



Tender Specifications

Framework contract for Transportation services

Negotiated procedure without prior
publication

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Table of content

1	Technical Specifications.....	6
1.1	Requirements for the services and the deliverables.....	6
1.1.1	Technical methodology.....	6
1.1.1.2	Place of performance.....	7
1.1.2	Project Management	7
1.2	Requirements for the resources	8
1.2.1	Human Resources	8
1.2.2	Vehicles	9
2	General provisions.....	10
2.1	Derogations from the General Implementing Rules.....	10
2.2	Contracting authority.....	10
2.3	Institutional setting of Enabel.....	10
2.4	Rules governing the procurement contract.....	11
2.5	Definitions	12
2.6	Processing of personal data by the contracting authority and confidentiality.....	13
2.6.1	Processing of personal data by the contracting authority.....	13
2.6.2	Confidentiality	13
2.7	Deontological obligations.....	14
2.8	Applicable law and competent courts	14
3	Modalities of the contract.....	16
3.1	Type of contract	16
3.2	Scope of the contract.....	16
3.2.1	Subject-matter.....	16
3.2.2	Lots.....	16
3.2.3	Items	16
3.2.4	Variants.....	16
3.3	Duration of the contract	16
3.4	Value of the contract.....	17
4	Special contractual provisions.....	18
4.1	Managing official (Art. 11)	18
4.2	Subcontractors (Art. 12 to 15)	18
4.3	Confidentiality (art. 18).....	19
4.4	Protection of personal data	20
4.4.1	Processing of personal data by the contracting authority.....	20

4.4.2 Processing of personal data by a subcontractor	20
4.5 Intellectual property (Art. 19 to 23)	21
4.6 Performance bond (Art. 25 to 33).....	21
4.7 Conformity of performance (Art. 34)	21
4.8 Changes to the procurement contract (Art. 37 to 38/19).....	21
4.8.1 Replacement of the contractor (Art. 38/3)	21
4.8.2 Adjusting the prices (Art. 38/7).....	22
4.8.3 Indemnities following the suspensions ordered by the contracting authority.....	22
during performance (Art. 38/12).....	22
4.8.4 Unforeseen circumstances.....	22
4.9 Preliminary technical acceptance (Art. 42)	22
4.10 Performance modalities (Art. 146 et seq.).....	23
4.10.1 Deadlines and terms (Art. 147)	23
4.10.2 Place where the services must be performed and formalities (Art. 149).....	23
4.11 Inspection of the services (Art. 150)	23
4.12 Liability of the service provider (Art. 152-153)	23
4.13 Zero tolerance Sexual exploitation and abuse.....	24
4.14 Means of action of the contracting authority (Art. 44-51 and 154-155).....	24
4.14.1 Failure of performance (Art. 44)	24
4.14.2 Fines for delay (Art. 46 and 154).....	25
4.14.3 Measures as of right (Art. 47 and 155)	25
4.15 End of the procurement contract	25
4.15.1 Acceptance of the services performed (Art. 64-65 and 156).....	25
4.15.2 Acceptance costs.....	26
4.15.3 Invoicing and payment of services (Art. 66 to 72 – 160)	26
4.16 Litigation (Art. 73)	27
5 Procurement procedure	28
5.1 Type of procedure	28
5.2 Publication.....	28
5.2.1 Enabel publication.....	28
5.3 Information	28
5.4 Preparation and Submission of Tenders	28
5.4.1 Preparation of tenders.....	28
5.4.2 Submission of tenders.....	30
5.4.3 Change or withdrawal of a tender that has already been submitted.....	30

5.5 Opening and evaluation of Tenders	31
5.5.1 Opening of tenderers	31
5.5.2 Evaluation of Tenders	31
5.5.2.1 Selection of tenderers.....	31
5.5.2.2 qualitative and financial evaluation of tenders	33
5.6 Award and Conclusion of Contract	34
5.6.1 Awarding the contract	34
5.6.2 Concluding the contract.....	34
6 Annexes	35
6.1 Technical documents	35
6.3 Procedural Documents – Tender Forms	40
6.3.1 ADMINISTRATIVE PROPOSAL.....	40
6.3.2 TECHNICAL PROPOSAL	52

DEROGATIONS FROM THE GENERAL IMPLEMENTING RULES

Section 4, '*Specific contractual and administrative conditions*' of these Tender Specifications (CSC/Cahier Spécial des Charges) holds the specific administrative and contractual provisions that apply to this public contract by way of derogation from the Royal Decree of 14.01.2013 or as a complement or an elaboration thereof.

These tender documents derogate from Art. 25-33 of the General Implementing Rules (see point 4.7 "Performance bond (Art. 25-33)"). This is motivated by the need to provide equal opportunity for local and international tenderers to participate with a view to increasing competition.

1 Technical Specifications

1.1 Requirements for the services and the deliverables

1.1.1 Technical methodology

The contractor shall provide the services and the deliverables as specified hereafter by applying a technical methodology, which factors in the following aspects.

The Contractor shall be responsible for the transport of passengers (Enabel staff, consultants, guests and other key stakeholders) or to handle deliveries of documents and small goods in a timely manner to various locations in and around Kampala and up country in Uganda.

1.1.1.1 Tasks

The transport services imply that the contractor ensures that:

- Cars are driven by professional drivers disposing of a valid driving license and in good health;
- Vehicles are fueled and in optimal technical condition at the start of the assignment;
- Vehicle are to be duly insured;
- Mileage records are kept up-to date for reporting, accountability and invoicing;
- The planned timing and scheduled arrival time is respected;
- Interaction with Enabel staff and counter parts is professional at all times;
- A car safety check is carried out by the driver before deployment to ascertain the car's basic mechanical condition;
- Ugandan traffic law inclusive of speed limits is respected at all times.

The framework contracts are divided into 4 lots per type of car. It is required that the contractor shall be able to move all over the country of Uganda.

The 4 lots are:

Lot	Description	Specifications	Estimated minimum quantities (in days for 1 year)	Estimated maximum quantities (in days for 1 year)
1	Four-wheel drive / up-country car transportation services	4x4 station wagon Vehicles /suitable for up to 7 people.	700	1400
2	Medium size/ saloon/sedan transportation car services/ saloon	2 Wheel drive car suitable for short distances for up to 4-5 people.	100	200
3	Minivan transportation services	Suitable for 7-9 people.	150	300
4	Coaster bus transportation services	<ul style="list-style-type: none">• 14 – 20-seater• 20 – 30-seater	50	100

1.1.1.2 Place of performance

While vehicles shall be moved to any parts of Uganda, it is important to note (for information purposes only) that Enabel has offices/operations in Kampala, West Nile, Northern, Central, Western and Albertine regions as detailed below;

Northern Region	West Nile	Central region	Western and Albertine Regions
1. Gulu 2. Amuru, 3. Omoro 4. Nwoya 5. Karamoja 6. Lira	1. Arua 2. Yumbe 3. Zombo 4. Adjumani	1. Jinja 2. Entebbe 3. Kaliro 4. Kampala 5. Mubende	1. Masindi 2. Kasese 3. Kabale 4. Fort Portal 5. Hoima

Note:

Please note that travels can be requested both within the same region or from one region to another region.

1.1.2 Project Management

Risk management

All the cars shall be covered under comprehensive insurance. In circumstances where the hired car is involved in an accident resulting in loss or damage to property or life with respect to the car, driver, passenger or any third party as per the liability under relevant sections of related Law, the contracting authority shall have no responsibility whatsoever and shall not entertain any claim in this regard under the said provision of the Law. The sole responsibility for any legal or financial implication would rest with the contractor. Contractors shall provide relevant documentary evidence to show that their vehicles have valid third-party insurance covers. Such evidence shall be copies of insurance certificates.

Coordination of the orders/services

Enabel shall issue an order form for every rental on need basis, mentioning the type of car, number of cars and duration of the assignment at least 3 calendar days prior to the travel plan. The logbook shall be maintained during mission with mileage start/end validated by the staff transported. This shall be provided in an attachment to the invoice.

Cancellation policy

The contracting authority reserves the right to cancel the order with a simple written notification up to 2 calendar days prior to the planned departure. Cancellation does not entitle to any form of indemnity.

Problem management

In case of any dispute regarding service, quality and specification, the decision of Enabel shall be final and binding. The contract shall be revoked by Enabel at any time in case of unsatisfactory services or failure to perform services after serving prior warning notice and all payments shall be withheld by Enabel and moreover, the legal action may be initiated against the Contractor. Any remark or dispute of the contractor about an order must be formulated in writing within 1 calendar day after the reception of the order form.

The Contractor shall introduce the road rescue mechanisms (response) in place in case of breakdowns, indicating the means available to them and timelines involved.

1.2 Requirements for the resources

1.2.1 Human Resources

Composition of the team

The drivers under transportation services shall be under one coordinator/team leader. The team leader could be one of the drivers.

See below the estimated number of drivers per lot:

For lot 1	a pool of minimum 2 - maximum 3 drivers
For lot 2	a pool of minimum 2 - maximum 3 drivers
For lot 3	a pool of minimum 2 - maximum 3 drivers
For lot 4	a pool of minimum 1 - maximum 2 drivers

Management of the Team

The Contractor shall identify a Coordinator/Team leader within its organization who shall represent the single point of contact for all administrative and operational communication with the Contracting Authority. The single point of contact and if necessary, his/her replacement must fulfil the requirements set in the below selection criteria. Similarly, the Contracting Authority shall designate contact persons on Enabel side.

Efficient communication and sharing of experience must be put in place within the team. All communications and exchange of information between the Contracting Authority and the Contractor during the contract period shall be held in writing or email, in English and be addressed to the Contractor's single point of contact and to the contact persons in the Contracting Authority respectively.

The coordinator shall closely collaborate with the Contracting Authority ensuring that the quality of the assignment meets the standards set. In addition, he/she shall ensure that the requirements as described in this tender are adhered to.

In case of unavailability of a driver, the Contractor shall ensure prompt replacement with at least the same level of qualifications as those of the driver being replaced; who was initially proposed for the assignment in accordance with the tender.

Qualifications of the team

The Contractor shall assign the job of driving of hired car only to qualified experienced licensed drivers and also assume full responsibility for the safety and security of the officers/officials as well as essential stored items while running the car by ensuring safe driving. Enabel shall have no direct or indirect liability arising out of any negligent, rash and impetuous driving which is an offence under the relevant Law and any loss caused to Enabel be compensated by the contractor.

Drivers shall be well versed with Ugandan routes and places. Drivers shall behave well and in a courteous manner to the passengers. They shall have a mobile phone number and be reachable with them. The drivers shall have the ability to research and plan for traffic, construction and weather delays. They shall be able to use navigation applications to determine the best route.

Mandatory requirements for the team leader:

- 1) Have proficiency in English language.
- 2) Have at least 5 years proven experience of fleet/car rental management.
- 3) Have proven experience in long distance driving.
- 4) Be familiar with the listed geographical locations and their terrain.

The team leader shall provide a CV articulating the requirements above.

Mandatory requirements for the drivers

- 1) A valid driver's license as per the classes of the vehicles mentioned. Contractors shall provide relevant documentary evidence to show that their drivers are licensed to drive. Such evidence shall be copies of valid driving licenses.
- 2) At least 5-years of driving experience for that type of car
- 3) Extensive knowledge of the operating areas
- 4) Physical strength.
- 5) Excellent organizational and time management skills
- 6) Great interpersonal skills
- 7) Good verbal communication in English
- 8) Proficiency using GPS devices

1.2.2 Vehicles

The contractors shall have sufficient vehicles (minimum 03 for lot 1,2,3 & 2 for lot 4) preferably owned by the provider, comprehensively insured and not older than year 2007/2008 of manufacture. Vehicles provided by the contractor shall be in perfectly sound working condition and suitable for use by senior officers. They shall at all times be clean and well equipped with spare parts. The complete toolkit, including but not limited to the following shall be used to assess the quality of proposed cars; air conditioned; functional odometer; functional seat belts (all); functional window adjustment; intact interior without damage; first aid kit; fire extinguisher; spare tire, car jack; battery jumper cables; wheel change kit, vehicle tow cable etc. In case of visit to remote area the vehicle must carry a jerry can with extra fuel. The contractor shall ensure that all vehicles are regularly serviced. The contractor shall ensure that car tyres are in very good condition.

2 General provisions

2.1 Derogations from the General Implementing Rules

Chapter ‘*Specific contractual and administrative conditions*’ of these Tender Specifications (CSC/Cahier Spécial des Charges) holds the specific administrative and contractual provisions that apply to this public procurement contract as a derogation of the Royal Decree of 14.01.2013 or as a complement or an elaboration thereof.

These tender documents derogate from Art. 25-33 of the General Implementing Rules (see point 4.7 “Performance bond (Art. 25-33)”). This is motivated by the need to provide equal opportunity for local and international tenderers to participate with a view to increasing competition.

2.2 Contracting authority

The contracting authority of this public procurement contract is Enabel, the Belgian development agency, public-law company with social purposes, with its registered office at Rue Haute 147, 1000 Brussels in Belgium (enterprise number 0264.814.354, RPM/RPR Brussels). Enabel has the exclusive competence for the execution, in Belgium and abroad, of public service tasks of direct bilateral cooperation with the partner countries. Moreover, it may also perform other development cooperation tasks at the request of public interest organisations, and it can develop its own activities to contribute towards realisation of its objectives.

For this procurement contract, Enabel is represented by **Mr. Tom Vanneste, the Resident Representative of Enabel in Uganda** who will sign the award letter.

2.3 Institutional setting of Enabel

The general framework of reference in which Enabel operates is:

- The Belgian Law on Development Cooperation of 19 March 2013¹;
- The Belgian Law of 21 December 1998 establishing the Belgian Technical Cooperation as a public-law company²;
- The Belgian Law of 23 November 2017 changing the name of the Belgian Technical Cooperation and defining the missions and functioning of Enabel, the Belgian development agency, published in the Belgian Official Gazette on 11 December 2017.

The following initiatives are also guiding Enabel in its operations: We mention as main examples:

- In the field of international cooperation: the United Nations Sustainable Development Goals and the Paris Declaration on the harmonisation and alignment of aid;
- In the field of the fight against corruption: the Law of 8 May 2007 approving the United Nations Convention against Corruption, adopted in New York on 31 October 2003², as well as the Law of 10 February 1999 on the Suppression of Corruption

¹ Belgian Official Gazette of 30 December 1998, of 17 November 2001, of 6 July 2012, of 15 January 2013 and of 26 March 2013.
Belgian Official Gazette of 1 July 1999.

² Belgian Official Gazette of 18 November 2008.

transposing the Convention on Combating Bribery of Foreign Public Officials in International Business Transactions;

- In the field of Human Rights: the United Nations' Universal Declaration of Human Rights (1948) as well as the 8 basic conventions of the International Labour Organisation³ on Freedom of Association (C. n°87), on the Right to Organise and Collective Bargaining (C. n°98), on Forced Labour (C. n°29 and 105), on Equal Remuneration and on Discrimination in Respect of Employment (C. n°100 and 111), on Minimum Age for Admission to Employment (C. n°138), on the Prohibition of the Worst Forms of Child Labour (C. n°182);
- In the field of environmental protection: The Climate Change Framework Convention in Paris, 12 December 2015;
- The first Management Contract concluded between Enabel and the Belgian federal State (approved by the Royal Decree of 17.12.2017, Belgian Official Gazette 22.12.2017) that sets out the rules and the special conditions for the execution of public service tasks by Enabel on behalf of the Belgian State.
- Enabel's Code of Conduct of January 2019, Enabel's Policy regarding sexual exploitation and abuse of June 2019 and Enabel's Policy regarding fraud and corruption risk management of June 2019;

2.4 Rules governing the procurement contract

- The following, among other things, applies to this public procurement contract:
- The Law of 17 June 2016 on public procurement contracts⁴;
- The Law of 17 June 2013 on justifications, notification and legal remedies for public procurement contracts and certain procurement contracts for works, supplies and services⁵;
- The Royal Decree of 18 April 2017 on the award of public procurement contracts in the classic sectors⁶;
- Royal Decree of 14 January 2013 establishing the General Implementing Rules for public procurement contracts and for concessions for public works⁷;
- Circulars of the Prime Minister with regards to public procurement contracts.
- All Belgian regulations on public procurement contracts can be consulted on www.publicprocurement.be.
- Enabel's Policy regarding sexual exploitation and abuse – June 2019;
- Enabel's Policy regarding fraud and corruption risk management – June 2019;
- Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation – 'GDPR'), and repealing Directive 95/46/EC.

³ <http://www.ilo.org/ilolex/french/convdsp1.htm>.

⁴ Belgian Official Gazette 14 July 2016.

⁵ Belgian Official Gazette of 21 June 2013.

⁶ Belgian Official Gazette 9 May 2017.

⁷ Belgian Official Gazette 27 June 2017.

- Law of 30 July 2018 on the protection of natural persons with regard to the processing of personal data. ;

All Belgian regulations on public contracts can be consulted on www.publicprocurement.be;

Enabel's Code of Conduct and the policies mentioned above can be consulted on Enabel's website via <https://www.enabel.be/content/integrity-desk>.

2.5 Definitions

The following definitions apply to this procurement contract:

The tenderer: An economic operator submitting a tender;

The contractor/ service provider: The tenderer to whom the procurement contract is awarded;

The contracting authority: Enabel, represented by the Resident Representative of Enabel in Uganda.

The tender: Commitment of the tenderer to perform the procurement contract under the conditions that he has submitted;

Days: In the absence of any indication in this regard in the Tender Specifications and the applicable regulations, all days should be interpreted as calendar days;

Procurement documents: Tender Specifications including the annexes and the documents they refer to;

Technical specifications: A specification in a document defining the characteristics of a product or a service, such as the quality levels, the environmental and climate performance levels, the design for all needs, including accessibility for people with disabilities, and the evaluation of conformity, of product performance, of the use of the product, safety or dimensions, as well as requirements applicable to the product as regards the name by which it is sold, terminology, symbols, testing and test methods, packaging, marking or labelling, instructions for use, the production processes and methods at every stage in the life cycle of the supply or service, as well as the evaluation and conformity procedures;

Variant: An alternative method for the design or the performance that is introduced either at the demand of the contracting authority, or at the initiative of the tenderer;

Option: A minor and not strictly necessary element for the performance of the procurement contract, which is introduced either at the demand of the contracting authority, or at the initiative of the tenderer;

Inventory: The procurement document which splits up the performance in different items and specifies the quantity or the method to determine the price for each of them;

General Implementing Rules (GIR): Rules laid down in the Royal Decree of 14.01.2013 establishing the General Implementing Rules for public procurement contracts and for concessions for public works;

The Tender Specifications (Cahier spécial des charges/CSC): This document and its annexes and the documents it refers to;

Corrupt practices: The offer of a bribe, gift, gratuity or commission to any person as an inducement or reward for performing or refraining from any act relating to the award of a procurement contract or performance of a procurement contract already concluded with the contracting authority;

Litigation: Court action.

Subcontractor in the meaning of public procurement regulations: The economic operator proposed by a tenderer or contractor to perform part of the contract. The subcontractor is understood as the economic operator with the capacity which the applicant or tenderer relies upon or to whom he entrusts all or part of his engagements.

Controller in the meaning of the GDPR: the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of personal data.

Sub-contractor or processor in the meaning of the GDPR: a natural or legal person, public authority, agency or other body which processes personal data on behalf of the controller.

Recipient in the meaning of the GDPR: a natural or legal person, public authority, agency or another body, to which the personal data are disclosed, whether a third party or not.

Personal data: any information relating to an identified or identifiable natural person ('data subject'); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

2.6 Processing of personal data by the contracting authority and confidentiality

2.6.1 Processing of personal data by the contracting authority

The contracting authority undertakes to process the personal data that are communicated to it in response to the Call for Tenders with the greatest care, in accordance with legislation on the protection of personal data (General Data Protection Regulation, GDPR). Where the Belgian law of 30 July 2018 on the protection of natural persons with regard to the processing of personal data contains stricter provisions, the contracting authority will act in accordance with said law.

2.6.2 Confidentiality

The tenderer or contractor and Enabel are bound to secrecy vis-à-vis third parties with regards to any confidential information obtained within the framework of this public contract and will only divulge such information to third parties after receiving the prior written consent of the other party. They will disclose this confidential information only among appointed parties involved in the assignment. They guarantee that said appointed parties will be adequately informed of their obligations in respect of the confidential nature of the information and that they shall comply therewith.

PRIVACY NOTICE OF ENABEL: Enabel takes your privacy serious. We undertake to protect and process your personal data with due care, transparently and in strict compliance with privacy protection legislation.

See also: <https://www.enabel.be/content/privacy-notice-enabel>

2.7 Deontological obligations

Any failure to comply with one or more of the deontological clauses may lead to the exclusion of the candidate, tenderer or contractor from other public procurement contracts for Enabel.

For the duration of the procurement contract, the contractor and his staff respect human rights and undertake not to go against political, cultural or religious customs of the beneficiary country. The tenderer or contractor is bound to respect fundamental labour standards, which are internationally agreed upon by the International Labour Organisation (ILO), namely the conventions on union freedom and collective bargaining, on the elimination of forced and obligatory labour, on the elimination of employment and professional discrimination and on the abolition of child labour.

In accordance with Enabel's Policy regarding sexual exploitation and abuse, the contractor and his staff have the duty to behave in an irreproachable manner towards the beneficiaries of the projects and towards the local population in general. They must abstain from any acts that could be considered a form of sexual exploitation or abuse and they must abide by the basic principles and guidelines laid down in this policy.

Any attempt of a candidate or a tenderer to obtain confidential information, to proceed to illicit arrangements with competitors or to influence the evaluation committee or the contracting authority during the investigation, clarification, evaluation and comparison of tenders and candidates procedure will lead to the rejection of the application or the tender.

Moreover, in order to avoid any impression of risk of partiality or connivance in the follow-up and control of the performance of the procurement contract, it is strictly forbidden to the contractor to offer, directly or indirectly, gifts, meals or any other material or immaterial advantage, of whatever value, to agents of the contracting authority who are concerned, directly or indirectly, by the follow-up and/or control of the performance of the procurement contract, regardless of their hierarchical rank.

The contractor of the procurement contract commits to supply, upon the demand of the contracting authority, any supporting documents related to the performance conditions of the contract. The contracting authority will be allowed to proceed to any control, on paperwork or on site, which it considers necessary to collect evidence to support the presumption of unusual commercial expenditure. Depending on the gravity of the facts observed, the contractor having paid unusual commercial expenditure is liable to have its contract cancelled or to be permanently excluded from receiving funds.

In accordance with Enabel's Policy regarding sexual exploitation and abuse of June 2019 and Enabel's Policy regarding fraud and corruption risk management complaints relating to issues of integrity (fraud, corruption, etc.) must be sent to the Integrity desk through the <https://www.enabelintegrity.be> website.

2.8 Applicable law and competent courts

The procurement contract must be performed and interpreted according to Belgian law.

The parties commit to sincerely perform their engagements to ensure the good performance of this procurement contract.

In case of litigation or divergence of opinion between the contracting authority and the contractor, the parties will consult each other to find a solution.

If agreement is lacking, the Brussels courts are the only courts competent to resolve the matter.

3 Modalities of the contract

3.1 Type of contract

This is a framework contract for transportation services with a maximum of three framework contractors in cascade. If the first ranked framework contractor is unable to provide the requested services under a given order form, the second best ranked framework contractor shall be requested to provide the services. If the second best ranked framework contractor is unable to provide the services, the third best ranked framework contractor shall be contacted.

3.2 Scope of the contract

3.2.1 Subject-matter

This services procurement contract consists in the performance of 'Provision of transportation services, in conformity with the conditions of these Tender Specifications.

3.2.2 Lots

The procurement contract has 4 lots, each of which is indivisible. The tenderer may submit a tender for one lot or several lots. A tender for part of a lot is inadmissible.

The lots are:

Lots	Description of the lots
Lot 1	Transportation services with Four-wheel drive / up-country car
Lot 2	Transportation services with Medium size car / saloon/sedan cars
Lot 3	Transportation services with Minivan
Lot 4	Transportation services with Coaster bus

The description of the contract is in part 1 of the technical specifications.

The tenderer can be awarded one or several lots provided he/she has the required capacity to execute the assignment. This shall be verified before the award of the contract.

3.2.3 Items

Each lot of this framework contract consists of the items detailed in the technical specifications. These items are pooled and form one single lot. It is not possible to tender for one or several items and the tenderer must submit price quotations for all items of a same lot.

3.2.4 Variants

Variants are not permitted.

3.3 Duration of the contract

The procurement contract starts upon award notification and has a duration of 1 year.

3.4 Value of the contract

The value of the contract is based on the estimated quantities. The estimated maximum value excl. VAT per lot is:

Lot 1: 98,000€

Lot 2: 14,000€

Lot 3: 21,000€

Lot 4: 7,000€

Quantities shall be determined in order forms. Service requests shall be determined in signed order forms (with a detailed description of the services needed) to be established before each service is implemented by the service provider under this contract. The presumed quantities indicated in the tender specifications are for information purposes only. The contracting authority does not commit in any way as to quantities that shall actually be ordered through this contract, nor does it confer any exclusive rights to provide the services to the Contractor.

4 Special contractual provisions

This chapter of these Tender Specifications holds the specific provisions that apply to this public procurement contract as a derogation of the 'General Implementing Rules for public procurement contracts and for public works concessions' of the Royal Decree of 14 January 2013, hereinafter referred to as 'GIR', or as a complement or an elaboration thereof. The numbering of the articles below (between brackets) follows the numbering of the GIR articles. Unless indicated, the relevant provisions of the General Implementing Rules (GIR) apply in full.

These tender specifications derogate from Art. 25-33 of the General Implementing Rules (see point 4.7 "Performance bond (Art. 25-33)"). This is motivated by the need to provide equal opportunity for local and international tenderers to participate with a view to increasing competition.

4.1 Managing official (Art. 11)

The managing official shall be the logistician at each project of Enabel in Uganda.

Once the procurement contract is concluded, the managing official is the main contact point for the service provider. Any correspondence or any questions with regards to the performance of the procurement contract will be addressed to him/her, unless explicitly mentioned otherwise in these Tender Specifications.

The managing official is responsible for the follow-up of the performance of the contract.

The managing official is fully competent for the follow-up of the satisfactory performance of the procurement contract, including issuing service orders, drawing up reports and states of affairs, approving the services, progress reports and reviews. (S)he may order any modifications to the procurement contract with regards to its subject-matter provided that they remain within its scope.

However, the signing of amendments or any other decision or agreement implying derogation from the essential terms and conditions of the procurement contract are not part of the competence of the managing official. For such decisions the contracting authority is represented as stipulated under The contracting authority.

Under no circumstances is the managing official allowed to modify the terms and conditions (e.g. performance deadline) of the contract, even if the financial impact is nil or negative. Any commitment, change or agreement that deviates from the conditions in the Tender Specifications and that has not been notified by the contracting authority, will be considered null and void.

4.2 Subcontractors (Art. 12 to 15)

The fact that the contractor entrusts all or part of his commitments to subcontractors does not relieve him of liability to the contracting authority. The latter does not recognise any contractual relation with third parties.

The contractor remains, in any case, solely liable to the contracting authority.

The service provider commits to having the procurement contract performed by the persons indicated in the tender, except for force majeure. The persons mentioned or their replacements

are all deemed to effectively be involved in the performance of the procurement contract. Any replacements must be approved by the contracting authority.

When the contractor uses a subcontractor to carry out specific processing activities on behalf of the contracting authority, the same data protection obligations as those of the contractor are imposed on that subcontractor by contract or any other legal act.

In the same way, the contractor will respect and enforce to his subcontractors, the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation, GDPR). The contracting authority may conduct an audit of the processing carried out in order to validate compliance with this legislation.

4.3 Confidentiality (art. 18)

The knowledge and information gathered by the tenderer under the framework of this public contract is strictly confidential.

Under no circumstances can the information collected, regardless of its origin and nature, be transferred to third parties in any form.

The tenderer is therefore bound by the duty of discretion.

In accordance with Article 18 of the Royal Decree of 14 January 2013 establishing the general rules for public procurement, the tenderer undertakes to consider and process in a strictly confidential manner any information, all facts, any documents and/or any data, whatever their nature and support, which have been communicated to him, in any form and by any means, or to which he has access, directly or indirectly, in the context or on the occasion of this public contract. Confidential information covers, in particular, the very existence of this public contract, without this list being limited.

Therefore, he undertakes to:

- Respect and enforce the strict confidentiality of these elements and to take all necessary precautions in order to preserve their secrecy (these precautions cannot in any case be inferior to those taken by the tenderer for the protection of his own confidential information);
- Consult, use and/or exploit, directly or indirectly, all of the above elements only to the extent strictly necessary to prepare and, if necessary, to carry out this public contract (particularly in accordance with the privacy legislation with respect to personal data processing);
- Not reproduce, distribute, disclose, transmit or otherwise make available to third parties the above elements, in whole or in part, and in any form, unless having obtained prior and written consent of the contracting authority;
- Return, at the first request of the contracting authority, the above elements;

- In general, not disclose directly or indirectly to third parties, whether for advertising or any other reason, the content of this public contract.

4.4 Protection of personal data

4.4.1 Processing of personal data by the contracting authority

The contracting authority undertakes to process the personal data that are communicated to it in response to the Call for Tenders with the greatest care, in accordance with legislation on the protection of personal data (General Data Protection Regulation, GDPR). Where the Belgian law of 30 July 2018 on the protection of natural persons with regard to the processing of personal data contains stricter provisions, the contracting authority will act in accordance with said law.

4.4.2 Processing of personal data by a subcontractor

PROCESSING OF PERSONAL DATA BY A SUBCONTRACTOR

During contract performance, the contractor may process personal data of the contracting authority exclusively in the name and on behalf of the contracting authority, for the sole purpose of performing the services in accordance with the provisions of the Tender Specifications or in execution of a legal obligation.

For any processing of personal data carried out in connection with this public contract, the contractor is required to comply with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (GDPR) and the Belgian law of 30 July 2018 on the protection of natural persons with regard to the processing of personal data.

By simply participating in the contracting process, the tenderer certifies that he will strictly comply with the obligations of the GDPR for any processing of personal data conducted in connection with that public contract.

The personal data that will be processed are confidential. The contractor will therefore limit access to data to the strictly necessary personnel for the performance, management and monitoring of the public contract.

For the performance of the public contract, the contracting authority will determine the purposes and means of processing personal data. In this case, the contracting authority will be responsible for the processing and the contractor will be its processor, within the meaning of Article 28 of the GDPR.

Processing carried out on behalf of a controller must be governed by a contract or other legal act that is binding on the processor with regard to the personal data controller and that sets out that the subcontractor acts only on the instruction of the person in charge of the processing and that the confidentiality and security obligations regarding the processing of personal data are also the responsibility of the subcontractor (Article 28 §3 of the GDPR).

To this end, the tenderer must fill out, sign and submit to the contracting authority the subcontracting agreement given in Annex [6]. Filling out and signing this annex is therefore a condition of regularity of the tender.

4.5 Intellectual property (Art. 19 to 23)

The contracting authority does not acquire the intellectual property rights created, developed or used during performance of the procurement contract.

Without prejudice to clause 1 and unless otherwise stipulated in the procurement documents, when the subject-matter of the procurement contract consists of the creation, manufacture or the development of designs or of logos, the contracting authority acquires the intellectual property thereof, as well as the right to trademark them, to have them registered and to have them protected.

For domain names created under the procurement contract, the contracting authority also acquires the right to register and protect them, unless otherwise stipulated in the procurement documents.

When the contracting authority does not acquire the intellectual property rights, it obtains a patent licence of the results protected by intellectual property law for the exploitation modes that are mentioned in the procurement documents.

The contracting authority lists the exploitation modes for which it intends to obtain a licence in the procurement documents.

4.6 Performance bond (Art. 25 to 33)

At the level of the Framework Contracts no performance bond is required. At the level of the Order Form a performance bond is only required in case the value exceeds 50, 000 Euros or the duration exceeds 45 calendar days.

4.7 Conformity of performance (Art. 34)

The works, supplies and services must comply in all respects with the procurement documents. Even in the absence of technical specifications in the procurement documents, the works, supplies and services must comply in all aspects with good practice.

4.8 Changes to the procurement contract (Art. 37 to 38/19)

4.8.1 Replacement of the contractor (Art. 38/3)

Provided that he meets the selection and exclusion criteria set out in this document, a new contractor may replace the contractor with whom the initial procurement contract was agreed in cases other than those provided for in Art. 38/3 of the General Implementing Rules (GIR).

The contractor submits his request as quickly as possible by registered post, stating the reasons for this replacement and providing a detailed inventory of the state of supplies and services already performed, the new contractor's contact details and the documents and certificates which the contracting authority cannot access free of charge.

The replacement will be recorded in an amendment dated and signed by all three parties. The initial contractor remains liable to the contracting authority for the performance of the remainder of the procurement contract.

4.8.2 Adjusting the prices (Art. 38/7)

For this procurement contract, price reviews are not permitted.

4.8.3 Indemnities following the suspensions ordered by the contracting authority during performance (Art. 38/12)

The contracting authority reserves the right to suspend the performance of the procurement contract for a given period, mainly when it considers that the procurement contract cannot be performed without inconvenience at that time.

The performance period is extended by the period of delay caused by this suspension, provided that the contractual performance period has not expired. If it has expired, the return of fines for late performance will be agreed.

When activities are suspended, based on this clause, the contractor is required to take all necessary precautions, at his expense, to protect the services already performed and the materials from potential damage caused by unfavourable weather conditions, theft or other malicious acts. The contractor has a right to damages for suspensions ordered by the contracting authority when:

- The suspension lasts in total longer than one twentieth of the performance time and at least ten working days or two calendar weeks, depending on whether the performance time is expressed in working days or calendar days;
- The suspension is not due to unfavourable weather conditions;
- The suspension occurred during the contract performance period.

Within thirty days of their occurrence or the date on which the contractor or the contracting authority would normally have become aware of them, the contractor reports the facts or circumstances succinctly to the contracting authority and describes precisely their impact on the progress and cost of the procurement contract.

4.8.4 Unforeseen circumstances

As a rule, the contractor is not entitled to any modification of the contractual terms due to circumstances of which the contracting authority was unaware.

A decision of the Belgian State to suspend cooperation with a partner country is deemed to be unforeseeable circumstances within the meaning of this article. Should the Belgian State break off or cease activities which implies therefore the financing of this procurement contract, Enabel will do everything reasonable to agree a maximum compensation figure.

4.9 Preliminary technical acceptance (Art. 42)

The contracting authority reserves the right to demand an activity report at any time of the assignment to the service provider (meetings held, persons met, institutions visited, summary of results, problems encountered and unresolved issues, deviations from the planning and deviations from the ToR...).

4.10 Performance modalities (Art. 146 et seq.)

4.10.1 Deadlines and terms (Art. 147)

The services shall be performed within 1 year. The contractor shall acknowledge receipt of order form the second working day following the date of dispatch of the order form. The closure of the service provider's business for annual holidays is not included in this calculation.

The order form is addressed to the service provider either by registered letter, or by fax, or by any other means through which the date of dispatch can be determined unambiguously.

Any further correspondence pertaining to the order form (and to the performance of the services) follows the same rules as those for the dispatch of the order form when a party wants to establish proof of its intervention.

In the event the acknowledgement of receipt of the order form is received after the period of two working days, upon written demand and justification of the service provider, the performance period may be extended pro rata of the delay of the acknowledgement of receipt of the order form. When the service that placed the order, upon examination of the written demand of the service provider, estimates that the demand is founded or partially founded, it will inform the service provider in writing of which extension of the period is accepted.

When the order form is clearly incorrect or incomplete and implementation of the order becomes impossible, the service provider immediately notifies the service that placed the order about this in writing in order to find a solution to allow for normal implementation of the order. If necessary, the service provider will ask for an extended performance period under the same conditions as those foreseen in case of late reception of the order form.

In any event, complaints about the order form are not admissible any more if they are not submitted within 15 calendar (*) days from the day following the date on which the service provider has received the order form.

4.10.2 Place where the services must be performed and formalities (Art. 149)

The services shall be performed in the regions of Central, Northern, Western and Albertine and West Nile as mentioned in the technical specifications in part 1 of the tender document.

4.11 Inspection of the services (Art. 150)

If during contract performance irregularities are found, the contractor will be notified about this immediately by fax or e-mail, which will be confirmed consequently by registered letter. The contractor is bound to perform the non-complying services again.

The service provider advises the managing official by registered post or e-mail showing the exact date of dispatch, at which date the services can be controlled.

4.12 Liability of the service provider (Art. 152-153)

The service provider takes the full responsibility for mistakes and deficiencies in the services provided.

Moreover, the service provider indemnifies the contracting authority against damages for which it is liable towards third parties due to late performance of the services or due to failure of the service provider.

4.13 Zero tolerance Sexual exploitation and abuse

In application of Enabel's Policy regarding sexual exploitation and abuse of June 2019 there will be zero tolerance towards any misconduct that could impact the professional credibility of the tenderer.

4.14 Means of action of the contracting authority (Art. 44-51 and 154-155)

The service provider's default is not solely related to services as such but also to the whole of the service provider's obligations.

In order to avoid any impression of risk of partiality or connivance in the follow-up and control of the performance of the procurement contract, it is strictly forbidden to the service provider to offer, directly or indirectly, gifts, meals or any other material or immaterial advantage, of whatever value, to the employees of the contracting authority who are concerned, directly or indirectly, by the follow-up and/or control of the performance of the procurement contract, regardless of their hierarchical rank.

In case of violation, the contracting authority may impose a lump-sum fine to the service provider for each violation, which can be up to three times the amount obtained by adding up the (estimated) values of the advantage offered to the employee and of the advantage that the contractor hoped to obtain by offering the advantage to the employee. The contracting authority will decide independently about the application and the amount of this fine.

This clause is without prejudice to the possible application of other measures as of right provided in the GIR, namely the unilateral termination of the procurement contract and/or the exclusion of procurement contracts of the contracting authority for a determined duration.

4.14.1 Failure of performance (Art. 44)

§1 The contractor is considered to be in failure of performance under the procurement contract:

1° when the delivery is not carried out in accordance with the conditions specified in the procurement documents;

2° at any time, when the delivery has not progressed in such a way that it can be fully completed on the due dates;

3° when he does not observe written orders, which are given in due form by the contracting authority.

§2 Any failure to comply with the provisions of the procurement contract, including the non observance of orders of the contracting authority, is recorded in a report ('process verbal'), a copy of which will be sent immediately to the contractor by registered mail.

The contractor must repair the defects without any delay. He may assert his right of defence by registered letter addressed to the contracting authority within fifteen days from the date of dispatch of the report (process verbal). Silence on his part after this period shall be deemed as acknowledgement of the reported facts.

Any defects detected that can be attributed to the contractor render him liable to one or more of the measures provided for in Articles 45 to 49, 154 and 155.

4.14.2 Fines for delay (Art. 46 and 154)

The fines for delay differ from the penalties referred to in Article 45. They are due, without the need for notice, by the mere lapse of the performance term without the issuing of a report and they are automatically applied for the total number of days of delay.

Without prejudice to the application of fines for delay, the contractor continues to guarantee the contracting authority against any damages for which it may be liable to third parties due to late performance of the procurement contract.

4.14.3 Measures as of right (Art. 47 and 155)

§1 When, upon expiry of the term given in Article 44, §2, the contractor has not taken action or has presented means deemed unjustified by the contracting authority, the contracting authority may apply the measures as of right described in paragraph 2.

However, the contracting authority may apply measures as of right without waiting for the expiry of the term given in Article 44, §2, when the contractor has explicitly recognised the defects found. §2 The measures as of right are:

1° Unilateral termination of the procurement contract. In this case the entire performance bond, or if no bond has been posted an equivalent amount, is acquired as of right by the contracting authority as lump sum damages. This measure excludes the application of any fine for delay in performance in respect of the terminated part;

2° Performance under regie of all or part of the non-performed procurement contract;

3° Conclusion of one or more replacement procurement contracts with one or more third parties for all or part of the procurement contract remaining to be performed.

The measures referred to in 1°, 2° and 3° will be taken at the expense and risk of the defaulting contractor. However, any fines or penalties imposed during the performance of a replacement procurement contract will be borne by the new contractor.

4.15 End of the procurement contract

4.15.1 Acceptance of the services performed (Art. 64-65 and 156)

The managing official will closely follow up the services during performance.

The services will not be accepted until after fulfilling audit verifications, technical acceptance and prescribed tests.

Provisional acceptance is provided upon the completion of service delivery of the procurement contract and, on expiry of a warranty period, final acceptance is provided marking full completion of the procurement contract.

The contracting authority disposes of a verification term of thirty days starting on the final or partial end date of the services, set in conformity with the modalities in the procurement documents, to carry out the acceptance formalities and to notify the result to the service provider. This term commences provided that the contracting authority possesses, at the same time, the list of services delivered or the invoice. Upon expiry of the thirty-day term following the date stipulated for completion of the entirety of the services, depending on the case, an acceptance report or a refusal of acceptance report will be drawn up.

Where the services are completed before or after this date, it is the responsibility of the service provider to notify the managing official by registered letter, and at the same time to ask for the acceptance procedure to be carried out. Within thirty days after the date of receipt of the service provider's request, an acceptance or a refusal of acceptance report will be drawn up, depending on the case.

The acceptance specified above is final.

4.15.2 Acceptance costs

These costs are not applicable.

4.15.3 Invoicing and payment of services (Art. 66 to 72 – 160)

At the beginning and end of each mission, the contractor shall sign off the log book containing the record of the registered mileage. At the end of each mission, the order form and invoice shall mention if missions involved overnight stay.

The contractor shall send (one copy only of) the invoices and the contract acceptance report (original copy) to the following addresses as per project:

Belgian development agency,
Plot 1B Lower Kololo Terrace,
Kampala, Uganda.

Only services that have been performed correctly may be invoiced.

The contracting authority disposes of a verification term of thirty days starting on the end date for the services, set in conformity with the modalities in the procurement documents, to carry out the technical acceptance and provisional acceptance formalities and to notify the result to the contractor.

The amount owed to the service provider must be paid within thirty days with effect from the expiry of the verification term or with effect from the day after the last day of the verification term, if this is less than thirty days. And provided that the contracting authority possesses, at the same time, the duly established invoice, contract (or reference to the contract if it is not the first payment, transport hire order form, signed copies of the car log books indicating mileage undertaken and the original fuel receipts.

When the procurement documents do not provide for any separate debt claim, the invoice shall constitute the debt claim.

The invoice must be in EUROS and payment shall be made in euros.

In order for Enabel to obtain the VAT exemption and customs clearance documents as quickly as possible, the original invoice and all ad hoc documents will be transmitted as soon as possible before provisional acceptance.

No advance may be asked by the contractor and the payment will be made after final acceptance of each service delivery of a same order.

Payment corresponding to 100% of the order form shall be made following the satisfactory provision of the above-mentioned documents.

4.16 Litigation (Art. 73)

The competent courts of Brussels have exclusive jurisdiction over any dispute arising from the performance of this procurement contract. French or Dutch are the languages of proceedings.

The contracting authority will in no case be held liable for any damage caused to persons or property as a direct or indirect consequence of the activities required for the performance of this procurement contract. The contractor indemnifies the contracting authority against any claims for compensation by third parties in this respect.

In case of 'litigation', i.e. court action, correspondence must (also) be sent to the following address:

Enabel, public-law company

Legal unit of the Logistics and Acquisitions service (L&A)

To the attention of Mrs Inge Janssens rue Haute 147

1000 Brussels

Belgium

5 Procurement procedure

5.1 Type of procedure

This is a Negotiated Procedure without Prior Publication in application of Article 42 of the Law of 17 June 2016.

5.2 Publication

5.2.1 Enabel publication

This procurement contract is published on the Enabel website (<https://www.enabel.be/content/enabel-tenders>). Publication constitutes an invitation to tender.

5.3 Information

The awarding of this procurement contract is coordinated by the Contracts Service Centre of Enabel in Uganda. Throughout this procedure all contacts between the contracting authority and the (prospective) tenderers about this procurement contract will exclusively pass through this service. (Prospective) tenderers are prohibited to contact the contracting authority in any other way with regards to this contract, unless otherwise stipulated in these Tender Specifications.

Until 02/05/ 2022 inclusive, candidate-tenderers may ask questions about these Tender Specifications and the procurement contract. Questions will be in writing to UGA_CSC_CONTRACTS@enabel.be with copy to aisha.mirembe@enabel.be with a clear indication in the subject of the e-mail of the procedure reference and the contract title. They will be answered in the order received. The complete overview of questions asked will be available at the address mentioned above as soon as available.

Until the notification of the award decision no information will be given about the evolution of the procedure.

The tenderer is supposed to submit his tender after reading and taking into account any corrections made to the contract notice or the Tender Specifications that are published in the Belgian Public Tender bulletin or that are sent to him by e-mail. To do so, when the tenderer has downloaded the Tender Specifications, it is strongly advised that he gives his coordinates to the public procurement administrator mentioned above and requests information on any modifications or additional information.

In accordance with Article 81 of the Royal Decree of 18 April 2017, the tenderer is required to report immediately any gap, error or omission in the procurement documents that precludes him from establishing his price or compare tenders, within ten days at the latest before the deadline for receipt of tenders.

5.4 Preparation and Submission of Tenders

5.4.1 Preparation of tenders

Content of tenders

The tenderer must use the tender form in annexe. In case he does not use this form, he is fully responsible for the perfect concordance between the documents he has used and the form.

The tender and the annexes to the tender form are drawn up in English.

By submitting a tender, the tenderer automatically renounces to his own general or specific sales conditions, even if these are mentioned in any of the annexes to his tender.

The tenderer clearly designates in his tender which information is confidential and/or relates to technical or business secrets and may therefore not be divulged by the contracting authority.

The tender shall contain the following parts:

1. Administrative Proposal

The tenderer shall use the tender forms included in the corresponding section of the Annex.

The Administrative proposal shall respect the following structure:

- Legal identification form;
- Financial Identification Form
- Subcontractor form
- Exclusion Criteria Form
- Integrity form
- Tax Clearance Certificate (e.g.; URA, as applicable)
- Social Security Contribution Clearance (e.g. NSFF as applicable)
- Criminal Record (e.g. CID/Interpol as applicable)
- Technical capacity form
- Inventory list of vehicles including registration numbers, model, kilometres, log books, chassis number and year of manufacture
- Copies of certification for transportation/taxi operator
- Certificates of completion of assignments
- CVs of drivers
- Certificate of incorporation
- Financial capacity form

2. Technical Proposal

The technical proposal may be presented in free format. It shall not exceed ten pages, not counting the CVs. It shall respect the following page limit and structure:

- Technical methodology (max. 4 pages)
- Project management (max 3 page)
- Resource management (proposal (max. 3 page) + CVs of staff)

3. Financial Proposal

The tenderer shall use the tender forms included in the corresponding section of the Annex.

Determination of prices

All prices given in the tender form must obligatorily be quoted in **EUROS**.

This procurement contract is a price-schedule contract, i.e. a contract in which only the unit prices are lump-sum prices. The price to be paid will be obtained by applying the unit prices mentioned in the inventory to the quantities actually performed.

Elements included in the price

The service provider is deemed to have included in his unit prices any charges and taxes generally applied to services, with the exception of the value-added tax.

The following are in particular included in the prices:

- Car rent + driver (including allowances for food and overnight stay),
- Insurances applicable
- Maintenance of the car.
- In case of an overnight stay, accommodation and welfare of the driver, safety of the car, parking and any related costs remain under the responsibility of the contractor.

