

## VOLUME A: INSTRUCTION TO TENDERERS – INFIRMARY SERVICES

### 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 1700 students from pre-school to grade 12<sup>th</sup> and about 217 staff members, from teachers to administration and maintenance personnel who enable the daily operation of the campus.

### 2. SCOPE OF WORKS

The CLIENT is tendering for: Infirmary Services.

The Tender is related to a partnership with a hospital or medical clinic (the SERVICES) with the Lycée Louis Massignon (CLIENT) to supply and supervise Nurses for the school clinic at the Lycée Louis Massignon for the scholar year September 2022 to June 2023 (the SERVICES or INFIRMARY SERVICES). It includes among others the provision for nurses and infirmary secretary.

**The SERVICES are due to only start when ADEK confirm the decision to re-open the schools.**

### 3. CALL FOR TENDER AND OBTAINING TENDER DOCUMENTS / CONFIDENTIALITY OF DOCUMENTS

Soft copies of the Tender documents are transmitted by email and are freely available to all tenderers that have previously accepted to participate to the call for Tender for those SERVICES.

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

### 4. 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.

### 5. 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 SERVICE PROVIDER.

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.

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LYCEE LOUIS MASSIGNON

Établissement homologué par le ministère français de l'Éducation nationale

PO BOX 2314 - Abu Dhabi - Emirats Arabes Unis

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### 6. 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](mailto:daf@louismassignon.com)

**Miss. Sylvie POULAT – CLIENT Financial Deputy Manager**  
[dafadjoint@louismassignon.com](mailto: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.

### 7. TENDER PRICE/VALITY OF TENDER PRICE

The prices and rates proposed shall be firm and not subject to any escalation. 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,

### 8. 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 A - Instructions to Tenderers
- VOLUME II - Conditions of Contract of the SERVICES.
- VOLUME III- Scope and Specifications of the SERVICES

All the above documents shall be dully signed and stamped.

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In addition, the documents following documents shall be provided:

- VALID TRADE LICENSE: *Copy of the current trade license (DED Abu Dhabi)*
- VALID LICENSE FROM by Abu Dhabi Department Of Health
- AUTHORIZED REPRESENTATIVE duly substantiated by the *Power of attorney*
- MOL LIST: *Last up to date list of staff*
- FINANCIALS STATEMENTS: *audited reports for last three years*
- SELECTED REFERENCE ON SIMILAR BUSINESS: *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*
- TECHNICAL OFFER: *The service provider must submit an example menu for 20 days based on the Specifications and Scope of Work and the CVs of the key personnel*
- COMMERCIAL OFFER: Prices detail must be presented for all SERVICES

### 9. 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 – SCHOOL INFIRMARY SERVICES"**

The Tender shall be deposited not later than **May 05<sup>th</sup> 2022 noon.**

### 10. APPLICABLE LAW

The applicable law for the Tender and the Contract will be the applicable United Arab Emirates laws and regulations.

### 11. ACCEPTANCE

Tender will be evaluated upon the bid handed by the Tenderers.

The award criteria are as follows:

- The feasibility of responding to the requirements of the call for tenders (30%)
- The price (40%)
- The qualifications and experience of the personnel assigned to the performance of contract (25%)

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- The complete file (5%)

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 required to accept the lowest or any Tender at all and will not state a reason for the acceptance or rejection of any tender.

## VOLUME II –SCOPE OF SERVICES & SPECIFICATIONS – INFIRMARY SERVICES

### **1. OBJECTIVE OF THE SERVICES**

The French School “Lycée Louis Massignon” (“CLIENT”) has an infirmary for its students, staff and guests. This infirmary will be made at the disposal of the SERVICE PROVIDER for the performance of the SERVICES.

This agreement is concluded to provide and supervise nurses for the school clinic of French School Lycée Louis Massignon by SERVICE PROVIDER. The undersigned parties hereby accept and agree on the following terms and conditions as conditions of their partnership.

This relation shall be at the expense and under the responsibility of SERVICE PROVIDER.

### **2. SCOPE OF THE SERVICES**

The SERVICE PROVIDER must provide the following SERVICES:

1. Three nurses (two female and one male nurses) licensed by the DOH (Department of Health - Abu Dhabi) (“Nurses”). The SERVICE PROVIDER shall also ensure that the Nurses have the necessary professional trainings and the requirements of a school nursing according to the DOH. The mentioned number of personnel must

## VOLUME II –SCOPE OF SERVICES & SPECIFICATIONS – INFIRMARY SERVICES

comply with the rules applied by the DOH, which falls under the responsibility of SERVICE PROVIDER.

