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## 1. INTRODUCTION

The Lycée Louis-Massignon is the French School in Abu Dhabi (CLIENT) is under the responsibility of the French Embassy, and a private school licensed by ADEC. It now hosts 1750 students from pre-school to grade 12th and about 220 staff members, from teachers to administration and maintenance personnel who enable the daily operation of the campus.

A school extension is under construction It will enable to host 400 students from Pre- school to Grade 1.

## 2. SCOPE OF THE SERVICES

The CLIENT is tendering for: **delivery, supply and fitting of IT equipment.**

**The fitting is bound to start on March 15th, 2019 and finish on March 31st ,2019.**

## 3. ADVERTISEMENT CALL FOR TENDER

Call for tender has been published on **November 21st ,2018.**

## 4. OBTAINING TENDER DOCUMENTS

Soft copies of tender documents are transmitted by email and are freely available to all tenderers that have previously answered to the call for Tender for those SUPPLY IT EQUIPMENT.

## 5. COST OF TENDERING

All costs for the preparation and submission of this Tender are at the sole account of the Tenderers. The CLIENT will not be responsible for compensating any expenses which may be incurred by any Tenderer for this Tender.

## 6. LANGUAGE AND CURRENCY

The Contract documents shall be drawn up in English, which shall be the governing language of The Contract. However, should the CLIENT request the translation of any document submitted by the Contractor into Arabic it shall be prepared by and at the cost of the SUPPLIER.

The currency of the contract will be UAE Dirhams. All prices quoted must be in U.A.E. Dirhams (AED). Fractions of Dirhams shall be in Fils.

## 7. LUMP SUM AND

This is a lump sum contract. The Contract price shall not be amended except by authorized variations in writing by the Employer.

## 8. VAT INCLUDED

The price is VAT included.

## 9. FIXED PRICE

The Tenderer should note that this Tender is a Fixed Price Tender and he is to include for all fluctuations which may occur during the Period of Completion and for the cost of all risks, obligations and responsibilities under the Contract.

## 10. PRICING

Tenderers should take care not to make arithmetical errors in arriving at their total lump sum price. If errors are made the Tenderers will be obliged to stand by their quoted lump sum price, even if this total is less than the actual sum of all individual prices. However; should the quoted lump sum price be more than the arithmetically corrected price the Tender will be accepted in the arithmetically corrected sum.

In cases where unit rates included in the priced bills are found to be unacceptable to the Employer the Tenderer shall amend the rate by such amounts as agreed with the Employer. The price difference in the extended total for the item of work shall be carried to the summary page and clearly described and referenced and added to or deducted from the summary total.

## 11. CLIENT'S REPRESENTATIVE AND REQUEST FOR INFORMATION (RFI)

In order to ensure uniform interpretation of the specifications and to facilitate the exchange of information, the employer has appointed the following person(s) to represent him for this project:

**M. Cédric ALBY – CLIENT Financial Manager**

**daf@louismassignon.com**

**Mme Sylvie POULAT – CLIENT deputy Financial Manager**

**dafadjoint@louismassignon.com**

Should there be any doubt or query in the meaning of any of the Tender documents or as to anything to be performed or not to be performed or as to any other matter, the Tenderer must set forth in writing and submit the same to the Client not later than **7 days** before the date stipulated for submittal of Tenders. The replies to written queries, the explanations and clarifications given, and copies of documents will be issued as "Tenderers Bulletin" and circulated to all Tenderers not later than **3 days** before the date stipulated for submittal of Tenders.

## 12. TENDER PRICE/VALITY OF TENDER PRICE

The prize awarded is not update and not reviewable.

Tenders shall remain valid and binding upon the Tenderer for a period of **90 days**, commencing from the date fixed for submittal of Tenders to the Client and it may be accepted at any time before the expiration of this period. A provision for extension upon mutual agreement shall be explicitly mentioned.

## 13. TENDER DOCUMENTS TO BE SUBMITTED

The Tenderers shall submit one complete set of “ORIGINAL” in hard copy in a sealed envelope of the Tender documents together with a soft copy (USB or CD).

The Tenderers shall submit the following documents signed and stamped:

- VOLUME I - The instructions to tenderers
- VOLUME II - Conditions of Contract of the SUPPLY IT EQUIPMENT.
- VOLUME III- Scope and Specifications of the SUPPLY IT EQUIPMENT.
- CONTRACT AGREEMENT.
- **TECHNICAL AND COMMERCIAL OFFER**

All the above documents shall be dully signed and stamped.

