



## Tender Specifications

Public contract for the supply of Emergency Medical Services Equipment for HCIVs/General Hospitals and Yumbe Training and simulation centre.

Negotiated Procedure without Prior Publication

Reference number: UGA20003-10015

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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 January 2013 or as a complement or an elaboration thereof.

# 1 Technical Specifications

## 1.1 Requirements for the goods

The detailed technical specifications of the items and quantities are listed below

**LOT 1; Supply and installation of EMS equipment in Health facilities in Arua and Rwenzori regions.**

Device No 1	Autoclave, Electric, 75 Lt – Sterilizer heavy duty	UoM	Quantity
<b>General description</b>	Device used to sterilize equipment and medical supplies to kill microorganism using steam under pressure at 121/132/134°C.	unit	2
<b>Composition (Per set):</b>	<ul style="list-style-type: none"> <li>• Main unit</li> <li>• Standard Accessories</li> </ul>		
<b>Features/Performance Specifications</b>	<p><b>Main unit</b></p> <ul style="list-style-type: none"> <li>• Control: Microprocessor controlled</li> <li>• External finish: Powder-coated steel body</li> <li>• Type: Vertical with casters for excellent mobility</li> <li>• Sterilizing temperature: Max. 136 deg. Celsius</li> <li>• Material (Internal chamber): Stainless steel grade 304</li> <li>• Loading capacity: 75 litres, minimum</li> <li>• Heat generation: Electric heater elements</li> <li>• Gasket type: Air tight Silicon gasket</li> <li>• Thermal printer, with record paper roll</li> <li>• Internal dimensions (mm): Approx. Diam. 490 x 540(H)</li> <li>• Display: Digital backlight LCD display</li> <li>• Timer: 0-60min</li> </ul>		

	<ul style="list-style-type: none"> <li>• Programs: Pre-programmed sterilization cycles</li> <li>• Power supply: 380 - 415VAC/50Hz</li> </ul> <p><b>Accessories</b></p> <ul style="list-style-type: none"> <li>• Supplied with two wire gaskets,</li> <li>• Sterilizing drums: Small (6in x 6in), Medium (11in x 9in), Large (12in x 15in); all-in stainless-steel grade 304.</li> </ul>		
<b>Recommended Spare parts</b>	<ul style="list-style-type: none"> <li>• Heating element: 1 set</li> <li>• Gasket: 1 Pack</li> <li>• Water sensor: 2No.</li> <li>• Safety Valve: 1 set</li> </ul>		
<b>Standards and Certifications</b>	CE Mark, MDD93/42/EEC, ISO13485		

<b>Item No 2</b>	<b>Delivery Bed, Height Adjustable</b>	<b>UoM</b>	<b>Quantity</b>
<b>General description</b>	A medical device for conducting deliveries.	unit	2
<b>Composition (Per set):</b>	<ul style="list-style-type: none"> <li>• Main unit</li> <li>• Standard Accessories</li> </ul>		
<b>Features/Performance Specifications</b>	<p><b>Main unit</b></p> <ul style="list-style-type: none"> <li>• Construction: 3 Sections delivery bed, with robust stainless-steel construction on four antistatic castors, Ø100mm, lockable.</li> <li>• Type: Hydraulic, Manual</li> <li>• Overall length: 1500mm to 2140mm, adjustable</li> <li>• Leg section: 71cmx75cm</li> <li>• Body section: 130cmx50cm</li> <li>• Mattress seat width: Approx. 900 mm</li> <li>• Material: Stainless steel, hospital grade 304.</li> <li>• Side rails: Drop down side rails</li> </ul>		

	<ul style="list-style-type: none"> <li>• Mattress: High density mattress covered with bactericidal vinyl leather material.</li> <li>• Bowl: Stainless Steel</li> <li>• Head frame: Adjustable</li> <li>• Sliding mechanism for the docking auxiliary table.</li> <li>• Trendelenburg: Forward: Min 25°, Reverse: Min 10°</li> </ul> <p><b>Standard Accessories</b></p> <ul style="list-style-type: none"> <li>• Infusion pole: Double hooks, adjustable</li> <li>• Lithotomic poles and straps</li> <li>• Hand grips</li> </ul>		
<b>Standards and Certifications</b>	CE Mark, MDD93/42/EEC		

<b>Device No 3</b>	<b>Oxygen Therapy Apparatus (cylinder and accessories)</b>	<b>UoM</b>	<b>Quantity</b>
<b>General description</b>	A set of medical devices used to administer oxygen therapy to a patient from an oxygen cylinder.	<b>set</b>	4
<b>Composition (Per set):</b>	<ul style="list-style-type: none"> <li>• Oxygen Cylinder: 1No.</li> <li>• Oxygen regulator, cylinder mounted with flowmeter and humidifier bottle: 1 set</li> <li>• Cannula, oxygen, twin nasal, Adult: 1 set</li> <li>• Cannula, oxygen, twin nasal, paediatric: 1 set</li> </ul>		
<b>Features/Performance Specifications</b>	<p><b>Specifications</b></p> <ul style="list-style-type: none"> <li>• Oxygen Cylinder: 50 Litre water capacity, with wheel knob valve.</li> <li>• Working pressure: 200 Bars to British Standard</li> </ul>		



	<ul style="list-style-type: none"> <li>• Oxygen regulator: Cylinder mounted, with oxygen flow meter, metric threads (British Standard).</li> <li>• Humidifier bottle: Autoclavable PVC, 150ml capacity or more</li> <li>• Cannula: Oxygen, twin nasal, Adult, 1 set.</li> <li>• Cannula: Oxygen, twin nasal, Paediatric, 1 set.</li> <li>• Cylinder Trolley: Tri-cycle with 4" wheels</li> <li>• Cycle adjustable spanner: 4" x 1No.</li> </ul>		
<b>Recommended Consumables</b>	<ul style="list-style-type: none"> <li>• Cannula: Oxygen, twin nasal, Adult, 5 set.</li> <li>• Cannula: Oxygen, twin nasal, Paediatric, 5 set.</li> </ul>		
<b>Standards and Certifications</b>	CE Mark, MDD93/42/EEC		

<b>Device No 4</b>	<b>Oxygen Concentrator</b>	<b>UoM</b>	<b>Quantity</b>
<b>General description</b>	An oxygen concentrator is a device used to produce an enriched oxygen gas from atmospheric air; for use by people requiring medical oxygen due to low oxygen levels in their blood.	<b>set</b>	9
<b>Composition (Per set):</b>	<ul style="list-style-type: none"> <li>• Main unit: 1No.</li> <li>• Standard accessories: 1 set</li> </ul>		
<b>Features/Performance</b>	<b>Main unit</b>		
<b>Specifications</b>	Oxygen concentrator capable of producing medical grade oxygen from atmospheric air. The unit should be mobile on castors and		

	capable of supplying oxygen to two patients at a time. It should incorporate oxygen monitor facility complete with patient tubes.		
	<p><b>Detailed Specifications</b></p> <ul style="list-style-type: none"> <li>• Oxygen production technology: Pressure Swing Adsorption (PSA)</li> <li>• Oxygen outlets: Dual flow complete with flow meter</li> <li>• Oxygen flow rate: 2 – 10 LPM</li> <li>• Oxygen concentration: 95%±5% at maximum flow range</li> <li>• Oxygen purity: Medical grade, oil free oxygen, 95%±5% oxygen concentration at maximum flow rate</li> <li>• Alarm system alert: Audible/Visible light alarm on low oxygen concentration and power failure.</li> <li>• Safety: Shutdown with power failure, high or low pressure and high temperature.</li> <li>• Dimensions (mm): Approx. 800(H) x 500(W) x 400(D)</li> <li>• Power supply: 100 - 240VAC, 50Hz with an inbuilt suitable surge Protector.</li> </ul>		
	<p><b>Standard Accessories</b></p> <ul style="list-style-type: none"> <li>• Power supply cable: 1No. x 3m length with 3-pin top plug (British Standard)</li> <li>• Nasal cannulas, paediatric</li> <li>• Humidifier bottles, 150ml x 2No.</li> <li>• Voltage Stabilizer with surge protection with 240VAC/50Hz output.</li> </ul>		
<b>Recommended Spare parts</b>	<ul style="list-style-type: none"> <li>• Air intake/gross particle bacterial filter: 1No. x Pack of 5Pcs</li> </ul>		

	<ul style="list-style-type: none"> <li>• Fine/final bacterial filter: 1No. x Pack of 5Pcs</li> <li>• Fuses: Set</li> </ul>		
<b>Recommended Consumables</b>	Oxygen tubing – Adult and Neonatal sizes		
<b>Standards and Certifications</b>	CE Mark, ISO9001, ISO13485		

<b>Device No 5</b>	<b>Patient Monitor</b>	<b>UoM</b>	<b>Quantity</b>
<b>General description</b>	Device for monitoring a patient's vital signs and displays on a monitor.	<b>set</b>	12
<b>Composition (Per set):</b>	<ul style="list-style-type: none"> <li>• Main unit</li> <li>• Standard accessories</li> </ul>		
<b>Features/Performance Specifications</b>	<p><b>Main unit</b></p> <ul style="list-style-type: none"> <li>• The monitor should be equipped appropriate software.</li> <li>• Display: At least 15 inches' touch screen TFT display with a minimum of 6 wave forms</li> <li>• Measured parameters: SpO2, ECG, NIBP, Temperature, Respiratory rate, Heart rate.</li> <li>• Resolution of screen: 1200x700, minimum.</li> <li>• NIBP: (Manual/Auto/STAT);</li> <li>• Measurement type: (adult, paediatric, neonatal);</li> <li>• Measurement range: Systolic, Diastolic, Mean; Mean Values - (2.6 - 35.0 kPa); Resolution - (0.1 kPa); Accuracy - (<math>\pm</math> 0.4 kPa or 5 %);</li> <li>• Spo2: Measurement range: 0 - 100 %</li> <li>• Pulse measurement range: 30- 250 bpm;</li> <li>• BPM Accuracy: <math>\pm</math> 2 %;</li> </ul>		

	<ul style="list-style-type: none"> <li>• Temperature: surface and rectal; Measurement range -Minus 1 to 45C; Accuracy: <math>\pm 0.1</math></li> <li>• Alarms: Alarm sound (Crisis/warning/Advisory);</li> <li>• Alarm silence; Alarm suspend; Alarm Volume adjustable; Vital sign alarm; Arrhythmia; Technical alarms.</li> <li>• Up to five hours' battery backup.</li> <li>• Trend recorder storage of at-least 48 hours.</li> </ul> <p><b>Standard Accessories</b></p> <ul style="list-style-type: none"> <li>• Trolley on castor wheels with brakes.</li> <li>• ECG/Resp: 5 lead ECG cable with Clip – 2 set per monitor</li> <li>• NIBP; Adult cuff – 2No</li> <li>• NIBP Paediatric Cuffs – 1 set</li> <li>• SpO2: Adult SpO2 sensors – 2 No.</li> <li>• Temperature Probe: Central temperature Probe- 2 No.</li> <li>• Skin temperature probe – 2 No.</li> </ul>		
<b>Recommended Spare parts</b>	Nil		
<b>Recommended Consumables</b>	<ul style="list-style-type: none"> <li>• NIBP; Adult cuff – 1 set</li> <li>• NIBP Paediatric Cuffs – 1 set</li> <li>• SpO2: Adult SpO2 sensors – 2 No.</li> <li>• Temperature Probe: Central temperature Probe- 2 No.</li> <li>• Skin temperature probe – 2 No.</li> <li>• ECG electrodes – 50Pc pack</li> </ul>		
<b>Standards and Certifications</b>	CE Mark, MDD93/42/EEC, ISO13485		

Device No 6	Suction Machine, Electric	UoM	Quantity
<b>General item description</b>	A device used for removing body secretions (e.g., mucus, saliva, blood, pus).	Set	9
<b>Composition (Per set):</b>	<ul style="list-style-type: none"> <li>Main unit: 1</li> <li>Standard Accessories: 1 Set</li> </ul>		
<b>Features/Performance Specifications</b>	<b>Main unit</b>		
	Suction machine suitable for use in theatre, for both adult and pediatric patients, constructed from non-corrosive material for use in a hospital environment and with a top push handle.		
	<p><b>Performance Specifications</b></p> <ul style="list-style-type: none"> <li>Suction bottle: 2No. x 300ml polycarbonate auto-cleavable jars with overflow valve.</li> <li>Flow rate: 40LPM or higher.</li> <li>Suction vacuum pressure: 670mmHg, minimum.</li> <li>Operation: Equipped with foot operated switch and automatic stop function.</li> <li>Castors: Equipped with electrically insulated and antistatic castors, Ø60mm, with 2 No. being lockable</li> <li>Vacuum gauge: Graduated in mmHg and kPa; with suction control valve and clearly marked vacuum gauge.</li> <li>Anti-bacterial filters: Equipped.</li> <li>Safety: Overflow pump protection.</li> <li>Noise level: 50db Maximum</li> <li>Power requirements 100-240VAC/50 Hz</li> </ul>		
	<p><b>Standard Accessories</b></p> <ul style="list-style-type: none"> <li>Power supply cable: 1No.</li> </ul>		

	<ul style="list-style-type: none"> <li>Suction tubing: Antistatic neoprene, with appropriate sizes for Adults and Neonates</li> </ul>		
<b>Recommended Spare parts</b>	<ul style="list-style-type: none"> <li>Bacterial filters: 20 No</li> <li>Fuse: Set</li> <li>Bottles/Jar: Pair</li> </ul>		
<b>Recommended Consumables</b>	Suction tubing, antistatic neoprene: 25 sets of each size.		
<b>Standards and Certifications</b>	CE Mark, MDD93/42/EEC		

<b>Device No 7</b>	<b>Angle light</b>	<b>UoM</b>	<b>Quantity</b>
<b>General description</b>	Device used to focus light to illuminate specific areas of a patient's body during diagnostic procedures and general examination.	set	9
<b>Composition (Per set):</b>	<ul style="list-style-type: none"> <li>Main unit</li> </ul>		
<b>Features/Performance Specifications</b>	<p><b>Main unit</b></p> <ul style="list-style-type: none"> <li>Construction: Heavy base for stability with articulating arm between light and base stand.</li> <li>Light source: Single light head with LED lights in cluster of 12 minimum.</li> <li>Castors: 5No. anti-static swivel castors in a star formation with at least two castors with brakes.</li> <li>Field of view: Minimum 14cm, fixed focus.</li> <li>Illumination level: 60,000 lux at 0.5m.</li> <li>Colour temperature: 4,000°K.</li> <li>Colour rendering index (CRI): 95.</li> <li>LED lamp life: &gt;40,000 hours.</li> <li>Floor to light height adjustment: 1.1 to 1.75 m.</li> </ul>		

	<ul style="list-style-type: none"> <li>Power requirements: 100 - 240 Volts - 50/60 Hz.</li> </ul>		
<b>Standards and Certifications</b>	CE Mark, MDD93/42/EEC		

<b>Device No 8</b>	<b>Crash Cart</b>	<b>UoM</b>	<b>Quantity</b>
<b>General description</b>	Device used to store medical equipment and supplies for carrying out emergency treatment and surgical procedures.	set	10
<b>Composition (Per set):</b>	<ul style="list-style-type: none"> <li>Main unit</li> <li>Standard accessories</li> </ul>		
<b>Features/Performance Specifications</b>	<p><b>Main unit</b></p> <ul style="list-style-type: none"> <li>Construction: ABS main frame with drawers, shelves and stainless-steel guard rails.</li> <li>Drawers: 5 drawers - two small drawers, two middle drawers and one big drawer.</li> <li>Supplies storage bins: 5No. tilt bins for storage of supplies.</li> <li>Locking system: centralized</li> <li>Castors: Ø 125mm swivel castors, 2 with brakes.</li> <li>Overall dimension (mm): Approx. 900(L) x 400(W) x 1540(H)</li> </ul> <p><b>Standard Accessories</b></p> <ul style="list-style-type: none"> <li>IV pole: 2No. x stainless steel rod with 2 hooks.</li> <li>Hanging box: 1No.</li> <li>Oxygen cylinder cage.</li> <li>Waste box with cover: 1No.</li> <li>Needle disposal holder: 1No.</li> <li>Tray: 1No.</li> </ul>		

<b>Standards and Certifications</b>	CE Mark, MDD93/42/EEC		
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<b>Item No 9</b>	<b>Patient Trolley</b>	<b>UoM</b>	<b>Quantity</b>
<b>General description</b>	Device for transporting patients.	set	11
<b>Composition (Per set):</b>	<ul style="list-style-type: none"> <li>• Main unit</li> <li>• Standard accessories</li> </ul>		
<b>Features/Performance Specifications</b>	<p><b>Main unit</b></p> <ul style="list-style-type: none"> <li>• Construction: Aluminium or stainless-steel tubular frame on castors, with head tilt mechanism.</li> <li>• Type: Height adjustable, manual</li> <li>• Height adjustment range: 570 to 860mm</li> <li>• Overall dimensions (mm): 1,930(L) x 640(W) x 500-900(H)</li> <li>• Side rail: Collapsible, both sides</li> <li>• Mattress: Urethane sponge covered with bactericidal vinyl leather of 25mm thickness.</li> <li>• Castors: 4No. heavy duty castors, Ø150mm, with two lockable.</li> </ul> <p><b>Standard Accessories</b></p> <ul style="list-style-type: none"> <li>• I.V pole: 1No. with double hook</li> <li>• Oxygen cylinder carrier: For 500 Lt cylinder.</li> <li>• Patient straps: Equipped</li> </ul>		
<b>Standards and Certifications</b>	CE Mark, MDD93/42/EEC		

<b>Device No 10</b>	<b>Medical Resuscitation Bag-Fully Stocked (high acuity grab bag)</b>	<b>UoM</b>	<b>Quantity</b>
<b>General description</b>	Resuscitators are used for ventilation assistance in critical situations of respiratory	set	13



	<p>distress or failure. It is considered essential equipment for health structures and emergency rescue team (to be available in emergency room, delivery room, operating theatre, intensive care unit, ambulance, etc.).</p>		
<p><b>Features/Performance Specifications</b></p>	<ul style="list-style-type: none"> <li>• Made of waterproof fabric inferior frame reinforced with metal strip</li> <li>• Lightweight, Heavy Duty, Resistant and Washable</li> <li>• Extra visibility with reflector strips on the sides</li> <li>• Spacious to fit other needed items such as medications, etc</li> <li>• A Pre-Packed Off the Shelf Resuscitation &amp; First Aid Kit Bag made of Nylon/tougher material having space for Emergency Airway Management and Resuscitation including essentials drugs, equipment.</li> <li>• Dimensions: H × W D: 550 × 340 × 330 mm.</li> <li>• Blue Pouch: 80 × 300 × 120</li> <li>• Green Pouch: 70 × 210 × 140</li> <li>• Black Pouch: 70 × 260 × 140</li> <li>• Small coloured Pouches: 2 x Red, 2 Green, 2 Yellow, 1 Grey 70 × 310 × 110.</li> <li>• Cylinder Holder: 90 × 100 × 100.</li> <li>• Should contain, universal shears, trauma tourniquet, thermal blankets, bandages.</li> <li>• Hygiene &amp; PPE: Anti-bacterial Hand Gel 1, CPR Pocket Mask in Rigid Case 1 Safety Glasses 1, Wet Wipes (Packet) 1, Tissues (Small Packet) 1, Tampons 3, Surgical Mask 10, Antiseptic &amp; Swabs, Saline Ampule 15, Chlorhexidine Wipe 8, Alcohol</li> </ul>		

	<p>Swab 10, Iodine Swab 4, Gauze Swabs Sterile 7.5cm 4, Gauze Swabs Non-Sterile (Block) 1, Plastic Strip Dressings, Standard Flesh Colour 50,</p> <ul style="list-style-type: none"> <li>• Blue Catering Dressings 20 Guedel Airways: 70MM – Size 1 (White) 1, 80MM – Size 2 (Green) 1, 90MM – Size 3 (Yellow) 1, 100MM – Size 4 (Red) 1, 110MM – Size 5 (Orange).</li> <li>• Miscellaneous Instruments: Splinter Probes 5, Universal Shears 1, Small Sharps Container 1, Thermal Blanket 3 Instant Chemical Ice Packs 4, Ear Plugs (Pair) 2, Bandages: Cotton Crepe 2.5cm 2, 5cm 4, 7.5cm 4, 15cm 2, Heavy Compression 7.5cm 6, Triangular 110cm 2, Hand Tear Able Stretch Bandage 1. Trauma: Steri Strips (Card) 2, Formable Splint 1, Dressings: Low/Non-Adherent Large 4, Low/Non Adherent Small 4, Island Dressing Large 6, Island Dressing Small 6, Island Plastic Patch Dressing 6, Eye Pad (Sterile) 2, Combine Dressing 10cm 4, Burn aid Dressing 1, Finger Tip Dressing 6. Tape: Micro Perforated Tape 1.</li> </ul>		
<p><b>Standards and Certifications</b></p>	<ul style="list-style-type: none"> <li>• ISO 10651-4:2009: Lung ventilators - Part 4,</li> <li>• ISO 14971:2012</li> <li>• Medical ISO 5356-1:2015</li> <li>• ISO 15223-1 Medical devices</li> </ul>		

