

**AFRICAN UNION**

**الاتحاد الأفريقي**



**UNION AFRICAINE**

**UNIÃO AFRICANA**

**AFRICAN COURT ON HUMAN AND PEOPLES' RIGHTS  
COUR AFRICAINE DES DROITS DE L'HOMME ET DES PEUPLES**

## **REQUEST FOR PROPOSALS**

# **Procurement of Car Rental Services (Re-advertisement)**

**Procurement Number: AFCHPR/PTS/2019/139**

Date of issue: 19 June 2019  
Submission deadline: 18 July 2019  
At 1700 hours Arusha, Tanzania local time

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## Section 1. Information to Consultants

### 1. Introduction

- 1.1 The Client named in the Data Sheet will select a firm in accordance with the method of selection specified in the Data Sheet.
- 1.2 The consultants are invited to submit a Technical Proposal and a Financial Proposal, as specified in the Data Sheet for consulting services required for the assignment named in the Data Sheet. The proposal will be the basis for contract negotiations and ultimately for a signed contract with the selected firm.
- 1.3 The assignment shall be implemented in accordance with any phasing indicated in the Data Sheet.
- 1.4 The consultants must familiarize themselves with local conditions and take them into account in preparing their proposals. To obtain firsthand information on the assignment and on the local conditions, consultants are encouraged to contact the Client before submitting a proposal. The consultants' representative should contact the officials named in the Data Sheet to obtain additional information.
- 1.5 The Client will provide the inputs specified in the Data Sheet, assist the firm in obtaining licenses and permits needed to carry out the services, and make available relevant project data and reports.
- 1.6 Note that: (i) the costs of preparing the proposal and of negotiating the contract, including a visit to the Client, are not reimbursable as a direct cost of the assignment; and (ii) the Client is not bound to accept any of the proposals submitted.
- 1.7 African Union policy requires consultants to provide professional, objective, and impartial advice, and at all times hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests. Consultants shall not be hired for any assignment that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of not being able to carry out the assignment in the best interests of the Client.
  - 1.7.1 Without limitation on the generality of this rule, consultants shall not be hired under the circumstances set forth below:
    - (a) Conflict between consulting activities and procurement of goods, works or services: A firm that

has been engaged to provide goods, works, or services for a project, and each of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and each of its affiliates, shall be disqualified from subsequently providing goods, works or services resulting from or directly related to the firm's consulting services for such preparation or implementation (other than a continuation of the firms earlier consulting services for the same project).

(b) Conflict among consulting assignments: Neither consultants (including their personnel and sub-consultants) nor any of their affiliates shall be hired for any assignment that, by its nature, may be in conflict with another assignment of the consultants.

(c) Relationship with African Union staff: Consultants (including their personnel and sub-consultants) that have a business or family relationship with a member of AU staff (or of the Client staff, or of a beneficiary of the assignment) who are directly or indirectly involved in any part of: (i) the preparation of the TOR of the contract, (ii) the selection process for such contract, or (iii) supervision of such contract may not be awarded a contract.

1.7.2 As indicated in paragraph 1.7.1 (a) above, consultants may be hired for downstream work, when continuity is essential, in which case this possibility shall be indicated in the Data Sheet and the factors used for the selection of the consultant should take the likelihood of continuation into account. It will be the exclusive decision of the Client whether or not to have the downstream assignment carried out, and if it is carried out, which consultant will be hired for the purpose.

1.7.3 In the event of 1.7.2. and in order to ensure fairness and transparency in the selection process, it is required that consultants or their affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. To that end, all information that would in that respect give a consultant a competitive advantage shall be made available to all the short-listed consultants together with the request for proposals.