Note:

Fuel cost shall not be included in the price. Fuel shall be reimbursed separately based on the cost per litre, and on the set ratio fuel per distance (litre/km) which shall be fixed for the duration of the contract. This ratio shall be 1 litre per 7 kms per for passenger vehicles up to 9 seats and 1 litre per 5 kms for coasters. The cost per litre shall be the unit price of the fuel at the gas station (TOTAL or SHELL station) where the vehicle was fuelled at the start of the travel, as demonstrated by the gas station receipt.

Validity of tenders

The tenderers are bound by their tender for a period of 90 calendar days from the reception deadline date.

The validity of the tender will be negotiated, if the deadline stated above is overrun.

5.4.2 Submission of tenders

Without prejudice to any variants, the tenderer may only submit one tender only per lot. The tenderer submits his tender as follows: The duly completed and signed tender shall be submitted only by e-mail and only as attachments and not via a link to a platform. The files shall be clearly named and structured and submitted in a compressed zip folder. The tenderer is solely responsible for the accessibility and legibility of files. The tenderer shall not submit at the last minute. Untimely submission incomplete submission or indirect submission of documents that are inaccessible or illegible may lead to the rejection of the tender.

The subject of the e-mail shall clearly mention the **procurement reference number** and the **contract title**, as stated on the cover page of the tender specifications, as well as the **name of tenderer**.

It shall be submitted by email to: uga_csc_tenders@enabel.be

Any tender shall be received by the Contracting Authority no later than **16/05/2022, 14:00HRS, Kampala time**. Tenders that arrive late will not be accepted.

5.4.3 Change or withdrawal of a tender that has already been submitted

When a tenderer wants to change or withdraw a tender already sent or submitted this must be done in accordance with the provisions of Articles 43 and 85 of the Royal Decree of 18 April 2017.

To change or withdraw a tender already sent or submitted, a written statement is required, which will be correctly signed by the tenderer or his representative. The subject-matter and the scope of the changes must be indicated in detail. Any withdrawal must be unconditional.

The withdrawal may also be communicated by fax or electronic means, provided that it is confirmed by registered letter deposited at the post office or against acknowledgement of receipt at the latest the day before the tender acceptance deadline.

The subject-matter and the scope of the changes must be indicated in detail.

The withdrawal must be pure and simple.

5.5 Opening and evaluation of Tenders

5.5.1 Opening of tenderers

The opening of tenders will take place on the day of the final date for receiving tenders indicated above. Tenders not received before this time will be rejected. The opening will take place behind closed doors.

5.5.2 Evaluation of Tenders

On site checks

At any point during the evaluation, the Contracting Authority may conduct a tour of the contractor's premises and its facilities to ensure it has the equipment and the capacity necessary for the proper execution of the services required. During this site visit, Enabel shall be looking at the number of vehicles, their condition, ability to provide a courtesy car, the licenses as required by the regulatory authorities, service logs of the vehicles and staff member's capacity to handle the job. If the visit of post-qualification does not meet Enabel's expectations, then contractor's offer shall be rejected and the process shall continue with the next highest-ranked tenderer among the tenderers that shall have obtained the minimum technical score.

5.5.2.1 Selection of tenderers

Exclusion grounds

The mandatory and optional exclusion grounds are given in attachment to these Tender Specifications.

By submitting this tender, the tenderer certifies that he is not in any of the cases of exclusion listed in the Articles 67 to 70 of the Law of 17 June 2016 and the Articles 61 to 64 of the Royal Decree of 18 April 2017.

The contracting authority will verify the accuracy of this Declaration on honour for the tenderer with the best tender.

For that purpose, the contracting authority will ask the tenderer concerned to provide information or documents allowing the contracting authority to verify the tenderer's personal situation by the fastest means and within the term set by the contracting authority.

The contracting authority will itself ask for information or documents that it can obtain free of charge by digital means from the instances that manage the information or documents.

Selection criteria

Moreover, by means of the documents requested in the Annexes - Administrative Proposal, the tenderer must prove that he is sufficiently capable, from an economic and financial as well as from a technical point of view, to successfully perform this public procurement contract.

1	Sufficient Economic and Financial Capacity
1.1	Sufficient turn-over

Minimum Standard	Lot 1: Minimum average annual turnover of 75,000 EUR during the past three financial years Lot 2: Minimum average annual turnover of 10,000EUR during the past three financial years Lot 3: Minimum average annual turnover of 15,000 EUR during the past three financial years Lot 4: Minimum average annual turnover of 5,000 EUR during the past three financial years
2	Sufficient Technical and Professional Capacity
2.1	Sufficient experience
Minimum Standard	Minimum of 2 assignments within the scope of each lot tendered for, which were totally and successfully completed in the last 3 years, providing transportation services to an international organisation or public entity
2.2	Sufficient human resources
Minimum Standard	Minimum of 2 drivers for lot 1,2,3 and 1 driver for lot 4, if tendered for and as defined in the technical Specifications
2.3	Sufficient vehicles
Minimum Standard	Minimum of 3 vehicles for lot 1,2,3 and 1 vehicle for lot 4, if tendered for and as defined in the technical specifications
3	Sufficient legal capacity
Minimum Standard	Legally authorized to provide transportation services

If a tenderer submits for more than on lot, the values in the table above shall be cumulative.

A tenderer may, where appropriate and for a particular contract, rely on the capacities of other entities, regardless of the legal nature of the links which he has with these entities. In that case, the following rules apply:

- Where an economic operator wants to rely on the capacities of other entities, it shall prove to the contracting authority that it will have at its disposal the resources necessary, for example, by producing a commitment by those entities to that effect.
- The contracting authority shall verify whether the entities on whose capacity the economic operator intends to rely fulfil the relevant selection criteria and whether there are grounds for exclusion.
- Where an economic operator relies on the capacities of other entities with regard to criteria relating to economic and financial standing, the contracting authority may require that the economic operator and those entities be jointly liable for the execution of the contract.
- The contracting authority may require certain essential tasks to be carried out directly by the tenderer himself or, if the tender is submitted by a group of economic operators, by a member of the said group.

Under the same conditions, a group of candidates or tenderers may submit the capacities of the group's participants or of other entities.

Regularity of tenders

The tenders submitted by the selected tenderers will be evaluated as to formal and material regularity. Irregular tenders will be rejected.

The contracting authority reserves the right to have the irregularities in the tenderers' tender regularised during the negotiations.

5.5.2.2 qualitative and financial evaluation of tenders

Negotiation

The formally and materially regular tenders will be evaluated as to content by an evaluation committee. The contracting authority will restrict the number of tenders to be negotiated by applying the award criteria stated in the procurement documents. This evaluation will be conducted on the basis of the award criteria given in these Tender Specifications and aims to setting a shortlist of tenderers with whom negotiations will be conducted.

Then, the negotiation phase follows. In view of improving the contents of the tenders, the contracting authority may negotiate with tenderers the initial tenders and all subsequent tenders that they have submitted, except final tenders. The minimum requirements and the award criteria are not negotiable. However, the contracting authority may also decide not to negotiate. In this case, the initial tender is the final tender.

When the contracting authority intends to conclude the negotiations, it will so advise the remaining tenderers and will set a common deadline for the submission of any BAFOs. Once negotiations have closed, the BAFO will be compared with the exclusion, selection and award criteria. The tenderer whose BAFO shows the best value for money (obtaining the best score based on the award criteria given below) will be designated the contractor for this procurement contract.

Award Criteria

The contracting authority selects the regular tender that it finds to be most advantageous, taking account of the following criteria:

- Qualitative award criteria: 30 %;

The tenderer proposes a technical methodology and a project management plan based on the instructions given in the technical specifications. They are subject to evaluation according to the following sub-criteria:

N.	Qualitative Award Criteria	Max. Points: 30
1.	Quality of the proposed Technical Methodology	10
3.	Quality of the proposed Project Management (risk management, coordination of orders, cancellation policy, problem management)	10
4.	Quality of the proposed Resource management.	10

Only tenders with scores of at least 24 points out of 30 points qualify for the financial evaluation.

- Price: 70 %;

With regards to the 'price' criterion, the following formula will be used:

Points tender A = $\frac{\text{amount of lowest tender}}{\text{amount of tender A}} * 70$

Final score

The scores for the qualitative and financial award criteria will be added up. The procurement contract will be awarded to the tenderer with the highest final score, after the contracting authority has verified the accuracy of the Declaration on honour of this tenderer and provided the control shows that the Declaration on honour corresponds with reality.

5.6 Award and Conclusion of Contract

5.6.1 Awarding the contract

The procurement contract shall be awarded to a maximum of three framework contractors in cascade. If the first ranked framework contractor is unable to provide the requested services under a given order form, the second best ranked framework contractor shall be requested to provide the services. If the second best ranked framework contractor is unable to provide the services, the third best ranked framework contractor shall be contacted.

Notice though that in accordance with Art. 85 of the Law of 17 June 2016, there is no obligation for the contracting authority to award the procurement contract.

The contracting authority may either decide not to award the procurement contract; either redo the procedure, if necessary through another award procedure.

The contracting authority maintains the right to award only a certain lot or certain lots.

5.6.2 Concluding the contract

In accordance with Art. 88 of the Royal Decree of 18 April 2017, the procurement contract occurs through the notification to the selected tenderer of the approval of his tender.

Notification is via e-mail.

So, the full contract agreement consists of a procurement contract awarded by Enabel to the chosen tenderer in accordance with:

- These Tender Specifications and its annexes;
- The approved BAFO of the contractor and all of its annexes;
- The registered letter of notification of the award decision;
- Any later documents that are accepted and signed by both parties, as appropriate.

In an objective of transparency, Enabel undertakes to publish each year a list of recipients of its contracts. By introducing his tender, the successful tenderer declares that he agrees with the publication of the title of the contract, the nature and object of the contract, its name and location, and the amount of the contract.

