alcohol tests in cooperation with the local police authorities (driver and supervisor) every month. The Provider is also requested to conduct random alcohol tests to at least 5 drivers each day.

The Provider is requested to verify and control in a strict manner that driver / onboard staff are not carrying any guns, bladed weapons / sharped instruments or any explosives. If substances or guns are found, the driver involved AND onboard staff shall be immediately and permanently forbidden from being involved in the provision of Transportation Services for LFIB Students. Provider shall accordingly revise the Driver / onboard staff shift records and make it available to LFIB.

All drivers must have a valid Thai driving license. Provider shall have a record available for the LFIB which includes the names of all personnel, to be updated in case of any change.

As a general rule, it is the Provider's responsibility to ensure that all of his personnel are informed of all policies and rules they have to follow. The provider's internal regulations must procedures and include sanctions in cases where his staff members infringe the rules. In grave cases, such as acts of violence towards others, the Provider must be ready to dismiss the staff member if found at fault.

12. Safeguarding

The Provider shall provide to the LFIB his Safeguarding Policies explaining the company's culture and procedures on child protection issues:

- Code of conduct for staff,
- Student behaviour management inside buses, expected student behaviour, incident management, etc.
- Safeguarding relay person
- Complaints management procedures
- Staff training
- Safer recruitment (vetting form to be submitted to the school certifying that background checks were conducted on all personnels)

13. Local regulation (Buses / students transportation)

The Provider shall be held solely responsible for the compliance with all rules, regulations and Thai laws related to school bus services. Provider must constantly monitor any change or amendment to such rules, regulation and laws for necessary adjustment. LFIB shall not be held responsible whatsoever for any violation of the rules, regulations and laws related to such services. However, if a new law or regulation significantly affects the service operations, the Provider shall inform LFIB.

14. Transportation insurance

The Provider shall obtain appropriate accident and life insurance coverage for all types of accidents for the duration of the services.

15. Communication to Parents

The Provider shall do his utmost to inform Parents about problems related to school bus services (delays / incidents...) in a timely manner and by appropriate means. Any contact information provided by the families is to be kept strictly confidential (e.g., **no line group chat** for official messaging as different members of the group can be identified).

The following information / communication channels to the Parents are recommended:

- App available on smartphone to track the location school bus of their child/Student live. This shall include information on departure time, roadmap and arrival notification. An interface also allowing this on a browser would be a plus.
- Hotline service for (open during reasonable hours, covering at least pickup, drop off and school working hours).
- Email of available contact person (on-site coordinator) to be able to answer / clarify in English / Thai / and French (recommended).

16. Specific features

- Regular information report to Parents and to the Transport Commission (newsletter to include topics relevant to current events, consolidated statistic, news, readiness, or other...)
- Lost and found service
- Clear Protocol for managing issues that may arise (between students onboard as well as issues related to personnel)
- Clear Child Protection rules and protocols, which can be audited during the year.
- Provider to Participate during LFIB open house events (company booth and staff to provide information) and other events as requested by LFIB to promote the school to potential new families.
- Insurance coverage (details of coverage plan to be communicated)

17. Responsibility of Provider

Responsibilities of the driver and monitor:

- Under all circumstances the driver remains in compliance with the traffic regulations and ensure the safety of transported Students.
- The monitor ensures that all Students fasten their seatbelt and help the young students to do so before the departure of the vehicle.
- The monitor sits between beside the vehicle door.
- The monitor can assign the seat for Students if he/she considers it necessary. As a general rule, students of different age groups should be separated, unless they are part of the same family and young Students must generally be seated in front. This ruled can be altered for medical reasons or if student behavior requires so.
- The monitor ensures that pickup times are respected. He waits two (2) minutes after the specified time and then asks the driver to leave to the next pickup address. The monitor informs the supervisor if the school bus falls behind schedule so parents can be informed.
- The monitor shall not authorize a Student to leave the school bus before arrival at the LFIB or at the home address. The monitor reminds Students to stay seated with fastened seatbelt.
- The monitor ensures that all Students behave properly and report to the supervisor in case of misconduct or any other incident.
- No physical intervention by the monitor is allowed in any event, even in case of misconduct. Only exceptions would be to help the Students to safely put their seatbelts or to help Students with a health issues (vomit bag, crutches, etc.)
- On the way back home, the monitor ensures that Students of the kindergarten and CP are met by a Parent or an authorized person in possession of a copy of the school card copy and who must sign a boarding list.

The Supervisors should be able to handle basic levels of English communication to manage the tasks under their responsibility.

18. Absence of Parent at pick-up

In case of absence of the Parent or authorized person, the monitor calls the supervisor to report. The supervisor contacts the Parents according to details submitted during registration or later modifications. If no one can be contacted or is able to pick up the Student within a reasonable amount of time (currently set to 5 minutes), the supervisor will authorize the monitor to proceed to the next drop-offs. Students remain in the responsibility of the Provider until they are brought home or handed to the parents. Registration and enrolment information should be sent to the Provider by the Parents.

19. Price policies

The Provider shall define price policies that may include

- registration fee (possibly non-refundable but payable only upon first registration)
- possible discount for second, third or fourth Student from the same family
- renewal of contract with Parents
- any reimbursement conditions and amounts in case of cancellation of service

Note: Any increase in price or cost for additional services for whatever reason should be notified and approved in advance.

20. Registration and enrolment to Provider by Parents

Provider to define price policies and financial rules as follows:

- Unique one-way fee per Student per year or by zones (morning)
- Unique one-way fee per Student per year or by zones (afternoon, if different)
- Unique roundtrip fee per Student per year or by zones (including morning and afternoon trips)
- Transfers to the MRT or BTS, pricing in case of a single trip to the LFIB, if authorized by the Parents of that Student
- Payment rules (pre-order, registration fee, discount policies)
- Accepted Methods of payment, if possible, including funds transfers from abroad in foreign currency
- Nonpayment policies
- Reasonable amount for deposit upon registration, refundable, if necessary
- Consideration and refund method in case of long closure of school in case of Force Majeure (e.g.: COVID-19 restrictions as per Bangkok Metropolitan Administration or local authorities) or medium to long term sickness of a Student or if a Student leaves the school.

Note: The AEFÉ may award scholarships to families based on social criteria. This would also include financial assistance for school transportation. In these cases, the amount awarded by the French government would be paid to the Provider via the school. The Provider and the school would coordinate with each other to confirm the names of students under scholarship as well as the amount of financial assistance. If the scholarship does not cover all of the transportation fees, the balance is to be paid by the family. The Provider needs to be able to manage this specific situation in regards to accounting follow-up.

21. Force majeure / Crisis management

Provider is to define the consequences in the event of Force Majeure.

Event of Force Majeure means any event beyond reasonable control of Provider including events as severe weather and other natural disasters, wars, riots, strikes, demonstrations, acts of terrorism, chemical or biological contamination, epidemic or pandemic, compliance with any law, decree, rule

or directive of government and local authorities which prevents the Provider from complying with any of its obligations under the Agreement.

Provider to act with reason and prudence to minimize the effects of Force Majeure.

Provider cannot be held responsible for the performance of its obligations as long as these are prevented by Force Majeure.

Provider follows any safety instructions that LFIB may have to decide regarding trip organization and any site parking or building concerns.

As example but not limited:

- Limited number of Students allowed in the buses
- Distancing time arrival of buses (to limit overcrowded place during high risk of insecurity)
- Modification of arrival access zone
- Coordinate with LFIB to adapt in an efficient way buses organization

22. Termination of agreement

In the following events, LFIB shall have the right to immediately cancel or terminate the Agreement by giving the Service Provider a written notice:

- The Service Provider or a member of its personnel has been found by the court to be guilty of a criminal offense
- The Service Provider fails to observe the terms and conditions specified in Annex I and Annex II and is unable to rectify the situation within a reasonable period of time indicated in LFIB's written notice.
- The Service Provider or a member of its personnel has inappropriate behavior, which LFIB deems impertinent to the safety of LFIB Students or may involve LFIB in a legal problem under the Thai Laws, and the Service Provider is unable to rectify the matter within a reasonable period of time indicated in LFIB's written notice
- The Service Provider or a member of its personnel causes either physical, emotional or property damage to a Student, Parent or a family member of the Student.

Note: The Provider cannot terminate the agreement unilaterally before the end of the ongoing school year. The effective date of any termination of agreement shall be discussed by both parties before being communicated to Parents.

In case of a Force Majeure event, mentioned in clause 19 during the term of the Agreement, that prevents the provision of the services during more than 30 days, LFIB shall have the right to immediately terminate the Agreement without prior notice given to the Service Provider. The termination of the Agreement gives the Parents right to terminate the Services with immediate effect.

In the event that a Party to this Agreement fails to comply with or breaches any term of the Agreement, the other Party shall have the right to terminate the Agreement with no ensuing liability or adverse impact by giving a written notice of the termination to the defaulting party and shall be entitled to claim damages from the defaulting Party.

In the event that any term or provision of the Agreement is in conflict with the laws, ineffective or unenforceable, such conflict, ineffectiveness or unenforceability shall be limited to the said term or provision only. They shall not affect the remaining terms or provision of the Agreement shall not be affected thereby.

Any matter related to this agreement that has not been specified in this Agreement shall be enforceable under the relevant Thai laws to such matter.

Any amendment, appendage or abridgement to the term or statement of this Agreement is feasible upon mutual agreement executed by both Parties in writing.

Both Parties mutually agree that all provisions of this Call for Proposals shall be kept confidential.

Both Parties mutually agree that this Call for Proposals and the Agreement shall be enforced and interpreted in accordance with the Laws of Thailand.

In the event that any Party wishes to exercise the right to refer a dispute related to this Agreement to a court for arbitration, both Parties agree to exercise such right in a Thai court under the jurisdiction prescribed by the laws of Thailand.

However, both Parties mutually agree, before to exercise such a right, to moderate conflict, propose alternative and deploy a mediation plan that can offer both Parties acceptable closure.

23. Documents to be produced

Provider to prepare

1. Company profile / Reference
2. Staff reference (management and key persons) / Organization chart dedicated to LFIB scope (with nominated key persons)
3. Buses / van type models which are planned to be used
4. Insurance / technical control report / relevant data (available on request)
5. Communication tools / application (available to mobile / notebook) to be used
6. Trip / Route organization (typical coverage based on existing clientele)
7. Zone by bus / Typical route / expected time ...
8. Default Bus schedule (morning Trip - return Trip) and plan for schedule control
9. Management plan for vehicle maintenance
10. Pricing policy (prices as per trip / timetable / zone) **see annex III** for pricing format and options
11. Financial regulation/rules (please see above)
12. Training records (if any)
13. A protocol for managing issues
14. Transport policies (with section related to safeguarding policies as well as student behavior (including sanctions), communications, expected discipline between Provider, Parents and Students)
15. Implications in case of force majeure
16. Insurance coverage plan for the duration of the services.
17. School bus handbook (manual / reminder to parents to include sections as code of conduct, regulation, safety on trip, timetable, special provisions, FAQ, ...)
18. Any other items that Provider considers important (reference letter from school, appreciation from parents, awards, media coverage, satisfactory survey, indicators...).

24. Sustainability

With long term concern and environmental consideration, Provider to indicate his policies in terms of

- Waste treatment / Recycle approach
- Overall sustainable approach
- Ethical values
- Use of electric / hybrid / eco-friendly vehicles
- ...

25. Agreement duration

In accordance with the agreement, the Provider shall offer its transportation services directly to the families for a duration of three (3) schoolyears with two (2) optional one-year renewals (3+1+1). Prior to expiration of each term, the Agreement can be renewed automatically under the same terms and conditions unless either Party provides notice to the other Party ninety (90) days in advance of the renewal date stating that the party wishes to discuss modification of terms or not renew.

In no case the transport commission or LFIB is a party to an agreement between the Provider and the families of LFIB students. Service Provider shall conclude a separate contract for the Transportation Services of each LFIB student with a Parent.

In case of Student leaving the School for the remaining part of the school year Service Provider shall reimburse pro rata temporis the transportation fees already paid. A notice period of one (1) month shall be required.

26. Performance of Services

The Transport Commission shall review on a quarterly basis an activity report prepared by the Provider. The same commission shall coordinate with the Provider to ensure proper execution of the services of the provider in case an improvement is needed for proper performance and obligations. The Transport Commission can conduct evaluations and satisfaction surveys regarding the School bus Services from Parents (see ANNEX IV). Such evaluations shall be carried out at least once every school year.