1.8 The African Union requires that Officers of the AU, as well as

Bidders/ Suppliers/ Contractors/ Consultants, observe the highest standard of ethics during the procurement and execution of such contracts.<sup>1</sup> In pursuance of this policy the AU:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
  - (i) “corrupt practice”<sup>2</sup> is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
  - (ii) “fraudulent practice”<sup>3</sup> is any act or omission including a misrepresentation that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
  - (iii) “collusive practice”<sup>4</sup> is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
  - (iv) “coercive practice”<sup>5</sup> is impairing or harming or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
  - (v) “obstructive practice” is deliberately destroying, falsifying, altering or concealing of evidence material to any investigation or making false statements to investigators in order to materially impede any investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation;

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<sup>1</sup> *In this context, any action taken by a bidder, supplier, contractor, sub-contractor or consultant to influence the procurement process or contract execution for undue advantage is improper.*

<sup>2</sup> *“another party” refers to an officer of the AU acting in relation to the procurement process or contract execution. In this context, “officer of the AU” includes staff and employees of other organisations taking or reviewing procurement decisions.*

<sup>3</sup> *a “party” refers to any officer of the AU; the terms “benefit” and “obligation” relate to the procurement process or contract execution; and the “act or omission” is intended to influence the procurement process or contract execution.*

<sup>4</sup> *“parties” refers to any participants in the procurement process (including officers of the AU) attempting to establish bid prices at artificial, non competitive levels.*

<sup>5</sup> *a “party” refers to any participant in the procurement process or contract execution.*

- (b) will reject a recommendation for award of contract if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question;
- (c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded an African Union financed contract if it at any time determines that the firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for, or in executing, an African Union financed contract.

- 1.9 Consultants shall not be under a declaration of ineligibility for corrupt, fraudulent, collusive, coercive or obstructive practices issued by the AU in accordance with the above sub-paragraph 1.8.
- 1.10 Consultants shall furnish information as described in the Financial Proposal submission form (Section 3A) on commissions and gratuities, if any, paid or to be paid to agents relating to this proposal, and to execute the work if the firm is awarded the contract.
- 1.11 Consultants shall be aware of the provisions on fraud and corruption stated in the Standard Contract under the clauses indicated in the Data Sheet.

**2. Clarification and Amendment of RFP Documents**

- 2.1 Consultants may request a clarification of any of the RFP documents up to the number of days indicated in the Data Sheet before the proposal submission date. Any request for clarification must be sent in writing by mail, facsimile, or electronic mail to the Client's address indicated in the Data Sheet. The Client will respond by facsimile, courier or electronic mail to such requests and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all invited consultants who intend to submit proposals.
- 2.2 At any time before the submission of proposals, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by an invited firm, amend the RFP. Any amendment shall be issued in writing through addenda. Addenda shall be advertised. The Client may at its discretion extend the deadline for the submission of proposals.

- 3. Preparation of Proposal**
- Technical Proposal**
- 3.1 Consultants are requested to submit a proposal (paragraph 1.2) written in the language(s) specified in the Data Sheet.
- 3.2 In preparing the Technical Proposal, consultants are expected to examine the documents constituting this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a proposal.
- 3.3 While preparing the Technical Proposal, consultants must give particular attention to the following:
- (i) If a consultant considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other consultants or entities in a joint venture or sub-consultancy, as appropriate. Consultants may associate with the other consultants invited for this assignment only with approval of the Client as indicated in the Data Sheet. Consultants must obtain the approval of the Client to enter into a joint venture with consultants not invited for this assignment. The consultants are encouraged to seek the participation of local consultants by entering into a joint venture with, or subcontracting part of the assignment to consultants who are Nationals of African Union Member States.
  - (ii) Reports to be issued by the consultants as part of this assignment must be in the language(s) specified in the Data Sheet.
- 3.4 The Technical Proposal shall provide the following information using the Standard Forms attached in Section 3:
- (i) A brief description of the firm's organization and an outline of recent experience on assignments (Section 3B) of a similar nature. For each assignment, the outline should indicate, inter-alia, the profiles of the staff proposed, duration of the assignment, contract amount, and the firm's involvement.
  - (ii) Any comments or suggestions on the Terms of Reference and on the data, a list of services, and facilities to be provided by the Client (Section 3C).
  - (iii) A description of the methodology and work plan for performing the assignment (Section 3D).
  - (iv) A detailed description of the proposed methodology, staffing, and monitoring of training, if the Data Sheet specifies training as a major component of the assignment.