2. A secretary who shall supervise the nurses and maintain the organization of the management of incoming and outgoing patients daily. The secretary shall interface between the CLIENT's administration and the SERVICE PROVIDER to whom she/he will submit a report on a weekly basis. The Secretary shall also inform the parents when a patient needs to be sent home. The French language shall be an additional asset.
3. Nurse supervision by a DOH-approved family physician that shall make an annual visit for the student assessment program.
4. Supply of medication and other consumables,
5. Ensuring the maintenance of the equipment made available at the SERVICE PROVIDER's disposal and provided by the CLIENT.
6. Ensuring the replacement by personnel of the same qualification / skills in case of absence of personnel,
7. Insurance to cover the consequences of any possible professional misconduct made by staff.
8. Professional development training and all Continuing Medical Education (CME) required by the DOH.

### **Other related obligations (non-exhaustive list):**

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1. The medical personnel must comply with all the requirements prescribed by the DOH.
2. The SERVICE PROVIDER shall comply with the policies and procedures of the School Clinic and adapt themselves as necessary to meet the standards required by the DOH.
3. Obtaining and bearing any payments related to the residency visas, work cards and medical insurance regarding the three nurses and the secretary.
4. All costs related to the mobilization/demobilization of the personnel (airfare or other, visa and administration fees or other) shall be under the responsibility of the SERVICE PROVIDER.
5. Participation in the partnership meetings scheduled quarterly and ad hoc meetings which shall be organized as required.

### **3. MANAGEMENT OF THE SERVICES**

#### **3.1. SERVICES**

The SERVICES shall be managed as follows:

1. The working hours of the Nurses shall be ten (10) hours per day, in accordance with the official working hours of the school LLM, five (05) days a week (From Sunday to Thursday).
2. The PROVIDER SERVICE staff shall not take annual leaves during the academic year.

## VOLUME II –SCOPE OF SERVICES & SPECIFICATIONS – INFIRMARY SERVICES

3. The SERVICE PROVIDER staff shall be managed directly by LLM French School with reference to the SERVICE PROVIDER when necessary.
4. The SERVICE PROVIDER staff shall work at the LLM during school time and at SERVICE PROVIDER during school holidays (they will not be paid by LLM during these periods). This provision shall be specified to ensure that the SERVICE PROVIDER staffs keep their medical skills up to date.
5. The partnership meetings shall be scheduled on a quarterly basis and ad hoc meetings will be organized as required by both parties.

### 3.2. THE STAFF

The SERVICE PROVIDER undertakes to independently hire, pay and manage its employees, by keeping the CLIENT free of all social, fiscal and legal charges and obligations.

The SERVICE SUPPLIER undertakes particularly to

1. The staff equipment, clothing and food shall be provided by the SERVICE PROVIDER.
2. The employed staff has a public service mission. The reception of users must be adapted to the public (children) and welcoming (smiles and polite words to be respected).



## VOLUME II –SCOPE OF SERVICES & SPECIFICATIONS – INFIRMARY SERVICES

3. The staff shall also participate in the collective mission of educating the children, like the other staff of the establishment.
4. The person in charge of the SERVICE PROVIDER on the CLIENT's site shall ensure the relations with the CLIENT. The French language is a plus.
5. The SERVICE PROVIDER shall provide its staff with all the working clothing required to carry out their tasks.
6. The SERVICE PROVIDER undertakes to ensure the continuity of the infirmary even in the event of the absence of its staff and during the public holidays scheduled as working days in the CLIENT's calendar.
7. The SERVICE PROVIDER shall carry out the checks of the state of health of its staff. It shall take all measures if the state of health of its staff is not compatible with the exercise of its tasks.
8. The staff of SERVICE PROVIDER shall have access to the premises whenever required by the interests of the service.
9. The SERVICE PROVIDER shall comply with the internal regulations and the safety instructions in the event of fire. In this respect, all staff may be required, at the request of the CLIENT, to participate in training days in this area, up to a maximum of one day per year, at no extra cost to the CLIENT.
10. The staff shall be required to inform the CLIENT of any safety hazards of which they are aware.

## VOLUME II –SCOPE OF SERVICES & SPECIFICATIONS – INFIRMARY SERVICES

### **4. RIGHTS AND OBLIGATIONS OF THE CLIENT**

The CLIENT shall make available to the SERVICE PROVIDER the equipment and materials in its possession upon the signature of the contract which are necessary for the performance of the services defined in Article 2. In accordance with Article 3, maintenance is the responsibility of the SERVICE PROVIDER.

