



VOLUME I - Instructions to tenderers

Photocopy machines – Printing department

RFP release date: September 1st 2023

Offers submission deadline: September 10, 2023, before midnight

Committee: September 11, 2023

Final negotiation period: September 11 until September 13, 2023

Signed contract: September 14 2023

Delivery deadlines: October 1st, 2023

Objectives

The Lycée Louis Massignon of Abu Dhabi is requesting its partners for proposals to provide photocopy machines to be dispatched over the school with a compatibility with current print server MyQ.

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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.

2. Scope of the services

The CLIENT is tendering for: **RFP FOR Photocopy machines – Printing department.**

The delivery for phase I is bound to happen by **October 1st, 2023.**

3. Advertisement call for tender

Call for tender has been published on **September 1st, 2023**

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 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.

6. LUMP SUM AND

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

7. VAT Included

The price is VAT included.

8. 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.

9. 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 Client the Tenderer shall amend the rate by such amounts as agreed with the Client. 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.

10. Client's representative and request for information

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

M. Christophe HAMMAMI – IT Manager

it@louismassignon.com

Mrs Sylvie Poulat

dafadjoint@llm.education

M Frederic GULKASEHIAN – Financial Manager

daf@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.

11. Tender price/validity of tender price

The prize awarded is not update and not reviewable.

Tenders shall remain valid and binding upon the Tenderer for the entire 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.

Upon tender approval, prices are locked and fixed for the entire duration of the project. Should the models agreed upon be discontinued, the tenderer should mention it to the client and propose another model of similar configuration **at no extra cost for the client** and upon approval by the client.

12. Tender documents to be submitted

The Tenderers shall submit one complete set of "ORIGINAL" in hard copy or soft copy via email.

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- TECHNICAL SCOPE AND SPECIFICATIONS.
- 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

13. 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: **"RFP FOR Photocopy machines – Printing department"**

The Tender shall be deposited not later than **September 10, 2023 before midnight.**

14. Confidentiality of documents

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

15. Applicable law

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

16. Adjustment

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.

17. Criteria

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 : 40%**
- **Technical configurations : 30%**
- Proposed maintenance and after-sales services : 30%

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

18. Contents

Leasing of 20 photocopier machines based on a pay per click contract depending on the nature of the copy (color or Black & White).

1. 16 Color copy machines

- 6 heavy duty machines with stapling
- 3 standard machines for office purpose with stapling
- 7 standard machines for office purpose

2. 4 Black and White machines

- 2 heavy duty machines with stapling
- 2 heavy duty machines

3. Speed of machines

- All color machines must provide at least 45 copies/minute.
- All black and white machines must provide:
 - o At least 80 copies/minute for heavy duty
 - o At least 60 copies/minute for standard machines

4. Quality

- All machines must have a perfect quality as per the standards of our school.
- All color machines must have a perfect color accuracy.

5. Document feeder

- All machines must have a minimum of 300 pages document feeder.

6. Print server

- The current setup in the school is with MyQ. The machines provided must be compatible for this environment. All users already possess a PIN code.

19. Acceptance

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.

20. Document Signature

Company Name:.....

Contact Name:

Contact Number:

Stamp and Signature preceded by the handwritten words « read and approved »:



VOLUME II - Conditions of Contract of the SUPPLY SERVICES

Photocopy machines – Printing department

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Objectives

The Lycée Louis Massignon of Abu Dhabi is requesting its partners for proposals to provide photocopy machines to be dispatched over the school with a compatibility with current print server MyQ.

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1. Subject 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 leased and server managed photocopy machines for the account of the Lycée 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: TECHNICAL SCOPE AND 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 Lycée 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 Lycée 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 - TECHNICAL SCOPE AND SPECIFICATIONS
- 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

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 equipment's, 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 for the entire duration of the project. Should the models agreed upon be discontinued, the tenderer should mention it to the client and propose another model of similar configuration at no extra cost for the client and upon approval by the client.

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 payments

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.

Payment is based upon monthly bills.

3.5 Flat-rate advance

A lump-sum advance equal to 50% 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.

3.6 Payments deadlines

The payment shall be made by bank transfer within 45 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 machines, 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.

Delivery must be made before October 1st, 2023.

6. Operations of verifications

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. Guaranties

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.

14. Document Signature

Company Name:.....

Contact Name:

Contact Number:

Stamp and Signature preceded by the handwritten words « read and approved »:



VOLUME III - TECHNICAL SCOPE AND SPECIFICATIONS

Photocopy machines – Printing department

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The Lycée Louis Massignon of Abu Dhabi is requesting its partners for proposals to provide photocopy machines on lease to be dispatched over the school with a compatibility with current print server MyQ.

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1. Devices requirements

1. 16 Color copy machines

- 6 heavy duty machines with stapling
- 3 standard machines for office purpose with stapling
- 7 standard machines for office purpose

2. 4 Black and White machines

- 2 heavy duty machines with stapling
- 2 heavy duty machines

3. Speed of machines

- All color machines must provide at least 45 copies/minute.
- All black and white machines must provide:
 - o At least 80 copies/minute for heavy duty
 - o At least 60 copies/minute for standard machines

4. Quality

- All machines must have a perfect quality as per the standards of our school.
- All color machines must have a perfect color accuracy.

5. Document feeder

- All machines must have a minimum of 300 pages document feeder.

6. Print server

- The current setup in the school is with MyQ. The machines provided must be compatible for this environment. All users already possess a PIN code.

2. Type of contract

The contract is on a 1-year leasing renewable basis.

All photocopy machines will be on lease based on a pay per click contract depending on the nature of the copy (color or Black & White). No ownership of the machines is planned for the school.

2. Maintenance and support

A weekly maintenance of all machines must be done by the supplier to ensure the best quality and providing a report following the mentioned checkpoints:

- Each machine status:
 - o Issue faced or discovered
 - o Activity done
 - o Any planned activity

The contractor shall ensure all toner stocks are maintained with 10 supplies of each to ensure our activities are not disturbed.

The maintenance shall be done following some key points:

- Rolls
- Transfer
- Fusion
- Cleanliness
- Paper trays performance

4. Document Signature

Company Name:.....

Contact Name:

Contact Number:

Stamp and Signature preceded by the handwritten words « read and approved »: