

INVITATION TO TENDER

FOR

SCHOOL BUS TRANSPORT SERVICES



TENDER INVITING PARTY: LYCEE FRANCAIS DE KUALA LUMPUR HENRI
FAUCONNIER BERHAD
(also known as the FRENCH SCHOOL OF KUALA
LUMPUR)

ADDRESS: 34, Jalan Dutamas Raya
Segambut
51200 Kuala Lumpur
Wilayah Persekutuan

CLOSING DATE & TIME: 14th April 2023 at 4:00 PM

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1. Background

1.1. Lycée Français de Kuala Lumpur Henri Fauconnier Berhad

Lycée Français de Kuala Lumpur Henri Fauconnier Berhad or locally known as the French School of Kuala Lumpur (hereinafter called LFKL) is a structure jointly managed by a board of elected parents and a team of professionals affiliated to the Agency for French Education Aboard (AEFE) for which the school has a signed convention.

The French School of Kuala Lumpur is launching a tender destined to local School Bus Transport companies (hereinafter called Tenderer or Bus Operator), being able to cover and comply with its needs and requirements.

The French School has 644 students (as of January 2023) enrolled from kindergarten through final year. It is one of the major expatriates' schools within the educational community of Kuala Lumpur and is a key player in the French presence in Malaysia.

The school is also currently in discussion with the German School of Kuala Lumpur (DSKL) to have their students moved to LFKL campuses under the LFKL DSKL Project. The project is currently at the conception and planning stage and is expected to be fully or partially realized in January 2024. Currently DSKL have 170 students enrolled for school year 2022-2023 from kindergarten to high schools.

1.2. Business volume

Currently the school have agreements with 4 different school bus transport companies providing services to 413 students (as of January 2023) over five days - Monday, Tuesday, Wednesday, Thursday and Friday from the residential areas in the Klang Valley namely Dutamas, Mont Kiara, Hartamas, Bangsar, Bukit Damansara, Bukit Tunku, KLCC Ampang, Sentul, Desa Park, Sungai Buloh, TTDI and Petaling Jaya.

1.3. Age Group

The composition of LFKL students is divided into the following age groups:

Kindergarten	: 3 to 5 years	(Kindergarten level TPS/PS, MS, GS)
Lower Primary 1 st and 3 rd grade	: 6 to 8 years	(Elementary level CP, CE1, CE2)
Upper Primary 4 th to 5 th grade	: 9 to 10 years	(Elementary level CM1, CM2)
Lower Secondary 6 th to 9 th grade	: 11 to 14 years	(College 6 ^{ème} , 5 ^{ème} , 4 ^{ème} , 3 ^{ème})
Upper Secondary 10 th to 12 th grade	: 15 to 17 years	(Lycée 2 ^{nde} , 1 ^{ère} , Terminale)

2. BUS OPERATOR TENDER CONDITIONS

2.1. Contracting Authority and Person in Charge

The contracting authority for this tender is the school Board of Directors presided by its president, Mrs. Muriel Metivet who has the authority to sign and renew contracts pertaining to work or services provided to Lycée Français de Kuala Lumpur Henri Fauconnier Berhad (LFKL), 34 Jalan Dutamas Raya, 51200 Kuala Lumpur.

The persons in charge of this tender are listed as follow:

Mr. Visal Kaing
Administrative and Finance Director
Tel : +603 6250 4415 ext 105
Email : visal.kaing@lfkl.edu.my

Ms Suan Ee Wagner
Operation Manager
Tel : +603 6250 4415 ext 108
Email : suan.ee.wagner@lfkl.edu.my

2.2. Duration of the Contract

The duration of the contract is specified for a fixed period of three years. At the end of the three years, LFKL can renew the contract for a first period of one year, then for a second period of one year, for a total duration of five years maximum.

2.3. Language

All tender documents must be submitted in English language.

2.4. Currency Unit

The currency unit of the tender shall be Malaysian ringgit (MYR)

2.5. Pricing, Billing and Collection of Payment

The price of the tender is calculated on the transport fare basis (refer to Appendix A – School Bus Transport Services Tender / Fare List Form. A list of the Tenderer's proposed 'Bus Route and Bus Fare for parents including the extra curriculum activities shuttle bus from Hevea to LFKL for School Year 2023/24' must be attached together with this form).

Prices indicated above are fixed for the duration of the contract subject to revision only after negotiation with LFKL on a yearly basis, based on 70% of the Annual Consumer Price Index (Headline Inflation) issued by the Government of Malaysia.

The Bus Operator will invoice the families and collect the fares from the families directly. The school will not consider any offer not fulfilling this criterion.

2.6. Tender Procedure

2.6.1. Timeline

The key dates for this tender are as follows:

Actions	Dates
Date of Publication of Invitation	Thursday 9 March 2023
Deadline for Submission of Questions and Non-Disclosure Agreement	Friday 31 March 2023
On Site Visits and Q & A	Period 27 March – 7 April 2023
Tender Closing Date and Time	Friday 14 April 2023 at 04:00 PM
Information of the Awarded Tenderer	Wednesday 10 May 2023 at 11:00 AM
Signing of Contract	Wednesday 31 May 2023

Operation Start Date	Monday	4 September 2023
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2.6.2. Withdrawal of Tender Dossier

The tender documents will be available starting Thursday, 9 March 2023 on the website of LFKL via the link below:

<https://www.lfkl.edu.my/tender/>

2.6.3. Visits, References, etc

Visits to the campus, bus parking areas and office, etc. can be organized and are strongly recommended. They will take place between 27 March – 7 April 2023, by appointment with LFKL by contacting Ms Suan Ee Wagner at suan.ee.wagner@lfkl.edu.my

2.6.4 Submission of Tenders

The tender documents must be submitted no later than **Friday, 14th April 2023 at 04:00 pm, Kuala Lumpur time**, either through registered post to the address below, or hand delivered physically in person to the operation manager, Ms Suan Ee Wagner.

Lycee Francais de Kuala Lumpur
Attention : Ms Suan Ee Wagner
34 Jalan Dutamas Raya
51200 KUALA LUMPUR

Please take note that 2 hard copies are expected. Candidates are also requested to send the same materials by email to suan.ee.wagner@lfkl.edu.my

Verbal, telephoned or electronically submitted proposals will not be entertained.

2.7. Tender Content Requirements

- Herein attached as Appendix A, the School Bus Transport Services Tender / Fare List Form to be completed, signed by authorized representative of the company and affix company chop.
- Herein attached as Appendix B, the Non-Disclosure Agreement to be signed, dated and sent before 31st March 2023.
- Herein attached as Appendix D, the Bus Rates Calculation Chart
- Herein attached as Appendix E, the Bus Operator's Fleet of Vehicles
- A draft copy of the Tenderer's Standard School Bus Transport Service Contract with the school
- A draft copy of the Service Level Agreement
- A draft copy of the Tenderer's School Transport Application Form and Handbook to be reviewed and approved by LFKL
- A detailed company profile that includes statements in regard to the company's capabilities in providing school bus transport services, current and past experiences, accreditations, certifications, awards and other external recognitions.
- Certificate of Registration / Business License / Form 9, Form 24 and Form 49 of the Company.
- Proposed organization chart for transport service staff at LFKL, supporting staff at Headquarters and company policies and practices for handling employees' illnesses and absences especially the school bus drivers

- Permits, certifications and licenses connected to the school bus transport services.
- Description of deployment plan between the date of award of tender and the first service
- Description of emergency procedure in case of breakdown or accident
- Sample of communication mail to parents for registration/engagement of bus service at the beginning of school year
- Any other relevant document.

2.8. Tender Selection Criteria

Candidates who do not meet the legal requirements will be disqualified immediately. Company must have a good track record, preferably more than 10 years of experience with school and have strong financials and manpower (refer to Appendix C for Checklist of required documents). Only the tender of the companies that fulfill the above requirements will be assessed based on the followings (weighting):

➤ Fares	65 %
➤ Bus Specifications outlined in Item 3.3	15 %
➤ Service Level outlined in Item 3.1	15 %
➤ Billing and payment	5 %

Once the candidates have been ranked according to the final grade, the tender committee will select the successful bidder

LFKL reserves the right to meet with one or more candidates if more details are needed to assign a rating, prior to contract award.

2.9. Tender Committee

The tender committee is composed of:

- The Headmistress
- The Administrative and Finance Director
- The Primary School Director
- The Operation Manager
- The Student Counselor Head
- At least one member from the bus service department
- At least one member of the Board of Directors of LFKL
- At least one parent of LFKL
- One member of the Board of Directors of DSKL (German School of Kuala Lumpur)
- One member of the management team of DSKL
- One parent of DSKL

2.10. Contract Award

The selected tenderer will be informed in writing, with a letter of award.

2.11. LFKL DSKL Project – Amendment of Contract

Upon the completion and realization of the LFKL DSKL Project, the Bus Operator must extend its school transport services to the German School of Kuala Lumpur. This extension of service might require amendment in certain aspects of the existing contract. This amendment will be discussed and agreed to by both parties before implementation.

