ANNEX B

TERMS AND CONDITIONS FOR SCHOOL BUS OPERATOR TO PROVIDE SCHOOL BUS SERVICES

INTERPRETATION

1A In these Terms and Conditions, unless the context otherwise requires:

a. "**Actual Bus Fare Price**" means the price payable by a Parent for the Services which shall be agreed upon by the Parent and School Bus Operator.

b. "**After School Activity**" means an activity that a student engages in after his School's official dismissal time, and includes but is not limited to supplementary lessons, enrichment programmes, and co-curricular activities.

c. "**After School Services**" means the school bus transport services that the School Bus Operator is to provide after a student finishes an After School Activity, with the expected departure time from the School's premises being stated in Clause 4.5 of the Call for Proposal.

d. "**Agreement**" means the resulting contract between the School and the School Bus Operator for the provision of Services as a result of the School's acceptance of the School Bus Operator's proposal, which terms and conditions are contained in the following:

(i) the Call for Proposal for Appointment of School Bus Operator to Provide School Bus Services (the "**Call for Proposal**");

(ii) the School Bus Operator's proposal in response to the Call for Proposal, which includes the Information Required From Vendor;

(iii) these Terms and Conditions; and

(iv) any correspondence exchanged between the School and the School Bus Operator which is agreed to by the School in writing as modifying any of the foregoing,

including all schedule and annexes to such documents as relevant.

e. "**Baseline Diesel Price**" is the average prevailing diesel price per litre in the month the Call for Proposal (CFP) closes, based on the "Average Retail Prices of Selected Consumer Items" dataset on the SingStat website.

f. "**Commencement Date**" means the date when the School issues the Letter of Acceptance accepting the School Bus Operator's proposal.

g. "**Common Location**" means a common location to pickup or drop-off a student as mutually agreed between a Parent and the School Bus Operator.

h. "**Distance**" means the shortest travel route between:

(i) the Pick-up Address and the student's School;

(ii) the student's School and the Drop-off Address; or

(iii) the student's School and the Common Location,

(as the case may be) which shall be calculated using Google Maps (currently found at https://maps.google.com), or such other application or website as may be agreed between the School and the School Bus Operator.

i. "**Distance Range Category**" means the distance range categories of: (i) up to 2km, or (ii) between 2km and 4km, as calculated from the School's address.

j. "**Drop-off Address**" means the address at which a Parent and School Bus Operator have mutually agreed that the student is to be dropped off by the School Bus Operator.

k. "**Fuel Surcharge Cap"** means the maximum fuel surcharge the School Bus Operator may impose in the event of an increase in fuel prices, expressed as a percentage of the Not to Exceed Price, as quoted by the School Bus Operator in the Information from Vendor and accepted by the School.

l. "**Information from Vendor**" means the Information Required from Vendor listed as Annex A as completed and submitted by the School Bus Operator pursuant to the Call for Proposal and accepted by the School.

m. "**Initial Service Period**" has the meaning given to it in Clause 15.

n. "**Not to Exceed Price**" means the maximum price (inclusive of GST) chargeable for each Distance Range Category as stated in the tables in Clause 5 of the Information from Vendor.

o. "**Option Period**" has the meaning given to it in Clause 16.

p. "**Parent**" means a parent or legal guardian of a student of the School.

q. "**Parent Agreement**" has the meaning given to it in Clause 20.

r. "**Pick-up Address**" means the address at which a Parent and School Bus Operator has mutually agreed that the Student is to be picked up by the School Bus Operator.

s. "**Request for Services**" means a request by a Parent in the form titled Request for School Bus Services.

t. "**Requested Distance**" means the shortest travel route between:

(i) the student's School and the pick-up address as indicated in the Request for Services; or

(ii) the student's School and the drop-off address as indicated in the Request for Services,

(as the case may be) which shall be calculated using Google Maps (currently found at https://maps.google.com), or such other application or website as may be agreed between the School and the School Bus Operator.

u. "**School**" means the Government of the Republic of Singapore, as represented by Qihua Primary School.

v. "**School Day**" means any day that the Ministry of Education determines to be part of the period during which schools under their purview holds classes.

w. "**Services**" means the school bus transport services that the School Bus Operator is required to provide to a Parent as set out in the Agreement and the Parent Agreement.

SERVICES TO BE PROVIDED BY THE SCHOOL BUS OPERATOR

1. In consideration of the School agreeing to pay the School Bus Operator the sum of one dollar ($1) upon demand, the School Bus Operator agrees to:

   a. provide the Services to a Parent in accordance with the Agreement and the Parent Agreement; and

   b. to faithfully observe all the terms and conditions of the Agreement according to their true intents and purposes.

2. The School Bus Operator shall provide the Services on all School Days, and with all reasonable care, skill and diligence.

3. The School Bus Operator shall bear all costs in relation to the provision of the Services, including all costs required for the maintenance and operation of all vehicles provided by the School Bus Operator.

ACTUAL BUS FARE PRICE AND THE PAYMENT TERMS OF BUS FARES

4. Further to a Parent's Request for Services, the School Bus Operator shall not quote a price that exceeds the Not to Exceed Price for the relevant Distance Range Category.

5. In determining the Actual Bus Fare Price, in respect of 2-way trips where the Pick-up Address and Drop-off Address is the same, the School Bus Operator shall apply the following:

   a. where there is no difference in the Distance calculated for each leg of the trip: the maximum fare chargeable shall be the Not to Exceed Price for the appropriate Distance Range Category;

   b. where there is a difference in the Distance calculated for each leg of the trip:

      (i) the shorter Distance shall apply when determining which Distance Range Category applies; and

      (ii) the maximum fare chargeable shall be the Not to Exceed Price for the shorter Distance Range Category.

6. The Not to Exceed Price will be reflected on the School's website for the Parents' reference**.**

FUEL SURCHARGE

7. The School Bus Operator may impose a fuel surcharge on the Not to Exceed Price, subject to the Fuel Surcharge Cap, in accordance with the fuel surcharge mechanism set out in the Information Required From Vendor. The Fuel Surcharge Cap shall remain fixed for the duration of the Agreement including the Option Period (if any). The School Bus Operator shall notify the School and all affected Parents in writing of any fuel surcharge to be imposed, including the revised maximum fares payable, before the fuel surcharge takes effect.

GOODS AND SERVICES TAX (GST)

8. All costs for the provision of the Services shall be deemed to be included in the Not to Exceed Price and Actual Bus Fare Price to be paid by a Parent.

9. Where the School Bus Operator is, at the time it submits its proposal, a taxable person under the Goods and Services Tax Act 1993 (the "GST Act"), all prices, charges and surcharges proposed by the School Bus Operator in its proposal shall be at a nett pricing inclusive of GST.

10. Where the School Bus Operator, at the time it submits its proposal, is not a taxable person under the GST Act, all prices, charges and surcharges proposed by the School Bus Operator shall take into consideration the possibility of its becoming a taxable person under the GST Act during the Initial Service Period and Option Period. Subject to Clause 11, any change in the School Bus Operator's GST status during the Initial Service Period and Option Period shall not entitle the School Bus Operator to increase any of its prices, charges and surcharges, or otherwise increase the total amount of money it may collect from Parents.

11. Notwithstanding Clauses 9 and 10, where the GST rate (currently 9%) increases at any time after the closing date and time of this Call for Proposal, the School Bus Operator may, regardless of whether: (a) it was a taxable person under the GST Act at the time it submitted its proposal, or (b) became a taxable person under the GST Act during the Initial Service Period or Option Period, vary the Actual Bus Fare Price by a percentage calculated in the following manner with effect from 1 January of the calendar year immediately after the calendar year in which the increased GST rate comes into operation:

    (The new GST rate expressed as a percentage, e.g., "10%") minus (The applicable GST rate before the increase e.g. "9%").

    To avoid doubt, if the appointed School Bus Operator: (a) does not become a taxable person under the GST Act during the Initial Service Period and Option Period, and (b) there is an increase in the GST rate during the Initial Service Period and Option Period, the appointed School Bus Operator shall not be entitled to vary the Actual Bus Fare Price in accordance with this Clause 11.

12. In respect of the Services provided in a given calendar year, the School Bus Operator shall only collect the Actual Bus Fare Price from Parents in respect of the months of January, February, March, April, May, July, August, September, and October on a monthly basis. For the avoidance of doubt, (i) Services are required for the months of June, November, and December only on School Days, and (ii) no Parent shall be required to pay for the Services provided for the months of June, November, and December.

NO ASSURANCE OF ORDERS

13. Nothing in the Agreement shall be construed as providing or implying that:

    a. the School Bus Operator has a right to be the sole supplier of the Services to the School or any Parent; or

    b. any Parent is under an obligation to raise any Request for Services with the School Bus Operator.

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

COMMENCEMENT AND DURATION OF AGREEMENT

15. This Agreement shall commence on the Commencement Date and shall remain in force for an initial period of two 2 years ("**Initial Service Period**").