The required premises and equipment (according to the list in Article 3) to comply with the requirements of (DOH) shall be at the expense and responsibility of the CLIENT.

The CLIENT shall provide the SERVICE PROVIDER with the specialized medical equipment required to perform the SERVICES: Examination Couch, Medicine Cabinet, Instrument trolley, Ward Screen, Foot Step Double, Water Distiller, Wheel chair, movable over bed table, and first Aid kit.

The maintenance of the said equipment shall be the responsibility of the SERVICE PROVIDER. An inventory is provided by the CLIENT in Appendix 2.

The SERVICE PROVIDER shall keep the CLIENT informed of any damage caused to the building and the provided equipment.

## VOLUME II –SCOPE OF SERVICES & SPECIFICATIONS – INFIRMARY SERVICES

The CLIENT (or its representative) may check the services provided by the SERVICE PROVIDER at any time.

### **5. RIGHTS AND OBLIGATIONS OF THE SERVICE PROVIDER**

The SERVICE PROVIDER shall ensure the disposal of medical waste in a specific room made available by the CLIENT in containers provided by the CLIENT.

The disposal of waste and the cleaning of the premises shall be provided by the CLIENT.

The SERVICE PROVIDER shall make the investments necessary for the fulfilment of the contract and ensure their renewal (as well as the renewal of the equipment made available at the beginning of the contract by the CLIENT).

The SERVICE PROVIDER must inform the CLIENT in writing of the work to be achieved on the building.

The SERVICE PROVIDER is subject to the approval of the local authorities. This approval, issued by the Ministry of Health, shall be provided as an appendix to the contract upon signature of the said contract and, where applicable, upon each renewal thereof.

**VOLUME I: CONTRACT – INFIRMARY SERVICES SEPTEMBER 2022 / JULY 2023**

**THIS CONTRACT IS ENTERED INTO BETWEEN:**

- XXXXXXXXXXXXXXXX hereinafter called the "**SERVICE PROVIDER**"

**AND**

- **Lycee Louis Massignon**, having its address at P.O. BOX 2314 - ABU DHABI hereinafter called the "**CLIENT**",

For the purposes of the transport of the School's students and staff, hereinafter called "**SERVICE PROVIDER**".

- Whereas, the CLIENT requires the performance of the INFIRMARY SERVICES (or the SERVICES) at its premises located in Abu Dhabi,
- Whereas, the SERVICE PROVIDER declares it is qualified, able and willing to carry out this responsibility as per the terms, provisions and conditions herein contained,
- Now, therefore, in consideration thereof, and in view of the mutual covenants and agreements, the CLIENT and the SERVICE PROVIDER agree as follows:



## VOLUME I: CONTRACT – INFIRMARY SERVICES AOUT 2022 / JULY 2023

### I. DESCRIPTION OF THE SERVICES

The SERVICE PROVIDER shall provide the INFIRMARY SERVICES for the CLIENT all along the academic year in accordance with the school calendar annexed to Volume II hereof.

The quality of the SERVICES and other obligations / requirement is fully detailed in the Volume II of this CONTRACT which is fully enforceable as Scope of Services and Specifications.

### II. INSURANCE

The SERVICE PROVIDER may be held responsible only as part of the performance of the SERVICES provided for in Volume II of the CONTRACT.

The SERVICE PROVIDER undertakes:

- To take a medical malpractice insurance and nurses licenses.
- To take up an assurance coverage with a company of sound financial standing to cover his Third-Party Liability and all the employees should cover proper insurance. The SERVICE PROVIDER shall provide as part of his obligations a written certificate of insurance to the CLIENT.
- To settle regularly his insurance premiums and give evidence thereof as part of his obligations.
- To indemnify the CLIENT for any loss, damage or claim that it may suffer from the provision of SERVICE PROVIDER services.

Tenderers shall indicate in their offer the minimum amount covered for each required coverage.



**VOLUME I: CONTRACT – INFIRMARY SERVICES AOUT 2022 / JULY 2023**

**III. THE PRICE**

The prices of the SERVICES are deemed inclusive of all obligations described in Volume II hereof and shall be as follows:

- A fixed price per services covering the INFIRMARY SERVICES as well as all the obligations described in Specification in Volume II.
- In certain cases, described in Specification of Volume II, an hourly, daily or other rates,
- The rates are defined in Annex I of the CONTRACT

The above prices shall be valid and applicable for the term of the CONTRACT (i.e. one academic year), fixed and non-revisable.

VAT is 5% applicable on the CONTRACT. This VAT rate will adhere to any change in the Law. The minimum price of the CONTRACT is not guaranteed by the CLIENT and the SERVICE PROVIDER waives all claims against the CLIENT related thereto.

In addition to the above SERVICE PROVIDER will proportionate:

- 1- For the clinic of the school using SERVICE PROVIDER pharmacy:
  - 5% discount for medicine
  - 10% for consumables
- 2- For the LLM staff and their families:
  - 20% for consultation
  - 10% for Radiology and X-ray
- 3- Upon request, an ambulance for emergency can be provided by SERVICE PROVIDER for a service charge of xxx AED inside Abu Dhabi.



**VOLUME I: CONTRACT – INFIRMARY SERVICES AOUT 2022 / JULY 2023**

**IV. TERMS OF PAYMENT**

**4.1 INVOICING**

The SERVICE PROVIDER shall send on a monthly basis a statement of the infirmary services made during the previous month for CLIENT prior approval.

The invoicing based on the above approved statement shall be detailed and clearly show the details of the services performed by SERVICE PROVIDER and comply with all legal aspects but not limited to VAT regulations.

**4.2 PAYMENT**

The payment shall be made according to the accounting rules of the CLIENT.

The invoices for payment shall be made in one original copy containing the following information:

- The name and address of the SERVICE PROVIDER,
- The bank account IBAN number,
- The performed service,
- The amount of the service excluding the tax,
- The applicable VAT,
- The price of ancillary benefits
- The invoice dates

In case of renewal of the CONTRACT, the evolution of the rates may intervene and shall be made according to the evolution of the prices in the sector and with the CLIENT's formal

## VOLUME I: CONTRACT – INFIRMARY SERVICES SEPTEMBER 2022 / JULY 2023

agreement. It cannot be higher than 5% per year. It must be notified in writing before the 15<sup>th</sup> day of June preceding its date of application.

The CLIENT shall have 30 days to pay. All payments will be made by bank transfer.

### V. VALIDITY OF THE SERVICE DELEGATION CONTRACT AND SAFEGUARD CLAUSES

The CONTRACT is concluded for one (1) academic year. It can be renewed expressly by the CLIENT.

The CONTRACT may be interrupted and / or terminated at any time by the CLIENT by formal letter (with acknowledgment of receipt from SERVICE PROVIDER) in case of SERVICE PROVIDER's non-compliance with the specifications clauses. This case will not entitle SERVICE PROVIDER to **any** compensation.

The SERVICE PROVIDER informs the CLIENT by registered letter with acknowledgment of receipt if it considers affected, due to changes made by the CLIENT with respect to its services (change of calendar, etc...).

In the event of changes during the academic year, the SERVICE PROVIDER undertakes to ensure the INFIRMARY SERVICES in accordance with the provisions of the CONTRACT until the end of the academic year.

The CONTRACT shall enter into force upon its signature and shall become effective two (02) weeks before the beginning of the academic year following its signature. The first day of INFIRMARY SERVICES will be on the **15<sup>th</sup> August 2022 and at the latest when received the confirmation of ADEK of the decision to re-open the schools**. The last day of INFIRMARY SERVICES will be on the 15<sup>th</sup> July 2023.

The CONTRACT may be interrupted and / or terminated at any time and for any reason (including Force Majeure) by the CLIENT by formal letter (with acknowledgment of receipt from



**VOLUME I: CONTRACT – INFIRMARY SERVICES SEPTEMBER 2022 / JULY 2023**

SERVICE PROVIDER). In this case of SERVICE PROVIDER will be entitled to a maximum compensation equivalent to 50% of the average monthly invoicing for the current month.

**VI. SERVICE PROVIDER / CLIENT RELATIONS**

Any claims made by either party shall be settled by the SERVICE PROVIDER's and the CLIENT's representatives.

**VII. 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.

**VIII. TRANSITIONAL MEASURES:**

For three (03) months from the date of entry into force, the parties may agree to make amendments hereto, except on financial conditions and tariff systems, with the aim of achieving the maximum satisfaction of students and the families of Lycée Louis Massignon in Abu Dhabi.

Made on..... in Abu Dhabi (UAE).

**On behalf of the CLIENT**

**On behalf of the SERVICE PROVIDER**

Full Name : Jamel EL AYACHI  
Position : *The Principal*  
Signature :

Full Name :  
Position :  
Signature :