



Tender Specifications

Framework services contract for provision of  
Comprehensive motor vehicle and motorcycle  
Insurance cover for Enabel in Uganda.

Negotiated Procedure with Prior Publication

Reference number: 2800UGA-10128

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## **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 Terms of Reference

## 1.1 Requirements for the services

### 1.1.1 Technical methodology

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

#### 1.1.1.1 Background information

Enabel is implementing a new Uganda Country Portfolio 2023-2028 under the Uganda-Belgium Cooperation Agreement. The focus sectors are Education, Health, Skills Development and Employment as well as cross-cutting areas such as Digitalization, Gender and Climate. The Overall Objective of the new portfolio is that “Young people and women in Uganda develop into active, economically independent citizens in a sustainable society that respects human rights and ensures quality basic services”.

While implementing these projects and program activities, Enabel, through its Representation and different projects/programs, manages a fleet of cars and motorcycles whose insurance policy must be renewed. Currently, Enabel has offices/operations in Kampala metropolitan, Busoga region, West Nile region and Rwenzori-Albertine region.

#### 1.1.1.2 Objective

The overall objective is to provide insurance cover for Enabel in Uganda Motor vehicles and Motorcycles.

#### 1.1.1.3 Tasks

**The scope of services shall include the following among others:**

All services implemented by the contractor as part of the contract must meet the technical requirements which are set out in these Terms of Reference. By submitting a tender, the successful tenderer agrees to provide the services in accordance with these provisions. Currently, Enabel in Uganda has a fleet of 30 motor vehicles and 21 motorcycles with expected increase in numbers over time. The current value of motor vehicles and motorcycles stated below is for information purposes and these shall be depreciated and valued before the inception of the insurance cover.

No.	Make of the vehicle	Project	Year of manufacture	Current net book Value	Insurance Timeline
1	Toyota Prado TX	REP	2012	12,053.67 €	3

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2	Suzuki Vitara	REP	2015	10,331.21 €	4
3	Suzuki Vitara	REP	2011	9,685.22 €	4
4	Toyota RAV4	REP	2015	10,176.50 €	4
5	Suzuki Vitara	SG+	2016	13,876.52 €	4
6	Toyota Landcruiser	SSU-EU	2015	17,631.62 €	1
7	Electric car-Nissan Leaf	SP	2022	48,603.35 €	4
8	Toyota Landcruiser Hard Top 76	SP	2023	31,800.56 €	4
9	Toyota Landcruiser Hard Top pick-up 79	SP	2023	28,997.53 €	4
10	Ford Everest	WeWork- EU	2023	37,934.00 €	4
11	Ford Everest	BHR	2023	37,934.00 €	4
12	Ford Everest	WeLearn	2023	37,934.00 €	4
13	Toyota Landcruiser Hard Top pick-up 79	WeWork	2023	28,718.45 €	4
14	Toyota Landcruiser Hard Top pick-up 79	WeWork	2023	28,718.45 €	4
15	Toyota Landcruiser Hard Top pick-up 79	WeCare	2023	28,718.45 €	4
16	Toyota Landcruiser Hard Top 76	WeWork	2023	31,800.56 €	4
17	Toyota Landcruiser Hard Top 76	WeLearn	2023	31,800.56 €	4
18	Toyota Landcruiser Hard Top 76	WeLearn	2023	31,800.56 €	4
19	Toyota Landcruiser Hard Top 76	WeWork- EU	2023	31,800.56 €	4
20	Toyota Landcruiser Hard Top 76	WeWork- EU	2023	31,800.56 €	4
21	Toyota Landcruiser Hard Top 76	WeWork- EU	2023	31,800.56 €	4
22	Toyota Landcruiser Hard Top 76	WeTeach- EU	2023	31,800.56 €	4
23	Toyota Landcruiser Hard Top 76	WeTeach- EU	2023	31,800.56 €	4

