



COMPETITIVE BIDDING
SCHOOL TRANSPORT CONTRACT
(including supervision of the lunch break)
SPECIFICATIONS

Contracting authority - coordinator
AEFE - FRENCH INTERNATIONAL SCHOOL OF BEIJING (LFIP)
Subject of the consultation
MARKET FOR SCHOOL TRANSPORTATION (including supervision of the lunch break) Framework agreement

ARTICLE I. Subject of the consultation

This consultation concerns the execution of :

- regular specialised **school transport** services, mainly to the Lycée Français International de Pékin (LFIP) located at: 3 Xin Jin Lu, Cuigezhuang, Chaoyang District, Beijing;
- a **lunchtime supervision** service, with some of the staff supervising school transport buses.

For the services covered by this framework agreement, the Contractor will be deemed to be familiar with all the legislative and regulatory provisions that apply to its subject. It will be obliged to integrate throughout the duration of the framework agreement all new legislative or regulatory provisions, published or of foreseeable application, having a direct or indirect impact on the performance of these services. It shall be obliged to inform LFIP of the impact of these changes without delay from the date of their application.

The Contractor shall be deemed to have assessed all the difficulties inherent in the subject matter of the Framework Agreement and to have carried out all the research it deems useful for the purpose of performing its services.

ARTICLE II. Duration and deadlines

This framework agreement will take effect from the start of the school year in September 2021 for a firm period of one year.

It is then renewable three times for periods of one year by express renewal.



ARTICLE III. Description of services

1. Management in French or English of transport and lunchtime supervision services

A single contact person for LFIP must necessarily be made available to the Contractor, capable of communicating orally and in writing in English or French. This manager must be present at the arrival and departure of the buses, and during the lunch break.

LFIP will be able to provide an office within the LFIP premises.

The manager is not a supervisor and as such has no direct involvement with the students.

2. School transport

School transport service - about 500 pupils - 19 routes in 2020/2021

The services to be implemented by the Licensee are described in Schedule 1 of the Route Circuits and transmitted by LFIP before each start of the school year and at each change.

This Annex 1 Circuits mentions :

- The number of journeys each day
- The wording of the circuits ;
- The stops and times of service at each stop are indicative;
- The number of staff registered in the service in year N-1, as an indication ;
- The number of supervisory staff (Ayi)

3. Supervision of the lunch break

The purpose of the lunchtime supervision is to ensure the safe and orderly conduct of lunch for the children of the nursery and primary schools (approximately 450 pupils in 2020/2021) in the school restaurant and in the outdoor and indoor play and relaxation areas between the end of morning classes and the beginning of afternoon classes.

The persons to be made available for the supervision of the lunch break are part of the supervisory staff deployed in the school transport buses. Their number for each day of the week is communicated to the Holder by LFIP before the beginning of each school year and each time there is a change during the year.

The lunch break runs from 11.30 a.m. to 1.30 p.m. on Mondays, Tuesdays, Thursdays and Fridays, and from 11.30 a.m. to 12.30 p.m. on Wednesdays.

The arrangements for the organisation of the lunch break shall be communicated at the beginning of the school year and at each change to the Licensee's on-site manager, who shall pass on all the necessary information to the supervisory staff that he/she supervises.

The Licensee's personnel assigned to supervise the lunch break are required to follow the instructions given by LFIP personnel and to respect the rules and protocols applicable within the establishment. The parts of these rules and protocols that concern them are communicated to them by LFIP, through the Holder's on-site manager or directly.



ARTICLE IV. Vehicles

The services must be carried out in the best conditions of safety, comfort and regularity. To this end, the Contractor must have at its disposal at all times the vehicles required to provide the services described in the order forms. These vehicles are provided by the Holder who undertakes to ensure their proper maintenance and possible renewal. In the event of a pandemic and/or epidemic, the Contractor must provide specific disinfection services at no extra cost to the organiser.

The Licensee is responsible for the conformity and good condition of the vehicles. In particular, he must :

- comply in all respects with the legislative and regulatory provisions in force concerning the transport of children;
- Maintain the vehicles providing the services in a good state of internal and external cleanliness;
- maintain vehicles in perfect working order;
- Ensure that seat belts are in good condition;
- include a video surveillance system;
- ensure that an air filtration and pollution control system is operational and effective.

