

Volume A: INSTRUCTION TO TENDERERS – SCHOOL TRANSPORTATION 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 1770 students from pre-school to grade 12th 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: School Transportation Services.

The tender is related to the transportation of pupils of the Lycée Louis Massignon (CLIENT) from their pick-up place to the Lycée (and return) for the scholar year August 2023 to 07 of July 2024. It includes among others the provision for buses, drivers and chaperones.

No sublet subcontracting is authorized.

The present contract is bound to start in order to be able to start transportation from August 30th, 2023.

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

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

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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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.

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:

Mrs. Laila AZOUAGH – CLIENT Financial Manager

daf@louismassignon.com

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Mrs. 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.

7. TENDER PRICE/VALITY OF TENDER PRICE

The prices are firm.

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 - The instructions to tenderers

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VOLUME I - Conditions of Contract of the SERVICES.

VOLUME II- Scope and Specifications of the SERVICES

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 (DED Abu Dhabi)*

VALID LICENSE FROM Abu Dhabi Department Of Transportation

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*

SELETED REFERENCE ON SIMILAR BUISNESS: *The service provider will have to select a minimum 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 shall respond based on the specifications and scope of the tender.*

COMMERCIAL OFFER: *Prices detail must be presented for all services*

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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 – TRANSPORTATION SERVICES"

The Tender shall be deposited not later than **May 08th 2023 noon**.

10. APPLICABLE LAW

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

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 (50%)
- The qualifications and experience of the personnel assigned to the performance of contract (20%)

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 binded to accept the lowest or any tender and will not state a reason for the acceptance or rejection of a tender.

VOLUME I – CONTRACT – SCHOOL TRANSPORTATION SERVICES 2022-2023

THIS CONTRACT IS ENTERED INTO BETWEEN:

- **XXXXXXXXXXXXXXXXX** 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 SCHOOL TRANSPORTATION 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:*

1. DESCRIPTION OF THE SERVICES

The SERVICE PROVIDER shall provide the school transport 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.

VOLUME I – CONTRACT – SCHOOL TRANSPORTATION SERVICES 2020-2021

2. 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:

- Motor insurance covering AED xxxx per occurrence as a minimum.
- To take up an assurance coverage with a company of sound financial standing to cover his Third-Party Liability and in particular all the buses should cover proper insurance to the buses including driver and passengers. 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.
- In case of deterioration of vehicles (seat, bodywork, icebreaker hammers etc ...) caused by third parties including students, the SERVICE PROVIDER may not pursue remedies against the CLIENT.

3. 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 trip covering the wear and tear of vehicles and operating expenses for drivers, chaperones, diesel and maintenance, etc ... as well as all the obligations described in Specification in Volume II.

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- In certain exceptional cases described in Specification of Volume II, an hourly or daily rental price,
- 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 0% applicable on the CONTRACT.

The minimum price of the CONTRACT is not guaranteed by the CLIENT and the SERVICE PROVIDER waives all claims against the CLIENT related thereto.

4. TERMS OF PAYMENT

4.1. INVOICING

The SERVICE PROVIDER shall send on a monthly basis a statement of the transport's services made during the previous month.

The invoicing shall be detailed and clearly show the details of the services performed by SERVICE PROVIDER.

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,

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- 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 date

In case of renewal of the CONTRACT, the evolution of the rates can intervene and shall be made according to the evolution of the prices in the sector of the transport and with the CLIENT's agreement. It cannot be higher than 5% per year. It must be notified in writing before the 15th day of June preceding its date of application.

In the event of disagreement between the parties as to the evolution of the prices, the new prices of the services will be calculated by applying on the tariffs of the school transport the variation intervened to the highest tuition fees on the preceding September 1st. The increase may not, in any case, be greater than 5%.

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

No payment will be made until an irrevocable bank deposit is issued from a local bank equivalent to 10% (Ten percent) of the estimated total price of the CONTRACT.

5. VALIDITY OF THE SERVICE DELEGATION CONTRACT AND SAFEGUARD CLAUSES:

The CONTRACT is concluded for One (01) year. It can be renewed expressly by the CLIENT.

The CONTRACT may be interrupted and / or terminated at any time by the CLIENT by registered letter (with acknowledgment of receipt from SERVICE PROVIDER) in case of SERVICE PROVIDER's non-compliance with the specification's clauses.

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This case will not entitle SERVICE PROVIDER to any compensation.

The SERVICE PROVIDER may terminate the CONTRACT by registered letter with acknowledgment of receipt if it considers that, due to changes made by the CLIENT with respect to its services (change of class schedules of students, etc.); its financial equilibrium is threatened.