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24	Toyota Landcruiser Hard Top 76	BHR	2023	31,800.56 €	4
25	Toyota Landcruiser Hard Top 76	WeCare	2023	31,800.56 €	4
26	Toyota Landcruiser Hard Top 76	WeCare	2023	31,800.56 €	4
27	Electric car-Nissan Leaf	REP	2023	54,003.73 €	4
28	High clearance gasoline motorcycle	Portfolio	2023	2,436.00 €	4
29	Boda-boda motorcycles	Portfolio	2023	994.20 €	4

#### 1.1.1.4 Nature of services

The following services are categorized as category A “Must be fully covered” and category B “Must be proposed”. The category A services are mandatory and must be fully covered and shall be evaluated on a pass and fail basis. The category B services are also mandatory but the tenderer must propose their own limit of benefits which shall be considered under the award criteria and shall contribute to the overall score.

Accordingly, the minimum expected cover for each of the benefits for the duration of 12 months includes but not limited to the following benefits stated in the table:

#### 1. Category A: “Must be fully covered”

S/N	BENEFITS DESCRIPTION	MINIMUM COVER LIMIT (UGX)
1.	Accident	Fully covered
2.	Fire	Fully covered
3.	Floods	Fully covered
4.	Hurricane, storm, tempest & other special perils	Fully covered
5.	Earthquake	Fully covered
6.	Damage by falling trees/debris	Fully covered
7.	Riots, strikes, civil commotions & malicious damage, vandalism	Fully covered
8.	Cross liability	Fully covered
9.	Road rescue services	Fully covered
10.	Valuation	Fully covered
11.	Sticker replacement fees	Fully covered
12.	Theft	Fully covered



13.	Theft by own employee	Fully covered
14.	AAU membership	Fully covered
15.	Windscreen replacement / Windscreen extension	Fully covered
16.	Political violence and terrorism cover	Fully covered

**2. Category B “Must be proposed” (where applicable, Uganda Shillings currency only)**

S/N	BENEFITS DESCRIPTION	Sub criteria out of 100 points (cf. point 3.8.4)
1.	Third party aggregate liability	15 points
2.	Third party bodily injury and/or death per person per incident	10 points
3.	Third party property damage, aggregate limit	10 points
4.	Third party property damage, occurrence limit	10 points
5.	Passengers liability per person per incident	10 points
6.	Passengers liability aggregate limit	10 points
7.	Car entertainment (visual, audio or any other)	2 points
8.	Wrong fuel	2 points
9.	Lock & key extension	2 points
10.	Use of motor trader (garage)	3 points
11.	Authorized repair limit	2 points
12.	Indemnity legal expenses	2 points
13.	Towing charges	2 points
14.	Wreckage removal	2 points
15.	Emergency medical expenses	2 points
16.	Geographical limit	2 points
17.	Rim damage	2 points
18.	Claims preparation costs	2 points
19.	Theft, loss of personal belongings	2 points
20.	Ambulance & nursing	1 point
21.	Protection limit	1 point
22.	Emergency accommodation	1 point
23.	Fire extinguisher or other costs incurred to stop loss	1 point
24.	Cleaning & fumigation	1 point
25.	Hire of replacement vehicle (€ per day and number of days)	1 point
26.	Vehicle / auto check-up cost	1 point

27.	Break down services	1 point
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In addition, the contractor should indicate complimentary benefits to the policy cover, if any.

### **Premium**

The tenderer shall propose the premium to be charged per vehicle and motorcycle insured basing on the value of the car/motorcycle stated. This value shall be depreciated every year by the contracting authority at 10%.

### **1.1.2 Quality management**

The services shall comply in all respects with the contract documents. Even in the absence of detailed technical specifications in contract documents, the services must comply in all respects with good practice.

### **Project Management**

The contractor shall provide a detailed plan how they intend to roll out the scheme to all motor vehicles and motorcycles;

The contractor shall provide a detailed guide on how they shall handle registration, extension and deregistration of motorcycles and motor vehicles; The contracting authority reserves the right to demand an activity report at any time to the service provider. All correspondences between Enabel and the service provider must be through formal communication means (mail). The contractor shall designate in their offer 2 focal persons. These shall be the only points of contact for all matters related to the contract between Enabel and the contractor. The same persons shall be responsible for the day-to-day relations and processing of claims.