27. Award Criteria

	Criteria	Ratio
1	Quality of services (buses, equipment and technology, personnel training and performance, availability, geographical coverage, insurance, flexibility, individual agreement template for transportation services...)	30%
2	Pricing policies and financial rules	30%
3	Safety and child protection measures (prevention and remediation)	15%
4	Overall Coordination plan (daily management, issue management, communication, follow up with LFIB / Transport Commission / Parents)	18%
5	Language and communication skills of the personnel	5%
6	Overall Sustainability management	2%

28. Confidentiality

Both Parties agree to keep confidential all information disclosed in the framework of this Call for Proposals. The confidentiality clause is in force between the Parties until the end of August 2024. Before Site visits the Provider agrees to sign a non-disclosure agreement with the LFIB.

29. Governing Law and Jurisdiction

This CFP and the Agreement shall be governed and construed in accordance with the laws of Thailand. The Parties consent to exclusive jurisdiction of courts of Bangkok.

30. Submitting proposals

Proposals must be sent to LFIB electronically. Electronic copies shall be sent to schoolmanager@fib.ac.th. Proposals submitted to another e-mail account will be excluded from the procedure.

If necessary, it is possible to submit the proposal in paper hardcopy. These can be sent by post or hand delivered to the school's address:

Lycée Français International de Bangkok

Isadore Reaud

498, soi Ramkhamhaeng 39 (Thep Leela 1), Wangthonglang, Bangkok 10310

ANNEX I – Bus/van specifications

- All vehicles are clean and safe and in proper working condition. It is recommended for vehicles not to be more than 7 years old to ensure the safety of the students
- At least nine (9) sitting places in the back: eight (8) places for students and one place for staff accompanying
- Air conditioner
- Three-point – retractable seatbelts for all seats (in good working condition)
- Fire extinguisher with easy access from driver’s seat
- Window hammer
- Mobile phones (driver and accompanying staff)
- “School bus” signage in Thai (รถโรงเรียน)
- Vehicle assigned number without the word LFIB
- A dashboard-type camera. Records to be kept securely by the Provider for 1 year, or the maximum duration allowed by Thai law.
- Two CCTV-type cameras filming the passengers (optional) from 2 different angles to reduce blind spots (front and back of the cabin). Records to be kept securely by the Provider for 1 year, or the maximum duration allowed by Thai law.
- A screen/monitor showing the CCTV recording
- Drinking water
- First aid kit
- Hydroalcoholic liquid/gel for cleaning hands
- Spare Mask for staff and driver
- Proper type of vehicle registration as per Thai law
- GPS system to locate and track vehicles and students’ route with a secured application for parents. A third-party access should be made possible for LFIB to use in case of emergency.
- Sufficient gas to enable transport without having to stop at gas station along the way
- Tainted windows or Curtains to reduce heat

ANNEX II – Provider’s personnel

1. Manager (dedicated to LFIB Transport Service)

1.1. Qualifications:

- Minimum 25 year of age
- Minimum 4 years of experience in a similar position
- No criminal record
- Ability to communicate with ease in English and Thai. The ability to communicate in French will be considered as a plus.
- Having authority and responsibilities inside the Provider’s overall company chart

1.2. Duties / Responsibilities:

- Is responsible for the overall implementation of operations and for following all clauses of the contract with LFIB.
- Is responsible for the contracts with parents.
- Available to call and respond to Parents and provide all necessary information about trip schedules, organization and contracts with parents (during office time).
- Controls and submits the reports submitted to LFIB.
- Participation in quarterly meetings with Transport Commission, to discuss accuracy of service, relation with parents, students / drivers / staff cooperation, safety, comfort / quality of trip, specific events or incidents, overall policies.

2. Site Coordinator

2.1. Qualifications:

- Minimum 25 year of age
- Minimum 2 years of experience similar position
- Fluent English / Thai speaking (French optional but recommended)
- No criminal record
- Be in good health (yearly examination record)

2.2. Duties / Responsibilities:

- Be present on the site during critical transport times (morning and afternoon).
- Coordination bus arrival / departure daily with LFIB
- Supervision of Provider’s team at the school site
- Coordinate with LFIB, SISB and Wangthonglang police to manage student pick-up and drop-off in order to make traffic as fluid as possible in the area surrounding the school
- Any other local coordination with LFIB and the police
- Addressing any issue with neighbours related to the Provider’s operations
- Wear uniform / staff identification badge when on-duty
- Regularly receive child protection and safety training, to be attested by a certificate.