**Financial  
Proposal**

- (v) Any additional information requested in the Data Sheet.
- 3.5 The Technical Proposal shall not include any financial information.
- 3.6 In preparing the Financial Proposal, consultants are expected to take into account the requirements and conditions outlined in the RFP documents. The Financial Proposal should follow the Standard Forms in Section 4. These list all costs associated with the assignment, including (a) remuneration for staff, (foreign and local, in the field and at headquarters); and (b) reimbursable expenses such as subsistence (per diem, housing), transportation (international and local, for mobilisation and demobilisation), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents, surveys, and training, if it is a major component of the assignment. Where appropriate, these costs should be broken down by activity, and, if appropriate, into foreign and local expenditures.
- 3.7 The Financial Proposal shall include all the costs the consultant incurs to provide the services (including travel expenses, translation, printing and the taxes the consultant pays for its business requirements by the law of the domicile country of the consultant), but shall exclude all local taxes levied within African Union Member States on the invoice issued by the consultant (such as local sales tax, services tax or withholding tax).
- 3.8 Consultants may express the price of their services in any freely convertible currency. The consultants may not use more than three foreign currencies. The Client may require consultants to state the portion of their price representing local costs in the Currency of the Country specified for performance of the Services if so indicated in the Data Sheet.
- 3.9 Commissions and gratuities, if any, paid or to be paid by consultants and related to the assignment will be listed in the Financial Proposal submission form (Section 4A).
- 3.10 The Data Sheet indicates how long the proposals must remain valid after the submission date. During this period, the consultant is expected to keep available the professional staff proposed for the assignment. The Client will make its best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the consultants who do not agree have the right not to extend the validity of their proposals.

**4. Submission, Receipt, and Opening of Proposals**

- 4.1 The original proposal (Technical Proposal and Financial Proposal; see paragraph 1.2) shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialed by the persons or person signing the proposal.
- 4.2 An authorized representative of the firm initials all pages of the proposal. The representative's authorization is confirmed by a written power of attorney accompanying the proposal.
- 4.3 For each proposal, the consultants shall prepare the number of copies indicated in the Data Sheet. Each Technical Proposal and Financial Proposal shall be marked "Original" or "Copy" as appropriate. If there are any discrepancies between the original and the copies of the proposal, the original will govern.
- 4.4 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "Technical Proposal," and the original and all copies of the Financial Proposal in a sealed envelope clearly marked "Financial Proposal" and warning: "Do Not Open with the Technical Proposal." Both envelopes shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and other information indicated in the Data Sheet and be clearly marked, "Do Not Open, Except in Presence of the Tender Opening Committee."
- 4.5 The completed Technical and Financial Proposals must be delivered at the submission address on or before the time and date stated in the Data Sheet. Any proposal received after the closing time for submission of proposals shall be returned unopened.
- 4.6 After the deadline for submission of proposals, the Technical Proposal shall be opened immediately by the Bid Opening Committee. The Financial Proposal shall remain sealed and retained securely until all submitted proposals are opened.
- 4.7 The Firm may withdraw its Proposal after the Proposal's submission, provided that the written notice of the withdrawal is received by the Client prior to the deadline prescribed for submission of Proposals. The Firms' withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of clause Deadline for Submission of Proposals. The withdrawal notice may also be sent by electronic mail or fax but followed by a signed confirmation copy. No Proposal may be modified subsequent to the deadline for submission of proposals. No Proposal may be withdrawn in the Interval between the deadline for submission of proposals and the expiration of the

period of proposal validity specified by the firm on the Proposal Submission Form.

- 4.8 Bids submissions can be done in hard copies directly to the Court address or in soft copies by email as per the provisions of the Section 2.

## **5. Proposal Evaluation**

### **General**

- 5.1 From the time the bids are opened to the time the contract is awarded, if any consultant wishes to contact the Client on any matter related to its proposal, it should do so in writing at the address indicated in the Data Sheet. Any effort by the firm to influence the Client in proposal evaluation, proposal comparison or contract award decisions may result in the rejection of the consultant's proposal.

- 5.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is completed.