## LOT 2; EMS simulation and Training Centre

Device No 1	• Seven Function Electric Patient Bed	UoM	Quantity
General description		set	1
Composition (Per set):	• Dimension:2150x1000x680mm		
Features/Performance Specifications	<ul style="list-style-type: none"> <li>• Bed main frame made of cold-rolled steel plate, Pre-treated and epoxy powder coated;</li> <li>• Seven functions: adjustable backrest and footrest, Variable height adjustable, Trendelenburg and reverse Trendelenburg positions, electric CPR and manual CPR.</li> <li>• Bed surface is X-ray permeable</li> <li>• One button chair position;</li> <li>• Top DC machines, no noise;</li> <li>• Electronic controller, have patient and nurse controller;</li> <li>• Detachable head and foot boards made of ABS materials with patient card;</li> <li>• Noiseless castors (Dia:125mm) with centrally controlled brake system;</li> <li>• Four ABS side rails (adjustable upward and downward);</li> <li>• Load bearing: 250kg;</li> </ul>		

Device No 2	Transport Monitor- and Defibrillator	UoM	Quantity
General description	<p>Cardiac Monitor Defibrillator, which comfortably meets the needs of the Basic through to Advanced Life Support Provider.</p> <p>With its integrated Automated External Defibrillator (AED) and Pulse Oximetry Module</p>	set	1

	it offers excellent value for money in one compact and robust unit.		
<b>Composition (Per set):</b>	Automated External Defibrillator (AED) and Pulse Oximetry Module		
<b>Features/Performance Specifications</b>	<ul style="list-style-type: none"> <li>• The monitor should have a colour display with 5.7" TFT.</li> <li>• The weight of the single device should be about max. 2.75kg and the device should have an exchangeable battery with up to 5h runtime.</li> <li>• The device should have modes for resuscitation in semi-automatic (AED mode) as well as a mode for monitoring (Monitor mode) of heart rate, pulse rate, oxygen saturation, blood pressure and the ECG curves of ECG leads I, II, III, aVR, aVL, aVF.</li> <li>• Shock delivery shall be possible with biphasic, current-limited pulse, asynchronously with both disposable adhesive electrodes.</li> <li>• Energy shall be adjustable from 1-200 J and automatically escalate as needed.</li> <li>• In AED mode, the user shall be guided through resuscitation by voice prompts, text output and metronome including display of ECG and plethysmogram.</li> <li>• Metronome frequency, duration between heart rhythm analyses and voice outputs shall be adjustable.</li> <li>• Manual and Automated Defibrillation</li> </ul>		

	<ul style="list-style-type: none"> <li>• SpO2 function</li> </ul>		
<b>Recommended Consumables</b>	SPO2 PROBE ONE		
<b>Standards and Certifications</b>	CE Mark approved		

<b>Device No 3</b>	<b>Instrument Set: Delivery</b>	<b>UoM</b>	<b>Quantity</b>
<b>General description</b>	A hospital quality instrument set suitable for basic delivery. Instruments and can be used for suturing the episiotomy	set	1
<b>Composition (Per set):</b>	•		
<b>Features/Performance Specifications</b>	<p>Metallic instrument set containing:</p> <ul style="list-style-type: none"> <li>• Sponge Holding Forceps Rampley 9.5" x 1</li> <li>• Kidney Dish 10" x 1</li> <li>• Bowl 200mm x 1</li> <li>• Umbilical Scissors, American, straight 4.5" x 1</li> <li>• Needle Holder Mayo Hegar Straight 6.5" x 1</li> <li>• Episiotomy Scissors 14.5 cm x 1</li> <li>• Cusco Vaginal Speculum Medium x 1</li> <li>• Hartmann Mosquito Artery Forceps Straight 120mm x 1</li> <li>• Metal Catheter x 1</li> <li>• Uterine Curette x 1</li> <li>• Treves Dissecting Forceps, Plain, 200mm x 1</li> <li>• Spencer wells Artery Forceps Curved 6" x 1</li> <li>• Kocher Artery Forceps, Toothed Straight 6" x 1</li> <li>• Amniotomy Forceps 260mm x 1</li> </ul>		

	<ul style="list-style-type: none"> <li>• Scissors Mayo Curved 6.5" x 1</li> <li>• Auvard Vaginal Speculum x 1</li> </ul>		
<b>Standards and Certifications</b>	<b>Shall be made of stainless steel medical grade /; ISO 3511/4</b>		

<b>Device No 4</b>	<b>Thorax drainage kit</b>	<b>UoM</b>	<b>Quantity</b>
<b>General description</b>	Complete set for the practical installation of the drainage in the ambulance or in the ambulance during an emergency operation	set	1
<b>Features/Performance Specifications</b>	Contents: <ul style="list-style-type: none"> <li>• 1 wrapping cloth</li> <li>• 1 pair of gloves</li> <li>• 1 perforated cloth 50 x 60 cm</li> <li>• 2 bowls</li> <li>• 2 swab clamps</li> <li>• 4 swabs</li> <li>• 8 compresses</li> <li>• 1 pull-on cannula</li> <li>• 1 wheel cannula</li> <li>• 1 needle</li> <li>• 2 syringes 10 ml</li> <li>• 1 disposable spinal cannula, type QUINCKE CH 28</li> <li>• 1 trocar catheter with connecting hose, 15 cm</li> <li>• 1 suction and drainage valve</li> <li>• 1 secretion collection bag 2000 ml</li> <li>• 2 packs of sutures (silk)</li> <li>• 1 sticking plaster</li> <li>• 1 disposable scalpel</li> </ul>		

Device No 5	Medical Resuscitation Bag-Fully Stocked – High acuity grab bag	UoM	Quantity
<b>General description</b>	Resuscitators are used for ventilation assistance in critical situations of respiratory distress or failure. It is considered essential equipment for health structures and emergency rescue team (to be available in emergency room, delivery room, operating theatre, intensive care unit, ambulance, etc.).	set	1
<b>Features/Performance Specifications</b>	<ul style="list-style-type: none"> <li>• Made of waterproof fabric inferior frame reinforced with metal strip</li> <li>• Lightweight, Heavy Duty, Resistant and Washable</li> <li>• Extra visibility with reflector strips on the sides</li> <li>• Spacious to fit other needed items such as medications, etc</li> <li>• A Pre-Packed Off the Shelf Resuscitation &amp; First Aid Kit Bag made of Nylon/tougher material having space for Emergency Airway Management and Resuscitation including essentials drugs, equipment.</li> <li>• Dimensions: H x W D: 550 x 340 x 330 mm.</li> <li>• Blue Pouch: 80 x 300 x 120</li> <li>• Green Pouch: 70 x 210 x 140</li> <li>• Black Pouch: 70 x 260 x 140</li> <li>• Small coloured Pouches: 2 x Red, 2 Green, 2 Yellow, 1 Grey 70 x 310 x 110.</li> <li>• Cylinder Holder: 90 x 100 x 100.</li> <li>• Should contain, universal shears, trauma tourniquet, thermal blankets, bandages.</li> <li>• Hygiene &amp; PPE: Anti-bacterial Hand Gel 1, CPR Pocket Mask in Rigid Case 1 Safety Glasses 1, Wet Wipes (Packet) 1, Tissues</li> </ul>		

	<p>(Small Packet) 1, Tampons 3, Surgical Mask 10, Antiseptic &amp; Swabs, Saline Ampule 15, Chlorhexidine Wipe 8, Alcohol Swab 10, Iodine Swab 4, Gauze Swabs Sterile 7.5cm 4, Gauze Swabs Non-Sterile (Block) 1, Plastic Strip Dressings, Standard Flesh Colour 50,</p> <ul style="list-style-type: none"> <li>• Blue Catering Dressings 20 Guedal Airways: 70MM – Size 1 (White) 1, 80MM – Size 2 (Green) 1, 90MM – Size 3 (Yellow) 1, 100MM – Size 4 (Red) 1, 110MM – Size 5 (Orange).</li> <li>• Miscellaneous Instruments: Splinter Probes 5, Universal Shears 1, Small Sharps Container 1, Thermal Blanket 3 Instant Chemical Ice Packs 4, Ear Plugs (Pair) 2, Bandages: Cotton Crepe 2.5cm 2, 5cm 4, 7.5cm 4, 15cm 2, Heavy Compression 7.5cm 6, Triangular 110cm 2, Hand Tear Able Stretch Bandage 1. Trauma: Steri Strips (Card) 2, Formable Splint 1, Dressings: Low/Non Adherent Large 4, Low/Non Adherent Small 4, Island Dressing Large 6, Island Dressing Small 6, Island Plastic Patch Dressing 6, Eye Pad (Sterile) 2, Combine Dressing 10cm 4, Burn aid Dressing 1, Finger Tip Dressing 6. Tape: Micro Perforated Tape 1.</li> </ul>		
<p><b>Standards and Certifications</b></p>	<ul style="list-style-type: none"> <li>• ISO 10651-4:2009: Lung ventilators - Part 4,</li> <li>• ISO 14971:2012</li> <li>• Medical ISO 5356-1:2015</li> <li>ISO 15223-1 Medical devices</li> </ul>		