At the request of LFIP, a GPS tracking system for the buses by LFIP and the families using the transport service may be installed in the vehicles, at the expense of LFIP. The choice of the GPS tracking provider is left to the discretion of LFIP. The Licensee will not be able to oppose it except in case of proven prejudice for its staff or vehicles due to the chosen technical device.

The Contractor shall be responsible for the implementation of the means specified in the purchase order.

The Licensee shall give LFIP every opportunity to monitor and ensure compliance with these provisions.

The Licensee shall give and maintain a quality image to its equipment. In this respect, the interior cleanliness and exterior appearance of the vehicles must be irreproachable. The following prescriptions must be respected imperatively:

- the interior lighting, heating, air conditioning and video surveillance are in good working order. The temperature inside the vehicle should be such that the first passengers are comfortable when they board;
- the seats are not damaged or stained;
- Vehicles are washed whenever necessary;
- any bodywork incident is repaired as soon as possible;
- the interior of the vehicles is clean (no papers, mud, dirt, etc.);
- the interior of the vehicles is disinfected as necessary during a pandemic or epidemic.

The Contractor shall ensure that the vehicles are kept clean on a daily basis, both inside and outside.

If, through the fault of the Licensee, safety is compromised, in particular by the poor condition of the installations in its care or of the equipment it operates, LFIP shall call upon the competent police authorities to take immediately, at the Licensee's expense and risk, the necessary measures to prevent any danger.



In the event that a vehicle required for the performance of the service in accordance with the Purchase Order and used in the performance of the service does not meet the requirements set out in these specifications, the Contractor shall be subject to the financial penalties set out in Article X. In addition, the Licensee shall be obliged to bear the additional costs of any alternative solution put in place by LFIP to remedy the situation in order to ensure the continuity of the service or to guarantee the safety of the passengers.

The list of vehicles used by the Contractor is indicated in Annex 1 Routes, at the beginning of the school year. It must be updated and communicated, at the latest, 5 days before the start of each school year and at each change during the school year.

The Contractor shall provide a sufficient number of reserve vehicles, of at least equivalent capacity to those assigned, and meeting the same safety requirements as the main vehicles, to ensure the continuity of the services it must implement. The "reserve" vehicles are intended to deal with a technical failure of the vehicle specifically assigned to the service (breakdown, technical inspection, etc.). The use of the reserve vehicle must therefore remain exceptional.

The capacity of the buses proposed is **exclusive of the driver and folding seats**. The announced capacity is therefore only in terms of the number of people transported.

If the capacity of the vehicle assigned to the route proves to be insufficient during the school year, the Licensee will notify LFIP without delay, by letter or e-mail.

Insofar as no tolerance is allowed with regard to overcrowding (the number of passengers must not at any time exceed the number of seats excluding folding seats), all necessary measures will be taken immediately by the Holder to adapt the means of transport used accordingly after agreement with LFIP.

The Contractor is not allowed to use the vehicles assigned to the services of this Framework Agreement as a medium for advertising either outside or inside the vehicles.

ARTICLE V. Staff

The Contractor undertakes to ensure the continuity of all regular or exceptional services provided under this framework agreement, under all circumstances except in cases of force majeure. To this end, the Contractor undertakes in particular to provide substitute staff to compensate for any scheduled or unforeseen absence of a regular staff.

1. Compliance with regulations

The Contractor must comply with all applicable laws and regulations. In particular, the Contractor must comply with transport regulations, working time regulations, social regulations, health protocols and obligations regarding the compulsory training of drivers.

The Contractor shall comply with the social legislation.

2. List of driving and supervisory personnel

The Titleholder shall be obliged to provide LFIP, upon request, with all civil status information and any information requested by the local authorities, including health and travel information, if any.

3. Quality of staff

The Licensee shall comply with all applicable regulations.



It assigns the qualified personnel necessary for the execution of the service and presenting all guarantees of morality, sobriety and the relational and psychological aptitudes required for contact with users, mainly minors.

The Contractor undertakes, as far as possible, to maintain continuity in the personnel performing the Services.

In the event that the safety of passengers and third parties is compromised by the behaviour of one of its agents, the Holder shall immediately take all necessary steps to restore it.

4. Drivers' service obligations

Provisions relating to the reception of users and driving

General provisions

The drivers :

- do not smoke or vapourise in the vehicles or in their immediate vicinity, even when empty;
- are dressed in clean and appropriate clothing;
- behave in an exemplary manner when welcoming passengers and until they get off;
- are responsible for activating the air filtration system according to the pollution protocol provided by LFIP;
- check that the load of their vehicle is adequate for the number of people being transported;
- are forbidden to drop off or pick up passengers at stops other than those defined in the timetable for school services or in the order form for occasional services;
- only accept passengers listed by LFIP;
- ensure compliance with the security and access regulations issued by LFIP;
- carry out a complete inspection of their vehicle at the end of each tour to ensure that no passengers have been left on board, that no objects or luggage have been left behind and that no damage has been done, even if an accompanying person was present. They also ensure that their vehicle is clean;
- in case of incivility committed in their vehicle, or complaints, they take down the names (and
- They shall inform their employer, who shall refer the matter to the organiser.

5. Driving documents

Drivers have at their disposal at any time during the performance of the service :

- Regulatory documents (permit, registration certificate, development certificate, licence and badge downloadable from the government website, etc.);
- the route map indicating the route, stops and times to be respected;
- the service regulations when provided by LFIP;
- the list of contacts to be notified in the event of an accident;
- the list of pupils and staff registered on the school transport services and at each stop.

ARTICLE VI. Routes and service delivery

The Contractor is obliged to carry out the entire service described in Annex 1 Circuits or in the purchase orders notified to him, without exception, except in cases of force majeure.



The Holder is obliged to respect the timetables set out in the circuit sheets or on the order form, while complying with the legislative and regulatory requirements, in particular those set out in the Highway Code.

The vehicle must stop at all stops listed in Annex 1 Circuits or on the order form.

The carrier undertakes to follow the route indicated, except in cases where the route is impracticable (diversion, accident, bad weather) or where the route is unsuitable for the needs of users. He shall immediately inform the organiser.

Only the stops recognised by this process are guaranteed in terms of safety and liability. LFIP's responsibility cannot be called into question in any way if the Titleholder deviates from one of these stops without its agreement. The Titleholder is then solely responsible.

1. Alert and advisory duties on the part of the Policyholder

As a professional in the public passenger transport sector, the Policyholder has an obligation to inform, advise and consult with LFIP.

The Contractor must in particular alert LFIP in the event of particular difficulties making it difficult or impossible to perform the services properly.

This obligation also concerns any information likely to improve safety and the service provided to users, to optimise the mileage and/or the journey time of the route, to adapt the capacity of the vehicle to the number of people transported, or to improve the chaining of routes.

Any justified change initiated by the Licensee must be approved in writing by LFIP prior to its implementation.

Any request from LFIP for the installation of a new stop or minor adjustment to traffic on a line must be studied within 48 working hours by the Holder, who must provide a reasoned response on the feasibility of the installation.

2. Urgent measures to safeguard property and persons

In the event that the safety of users and/or its personnel is seriously compromised, the Titleholder shall immediately, before notifying LFIP and in full autonomy, take the necessary measures to put an end to these risks. Thus, in the event of an accident, the Titleholder shall first notify the emergency services.

Only then does it inform LFIP of the situation, the damage incurred, the arrangements made and their duration.

Emergency procedure in case of accident or breakdown

In the event of an accident during the performance of the services, the driver must immediately notify or arrange for the notification of the police services with territorial jurisdiction as well as the emergency services and then the LFIP. This must be done systematically, even if there are no apparent injuries.

In the event of an accident or breakdown, once the conservatory or compulsory measures (instructions from the public authorities) have been taken, the Titleholder shall wait for instructions or authorisation from LFIP before taking any action with regard to LFIP's passengers, students or staff (evacuation, removal, taking charge in a substitute vehicle, etc.).



In all cases, the Licensee must submit an incident report as soon as possible to LFIP.

Under no circumstances should passengers return to LFIP or their homes by their own means.

Urgent services

In the event of very special conditions requiring the return of passengers before the scheduled time (e.g. snow or ice conditions), at the express request of LFIP, the service provider undertakes to do everything possible, within a maximum of 1 hour from the call, to meet the request.

In particular, the company undertakes to go and identify the feasibility of the route. This reconnaissance is considered an integral part of the normal operation of the service and will not be subject to any additional funding.

ARTICLE VII. Conditions of transport for pupils and passengers

The Licensee refers to the LFIP for the list of passengers to be carried. The list of students is controlled by the auxiliary personnel (Ayis). Buses must not leave the school if an elementary or kindergarten student is on the list and absent at the time of departure.

The list is transmitted by LFIP before the start of the school year in September, and updates are made weekly and as soon as necessary.

In any case, the decision not to admit a student to the transport service rests with LFIP.

Only adults on the list are allowed to board.

1. Supervision of pupils during school transport

LFIP shall inform the users of the safety and discipline rules. To this end, the Licensee shall post the safety and discipline instructions issued by LFIP inside the vehicles assigned to the service.

The Contractor shall ensure that these rules are properly applied, in particular the obligation to wear a seat belt.

Accompanying personnel should be distributed in the vehicle, and seated, in accordance with safety requirements and instructions given by LFIP.

In the event of indiscipline on the part of users, the Licensee will immediately inform LFIP in writing. The supervision of the children is the responsibility of the accompanying persons (Ayis) during the journey until the children arrive.

In the event of an altercation or assault, the Cardholder shall inform LFIP as soon as possible. If these facts are serious, the information by telephone must be completed by sending a letter or an e-mail within 24 hours.

Parents or legal guardians are responsible for any damage to the transport vehicles caused by minors.

For young children (nursery and elementary circuits), in the event that supervision by the legal guardians does not seem to be assured, the Holder shall not let the children concerned off the bus and shall return them to the school as a matter of priority. He shall inform LFIP of this situation as soon as possible, without waiting for the arrival at the school.

At the end of any service providing transportation for elementary and/or kindergarten students, even if accompanied, the driver is obliged to check that there are no children left in the vehicle.



ARTICLE VIII. Administrative and financial conditions

This document is written in French and English, the French version being the authentic one. Given the security issues, the Licensee must be able to communicate with LFIP in French or English.

1. Insurance

The Licensee is obliged to take out insurance policies with the following characteristics:

- Civil liability insurance
- Any compulsory insurance under the regulations

At any time during the performance of the service, the Contractor must be able to produce this certificate upon request by LFIP.

2. Fiscal and social regularity

The Holder of the Framework Agreement must provide the documents proving the regularity of their situation with the tax and social security authorities.

3. Subcontracting

In the case of services entrusted by the Holder to subcontractors, the Holder shall ensure that the latter have the same guarantees as those applicable to him.

The use of subcontractor(s) must be specified in the response to this contract. The contact details and fields of intervention must be explicitly stated.

The use of a subcontractor or subcontractors does not affect the obligations of the Contractor, who remains solely responsible and liable for the full performance of the clauses of the framework agreement. The Contractor's obligations under this Framework Agreement are not transferable.

The Contractor is obliged to ask subcontractors for a copy of the insurance certificates specifying the nature and amount of the guarantees as well as proof of regular payment of the premiums relating to the policies taken out.

ARTICLE IX. Privacy

Each party undertakes to maintain the confidentiality of any such information and/or information bearing a confidentiality notice which may come into its possession in the context of this agreement, in particular data concerning pupils, supervisors and staff. They undertake to give a similar undertaking to all persons who may have access to such information and to take the same precautions as they normally do for their own confidential information. The parties undertake to respect the obligations resulting from this article until the expiry of a period of three (3) years following the end of their commercial relationship.

ARTICLE X. Prices and settlement of accounts

1. Form of the prices

The prices must include all operating costs and all compulsory or other tax charges relating to the services.



Prices take into account all charges for meeting the services described in Annex 1 Circuits. They must include :

- The provision of vehicles under the conditions described in Annex 1 Circuits
- the remuneration and training of drivers,
- the remuneration and training of supervisory staff in vehicles,
- the remuneration and training of lunchtime supervisory staff,
- the remuneration and training of a French or English speaking manager at LFIP,
- costs related to the use and maintenance of vehicles, including the costs of disinfecting vehicles during a pandemic or epidemic,
- the costs of compulsory insurance cover for the Contractor,
- fuel, any motorway tolls and parking,
- the various taxes and VAT

2. Characteristics and application of prices

Transport service

The unit prices are those set out in the unit price lists in Annex 3.

Prices are per unit per day of operation, per line, and per category of vehicle and will be applied to the quantities actually executed. They must be presented exclusive of tax and VAT.

Prices must be quoted in accordance with the standard price list (Annex 3).

Prices include :

- Mondays, Tuesdays, Thursdays, Fridays: 1 outward journey + 2 return journeys
- Wednesdays: 1 outward journey + 3 return journeys

Lunchtime supervision service

This is a single hourly price for lunchtime supervisory staff.

Provision of an English or French speaking manager

Annual cost.

3. Tariff consequences of service changes

In the event of changes in the organisation of the tours, amendment or supplementary purchase orders may be issued, depending on the content of the changes made.

School transport

In the case of minor modifications: When the adjustments to the operation of the routes result in a modification of less than 5 kilometres per route per day, the modification is considered minor. The Contractor is obliged to carry out the modified route without financial impact. The technical file of the line in question is notified to the Holder.

In the event of major modifications (changes in requirements requiring the installation of additional resources such as a doubling vehicle, change in capacity, modification of more than 5 kilometres per route and per day, creation of a new route, extension or reduction of the itinerary, etc.): the technical data sheet for the route in question is notified to the Titleholder and a purchase order is issued, based



on the unit prices set, in proportion to the additional or reduced mileage. A maximum of 30 days for the implementation by the Holder is accepted.

Supervision of the lunch break

Any change in the organisation (timetable, number of Ayis) shall be notified by LFIP in writing and the order form adjusted according to the hourly cost.

4. Cases of interruption of services

In case of interruption or suspension of the service by the establishment, with less than 24 hours notice, the service will be invoiced and paid in full

In the event of interruption or suspension, whatever the cause, with a notice period of more than 24 hours, no service will be invoiced and no compensation will be due to the Holder.

In case of interruption or non-performance of the service by the Licensee, no remuneration will be received, compensation will be applied in accordance with Article X on penalties.

5. Price review

Before the start of each school year, the prices may be revised, negotiated between the two parties to take account of any inflation in the transport sector. A rider will be drawn up to record this revision.

6. Terms of payment

Services are paid for on a monthly basis. Once the service has been rendered, a preliminary detailed account for each type of service is sent to LFIP for verification. After approval, an official invoice, FAPIAO, is sent to the accounting department for each type of service. Payment is made by transfer to the account shown on the official invoice, which must be the one shown on the contract.

Payment is made within 5 days of the transmission of the official FAPIAO invoice.

The advance statement must be provided in English or French and include the following information

- the name and address of the provider,
- the number of its bank or postal account as specified in the contract,
- the reference and title of the framework agreement in the contract document,
- the date of performance of the services,
- the unit price excluding tax (HT) and the quantity executed,
- the total amount of the services performed, excluding tax,
- the amount and rate of value added tax (VAT) legally applicable or, where applicable, the benefit of any exemption,
- the rate and amount of any other taxes that may apply,
- the total amount including all taxes (VAT) of the services performed.

7. Penalties

In the event of non-compliance with the contractual obligations arising from the provisions of this framework agreement by the Contractor, the latter shall incur, without prior notice, the application of penalties, the lump sum amount of which is detailed below.

Penalties shall apply to each breach of contract duly recorded by the buyer. They may be added together. The starting point for the calculation of late penalties shall be the calendar day following the day on which the event justifying the application of this penalty occurred.

Pattern	Net of taxes	Mode of application
Delay at stopping points of more than 10 minutes (except in cases of force majeure)	1,500 RMB	By default
Non-respect of stopping points and/or stop of convenience	1,500 RMB	By default
Unilateral modification of routes except for route deviation (except in cases of force majeure)	1,500 RMB	By default
Non-compliance with the special execution modalities linked to the transport of children (overloading of passengers without being notified, dropping off a kindergarten child at the stop without an adult, forgetting a pupil in the vehicle)	8,000 RMB	By default
Failure to report a major malfunction (operational accident)	1,500 RMB	By default
Non-compliance of the vehicle with the provisions of the contract (undeclared vehicle, exceeding the maximum age, exceeding the contractual age in the event of replacement, non-compliance with the capacity, etc.)	800 RMB	Per calendar day
Lack of cleanliness or maintenance of the vehicle	1,000 RMB	By default
Inappropriate behaviour, attitude or dress of the driver or company staff towards users	1,000 RMB	By default
Serious misconduct by the driving personnel, in particular: alcohol or risky driving leading to the endangerment of the persons transported	8,000 RMB	By default

ARTICLE XI. Review clause

In the event of failure to comply with new local legislation, the contract may be called into question