

VOLUME A: INSTRUCTION TO TENDERERS – TRANSPORTATION SERVICES

1. INTRODUCTION

The Institut Régional de formation, middle east area, is responsible for managing and structuring the training offer for all staff, organizing training at the level of the middle east zone, developing partnerships, and implementing education, sporting, and guidance initiatives at the zone level.

2. SCOPE OF WORKS

The CLIENT is tendering for: Transportation Services.

The Tender is related to the transportation of teacher training sessions (the SERVICES) with the Institut Régional de Formation (CLIENT). The Institut Régional de Formation, based at Lycée Louis Massignon, is seeking qualified transportation providers to facilitate the arrival and departure of trainees from around the world to and from Abu Dhabi for training sessions. The institute aims to ensure smooth and efficient transport for participants attending its programs (approximately 85 training sessions throughout the school year), including airfare arrangements. Each session hosts 25 participants.

The SERVICES are due to only start when ADEK confirm the decision to 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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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. Frédéric GULKASEHIAN – CLIENT Financial Manager

daf@louismassignon.com

Mrs. Sylvie POULAT – CLIENT Financial Deputy 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 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 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.

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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 shall respond based on the specifications and scope of the tender.*
- 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: **"IRF – TRANSPORTATION SERVICES"**.

Proposals must be submitted within 3 weeks of the publication of the RFP on the designated website. All submissions are due by **November 22nd, 2024** and should include the following documents:

- Detailed quote: Itemized pricing for services offered
- Description of proposed transportation services: information on facilities and amenities
- Reservation and cancellation policy: terms for booking adjustments and cancellations

10. APPLICABLE LAW

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

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11. ACCEPTANCE

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

The award criteria are as follows:

- Pricing (50%) - competitive rates for transportation services, including any package deals for multiple sessions and anticipated volumes at the different periods from October to June.
- Service quality (20%) - service responsiveness and availability.
- Experience (15%) - Past experience in handling similar contracts.
- Flexibility (15%) - Capacity to adjust transportation arrangements based on changes to session schedules or participant numbers.

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 I: CONTRACT – TRANSPORTATION SERVICES

THIS CONTRACT IS ESTABLISHED BETWEEN:

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

AND

- **Institut Régional de Formation Middle east**, having its address at P.O. BOX 2314 - ABU DHABI hereinafter called the "**CLIENT**",

For the purposes of teacher's transportation, hereinafter called "**SERVICE PROVIDER**".

- Whereas, the CLIENT requires the performance of the TRANSPORTATION 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:

Institut Régional de Formation

Établissement homologué par le ministère français de l'Éducation nationale

PO BOX 2314 - Abu Dhabi - Emirats Arabes Unis

| Tél. : 00 971 2 444 80 75 | Fax : 00 971 2 444 92 90 | www.ilm.ae



VOLUME I: CONTRACT – TRANSPORTATION SERVICES

I. DESCRIPTION OF THE SERVICES

The SERVICE PROVIDER shall provide the TRANSPORTATION SERVICES for the CLIENT from October to June based on the needs specified by the CLIENT.

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 must maintain appropriate insurance coverage including public liability insurance, to cover any claims that may arise from incidents directly related to the service provided, ensuring protection for both the agency and the trainees.

The SERVICE PROVIDER must maintain professional liability insurance to cover any errors, omissions, or negligence related to booking, ticket insurance, and travel arrangements made one behalf of trainees.

III. THE PRICE

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

- Hourly rate: An agreed hourly rate will apply to each booking request, covering time and resources dedicated to securing the best available rates and itineraries as per the contract specifications.

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- A fixed price per services covering the TRANSPORTATION SERVICES as well as all the obligations described in Specification in Volume II. The SERVICE PROVIDER will invoice the actual ticket price, including taxes and fees, at the booking time.
- In certain cases, described in Specification of Volume II, an additional service, such as changes to itineraries or cancellations, will incur fees as specified in the contract.
- The rates are defined in Annex I of the CONTRACT

The above prices shall be valid and applicable for the term of the CONTRACT, 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.

IV. TERMS OF PAYMENT

4.1 INVOICING

The SERVICE PROVIDER shall send an invoice based on services made during each training session. 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 and limited to VAT regulations.

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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 date

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 agreement. It cannot be higher than 5% per year. It must be notified in writing 15 days before the end of contract.

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

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V. VALIDITY OF THE SERVICE DELEGATION CONTRACT AND SAFEGUARD CLAUSES

The CONTRACT shall remain effect for the agreed period. The SERVICE SUPPLIER shall not delegate or subcontract any part of the services without prior written approval from 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...).

The CONTRACT shall enter into force upon its signature.

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).

VI. 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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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.

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

On behalf of the CLIENT	On behalf of the SERVICE PROVIDER
Full Name : Anne-Sophie GOUIX	Full Name :
Position : The Head of school	Position :
Signature :	Signature :

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VOLUME II – SCOPE OF SERVICES & SPECIFICATIONS – TRANSPORTATION SERVICES

1. OBJECTIVE OF THE SERVICES

The Institut Regional de Formation, middle east area (CLIENT), based at Lycée Louis Massignon, organizes training sessions for teachers from October to May. The Tender is related to the transportation of teacher training sessions (the SERVICES) to facilitate the arrival and departure of trainees from around the world to and from Abu Dhabi. The institute aims to ensure smooth and efficient transport for participants attending its programs, including airfare arrangements.

2. DESCRIPTION OF SERVICES

The Institut Regional de Formation distributes 85 sessions from October to May, with an average of 25 participants per session. The Institut Regional de Formation is seeking a comprehensive transportation and airfare solution to facilitate the arrival and accommodation of trainers and trainees. The following points outline the specific services required and explained on article 3.

3. SCOPE OF THE SERVICES

The **SERVICE PROVIDER** must provide the following SERVICES:

1. **Airline ticketing.** responsible for handling all airline ticket arrangements, including booking, issuing, and sending confirmation details for trainers and trainees. Provide assistance with any changes, cancellations or rebooking as needed, adhering to reasonable policies.
2. **Booking flexibility.** The provider should offer flexible booking options to accommodate possible changes in the number of participants or session dates, for modifications or cancellations (free of charge). Provide comprehensive airfare options for trainees traveling from various international locations to and from Abu Dhabi. Include options for direct flights as well as layovers, depending on participant preferences.

L'INSTITUT REGIONAL DE FORMATION

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3. **Competitive pricing.** Secure competitive rates for transportation services, including any package deals for multiple sessions and anticipated volumes at the different periods.
4. **Offer preferential rates** of 15% on travel requests made by the staff of the Institut Régional de Formation for personal travel.

This scope ensures that all potential providers understand the expectations and requirements, allowing for clear and comprehensive proposals.

3.1. 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 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.
2. The staff shall be required to inform the CLIENT of any safety hazards of which they are aware.

4. RIGHTS AND OBLIGATIONS OF THE CLIENT

The CLIENT commits to informing the SERVICE PROVIDER of transportation needs by providing the number of participants, exact dates, and any specific transportation requests at least two weeks in advance to each session.

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The CLIENT must confirm final bookings for each session and notify the provider of any changes or cancellations within the agreed timeframe.

The CLIENT makes payments for services rendered according to the services and invoice settlement deadlines.

Provide feedback to the PROVIDER on service quality, gathering participant feedback and sharing it as necessary to improve future stays.

The CLIENT ensures smooth coordination between the provider and participants, including arrival details, personal information, specific needs, and all necessary information for a seamless stay.

5. RIGHTS AND OBLIGATIONS OF THE SERVICE PROVIDER

The SERVICE PROVIDER must ensure timely responses to booking requests and be able to adjust as needs.

The SERVICE PRIVER allows flexibility to adjust schedules or arrangements based on session date changes, participant numbers or other needs with reasonable notice.

The SERVICE PROVIDER provides detailed invoices and documentation for each booking including ticket information and any applicable fees.