Device No. 6	Wireless patient simulator	UoM	Quantity
<b>General description</b>	A wireless patient simulator designed for training in various learning environments. The simulator uses a low-noise air compressor to provide realistic breathing while maintaining fully articulated movement via tether-less control.	set	1
<b>Composition (Per set):</b>	<ul style="list-style-type: none"> <li>•</li> </ul>		
<b>Features/Performance Specifications</b>	<p><b>Key Features:</b></p> <ul style="list-style-type: none"> <li>• Reactive eyes with automatic and manual pupillary response;</li> <li>• Realistic airway to practice proper airway management;</li> <li>• Bilateral Carotid, Brachial, Radial, Femoral, Popliteal and Pedal pulses upon palpitation;</li> <li>• Realistic bodily secretions (blood, fluids, etc.) and diaphoresis with complete wireless control;</li> <li>• Visible cyanosis in nailbeds;</li> <li>• Capillary refill measurement;</li> <li>• Pulse oximetry by finger probe</li> </ul> <p><b>Performance</b></p> <p><b>General</b></p> <ul style="list-style-type: none"> <li>• Wireless and tetherless; fully responsive even while being transported</li> <li>• Internal rechargeable battery provides up to 6 hrs. of tetherless operation</li> </ul> <p><b>Neurologic</b></p> <ul style="list-style-type: none"> <li>• Active Eyes; programmable blink rate, pupil size, and pupil reaction</li> <li>• Severe or mild seizures</li> </ul>		

	<ul style="list-style-type: none"> <li>• Pre-programmed speech responses</li> <li>• Wireless streaming voice; be the voice of HAL and listen to replies</li> </ul> <p><b>Airway</b></p> <ul style="list-style-type: none"> <li>• Oral or nasal intubation: ETT, LMA, King LT™, i-gel®</li> <li>• Laryngospasm, pharyngeal swelling, tongue edema</li> <li>• Intubation depth detection</li> <li>• Surgical airway: tracheostomy or needle cricothyrotomy</li> <li>• Mainstem intubation</li> <li>• Multiple upper airways sound</li> </ul> <p><b>Breathing</b></p> <ul style="list-style-type: none"> <li>• Spontaneous breathing and programmable patterns</li> <li>• Ventilation is measured and logged</li> <li>• Gastric distension with excess BVM ventilation</li> <li>• Select independent left, right, upper, and lower lung sounds</li> <li>• Chest rise during assisted ventilation</li> <li>• Tension pneumothorax and bilateral needle decompression sites</li> <li>• Bilateral chest tube sites at 5th intercostal space</li> </ul> <p><b>Circulation</b></p> <ul style="list-style-type: none"> <li>• Normal and abnormal heart sounds, rates, and intensities</li> <li>• 4-lead ECG monitoring using real devices; 12-lead ECG capable</li> <li>• eCPR sensors; chest compressions are measured and logged</li> </ul>		
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	<ul style="list-style-type: none"> <li>• Monitor oxygen saturation using a real oximeter</li> <li>• Measurable blood pressure with audible Korotkoff sounds</li> <li>• Visible cyanosis</li> <li>• Bilateral carotid, radial, brachial, femoral, popliteal, and pedal pulses</li> <li>• Bilateral IV sites</li> <li>• Optional virtual drug recognition<sup>3</sup></li> <li>• Intraosseous access at tibia</li> </ul> <p><b>Other</b></p> <ul style="list-style-type: none"> <li>• Bowel sounds in four quadrants</li> <li>• Male urinary catheterization with fluid return</li> </ul>		
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Device No 7.	Birth simulator	UoM	Quantity
<b>General description</b>	Birth Simulator is an anatomically correct representation of a mother and baby. Its modular design allows for multiple training scenarios, and it forms the base for the complete PROMPT Flex range of birthing modules.	Set	1
<b>Composition (Per set):</b>	<ul style="list-style-type: none"> <li>• Two umbilical cords</li> <li>• Two dilating cervices</li> <li>• Two umbilical clamps</li> <li>• Two vulval inserts</li> <li>• Three vulva for postpartum suturing</li> <li>• One Omni™ Controller</li> <li>• Omni™ Code Blue® pack: CPR Link™ software, CPR Link™ connection cable, CPR module preinstalled in simulator</li> <li>• Talcum powder and silicone lubricant</li> <li>• Training guide</li> </ul> <p>Teaching guide with scenarios</p>		

	<ul style="list-style-type: none"> <li>• Carrying bag</li> </ul>		
<b>Features/Performance Specifications</b>	<p>The Maternal and Neonatal birthing system includes a life-size adult female and a birthing fetus. This low-fidelity simulation system includes an automatic delivery mechanism with variable delivery speeds.</p> <ul style="list-style-type: none"> <li>• Full size articulating full-body female</li> <li>• Intubatable airway with chest rise</li> <li>• IV arm for meds/fluids</li> <li>• Removable stomach cover</li> <li>• Practice Leopold Maneuvers</li> <li>• Multiple fetal heart sounds</li> <li>• Automatic birthing system</li> <li>• Measure head descent and cervical dilation</li> <li>• Multiple placenta locations</li> <li>• Replaceable dilating cervices</li> <li>• Practice postpartum suturing on vulval inserts</li> <li>• One articulating birthing baby with placenta</li> <li>• One resuscitation baby with Intubatable airway and umbilical catheter site</li> <li>• New postpartum hemorrhage and palpation module</li> <li>• Monitor and log ventilations and chest compressions with Omni™ Code Blue® Pack. View feedback on your Omni™ device or any Windows computer</li> </ul>		

<b>Device No 8</b>	<b>Vascular Task Trainers</b>	<b>UoM</b>	<b>Quantity</b>
<b>General description</b>		set	1
<b>Composition (Per set):</b>	<ul style="list-style-type: none"> <li>•</li> </ul>		
<b>Features/Performance Specifications</b>	Vascular Access: Intravenous- Palpable veins enable site selection and preparation; Infusible		

	<p>veins allow realistic flashback; Replaceable skin and veins ensure longevity</p> <p>Vascular Access: Intraosseous- Realistically represents six-month old infant; Replaceable bone structure for repeated use; Palpable landmarks for accurate bone puncture</p> <p>Vascular Access: Femoral - Realistic anatomical and palpable landmarks; Infusible venous and arterial system; Arterial pulse may be simulated manually; Realistic flashback upon cannulation of the venous or arterial system</p> <p>Vascular Access: Subclavian/ Internal Jugular - Anatomically accurate for palpation and functionally correct; Replaceable muscle, bone, and skin tissues; All external and internal landmarks correlate to live patient</p>		
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Device No 9	Emergency Care Simulator	UoM	Quantity
<b>General description</b>	Much like the HPS, the Emergency Care Simulator (ECS), is a life size, fully automatic, model driven patient simulator. The ECS is driven with the same software as the HPS system, however offers significant advantages in portability and ease of use. This system is best suited for the pre-hospital, military, and emergency department environments.	set	1
<b>Features/Performance Specifications</b>	<p>Key Features:</p> <ul style="list-style-type: none"> <li>• Bilateral Carotid, Brachial, Radial, Femoral and Pedal pulses;</li> <li>• Programmable unilateral chest excursion;</li> <li>• Variable airway resistance;</li> </ul>		

	<ul style="list-style-type: none"> <li>• Programmable response to needle decompression of a tension pneumothorax;</li> <li>• Chest tube drainage and pericardiocentesis;</li> <li>• Diagnostic peritoneal lavage capability;</li> <li>• Peripheral IV insertion ability with simulated blood flash back;</li> <li>• Automatic blinking capability and variable pupil diameter</li> </ul>		
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Device No 10	EMT Casualty simulation Kit	UoM	Quantity
<b>General description</b>	This complex kit uses components applied to human and manikin patients to get the widest variety of training situations possible. Wounds strapped on, stuck on, created from wax, and made to bleed challenge both the volunteer and the professional in areas of burns, lacerations, fractures of arms and legs, and amputations; a good kit to simulate community disasters like bus accidents, or building explosions.	set	1
<b>Composition (Per set):</b>	<p><b>Contents:</b></p> <p><b>Bleeding strap-on wounds complete with reservoir bags with pump assembly:</b></p> <ul style="list-style-type: none"> <li>• 1 jaw wound</li> <li>• 1 abdominal wound with protruding intestines</li> <li>• 1 sucking wound of the chest</li> <li>• 2 compound fractures of humerus, upper arm</li> <li>• 2 compound fractures of femur, upper leg</li> </ul>		

	<ul style="list-style-type: none"> <li>• 1 laceration of forehead</li> <li>• 1 leg amputation</li> <li>• 2 compound fractures of tibia, lower leg</li> <li>• 2 gunshot wounds of palm</li> </ul> <p><b>Non-Bleeding Simulated Wounds:</b></p> <ul style="list-style-type: none"> <li>• 1 phosphorous burn of hand</li> <li>• 1 face in shock</li> <li>• 1st, 2nd &amp; 3rd degree burn of face</li> <li>• 1st, 2nd &amp; 3rd degree burn of chest</li> <li>• 1st, 2nd &amp; 3rd degree burn of back</li> <li>• 1st, 2nd &amp; 3rd degree burn of hand</li> <li>• 1st, 2nd &amp; 3rd degree burn of forearm</li> <li>• 36 assorted stick-on lacerations &amp; open fracture wounds (1 doz.)</li> </ul>		
<b>Features/Performance Specifications</b>	Key Features: N/A		
<b>Recommended Spare parts</b>	<p><b>Makeup Accessories:</b></p> <ul style="list-style-type: none"> <li>• 1 body adhesive for stick-on wounds</li> <li>• 2 casualty simulation wax (1 container)</li> <li>• 3 bottles coagulant makeup blood (1 bottle)</li> <li>• 3 pkgs. powder to make 3 gallons simulated blood (1 pkg.)</li> <li>• 1 pkg. of methyl cellulose for blood thickening</li> <li>• 1 ea. grease paint colors: white, blue, brown, and red</li> </ul>		

	<ul style="list-style-type: none"> <li>• 2 pkg. broken Plexiglas® for simulating glass embedded wound (1 pkg.)</li> <li>• 1 container cold cream</li> <li>• 2 atomizer mist sprayers</li> <li>• 1 ea. Plastalene Modeling Paste, white</li> <li>• 1 ea. Plastalene Modeling Paste, dark</li> <li>• 6 tongue depressors (pk. of 100)</li> <li>• 1 tissue</li> <li>• 1 fake dirt</li> <li>• 1 charcoal</li> <li>• 1 petroleum jelly</li> <li>• 1 mirror</li> <li>• 2 spatulas</li> </ul>		
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Device No 11	AED Task Trainer	UoM	Quantity
<b>General description</b>	<p>This compact and lightweight unit will give students a realistic training experience with training pads that sense when they are placed on a manikin. In addition, the pads are preconnected and voice prompts are clear and calm.</p> <p>Instructors can customize their training classes with options to turn on or off the compression metronome and/or the “give breaths” voice prompt.</p>	Set	1
<b>Features/Performance Specifications</b>	<p>Key Features:</p> <ul style="list-style-type: none"> <li>• Dual Graphic (Adult/Child) Training Pads</li> <li>• Pad Sensing System</li> <li>• Preconnected Pads</li> </ul>		



	<ul style="list-style-type: none"><li>• Child Training Button</li><li>• Child AED specific voice prompts</li><li>• Automatic or Semi-Automatic shock simulation</li><li>• CPR Coaching, "Give Breaths" voice prompt</li><li>• Turn on or off compression metronome</li><li>• Turn on or off "Give Breaths" prompts</li><li>• Low Battery warning</li><li>• Two languages</li><li>• 2015 Guidelines Compliant and Upgradable</li><li>• Play/Pause Button</li><li>• 5 Training Scenarios</li></ul>		
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## Place of delivery

All the equipment for each location shall be delivered to the address(es) below in accordance with the “delivery schedules.

### Lot 1: Supply and installation of EMS equipment in Health facilities in Arua and Rwenzori regions.

S/N	Health Facilities	Location/Distances
1.	Obongi HCIV	140Km from Arua City via Terego
2.	River Oli HCIV	Within Arua City
3.	Rhino Camp HCIV	64km from Arua City. Located in Madi Okollo district.
4.	Yumbe HCIV	91km from Arua City
5.	Warr HCIV	56Km from Arua City. Located in Zombo district.
6.	Nyapea Hospital	100Km from Arua City. Located in Zombo district.
7.	Koboko Hospital	63Km from Arua City.
8.	Kyenjonjo Hospital	276Km from Kampala.
9.	Bundibugyo Hospital	85Km from Fort portal City.
10.	Kampala to Fort Portal	295km
11.	Kibito Hospital	32km from Fort portal City.
12.	Karugutu Hospital	26km from Fort portal City.
13.	Kikyo Hospital	75km from Fort portal City.
14.	Kyarusozi Hospital	47km from Fort portal City.
15.	Rukunyu Hospital	57km from Fort portal City.

### Lot 2: EMS simulation and Training Centre

S/N	Health Facilities	Location/Distances
1.	Yumbe regional referral Hospital	22 km from Yumbe district



**Delivery schedule:**

**Lot 1: Supply and installation of EMS equipment in Health facilities in Arua and Rwenzori regions.**

EMS Equipment	West Nile Region - Quantity per Health Facility							Rwenzori Region - Quantity per Health Facility						Total equipment required
	Obongi	River Oli	Rhino camp	Yumbe HCIV	Warr HC IV	Nyapea GH	Koboko GH	Kibito	Karugutu	Kikyo	Kyarusoji	Bundibugyo GH	Rukunyu Hospital	
Autoclave, Electric, 75 Lt – Sterilizer heavy duty	0	0	0	0	0	1	1	0	0	0	0	0	0	2
Delivery Bed, Height Adjustable	0	0	0	0	0	0	2	0	0	0	0	0	0	2
Oxygen Therapy Apparatus (cylinder and accessories)	0	0	0	0	0	0	0	1	1	1	1	0	0	4

Oxygen concentrator	1	0	1	1	1	0	0	1	1	1	1	0	1	9
Patient monitor	1	1	1	1	1	0	1	1	1	1	1	1	1	12
Suction machines, Electric	1	1	0	1	1	0	0	1	1	1	1	1	0	9
Angle light	1	1	1	1	1	0	0	1	1	1	1	0	0	9
Crash Cart	1	1	1	1	1	0	1	1	1	1	1	0	0	10
Patient trolley	1	1	1	1	1	0	2	1	1	1	1	0	0	11
Medical Resuscitation Bag- Fully Stocked (high acuity grab bag)	1	1	1	1	1	1	1	1	1	1	1	1	1	13

**Lot 2: Yumbe General Referral Hospital**

Item	Quantity to be delivered to Yumbe Referral hospital
Seven Function Electric Patient Bed	1
Transport Monitor and Defibrillator	1

Instrument Set - Delivery	1
Thorax Drainage kit	1
Medical Resuscitation Bag-Fully Stocked – High acuity grab bag	1
Wireless Patient simulator	1
Birthing Simulator	1
Vascular Task Trainer	1
AED Task trainer	2
Emergency Care simulator	1
EMT Casualty simulation Kit	1

## 1.2 Requirements for the ancillary services

### 1.2.1 Installation

The contractor shall be in charge of installation, testing, training and commissioning of the equipment at all the health facilities.

### 1.2.2 User training

For the following equipment (LOT 2) a more comprehensive and structured training will be needed considering the level of complexity of the equipment:

- Seven Function Electric Patient Bed
- Transport Monitor and Defibrillator
- Instrument Set - Delivery
- Thorax Drainage kit
- Medical Resuscitation Bag-Fully Stocked – High acuity grab bag
- Wireless Patient simulator
- Birthing Simulator
- Vascular Task Trainer
- AED Task trainer
- Emergency Care simulator
- EMT Casualty simulation Kit
- 

The cadres to be trained are the following:

- Appropriate Equipment users (Sonographers, radiographers, nurses, Doctors, allied Health Professionals and Mid wives)
- Regional Medical Equipment Maintenance workshop technical Teams (Biomedical Engineers, technicians)
- EMS staff

These trainings shall take a maximum of 5days for Lot 2. Training will be done for Lot 1 as and when the equipment is being installed. The supplier shall submit a training plan for each

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equipment and sites, with duration and content of training, and is responsible for the preparation of the training material and content, covering use of the equipment, routine maintenance and troubleshooting for the users, and more advanced maintenance and troubleshooting for the staff of the regional workshop – who will be in charge of overseeing use and maintenance. The supplier shall also prepare a training programme prior to the training and report at the end of the training which will be submitted to the Intervention Manager

## **1.3 Project management**

### **Planning**

A kick off meeting shall take place in Kampala at the start of the assignment. The aim shall be to discuss with the contractor the general implementation of the assignment and the work plan. The meeting shall also aim at clarifying to the contractor the roles and responsibilities of the Contracting Authority during the execution of the assignment.

As required, ad hoc meetings and conference calls shall be scheduled and organized by the Contractor during the implementation. Prior to each of these meetings/ conference calls, the Contractor shall submit to the Contracting Authority a brief summary of any specific points that need to be discussed.

The contractor will also be required to share a detailed workplan clearly indicating all the planned activities and the timelines for the execution of the different activities. During the execution of the assignment, the contracting authority shall from time to time review the workplan to ensure compliance.

### **Monitoring**

Coordination and management of this procurement shall be by the Intervention Manager. Follow up meetings will be held in Kampala during the execution of the assignment.

The Contractor shall be required to reply to all queries from the Contracting Authority within two (2) working days, unless agreed otherwise. Through continuous monitoring, the contractor shall ensure quality management.

The Contracting Authority shall closely monitor the delivery and installation period of the supplied equipment.



Furthermore, the Contractor shall be obliged to ensure compliance to and follow the instructions given by the Contracting Authority, to allow smooth delivery and installation and training of the medical equipment.

### **Reporting**

The Contractor must abide by the reporting requirements throughout the period of the assignment. The report shall include monthly updates and progress of goods in transit, expected delivery timelines of the medical equipment. The report should be detailed and well documented. Deliverables shall include the end user training report and lists of trainees as an expected output upon successful implementation.

## 2 General provisions

### 2.1 Contracting authority

The contracting authority of this public 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 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.

### 2.2 Institutional framework 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 and are given 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;

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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.

<sup>2</sup> Belgian Official Gazette of 1 July 1999.

- 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>3</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 Organization<sup>4</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 of Paris, of 12 December 2015;
- The first Management Contract contracting Enabel and the Belgian federal State (approved by the Royal Decree of 17 December 2017, Belgian Official Gazette of 22 December 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.
- Considering 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;

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<sup>3</sup> Belgian Official Gazette of 18 November 2008

<sup>4</sup> <https://www.ilo.org/global/standards/lang--en/index.htm>

## 2.3 Rules governing the public contract

- The following, among other things, apply to this public contract:
- The Law of 17 June 2016 on public procurements;
- The Law of 17 June 2013 on justifications, notification and legal remedies for public contracts and certain contracts for works, supplies and services<sup>6</sup>;
- The Royal Decree of 18 April 2017 on the awarding of public contracts in the classic sectors<sup>7</sup>;
- The Royal Decree of 14 January 2013 establishing the General Implementing Rules for public procurement and for concessions for public works<sup>8</sup>;
- Circulars of the Prime Minister with regards to public procurement.
- All Belgian regulations on public 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, hereinafter referred to as 'the GDPR'), and repealing Directive 95/46/EC;
- The Law of 30 July 2018 on the protection of natural persons with regard to the processing of personal data;

All Belgian regulations on public contracts can be consulted on **[www.publicprocurement.be](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> .

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<sup>5</sup> Belgian Official Gazette 14 July 2016.

<sup>6</sup> Belgian Official Gazette of 21 June 2013.

<sup>7</sup> Belgian Official Gazette 9 May 2017.

<sup>8</sup> Belgian Official Gazette 27 June 2017.

## 2.4 Definitions

The following definitions apply to this contract:

The tenderer: An economic operator submitting a tender;

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

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

The tender: The commitment of the tenderer to perform the public 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: Contract notice and 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 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 January 2013 establishing the General Implementing Rules for public procurement 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;

BDA: Belgian Public Tender bulletin;

OJEU: Official Journal of the European Union;

OECD: Organisation for Economic Cooperation and Development;

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

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.

Processor (subcontractor) 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.

## **2.5 Confidentiality**

### **2.5.1 Processing of personal data**

The contracting authority undertakes to process the personal data that are communicated to it under the framework of this procedure 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.

### **2.5.2 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>

## **2.6 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 contracts for Enabel.

For the duration of the 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 Organization (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 public 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 appointees of the contracting authority who are concerned, directly or indirectly, by the follow-up and/or control of the performance of the contract, regardless of their hierarchical rank.

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 desk review or on-the-spot check 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 his 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 website [www.enabelintegrity.be](http://www.enabelintegrity.be)



## **2.7 Applicable law and competent courts**

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

The parties commit to sincerely perform their engagements to ensure the good performance of the public 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

It is a direct contract for the supply of goods by means of purchase.

### 3.2 Scope of contract

#### 3.2.1 Subject-matter

These public supplies contract consists of the supply of supply delivery and installation (including user training) of medical equipment for health facilities in Rwenzori and West Nile in conformity with the conditions of these Tender Specifications.