### **Evaluation of Technical Proposals**

- 5.3 The evaluation committee appointed by the Client, as a whole, and each of its members individually, will evaluate the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria (typically not more than three per criteria), and point system specified in the Data Sheet. Each responsive proposal will be given a technical score (St). A proposal shall be rejected if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet.

- 5.4 In the case of Quality-Based Selection, Selection Based on Consultant's Qualifications, and Single-Source Selection, the highest ranked firm, or the firm selected on a single-source basis, is invited to negotiate a contract on the basis of the Technical Proposal and the Financial Proposal submitted in accordance with the instructions given in paragraph 1.2 and the Data Sheet.

### **Opening and Evaluation of Financial Proposals: Ranking**

- 5.5 After the evaluation of technical quality is completed, the Client shall notify those consultants whose proposals did not meet the minimum qualifying score or were considered non-responsive to the RFP and Terms of Reference, indicating that their Financial Proposals will be returned unopened after completing the selection process.

- 5.6 The evaluation committee will determine whether the Financial Proposals are complete (i.e., whether they have costed all items of the corresponding Technical Proposals; if not, the Client will cost them and add their cost to the initial price), correct any computational errors, and convert prices in various currencies to

the single currency specified in the Data Sheet. The official selling rates used, provided by the source indicated in the Data Sheet, will be those in effect on the date indicated in the Data Sheet. The evaluation shall exclude those taxes, duties, fees, levies, and other charges imposed that are subject to the African Union exemption on the payment of taxes and duties, and estimated as per paragraph 2.7.

- 5.7 In case of QCBS, the lowest priced Financial Proposal (Fm) will be given a financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as indicated in the Data Sheet. Proposals will be ranked according to their combined technical (*St*) and financial (*Sf*) scores using the weights (T = the weighting for the Technical Proposal; P = the weighting for the Financial Proposal as indicated in the Data Sheet. T + P = 1); The firm achieving the highest combined technical and financial score using the formula:

$$S = St \times T\% + Sf \times P\%$$

will be invited for negotiations.

## 6. Negotiations

- 6.1 Negotiations will be held at the address indicated in the Data Sheet. The aim is to reach agreement on all points and sign a contract.
- 6.2 Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work-plan), staffing, and any suggestions made by the firm to improve the Terms of Reference. The Client and firm will then agree final Terms of Reference, staffing, and bar charts indicating activities, staff, periods in the field and in the home office, staff-months, logistics, and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the “Description of Services” and form part of the contract. Special attention will be paid to getting the most the firm can offer within the available budget and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the assignment.
- 6.3 Financial negotiations will reflect agreed technical modifications in the cost of the services, and will include a clarification of the firm’s tax liability (if any) in the Country specified for performance of the Services, and the manner in which it will be reflected in the contract. The financial negotiations will not normally involve either the remuneration rates for staff (no breakdown of fees), or other proposed unit rates under QCBS, Fixed-Budget Selection, or the Least-Cost Selection methods. For other methods of selection, an Appendix will be provided for the firm to explain the required information on remuneration rates.

- 6.4 Having selected the firm on the basis including an evaluation of proposed key professional staff, the Client expects to negotiate a contract on the basis of the experts named in the proposal. Before contract negotiations, the Client will require assurances that the proposed experts will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that key staff were offered in the proposal without confirming their availability, the firm may be disqualified.
- 6.5 The negotiations will conclude with a review of the draft form of the contract. On completion of negotiations, the Client and the firm will initial the agreed contract. If negotiations fail, the Client will invite the firm whose proposal received the second highest score to negotiate a Contract.
- 7. Award of Contract**
- 7.1 The contract will be awarded following negotiations. After negotiations are completed, the Client will promptly notify other consultants on the shortlist that they were unsuccessful and return the unopened Financial Proposals of those consultants who did not pass the technical evaluation (paragraph 5.3).
- 7.2 The firm is expected to commence the assignment on the date and at the location specified in the Data Sheet.
- 8. Confidentiality**
- 8.1 Information relating to the evaluation of proposals and recommendations concerning awards shall not be disclosed to the consultants who submitted the proposals or to other persons not officially concerned with the process, until the winning firm has been notified that it has been awarded the contract.