In addition, the documents following documents shall be provided:

- VALID TRADE LICENSE: Copy of the current trade license
- AUTHORIZED REPRESENTATIVE duly substantiated by the Power of attorney
- SELETED REFERENCE ON SIMILAR BUISNESS: The service provider will have to select a maximum of 4 references demonstrating its ability to perform the services required in the tender
- COVER LETTER: The service provider will explain the reasons of answering the Tender and confirming full compliance with the technical and contractual condition set forth by the CLIENT

## 14. TENDER SUBMISSION

Tender shall be submitted in plain (i.e. without any mark allowing the identification of the Tenderer) sealed envelope at the CLIENT’s premises reception desk.

The envelope shall be endorsed as follows: **“LLM –DELIVERY, SUPPLY AND FITTING IT EQUIPMENT”**

The Tender shall be deposited not later than **December 5<sup>th</sup>, 2018 noon.**

## 15. CONFIDENTIALLY OF DOCUMENTS

All documents issued, and information given to the Tenderer shall be treated as confidential.

## 16. APPLICABLE LAW

The applicable law for the Tender and the Contract will be the applicable Emirati law.

## 17. ADJUSTEMENT

Tenderers having submitted a valid Tender's proposal submission will eventually be asked to specify; clarify; complete or amend their Tenders proposal in one or more meetings with the Committee. Discussions will mainly focus on the technical offer and will make it possible to verify its suitability for the financial offer.

The CLIENT reserve the right to increase or decrease the quantities of the supplies during these adjustments meetings.

## 18. CRITERA

The appreciation and the ranking of the bids will be made based on the following criteria (not set according to priority):

- Price of the services performed
- Deadlines of execution
- Technical Qualities
- Quality of materials
- Maintenance and after-sales service

This examination will be based on the study of the bid produced by the tenderer.

## 19. CONTENTS

**This tender is divided in different items package following :**

- n°1 : Mobilier générique
- Lot n°2 : Mobilier scolaire (tables et chaises)
- Lot n°3 : Mobilier sur mesure
- Lot n°4 : Rangement

Tenders are free to submit a bid for one or more items package.

**Tenderers shall submit a minimum of 75% of the items listed in the BOQ.**

## 20. ACCEPTANCE

## VOLUME I –INSTRUCTIONS TO TENDERERS– SUPPLY SERVICES

Tender will be evaluated upon the bid handed by the Tenderers. The Tenderers must be prepared to meet the CLIENT's representative's office during tender evaluation if requested to do so, in order to clarify and/or amplify any part of his Tender.

The CLIENT is not bound to accept the lowest or any Tender and will not state a reason for the acceptance or rejection of a tender.

	<p style="text-align: right;">LYCEE LOUIS MASSIGNON</p> <p style="text-align: center;"><b>DELIVERY, SUPPLY AND FITTING OF IT EQUIPMENTS</b></p>
	<p><b>VOLUME II CONDITIONS OF CONTRACT</b></p>

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## 1. SUBJET OF THE CONTRACT - PRESENTATION OF THE OPERATION - GENERAL PROVISIONS

### 1.1. Subject of the Contract

This contract represents a contract for the supply, delivery and installation of **IT equipment's** as part of the extension and the fitting out of Lycee Louis Massignon School in Abu Dhabi (United Arab Emirates).

The descriptions of the works as well as their technical specifications are contained in Volume III: SPECIFICATIONS.

If the contract is concluded with a consortium, the agent thereof shall be, for the execution of the contract, responsible of each member of the consortium for its contractual obligations towards the CLIENT.

### 1.2. Organization of Contracting Parties

The CLIENT

The CLIENT is Lycee Louis Massignon, establishment under the responsibility of the Agency for French Teaching Abroad (AEFE); French public administrative institution, under the supervision of the Ministry of Foreign and European Affairs; and private school licensed by Abu Dhabi Educational Council (ADEC).

The Person in Charge of the Contract is the Principal of Lycee Louis-Massignon. He is the responsible for implementing the procurement and contract execution procedures.

The SUPPLIER

The SUPPLIER or consortium to whom the contract is awarded, represented by its/ their authorized representative.

The SUPPLIER must immediately notify the CLIENT of the changes relating to:

- Persons having the power to hire the intervening team,
- The form, address and corporate name of the SUPPLIER or a member of the consortium,
- Any significant change in the operation of the SUPPLIER.



### 1.3. Subcontracting

The SUPPLIER may subcontract the performance of certain parts of the services subject to obtaining the prior approval of the subcontractor (s) by the CLIENT. An application for the approval of the subcontractor must be sent to the CLIENT prior to any intervention by the latter on the site.

## 2. CONTRACTUAL DOCUMENTS

The documents referred to herein below shall constitute an integral part that defines the conditions of the contract:

- VOLUME I - The instructions to tenderers,
- VOLUME II - Conditions of Contract of the SUPPLY SERVICES.
- VOLUME III - Scope and Specifications of the SYPPLY SERVICES.
- CONTRACT AGREEMENT.
- TECHNICAL AND COMMERCIAL OFFER.

## 3. PRICE AND METHOD OF PAYMENT

### 3.1. Form of the Price

The price is global, fixed and lump sum. It includes:

- The supply of **IT equipments**, its transport on the site, its assembly and installation in the premises of the school according to the location indicated in the BOQ;
- All constraints such as insurance, tax, para-fiscal and other costs related to all these services;
- The labor and travel of the agents required for the installation of the **IT equipment's** as well as the living expenses of the assembly staff;
- In general, all constraints related to the successful completion of the service and the restoration of the premises upon the end of the installation.
- The removal and recovery at no cost to the CLIENT of any delivery judged not in conformity with the Contract and / or rejected.

### **3.2. Price Variation**

The prices are firm, non-adjustable and non-revisable.

### **3.3. Taxes / Customs Duties**

The SUPPLIER shall bear the customs duties and taxes applicable hereto.

These fees and taxes shall be deemed included in the price submitted by the SUPPLIER.

### **3.4. Terms of payment**

The SUPPLIER shall submit to the CLIENT a statement specifying the claimed sums resulting from the performance of the contract, stating all the elements determining the said sums. It shall enclose all the necessary supporting documents.

The CLIENT shall accept or correct the invoice. It shall eventually complete it by showing the advances to be repaid, the penalties, and the imposed reductions.

The amount of the sum to be paid to the SUPPLIER shall be fixed by the CLIENT. The SUPPLIER shall be notified if the price is modified or completed.

### **3.5. Flat-Rate Advance**

A lump-sum advance equal to 20% of the contract price will be paid to the SUPPLIER unless waived in the contract agreement. This advance can only be granted if the SUPPLIER produces a first demand guarantee or a personal and joint guarantee of the amount of this advance.

The payment shall be released within 45 days from the date on which the first demands guarantee or the personal and joint guarantee is given.

The repayment of the lump sum advance shall commence when the amount of the services reaches or exceeds sixty-five percent (65%) of the original contract price. This payment shall be completed when the amount of services reaches eighty percent (80%) of the price of the contract.

### **3.6. Payments Deadlines**

The payment shall be made by bank transfer within 30 days (excluding bank transaction deadlines) as of the date of receipt of the draft bill by the CLIENT.

If, by reason of the SUPPLIER, the verification operations or all the necessary operations cannot be carried out, the period of payment shall be extended by a period of suspension equal to the period of delay resulting therefrom.

### **3.7. Interest on Arrears**

Failing to pay within the period indicated above shall automatically entail interests calculated on the basis of a rate of **0.2%** of the price excluding taxes of the unpaid deposit, per day of delay calculated as of the expiry of the payment period, all months started being due.

## **4. DEADLINES/ PENALTIES**

### **4.1. Deadlines**

The deadlines are set in the CONTRACT AGREEMENT.

The COMPLETION DATE shall be the date of the full completion of the service.

The delivery deadline of the **IT equipments**, as set out in the CONTRACT AGREEMENT, shall constitute one of the essential elements of the contract and the SUPPLIER, by signing thereon, shall formally undertake to do everything possible to comply therewith. It must inform the CLIENT as soon as it becomes aware of an external event likely to hinder the good progress of the services by specifying the needful to stop this inconvenience.

Particularly, it shall be the responsibility of the SUPPLIER to submit studies documents, documents, samples, technical data sheets and, more generally, the choices that would fall within the CLIENT decision as early as possible.

### **4.2. Delay Penalties**

Delay penalties may be deducted by the CLIENT from the sums due to the SUPPLIER, and the latter shall be responsible therefor, as part of the relations between subcontractors, of the possible passing on of said penalties to the failing subcontractors.