#### 3.2.2 Lots

The public contract has 2 lots, each of which is indivisible. The tenderer may submit a tender for one lot, or all the two lots. A tender for part of a lot is inadmissible.

Lot No;	Area
1	Supply and installation of EMS equipment in Health facilities in Arua and Rwenzori regions
2	Yumbe General Referral Hospital

#### 3.2.3 Variants

Variants are not permitted.

### 3.3 Duration of the contract

The contract starts upon award notification and lasts 485 calendar days .120 calendar days for supply, delivery, installation, testing of all equipment, inclusive of 5 days of user training for lot 2 respectively and commissioning for equipment that are not mentioned under section 1.2.2 “user training”. 5 calendar days for user training on equipment for Lot 2 mentioned under section 1.2.2 “user training shall be allowed within the first month of 365 calendar days for defects liability period.

## 4 Special contractual provisions

This chapter of these Tender Specifications holds the specific provisions that apply to this public contract by way of derogation from the 'General Implementing Rules for public procurement and for concessions for public works' 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 Dr. Monica Imi e-mail: [monica.imi@enabel.be](mailto:monica.imi@enabel.be) assisted by Richard Musabe email; [richard.musabe@enabel.be](mailto:richard.musabe@enabel.be)

Once the public contract is concluded the managing official is the main contact point for the supplier. Any correspondence or any questions with regards to the performance of the contract will be addressed to him or 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 contract, including issuing service orders, drawing up reports and states of affairs, approving the services, progress reports and reviews. He or she may order any modifications to the 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 contract are not part of the competence of the managing official. For such decisions the contracting authority is represented as stipulated under the point Contracting authority.
- Under no circumstances is the managing official allowed to modify modalities (e.g. delivery deadlines) of the contract, even if the financial impact is nil or negative. Any commitment, change or agreement derogating 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 contractor may not subcontract the contract or a part of the contract to other subcontractors than those presented at the time of submission; subcontracting to subcontractors presented in the tender is allowed only after preliminary approval by the contracting authority of these subcontractors.

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)**

Knowledge and information obtained by the contractor, including any persons responsible for the mission and any other person involved in this public contract, are strictly confidential.

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

All parties directly or indirectly involved are 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 or contractor 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, where applicable, to carry out this public contract (particularly regarding 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, or the fact that the tenderer or contractor performs this public contract for the contracting authority, or, where applicable, the results obtained in this context, unless having obtained prior and written consent of the contracting authority.

## **4.4 Personal data protection**

### 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 the contractor

#### PROCESSING OF PERSONAL DATA BY A CONTROLLER (RECIPIENT)

Where during contract performance, the contractor processes personal data of the contracting authority or in execution of a legal obligation, the following provisions apply:

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 public contract.

Without prejudice to clause 1 and unless otherwise stipulated in the procurement documents, when the subject-matter of the public 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 contract, the contracting authority also acquires the right to register and protect them, unless otherwise stipulated in the procurement documents.

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

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

#### **4.6 Performance bond (Art. 25 to 33)**

The performance bond is set at 5% of the total value, excluding VAT, of procurement. The value thus obtained is rounded up to the nearest 10 euros.

In accordance with the legal and regulatory provisions, the performance bond may be constituted either of cash or of public funds or may take the form of a joint performance bond.

The performance bond may also take the form of a surety bond issued by a credit institution meeting the requirements of the law on the statute and control of credit institutions.

By way of derogation from Article 26 of the GIR the performance bond may be posted through an establishment that has its registered office in one of the countries of destination of the services. The contracting authority reserves the right to accept or refuse the posting of the bond through that institution. The tenderer mentions the name and address of this institution in the tender.

This derogation is founded on the idea of providing possible local tenderers with an opportunity to submit a tender. This measure is made essential by the specific requirements of the contract.

The contractor must, within 30 calendar days from the day of contract conclusion, furnish proof that he or a third party has posted the bond in one of the ways set out below:

1° in the case of cash, by transfer of the amount to the bpost bank account number of the Deposit and Consignment Office. Fill out the following form as completely as possible: [https://finances.belgium.be/sites/default/files/01\\_marche\\_public.pdf](https://finances.belgium.be/sites/default/files/01_marche_public.pdf) (PDF, 1.34 Mo), and return it to the e-mail address: [info.cdcck@minfin.fed.be](mailto:info.cdcck@minfin.fed.be)

2° in the case of public funds, by depositing such funds, for the account of the Deposit and Consignment Office, with the State Cashier at the head office of the National Bank in Brussels or at one of its provincial agencies or with a public institution with an equivalent function

3° in the case of a joint surety, by deposit via an institution that lawfully carries out this activity of a deed of joint surety with the Deposit and Consignment Office or with a public institution with an equivalent function

4° in the case of a guaranty, by the deed of undertaking of the credit institution.

Proof is provided, as appropriate, by submission to the contracting authority of:

1° the deposit receipt of the Deposit and Consignment Office or of a public institution with an equivalent function; or

2° a debit notice issued by the credit institution; or

3° the deposit certificate issued by the State Cashier or public institution with an equivalent function; or

4° the original copy of the deed of joint surety stamped by the Depot and Consignment Office or by a public institution with an equivalent function; or

5° the original copy of the deed of undertaking issued by the credit institution granting a guaranty.

These documents, signed by the depositor, must state why the performance bond was posted and its precise usage, consisting of a concise indication of the subject-matter of the contract and a reference to the procurement documents, as well as the name, first names and full address of the contractor and, where relevant, that of the third party that made the deposit on the contractor's account, bearing the statement 'lender' or 'mandatary', as appropriate.

The period of 30 calendar days specified above is suspended during the period of closure of the contractor's business for paid annual holidays and the days off in lieu stipulated by regulation or by a collective binding labour agreement.

Proof that the required performance bond has been posted must be sent to the address that will be mentioned in the contract conclusion notification.

**Request by the contractor for the acceptance procedure to be carried out:**

The performance bond will be released after the defects liability period of 365 calendar days.

## **4.7 Conformity of performance (Art. 34)**

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

## **4.8 Changes to the public 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 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 the supplies and services already delivered, 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 contract.

#### **4.8.2 Revision of prices (Art. 38/7)**

- For this contract, price revisions are not permitted.

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

- The contracting authority reserves the right to suspend the performance of the contract for a given period, mainly when it considers that the 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 period and at least ten working days or two calendar weeks, depending on whether the performance period is expressed in working days or calendar days;
- The suspension is not owing 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 contract.

#### **4.8.4 Unforeseeable 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 public contract, Enabel will do everything reasonable to agree a maximum compensation figure.

### **4.9 Preliminary technical acceptance (Art. 42)**

Products may not be used if they have not been accepted by the managing official or his or her representative.

Products that at a given stage do not satisfy the technical acceptance tests imposed will be declared unfit for technical acceptance. Upon the request of the contractor, the contracting authority in accordance with the procurement documents verifies whether the products have the required qualities or at the very least comply with good practice and satisfy the conditions of the contract. If certain products are destroyed during verification, the contractor replaces these at its own expense. The procurement documents specify the quantity of products to be destroyed.

Where the contracting authority declares that the product presented is not in the required condition for examination, the acceptance request by the building contractor will be considered not having been made. A new request is made when the product is fit for acceptance.

### **4.10 Performance modalities (Art. 115 et seq.)**

#### **4.10.1 Deadlines and terms (Art. 116)**

The supplies must be delivered within 120 calendar days' calendar days as from the day following the date on which the supplier received the contract conclusion notification letter. The closure of the supplier's business for annual holidays is not included in this calculation.

#### **4.10.2 Quantities to be supplied (Art. 117)**

The public contract's minimum quantities are mentioned under 'Quantities'.

Without prejudice to the possibility for the contracting authority to terminate the contract if the supplies delivered do not meet the requirements imposed or if they are not delivered by the deadlines asked, by concluding this contract the supplier acquires the right to deliver these quantities, under penalty of indemnification by the contracting authority.

#### **4.10.3 Place where the supplies must be delivered and formalities (Art. 149)**

The supplies will be delivered at the address(es) mentioned in section 1 technical requirements

#### **4.10.4 Packaging (Art. 119)**

Packaging will become the property of the contracting authority, without the supplier having any claim to compensation in this regard.

#### **4.10.5 Inspection of the supplies delivered (Art. 120)**

The supplier delivers only goods that have no apparent and/or hidden defects and that correspond strictly to the order (in kind, quantity, quality...) and, if necessary, to the prescriptions of related documents as well as applicable regulations, in compliance with good practice, the state of the art, the highest standards of usage, of reliability and of longevity, and for the purposes that the contracting authority has in mind, which the supplier knows or at least should know.

The products are stored for delivery in the supplier's warehouses. Delivery cannot occur prior to the contracting authority's verification of the goods stored for delivery. This verification does not amount as acceptance

Acceptance (provisional acceptance) only takes place after the complete inspection by the contracting authority of the conformity of the goods and services delivered. The contracting authority disposes of a period for verification of thirty days starting on the date of delivery. This period will begin on the day after arrival of the supplies at the place of delivery, provided that the contracting authority is in possession of the delivery note or invoice.

The signature of (a staff member of) the contracting authority, in particular in electronic reception devices, upon delivery of the goods, does consequently only count as evidence of taking possession and does not concern the acceptance of the goods.

Acceptance on the premises of each of the health facilities counts as complete provisional acceptance for that same health facility

Acceptance implies the transfer of ownership and of risks of damage and loss.

In case of full or partial refusal of a delivery, the supplier is bound to take back, at his own costs and risks, the products refused. The contracting authority may ask the supplier to deliver goods that comply as soon as possible, either cancel the order and get supplied by another supplier.

#### **4.10.6 Liability of the supplier (Art. 122)**

The supplier shall be liable for his supplies up to the time when the inspection and notification formalities referred to in Article 120 are carried out, unless losses or damage sustained in the warehouses of the consignee are due to the events or circumstances referred to in Articles 54 and 56.

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

### **4.11 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.

### **4.12 Means of action of the contracting authority (Art. 44–51 and 123–126)**

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 public 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 appointees of the contracting authority who are concerned, directly or indirectly, by the follow-up and/or control of the performance of the contract, regardless of their hierarchical rank.

In case of violation, the contracting authority may impose a lump-sum fine to the service provider for each violation, which can be up to three times the amount obtained by adding up the (estimated) values of the advantage offered to the employee and of the advantage that

the contractor hoped to obtain by offering the advantage to the employee. The contracting authority will decide independently about the application and the amount of this fine.

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

#### **4.12.1 Failure of performance (Art. 44)**

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

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

2° at any time, when performance 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 have been given in due form by the contracting authority.

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

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

#### **4.12.2 Fines for delay (Art. 46 and 123)**

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 period without the issuing of a report and they are automatically applied for the total number of days of delay.

Regardless of the application of any fines for delay, the contractor indemnifies the contracting authority against damages for which it is liable towards third parties due to late performance of the contract.

#### **4.12.3 Measures as of right (Art. 47 and 124)**

§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 detected.

§2. The measures as of right are:

1° Unilateral termination of the 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 contract;

3° Conclusion of one or more replacement contracts with one or more third parties for all or part of the 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 contract will be borne by the new contractor.

### **4.13 End of the public contract**

#### **4.13.1 Acceptance of the products delivered (Art. 64-65 and 128)**

The managing official will closely follow up the delivery.

The products are stored for delivery in the supplier's warehouses. Delivery cannot occur prior to the contracting authority's accepting the goods stored for delivery. The managing official who will carry out acceptance is named in the contract award notification if his/her name has not yet been mentioned in the procurement documents.

#### **Provisional acceptance**

Upon expiry of the thirty-day period specified in Article 120, §2, as appropriate, a provisional acceptance report or acceptance refusal report will be drawn up.

Partial acceptance at the place of manufacture requires a request in writing by the supplier to the contracting authority.

Provisional acceptance is carried out in full at the place of delivery. To investigate and test the supplies as well as to notify its decision to accept or reject the delivery, the contracting authority disposes of a period of thirty days

This period will begin on the day after the date of arrival of the supplies at the place of delivery, provided that the contracting authority is in possession of the delivery note or invoice. It comprises the 30-day period stipulated in Article 120.

#### **4.13.2 Transfer of ownership (Art. 132)**

The contracting authority automatically becomes the owner of the supplies as soon as they have been accepted for payment pursuant to Article 127 of GIR.

#### **4.13.3 Guarantee period (Art. 134)**

The warranty period commences on the date on which provisional acceptance is given. It lasts for 365 calendar days.

#### **4.13.4 Final acceptance (Art. 135)**

Final acceptance occurs upon expiry of the warranty period. It is implicit when the delivery has not led to any claims during said period.

If delivery has led to complaints during the warranty period, a final acceptance or refusal of acceptance report will be issued within 15 days prior to the expiry of said period.

### **4.14 Invoicing and payment of services (Art. 66 to 72 and 127)**

The contractor sends (one copy only of) the invoices and the contract acceptance report (original copy) to the following address:

Macmillan Apedo  
Financial controller  
Email: [macmillan.apedo@enabel.be](mailto:macmillan.apedo@enabel.be)  
Enabel in Uganda-Health Program  
Ministry of Health  
Annex Building D004, Plot 6 Lourdel Road  
Nakasero, Kampala

Only delivery that has been performed correctly may be invoiced.

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

The amount owed to the supplier must be paid within thirty days with effect from the expiry of the verification term or with effect from the day after the last day of the verification term, if this is less than thirty days. And provided that the contracting authority possesses, at the same time, the duly established invoice and any other documents that may be required.

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

The invoice shall be in **EUROS**.

No advance may be asked by the contractor and the payment is made after provisional acceptance of each delivery of a same order. Payment shall be made in installments as shown below;

- 100% after supply, delivery, installation, testing, and user training for the equipment delivered per specified Health Facility.

#### **4.15 Litigation (Art. 73)**

The competent courts of Brussels have exclusive jurisdiction over any dispute arising from the performance of this public 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 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:

Belgian development agency - Enabel



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

To the attention of Ms Inge Janssens

rue Haute 147

1000 Brussels

Belgium

#### **4.16 Obligations of the contracting authority (Art. 136)**

- The contracting authority shall:
  - 1° use the goods delivered for the needs stipulated under the public contract and in accordance with technical user guidance provided by the supplier;
  - 2° make not changes to the goods delivered without the written preliminary approval of the supplier. Unless otherwise stipulated in the procurement documents.

#### **4.17 Obligations of the supplier (Art. 137 and 138)**

- The supplier shall:
  - 1° put the supplies at the disposal of the contracting authority within the deadline set in the procurement documents;
  - 2° unless otherwise stipulated in the procurement documents, ensure their maintenance and make all necessary repairs within the timing imposed to keep the goods in good state during the public contract term.
- Where the supplies are completely or partially destroyed during the contact term without the contracting authority being liable, the supplier shall replace these or repair them at his costs within the deadline set.

#### **4.18 Release of the performance bond (Art. 144)**

- Unless otherwise stipulated in the procurement documents, the performance bond will be released in full after expiry of the term provided in the procurement documents for the transfer of ownership.

## 5 Procurement Procedure

### 5.1 Award procedure

This contract is awarded in accordance with Article 41 of the Law of 17 June 2016 via a Negotiated Procedure with Prior Publication.

### 5.2 Publication

These Tender Specifications are posted on the website of Enabel <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 **17th April 2023** inclusive, candidate-tenderers may ask questions about these Tender Specifications and the procurement contract. Questions will be in writing to [uga\\_csc\\_contracts@enabel.be](mailto:uga_csc_contracts@enabel.be) with copy to [sheillah.kobusingye@enabel.be](mailto:sheillah.kobusingye@enabel.be) with a clear indication in the subject of the e-mail of the procedure reference and the contract title, as stated on the cover page of the tender specifications. They will be answered in the order received. The complete overview of questions asked will be available at the address mentioned above as soon as available.

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

The Contracting Authority shall organize an optional information session at the time and location specified below. The potentially interested economic operators shall confirm their attendance by e-mail to the above-mentioned addresses at least two working days before the information session.

Public contract for the supply of Emergency Medical Services Equipment for HCIVs/General Hospitals and Yumbe Training and simulation centre.	<b>12<sup>th</sup> April 2023</b> at Enabel Representation office, Plot 1B lower Kololo terrace, Kampala at 10:00am, Kampala time.
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The tenderer is required 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;

#### **5.4.1.1 Content of tenders**

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

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

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

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

The tender shall contain the following parts:

#### **1. Administrative Proposal**

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

The Administrative proposal shall respect the following structure:

- Legal identification form
- Financial Identification Form
- Subcontractor form
- Exclusion Criteria Form
- Integrity form
- A valid Tax Clearance Certificate for the financial 2022/2023 (e.g; URA, as applicable)
- A valid 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) for the best evaluated bidder.
- Technical capacity form
- Financial capacity form
- Articles of Association

## **2. Technical Proposal**

The technical proposal may be presented in the following format:

The technical proposal shall be presented in free format but it is mandatory to include the original product brochures for all the medical equipment. These brochures shall be original and must clearly mention the brand name, model and technical specifications in a way that allows comparability of the offers. The contractor shall provide Manufacturer's authorization letters for all equipment.

## **3. Financial Proposal**

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

### **Determination of prices**

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

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

### **Elements included in the price**

The tenderer is to include in his unit and global prices any charges and taxes generally inherent to the performance of the contract, with the exception of the value-added tax.

The following are in particular included in the prices:

1° packaging (except if these remain the property of the tenderer), loading, trans-shipment and intermediate unloading, transportation, insurance and customs clearance;

2° unloading, unpacking and deployment at the place of delivery, provided that the procurement documents state the exact place of delivery and the means of access;

3° documentation pertaining to the delivery of supplies and any documentation required by the contracting authority;

4° assembly and taking into operation;

5° training required for operation;

6° where applicable, the measures imposed by occupational safety and worker health legislation;

87° customs and excise duties;

All prices are DAP (INCOTERMS 2020 to the locations mentioned in section 1.2 “Requirements for the ancillary services”)

#### **5.4.1.2 Validity of tenders**

Tenders shall remain valid for 90 days from the final date for receiving tenders.

#### **5.4.2 Submission of tenders**

Without prejudice to any variants, the tenderer may only submit one tender only per procurement contract.

The tenderer submits his tender as follows: Tender Specifications – Procurement reference number UGA20003-10015. The duly completed and signed tender shall be submitted only by e-mail; [uga\\_csc\\_tenders@enabel.be](mailto:uga_csc_tenders@enabel.be) and only as attachments and not via a link to a platform.

The files shall be clearly named and structured and submitted in a compressed zip folder. The tenderer is solely responsible for the accessibility and legibility of files. The tenderer shall not submit at the last minute. Untimely submission, incomplete submission or indirect submission of documents that are inaccessible or illegible may lead to the rejection of the tender.

The subject of the e-mail shall clearly mention the procurement reference number and the contract title, as stated on the cover page of the tender specifications, as well as the name of tenderer. Any tender shall be received by the Contracting Authority no later than **24<sup>th</sup> April 2023, latest 12:00 PM**, Kampala time. Requests for participation or tenders that arrive late will not be accepted.

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

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

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

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

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

The withdrawal must be pure and simple

## **5.5 Opening and evaluation of Tenders**

### **5.5.1 Opening of tenderers**

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

### **5.5.2 Evaluation of Tenders**

#### **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 the Articles 67 to 70 of the Law of 17 June 2016 and the Articles 61 to 64 of the Royal Decree of 18 April 2017.

The contracting authority will verify the accuracy of this Declaration on honour 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.

1	Sufficient Economic and Financial Capacity
1.1	Sufficient turn-over
Minimum Standard	Minimum average annual turnover during the past three financial years <b>Lot 1; 64,000EUR</b> <b>Lot 2; 32,000 EUROS</b>
<b>2</b>	<b>Sufficient Technical and Professional Capacity</b>
2.1	Sufficient experience in organisational assessment and capacity development
Minimum Standard	Minimum of 2 assignments within the scope of the contract, which were totally and successfully completed in the last 3 years, out of which at least 1 was completed in Uganda and at least for more than 30,000 EUROS

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

- Where an economic operator wants to rely on the capacities of other entities, it shall prove to the contracting authority that it will have at its disposal the resources necessary, for example, by producing a commitment by those entities to that effect.



- The contracting authority shall verify whether the entities on whose capacity the economic operator intends to rely fulfil the relevant selection criteria and whether there are grounds for exclusion.
- Where an economic operator relies on the capacities of other entities with regard to criteria relating to economic and financial standing, the contracting authority may require that the economic operator and those entities be jointly liable for the execution of the contract.

The contracting authority may require certain essential tasks to be carried out directly by the tenderer himself or, if the tender is submitted by a group of economic operators, by a member of the said group.