In the event of changes during the academic year, the SERVICE PROVIDER undertakes to ensure the operation of the transport service 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 transportation services are scheduled to begin on **August 30th, 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 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.

6. SERVICE PROVIDER / CLIENT RELATIONS

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

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7. DISPUTES:

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

8. 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

Full Name : **Anne-Sophie GOUIX**
Position : **The Head of School**
Signature :

On behalf of the SERVICE PROVIDER

Full Name :
Position :
Signature :

VOLUME II –SCOPE OF SERVICES & SPECIFICATIONS – SCHOOL TRANSPORTATION SERVICES

1. Objective of the SERVICES

The French School “Lycée Louis Massignon” (CLIENT) offers its students a school transportation service in accordance with the 2023-2024 school calendar. This school transport service will be provided by the SERVICE PROVIDER.

The SERVICE PROVIDER shall take all the necessary measures in order to ensure the sustainability of the SERVICES and to contribute to its development by informing all the measures that should be taken to improve the school transport services entrusted to it.

2.Scope of the SERVICES

The SERVICE PROVIDER’s performance of the SERVICES is in full conformity with the law and the accepted Department of Transport (DOT) and ADEK (Abu Dhabi Education and Knowledge) rules and specifications and CLIENT rules and regulations.

Transportation services must be provided daily, as part of the school calendar, according to a trip defined in advance between the CLIENT and SERVICE PROVIDER. This trip may be modified by the CLIENT in case of necessity (adaptation to the traffic plan, works, deviations ...). The SERVICE PROVIDER shall be responsible of optimizing the bus circuit and may suggest modifications that must have obtained the written approval of the CLIENT before their application. The working hours of the CLIENT served shall be respected (see appendix 2). They may be evolved according to the necessities (decision of the School Board, works)

The SERVICE PROVIDER undertakes to implement the equipment, small, medium and large buses in accordance with the applicable legislation.

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In the case of a significant increase or decrease in the number of students benefiting from the transportation service during the year, the SERVICE PROVIDER will have to adapt to the requirements of the needs.

The SERVICE PROVIDER shall provide buses adapted to local regulations, drivers and chaperones (exclusively females). The performance of these SERVICES shall revolve around several circuits: The school calendar is provided to the SERVICE PROVIDER in the month of July preceding the beginning of the academic year in August 30th 2023 .

The transport must be carried out under normal conditions of regularity, cleanliness, safety and speed.

3.Vehicle characteristics

The SERVICE PROVIDER shall provide the buses used to transport students.

All used buses shall be the property of SERVICE PROVIDER.

The buses must comply with the applicable laws and regulations in force (see Appendix 1, School Bus General Specifications Checklist).

The SERVICE PROVIDER shall also provide two rescues bus (one mini and one big bus), ready at any time in case of breakdown or accident of another vehicle.

The SERVICE PROVIDER undertakes to provide the number of seats provided in the contract; all passengers must be transported seated. Children under 4 years old must be seated on a specific seat.

The SERVICE PROVIDER shall ensure that the vehicles requested by the CLIENT are able to ensure the school circuits according to the proposed vehicle loading gauge.

The SERVICE PROVIDER shall be responsible for the conformity, maintenance and condition of the vehicles.

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The SERVICE PROVIDER must ensure the maintenance of vehicles in perfect condition: lighting, painting, condition, seats and seat belts, braking system, tires, air conditioning system, first aid equipment etc

The SERVICE PROVIDER may implement a system of global positioning by smart phone.

The vehicles must at least be swept every day before commissioning and cleaned externally once a week.

4. Daily transportation, school trips and personal transportation

The SERVICE PROVIDER shall ensure the daily transportations of the students according to the school calendar and the needs of the CLIENT.

For kindergarten pupils, the transportation shall be done on dedicated buses. The transport of kindergarten pupil on buses used by older students shall only be carried out in distant destinations. The round-trip services shall be performed according to the same trips.

For other students, from elementary school to high school, a unique service is provided in the morning and the number of buses for a student arrival at the school between 7:30 and 7:50 am.

For the return, departures shall begin at 01:30 pm (priority shall be given to primary students), then at 03:45 and 05:30 pm.

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As part of the educational trips with students, the CLIENT shall benefit from the provision of 2 buses by SERVICE PROVIDER.

Due to the new ADEK regulations for field trips, the escorts must accompany the students. As the escorts are assigned to a bus number, the escort will stay in her bus if it is used for the field trip.

The cost of the escort will be charged to the SERVICE PROVIDER.

The SERVICE PROVIDER shall invoice fuel consumption.

If both buses are used (time of the school bus exceeded), the CLIENT shall rent buses and drivers from the SERVICE PROVIDER at the rates granted and mentioned in the price list.