2.12. Termination of Contract

The contract will be terminated at the end of the 3 years period. If both parties decide to renew the contract for another year, and subsequently for another year again, a written approval from the Board of Directors of LFKL must be obtained at least 6 months in advance.

If the Bus Operator fails to comply with the followings:

- one or more of the clauses specified in this document or the contract after the contract award
- the clauses outlined in the Service Level Agreement
- Persistent issues raised at the School Bus Committee that were not been address seriously

LFKL will provide a written notice of these non-compliances. If the Bus Operator does not rectify these non-compliances within 30 days of receipt of written notice, LFKL has the right to terminate the contract. The Bus Operator must remain in service until a replacement Bus Operator has been found.

2.13. Governing Laws

The contract shall be construed and take effect according to the laws of Malaysia.

3. TENDER SPECIFICATIONS

3.1. Description of Services Required

- Service 400 students (as of today's registered bus users), as early as September 2023. The number of bus-user students can increase or decrease in the beginning and throughout the school year.
- Perform a "Door to Door" service (excepted if access to the students' residence is not reasonably possible if traffic or road conditions cannot allow it). Arrival of the buses at school in the morning should not be earlier than 7.30am and later than 7.50am.
- Bus departures from school are expected in the afternoon, at 2.45pm, 4.30pm, 5.30pm and 6.30pm for Monday, Tuesday, Thursday and Friday and at 12.30pm and 2.30pm on Wednesday.
Kindly take note that in the future, there might be classes till 6.30pm on Wednesday.
- Around September/October and January/February, students will have their afternoon schedule changed due to their participation of extra-scholar activities, which will modify the distribution of students between the 2.45pm and 4.30pm bus (for primary) and the 4.30pm and 6.30pm bus (for secondary) services on Monday, Tuesday, Thursday and Friday and between 12.30pm and 2.30pm on Wednesday.
- Provide shuttle bus service for students enrolled for extra curriculum activities students from Hevea to LFKL at 2.45 pm on certain days (depending on the activities and during the activities session)

- Handle all registration communications / agreements / rules and regulations requirements with the parents directly. The Parents who wish to register their child(ren) to the bus service will sign an individual contract with the Bus Operator, which terms reflect the overall conditions and basis discussed and agreed with LFKL beforehand.
The Bus Operator shall be entitled to set its own school bus rules and regulations for the students, subject always to LFKL's prior consent, which will not be unreasonably withheld if the rules and regulations are not oppressive or unreasonable.
- Handle all daily communication and request for change due to absenteeism, relocation, etc with the parents directly.
- Undertake the billing and collection of the school transport fares: the Bus Operator shall collect fares in respect of the transportation services provided, directly from the parents of the students. Likewise, invoices and receipts in respect of transportation services will be issued by the Bus Operator directly to the parents of the students.
- Collaborate with school support team (vie Scolaire, etc) for smooth operations of the daily bus service
- Bus tickets for non-registered students: This does not constitute an absolute request by LFKL. It is mostly an optional commodity that could be put in place if the Bus Operator feels comfortable with the concept and agrees upon it. Arrangement and payment of the tickets must be made directly to the Bus Operator

3.2. Operational Details

3.2.1. Number of Sites

- The school is divided into 2 sites located at the following addresses:

Hevea Site : No 5, Jalan Dutamas Dahlia 5, 51200 Kuala Lumpur

➡ Kindergarten and lower primary students

LFKL Main Site : No 34, Jalan Dutamas Raya, 51200 Kuala Lumpur

➡ Upper primary and all secondary students

(Both sites are located within 3 minutes by foot and 2 minutes by car of each other)

- The organization of the two sites is up to the Bus Operator.
- The current organization is as follows:
In the morning, the school buses will start picking up the students from their domicile around 6.40am to 7.00am. They will drop the upper primary (CM1 and CM2) and all secondary (College and Lycée) students first at LFKL campus, then proceed to Hevea to drop the kindergarten and lower primary (CP, CE1 and CE2) students.
In the afternoon, the journey is inverse, the school buses will be stationed at Hevea's car park before the school ends at 2.30pm (Wed at 12.00 noon). When school ends, the drivers will gather the students at the playground and bring the students to their buses. The buses will then leave together to go to LFKL to pick the upper primary and

secondary students before heading to their respective routes to drop the students at their domicile.

- Note: The visit of both sites by the Tenderer is highly recommended before any Q & A by the Tenderer.

3.2.2. Number of Operational Days

- Number of days of transport service per school year is around 180 days or 36 weeks from the beginning of September to the end of June or beginning July of the following year (refer to Appendix F for the school calendar 2022-2023).
- The full school year is divided into 3 terms: September to December, January to March and April to end June/early July.

3.2.3. Number of Buses and Areas Served

- The type of school bus used is up to the Tenderer. However, as both sites are located at a dead end of the road, the usage of big buses (over 40 seaters bus) on a daily basis is almost impossible due to lack of space to maneuver.
- Currently the service providers engaged by the school to provide the transportation service to the students use vans (with a maximum capacity of 11 to 13 seats) and minibuses. (refer to Appendix G for details of number of vans for each area)
- As of January 2023, there are altogether 34 vans servicing the following areas: Dutamas, Publika, Nusantara, Mont Kiara, Desa Sri Hartamas, Bukit Tunku, Bukit Damansara, Bangsar, KLCC, Ampang, Desa Park, Sentul, Sungai Buloh, TTDI and PJ.

3.3. Buses Specifications

The Bus Operator is expected to conform to the following standards:

- All buses must be recently manufactured (12 years old maximum), in good working mechanical conditions, and well-maintained appearance. LFKL expects the Tenderer to invest in new vehicles and upgrade its fleets for the comfort of the students
- All buses must pass the Puspakom technical controls
- The Bus Operator shall keep the vehicles clean, tidy, roadworthy and in good working order and shall regularly carry out the necessary service, maintenance work and repairs on the vehicles, to ensure proper performance, and the best safety standards, at all times
- All accessories such as light blocks, wipers, rear-view mirror, seatbelts, etc... must be checked and repaired if needed, on a regular basis. Seats must be clean and comfortable. Air conditioning in buses must always be in excellent working conditions.
- Seatbelts must be installed on each seat destined to welcome a student.
- No extra seats that block the evacuation passage are allowed.

- No folding seats are allowed as these seats pose a major safety risk for the students in the event of an emergency stop or evacuation.
- Signboards of serviced areas (Bangsar, Damansara, Ampang, etc...) must appear clearly in front of each bus, for easy dispatching of students onboard when departing from school.
- No visible signs related to the school ie LFKL/Hevea logos, abbreviations, etc must be seen or displayed on the bus.
- Any added security features for example video surveillance, GPS tracking, etc that the Tenderer could provide or installed in the bus would be an added advantage.

3.4. Bus Fees and Rates Calculation

- Currently, there are four different rates related to different areas of service. The current rates appended as Appendix I can be found on LFKL website at the following address: <https://www.lfkl.edu.my/bus/>
- For this tender, the Tenderer will propose a list of fares for different areas for the parents and also propose a fixed fare for the Extra Curriculum Activities Shuttle bus from Hevea to LFKL.

The Bus Operator must consider the following conditions in regard to the rates offered to the parents of LFKL:

- Rates must be reasonably calculated per area of residence. An average kilometric rate per area must be considered for the calculation of the bus rates.
- Calculation of rates. The Bus Operator must indicate how the rates are calculated, by filling in the table provided. (Refer to Appendix D for Bus Rates Calculation Form. The Tenderer is free to propose another table if the rates are calculated using other methods). The objective of this table is to ensure the LFKL parents that the rates offered by the chosen Bus Operator are in line with the norm of the industry and at the same time provides LFKL with a justification in the event of queries from the parents.
- The Bus Operator must be ready to service for school trips/excursions, offering attractive/competitive prices for LFKL
- The Bus Operator may also consider the possibility of a decreased rate for families of "3 and more" children, which is currently practiced by LFKL. This does not constitute an absolute request by LFKL in this tender, however the Tenderer could provide this offer as an added gesture for the large families of LFKL
- In the event of any cleaning expenses incurred due to car sickness, stomach upset or any other pathological conditions of the students, the Bus Operator will bill the parents directly.
- The Bus Operator will also bill the parents directly for any material damaged caused by the students.

3.5. Billing

- The Bus Operator will issue invoice to the parent directly. The Bus Operator will also be in charge of collecting the fares directly from the parents of LFKL in respect of the transportation services provided.
- Due date for the 1st term payment must be 7 days after the start of the school as many parents will be away during the school holidays.
- Throughout the year, if no payment is made 7 days after the due date, the Bus Operator will issue a 1st reminder and if no payment is made after another 7 days, the Operator will then issue a 2nd reminder with a 10% penalty and a warning of discontinuation of service effective the following week.
- The duration of the deadline set in the invoices for any payments throughout the year must not be less than 14 days.
- All information pertaining to the billing and payment procedures must be clearly reflected on the Bus Operator's Registration Form and Handbook.
- Receipts in respect of the payment made will also be issued by the Operator to the parents directly. The Tenderer will be responsible for checking entries and recovery of the fares too.
- Due to the nature of the job of LFKL parents, arrival and departure to and from Malaysia during the school year are frequent and the Bus Operator must invoice the parents on a pro-rated basis. Any tender not fulfilling this condition will not be considered.
 - Pro-rata bills must be issued by the Bus Operator when a student registers after the start of the school year, automatically.
 - Pro-rata bills must be issued by the Bus Operator when a student stop using the bus service. Refund of the excess payment must be made to the parents, automatically.
 - Fees refund or invoice adjustments must be made by the Bus Operator after a student change his bus routine, ex: change of one rate formula to another, or move to a different serviced area, etc
- The Tenderer is free to propose whichever billing solution (online payment, card, cash, ewallet, etc) deemed the most relevant.
Currently the school is using CALMS Technology to issue cards to its students and staff. CALMS provides another alternative solution available to the Tenderer as an option to invoice the parents.
- The Caterer will commit to bill the parents on the basis of a fully rendered service. The Caterer will commit not to bill the parents in case of any events that affects the provision of service due to any acts of god, strikes, fire, pandemics, riot, lockouts or by any other causes which are beyond the reasonable control of the parties.

3.6. Responsibilities and Duties of the Bus Operator

The Tenderer must be able to justify his ability to service LFKL, by ensuring all relevant requirements and official documents are in place prior to the start of the service in September 2023. And as part of its duties towards LFKL and in order to certify the legality of its operation, the propriety and suitability of the vehicles and the competency of the drivers and admin staff

involved in the performance of its service, the Tenderer must be able to submit these documents to LFKL, if required:

1. Registrar of the Tenderer's Company from the Competent Malaysian Authority.
2. Bus Operator License to transport children in school buses issued by the Land Public Transport Commission (APAD) or relevant Competent Malaysian Authority. The Tenderer must undertake to abide by all applicable statutory requirements and regulations, in particular, the Road Transport Act. 1987. The Tenderer shall also ensure that all statutory requirements and regulations relating to the transport and conduct of students in public services vehicles are complied with at all times.
3. Ensure that there are enough fleet of vehicles to service around 400 students (estimate figure as of Jan 2023) in September 2023. To note also that the number of students can slightly increase or decrease during the school year. A list of the Bus Operator's fleet of vehicles (Appendix E) must be submitted together with the Tender.
4. Use only vehicles of the type defined as "school bus" or "bas sekolah" under the Commercial Vehicles Licensing Board Act, 1987 in its provision and performance of the school bus transportation services.
5. Ensure that the Puspakom technical tests are conducted for each bus.
6. Ensure that all the buses have the appropriate road tax and insurance from established insurance company, covering damages to the vehicles, as well as all kind of bodily injuries, death, and property damages suffered by LFKL students transported by the Tenderer, or by any other third-party. Contact details of this insurance must be communicated to the parents before the start of the service.
7. The Tenderer shall always be insured for Public Liability Insurance as a School Bus Operator.
8. The Tenderer shall assign a supervisor on site daily to manage the transportation operation in particular the movement of the vehicles and conduct of the drivers within the school's compound.
9. LFKL will provide a space for which the tenderer can use as an administration office. The Tenderer is to ensure that there is a clerk or administrative staff member, dedicated to perform daily operational and administrative tasks (absences, late arrival of buses in the morning, breakdowns, cancellation of classes/extra curriculum activities, daily or weekly list to LFKL, parents' daily messages/calls, registration, follow-up, billing related documents/enquiries, etc) present physically in this office at all times especially at the beginning of the service in September until the service runs smoothly later on. The opening hours of this office will be discussed and agreed by both parties at a later date prior to the commencement of the contract.
10. Ensure that there are enough qualified drivers for each bus, and that they possess appropriate driving licenses relevant to the type of school bus they are driving.
11. Ensure that its personnel are fully aware of the company's emergency procedures to follow in case of accident or breakdown.

12. The Bus Operator must work in close collaboration with the LFKL team in order to offer and perform the best possible service. A regularly updated register or "list of students" using the bus services must be provided to LFKL every week. Current updates like new registration, student not using the bus anymore, or definitive move on a different bus line, etc ... must be announced to LFKL too, by email or Whatapps, within 2 working days.
13. The Bus Operator is expected to comply fully with the recommendations of LFKL and to respond quickly to the best of its abilities, whenever those recommendations or requests do not pose any impracticability or put the children's safety at risk.
14. Implement emergency procedure in case of a breakdown or an accident: This procedure is a required document to be submitted together with the tender package. The drivers and other staff of the Tenderer must be familiar with these emergency procedures set out to be followed exactly, in the event of a breakdown or an accident.

As part of the emergency procedure of the Tenderer, the following requirement by LFKL must be reflected, integrated and abide to strictly. The Tenderer must make sure that when such events occur,

- a replacement vehicle is provided immediately
- the children must be supervised and not be left alone, they must be put in a safe place while waiting for the replacement vehicle
- the school must be warned instantly of any incident or significant delay in the schedule (to school or back home)
- the parents must be informed in the event of a late return, especially for the primary students or in the evening as soon as possible

3.7. Responsibilities and Duties of the Bus Operator's Personnel

This includes drivers and admin/operational/management personnel of the Tenderer in liaison with LFKL. The following list of tasks and responsibilities is not exhaustive and represent the main aspects LFKL expects to be fulfilled by each position.

3.7.1. Drivers' Responsibilities

- Drivers have the responsibility to be on time (according to the Bus Operator's schedule announced to the parents) at the students' designated pick up and drop off points. In case of unforeseen, unpredictable delays, for any causes out of the driver's control, the drivers must inform the Bus Operator office which in turn will inform the parents of the situation accordingly.
- Drivers have the responsibility to check the list of students they are transporting and report any discrepancies to the Bus Operator's supervisor /clerk or staff of LFKL on duty on site before any departures.
- Drivers have the responsibility to transport the students safely, to destination. They must obey the traffic and safety regulations on the road. Any reckless driving, inconsiderate speeding, dangerous overtaking, passing through red traffic-light, etc..) will not be tolerated. LFKL reserves the right to request for the concerned drivers to be replaced if the student's safety is compromised.

- Drivers have the responsibility to ensure that during drop off, the students, especially the kindergarten and primary students are handed over to the person authorized by the parents of the child in advance.
- Radio/music speakers shall not be turned on too loud during the journey
- This is not a requirement by LFKL but drivers could help the kindergarten and primary school student to board and unboard the buses and help to ensure that all the students have their seat belts buckled up.
- Drivers must report any problem they observe (student behavior, no seat belts, etc.), to the management of the Bus Operator, in the view of improving the bus service, and most importantly to always keep the children safe.
- Drivers must be aware of the Emergency Procedures put in place, in case of accident or breakdown and abide by them strictly.
- Drivers must not get the instructions from the students directly.
- Drivers must inform the supervisor or clerk immediately for any incidents or significant delays in the schedule.

3.7.2. **Supervisor's Responsibilities**

- The supervisor's work is very important. He acts as an authority figure for the operation of the bus within the school compound and must be present physically on site every day, at least for the 1st year of operation, during the arrival of the buses in the morning and again in the afternoon during the departures of the buses.
- The supervisor will supervise the drivers and ensure that the daily operational procedures are respected and followed.
- Together with the clerk/administrative staff, he will be the key person where all information are centered (absences, change of bus, cancellation of classes, cancellation of extra curriculum activities, change of route, students staying back for exams, etc) and act as a liaison person between the Bus Company and LFKL to ensure a smooth operation of the service daily.

3.7.3. **Clerk/Administrative Staff's Responsibilities**

- The clerk/administrative staff member of the Bus Operator is dedicated to all tasks the Bus Operator should perform administratively. He/She is the liaison officer
 - between the parent and Bus Operator and
 - between Bus Operator and LFKL
- The clerk must be fluent in English. Some knowledge of French would be an added advantage.

- The clerk must be reachable at all times by the parents. He/She must be present physically in the office during school hours especially at the beginning of the service in September until the service runs smoothly later on.
- The clerk must be prepared to welcome the parents physically at the bus office if requested by the parents
- The clerk will be based at the bus office and the opening hours of this office will be discussed and agreed by both parties at a later date prior to the commencement of the contract.
- The clerk will be answering parents' calls, taking messages (absence of a student, change of bus routine, delays, etc.) as well as LFKL's change of activities (absence of teachers, cancellation of classes, etc)

3.8. Communication between the Bus Operator and LFKL

The Tenderer and LFKL will designate, from the beginning of the contract, principal contact personnel. Communication between the two parties will be through these two people, and possibly their deputies in the event of absence.

3.9. Operation Control and Continual Service Improvement (CSI)

The LFKL may, at any time, and without prior notice to the Bus Operator carry out any control deemed necessary with the aim of ensuring that the vehicles and services provided conform to the requirement of the tender and contract. These controls include review of all basic safety equipment on the buses, such as: tyres, night-lights, stop/reverse lights, signals, seatbelts, air-conditioning, fire extinguisher, first-aid kit, cleanliness, comfort, etc... If any repairs or improvement must be conducted, the Bus Operator is expected to perform them within 30 days

LFKL will introduce a School Bus Committee to help monitor the overall operation in the aim to bring improvements to the transportation service. The Committee will also address the potential or possible claims of the parents. The composition of this Committee will be defined by LFKL at a later date. The participation of the Tenderer to this Committee is essential and compulsory.

3.10. Liability toward LFKL

The Tenderer undertakes to discharge the school of any responsibilities and save harmless LFKL from and against all claims with respect to the school bus transport services offered to the parents of LFKL.

3.11. PDPA Requirements Compliance

The parties involved undertake to comply with the regulations in force applicable to the processing of personal data and such collection and/or the processing of the personal data shall be done in accordance with the provisions under the Personal Data Protection Act 2010.

Appendix A

School Bus Transport Services Tender / Fare List Form

Company Name :
 Registered Address :

 Telephone No :
 Email Address :

Name of Authorized Representative :
 Designation :
 Mobile No : Email :

Name of Person In Charge :
 Designation :
 Mobile No : Email :

Please attached a list of your proposed 'Bus Route and Bus Fare for parents including the extra curriculum activities shuttle bus from Hevea to LFKL for School Year 2023/24' to be attached together with this form. Kindly sign and affix company chop to this list.

Prices indicated above are fixed for the duration of the contract subject to revision only after negotiation with LFKL on a yearly basis, based on 70% of the Annual Consumer Price Index (Headline Inflation) issued by the Government of Malaysia.

I, the undersigned representative of the above-named company, hereby attests and agrees that:

- I am duly authorized by the Company to act on its behalf, and to submit tenders, bids, offers and to enter into legally binding agreements.
- All the information contained in this tender and all its attachments, supplements and appendixes are true and correct to the best of my knowledge.
- If the Company is awarded the tender, the Company shall enter and execute a School Bus Transport Service Contract with LFKL, based on the services outlined in the Tender.

Signature of the Authorized Representative :

Date :

Company Seal :

Appendix B

Non-Disclosure Agreement

(Form to be filled in and submitted before 31st March 2023)

In relation to the Tender Invitation by Lycée Français de Kuala Lumpur Henri Fauconnier Berhad (LFKL) and the Tender submitted by the undersigned school bus company (Tenderer), the Tenderer hereby agrees:

- To keep strictly confidential and not to disclose any confidential information related to the School Bus Tender documents; all information contained therein, all information disclosed to the Tenderer throughout or as part of the Tender process therein described, including, but not limited to, information obtained through visits of LFKL, meetings with any LFKL staff, parent, advisor, or information obtained through the Tenderer's presentation.
- To limit access to confidential information to a need-to-know basis, disclosing such to Tenderer's staff only as necessary.
- That this Non-Disclosure Agreement shall be valid and binding whether the Tenderer is awarded the Tender or not.
- That this Non-Disclosure Agreement shall be incorporated by reference and become part of the School Bus Contract, if the Tenderer is awarded the Tender

Company Name :

Registered Address :

Telephone No :

Email Address :

Signature of Authorized Representative :

Full Name :

Designation :

Date :

Company Chop:

Appendix C

Checklist of Documents Required

Please tick ✓ documents submitted		
1	Appendix A School Bus Transport Services / Fare List Form	
2	Appendix B Non-Disclosure Agreement (to be submitted before 13/03/2023)	
3	Appendix C Bus Rate Calculation Chart	
4	Appendix E Bus Operator's Fleet of Vehicles	
5	Draft Copy of Tenderer's Standard School Bus Transport Service Contract with the school	
6	Draft Copy of Service Level Agreement	
7	Draft Copy of Tenderer's School Transport Application Form and Handbook to be reviewed and approved by the school	
8	Company Profile	
9	Latest Audited Financial Statements	
10	Form 9 / 13	
11	Form 24 & 49	
12	Proposed organization chart for transport staff at LFKL and supporting staff at Headquarters	
13	Company policies and practices for handling employees' illnesses and absences	
14	Permits, certifications and licenses connected to the school bus transport services.	
15	Description of deployment route / plan between the date of award of tender and the first service	
16	Emergency Procedures to follow in case of accident, or breakdown.	
17	Sample of communication mail to parents for registration/engagement of bus service at the beginning of school year	
18	Any other relevant document (please specify) _____	