### **New registration, deregistration and extension**

Only the contracting authority, represented by the contract manager shall exclusively inform the insurance company of applications for new registration, deregistration and extension by means of a notification intended for this purpose.

### **Extension**

At the latest one week before the expiry date indicated on the insurance notice for each car, the contracting authority shall inform the contractor if the car insurance shall be extended or not, as well as the duration of cover. In case of extension of the duration of the car insurance, the percentage rate for premium and training levy, the sticker fee and the stamp duty detailed in the financial offer apply. The premium shall be calculated on a prorata basis according to the number of months covered for the applicable year.

### **New registration**

In case of new registration, the contracting authority shall send to the contractor:

- The reference and the value of car/ motor cycle to be insured;
- The name of the project and the project code;
- The duration of cover.

The percentage rate for premium and training levy, the sticker fee and the stamp duty detailed in the financial offer apply. The premium shall be calculated on a prorate basis according to the number of months covered for the applicable year.

**Deregistration**

In case of deregistration, the contracting authority shall send to the contractor at the latest one week before the expiry date indicated on the insurance notice for each car:

- The reference of car concerned;
- The name of the project and the project code.

**Location of performance**

The services shall be performed in Uganda. The geographical limit must be stated by the contractor as requested under category B benefits.

## 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.

### 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 person(s) who shall sign the award letter and are mandated to represent the organisation towards third parties.

### 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 2013<sup>1</sup>;
- The Belgian Law of 21 December 1998 establishing the Belgian Technical Cooperation as a public-law company<sup>2</sup>;
- 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 2003<sup>2</sup>, as well as the Law of 10 February 1999 on the Suppression of Corruption 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

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<sup>1</sup> 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.

<sup>2</sup> Belgian Official Gazette of 18 November 2008.

Organisation<sup>3</sup> 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 contracts<sup>4</sup>;
- The Law of 17 June 2013 on justifications, notification and legal remedies for public procurement contracts and certain procurement contracts for works, supplies and services<sup>5</sup>;
- The Royal Decree of 18 April 2017 on the award of public procurement contracts in the classic sectors<sup>6</sup>;
- Royal Decree of 14 January 2013 establishing the General Implementing Rules for public procurement contracts and for concessions for public works<sup>7</sup>;
- 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](http://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.
- Law of 30 July 2018 on the protection of natural persons with regard to the processing of personal data. ;

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<sup>3</sup> <http://www.ilo.org/ilolex/french/convdisp1.htm>.

<sup>4</sup> Belgian Official Gazette 14 July 2016.

<sup>5</sup> Belgian Official Gazette of 21 June 2013.

<sup>6</sup> Belgian Official Gazette 9 May 2017.

<sup>7</sup> Belgian Official Gazette 27 June 2017.

All Belgian regulations on public contracts can be consulted on [www.publicprocurement.be](http://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 procurement contract is a framework services contract.

### 3.2 Scope of the contract

#### 3.2.1 Subject-matter

This services contract consists in the performance of provision of comprehensive motor vehicle and motorcycle insurance cover for Enabel in Uganda, in conformity with the conditions of these Tender Specifications.

#### 3.2.2 Items

This procurement contract consists of the items stated in section 1 “technical specifications” of this tender document. These items are pooled and form one single procurement contract. It is not possible to tender for one or several items and the tenderer must submit price quotations for all items of the procurement contract.

#### 3.2.3 Variants

Each tenderer may submit only one tender. Variants are forbidden.

### 3.3 Duration of the contract

The contract begins upon award notification and has a duration of 2 years. In as far the threshold of this procedure is not exceeded, it can be renewed once for 2 years by tacit agreement. The contracting authority reserves the right to terminate the contract by notifying the contractor at the latest one month before the date of the anniversary of the contract. This termination does not in any way lead to damages for the contractor. For each car, the insurance start day and duration will be specified in the order form.

### 3.4 Value of the contract

The maximum value of the contract is 221,000 EUR.

### 3.5 Quantities

The estimated quantities given hereunder are for information purposes only and regard the whole duration of the contract. The contractor must therefore be able to perform these quantities for the period that covers the duration of the public contract. Exact quantities shall be determined in order forms. The contracting authority does not commit in any way to quantities that will actually be ordered through this framework contract. The contractor cannot use the fact that the listed quantities were not attained as a basis for claiming compensation.

Item	Estimated minimum quantity	Estimated maximum quantity
Motor vehicles	30	50
Motorcycles	10	50

## 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.

### 4.1 Managing official (Art. 11)

The managing official is Nuwasasira Brian, Logistics Coordinator, [brian.nuwasasira@enabel.be](mailto:brian.nuwasasira@enabel.be).

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 CONTROLLER (RECIPIENT)**

During contract performance, the contractor may process personal data of the contracting authority 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.

Given the public contract, it is to be considered that the contracting authority and the contractor will each be responsible, individually, for the processing.

## **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 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)**

Given the nature of this tender no performance bond is required.

#### **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)**

This public contract provides for price revision. Only one price revision can be applied per year (upon the contract award anniversary date).

To calculate the price revision, the following formula applies:

$$P_r = P_o \left( \frac{I_r}{I_o} \right)$$

where:

$P_r$  = Price after revision

$P_o$  = Price quoted in the tender

$I_o$  = Index for the month in which the framework Contract (FWC) enters into force;

$I_r$  = Index for the month in which the request to revise prices is received

This revision shall be determined by the trend in the harmonized consumer price index published by the Uganda Bureau of Statistics (UBOS) Database for the applicable index appropriate for the industry.

The price revision may only be applied if the price increase or decrease following the request or if the price revision request amounts to at least 3% of the price quoted in the tender (for the

first price revision) or of the last price revised or imposed (as of the second price revision). The total revision under this clause shall be subject to a ceiling of plus or minus 10% of the price quoted in the tender.

#### **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 order form is addressed to the service provider either by email 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 anymore if they are not submitted within 10 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 Uganda as well as the geographical limit offered by the contractor in the event that it goes beyond Uganda.

## **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 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 154155)**

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 to 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 nonobservance 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.

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.

Tender Specifications – Procurement procedure reference 2800UGA-10128

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

The contractor sends (one copy only of) the invoices (original copy) to the address on the order form.

The insurance notice/ invoice shall mention:

- the registration number of the motor vehicle or motorcycle to be insured;
- the total premium payable;
- the duration of cover;
- the reference of the tender documents: "2800UGA-10128";

Only services that have been performed correctly may be invoiced.

The premium owed to the service provider shall be paid within thirty days following receipt and verification of the invoices.

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

The invoice must be in Uganda Shillings.

#### **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 Inge Janssens rue Haute 147 1000

Brussels

Belgium

## 5. Procurement procedure

### 5.1 Type of procedure

This is a Negotiated Procedure with Prior Publication in application of Article 41 of the Law of 17 June 2016.

### 5.2 Publication

#### 5.2.1 Enabel publication

##### Official publication

This procurement contract is officially advertised in the Belgian Public Tender bulletin.

##### Further notification

This Tender Specifications are published on the Enabel website <https://www.enabel.be/content/enabel-tenders>

### 5.3 Information

The awarding of this procurement contract is coordinated by the Contract 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 10 days before submission deadline, candidate-tenderers may ask questions about these Tender Specifications and the procurement contract. Questions will be in writing to [uga\\_csc\\_contracts@enabel.be](mailto:uga_csc_contracts@enabel.be) with copy to [victor.tamale@enabel.be](mailto:victor.tamale@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. A 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

The tenderer shall prepare separately, the administrative, technical and financial proposals as explained below;

#### **Content of tenders**

The tenderer must use the tender form in annex. 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 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
- Articles of association
- Power of Attorney duly registered
- Certificate of incorporation
- Financial Identification Form, along with the account confirmation letter from the bank
- Exclusion Criteria Form
- Integrity form
- Technical capacity form
- Financial capacity form
- Subcontractor form

**The successful tenderer shall be requested to provide the following documents prior to award of the contract:**

- Tax Clearance Certificate (e.g; URA, as applicable)
- Social Security Contribution Clearance (e.g., NSFF as applicable)
- An extract from the criminal record in the name of the tenderer (legal person) or his representative (natural person) if there is no criminal record for legal persons (ex. certificate of good conduct from Interpol);
- Insurance Regulatory Authority (IRA) Certification for the current year;
- A copy of current membership certificate with association of Uganda insurers.

#### **2. Technical Proposal**

The technical proposal may be presented in free format. Technical proposal must detail the Benefits proposed. Tenderers must clearly state if benefits are "per accident, "fully covered, covered "or add a description (if indeed necessary). The contractor shall take note to include Tender Specifications – Procurement procedure reference 2800UGA-

both category A and category B benefits.

### **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 Uganda Shillings.

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 and global 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:

The administrative management and secretariat;

Travel, transportation and insurance;

Documentation pertaining to the services;

The delivery of documents or of pieces related to the performance;

The packaging;

Training required for operation;

Where applicable, the measures imposed by occupational safety and worker health legislation;

Customs and excise duties for equipment and products used;

#### **Validity of tenders**

The tenderers are bound by their tender for a period of 120 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 for this contract.

The tenderer submits his tender as follows:

One original copy of the completed tender shall be submitted on paper (hard copy). Soft copies shall be submitted in one or more PDF files on a USB stick that shall be inserted in the envelope containing the hard copies.

The tender submitted in a properly sealed envelope bearing the following information: Name of tenderer, as well as the title of the contract and the reference of the procurement procedure and the lot tendered for, as stated on the cover page of the tender specification.

Tender Specifications – Procurement procedure reference 2800UGA-

It shall be submitted:

a) By mail (standard mail or registered mail)

In this case, the sealed envelope is put in a second closed envelope addressed to:  
**Enabel Uganda**

**Contract Service Centre**

**Lower Kololo Terrace, Plot 1B**

**PO Box 40131 Kampala – Uganda**

OR

b) Delivered by hand with acknowledgement of receipt.

The service can be reached on working days during office hours: from 8:30 am to 13:30 pm and from 2:00 pm to 5:00 pm (see the address given under point a) above).

The tender shall be received by the Contracting Authority by **15<sup>th</sup> November 2024 at 11:00 AM, Kampala Time**. Tenders that arrive late will not be accepted. (Article 83 of the Royal Decree on Awarding).

#### **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 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 of tenders shall be done in public on **15th November 2024 at 11:15 AM**.

### **5.5.2 Evaluation of Tenders**

#### **5.5.2.1 Selection of tenderers**

##### **Exclusion grounds**

The mandatory and optional exclusion grounds are given in the Declaration on Honour enclosed to these Tender Specifications.

By submitting this tender, the tenderer certifies that he is not in any of the cases of exclusion listed in 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 honor based on the supporting 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.

<b>1</b>	<b>Sufficient Economic and Financial Capacity</b>
1.1	Sufficient turn-over
Minimum Standard	Minimum average annual turnover of UGX 800,000,000 during the past three financial years
<b>2</b>	
<b>Sufficient Technical and Professional Capacity</b>	
2.1	Sufficient experience in providing motor vehicles and motorcycles
Minimum Standard	Minimum of 1 assignment within the scope of the contract, which was totally and successfully completed in the last 3 years.
2.2	<b>Sufficient human resources</b>
Minimum Standard	List of 2 contact persons
2.3	Category A benefits
Minimum Standard	List of benefits under category A included in section 1 of these technical specifications

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 Award criteria: 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: 60 %.**

The tenderer proposes a technical methodology, quality management 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:

<b>Category B "Must be proposed" (where applicable, Euro currency only)</b>		<b>Sub criteria out of 100 points (cf. point)</b>
1.	Third party aggregate liability	15 points
2.	Third party bodily injury and/or death per person per incident	10 points
3.	Third party property damage, aggregate limit	10 points
4.	Third party property damage, occurrence limit	10 points

5.	Passengers liability per person per incident	10 points
6.	Passengers liability aggregate limit	10 points
7.	Car entertainment (visual, audio or any other)	2 points
8.	Wrong fuel	2 points
9.	Lock & key extension	2 points
10.	Use of motor trader (garage)	3 points
11.	Authorized repair limit	2 points
12.	Indemnity legal expenses	2 points
13.	Towing charges	2 points
14.	Wreckage removal	2 points
15.	Emergency medical expenses	2 points
16.	Geographical limit	2 points
18.	Rim damage	2 points
19.	Claims preparation costs	2 points
20.	Theft, loss of personal belongings	2 points
22.	Ambulance & nursing	1 point
23.	Protection limit	1 point
24.	Emergency accommodation	1 point
25.	Fire extinguisher or other costs incurred to stop loss	1 point
26.	Cleaning & fumigation	1 point
27.	Hire of replacement vehicle (€ per day and number of days)	1 point
28.	Vehicle / auto check-up cost	1 point
29.	Break down services	1 point

- **Price: 40 %.**

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

$$\text{Points tender A} = \frac{\text{amount of lowest tender} * 40}{\text{amount of tender A}}$$

(Premium inclusive Training levy, stamp duty)

### **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 will be awarded to the tenderer who has submitted the most economically advantageous tender for the lot.

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.

### **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.

### 6.2 Procedural Documents – Tender Forms

#### 6.2.1 ADMINISTRATIVE PROPOSAL

##### Legal Identification forms

<b>I. PERSONAL DATA</b>		
<b>FAMILY</b>		
<b>NAME1:</b>		
<b>FIRST</b>		
<b>NAME:</b>		
<b>DATE OF</b>		
<b>BIRTH:</b>		
JJ MM YYYY		
<b>PLACE OF BIRTH:</b>		
<b>COUNTRY OF BIRTH (CITY, VILLAGE):</b>		
<b>TYPE OF IDENTITY DOCUMENT</b>		
<b>IDENTITY CARD:</b>	<b>PASSPORT:</b>	<b>DRIVING LICENCE<sup>②</sup>:</b>
<b>OTHER<sup>③</sup> ISSUING COUNTRY:</b>		
<b>IDENTITY DOCUMENT NUMBER:</b>		
<b>PERSONAL IDENTIFICATION</b>		
<b>NUMBER<sup>④</sup>:</b>		
<b>PERMANENT</b>		
<b>PRIVATE ADDRESS:</b>		
<b>POSTCODE:</b>	<b>P.O. BOX:</b>	<b>CITY REGION:</b>

⑤	<b>COUNTRY</b>
<b>PRIVATE PHONE</b>	
<b>PRIVATE E-MAIL</b>	
<b>II. BUSINESS DATA</b>	If YES, please provide business data and attach copies of official supporting documents

<p>Do you run your own business without a separate legal personality (e.g. sole traders, self-employed etc.)</p> <p style="text-align: center;"><b>YES      NO</b></p>	<p><b>BUSINESSNAME (if applicable):</b></p> <p><b>VAT NUMBER:</b></p> <p><b>REGISTRATION NUMBER:</b></p> <p><b>PLACE OF REGISTRATION:</b></p> <p style="text-align: right;"><b>CITY:</b></p> <p style="text-align: right;"><b>COUNTRY:</b></p>
<b>DATE</b>	<b>SIGNATURE</b>

**Legal person entity private/public legal body**

<b>OFFICIAL NAME</b> ②			
<b>ABREVIATION</b>			
<b>MAIN REGISTRATION</b>			
<b>NUMBER</b> ③ <b>SECONDARY</b>			
<b>REGISTRATION NUMBER</b> (if applicable)			
<b>PLACE OF MAIN REGISTRATION</b>	<b>CITY</b>	<b>COUNTRY</b>	
<b>DATE OF MAIN REGISTRATION</b>			
<span style="margin-right: 20px;">DD</span> <span style="margin-right: 20px;">MM</span> <span>YYYY</span>			
<b>VAT NUMBER</b>			
<b>OFFICIAL</b>			
<b>ADDRESS</b>			
<b>CITY</b>			
<b>POSTCODE</b>	<b>P.O. BOX</b>		
<b>COUNTRY</b>	<b>PHONE</b>		
<b>E-MAIL</b>			
<b>DATE</b>		<b>STAMP</b>	
<b>SIGNATURE OF AUTHORISED REPRESENTATIVE</b>			