The latter shall carry out a monthly invoicing.

As part of continuous training, missions and institutional events, the CLIENT shall:

- Rent additional bus provided by the SERVICE PROVIDER,
- Short term rental provided by the SERVICE PROVIDER

5. Staff

The SERVICE PROVIDER shall hire, pay and manage independently his employees, thus keeping the CLIENT free of all related social, fiscal and legal charges and obligations.

Particularly :

- The SERVICE PROVIDER undertakes to provide enough staff to ensure the optimal service performance.
- The staff must be trained in safety rules and more generally ensure to prevent all causes of accidents or mitigate their consequences if occurred.

The SERVICE PROVIDER undertakes to provide French-speaking staff representing at least 1/3 of the escorts

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More particularly, it shall pay full attention to the following points:

- Respect of the general regulations concerning the transport of persons
- Respect of the Driving Code,
- Respect of the legislation concerning the transport of persons
- The Staff should have a enough level of English and/or french to ensure good communication.
- The staff shall have a mission of service. The reception of the passengers must be adapted to the public (children) and benevolent (smile and politeness formulas to respect).
- The staff shall also participate in the collective mission of education of the children, in the same way as the other staffs of the CLIENT.

The staff shall:

- Be able to handle conflict and emergencies situations such as evacuation of the bus by aiding students,
- Show respect and courtesy to accompanying agents.

It must also report to the CLIENT any problem of discipline from the students according to the deadlines defined in this document as well as any deterioration of the material the following day.

In the event of an incident, the driver must immediately alert the CLIENT's transport agent.

- The SERVICE PROVIDER shall provide its staff with all the work uniforms necessary for the accomplishment of their tasks. These uniforms shall be approved by the DOT for drivers and supervisors.

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- The SERVICE PROVIDER undertakes to ensure the continuity of the SERVICE even in case of absence of its staff and during the holidays in accordance with the calendar of the CLIENT.
- The SERVICE PROVIDER shall check the state of health of its staff. It shall make all the arrangements in cases where the state of health of its staff is not compatible with the exercise of the school transport.
- The driving staff must always be reachable by their operating manager and vice versa in order to ensure responsiveness and efficiency in the day-to-day operation of the services.

The estimated hours of performance of the services (beginning and end) are indicated in APPENDIX 2

During the execution hereof, and in order to allow and / or modify the performance of the school bus service (s), certain hourly adaptations may:

- be brought by the CLIENT,
- be proposed by SERVICE PROVIDER and validated by the CLIENT.

The bus stop stations will be validated by the CLIENT. The SERVICE PROVIDER can carry out reconnaissance tours and propose certain adaptations of location of bus stop stations during the period hereof.

The adaptations and modifications must be validated by the CLIENT.

No additional station or complacency should be implemented without the approval of the CLIENT.

The staff shall be bound to inform the CLIENT of any danger related to the safety of school buses or trips of which it is aware.

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6. Rights and obligations of the CLIENT

The CLIENT shall precisely describe its needs to SERVICE PROVIDER. The CLIENT shall send the annual school calendar and particularly detail the operations at the beginning and end of the academic year.

The CLIENT uses the CLIENT's transport coordinator as well as 2 drivers.

The transport coordinator, assisted by the 2 drivers of the CLIENT and the dedicated SERVICE PROVIDER interlocutor, shall manage the route of the bus lines.

The CLIENT's transport coordinator shall be responsible for the daily liaison with the families as well as the organization of the educational trips and the transport of personnel (see Article 4)

The CLIENT shall affirm the utmost importance that it grants to the safety of the transported students and the staff, and to the respect of the following essential rules:

- Technical visits of vehicles,
- Compulsory use of the seatbelt
- Distress signal,
- Availability of a fire extinguisher,
-

The CLIENT will ask the SERVICE PROVIDER to provide monthly and annual data (Counting the number of students for each trip, incidents, etc ...).

The CLIENT may prepare and keep up to date the data, making it possible to follow the frequentation and the quality of the service rendered to the passengers, and shall inform the SERVICE PROVIDER about the principal evolutions detected on the services which are entrusted to it.

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The CLIENT reserves the right to have the vehicle authorities in the SERVICE PROVIDER Park inspected by the vehicle authorities without prior notice. The latter may not object that.

Control of Performed Services

The CLIENT may carry out checks at any time on all or part of the SERVICES performed by SERVICE PROVIDER. The latter may not refuse the. The purpose of these checks is to verify that all the requirements and obligations incumbent upon SERVICE PROVIDER and set out in these specifications are met.

The person in charge of these controls shall be made known to the SERVICE PROVIDER.

7. Rights and obligations of the SERVICE PROVIDER:

The SERVICE PROVIDER shall provide the school transportation services according to the pickup points indicated as stop (see APPENDIX 2). The SERVICE PROVIDER shall oversee optimizing bus routes.

The SERVICE PROVIDER must respect the obligations resulting from the legislation applicable to school transport, such as the yellow color and the surveillance camera system.

The SERVICE PROVIDER must inform the CLIENT of the evolution of the legislation and the regulations relating the safety.

Any change to be made to the vehicles will be the responsibility of SERVICE PROVIDER.

The vehicles must comply with the regulations in force regarding the technical inspection of vehicles.

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The SERVICE PROVIDER must leave all facilities to carry out the controls requested by the CLIENT.

In general, the SERVICE PROVIDER will take care to prevent all the causes of accidents or to mitigate their consequences if they occur.

In particular, the SERVICE PROVIDER should pay attention to the following points:

- Compliance with the general regulations governing the transport of persons (see Appendix 1) and bus safety and hygiene measures required from ADEK.
- Respect for the Highway Code

The SERVICE PROVIDER shall be subject to the approval of the local authorities. The latter is annexed to the CONTRACT signed by the Department of Transport (DOT), Abu Dhabi Emirates School Bus Regulations) will be provided as an annex to the CONTRACT and must be given at each renewal of the CONTRACT.

The SERVICE PROVIDER must hold a valid commercial license.

For all SERVICES, the SERVICE PROVIDER undertakes to provide a maximum level of reliability in the performance of the service by:

- The provision of a usual driver and escorts,
- The presence of a waybill in the vehicle indicating the route to be followed, the stations and schedules to be respected,
- The cleanliness inside and outside the vehicle
- The good general condition of the vehicle (maintenance and equipment of the vehicle)

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The SERVICE PROVIDER must send in writing to the CLIENT the effective load recorded on each circuit to avoid any excess in school buses that may jeopardize the safety of the transported students. During the academic year, any excess number of students found on school circuits must be reported to the CLIENT in writing immediately.

The number of students in the SERVICE PROVIDER transport chaperons is strictly forbidden.

The SERVICE PROVIDER must communicate the list of drivers in service and their assignment. It shall be held responsible for the quality of his drivers' service.

The SERVICE PROVIDER undertakes to ensure the validity of the driving licenses of its staff and other regulatory training, to provide a copy of driver's license, as soon as the contract enters into force.

The SERVICE PROVIDER shall be bound to respect its obligations in terms of the training of Drivers and chaperons.

The SERVICE PROVIDER shall send all the documents necessary for the accreditation of all the supervisors to ADEK (Abu Dhabi Education and Knowledge).

The SERVICE PROVIDER undertakes in the management system for the maintenance of the vehicles put into service in order to guarantee the safety, the comfort of the trips but also the regularity (schedules) of the services regarding the transmitted waybills.

After the notification of the contract, and at the latest 10 days before the effective start of the services, the SERVICE PROVIDER shall provide the copies of the last minutes of technical control.

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7.1 Management of breakdowns and incidents

The SERVICE PROVIDER shall be bound at least to inform the CLIENT within thirty (30) minutes of any bodily and / or equipment injury occurred during the transportation of students entrusted to it.

The SERVICE PROVIDER undertakes to report in a precise way to the CLIENT the nature of the incidents which prevented the normal progress of the service, within thirty (30) minutes.

Particularly, the SERVICE PROVIDER shall report work and obstacles to traffic disrupting traffic.

In the event of a complaint from a user, the SERVICE PROVIDER must provide clarification to the CLIENT regarding the reason for the disruption.

7.2 Picking up and Dropping Off Students

The SERVICE PROVIDER is required to pick up of and drop off the students at the stop stations fixed in the contract, without making any modification except express request of the CLIENT.

In particular, it shall ensure that the conditions for picking up and dropping off the students do not pose an immediate threat to their safety.

The drop off of the students shall be made on the zones arranged for this purpose. The SERVICE PROVIDER must conform to the surroundings of the CLIENT's establishment and the CLIENT's instructions in terms of parking and traffic.

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7.3 Discipline

The driver and the escort must report to the CLIENT, in case of indiscipline of a student holding a school card, the offenses committed and the identity of the person responsible, for any useful consequences.

Any deterioration caused by students inside a school bus, if they are minor, shall be the responsibility of their parents, or if they are major, their own responsibility.

The responsibility of the CLIENT will in no case be claimed by SERVICE PROVIDER.

In case of repeated indiscipline of a student, the driver and the escort must report to the CLIENT through a Communication Card.