The penalties per calendar day of delay in the performance of the contract are fixed at a flat rate of **1/1000** of the total price of the contract, all assignments, services combined, all endorsements and any service orders combined regardless of the level of progress of the project.

The CLIENT shall also reserve the right to have the work carried out at the expense and risk of the SUPPLIER after a formal notice, if the delay attributable to the SUPPLIER is greater than 20 calendar days.

In this case, the SUPPLIER undertakes to keep available all the supplies and not to interfere in any way whatsoever the work of the companies that would be substituted to complete the work.

## **5. DELIVERY CONDITIONS**

The supply must be packed under conditions that ensure its protection effectively during handling, storage or transport. The destination of the supply and the reference of the contract must obligatorily be mentioned on the delivery notes and on the parcels/packages. If the delivery concerns more than one package, a list must be drawn up.

## **6. OPERATIONS OF VERIFICATION**

### **6.1. Verification and Approval**

The SUPPLIER or its representative shall attend the delivery of the services. At the time of this delivery, a simple qualitative and quantitative verification, which requires only a cursory review, may be performed.

The CLIENT must, within a period of fifteen (15) days after delivery, carry out qualitative and quantitative verification of the service, and notify its decision to the SUPPLIER.

Upon the end of the verification operations, the CLIENT shall take a decision on the approval, adjournment, adjustment or rejection. After the 15-day period mentioned above, the absence of a decision shall be deemed as approval decision.

### **6.2. Adjustment Decision**

If the CLIENT considers that services do not fully meet the Contract, but that there are possibilities of approval, it can decide adjustment which consists in a reduction of the price determined according to the extent of the imperfections.

### **6.3. Rejection Decision**

If the CLIENT considers that the services cannot be approved, even with adjustment, it shall decide a partial or total rejection.

The decisions of adjustment or rejection can only be made after summoning the SUPPLIER or its representative to be heard. These decisions shall be justified. In the event of rejection, the SUPPLIER shall be bound, unless otherwise decided, to re-perform the rejected service. Any handling and transport costs that may result from the adjournment or rejection of the services shall be borne by the SUPPLIER. The CLIENT shall fix the time given to the SUPPLIER to remove the rejected or adjourned services.

## **7. GUARANTEES**

The SUPPLIER shall warrant the CLIENT against any lack of strength, stability, manufacturing defect or material or workmanship of its equipment for a minimum period of **one year** from the date of final approval.

Under this guarantee, the SUPPLIER shall undertake to repair or replace at its own expense the part of the service that would be deemed as defective. This guarantee shall also cover the consequential costs of moving of the personnel, packing and transporting the required equipment by this repair or replacement. The CLIENT shall also be entitled to damages compensation in the event that, during the period of reparation, it incurs a deprivation of enjoyment.

If, upon the expiration of the guarantee period, the SUPPLIER has not carried out the prescribed reparations, the warranty period shall be extended until their completion.

## **8. INSURANCE**

The SUPPLIER and any subcontractors shall justify, within 15 days from the notification of the contract, that they have of a all risks professional indemnity , and Third Party Liability insurance policies guaranteeing in case of damage or accidents caused by the operations of delivery, handling and assembly of equipment, subject matter hereof.

## **9. ASSEMBLY STAFF**

The persons in charge of the assembly must be in line with the local regulations in force (MOL, Immigration, etc ..).

The CLIENT shall reserve the right to ask the CLIENT to provide supporting documents.

## **10. DISPUTES**

Before seeking the jurisdiction of the Emirati law and the courts of the UAE of Abu Dhabi, the parties undertake to amicably negotiate, as soon as practicable, all the problems arising between them in relation with the execution hereof.

## **11. TERMINATION OF THE CONTRACT**

### **11.1. Termination of the Contract by the CLIENT**

The CLIENT may at any time, whether or not because of a failure of the SUPPLIER, terminate the performance of services before the completion thereof, by a decision to terminate the contract.

In this case, the SUPPLIER shall be entitled to receive compensation for the damage it suffers as a result of this decision.

To claim compensation, the SUPPLIER must submit a written request, duly justified, within one month from the notification of the decision of termination. After examining this request, the CLIENT shall assess the possible damage suffered by the SUPPLIER and fix, if necessary, the due compensation.

### **11.2. Termination of the contract because of the failure of the SUPPLIER**

The CLIENT may terminate the contract because of failure of the SUPPLIER, without prior notice in the following situations:

- In case of manifest and lasting physical incapacity of the SUPPLIER compromising the good performance of the contract,
- If the SUPPLIER declares, out of cases of force majeure, being unable to fulfill its commitments,
- If the SUPPLIER commits in fraudulent acts relating to the nature, quality or quantity of services,
- If, after signature of the contract, the SUPPLIER is excluded from any participation in public tenders,
- If the SUPPLIER violates the labor laws or regulations,
- If the SUPPLIER does not respect its obligations of discretion.

In case of judicial settlement or liquidation of assets of the SUPPLIER, the termination shall be pronounced.

None of the cases of termination provided for herein shall entitle the SUPPLIER to receive any compensation.

**12. COMPETENT COURT**

In the event of a dispute that cannot be settled under this contract, the competent court shall be the Court of Abu Dhabi.

**13. LANGUAGE OF THE CONTRACT**

The contract shall be drafted in English.

	<p style="text-align: right;">LYCEE LOUIS MASSIGNON</p> <p style="text-align: center;"><b>SUPPLY, DELIVERY &amp; FITTING OF IT EQUIPMENT</b></p>
	<p><b>VOLUME III SCOPES OF SERVICES &amp; SPECIFICATIONS</b></p>

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## **1. OBJECTIVE**

The French school in Abu Dhabi “Lycée Louis Massignon” wishes to improve the computer experience for the teachers and students as well as optimize the daily maintenance of the computer park.

We currently have a basic infrastructure composed of computers only connected to a data-sharing server as well as an Active Directory.

Which means the computer park requires manual and local maintenance generating many delays in resolving issues we can meet daily as well as for the installations and updates for the many applications we own.

Therefore, we want to find a solution to centralize all our maintenance as well as for the management of software and user profiles.

## **2. SCOPE OF SERVICES**

This document is not exhaustive, and the supplier will be required to perform the designated services in accordance with the tender documents. Therefore, the flat price of its offer must cover all the necessary services, in accordance with the tender file, its possible adaptation and the regulations in force.

The supplier is required to be aware of the nature and location of the services required. It is also supposed to have a complete knowledge of the constraints resulting from the execution of the expected services. As a result, he cannot claim any deficiency or omission or claim any compensation whatsoever.

The supplier shall comply with all the provisions contained in the various parts of this specification and shall implement the equipment, equipment, means and personnel in enough numbers to meet the expectations and the deadlines of execution.

The supplier shall supervise the on-site assembly work in a manner that is followed and provide an authorized person with the opportunity to receive all orders or instructions from the customer's representative. The Supplier shall incur, remunerate and independently manage its employees, thereby releasing the client from all relevant social, tax and legal liabilities and obligations.

The supplier is responsible for the implementation of the necessary techniques and is required to know the site. As a result, he must inform the client of any errors or errors that he might find in the project documents before the contract is signed. If not, the supplier undertakes to execute, at his own expense, any service resulting from a poor appreciation of the techniques expected. He cannot claim any additional compensation in relation to the price of his offer.

## 2.1 DESIRED SOLUTION

We want to set up a virtualization solution including servers, SAN Storage, VDI and thin clients (or reuse the existing computers).

Here are the performances we want to get on the different machines:

500 PC competitors for staff and students (6GB RAM, 2 cores)

Including 3 PCs for IT departments and architect (8 GB RAM, 4 cores)

About user profiles (data):

1300 students with 10GB/profile

200 teachers with 300GB/profile

50 for Administration with 500GB/profile

### 2.1.1 Applications used

- |   |   |  |
|---|---|--|
| <ul style="list-style-type: none"> <li>• Autocad (1pc – architect)</li> <li>• Firefox</li> <li>• Edge</li> <li>• Chrome</li> <li>• VLC</li> <li>• Winrar</li> <li>• Video Codecs</li> <li>• Adobe Flash Player with ActiveX for windows</li> <li>• Adobe Flash player for firefox (NPAPI)</li> <li>• Swiff player</li> <li>• MS Office</li> <li>• Software camera "Image Driving Soft Ware"</li> <li>• Camera Software "TS View"</li> <li>• Logiciel camera "SCMOS Digital</li> </ul> | <ul style="list-style-type: none"> <li>• Camera Solution Disk"</li> <li>• Scientific Workshop Jalan SVT</li> <li>• Phylogène College</li> <li>• Phylogène High school</li> <li>• Sismolog</li> <li>• Tectoglob</li> <li>• Geniegen</li> <li>• Eduanatomist</li> <li>• Rastop</li> <li>• Anagène2 English version</li> <li>• Mesurim</li> <li>• DeVisu</li> <li>• Hominines</li> <li>• Phyloboite</li> <li>• Educarte</li> <li>• Rehor</li> <li>• Nerve</li> <li>• Detsex</li> </ul> | <ul style="list-style-type: none"> <li>• Audacity</li> <li>• Swf opener</li> <li>• Pronote</li> <li>• EDT</li> <li>• Scratch 2</li> <li>• Sketchup</li> <li>• Makeblock</li> <li>• Scientific Workshop Jalan Physical</li> <li>• Audacity</li> <li>• Google earth</li> <li>• Chemsketch</li> <li>• Chroma</li> <li>• The Gimp 2</li> <li>• Stellarium</li> <li>• SalsaJ</li> <li>• géogebra</li> </ul> |
|---|---|--|