3. On-line coordinator (hot line):

3.1. Qualifications:

- Minimum 25 year of age
- Minimum 2 years of experience similar position
- No criminal record.
- Fluent English / Thai speaking (French optional but recommended)

3.2. Duties / Responsibilities:

- Available to call and respond to Parents and provide all necessary information about trip schedule, organization and contract (during office time)
- Regularly receive child protection and safety training, to be attested by a certificate.

4. Driver

4.1. Qualifications:

- Professional driver with license (minimum 5 years or service)
- Criminal record checked, at time of recruitment and to be updated each year
- Minimum 25 years of age with police certificate, maximum 65 years old
- Be in good health physically and mentally, including yearly health examination record, including eyesight
- Completed all training required by the ministry of transport
- Having read, understood and signed any safety and transportation rules and the Provider's company code of conduct
- Wear uniform / staff identification badge when on-duty
- Regularly receive child protection and safety training, to be attested by a certificate.

4.2. Duties / Responsibilities:

- All drivers must drive carefully in compliance with the laws and traffic conditions. Student safety should take priority over any other issue.
- Drivers must be able to follow their assigned route and know how to navigate well in Bangkok.
- Any driver who fails to follow the company's regulations or fails at their duties will be immediately forbidden from driving for LFIB in the future (the accompanying supervisor will be investigated and can be forbidden from accompanying any driver in the future if found at fault).
- The driver shall never walk away from the school bus while there are Students inside.
- In case of accident or breakdown, the driver shall follow the procedure or instructions from supervisors and coordinators.

5. Onboard supervisor / monitor

5.1. Qualifications:

- Must be female (the LFIB will not accept any male supervisors onboard)
- Minimum 2 year of experience in a similar position,
- No criminal record with police certificate, at time of recruitment and to be updated each year
- Minimum 21 years of age, maximum 65 years old
- Be in good health physically and mentally, including yearly health examination record.
- Must have Thai language writing and reading skills,
- Must be willing to use English or French in their work, to manage basic conversation about travel distances, illness symptoms, etc.
- Completed the ministry of transportation's training as required
- Having read, understood and signed any safety and transportation rules and company code of conduct
- Wear uniform / badge when on-duty
- Regularly receives child protection training, attested by a certificate.

5.2. Duties and responsibilities:

- Oversee Student safety from the time of pickup to the completion of the trip
- Comply with any safety instructions and rules communicated to the provider by LFIB
- Inform their supervisor of any problem or incident which incurred during the transport
- No physical intervention by the monitor is allowed even in case of misconduct. Only oral interventions are permitted. The supervisor shall never walk away from the School Bus while there are Students in the School Bus.
- In case of accident or breakdown, the supervisor follow the procedure or instructions from coordinators.

ANNEX III – Transport Fee schedule

In addition to detailed pricing policy (see section 17), Provider to present data as per below table.

		Fee from / to Home	Fee from / to MRT	Fee from / to BTS	Remarks
Regular Roundtrip service	Yearly				
	1 st Term				
	2 nd Term				
	3 rd Term				
Regular One-way Trip (morning) service	Yearly				
	1 st Term				
	2 nd Term				
	3 rd Term				
Regular One-way Trip (afternoon) service	Yearly				
	1 st Term				
	2 nd Term				
	3 rd Term				

Extra transportation service

Upon request from their parents, LFIB Students can exceptionally board a school bus they were not planned to ride when a seat is available in the bus, as long as it does not disrupt the bus schedule.

A parent can exceptionally board in the same school bus as his/her student when a seat is available in the bus, as long as it does not disrupt the bus schedule and as long as no parent has expressly notified his/her refusal that any other adult takes place in the school bus.