Appendix D

Bus Rates Calculation Chart

(Form to be filled in and submitted, in reply to the present tender)

[illegible]

Appendix E

Bus Operator's Fleet of Vehicles

(Form to be filled in and submitted, in reply to the present tender)

No	Registration Plate No	Model	Ownership	Year of Manufacture	No of Seats
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					

Appendix G

Breakdown of Current Number of School Buses By Area

As of January 2023	
Lines	Number of Vans
Ampang	2
KLCC	2
Bangsar	2
Bukit Damansara	4
Bukit Tunku	1
Mont Kiara / Segambut	15
Publika / Solaris / Dutamas	1
Nusantara	1
Duta Tropika	2
Sri Hartamas	1
Sentul	1
Desa Park City	1
Petaling Jaya / Damansara / TTDI	1
594	34

Currently the school is using the mini vans transporting 11-13 students per van

Appendix H

Breakdown of Current Number of students by Class

As of January 2023

Areas	LFKL			Hevea		Total
	Upper Secondary	Lower Secondary	Upper Primary	Lower primary	Kindergar ten	
Ampang	6	8	4	5	4	27
KLCC	3	7	6	8	4	28
Bangsar	3	9	4	5	2	23
Bukit Tunku	4	5	5	3	0	17
Damansara	4	19	10	7	3	43
Mont Kiara/Sri Hartamas	29	57	24	51	23	184
Duta Tropika/Nusantara	3	11	8	9	8	39
Dutamas	0	2	3	6	2	13
Sentul	2	3	2	6	0	13
Desa Park	2	1	2	5	1	11
Sungai Buloh	2	3	0	2	0	7
Petaling Jaya	0	1	3	2	2	8
TOTAL						413

Appendix I

Bus Fares and Other Fees for 2022/2023 Academic Year

Fees for the 2022/2023 academic year

Fees in RM

Quartier/Area	1st term Sept to Dec	2nd term Jan to Mar	3rd term Apr to Jun	ANNUAL SCHOOL FEES 2022-2023
AMPANG / KLCC / DESA PARK CITY / SUNGAI BULOH / PJ / TTDI	1775	1331	1331	4437
TROPIKA / NUSANTARA / DUTAMAS	1276	957	957	3190
BUKIT TUNKU / BANGSAR / BUKIT DAMANSARA	1594	1196	1196	3986
MONT KIARA / DESA SRI HARTAMAS	1331	999	999	3329

Payment of the bus service fees is made directly to the LFKL at the same time as the school fees.

The following fees are additional to the fees mentioned above:

- RM275 first registration fees if applicable (non-refundable) and
- RM150 administrative fees annually.

Item	Criteria (Bus)	Scoring Guide			Weight	Weight % by Row	Score					
							CO 1	Remarks	CO 2	Remarks	CO 3	Remarks
A	Fares				65%		0%		0%		0%	
1	Fares proposal	Tenderers' proposals will be converted into an overall weighted average based on the number of people in each line. The most competitive offer will be awarded the maximum number of points, while the others will be awarded a score proportional to their relative competitiveness.)				95%	0%		0%		0%	
2	Shuttle Bus Fees proposal					5%	0%		0%		0%	
B	Bus Specifications outlined in Item 3.3	3	2	1	15%		0%		0%		0%	
1	Number of Vehicles owned by the Company	More than 20 buses	between 10-20 buses	Less than 10 buses		40%	0%		0%		0%	
2	Buses less than 12 years	80% - 100% of buses	50% - 80%	Less than 50%		30%	0%		0%		0%	
3	Ability to provide buses with more than 13 seats	Yes	-	No		30%	0%		0%		0%	
C	Service Level outlined in Item 3.1	3	2	1	15%		0%		0%		0%	
1	Number of years as a Bus Operator	More than 10 years	between 5 - 10 years	Less than 5 years		35%	0%		0%		0%	
2	Submission of Service Level Agreement	Yes (Comprehensive)	Yes (Simple)	No		35%	0%		0%		0%	
3	Afternoon Drop-off	4 Times on all lines	4 times on certain lines	3 Times on all lines		20%	0%		0%		0%	
4	Provide ad-hoc service via bus ticket	Yes	-	No		5%	0%		0%		0%	
5	Communication skill of the clerk	Fluent	Intermediate	Weak		5%	0%		0%		0%	
D	Billing and payment	3	2	1	5%		0%		0%		0%	
1	Payment Options	3 options and more	2 options	Only one option		95%	0%		0%		0%	
2	Decreased rates for big families	Yes	-	No		5%	0%		0%		0%	
					100%		0%		0%		0%	