## Section 2 - Data Sheet

### ITC Clause Reference

ITC Clause 1.1 The name of the Client is: The African Court on Human and Peoples' Rights.

The method of selection is: Quality & Cost Based Selection (QCBS).

ITC Clause 1.2 Technical and Financial Proposals are requested.

The name, and Procurement Number of the assignment are: Procurement of Car Rental Services. Under AFCHPR/PTS/2019/139

ITC Clause 2.1 Clarifications may be requested up to 05 days before the submission date.

The address for requesting clarifications is: The African Court on Human and Peoples' Rights, P.O. Box 6274, Arusha, Tanzania  
Tel: +255732979509, Fax: +255732979503  
e-mail: [Procurement@african-court.org](mailto:Procurement@african-court.org)

ITC Clause 3.1 Proposals should be submitted in the English language.

ITC Clause 3.3(vi) Reports that are required under the assignment shall be submitted in the English language.

ITC Clause 3.4(viii) Additional information required in the Technical Proposal is: "*none*"

ITC Clause 3.10 Proposals must remain valid for 60 days after the submission date.

ITC Clause 4.3 Consultants must submit an original and 2 (two) copies of each proposal.

ITC Clause 4.4 Proposals must be submitted to:

Email: [tender@african-court.org](mailto:tender@african-court.org)

(The maximum size of attachments is 10 MB. If the size of your attachment exceeds 10 MB, please send it over several emails.)

Or,

Postal address:

**The Registrar,**

**African Court on Human and Peoples' Rights**

**P.O. BOX 6274 - Arusha, Tanzania**

Or,

Physical address:

**The Headquarters of the African Court on Human and Peoples' Rights, situated at TANAPA, Mwalimu Julius Nyerere Conservancy Centre, Phase II, Dodoma Road.**

ITC Clause 4.5 Proposals must be submitted no later than 1700 hours on 18 July 2019 (Arusha, Tanzania local time).

ITC Clause 5.1 The address for communications to the Client is: The African Court on Human and Peoples' Rights, P.O. Box 6274, Arusha, Tanzania

Telephone: Tel: : +255 272970430 ; +255 272970431 ; +255 272970432;  
email: [procurement@african-court.org](mailto:procurement@african-court.org)

ITC Clause 5.3 The number of points to be given under each of the technical evaluation criteria are:

	<u>Points</u>
(i) Experience of the Company in similar assignments, Company Profile (References to be Provided)	30
(ii) Methodology as per section 3D	25
(iii) Capacity to deliver the required Services. i.e. Quality of Fleet and Proof of vehicle ownership, specifications as indicated in the tender document	35
(iv) General Presentation of the tender as per requirements	10
Total Points:	100

The minimum technical score required to pass is 70 (seventy) points.

ITC Clause 5.7 The single currency for price conversions is: USD (United States Dollars).

The source of official selling rates is the United Nations exchange rates.

The date of exchange rates is: the month of July 2019.

ITC Clause 5.8 The formula for determining the financial scores is:  $Sf = 100 \times Fm/F$   
Where Sf is the financial score, Fm is the lowest price and F the price of the proposal under consideration.

The weights given to the technical and Financial Proposals are:  
Technical = 70%, and  
Financial = 30%.

ITC Clause 7.2 The assignment is expected to commence on 01 October 2019

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### **Section 3. Technical Proposal - Standard Forms**

- 3A. Technical Proposal submission form.
- 3B. Firm's references.
- 3C. Comments and suggestions of consultants on the Terms of Reference and on data, services, and facilities to be provided by the Client.
- 3D. Description of the methodology and work plan for performing the assignment.
- 3E. Activity (work) schedule.

### 3A. TECHNICAL PROPOSAL SUBMISSION FORM

{*Location, Date*}

To: {*Name and address of Client*}

Sir / Madam:

We, the undersigned, offer to provide the consulting services for {*Title of consulting services and Procurement Number*} in accordance with your Request for Proposals dated {*Date*} and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

We declare that we have no conflict of interest as defined by Section 1.7 of the Information to Consultants in relationship to performance of this assignment.