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

#### **Regularity of tenders**

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

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

#### **5.5.2.2 qualitative and financial evaluation of tenders**

##### **Negotiation**

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

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

When the contracting authority intends to conclude the negotiations, it will so advise the remaining tenderers and will set a common deadline for the submission of any best and final offers (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:

- Price: 100 %;

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

$$\text{Points tender A} = \frac{\text{amount of lowest tender}}{\text{amount of tender A}} * 100$$

## **5.6 Award and Conclusion of Contract**

### **5.6.1 Awarding the contract**

The contract will be awarded to the tenderer who has submitted the most economically advantageous tender.

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

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

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

### **5.6.2 Concluding the contract**

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

Notification is via e-mail.

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

- These Tender Specifications and its annexes;
- The approved BAFO of the contractor and all of its annexes;
- The registered letter of notification of the award decision;

- Any later documents that are accepted and signed by both parties, as appropriate.

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

## 6 Annexes

### 6.1 Technical documents

Not applicable.

### 6.2 Contractual Documents

#### Model Performance Bond

*Only for the successful tenderer:*

Bank X Address

Performance bond n° X

This performance bond is posted in the context of the Law of 17 June 2016 on public contracts and on certain works, supply and service contracts and in conformity with the General Implementing Rules (GIR) provided in the Royal Decree of 14 January 2013 establishing the general implementing rules of public contracts and the award of public works.

X, address (the “Bank”)

hereby declares posting security for a maximum amount of X € (X euros) for the Belgian Development Agency (Enabel) for the obligations of X, address for the contract:

“Public contract for the supply of supply, delivery, installation, testing, basic user and technical training and commissioning of medical equipment for health facilities in West Nile and Rwenzori regions, tender documents Enabel UGA20003-10013” (the “Contract”).

Consequently, the Bank commits, under condition of the beneficiary waiving any right to contest or divide liability, to pay up to the maximum amount, any amount which X may owe to Enabel in case X defaults on the performance of the “Contract”.

This performance bond shall be released in accordance with the provisions of the tender documents Enabel UGA20003-10013 and of Art. 25-33 of the Royal Decree of 22 June 2017, and at the latest at the expiry of 18 months after the provisional acceptance of the Contract.

Any appeal made to this performance bond must be addressed by registered mail to the Bank X, address, with mention of the reference of the procurement procedure.

Any payment made from this performance bond will ipso jure reduce the amount secured by the Bank. The performance bond is governed by the Belgian Law and only Belgian courts are competent in case of litigation.

Done in X on X Signature: Name:

## 6.3 Procedural Documents – Tender Forms

### 6.3.1 ADMINISTRATIVE PROPOSAL

#### Legal Identification forms

<b>I. PERSONAL DATA</b>			
FAMILY NAME(S) ①			
FIRST NAME(S) ①			
DATE OF BIRTH			
JJ		MM YYYY	
PLACE OF BIRTH	COUNTRY OF BIRTH		
(CITY, VILLAGE)			
TYPE OF IDENTITY DOCUMENT			
IDENTITY CARD	PASSPORT	DRIVING LICENCE ②	OTHER ③
ISSUING COUNTRY			
IDENTITY DOCUMENT NUMBER			
PERSONAL IDENTIFICATION NUMBER ④			
PERMANENT PRIVATE ADDRESS			
POSTCODE	P.O. BOX	CITY	
REGION ⑤	COUNTRY		
PRIVATE PHONE			
PRIVATE E-MAIL			
II. BUSINESS DATA 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><b>YES      NO</b></p>	<p><b>BUSINESS NAME (if applicable)</b></p> <p><b>VAT NUMBER</b></p> <p><b>REGISTRATION NUMBER</b></p> <p><b>PLACE OF REGISTRATION</b></p> <p><b>CITY</b></p> <p><b>COUNTRY</b></p>
<p><b>DATE</b></p>	<p><b>SIGNATURE</b></p>

① As indicated on the official document.

② Accepted only for Great Britain, Ireland, Denmark, Sweden, Finland, Norway, Iceland, Canada, United States and Australia.

③ Failing other identity documents: residence permit or diplomatic passport.

④ See table with corresponding denominations by country. ⑤ To be completed with Region, State or Province by non EU countries only, excluding EFTA and candidate countries.

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

<p><b>OFFICIAL NAME ②</b></p>		
<p><b>ABREVIATION</b></p>		
<p><b>MAIN REGISTRATION NUMBER ③</b></p>		
<p><b>SECONDARY REGISTRATION NUMBER (if applicable)</b></p>		
<p><b>PLACE OF MAIN REGISTRATION</b></p>	<p><b>CITY</b></p>	<p><b>COUNTRY</b></p>
<p><b>DATE OF MAIN REGISTRATION</b></p> <p><b>DD    MM    YYYY</b></p>		
<p><b>VAT NUMBER</b></p>		
<p><b>OFFICIAL ADDRESS</b></p> <p><b>CITY</b></p>		

POSTCODE		P.O. BOX	
COUNTRY		PHONE	
E-MAIL			
DATE		STAMP	
SIGNATURE OF AUTHORISED REPRESENTATIVE			

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

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

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> ②	<b>YES NO</b>
<b>MAIN REGISTRATION NUMBER</b> ③			
<b>SECONDARY 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</b>	<b>P.O. BOX</b>	<b>CITY</b>	
<b>COUNTRY</b>			<b>PHONE</b>
<b>E-MAIL</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.

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

**Financial identification form**

**BANKING DETAILS**

ACCOUNT NAME<sup>9</sup>

IBAN/ACCOUNT NUMBER<sup>10</sup>

CURRENCY

BIC/SWIFT CODE

BANK NAME

---

**ADDRESS OF BANK BRANCH**

STREET & NUMBER

TOWN/CITY

POST CODE

COUNTRY

**ACCOUNT HOLDER'S DATA**

AS DECLARED TO THE BANK

ACCOUNT HOLDER

STREET & NUMBER

TOWN/CITY

POST CODE

COUNTRY

SIGNATURE OF ACCOUNT HOLDER (Obligatory)

DATE (Obligatory)

NAME;

TITLE;

---

<sup>9</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>10</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

### **Declaration on honour – exclusion criteria**

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

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

1° involvement in a criminal organisation

2° corruption

3° fraud

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

5° money laundering or terrorist financing

6° child labour and other trafficking in human beings

7° employment of foreign citizens under illegal status

8° creating a shell company.

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

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

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

Are also considered such serious professional misconduct:

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

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

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

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

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

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

5) When a conflict of interest cannot be remedied by other, less intrusive measures;

6) When significant or persistent failures by the counterparty were detected during the execution of an essential obligation incumbent on him in the framework of a previous contract, a previous contract placed with another contracting authority, when these failures have given rise to measures as of right, damages or another comparable sanction.

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

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

7) Restrictive measures have been taken vis-à-vis the counterparty with a view of ending violations of international peace and security such as terrorism, human rights

violations, the destabilisation of sovereign states and de proliferation of weapons of mass destruction.

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

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

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

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

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

[https://eeas.europa.eu/headquarters/headquarters-homepage/8442/consolidatedlist-sanctions\\_en](https://eeas.europa.eu/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%A9sorerie/contr%C3%B4le-des-instruments-1-2](https://finances.belgium.be/fr/sur_le_spf/structure_et_services/administrations_generales/tr%C3%A9sorerie/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.

### **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.

<b>Financial data</b>	<b>Year- 2</b> <b>€ or NC</b>	<b>Year- 1</b> <b>€ or NC</b>	<b>Last year</b> <b>€ or NC</b>	<b>Average</b> <b>€ or NC</b>
Annual turnover, excluding this public contract <sup>11</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

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<sup>11</sup> Last accounting year for which the entity's accounts have been closed.

## Technical and professional capacity form

### List of main similar assignments

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

### Certificates of completion

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

### 6.3.2 TECHNICAL PROPOSAL

The technical proposal shall be presented in free format but it shall include the original product brochures for all the medical equipment. These brochures shall be original and must clearly mention the brand name, model and technical specifications in a way that allows comparability of the offers. The contractor shall provide Manufacturer's authorization letters for all equipment:

### 6.3.3 FINANCIAL PROPOSAL

#### Tender Forms – prices

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

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

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

The tenderer commits to performing the public contract in accordance with the provisions of the Tender Specifications for the following prices, given in euros 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.

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

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

#### Lot 1: Supply and installation of EMS equipment in Health facilities in Arua and Rwenzori regions

N°	Description	Quantity	UoM	Unit prices in Euro exc. VAT	Total prices in Euro exc. VAT
1	Autoclave, Electric, 75 Lt – Sterilizer heavy duty	2	set	€	€
2	Delivery Bed, Height Adjustable	2	set	€	€
3	Oxygen Therapy Apparatus (cylinder and accessories)	4	set	€	€
4	Oxygen concentrator	9	set	€	€
5	Patient monitor	12	set	€	€
6	Suction Machine, Electric	9	set	€	€

7	Angle light	9	set	€	€
8	Crash Cart	10	set	€	€
9	Patient trolley	11	set	€	€
10	Medical Resuscitation Bag-Fully Stocked – High acuity grab bag	13	set	€	€
<b>Total price in Euros</b>					
<b>VAT percentage (if applicable):</b>					

**Lot 2; Training and simulation Centre - Yumbe**

<b>N°</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit of measure</b>	<b>Unit prices in Euro exc. VAT</b>	<b>Total prices in Euro exc. VAT</b>
1.	Seven Function Electric Patient Bed	1	set	€	€
2.	Transport Monitor and Defibrillator	1	set	€	€
3.	Instrument Set - Delivery	1	set	€	€
4.	Thorax Drainage kit	1	set	€	€
5.	Medical Resuscitation Bag-Fully Stocked – High acuity grab bag	1	set	€	€
6.	Wireless Patient simulator	1	set	€	€
7.	Birthing Simulator	1	set	€	€
8.	Vascular Task Trainer	2	set	€	€
9.	AED Task trainer	1	set	€	€
10.	Emergency Care simulator	1	set	€	€
11.	EMT Causality simulation Kit	1	set	€	€
<b>Total price in Euros</b>					
<b>VAT percentage (if applicable):</b>					

**Do NOT change this “Financial offer & tender form”. Reservations or conditions are not permitted. Tenderers must under penalty of substantial irregularity, give prices in euros and exclusive of VAT.**

Name and first name: .....

Duly authorised to sign this tender on behalf of: .....

Place and date: .....

Signature: .....