### 2.1.2 Material required

The following table was designed by the school’s IT team depending on the requirements specified above. If the following configuration can be downgraded or must be upgraded to meet our needs to handle the software lists, please amend and justify in your proposed offer.

Description	Amount
Server, Dual Processor 18 Core x 2/512 GB/3x300 GB/Fiber HBA Type SuperMicro or equivalent	8
SAN Storage 120TB	1
SAN Switch	1
Rack 42U	1
Cisco Switch 10g	1

### 2.1.3 Licenses

#### Option 1

If an Open Source solution would be viable in terms of performance, monitoring and maintenance; please prioritize this solution as we would prefer to focus on this type of solution.

#### Option 2

Description	Amount
Microsoft Hyper-V	8
Microsoft SCVMM Standard Server (2 VMs)	2
Microsoft SCVMM VDI Suite CML Subscription (Academic)	500
Microsoft SQL Server Standard Edition	1
Microsoft Windows 10 VDA License Subscription (Academic)	500
Accops HyLabs Licenses	500

#### Option 3

Description	Amount
Microsoft Hyper-V	8
Citrix/VMWare or equivalent solution.	500

### **3. MAINTENANCE**

The Supplier must indicate the various maintenance contracts included in the offer concerning the equipment set up, the licenses for the hypervisor, VDI and clients.

Each maintenance contract must be written in detail by including in duration as well as the scope of the work supported.

Maintenance contracts must include both on-site and remote support in case of emergencies.

These contracts must also include monthly on-site interventions to ensure updates and the proper functioning of hardware and software provided.

### **4. TRAINING**

The supplier will have to provide, and indicate in his offer, a complete training for the two IT staffs.

The training should also include a certification corresponding to the services used (example: Windows/Citrix/Open Source Solution...)

### **5. QUALITY**

The supplier must ensure that His proposal respects the standards ISO/IEC JTC 1/SC 27000 concerning the technical safety of equipment, cyber-security and the elements Following are Respected:

- Computer racks should have a clearance of at least 42 inches.
- All racks should have proper grounding and seismic bracing.
- Computing equipment should have a maximum electrical intensity of 300 watts per square foot.
- Racks should be arranged in a hot-aisle/ cold-aisle configuration.
- Use cooling equipment with variable speed fans.
- Plan for redundancy, do not rely on building cooling for back-up
- Computer equipment and HVAC should have separate power panels.
- There should be no heat-generating support equipment.
- Electrical systems should have an isolated ground, grounding grid and dedicated neutral.
- Separate back-up power should be available for data center.
- The electrical system should have a shunt trip for purposes of emergency shutdown.
- A daily backup will have to be done in order to recover any loss of data if necessary.

This list is not exhaustive, and it is up to the companies to verify the concordance of their offers with the local and international standards and to indicate any necessary development.

If there is a difference between these different texts, the most restrictive document will be applied. The supplies are new, free from any defect or defect that could adversely affect their appearance, use and life expectancy.

The supplier is responsible for the supply of all deliverables necessary for the proper functioning of the services described.

## **6. MAINTENANCE OF WORKS**

The burrowing will be responsible for the repair or replacement of any furniture or equipment that represents defects in the installation or during assembly and during the warranty period following receipt.

It will also have at its expense all the work made necessary in case of deterioration of the premises concerned during the delivery and the assembly of the furniture.

All products must be protected up to the installation. The removal of this protection will be carried out by the claimant of the lot in question on the order of the institution's officials.

The company will also have to adjust and general cleaning of all its furniture.

## **7. DOCUMENTS TO BE PROVIDED**

The Supplier shall, at the time of receipt of the work, submit a file written in French or in English and strictly in accordance with the material posed, including:

- Maintenance manual (Information on maintenance and rehabilitation of equipment, periodicity of maintenance operations with their operating procedures...);
- The references and technical notices of the equipment and materials used.



LYCEE  
LOUIS-MASSIGNON  
Abu Dhabi - UAE



	<p>LYCEE LOUIS MASSIGNON</p> <p><b>TENDER DOCUMENTS</b></p>
	<p><b>CONTRACT AGREEMENT</b></p> <p><b>CONTRACT FORMS</b></p>

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**CLIENT / CLIENT:**

Lycée Louis-Massignon  
ABU DHABI UAE

**PROJECT / OPERATION:**

**DELIVERY/SUPPLY AND FITTING OF IT EQUIPMENT**  
**Fourniture, livraison et installation de matériel informatique**

**CONTRACT AMOUNT / MONTANT:** .Prices...in..AED including taxes./ AED TTC

**CONTRACT NOTIFICATION / MARCHÉ NOTIFIÉ LE:** ...../...../ 2018

**CLIENT / PERSONNE RESPONSABLE DU MARCHÉ:**

The Principal of Lycée Louis Massignon  
M. le proviseur du Lycée Louis Massignon,

**ACCOUNTING OFFICER / COMPTABLE ASSIGNATAIRE:**

The Director of Administrative and Financial Services of the Lycée Louis Massignon  
M. le Directeur des Services Administratif et Financier du Lycée Louis Massignon

## ARTICLE 1 –CONTRACTING PARTY (SUPPLIER) / CONTRACTANT

I /Je. .... undersigned / soussigné,

Acting in the name and on behalf of the following Contracting Party company  
.....as it's duly authorized representative (Power of Attorney authenticated  
in Abu Dhabi under N° ..... / agissant au nom et pour le compte de la société contractante  
.....en qualité de représentant autorisé (procuration authentifiée à Abu  
Dhabi sous le N°:)

Registered office at / domicilié à: .....Tél.....

Ministry of Economy's Commercial Register number: .....  
Numéro d'enregistrement commercial du ministère de l'économie

DED License number / Numéro de license DED.....

### SUPPLIER'S REPRESENTATIONS:

Hereby certifies, represents and warrants:

Certifie, déclare et garantit:

A. having carefully and entirely read and perused:

avoir soigneusement et entièrement lu et interprété:

(1) the terms and conditions of this Contract Agreement and all its annexes.

Les termes et conditions du présent Accord Contractuel et de toutes ses annexes.

(2) the Conditions of Contract applicable to this Contract Agreement, including the General  
Conditions of Contract; Volume II

Les conditions contractuelles applicables au présent Accord Contractuel, y compris les  
conditions générales du contrat ; Volume II

(3) the Tender Documents pursuant to which the Contract Agreement and Conditions of  
Contracts have been proposed to the SUPPLIER

Les documents d'appel d'offres en vertu desquels l'Accord Contractuel et les conditions  
contractuelles ont été proposés à l'Entrepreneur

B. having full knowledge and being familiar with the local regulations.

Avoir pleine connaissance et être familier avec les Réglementations locales.

D. Being under no suspension or interdiction whatsoever to enter into any contract agreements with  
public entities whether in the UAE or in France (This is a condition precedent to this Contract  
Agreement, the non-satisfaction of which would immediately result in the cancellation of the  
Contract Agreement);

N'être soumis à aucune suspension ou interdiction de conclure des accords contractuels avec des  
entités publiques, que ce soit aux Émirats arabes unis ou en France (Il s'agit d'une condition  
préalable à la présente convention contractuelle, dont la non-satisfaction entraînerait  
immédiatement l'annulation de l'Accord contractuel);

E. that all fitting services to be executed and performed by the SUPPLIER under the object of this  
Contract Agreement will be carried out with employees regularly employed under the applicable  
UAE immigration, labour and health and safety laws and regulations;



que tous les services de transport seront exécutés et effectués par le prestataire dans le cadre de l'objet du présent Accord Contractuel, seront effectués avec des employés régulièrement employés en vertu des lois et règlements applicables en matière d'immigration, de travail et de santé et de sécurité des EAU;

## **CONDITION PRECEDENT**

This Contract Agreement will only become binding if acceptance of the Contracting Party's tender is accepted and notified to the Contracting Party within **90 days** from the closing date for submission of tenders.