If negotiations are held during the period of validity of the Proposal, i.e., before {*Date*} we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorised Signature:  
Name and Title of Signatory:  
Name of Firm:  
Address:

### 3B. FIRM'S REFERENCES

#### Relevant Services Carried Out in the Last Five Years That Best Illustrate Qualifications

Using the format below, provide information on each assignment for which your firm/entity, either individually as a corporate entity or as one of the major companies within an association, was legally contracted.

Assignment Name:		Country:
Location within Country:		Professional Staff Provided by Your Firm/Entity(profiles):
Name of Client:		No. of Staff:
Address:		No. of Staff-Months; Duration of Assignment:
Start Date (Month/Year):	Completion Date (Month/Year):	Approx. Value of Services (in Current US\$):
Name of Associated Consultants, If Any:		No. of Months of Professional Staff Provided by associated Consultants:
Name of Senior Staff (Project Director/Coordinator, Team Leader) Involved and Functions Performed:		
Narrative Description of Project:		
Description of Actual Services Provided by Your Staff:		

**3C. COMMENTS AND SUGGESTIONS OF CONSULTANTS ON THE TERMS OF REFERENCE AND ON DATA, SERVICES, AND FACILITIES TO BE PROVIDED BY THE CLIENT**

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On the Terms of Reference:

- 1.
- 2.
- 3.
- 4.
- 5.

On the data, services, and facilities to be provided by the Client:

- 1.
- 2.
- 3.
- 4.
- 5.

## **Section 4. Financial Proposal - Standard Forms**

- 4A. Financial Proposal submission form.
- 4B. Summary of costs.
- 4C. Breakdown of price per activity.
- 4D. Miscellaneous expenses.

### 4A. FINANCIAL PROPOSAL SUBMISSION FORM

{Date}

To: {Name and address of Client}

Sir / Madam:

We, the undersigned, offer to provide the consulting services for {Title of consulting services and Procurement Number} in accordance with your Request for Proposals dated {Date} and our Proposal (Technical and Financial Proposals). Our attached Financial Proposal is for the sum of {Amount in words and figures}. This amount is exclusive of the local taxes which shall be identified during negotiations and shall be added to the above amount.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e., {Date}.

Commissions and gratuities, if any, paid or to be paid by us to agents relating to this Proposal and Contract execution, if we are awarded the Contract, are listed below:

Name and Address of Agents	Amount and Currency	Purpose of Commission or Gratuity
_____	_____	_____
_____	_____	_____
_____	_____	_____

We understand you are not bound to accept any Proposal you receive.

Yours sincerely,

Authorised Signature:  
Name and Title of Signatory:  
Name of Firm:  
Address:

**4B. SUMMARY OF COSTS**

Cost Elements	Currency(ies) <sup>6</sup>	Amount(s)
Total Amount of Financial Proposal		<hr/>

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<sup>6</sup> Maximum of three currencies in addition to the Currency of the Country specified for performance of the Services.

**4C. BREAKDOWN OF PRICE PER ACTIVITY**

Activity No.: \_\_\_\_\_

Description: \_\_\_\_\_

Price Component	Currency(ies)	Amount(s)
Remuneration		
Reimbursables		
Miscellaneous Expenses		
Subtotal		_____

**4D. MISCELLANEOUS EXPENSES**

Activity No. \_\_\_\_\_

Activity Name: \_\_\_\_\_

Item No.	Description	Unit	Quantity	Currency	Unit Price	Total Amount
1.	Communication costs between _____ and _____					
2.	Drafting, reproduction of reports					
3.	Equipment: vehicles, computers, photocopiers, etc.					
4.	Software					
5.	Other (specify)					
	Grand Total					_____

## **Section 5. Terms of Reference**

### **Background:**

The African Court on Human and Peoples' Rights (the Court) is a continental court established by African countries to ensure the protection of human and peoples' rights in Africa. It complements and reinforces the functions of the African Commission on Human and Peoples' Rights.