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**

<b>OFFICIAL NAME</b> ①				
<b>BUSINESS NAME</b> (if different)				
<b>ABREVIATION</b>				
<b>LEGAL FORM</b>				
<b>ORGANISATION TYPE</b>	<b>FOR PROFIT</b>			
	<b>NOT FOR PROFIT</b>	<b>NGO</b>	<b>YES</b>	<b>NO</b>
		②		
<b>MAIN REGISTRATION</b>				
<b>NUMBER</b> ③ <b>SECONDARY</b>				
<b>REGISTRATION NUMBER</b> (if applicable)				
<b>PLACE OF MAIN REGISTRATION</b>	<b>CITY</b>	<b>COUNTRY</b>		
<b>DATE OF MAIN REGISTRATION</b>	<b>DD</b>	<b>MM</b>	<b>YYYY</b>	
<b>VAT NUMBER</b>				
<b>ADDRESS OF HEAD OFFICE</b>				
<b>POSTCODE BOX</b>	<b>P.O.</b>		<b>CITY</b>	
			<b>PHONE</b>	
<b>NATION:</b>				
<b>EMAIL</b>				
<b>DATE</b>		<b>STAMP</b>		

<b>SIGNATURE OF AUTHORISED REPRESENTATIVE</b>	
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- 
- 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

This account information shall not change during the period of contract implementation

<b><u>BANKING DETAILS</u></b>	
ACCOUNT NAME <sup>8</sup>	
IBAN/ACCOUNT NUMBER <sup>9</sup>	
CURRENCY	
BIC/SWIFT CODE	
BANK NAME	

<b>ADDRESS OF BANK BRANCH</b>		
STREET & NUMBER		
TOWN/CITY		POST CODE
COUNTRY		

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

SIGNATURE OF ACCOUNT HOLDER (Obligatory)	DATE (Obligatory)

<sup>8</sup> 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.

<sup>9</sup> 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

In accordance with Article 73 of the Royal Decree of 18 April 2017, where an economic operator wants to rely on the capacities of other entities (particularly subcontractors or independent subsidiaries) for economic and financial capacity criteria and technical and vocational capacity criteria, 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.

## 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 Tender Specifications – Procurement procedure reference 2800UGA-10128

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, humanrights 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/headquarters/headquarters-homepage/8442/consolidatedlist-sanctions_en) [https://eeas.europa.eu/sites/eeas/files/restrictive\\_measures-2017-01-17-clean.pdf](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](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.

Signature preceded by 'read and approved', in writing, and indication of name and function of the 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 UGX	Year- 1 UGX	Last year UGX	Average UGX
Annual turnover, excluding this public contract <sup>10</sup>				

The tenderer must also provide his/her approved financial statements for the last three financial years or an appropriate supporting document, 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

### Technical and professional capacity form

List of main similar assignments

Minimum of 1 assignment within the scope of the contract, which were totally and successfully completed in the last 3 years.	Location	Amount involved of the contract	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.



### List of the 2 focal persons

List of the 2 focal persons from the insurance company (no brokers) for all matters related to the contract between Enabel and the contractor	
<b>Focal person 1</b>	
Email:	
Phone number:	
<b>Focal person 2</b>	
Email:	
Phone number:	

### 6.2.2 TECHNICAL PROPOSAL

The technical proposal may be presented in free format, but it shall include the benefits offered and any complementariness if any. The technical proposal shall also include the project and quality management plan

#### Limit of benefits

Do NOT change the table below. Reservations are not permitted. Tenderers must under penalty of substantial irregularity give an offer for all the benefits below and clearly state if benefits are "fully covered" or add a description (e.g. per incident if indeed necessary).