Le présent engagement ne vaut que si l'acceptation de l'offre du cocontractant est acceptée et est notifiée dans un délai de 90 jours comptés à partir de la date limite de remise des offres.

## **ARTICLE 2 – PRICE / PRIX**

All prices submitted by the SUPPLIER in the Contract Amount are deemed lump sum, firm, fixed and subject to no adjustment.

Les prix remis par l'Entrepreneur sont réputés forfaitaires, fermes et non-actualisables.

The prices of the Supply services are deemed inclusive of all obligations described in the contractual document.

Les prix des services de fournitures sont considérés incluant toutes obligations décrites dans les documents contractuels

The above prices shall be valid and applicable for the term of the CONTRACT fixed and non-revisable.

Les prix ci-dessus sont valides et applicables pour toute la durée du CONTRAT fermes et non révisables.

## **ARTICLE 3 – PAYMENT / PAIEMENT**

The payment shall be made according to the accounting rules of the School Louis Massignon.

Le paiement sera effectué en respectant les règles du Lycée Louis Massignon

All invoicing to the CLIENT (if any) shall be presented in the format in force in the UAE. The CLIENT shall have 30 days to pay. All payments shall be made by bank transfer.

Toute facturation au CLIENT (le cas échéant) est présentée au format en vigueur aux UAE. Le CLIENT dispose de 30 jours pour payer. Tout paiement est effectué par virement bancaires ;

Account Name/ intitulé du compte :.....

Bank Name / Nom de l'établissement : .....

Address / Adresse : .....

**IBAN :** .....

**SWIFT CODE :** .....

## ARTICLE 4 – CONTRACT DESCRIPTION / DESCRIPTION DU CONTRAT

The following documents, together with the Conditions of Contract shall be deemed to form and be read and construed as part of this Contract Agreement which forms the Contract between the parties:  
Les documents suivants sont réputés constituer et être lus et interprétés comme faisant partie du présent Accord Contractuel qui forme le contrat entre les parties :

- VOLUME I - The instructions to tenderers
- VOLUME II - Conditions of Contract of the SUPPLY SERVICES.
- VOLUME III- Scope and Specifications of the SYPPPLY SERVICES.
- CONTRACT AGREEMENT.
- TECHNICAL AND COMMERCIAL OFFER.

## ARTICLE 5 – TIME FRAME / DELAIS

The CONTRACT shall enter into force upon its signature.

The fitting is bound to start on **March 15th**, 2019 and finish on **March 31st ,2019**.

Le contrat entre en vigueur le jour de sa signature.  
L'installation doit commencer le 15 mars 2019 et se finir le 31 mars 2019.

## ARTICLE 6 – PLEDGES / ASSURANCES

The SUPPLIER's All Risks professional indemnity and Third-Party policies to be taken on usual terms to cover its legal obligations for the benefit of the Employer under this Contract Agreement will be provided by:

Les polices d'assurance tous risques et tiers du prestataire qui seront prises selon les conditions habituelles pour couvrir ses obligations légales au profit du client en vertu du présent contrat sera fournie par:

Insurance company: .....

Broker: .....

Insured Affiliation number: .....

## ARTICLE 7 –ADVANCE PAYMENT/ PAIEMENT DE L'AVANCE

The contracting party is willing to (claim and receive / not to claim and receive) the advance payment described in the Conditions of Contract.

(strike the claim / non-claim mention as relevant)

Le titulaire du présent marché (renonce / ne renonce pas) à percevoir l'avance de démarrage prévue aux Conditions du Contrat.

(Barrer la mention inutile)

Signed and stamped with the SUPPLIER seal in **Abu Dhabi**, in two original copies on:  
.....2018 (attached copy of the valid Supplier Representative power of attorney)

Fait en deux exemplaires originaux à **Abu Dhabi** signé et estampillé avec le sceau de l'entreprise du fournisseur le. (Copie jointe de la procuration en vigueur du fournisseur)

The Supplier: stamp, signature, and preceded by the handwritten words « read and approved »  
Le fournisseur : cachet, signature et précédé de la mention manuscrite "lu et approuvé"

***The Supplier***

This Contract Agreement offer is accepted as a valid contractual undertaking.  
Est acceptée la présente offre pour valoir acte d'engagement.

***Principal of Lycee Louis  
Massignon  
Le Provisieur***