STUDENT/ PARENT	Fee from / to Home	Fee from / to MRT	Fee from / to BTS	Remarks
1 One way trip morning				
1 One way trip afternoon				

ANNEX IV – School transportation services evaluation form

QUALITY OF SERVICES	Exceeds Expectations	Meets Expectations	Needs Improvement	Unsatisfactory
Cleanliness of interior and exterior of vehicle				
Safe driving				
Performance and quality of the Personnel (language skills, appropriate dress and behavior with the students, discipline maintenance)				
Positive communication with Students, Parents, and LFIB				
Daily management of the services				
Issues management				
Follow-up and cooperation with Transport Commission				
Reporting of accidents and incidents				
Daily schedule maintenance (On time in morning and afternoon)				
Management of invoicing and other administrative tasks				
Compliance with traffic regulations and safety of Students				
Compliance with bus specifications				
Lost and found service				
Consideration of local forecast. special arrangements and traffic adjustment				
Quality of communication with Parents (replies to enquiries and requests)				
Crisis management				
Overall performance of the services				
Value for money, pricing and invoicing schedule				
Other factors impacting the performance of the Services				

ANNEX V – Non-Disclosure Agreement

PARTIES:

- (1) **Lycée Français International de Bangkok**, based at 498, soi Ramkhamhaeng 39, Thep Leela 1, Wang Thonglang, Bangkok 10312 (the “LFIB”); and
(2) _____, based at _____ (the “Service Provider”).

1. Definitions

In this Agreement:

- “NDA” means this non-disclosure agreement and any amendments to it;
“Confidential Information” means any information disclosed by the Parties to the other Party before the end of the Term (whether disclosed in writing, orally or otherwise) in the framework of the Call for Proposals regarding School Bus Services for LFIB Students that at the time of disclosure:
(i) was marked as “confidential”; or
(ii) should have been reasonably understood by the Recipient to be confidential;
“Recipient” means the Party receiving the Confidential Information from the other Party.
“Term” means the term of this non-disclosure agreement.

2. Term

This Agreement will come into force on the date of its execution and will continue in force until 5th July 2029, unless terminated earlier in accordance with clause 4.

3. Confidentiality obligations

3.1 The Recipient agrees and undertakes:

- (a) that it will keep all Confidential Information strictly confidential and will not disclose any part of it to any other person without the other Party’s prior written consent;
(b) that it will use the same degree of care to protect the Confidential Information as it uses to protect its own confidential information of a similar nature, being at least a reasonable degree of care; and
(c) that it will act in good faith at all times in relation to the Confidential Information.

3.2 Notwithstanding Clause 3.1(a), the Recipient may disclose the Confidential Information to its officers and employees who are bound by a written agreement to protect the confidentiality of the Confidential Information.

3.3 This Clause III imposes no obligations upon the Recipient with respect to Confidential Information which:

- (a) is known to the Recipient before disclosure by the other Party, and is not subject to any obligation of confidentiality; or
(b) is or becomes publicly known through no act or default on the part of the Recipient.

4. Termination

4.1 Each of the Parties may terminate this NDA forthwith at any time by giving written notice of termination to the other Parties.

4.2 Upon and following termination of this NDA:

(a) Clause 5.3 shall continue to apply; and

(b) the provisions of Clause 3 shall continue to apply in relation to Confidential Information disclosed before the end of the Term.

4.3 Termination of this NDA will not affect either party's accrued rights as at the date of termination.

4.4 Subject to Clauses 4.2 and 4.3, upon termination, all the provisions of this NDA will cease to have effect.

5. General

5.1 If a Clause of this NDA is determined to be unlawful and/or unenforceable, the other Clauses of this NDA will continue in effect.

5.2 This NDA may not be varied except by a written document signed by or on behalf of each of the Parties.

5.3 No party may without the prior written consent of the other Parties assign, transfer, charge, license or otherwise dispose of or deal in this NDA or any rights or obligations under this NDA.

5.4 This NDA is made for the benefit of the Parties and is not intended to benefit any third party or be enforceable by any third party. The rights of the Parties to terminate, rescind, or agree any amendment, waiver, variation, or settlement under or relating to this NDA are not subject to the consent of any third party.

5.5 Nothing in this NDA shall exclude or limit any liability of a Party for fraud or fraudulent misrepresentation, or any other liability which may not be excluded or limited under applicable law. Subject to this, this NDA constitutes the entire agreement between the Parties in relation to the subject matter of this NDA, and supersedes all previous agreements, arrangements and understandings between the Parties in respect of that subject matter.

5.6 This NDA will be construed in accordance with the laws of Thailand; and the courts of Thailand will have exclusive jurisdiction over any claim or matters arising under or in connection with this NDA.

LFIB

SERVICE PROVIDER

Isadore Reaud
School Manager