#### Category B Must be proposed

S/N	BENEFITS DESCRIPTION	COVER LIMIT (UGX)
1.	Third party aggregate liability	
2.	Third party bodily injury and/or death per person per incident	
3.	Third party property damage, aggregate limit	
4.	Third party property damage, occurrence limit	
5.	Passengers liability per person per incident	
6.	Passengers liability aggregate limit	
7.	Car entertainment (visual, audio or any other)	
8.	Wrong fuel	
9.	Lock & key extension	
10.	Use of motor trader (garage)	
11.	Authorized repair limit	
12.	Indemnity legal expenses	

13.	Towing charges	
14.	Wreckage removal	
15.	Emergency medical expenses	
16.	Geographical limit	
17.	Rim damage	
18.	Claims preparation costs	
19.	Theft, loss of personal belongings	
20.	Ambulance & nursing	
21.	Protection limit	
22.	Emergency accommodation	
23.	Fire extinguisher or other costs incurred to stop loss	
24.	Cleaning & fumigation	
25.	Hire of replacement vehicle (€ per day and number of days)	
26.	Vehicle / auto check-up cost	
27.	Break down services	

### 6.2.3 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 tenderer commits to performing the public contract in accordance with the provisions of the Tender Specifications for the following prices, given in **Uganda Shillings** and exclusive of VAT:

Should this tender be approved, the performance bond will be constituted under the conditions and deadlines stipulated in the Tender

Specifications. 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.

NB: All prices are to be given in UGX

No.	Make of the vehicle	Year of manufacture	Current net book Value	Insurance Timeline	% premium charged	Premium charged	% training levy	Training levy	Sticker fees	Total excl. VAT	VAT %	Stamp duty	Total incl. VAT
1	Toyota Prado TX	2012	12,053.67 €	3									
2	Suzuki Vitara	2015	10,331.21 €	4									
3	Suzuki Vitara	2011	9,685.22 €	4									
4	Toyota RAV4	2015	10,176.50 €	4									
5	Suzuki Vitara	2016	13,876.52 €	4									
6	Toyota Landcruiser	2015	17,631.62 €	1									
7	Electric car- Nissan Leaf	2022	48,603.35 €	4									

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8	Toyota Landcruiser Hard Top 76	2023	31,800.56 €	4									
9	Toyota Landcruiser Hard Top Pick-up 79	2023	28,997.53 €	4									
10	Ford Everest	2023	37,934.00 €	4									
11	Ford Everest	2023	37,934.00 €	4									
12	Ford Everest	2023	37,934.00 €	4									
13	Toyota Landcruiser Hard Top Pick-up 79	2023	28,718.45 €	4									
14	Toyota Landcruiser Hard Top Pick-up 79	2023	28,718.45 €	4									
15	Toyota Landcruiser Hard Top Pick-up 79	2023	28,718.45 €	4									
16	Toyota Landcruiser Hard Top 76	2023	31,800.56 €	4									
17	Toyota Landcruiser Hard Top 76	2023	31,800.56 €	4									

18	Toyota Landcruiser Hard Top 76	2023	31,800.56 €	4									
19	Toyota Landcruiser Hard Top 76	2023	31,800.56 €	4									
20	Toyota Landcruiser Hard Top 76	2023	31,800.56 €	4									
21	Toyota Landcruiser Hard Top 76	2023	31,800.56 €	4									
22	Toyota Landcruiser Hard Top 76	2023	31,800.56 €	4									
23	Toyota Landcruiser Hard Top 76	2023	31,800.56 €	4									
24	Toyota Landcruiser Hard Top 76	2023	31,800.56 €	4									
25	Toyota Landcruiser Hard Top 76	2023	31,800.56 €	4									
26	Toyota Landcruiser Hard Top 76	2023	31,800.56 €	4									
27	Electric car-Nissan Leaf	2023	54,003.73 €	4									
28	High clearance gasoline	2023	2,436.00 €	4									

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	motorcycle												
29	Boda-boda motorcycles	2023	994.20 €	4									
<b>Totals</b>													
<b>Overall total including premium charged, Training levy, Sticker fees, VAT and Stamp duty</b>													