6 Annexes

6.1 Technical documents

Not applicable

Annex 1: Description of personal data processing activities by the contractor⁸

1. Processing activities carried out by the subcontractor

Subject matter of processing:

Nature of processing: *[For instance, organisation, consultation, storage and collection, etc.]*

Duration of the processing:

Purpose of the processing:

2. The categories of personal data that the subcontractor will process on behalf of the controller (where applicable (* indicate as appropriate)).

- ☐ Personal identification data (e.g. name, address and telephone, etc.)
 - ☐ Electronic identification data (e.g. e-mail address, ID Facebook, ID Twitter, user names, passwords or other connection data, etc.)
 - ☐ Electronic location data (e.g. IP addresses, mobile phone, GPS, connection points, etc.)
 - ☐ Biometric identification data (e.g. fingerprints, iris scan, etc.)
-
- ☐ Copies of identity documents
 - ☐ Financial identification data (e.g. account numbers (bank), credit card numbers, salary and payment information, etc.)

⁸ To be filled out by the contracting authority and the contractor.

- ☐ Personal characteristics (e.g. gender, age, date of birth, marital status, nationality, etc.)
- ☐ Physical data (e.g. height, weight, etc.)
- ☐ Habits of life
- ☐ Psychological data (e.g. personality, character, etc.)
- ☐ Family composition
- ☐ Leisure and interests
- ☐ Memberships
- ☐ Consumption habits
- ☐ Education and training
- ☐ Career and occupation (e.g. function, title, etc.)
- ☐ Images/photos
- ☐ Sound recordings
- ☐ National Social Security Register Number/Identification Number
- ☐ Details of the contract (e.g. contractual relationship, order history, order numbers, invoicing and payment, etc.)
- ☐ Other categories of data, <Describe>

3. The special categories of personal data that the subcontractor will process on behalf of the controller (where applicable) (indicate as appropriate)

- ☐ Special categories of personal data (Art. 9 GDPR)
 - o Data revealing racial or ethnic origin
 - o Data concerning sexual orientation
 - o Political opinions
 - o Trade union membership
 - o Religious or philosophical beliefs
- ☐ Data concerning health (Art. 9 DGPR)
 - o Physical health

- Mental health o Risk situations and risk behaviours o Genetic data o Healthcare data
- ☐ Judicial data (Article 10 of the general data protection law) o Suspensions and indictments o Convictions and sentences o Judicial measures o Administrative sanctions o DNA data

4. The categories of data subjects concerned (*indicate as appropriate)

- ☐ (Potential)/(former) clients
If yes, <describe>
- ☐ Applicants and (former) employees, interns, etc.
If yes, <describe>
- ☐ (Potential)/(former) suppliers
If yes, <describe>
- ☐ (Potential)/(former) (business) partners
If yes, <describe>
- ☐ Other category
If yes, <describe>

5. Extent of processing (number of records/number of data subject concerned)

<Describe>

6. Period of use and period for which the (various categories of) personal data are stored:

<Describe>

7. Processing place

<Describe>

If processing is outside the EEA, please specify the appropriate guarantees that are put in place

<Describe>

8. Use of subsequent subcontractors/processors:

<Describe>

9. Contact details of the responsible contact person at the controller's

Name:	
Title:	
Telephone number:	
E-mail:	
Name: ⁹	
Title:	
Telephone number:	
E-mail:	

10. Contact details of the responsible contact person at the processor's:

Name:	
Title:	
Telephone number:	

⁹ Identify the person responsible of the project/department/other as appropriate

E-mail:	
Name:	
Title:	
Telephone number:	
E-mail:	

Annexe 2: Security of processing¹⁰

The controller should use only processors providing sufficient guarantees, in particular in terms of expert knowledge, reliability and resources, to implement technical and organisational measures which will meet the requirements of this Regulation (in particular Article 32 of the GDPR), including for the security of processing.¹¹

In order to ensure a level of security adapted to the risk, given the state of knowledge and the nature, scope, context and purposes of the processing, as well as the risks, of varying degree of probability and severity, of processing for the rights and freedoms of natural persons, the contractor implements appropriate technical and organisational measures.

These security measures comprise the following, among others:

- [Describe]

¹⁰ To be filled out by contractor

¹¹ Consideration 81 of the GDPR

6.3 Procedural Documents – Tender Forms

6.3.1 ADMINISTRATIVE PROPOSAL

Legal Identification forms

I. PERSONAL DATA			
FAMILY NAME(S) ①			
FIRST NAME(S) ①			
DATE OF BIRTH			
	JJ	MM	YYYY
PLACE OF BIRTH (CITY, VILLAGE)		COUNTRY OF BIRTH	
TYPE OF IDENTITY DOCUMENT			
IDENTITY CARD		PASSPORT	DRIVING LICENCE ② OTHER ③
ISSUING COUNTRY			
IDENTITY DOCUMENT NUMBER			
PERSONAL IDENTIFICATION NUMBER ④			
PERMANENT PRIVATE ADDRESS			
POSTCODE		P.O. BOX	CITY
REGION ⑤		COUNTRY	
PRIVATE PHONE			
PRIVATE E-MAIL			
II. BUSINESS DATA <div style="text-align: right;">If YES, please provide business data and attach copies of official supporting documents</div>			
Do you run your own business without a separate legal personality (e.g. sole traders, self-employed etc.) and you provide as such services to the Commission, other Institutions, Agencies and EU-Bodies ? <div style="display: flex; justify-content: space-around;"> YES NO </div>		BUSINESS NAME (if applicable) VAT NUMBER REGISTRATION NUMBER PLACE OF REGISTRATION <div style="display: flex; justify-content: space-around;"> CITY COUNTRY </div>	
DATE			

	SIGNATURE
--	-----------

-
- ① As indicated on the official document.
- ② Accepted only for Great Britain, Ireland, Denmark, Sweden, Finland, Norway, Iceland, Canada, United States and Australia.
- ③ Failing other identity documents: residence permit or diplomatic passport.
- ④ See table with corresponding denominations by country. ⑤ To be completed with Region, State or Province by non EU countries only, excluding EFTA and candidate countries.

Legal person entity private/public legal body

OFFICIAL NAME ②			
ABREVIATION			
MAIN REGISTRATION NUMBER ③			
SECONDARY REGISTRATION NUMBER (if applicable)			
PLACE OF MAIN REGISTRATION	CITY	COUNTRY	
DATE OF MAIN REGISTRATION	DD	MM	YYYY
VAT NUMBER			
OFFICIAL ADDRESS			
POSTCODE	P.O. BOX	CITY	
COUNTRY	PHONE		
E-MAIL			
DATE		STAMP	
SIGNATURE OF AUTHORISED REPRESENTATIVE			

① Public law body WITH LEGAL PERSONALITY, meaning a public entity being able to represent itself and act in its own name, i.e. being capable of suing or being sued, acquiring and disposing of property, entering into contracts. This legal status is confirmed by the official legal act establishing the entity (a law, a decree, etc.).

② National denomination and its translation in EN or FR if existing.

③ Registration number in the national register of the entity.

Public law entity

OFFICIAL NAME ^①				
BUSINESS NAME (if different)				
ABBREVIATION				
LEGAL FORM				
ORGANISATION TYPE	FOR PROFIT			
	NOT FOR PROFIT	NGO ^②	YES	NO
MAIN REGISTRATION NUMBER ^③				
SECONDARY REGISTRATION NUMBER (if applicable)				
PLACE OF MAIN REGISTRATION	CITY	COUNTRY		
DATE OF MAIN REGISTRATION	DD	MM	YYYY	
VAT NUMBER				
ADDRESS OF HEAD OFFICE				
POSTCODE	P.O. BOX	CITY		
COUNTRY	PHONE			
E-MAIL				
DATE		STAMP		
SIGNATURE OF AUTHORISED REPRESENTATIVE				

^① National denomination and its translation in EN or FR if existing.

^② NGO = Non Governmental Organisation, to be completed if NFPO is indicated.

^③ Registration number in the national register of companies. See table with corresponding field denomination by country.

Financial identification form

<u>BANKING DETAILS</u>	
ACCOUNT NAME ¹²	
IBAN/ACCOUNT NUMBER ¹³	
CURRENCY	
BIC/SWIFT CODE	
BANK NAME	

ADDRESS Of BANK BRANCH		
STREET & NUMBER		
TOWN/CITY	POST CODE	
COUNTRY		

<u>ACCOUNT HOLDER'S DATA</u> AS DECLARED TO THE BANK		
ACCOUNT HOLDER		
STREET & NUMBER		
TOWN/CITY	POST CODE	
COUNTRY		

SIGNATURE OF ACCOUNT HOLDER (Obligatory)	DATE (Obligatory)

¹² This does not refer to the type of account. The account name is usually the one of the account holder. However, the account holder may have chosen a different name to its bank account.

¹³ Fill in the IBAN Code (International Bank Account Number) if it exists in the country where your bank is established.

Subcontractors

Name and legal form	Address / Registered office	Object

Declaration on honour – exclusion criteria

Hereby, I / we, acting as legal representative(s) of above-mentioned tenderer, declare that the tenderer does not find himself in one of the following situations :

1) The tenderer or one of its 'directors[1]' was found guilty following a conviction by final judgement for one of the following offences:

1° involvement in a criminal organisation

2° corruption

3° fraud

4° terrorist offences, offences linked related to terrorist activities or incitement to commit such offence, collusion or attempt to commit such an offence

5° money laundering or terrorist financing

6° child labour and other trafficking in human beings

7° employment of foreign citizens under illegal status

8° creating a shell company.

2) The counterparty which fails to fulfil his obligations relating to the payment of taxes or social security contributions for an amount in excess of EUR 3 000, except if the counterparty can demonstrate that a contracting authority owes him one or more unquestionable and due debts which are free of all foreseeable liabilities. These debts are at least of an amount equal to the one for which he is late in paying outstanding tax or social charges.