The Court was established by virtue of Article 1 of the Protocol to the African Charter on Human and Peoples' Rights on the Establishment of an African Court on Human and Peoples' Rights, (the Protocol) which was adopted by Member States of the then Organization of African Unity (OAU) in Ouagadougou, Burkina Faso, in June 1998. The Protocol came into force on 25 January 2004.

### **Objectives:**

The Court is seeking a reliable Car Rental Services company to provide car rental services to the African Court Judges, Staff Members and Official Guests for its activities taking place in Arusha and nearby towns.

### **Scope of the Services:**

The services required by company to be selected shall include, but not limited to the following;

- i) The Provider is expected to provide vehicles with drivers for transportation to the African Court within Arusha and nearby towns, Tanzania for use by the Hon. Judges, staff of the Court and official guests.
- ii) Provide transport services outside of Arusha whenever required to do so on a case by case basis. Costs shall be determined by the nature of assignment.
- iii) The Provider should quote rental charges per each category of vehicle per day with specification of kilometre usage and limitations if any.
- iv) Airport transfer cost to Kilimanjaro and Arusha Airports per trip for each category of vehicle when it is not on hire.
- v) The service provide should clearly indicate if they will charge airport transfer while the car is on hire or it is inclusive of the car hire cost per day. If it will be charged while on hire, indicate the rate.
- vi) The service shall include; rental of vehicle, Driver's salary and overtime (if any), fuel and vehicle maintenance cost.
- vii) The vehicle requirements shall be specified as per the approved activities of the African Court.

- viii) Once hired the vehicles shall be engaged on full time basis for the exclusive use by the African court.
- ix) The Drivers must all be able to communicate fluently in English.
- x) The Service provider shall promptly arrange to replace a vehicle, if for any reason it is not capable of being used due to breakdown or accident. The service provider shall replace the vehicle by offering another vehicle of similar standard to The Court at no additional cost.
- xi) The services shall be required daily including weekends and public holidays depending on the nature of the assignment.
- xii) The service provider shall ensure the cleanliness of the vehicles at all times when in service.

### **Details of the Required Vehicles**

The service provider shall quote rental of vehicles with the following specifications:

1. Year of Manufacture - VIP cars should be manufactured not later 2003.
2. Make and Model of VIP Cars.
  - Executive 4x4 Toyota Land cruiser Prado / Toyota Land cruiser 200 Series
  - Executive Sedan, Mercedes Benz E / S Class.
  - Luxury 4x4, Toyota Harrier or equivalent.
3. For VIP Toyota Harrier or equivalent vehicles at least ten (10) vehicles in the same category make and model should be available at the same time. Provide the confirmation of availability.
4. Saloon Vehicle
5. Mini Bus 7 to 10 Seat capacity
6. Mini Bus 12 to 16 Seat Capacity
7. Medium Bus, 20 – 25 seat Capacity
8. All vehicles to be Air conditioned
9. Overall well maintained.
10. The service provider should have the capacity to provide additional vehicles whenever required.

### **5. Qualifications of the company and personnel qualification**

- Experience and a proven track record in the car rental and tour business and/or in providing the same services to a similar organization.
- Sound experience in servicing international organizations
- Ability to provide 24-hours services and support
- Ability to respond immediately to emergency situations, whilst maintaining high quality standards of service delivery

**6. General provisions**

This tender is open for Car Hire / Car Rental and Tour Companies. Please submit the car rental proposal and include the following;

- a) Profile of the Company, association or institution providing the services, including Legal Company name, staff capacity, address, email address, phone numbers, fax and physical address.
- b) Confirmation of relevant transport experience of the required services.
- c) Proof of registration and tax compliance and any other related document for this purpose within the laws of the country.
- d) Certified copy of the Company's Licenses to Operate the Business for the Current Year
- e) References letters from at least three clients from the past three years.
- f) Provide names of key support staff and organizational chart.
- g) Provide proof of vehicle ownership or leasing
- h) Submit evidence of current commercial use insurance for all vehicles proposed to be used.

Any additional relevant information provided will be an added advantage. The African Court shall have the right to verify the details provided in the tender process during the evaluation and where necessary physically inspect the vehicles to verify the details provided are accurate.