16. The School has the option to extend the Initial Service Period for two (2) years in the manner set out in this Clause 16. The School is entitled to give the School Bus Operator no less than one (1) month's notice in writing prior to the expiry of the Initial Service Period. Upon the School giving notice to the School Bus Operator to extend

the Initial Service Period, the duration of the Agreement shall be extended for a further period of two (2) years ("**Option Period**").

17. Unless otherwise agreed between the Parties in writing, any Services provided during the Option Period shall be subject to the terms and conditions of the Agreement, except Clause 16.

REQUESTS FOR SERVICES BY PARENTS

18. The School will direct a Parent who requests for Services to submit a Request for Services as per the form to the School Bus Operator. Such a Request for Services does not constitute an offer, but merely an indication of interest.

19. The School Bus Operator shall consider the Request for Services and reply to a Parent on whether it is able to provide the Services from the Pick-up Address or Drop-off Address indicated in the Request for Services, or propose a common location to pick up or drop off the child (as the case may be).

20. Upon a Parent confirming that he agrees to (i) the Services being provided from either the Pickup Address, the Drop-off Address, or the Common Location to the School (and vice versa, as the case may be), and (ii) the Actual Bus Fare Price, a separate contract shall be deemed to be formed between the School Bus Operator and the Parent for the supply of the Services, which shall be governed by the Terms and Conditions Governing Request for Services set out in ANNEX A1 (the "**Parent Agreement**"). The School Bus Operator shall not modify the terms of the Parent Agreement, and in the event of any conflict between the terms set out in Annex A1 and any other terms proposed by the School Bus Operator, the former shall prevail.

21. Subject to Clause 22, the School Bus Operator is obliged to provide the Services to the Parent where the Requested Distance is equal to or less than 4km.

22. Where:

    (a) the Requested Distance is more than 4km; or

    (b) the After School Activity ends at a time such that the Services can only be provided after 4 pm,

    then the School Bus Operator shall consider on a best-efforts basis whether it can provide the Services and agree with the Parent on an acceptable bus fare, but the School Bus Operator shall not be deemed to be in breach of the Agreement if it fails to provide the Services. In considering such a request, the School Bus Operator shall take into account any other requests made by other parents whose Requested Distances are within a reasonable distance from the Requested Distance of the first mentioned Parent.

23. The School Bus Operator acknowledges that it shall be the responsibility of the Parent who raises the Request for Services, and not the School, to pay the Actual Bus Fare Price.

24. The School Bus Operator agrees not to sue or hold the School liable for any act or omission of a Parent who raises a Request for Service or a student. The School Bus Operator's remedies, if any, against any such Parent shall be pursuant to the Parent Agreement or under general law.

25. The School Bus Operator agrees that the School may enforce the Parent Agreement, including the recovery of damages from the School Bus Operator, to the same extent as if it were a party to the separate contract between the School Bus Operator and the Parent, PROVIDED ALWAYS that the School Bus Operator shall not be required to compensate both the School and the Parent in relation to the same losses.

RIGHTS OF THIRD PARTIES

26. The Agreement does not create any right under the *Contracts (Rights of Third Parties) Act 2001*, which is enforceable by any person who is not a party to it.

27. A Parent who has raised a Request for Services shall have no right to enforce the provisions of the Agreement against the School.

SUBCONTRACTING AND ASSIGNMENT

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

TERMINATION OF AGREEMENT

29. Subject to Clause 30, the Agreement may be terminated for convenience by either Party giving the other Party at least two (2) months' notice in writing. For the avoidance of doubt, the termination of the Agreement shall not affect the validity and existence of the Parent Agreements, which shall remain in full force and effect until terminated according to their terms or pursuant to law.

30. The School is entitled to terminate the Agreement immediately if:

    a. there is a breach by the School Bus Operator of the Agreement or any Parent Agreement;

    b. the School Bus Operator is, in the reasonable opinion of the School, unwilling or unable to satisfy the requirements under the Agreement;

    c. where the School Bus Operator is a company, a receiver, manager or liquidator has been appointed over the School Bus Operator, or a resolution

for winding up the School Bus Operator has been passed, or the School Bus Operator is subject to a winding-up order of a court of competent jurisdiction;

d. where the School Bus Operator is a partnership, the partnership is dissolved or there is a bankruptcy order made against it;

e. where the School Bus Operator is an individual, the School Bus Operator commits an act of bankruptcy, is adjudged a bankrupt by a court of competent jurisdiction, or dies; or

f. the School Bus Operator enters into any composition or similar arrangement with its creditors or becomes insolvent.

WAIVER AND VARIATION

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

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

APPLICABLE LAW

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

GOVERNMENT REGULATIONS

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

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

INDEMNIFICATION OF SCHOOL

36. The School Bus Operator shall hold the School harmless and shall fully indemnify the School against all losses, damages, expenses and costs that the School may sustain or incur as a result, whether directly or indirectly, out of:

a. a breach of the Agreement or a Parent Agreement by the School Bus Operator; or

b. the provision of Services by the School Bus Operator.

SCHOOL BUS OPERATOR'S PERSONNEL

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

PUBLICATION OF DETAILS OF SERVICES

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

REQUIREMENT SPECIFICATIONS

39. The Services offered shall conform to the following Requirement Specifications:

    a. The School Bus Operator shall adhere to the School's rules and regulations for entering into the School's compound to provide the Services.

    b. The School Bus Operator shall:

        i. adhere to the arrival and departure times as stated in Clause 4.3 of the Call for Proposal;

        ii. adhere to the departure time for After School Services as stated in Clause 4.5 of the Call for Proposal;

        iii. adhere to the pick-up and drop-off times as agreed upon between the School Bus Operator and a Parent pursuant to the Parent Agreement.

    c. The School Bus Operator shall ensure that each student shall only be dropped off or picked up at Pickup Address, the Drop-off Address or the Common Location, as the case may be, as agreed by the Parent and not any other address (unless otherwise agreed by the Parent).

    d. The School Bus Operator shall provide the School with its proposals on the following items within one month from the Commencement Date:

        i. the proposed number of buses providing the Services to the School;

        ii. the bus capacity and licence plate number of each bus;

        iii. the proposed route plan and the Pick-up Addresses, the Drop-off Addresses, and the proposed Common Locations;

iv. the pick-up time and drop-off time of every student whose Parent has submitted a Request For Services; and

v. the proposed timeline for communication to Parents on the details of Services to be provided to them (including the pick-up and drop-off locations and timings).

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

e. The School Bus Operator shall provide the School with detailed records, in a format as determined by the School, of all students to whom it is providing the Services, including their names, classes, monthly Actual Bus Fare Prices payable, and the location where each student is to be picked up (and/or dropped off, as the case may be) by the School Bus Operator, at least two (2) weeks before the start of every calendar year. The School Bus Operator shall continue to maintain updated detailed records of all students to whom it is providing the Services and shall provide the School with such records upon the request of the School. The School Bus Operator shall obtain the consent of Parents for the School Bus Operator's usage of the abovementioned detailed records of students for the purpose of providing the Services, and for the disclosure of such records to the School.

f. The School Bus Operator shall take reasonable steps to ensure that mini vans or small buses are used to transport students in cases where the student is to be picked up (and/or dropped off, as the case may be) in private housing estates with a small pick-up/drop-off area. If this is not possible, the School Bus Operator shall inform the affected Parents after any Request for Services is raised.

g. Should any vehicle usually deployed by the School Bus Operator be incapable of being deployed for any reason, the School Bus Operator shall promptly provide an alternative vehicle to ferry all affected students. For the avoidance of doubt, any alternative vehicle deployed shall comply with Clause 39(k). Should such an alternative vehicle be deployed, the School Bus Operator shall ensure that the vehicle is driven by a driver who is familiar with the usual route.

h. The School Bus Operator shall act promptly on all feedback and complaints by Parents and shall inform Parents in a timely fashion of any bus breakdown, non-pick-up, or change of pick-up and/or drop-off location (as the case may be) that might affect them or their children.

i. The School Bus Operator shall appoint a person who will act as the liaison person for communication with the School. This liaison is to coordinate all transport arrangements under the Agreement, investigate into complaints & student-related incidents and keep the School informed of any action taken.

j. The School Bus Operator shall provide professional, courteous and timely service to the students and Parents at all times.

k. The School Bus Operator shall ensure that every vehicle that is used to provide the Services conforms to or exceeds all the requirements (including but not limited to times of emergency or during a pandemic) from Government authorities including but not limited to the Land Transport Authority of Singapore, the Ministry of Health, and the National Environment Agency; is equipped with first aid box, a fire extinguisher, and air conditioning; is maintained in a good working condition, and is clean and free from litter and pests.

l. The School Bus Operator shall provide at least one personnel to be stationed at the School during the Primary One orientation (with such date to be determined by the School) for at least one calendar month, or on any other subsequent dates as required by the School, to allow the Parents of Primary One students to raise Requests for Services and to assist and ensure that students board the correct bus.

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