3) The counterparty who is in a state of bankruptcy, liquidation, cessation of activities, judicial reorganisation or has admitted bankruptcy or is the subject of a liquidation procedure or judicial reorganisation, or in any similar situation resulting from a procedure of the same kind existing under other national regulations;

4) When Enabel can demonstrate by any appropriate means that the counterparty or any of its directors has committed serious professional misconduct which calls into question his integrity.

Are also considered such serious professional misconduct:

a. A breach of Enabel's Policy regarding sexual exploitation and abuse – June 2019

b. A breach of Enabel's Policy regarding fraud and corruption risk management – June 2019

c. A breach of a regulatory provision in applicable local legislation regarding sexual harassment in the workplace

d. The counterparty was seriously guilty of misrepresentation or false documents when providing the information required for verification of the absence of grounds for exclusion or the satisfaction of the selection criteria, or concealed this information

- e. Where Enabel has sufficient plausible evidence to conclude that the counterparty has committed acts, entered into agreements or entered into arrangements to distort competition

The presence of this counterparty on one of Enabel's exclusion lists as a result of such an act/agreement/arrangement is considered to be sufficiently plausible an element.

- 5) When a conflict of interest cannot be remedied by other, less intrusive measures;
6) When significant or persistent failures by the counterparty were detected during the execution of an essential obligation incumbent on him in the framework of a previous contract, a previous contract placed with another contracting authority, when these failures have given rise to measures as of right, damages or another comparable sanction.

Also failures to respect applicable obligations regarding environmental, social and labour rights, national law, labour agreements or international provisions on environmental, social and labour rights are considered 'significant'.

The presence of the counterparty on the exclusion list of Enabel because of such a failure serves as evidence.

- 7) Restrictive measures have been taken vis-à-vis the counterparty with a view of ending violations of international peace and security such as terrorism, human rights violations, the destabilisation of sovereign states and de proliferation of weapons of mass destruction.

The counterparty or one of its directors are on the lists of persons, groups or entities submitted by the United Nations, the European Union and Belgium for financial sanctions:

For the United Nations, the lists can be consulted at the following address:

<https://finances.belgium.be/fr/tresorerie/sanctions-financieres/sanctionsinternationales-nations-unies>

For the European Union, the lists can be consulted at the following address:

<https://finances.belgium.be/fr/tresorerie/sanctions-financieres/sanctionseurop%C3%A9ennes-ue>

https://eeas.europa.eu/headquarters/headquarters-homepage/8442/consolidatedlist-sanctions_en https://eeas.europa.eu/sites/eeas/files/restrictive_measures-2017-01-17-clean.pdf For Belgium:

https://finances.belgium.be/fr/sur_le_spf/structure_et_services/administrations_generales/tr%C3%A9sorier/contr%C3%B4le-des-instruments-1-2

- 8) If Enabel executes a project for another funder or donor, other grounds for exclusion may be added.

Person signing:

Place, date

Integrity statement for the tenderers

Hereby, I / we, acting as legal representative(s) of above-mentioned tenderer, declare the following:

- Neither members of administration or employees, or any person or legal person with whom the tenderer has concluded an agreement in view of performing the public contract, may obtain or accept from a third party, for themselves or for any other person or legal person, an advantage appreciable in cash (for instance, gifts, bonuses or any other kind of benefits), directly or indirectly related to the activities of the person concerned for the account of Enabel.
- The board members, staff members or their partners have no financial or other interests in the businesses, organisations, etc. that have a direct or indirect link with Enabel (which could, for instance, bring about a conflict of interests).
- I have / we have read and understood the articles about deontology and anticorruption included in the Tender Documents (see 1.7.), as well as *Enabel's Policy regarding sexual exploitation and abuse* of June 2019 and *Enabel's Policy regarding fraud and corruption risk management* of June 2019 and I / we declare fully endorsing and respecting these articles.

If above-mentioned public contract is awarded to the tenderer, I/we declare, moreover, agreeing with the following provisions:

- In order to avoid any impression of risk of partiality or connivance in the follow-up and control of the performance of the public contract, it is strictly forbidden to the public contractor (i.e. members of the administration and workers) to offer, directly or indirectly, gifts, meals or any other material or immaterial advantage, of whatever value, to the employees of Enabel who are concerned, directly or indirectly, by the follow-up and/or control of the performance of the public contract, regardless of their hierarchical rank.
- Any (public) contract will be terminated, once it appears that contract awarding or contract performance would have involved the obtaining or the offering of the abovementioned advantages appreciable in cash.
- Any failure to comply with one or more of the deontological clauses will be considered as a serious professional misconduct which will lead to the exclusion of the contractor from this and other public contracts for Enabel.
- The public contractor commits to supply, upon the demand of the contracting authority, any supporting documents related to the performance conditions of the contract. The contracting authority will be allowed to proceed to any control, on paperwork or on site, which it considers necessary to collect evidence to support the presumption of unusual commercial expenditure.

Finally, the tenderer takes cognisance of the fact that Enabel reserves the right to lodge a complaint with the competent legal instances for all facts going against this statement and that all administrative and other costs resulting are borne by the tenderer.

Signature preceded by 'read and approved', in writing, and indication of name and function of the person signing:

Place, date

Economic and financial capacity Form

Financial Statement

The tenderer must complete the following table of financial data based on his/her annual accounts.

Financial data	Year- 2 € or NC	Year- 1 € or NC	Last year € or NC	Average € or NC
Annual turnover, excluding this public contract ¹⁴				

The tenderer must also provide his/her approved financial statements for the last three financial years or other appropriate supporting documents such as a document listing all assets and liabilities of the enterprise. In case the enterprise has not yet published its Financial Statements, an interim balance certified true by an accountant or by a registered auditor or by the person or body with this function in the country concerned will do.

¹⁴ Last accounting year for which the entity's accounts have been closed.

Technical and professional capacity form

List of main similar assignments

Description of the main similar assignments <u>totally</u> performed	In Uganda (min. 1)	Amount involved	Completion date in the last 3 years (only <u>totally</u> performed assignments)	Name of the public or private bodies

Certificates of completion

For each of the assignments listed, the tenderer must provide in the administrative proposal as annexes to this form the certificates of completion/acceptance (statement or certificate without major reservation) and / or any supporting documents (contracts, invoices...) approved by the entity which awarded the contract.

The tenderer must complete the **table hereunder**. He must provide in his offer the **CV's of the key experts (the team leader and proposed drivers) proposed** for implementing this services contract. The CV's (qualifications and experience of the drivers) have to fulfil the profiles as requested in the technical specifications. Each CV shall be no longer than 3 pages.

Name	Proposed position	Educational background	Qualifications	Years of experience
	Team leader			
	Driver1			
	Driver 2			

Drivers (at least 2 Drivers)

Proposed Driver	Driver name	Driving Experience- 5 years' experience (YES/NO)	Has valid driving permit with appropriate class (Yes or No)	Has A - level certificate (Yes or No)
1.				
2.				

The contractor must attach for each of the drivers the following documents:

- Valid driving permit with appropriate class;
- A - level certificate;

Features of proposed cars

Car	Registration No.	Model	Kilometre	Chassis number	Log book for the car	Year of manufacture

6.3.2 TECHNICAL PROPOSAL

The technical proposal may be presented in free format, but it shall not exceed ten pages, not counting the CVs.

6.3.3 FINANCIAL PROPOSAL

Tender Forms – prices

By submitting this tender, the tenderer commits to performing this public contract in conformity with the provisions of the Tender Specifications/ – and explicitly declares accepting all conditions listed in the Tender Specifications and renounces any derogatory provisions such as his own general sales conditions.

The unit prices and the global prices for each item in the inventory are established relative to the value of these items in relation to the total value of the tender. All general and financial costs as well as the profits are distributed between the various items in proportion to their weight.

The value added tax is dealt with on a separate line in the summary bill of quantities or the inventory, to be added to the tender's value.

The confidential information and/or the information relating to technical or business secrets is indicated clearly in the tender.

In order to correctly compare the tenders, the duly signed information or documents mentioned under Preparation of Tenders.

Lot No	Type of car	Description of the service		Estimated Maximum quantities (in days)	Unit price in Euros per day (Excl VAT)	Lump-sum unit prices exc. VAT*EUR
1	Four-wheel drive / Up-country car transportation services	Hiring a vehicle with a driver including taxes and other expenses (welfare of driver, car maintenance, insurance)	Within Kampala Metropolitan	420	€	€
			Outside Kampala Metropolitan with overnight stay	980	€	€
2	Medium size car transportation services	Hiring a vehicle with driver including taxes and other expenses (accommodation & welfare of driver, car maintenance, insurance)	Within Kampala Metropolitan	60	€	€
			Outside Kampala Metropolitan	140	€	€
3	Minivan transportation services	Hiring a vehicle with driver including taxes and other expenses (accommodation & welfare of driver, car maintenance, insurance)	Within Kampala Metropolitan	90	€	€
			Outside Kampala Metropolitan	210	€	€
4	Coaster bus transportation services	Hiring a vehicle with driver including taxes and other expenses (accommodation & welfare of driver, car maintenance, insurance)	Within Kampala Metropolitan	40	€	€
			Outside Kampala Metropolitan	60	€	€
	TOTAL					
VAT percentage (if applicable):						
Fuel reimbursement will be done based on consumption on the mileage fixed ratio of 1 litre per 07 KMs for passenger vehicle up to 9 seats and 5kms per litre for coasters.						
This contract is subjected to Ugandan withholding tax. For national entities 6% is deducted at payment, for international entities 15% is deducted according to the withholding tax regulation of Uganda						

Name and first name:

Duly authorised to sign this tender on behalf of:

Place and date: