



TENDER SPECIFICATIONS

Public supply contract for “**Supply, delivery, and installation of medical equipment items and sundries for KIDA hospital in Kabarole district and Kagando hospital in Kasese district**”

Reference No: **UGA21003-10366**

Country: **Uganda**

Negotiated Procedure without Prior Publication

<i>Deadline for requesting clarifications:</i>	Until the tenth day before the deadline for submission of tenders
--	--

<i>An information session is organized:</i>	13th August 2016 at 10:00 am, Kampala time
---	--

<i>Deadline for submission of tenders:</i>	28th August 2026 at 10:00 am, Kampala time
--	--

Table Of Contents

1 General Remarks.....	4
1. The contracting authority	4
2. Rules governing the public contract	4
3. Applicable law and competent courts	4
2 Subject-Matter and Scope of The Public Contract	6
1. Type of contract	6
2. Items	6
3. Duration of the public contract.....	6
4. Variants.....	6
5. Options	6
3 Award Procedure	7
Section (A) - General procedure instructions	7
1. Award procedure	7
2. Publication	7
3. Further information	7
4. Information session.....	8
Section (B) - Instructions for preparation of tenders.....	8
5. Validity period of tenders	8
6. Data to be included in the tender	8
7. Tender currency.....	9
8. Determination of prices.....	10
9. Elements included in the price.....	10
Section (C) - Submission of tenders	10
10. Submission of tenders.....	10
11. Tender signature	11
12. opening of tenders.....	11
Section (D) - Selection, Awarding & Conclusion	11
13. Exclusion grounds	11
15. Overview of the procedure	13
16. Award criteria	14
17. Awarding the public contract	14
18. Concluding the contract.....	14
4 Special Contractual Provisions	16
Section (A) - General	16
3. Use of electronic means (art. 10)	16
4. Managing official (Art. 11).....	16
5. Confidentiality (art. 18).....	16
6. Protection of Personal Data.....	17
7. Intellectual property (Art. 19 to 23)	17

Section (B) - Financial guarantees	17
8. Performance Bond (Art. 25 to 33).....	17
Section (C) - the public contract documents.....	19
9. Conformity of performance (Art. 34)	19
Section (D) - Changes to the public contract.....	19
10. Replacement of the supplier (Art. 38/3, °1)	19
11. Revision of prices (Art. 38/7)	20
12. Indemnities for suspensions ordered by the contracting authority during contract performance (Art. 38/12)	20
13. Unforeseeable circumstances	21
14. Taxation having an effect on the value of the public contract (Art. 38/8)	21
15. Terms of introduction (Art. 38/14 to 38/17)	21
Section (F) - Performance modalities	22
16. Place of performance (Art. 118)	22
17. Transfer of ownership (Art. 132)	22
Section (G) - Means of action	22
18. Failure of performance (Art. 44)	22
19. Fines for delay (Art. 46 and 123).....	23
20. Measures as of Right (Art. 47 and 124)	23
Section (H) - End of the public contract.....	23
21. Acceptance of the products delivered (Art. 64, 120 and 128-131)	23
22. Guarantee period (Art. 65 and 134)	24
23. Final acceptance (Art. 135)	24
24. Invoicing and payment (Art. 66-72 and 127)	24
25. Advance payments.....	24
 5 TeCHNICAL SPECIFICATIONS.....	 26
5.1 ReQUIREMENTS FOR THE SUPPLIES.....	26
5.2 Qualifications and competences of expert	57
 6 Overview of the documents to be submitted	 58
 7 Forms.....	 59
1. Identification form	59
2. List of subcontractors.....	63
3. Tender form - Prices	64
4. Declaration on honour - Exclusion grounds	65

1 GENERAL REMARKS

1. THE CONTRACTING AUTHORITY

- 1.1. The contracting authority of this public contract is Enabel, 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), called ' Enabel ' pursuant to the entry into force of Law of 23 November 2017 changing the name of the Belgian Technical Cooperation and defining the missions and functioning of Enabel, the Belgian agency for development cooperation.
- 1.2. 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.
- 1.3. For this public contract Enabel, in Uganda, is represented by: Nicolas Oebel, Country Director

2. RULES GOVERNING THE PUBLIC CONTRACT

- 2.1. The following, among others, apply to this public contract:
 - (a) The Law of 17 June 2016 on public procurement;
 - (b) The Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors;
 - (c) The Royal Decree of 14 January 2013 establishing the general rules for the execution of public contracts;
 - (d) The Law of 17 June 2013 on motivation, information, and remedies in public procurement, certain works, supply, and service contracts, and concessions;
 - (e) Circulars of the Prime Minister with regards to public procurement;
 - (f) Enabel's policy regarding sexual exploitation and abuse – June 2019;
 - (g) Enabel's policy regarding fraud and corruption risk management – June 2019.
- 1.1. All Belgian regulations on public contracts can be consulted at <https://bosa.belgium.be/en/themes/public-procurement>;
Enabel's Code of Conduct and the policies mentioned above can be consulted on Enabel's website via <https://www.enabel.be/who-we-are/integrity/>.

3. APPLICABLE LAW AND COMPETENT COURTS

- 3.1. Belgian legislation applies for this public contract and no other. In the event of a conflict regarding the interpretation, application or performance of these tender specifications, the parties will first try all conciliation possibilities. Except for an emergency, the parties avoid litigation in court without preliminary notification.
- 3.2. In case of court action, correspondence must (also) be sent to the following address:
Enabel S.A.
Global Procurement Services
To the attention of Ms Laura Jacobs
Rue Haute 147
1000 Brussels
Belgium

- 3.3. Any litigation regarding this public contract is the exclusive competence of the Brussels legal district courts and tribunals. French or Dutch are the languages of proceedings.

2 SUBJECT-MATTER AND SCOPE OF THE PUBLIC CONTRACT

1. TYPE OF CONTRACT

- 1.2. This public contract is a supply contract for purchasing goods pertaining to the supply and delivery of medical equipment items and sundries for KIDA Hospital in Kabarole district and Kagando hospital in Kasese District.
- 1.1. This public contract is awarded as a one-shot contract.

2. ITEMS

- 1.3. This public contract consists of the items listed under clause 3 of chapter 7, Forms - Tender form - Prices.
- 1.4. These items are grouped together to form one single contract. It is not possible to tender for one, or several items and the tenderer must submit price quotations for all items of the contract.

3. DURATION OF THE PUBLIC CONTRACT

- 3.1. The contract duration is 18 months. The implementation period under this public contract starts upon award notification and lasts for 6 (six) months. There after a defects liability period of 12 months shall be observed.

4. VARIANTS

- 1.5. Variants are **NOT** allowed. Each tenderer may submit only one tender; no variants will be accepted.

5. OPTIONS

- 5.1. The tenderer may **NOT** submit options. Free options are forbidden. Any proposed option will be discarded.

3 AWARD PROCEDURE

SECTION (A) - GENERAL PROCEDURE INSTRUCTIONS

1. AWARD PROCEDURE

This public contract will be awarded through a Negotiated Procedure without Prior Publication pursuant to Article 42, § 1, °1, a) of the Law of 17 June 2016 on public procurement.

2. PUBLICATION

This contract is advertised in

2.1. The following platforms:

- (a) Website of Enabel (www.enabel.be);
- (b) Newspaper.

2.2. This publication constitutes an invitation to submit a tender.

3. FURTHER INFORMATION

3.1. Public procurement administrator

The awarding of this public contract is coordinated by:

Contracts Service Center

All communication between the contracting authority and (prospective) tenderers regarding this public contract must go through this contact. Any other form of contact with the contracting authority about this public contract is prohibited unless otherwise stated in these tender specifications.

3.2. Requesting clarifications

Prospective tenderers have until the **tenth day**, inclusive, before the deadline for submission of tenders to submit any questions regarding these tender specifications and the contract. All inquiries must be sent in writing to the procedure coordinator mentioned under clause 3.1 Uga_csc_contracts@enabel.be and will be answered in the order received.

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

3.3. Publication of clarifications and/or amendments to the tender specifications

The complete overview of questions and answers, as well as any amendments to these tender specifications, will be available at the tenth day before the deadline for submission of tenders, at the latest.

These updates will be published on the same platforms as mentioned under clause 2.

The tenderer is to submit his tender after reading and taking into account any corrections made to these tender specifications that are published 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 under clause 3.1 and requests information on any modifications or additional information.

4. INFORMATION SESSION

The contracting authority is organizing an optional virtual information session for prospective tenderers. The information session will take place on **13th August 2026 at 10:00 am, Kampala time (Kampala time)**. The session will be conducted virtually (online) via the following access link and credentials;

Meeting link: <https://bitly.cx/OS7Ow>

Meeting ID: 370 256 115 430 781

Passcode: 32Jv6Tx2

Participation in the information session is optional.

SECTION (B) - INSTRUCTIONS FOR PREPARATION OF TENDERS

5. VALIDITY PERIOD OF TENDERS

The tenderers remain bound by their tender for a period of **90 (ninety) calendar days** from the tender reception deadline date.

6. DATA TO BE INCLUDED IN THE TENDER

- 6.1. Tenderers are advised to consult the general principles set out under Heading 1 of the Law of 17 June 2016 on public procurement, which are applicable to this award procedure.
- 6.2. The tender and all annexes to the tender form must be drawn up in:
 - (a) English.
- 6.3. By submitting a tender, the tenderer automatically waives any of their own general or specific sales conditions, even if these are mentioned in any annexes to their tender.
- 6.4. The tenderer must clearly indicate within their tender any information that is confidential and/or relates to technical or business secrets, which may not be divulged by the contracting authority.
- 6.5. The tenderer must use the tender forms provided in the annex:
 - (a) Identification form (clause 1 of chapter 7 Forms);
 - (b) List of subcontractors (clause 2 of chapter 7 Forms);
 - (c) Tender form - Prices (clause 3 of chapter 7 Forms)
 - (d) Declaration on honour - Exclusion grounds (clause 4 of chapter 7 Forms).

Should the tenderer fail to use these forms, they shall bear full responsibility for ensuring that the documents submitted are in perfect concordance with the forms.
- 6.6. The tenderer also attaches the following to his tender:
 - (a) All documents demanded for the application of award criteria (see clause 16);
 - (b) A detail of the prices quoted, listing for each item the various elements that are included in the price and the applicable taxes;

- (c) The statutes and any other document required to establish the power of attorney of the signer(s).
- 6.7. Where the tender is submitted by a group of economic operators, it must include a copy of the following documents for each of the participants in the group:
- (a) Identification form (clause 1 of chapter 7 Forms);
 - (b) Declaration on honour - Exclusion grounds (clause 4 of chapter 7 Forms);
 - (c) The statutes and any other document required to establish the power of attorney of the signer(s);
 - (d) The association agreement signed by each participant, clearly showing who represents the association.
- 6.8. Participants in a group of economic operators must designate one member of the group who will represent the group vis-à-vis the contracting authority.
- 6.9. In accordance with Article 73 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors, where an economic operator wants to rely on the capacities of other entities (particularly subcontractors or independent subsidiaries) for replying to criteria of economic and financial capacity or technical and professional aptitude (see clause 13 and 6 Selection file), 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 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 with account confirmation letter from the bank
- Subcontractor form
- Exclusion Criteria form
- Integrity form
- Technical capacity form
- Financial capacity form
- Certification in regard to registration/incorporation
- Powers of attorney

The successful tenderer shall be required to provide the following documents before award;

- Tax Clearance Certificate (e.g.; URA, as applicable)
- Social Security Contribution Clearance (e.g., NSFF as applicable)
- An extract from the criminal record in the name of the tenderer (legal person) or his representative (natural person) if there is no criminal record for legal persons (ex. certificate of good conduct from Interpol);

2. Technical proposal

The technical proposal shall be presented in a free format but must include coloured photos/pictures of all the medical equipment to be installed. Relatedly, it should state products brand name, model and technical specifications that allow comparability of the offers. The product brochures shall be included for each of the items to be supplied under this tender.

3. Financial proposal

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

7. TENDER CURRENCY

All prices given in the tender form must obligatorily be quoted in **Euro and excl. VAT**.

8. DETERMINATION OF PRICES

- 8.1. In accordance with Article 37 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors, the contracting authority may for the purpose of verifying the prices, carry out an audit of any and all accounting documents and perform on-the-spot checks with a view to verifying the correctness of the indications supplied.

9. ELEMENTS INCLUDED IN THE PRICE

- 9.1. 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 applicable VAT is quoted separately, if applicable.
- 9.2. The following are specifically included in the prices:
- (a) Packaging (except if it remains the property of the tenderer), loading, trans-shipment, intermediate unloading, transportation, insurance, and customs clearance;
 - (b) Unloading, unpacking, and deployment at the place of delivery, provided that the procurement documents specify the exact place of delivery and the means of access;
 - (c) Documentation pertaining to the delivery of supplies and any documentation required by the contracting authority;
 - (d) Assembly and commissioning;
 - (e) On-site training required for operation;
 - (f) Where applicable, the measures imposed by occupational safety and health legislation;
 - (g) Customs and excise duties except for VAT.
- 9.3. All prices are based on **Incoterms® 2020: DDP**.

SECTION (C) - SUBMISSION OF TENDERS

10. SUBMISSION OF TENDERS

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

- 10.2. The tenderer submits their tender as follows;

The duly completed and signed tender shall be submitted only by email to: uga_csc_tenders@enabel.be.

It shall be submitted only as e-mail 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 tenderer shall submit separately the administrative, technical and financial proposals in the email. In case they exceed 6MB, then the tenderer shall submit separate emails clearly indicating 'Administrative, technical or Financial proposal'.

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.

The final date and time for receiving tenders is **28th August 2026, at 10:00 am, Kampala time**. Late tenders shall not be accepted. (Article 83 of the Royal Decree on Awarding)

NOTE: Upon the electronic submission of your tender, you will receive an automatic reply from the Enabel contracts service center as confirmation of receipt of your tender.

In case you don't receive the automatic reply after you submit a tender, please contact Enabel immediately using the email addresses stated under the section on "information" in this tender document or through telephone No. 0393-256-370 as most likely, your tender may not have reached the Enabel servers.

11. TENDER SIGNATURE

- 11.1. The tender and accompanying documents such as forms, financial offers must be signed by the tenderer or his/her representative. The same applies to any alteration, deletion or note made to this document. The representative must clearly state that he/she is authorised to commit the tenderer.
- 11.2. Signatures are placed by the person(s) empowered or mandated to commit the tenderer. This obligation applies to each participant when the tender is submitted by a group of economic operators (consortium). These participants are jointly liable.
- 11.3. When the submission report is signed by a mandatary, he or she must clearly indicate whom he or she represents. The mandatary attaches the original electronic deed or private document that transfers these powers to him or her or a scanned copy of that proxy.

12. OPENING OF TENDERS

- 12.1. Tender opening session will take place behind closed doors at the address given under clause 10 for the submission of tenders.

SECTION (D) - SELECTION, AWARDING & CONCLUSION

13. EXCLUSION GROUNDS

- 13.1. The obligatory and facultative grounds for exclusion are provided in the declaration on honour attached to these tender specifications (see clause 4 of chapter 7 Forms).
- 13.2. By submitting the declaration enclosed in the annex to these tender specifications, the tenderer certifies that they are not in any of the exclusion cases listed in Articles 67 to 70 of the Law of 17 June 2016 on public procurement, nor Articles 61 to 64 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors.
- 13.3. The grounds for exclusion apply to all participants submitting a joint bid as a consortium of economic operators.
- 13.4. The contracting authority will verify the accuracy of this declaration on honour for the tenderer with the highest ranked tender. To this end, the contracting authority will request the tenderer concerned to provide the necessary information or documents to verify their personal situation. The tenderer must submit this information by the fastest means and within the deadline set by the contracting authority.
- 13.5. The tenderer may attach these documents directly to his tender. If the tenderer fails to deliver the requested document(s) on time, the contracting authority reserves the right to exclude the tenderer.

- 13.6. Tenderers are strongly advised not to wait for the request of the contracting authority and to request the documents they have not attached to their tender as soon as possible from the competent authorities of the country where they are based. After all, in some cases, it may take a long time to obtain particular documents.
- 13.7. The contracting authority will directly obtain any information or documents that can be accessed free of charge by digital means from the instances that manage the information or documents. This is the case for Belgian tenderers (via the Telemarc platform), with the exception of the extract from the criminal record, which must be requested by the tenderer himself.
- 13.8. **Conflicts of Interest – Revolving Doors (Article 51 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors)**
Without prejudice to Articles 6 and 69, paragraph 1, 5° of the Law of 17 June 2016 on public procurement, a conflict of interest also includes any “revolving doors” situation. This occurs when a natural person who previously worked for a contracting authority — whether as internal staff, in a hierarchical position, as a civil servant, public officer, or in any other capacity linked to the contracting authority — subsequently intervenes under a public contract awarded by that same contracting authority. A conflict of interest arises when there is a connection between the activities previously performed by the individual for the contracting authority and the activities carried out under the awarded contract.

14. QUALITATIVE SELECTION

- 1.1. By means of the documents requested in the 'Selection file' (**Error! Reference source not found.**), the tenderer must demonstrate sufficient capacity to successfully perform this public contract.
- 14.1. Only tenders from tenderers who meet the selection criteria will be taken into consideration to participate in the comparison of tenders based on the award criteria outlined in clause **Error! Reference source not found.** subject to the regularity of these tenders.
- 14.2. To meet the criteria of economic and financial capacity and the criteria on technical and professional aptitude, the tenderer may rely on the capacity of:
- (a) all participants submitting a joint bid as a consortium of economic operators;
 - (b) other entities (in particular subcontractors or independent subsidiaries) regardless of the legal nature of the relationship with these entities, in accordance with Article 73 § 1 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors.
- 14.3. For all such participants or entities, the contracting authority must verify that there are no grounds for exclusion.
- 14.4. In accordance with Article 73 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors, where an economic operator wants to rely on the capacities of other entities (particularly subcontractors or independent subsidiaries) for replying to criteria of economic and financial capacity or technical and professional aptitude, 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.

1.	Sufficient Economic and Financial Capacity
1.1	Sufficient turn-over
Minimum Standard	Minimum average annual turnover of 60,000 EUR during the past three financial years
2.	Sufficient Technical and Professional Capacity
2.1	Sufficient experience
Minimum Standard	Minimum of 1 assignment within the scope of the contract (supply of medical equipment) which was totally and successfully completed in the last 3 years.
2.2.	Qualifications and experience of expert

Minimum Standard	Signed CV and academic documents of the expert meeting the profile defined in the technical specification. The expert should demonstrate proof of training by the equipment manufacturer for the proposed model.
------------------	--

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.

Qualitative and financial evaluation of tenders

Negotiation

The formally and materially regular tenders will be evaluated as to content by an evaluation committee. The contracting authority will restrict the number of tenders to be negotiated by applying the award criteria stated in the procurement documents. This evaluation will be conducted on the basis of the award criteria given in these Tender Specifications and aims to setting a shortlist of tenderers with whom negotiations will be conducted. Then, the negotiation phase follows. In view of improving the contents of the tenders, the contracting authority may negotiate with tenderers the initial tenders and all subsequent tenders that they have submitted, except final tenders. The minimum requirements and the award criteria are not negotiable. However, the contracting authority may also decide not to negotiate. In this case, the initial tender is the final tender.

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

15. OVERVIEW OF THE PROCEDURE

- 15.1. In a first phase, the tenders submitted by the tenderers will be evaluated as to their formal and material regularity.
- 15.2. The contracting authority reserves the right to have the irregularities in a tender regularised.
- 15.3. In a second phase, the formally and materially regular tenders will be evaluated as to their content by an evaluation commission. The contracting authority will restrict the number of tenders to be negotiated by applying the award criteria stated in these tender specifications (clause 16). This evaluation will be conducted on the basis of the award criteria and aims to set a shortlist of tenderers with whom negotiations will be conducted.

- 15.4. 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 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.
- 15.5. 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 BAFO's (*Best and Final Offer*). Once negotiations have closed, the BAFO's will be evaluated as to its regularity and compared on the basis of the award criteria. The tenderer whose BAFO shows the best value for money (obtaining the best score based on the award criteria given under clause 16) will be designated the successful supplier for this public contract, after having been verified for absence of exclusion grounds.

16. AWARD CRITERIA

- 16.1. The contracting authority will select the regular tender that it considers to be the most economically advantageous, based on the following criteria:

Award Criterion	Criterion Weight (%)
Price	100

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

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

- 16.2. This public contract will be awarded to the tenderer that submitted the tender with the highest final score, after the contracting authority has verified the accuracy of the declaration on honour of this tenderer and provided the control shows that the declaration on honour corresponds with reality.

17. AWARDING THE PUBLIC CONTRACT

- 17.1. This public contract will be awarded to the tenderer who has submitted the most economically advantageous tender.
- 17.2. In accordance with Article 85 of the Law of 17 June 2016 on public procurement, the contracting authority is under no obligation to award the contract. The contracting authority may choose either not to award the public contract or to restart the procedure, if necessary, through another award procedure.

18. CONCLUDING THE CONTRACT

- 18.1. In accordance with Article 95, °2 of the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors, the contract is formed upon notification to the successful tenderer of the approval of their tender.
- 18.2. Notification is made via digital platforms or email, and, on the same day, by registered post.
- 18.3. The full public contract consists of the following documents:
- (c) These tender specifications and their annexes;
 - (d) The approved BAFO and all of its annexes;

- (e) The registered letter notifying the award decision;
 - (f) Any later documents accepted and signed by both parties, as appropriate.
- 18.4. In the interest of transparency, Enabel commits to publishing an annual list of recipients of its contracts. By submitting their tender, the successful tenderer agrees to the publication of the contract title, nature and object of the contract, their name and location, and the contract amount.

4 SPECIAL CONTRACTUAL PROVISIONS

1. This chapter of these tender specifications holds the specific administrative and contractual provisions that apply to this public contract by way of derogation from the 'General Implementing Rules for public procurement' of the Royal Decree of 14 January 2013 (Royal Decree of 14 January 2013 establishing the general rules for the execution of public contracts), 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 "GIR" apply in full.
2. These tender specifications do not derogate from the "GIR".

SECTION (A) - GENERAL

3. USE OF ELECTRONIC MEANS (ART. 10)

The use of electronic means for exchanges during the performance of the contract is permitted unless stated otherwise in these tender specifications. In such cases, notifications from the contracting authority will be sent to the address or registered office mentioned in the tender.

4. MANAGING OFFICIAL (ART. 11)

- 4.1. The managing official for this public contract is **Lucie Carlier, Project Manager**, email: lucie.carlier@enabel.be who will be supported by **Ronald Ogen-Mungu, Biomedical Engineering Expert**, email: ronald.ogen-mungu@enabel.be will be responsible for overseeing the performance of the contract.
- 4.2. Once this public contract is concluded, the managing official serves as the primary point of contact for the supplier. All correspondence or questions regarding the performance of the contract should be directed to him/her, unless otherwise explicitly stated in these tender specifications.
- 4.3. The managing official has full authority to monitor the satisfactory performance of the contract, which includes issuing service orders, preparing reports and statements, approving supplies, progress reports, and reviews. They may order changes to the contract with regards to its subject-matter or performance, provided that such changes remain within its original scope.
- 4.4. However, the signing of amendments or any other decision or agreement implying derogation from the initial 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 clause 1 of chapter 1 General Remarks.
- 4.5. Under no circumstances is the managing official allowed to modify the terms and conditions (e.g. performance deadline) of the contract, even if the financial impact is nil or negative. Any commitment, change or agreement that deviates from the conditions in these tender specifications and that has not been notified by the contracting authority, will be considered null and void.

5. CONFIDENTIALITY (ART. 18)

- 5.1. Suppliers who, during the performance of the contract, receive information or documents or data of any kind that are classified as confidential and relate, in particular, to the subject matter of the contract, the resources required for its performance and the operation of the contracting authority's services, shall take the necessary measures to prevent such information, documents or data from being disclosed to third parties who have no right to know them.

- 5.2. Suppliers who, in the performance of the contract, have knowledge of a drawing or model, know-how, method or invention belonging to the contracting authority or jointly to the contracting authority and the supplier, shall refrain from any communication concerning the drawing or model, know-how, method or invention to third parties, unless those elements are the subject of the contract.

6. PROTECTION OF PERSONAL DATA

6.1. Processing of personal data by the contracting authority

The contracting authority undertakes to process the personal data that are communicated to it in response to the call for the 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.

6.2. Processing of personal data by the supplier

Where during contract performance, the supplier 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 supplier 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 supplier will each be responsible, individually, for the processing.

7. INTELLECTUAL PROPERTY (ART. 19 TO 23)

- 7.1. The contracting authority **does not acquire** the intellectual property rights created, developed, or used during performance of the public contract.
- 7.2. Unless otherwise specified in the procurement documents and without prejudice to clause 7.1, when this public contract involves the creation, manufacture, or development of designs, logos, or similar works, the contracting authority acquires the intellectual property rights to these works. This includes the right to trademark, register, and protect them.
- 7.3. For any domain names created under this public contract, the contracting authority similarly acquires the right to register and protect them unless stated otherwise in the procurement documents.
- 7.4. As the contracting authority does not acquire the intellectual property rights, it shall obtain a patent license for the results protected by intellectual property law. This license must cover the modes of exploitation specified in the procurement documents.

SECTION (B) - FINANCIAL GUARANTEES

8. PERFORMANCE BOND (ART. 25 TO 33)

8.1 Scope and amount (Art. 25)

The performance bond is a requirement for this public contract and is set at **5%** of the total value where the amount exceeds 50,000 Euros excluding VAT. The resulting value will be rounded up to the nearest 10 euros.

8.2 Nature of the performance bond (Art. 26)

In accordance with the applicable legal and regulatory provisions, the performance bond may be provided in the form of cash, public funds, or a joint performance bond. It may also be issued as a surety bond by a credit institution meeting the requirements of the law governing credit institutions or by an insurance company approved for branch 15 (bonds) under the law governing insurance companies.

By way of derogation from Article 26 of the "GIR", the performance bond may be posted through an institution with 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 such an institution. The tenderer shall provide the name and address of this institution in the tender.

This derogation is intended to provide local tenderers with the opportunity to submit a tender, taking into account the specific requirements of the contract.

8.3 Deadline for submitting the performance bond (Art. 27)

The successful tenderer is required to provide proof of the posting of the performance bond within 30 calendar days from the conclusion of the procurement contract.

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

8.4 Posting of the performance bond (Art. 27)

The performance bond must be posted by the successful tenderer in one of the following ways:

- (a) Cash deposit: Deposit the amount in the account of the Deposit and Consignment Office ([Dutch](#) or [French](#) procedure to enter a deposit in e-DEPO) or of a public institution performing a similar function similar;
- (b) Public Funds: Deposit with the State cashier at the National Bank's headquarters in Brussels or one of its provincial branches, on behalf of the Deposit and Consignment Office or a similar public institution;
- (c) Joint surety: By the 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 similar public institution;
- (d) Guarantee: Provide the deed of undertaking of the credit institution or the insurance company.

8.5 Proof of deposit (Art. 27)

Proof of posting the performance bond must be provided as applicable by submission to the contracting authority of:

- (a) A deposit receipt from the Deposit and Consignment Office or a similar public institution;
- (b) A debit notice from the credit institution or insurance company;
- (c) An deposit certificate issued by the State Cashier or a similar public institution;
- (d) The original copy of the deed of joint surety stamped by the Depot and Consignment Office or by a similar public institution;
- (e) The original copy of the deed of undertaking issued by the credit institution or the insurance company 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 procurement contract and a reference to the procurement documents, as well as the name, first name and full address of the

service provider and, where relevant, that of the third party that made the deposit on the service provider's account, bearing the statement 'lender' or 'mandatory', as appropriate.

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

8.6 Release of bond

If the contracting authority confirms acceptance of the services, the bond shall be released, even if the service provider has made no such request. The whole of the bond will be released at once after acceptance of the entire contract.

SECTION (C) - THE PUBLIC CONTRACT DOCUMENTS

9. CONFORMITY OF PERFORMANCE (ART. 34)

The supplies must comply in all respects with the procurement documents. In the absence of specific technical specifications in the procurement documents, the performance of the contract must meet the highest standards of good practice in the relevant field.

SECTION (D) - CHANGES TO THE PUBLIC CONTRACT

10. REPLACEMENT OF THE SUPPLIER (ART. 38/3, °1)

10.1. Scope

The clause may be applied in case the supplier is unable to continue the performance of the contract due to termination of the contract (art. 61, 62 or 62/1, °2 of the "GIR") or after taking an ex officio measure (art. 47 of the "GIR").

10.2. Nature of the amendment

In derogation of art. 47, § 2, °3 of the "GIR", the contracting authority may, in all the above cases, immediately award a new contract to the subcontractor(s) of the supplier already involved in the performance of the contract or to the second-ranked tenderer, for all or part of the contract still to be performed, and this without initiating a new award procedure. This agreement will take the form of an amendment to the original contract to be concluded between the contracting authority and the new supplier.

10.3. Conditions under which this revision clause may be used

Provided that they meet the selection criteria and the exclusion grounds set out in this document, and if they can meet the initial conditions of the contract, the contracting authority may conclude a contract for account with the supplier's subcontractor(s) already involved in the performance of the contract. To this end, the contracting authority shall contact the subcontractor(s) or his (their) representative(s), asking whether he (they) can meet the original terms of the contract. If the subcontractor(s) cannot meet the original conditions, a contract for account may be concluded under amended conditions. Before concluding such an amended contract, the contracting authority shall check whether the new conditions are still more advantageous than those of the tenderer ranked second during the evaluation of the tenders under the original award procedure. If this is not the case, the contracting authority will conclude a contract for account as referred to in the paragraph below.

If the contracting authority is unable or unwilling to avail itself of the option mentioned in the preceding paragraph, a contract for account may be concluded with the tenderer who was ranked

second during the evaluation of the tenders under the original award procedure, provided that he meets the selection criteria and the exclusion grounds set out in this document. To this end, the contracting authority contacts the second-ranked tenderer or his representative to ask whether he agrees to maintain his bid. If that bidder agrees without reservation, the contracting authority proceeds to award and conclude the contract for account. If the tenderer in question does not agree to maintain the terms of his initial tender or if his modified tender does not remain the most economically advantageous on the basis of the evaluation of the tenders under the original award procedure (after exclusion of the initial supplier), the contracting authority shall address itself:

- (a) either successively, according to the ranking, to the other regular tenderers. In this case too, the contracting authority contacts the tenderer concerned or his representative to ask whether he agrees to maintain his tender. If that tenderer agrees without reservation, the contracting authority proceeds to award and conclude the contract for account ;
- (b) or simultaneously to all the other regular tenderers, asking them to revise their tender, on the basis of the initial terms of the contract, in order to award and conclude the contract on the basis of the tender that has become the most economically advantageous.

In any case, the contracting authority shall ensure that verification of the absence of grounds for exclusion and compliance with the selection criteria has taken place in an impartial and transparent manner, either in the context of the initial award procedure or at the time of the conclusion of the contract for account, so that no contract is awarded to a tenderer (or subcontractor) who should have been excluded or who does not meet the selection criteria. The minimum requirements of qualitative selection may, where appropriate, be adjusted in proportion to the remaining part of the contract if the contract for account is concluded only for part of the contract still to be performed.

The contract for account will be concluded by means of an amendment to the original contract, which will be signed by the contracting authority and the new supplier. If the contract has already been partially performed, this amendment will accurately mention all parts of the contract that still need to be performed. The amendment shall also mention all the changed conditions compared to the original tender of the initial supplier, and compared to the original tender of the new supplier. If necessary, the amendment shall state the method of application of the original conditions to the remaining part of the contract. All other conditions stated in the contract documents (the tender specifications and the original tender of the initial or new supplier), shall continue to apply unchanged.

If a contract for account is concluded, a copy of the amendment concerning the contract to be concluded shall be sent to the initial supplier by electronic transmission, in deviation from art. 47, § 3 (3) of the "GIR".

If, following the application of an ex officio measure (art. 47 of the "GIR"), the price of the new contract for account concluded is higher than that of the initial contract, the initial supplier shall bear the additional costs.

11. REVISION OF PRICES (ART. 38/7)

Price revisions are not allowed under this contract.

12. INDEMNITIES FOR SUSPENSIONS ORDERED BY THE CONTRACTING AUTHORITY DURING CONTRACT PERFORMANCE (ART. 38/12)

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

- 12.3. When activities are suspended, based on this clause 12.3, the supplier is required to take all necessary precautions, at his expense, to protect the supplies already performed and the materials from potential damage caused by unfavourable weather conditions, theft or other malicious acts.
- 12.4. The supplier has a right to damages for suspensions ordered by the contracting authority when:
- (e) The suspension lasts in total longer than one twentieth of the performance period and at least ten working days or fifteen calendar days, depending on whether the performance period is expressed in working days or calendar days;
 - (f) The suspension is not due to unfavorable weather conditions or other circumstances beyond the contracting authority's control which, in the contracting authority's discretion, constitute an obstacle to the continued performance of the contract at that time;
 - (g) The suspension occurs during the contract's performance period.

13. UNFORESEEABLE CIRCUMSTANCES

- 13.1. As a general rule, the supplier is not entitled to request modifications to the contractual terms for circumstances unknown to the contracting authority.
- 13.2. A decision by the Belgian state to suspend cooperation with a partner country, or a decision of a government of a partner country to suspend cooperation with the Belgian state, constitutes an unforeseeable circumstance under this clause 13. In the event that the Belgian state or the partner country terminates or ceases activities, which implies therefore the financing of this public contract, Enabel will make reasonable efforts to negotiate a fair maximum compensation amount.

14. TAXATION HAVING AN EFFECT ON THE VALUE OF THE PUBLIC CONTRACT (ART. 38/8)

- 14.1. For this public contract, a price revision resulting from a change in taxation is possible if the case occurs in Belgium or in the country of performance concerned by this public contract and has an incidence on the value of the public contract.
- 14.2. Such price revision is only possible if both the following conditions apply:
- (f) The change entered into force after the tenth day preceding the deadline for submission of tenders, and
 - (g) Either directly, or indirectly by means of an index, such taxation is not included in the revision formula provided for in procurement documents in application of Article 38/7 of the "GIR".
- 14.3. In the event of an increase in charges, the supplier must prove that it has actually borne the additional charges it has claimed and that they are related to the performance of the contract.
- In case of a reduction, there is no revision if the supplier proves that he paid the charges at the old rate.

15. TERMS OF INTRODUCTION (ART. 38/14 TO 38/17)

- 15.1. The contracting authority or the supplier who wishes to rely on one of the review clauses, as referred to in Articles 38/9 to 38/12 of the "GIR", must give written notice of the facts or circumstances invoked on which it relies within 30 days, either after they occurred or after the date on which the contracting authority or the supplier should normally have known about them.
- 15.2. The supplier may only invoke the application of one of these review clauses if it succinctly discloses the influence of the facts or circumstances invoked on the course and cost of the

contract to the contracting authority within the period mentioned under clause 15.1, regardless of whether the contracting authority is aware of the facts or circumstances.

SECTION (F) - PERFORMANCE MODALITIES

16. PLACE OF PERFORMANCE (ART. 118)

The supplies must be delivered during working days and hours (Monday – Friday starting from 8:30 am to 5:00 pm) to the locations indicated below:

Name of Hospital	Location	Distance from Kampala (Approximated in Km)
KIDA hospital	Fort Portal, Kabarole district	326 km
Kagando hospital	Kisinga, Kasese district	470 km

17. 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 the “GIR”.

SECTION (G) - MEANS OF ACTION

18. FAILURE OF PERFORMANCE (ART. 44)

18.1. The supplier shall be considered in breach of this public contract under the following circumstances:

- (a) When contract performance is not carried out in accordance with the conditions specified in the procurement documents;
- (b) When, at any time, contract performance has not progressed in such a way that it can be fully completed on the due dates;
- (c) When the supplier fails to comply with written orders issued in due form by the contracting authority.

Any failure to comply with the provisions of the public contract, including the non-compliance with orders from the contracting authority, will be documented in a report ('process verbal'). A copy of this report will be sent immediately to the supplier either by registered post or e-mail (with proof of the exact dispatch date).

18.2. The supplier must address the defects without delay. He may assert his right of defence, either by registered post or e-mail (with proof of the exact dispatch date), addressed to the contracting authority within fifteen days from the date of dispatch of the report (process verbal). Silence on his part after this period shall be deemed as acknowledgement of the reported facts.

18.3. Any defects that can be attributed to the supplier may result in the application of one or more measures as provided in Articles 45 to 49, 123 and 124 of the “GIR”.

19. FINES FOR DELAY (ART. 46 AND 123)

- 19.1. Fines for delay differ from penalties referred to in Article 45 of the “GIR”. 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.
- 19.2. Fines for delay are calculated, according to Article 123 of the “GIR”, at a rate of **0.1%** per day of delay, with a **maximum of 7.5%**, of the value of the supplies that were delivered with the same delay.
- 19.3. If the execution deadline is an award criterion, the penalty rate may increase to a **maximum of 10%**, depending on the weight assigned to this criterion in the tender specifications.
- 19.4. Without prejudice to the application of these fines, the supplier shall indemnify the contracting authority where appropriate against any damages owed to third parties on account of its delay in performing the contract.

20. MEASURES AS OF RIGHT (ART. 47 AND 124)

- 20.1. When, upon the expiration of the deadline specified in Article 44, § 2 of the “GIR”, to present justifications, the supplier has remained inactive or has submitted justifications deemed insufficient by the contracting authority, the latter may invoke the measures as of right outlined in clause 20.2. However, the contracting authority may apply these measures before the expiration of the aforementioned term when the supplier has explicitly acknowledged the identified shortcomings.
- 20.2. The measures as of right are:
 - (a) 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;
 - (b) Completion of all or part of the unfulfilled contract by the contracting authority itself;
 - (c) 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 outlined in points (a), (b), and (c) will be executed at the expense, risk, and peril of the defaulting supplier. However, any fines or penalties imposed during the performance of a replacement contract will be borne by the new supplier.

SECTION (H) - END OF THE PUBLIC CONTRACT

21. ACCEPTANCE OF THE PRODUCTS DELIVERED (ART. 64, 120 AND 128-131)

- 21.1. The contracting authority checks the deliveries at the place of delivery. The supplies will not be accepted until after having satisfied the inspections, technical acceptance operations and prescribed tests. Any damage shall be recorded. The result of this inspection and the exact date of arrival of the deliveries shall be recorded in a report or, where applicable, on the delivery note or invoice referred to in Article 118, § 2 of the “GIR”.
- 21.2. Upon expiry of the thirty-day period starting from delivery, as appropriate, a report of provisional acceptance or refusal of acceptance will be drawn up.
- 21.3. In this contract, provisional acceptance is carried out as follows: Double provisional acceptance will be applied, consisting of partial acceptance at the place of manufacture and full acceptance at the place of delivery. Partial acceptance at the place of manufacture requires a written request from the supplier to the contracting authority. A 30-day period applies for the contracting authority

to notify the supplier of its acceptance or rejection, starting from the date the request is received. The period available to the contracting authority to notify its decision is increased by the number of days necessary for the outward and return journey of the accepting officials.

22. GUARANTEE PERIOD (ART. 65 AND 134)

The warranty period commences on the date on which provisional acceptance is given. It lasts for the duration mentioned in the technical specifications for each equipment.

23. FINAL ACCEPTANCE (ART. 135)

- 23.1. Final Acceptance occurs upon expiry of the warranty period. It is implicit when the delivery has not led to any claims during said period.
- 23.2. If delivery has led to complaints during the warranty period, a report of final acceptance or refusal of acceptance will be issued within 15 days prior to the expiry of said period.

24. INVOICING AND PAYMENT (ART. 66-72 AND 127)

- 24.1. 100% shall be paid to the contractor after delivery and acceptance of the supplies to the hospitals.
- 24.2. The contracting authority shall verify and pay the amount due to the supplier within a processing period of thirty days from delivery, provided that the contracting authority is in possession of the duly established invoice.
- 24.3. Only deliveries that have been performed correctly may be invoiced. The invoice must be issued in **euro**.
- 24.4. If delivery takes place in several instalments, the processing period shall commence on the date of delivery for each partial delivery.
- 24.5. The supplier sends (one copy only of) the invoices and the contract acceptance report (original copy) to the following address: jacqueline.akello@enabel.be .

25. ADVANCE PAYMENTS

- 25.1. Notwithstanding clause 24.2 and in accordance with Articles 12/1 to 5 of the Law of 17 June 2016 on public procurement, inserted by the Law of 22 December 2023 amending the regulations on public procurement in order to promote SMEs' access to these contracts, an advance of 15 per cent of the reference value may be granted to the supplier.
- 1.6. The advance is calculated on the basis of the reference value of the public contract, i.e.:
 - (a) If the duration of the public contract is equal to or less than 12 months, the reference value is equal to the initial value of the public contract, all taxes included;
 - (b) If the duration of the public contract is greater than 12 months, the reference value is an amount equal to 12 times the initial value of the public contract, including taxes, divided by the duration of the contract expressed in months;
 - (c) In the case of an open-ended public contract, the reference value is the value per month of the public contract multiplied by 12.

For the calculation of the initial value of the contract, neither conditional blocks nor renewals shall be taken into account.

25.2. No advance is granted before:

- (a) Notification of the conclusion of the public contract;
- (b) A written dated demand submitted to the contracting authority;
- (c) A financial guarantee for the full amount of the advance is provided. The guarantee will only be released when the amount of the advance has been fully covered by the performance of the public contract and has been the subject of invoices approved by the contracting authority. This financial guarantee must enable the contracting authority to obtain reimbursement of the advance it has paid in the event of total or partial non-performance of the public contract.

25.3. Payment of the advance may be suspended if it is found that the supplier does not comply with his contractual obligations or if they contravene the provisions of Article 7 of the Law of 17 June 2016 on public procurement.

25.4. The advance granted is charged to the amounts owed to the supplier, as follows: The first half of the advance payment shall be offset against the sums due to the supplier when the value of the supplies performed reaches 30 per cent of the original order amount and the second half of the advance shall be offset against the sums due to the supplier when the value of the supplies performed reaches 60 per cent of the original order amount.

5 TECHNICAL SPECIFICATIONS

5.1 REQUIREMENTS FOR THE SUPPLIES

The supplies must be new and guaranteed of origin. They must be free of any flaw or defect that could harm their appearance and proper functioning. They shall confirm to the technical specifications here under;

No.	Items description
1.	Cart-based digital color doppler ultrasound system; • Brand new and unused • Fully digital architecture • Suitable for routine and specialized diagnostic ultrasound examinations • Complete with all accessories required for immediate clinical use • Capable of integration with hospital information systems and PACS where applicable Clinical Applications The system shall support examinations in: • Obstetrics • Gynecology • Abdomen • Cardiology • Peripheral Vascular • Small Parts • Musculoskeletal Imaging • Urology • Pediatrics • Transvaginal Imaging • General Imaging Applications Imaging Modes The system shall support: Basic Imaging Modes • B-Mode • M-Mode Doppler Modes • Color Flow Doppler (CFM) • Power Doppler Imaging (PDI) • Directional Power Doppler • Pulsed Wave Doppler (PW)

- Continuous Wave Doppler (CW)

Advanced Imaging Modes

- Tissue Harmonic Imaging
- Compound Imaging
- Anatomical M-Mode
- Tissue Doppler Imaging (optional)
- Triplex Imaging
- Panoramic Imaging
- Needle Enhancement Technology

Imaging Technology

The system shall incorporate advanced digital imaging technologies including:

- Digital beamforming
- Dynamic focusing
- Dynamic aperture control
- Adaptive image optimization
- Speckle reduction imaging
- Tissue harmonic imaging
- Spatial compound imaging
- Multi-beam processing
- Automatic image optimization

No proprietary imaging technologies shall be mandatory.

Physical Requirements

Parameter	Minimum Requirement
Configuration	Mobile cart-based system
Monitor	Minimum 21-inch high-resolution medical-grade display
Touch Screen	Minimum 10-inch touch-screen interface
Probe Ports	Minimum four active probe ports
Mobility	Lockable medical-grade casters
Control Panel	Ergonomic and height adjustable
Keyboard	Alphanumeric keyboard
Integrated Battery	Optional but preferred

System Performance

Parameter	Requirement
Gray Scale	Minimum 256 levels
Scan Depth	Minimum 30 cm

Real-time Imaging	Required
Dynamic Range	Adjustable
Time Gain Compensation (TGC)	Adjustable
Image Zoom	Real-time zoom capability
Multi-focus Imaging	Required
Image Rotation	Required
Cine Memory	Required

Measurement and Analysis Packages

The system shall include:

General Measurement Package

- Distance
- Area
- Circumference
- Volume
- Velocity

Clinical Packages

- Obstetrics
- Gynecology
- Vascular
- Cardiology
- Abdomen
- Urology
- Small Parts
- Pediatrics

The system shall support:

- Fetal growth calculations
- Gestational age assessment
- Cardiac calculations
- Vascular measurements

Reporting Functions

The system shall support:

- Customizable reports
- Image insertion into reports
- Report preview
- PDF export

- Electronic archiving
- Structured clinical reporting

Data Storage and Management

Parameter	Requirement
Internal Storage	Minimum 500 GB
USB Ports	Minimum 4
Data Export	USB and Network Export
Image Formats	JPEG, BMP, TIFF or equivalent
Cine Formats	AVI or equivalent
Report Formats	PDF, HTML, TXT

The system shall permit:

- Patient database management
- Patient search and retrieval
- Image archiving
- Data backup
- Data export

Connectivity

The system shall provide:

- USB connectivity
- Ethernet connectivity
- Wireless networking capability
- HDMI or equivalent digital video output
- Audio output

The bidder shall clearly indicate all available connectivity interfaces.

DICOM Requirements

The system shall support DICOM 3.0 including:

- DICOM Storage
- DICOM Worklist
- DICOM Print
- DICOM Query/Retrieve
- DICOM Structured Reporting
- DICOM Storage Commitment
- MPPS

Standard Probe Configuration

The system shall be supplied with:

Convex Probe

- Frequency range approximately 2–7 MHz
- Suitable for abdominal and obstetric imaging

Linear Probe

- Frequency range approximately 4–16 MHz
- Suitable for vascular, small parts and musculoskeletal imaging

Phased Array/Cardiac Probe

- Frequency range approximately 1–6 MHz
- Suitable for adult cardiac examinations

Endo cavitory (Transvaginal) Probe

- Frequency range approximately 4–12 MHz
- Suitable for gynecological and obstetric examinations

Accessories

The system shall be supplied with:

- Mobile cart
- Compatible medical-grade printer
- Thermal printing capability
- Power cables
- User manuals
- Service manuals
- Ultrasound gel starter kit
- Necessary connection cables

Optional accessories may include:

- Foot switch
- Barcode scanner
- DVD writer
- Additional storage devices
- Extended battery pack

Electrical Requirements

Parameter	Requirement
Input Voltage	100–240 VAC
Frequency	50/60 Hz
Power Protection	Compatible with medical-grade UPS

The supplier shall provide:

- UPS rated not less than 2 kVA.
- Minimum backup duration of 30 minutes.

	Safety and Regulatory Compliance The equipment shall comply with: • IEC 60601-1 • IEC 60601-1-2 • IEC 60601-2-37 or equivalent internationally recognized standards. Documentary evidence shall be provided. Warranty and After-Sales Support • Minimum 24 months comprehensive warranty. • Preventive maintenance at least twice annually during warranty. • Availability of spare parts for a minimum of 7 years. • Local technical support within Uganda. • Service response time not exceeding 48 hours.
2.	Fully automated clinical chemistry analyser; General Requirements The analyzer shall be: • Fully automated • Random access • Bench-top type • Brand new and unused • Latest model in current production • Suitable for medium-volume laboratory workload • Supplied complete with all accessories and consumables required for immediate operation Analytical Performance The analyzer shall provide: • Minimum throughput of 180 photometric tests per hour • Automatic rerun functionality • STAT sample processing • Automatic sample dilution • Automatic calibration • Continuous sample processing capability Test Menu The analyzer shall perform, at minimum: • Routine chemistry • Liver function

- Lipid profile
- Additional assay sample management
- Reagent system and quality control

Routine Chemistry

- Glucose
- Urea
- Creatinine
- Uric Acid
- Total Protein
- Albumin

Liver Function Tests

- ALT
- AST
- ALP
- GGT
- Total Bilirubin
- Direct Bilirubin

Lipid Profile

- Total Cholesterol
- HDL Cholesterol
- LDL Cholesterol
- Triglycerides

Additional Assays

- Calcium
- Phosphorus
- Magnesium
- C-Reactive Protein (CRP)

The analyzer shall support electrolyte analysis through integrated or compatible external ISE system.

Sample Management

The analyzer shall provide:

- Minimum 40 sample positions
- Primary tube sampling
- Sample level detection
- Sample identification system
- Continuous loading capability

Reagent System

The analyzer shall provide:

- Minimum 25 reagent positions
- Refrigerated reagent compartment
- Reagent inventory monitoring
- Reagent level monitoring
- Reagent expiry monitoring

Quality Control

The analyzer shall provide:

- Internal Quality Control (IQC)
- Calibration management
- Levy-Jennings charts
- QC result storage
- Historical data review

Connectivity

The analyzer shall support:

- USB connectivity
- Ethernet connectivity
- LIS connectivity
- Data backup functions

Power Requirements

- 220–240 VAC
- 50 Hz

UPS

One online UPS shall be supplied:

- Minimum 1 kVA
- Pure sine-wave output
- Surge protection
- Voltage regulation
- Minimum 20-minute backup

Accessories

Supply shall include:

- Computer workstation
- LCD monitor
- Keyboard and mouse
- Online UPS
- Starter reagents

	• Calibrators • Quality control materials • Waste containers • User manuals • Service manuals Warranty Minimum 24 months comprehensive warranty.
3.	Laryngoscope set with blades; The equipment shall be suitable for adult, pediatric, infant, and neonatal airway management. Construction and Design The laryngoscope shall: • Be manufactured from high-quality medical-grade stainless steel. • Be corrosion-resistant. • Be designed for repeated sterilization and routine clinical use. • Have smooth atraumatic surfaces. • Be resistant to commonly used hospital disinfectants and sterilization processes. • Be suitable for use in anesthesia, emergency medicine, intensive care, pediatrics, neonatology, and obstetrics. Handle The set shall include one adult-size laryngoscope handle. The handle shall: • Be manufactured from stainless steel. • Have a knurled, non-slip grip. • Be compatible with all supplied blades. • Incorporate a secure blade locking mechanism. • Be waterproof or splash resistant. • Be powered by rechargeable batteries or standard replaceable batteries. • Provide reliable electrical contact with all supplied blades. Rechargeable systems are preferred. Illumination System The laryngoscope shall be equipped with: • High-intensity LED illumination (preferred) or equivalent technology. • Bright white, shadow-free light. • Distal tip illumination for optimal visualization of the airway. • Long-life light source with low maintenance requirements. Blade Set and Clinical Applications The laryngoscope set shall include a complete set of reusable and fully autoclavable stainless-steel blades comprising: Macintosh Blade Size 2 • Approximate blade length: 90–95 mm. • Suitable for older children, adolescents, and small adults. • Intended for routine endotracheal intubation in pediatric and small adult patients. Macintosh Blade Size 3 • Approximate blade length: 130–135 mm. • Standard adult blade. • Suitable for most adult intubation procedures.

- Recommended for operating theatres, emergency departments, and intensive care units.

Macintosh Blade Size 4

- Approximate blade length: 155–160 mm.
- Suitable for large adults and difficult airway management.
- Commonly used in emergency, trauma, anesthesia, and critical care settings.

Miller Blade Size 0

- Approximate blade length: 50–65 mm.
- Suitable for neonates and premature infants.
- Designed to facilitate direct elevation of the epiglottis during neonatal intubation.

Miller Blade Size 1

- Approximate blade length: 75–105 mm.
- Suitable for infants and young pediatric patients.
- Intended for neonatal, pediatric, emergency, and anesthesia procedures.

All blades shall:

- Be manufactured from high-quality medical-grade stainless steel.
- Be fully compatible with the supplied handle.
- Be reusable and fully autoclavable.
- Be corrosion resistant.
- Have smooth, atraumatic edges.
- Incorporate high-quality illumination pathways.
- Provide secure attachment to the handle.

Sterilization Requirements

The handle and blades shall:

- Be compatible with steam sterilization (autoclaving).
- Withstand repeated sterilization cycles without deterioration.
- Be compatible with standard hospital disinfection agents.
- Maintain functionality after repeated cleaning and sterilization.

Accessories

The supplier shall provide:

- One complete laryngoscope handle.
- Macintosh blades Sizes 2, 3, and 4.
- Miller blades Sizes 0 and 1.
- Durable carrying/storage case.
- Spare batteries or charging unit where applicable.
- User manual.
- Cleaning and maintenance instructions.

Regulatory and Quality Requirements

The manufacturer shall be certified to:

- ISO 13485 Quality Management System for Medical Devices.

The equipment shall comply with:

- CE certification and/or FDA approval.
- Applicable IEC safety standards.
- Applicable national regulatory requirements.

Documentary evidence of compliance shall be provided during bidding.

Warranty and After-Sales Support

	The supplier shall provide a minimum warranty period of one (1) year covering: • Laryngoscope handle. • Illumination system. • Manufacturing defects. • Spare parts. • Labour and technical support.										
4.	Electric suction device (mobile); Purpose of Use Used for aspiration and removal of body fluids, secretions, blood, mucus, pus, and other materials from patient airways and body cavities during clinical and surgical procedures. General Description Mobile electrically operated suction apparatus mounted on castors for easy transportation and use within healthcare facilities. Composition (Per Set) Main Unit • Electric suction machine complete with collection system. Standard Accessories • Complete accessory kit for immediate operation. Technical Specifications Suction Performance <table border="1"> <thead> <tr> <th>Parameter</th><th>Requirement</th></tr> </thead> <tbody> <tr> <td>Flow Rate</td><td>Minimum 40 L/min</td></tr> <tr> <td>Maximum Vacuum Pressure</td><td>Not less than 650 mmHg</td></tr> <tr> <td>Vacuum Regulation</td><td>Adjustable vacuum control</td></tr> <tr> <td>Vacuum Gauge</td><td>Clearly visible and calibrated in mmHg and/or kPa</td></tr> </tbody> </table> Collection System • Twin autoclavable collection of bottles. • Minimum total collection capacity of 600 ml. • Overflow protection mechanism. • Leak-proof collection system. Safety Features • Overflow protection. • Anti-bacterial/anti-viral filter. • Motor protection system. • Automatic shut-off mechanism in overflow conditions.	Parameter	Requirement	Flow Rate	Minimum 40 L/min	Maximum Vacuum Pressure	Not less than 650 mmHg	Vacuum Regulation	Adjustable vacuum control	Vacuum Gauge	Clearly visible and calibrated in mmHg and/or kPa
Parameter	Requirement										
Flow Rate	Minimum 40 L/min										
Maximum Vacuum Pressure	Not less than 650 mmHg										
Vacuum Regulation	Adjustable vacuum control										
Vacuum Gauge	Clearly visible and calibrated in mmHg and/or kPa										

	Mobility • Mounted on medical-grade swivel castors. • Minimum two lockable castors. • Stable base design. Operation • Electric operation. • Foot-operated control preferred. • Easy-to-clean surfaces. Noise Level • Maximum 60 dB during operation. Electrical Requirements • Input voltage: 100–240 VAC. • Frequency: 50/60 Hz. • Suitable for local power supply conditions. Standard Accessories • Power cable. • Patient suction tubing. • Connection tubing. • Filters. • User manual. Recommended Spare Parts • Collection bottles. • Filters. • Vacuum gauge. • Control valve assembly. • Tubing connectors. • Non-return valves. Standards and Certifications • ISO 10079-1 or equivalent. • IEC 60601-1. • CE Mark, FDA approval, or equivalent internationally recognized certification. Warranty • Minimum 24 months comprehensive warranty.
5.	Height adjustable examination couch; Purpose of Use To provide a safe and comfortable platform for patient examination, assessment, and minor procedures.

General Description

Height-adjustable examination couch with adjustable backrest and mobile castors.

Technical Specifications**Construction**

- Two-section examination couch.
- Adjustable headrest section.
- Heavy-duty steel or aluminum frame.
- Corrosion-resistant finish.

Dimensions

Parameter	Requirement
Length	180–200 cm
Width	55–70 cm
Height Adjustment Range	60–85 cm

Backrest

- Adjustable through multiple positions.
- Ratchet or equivalent mechanism.

Mattress

- High-density foam mattress.
- Minimum thickness is 50 mm.
- Removable and washable cover.
- Fluid-resistant and antimicrobial covering preferred.

Mobility

- Castors fitted.
- Minimum two lockable castors.

Load Capacity

- Safe working load is not less than 160 kg.

Finish

- Smooth surfaces.
- Corrosion-resistant.
- Easy to clean and disinfect.

Standards

- ISO 9001 or equivalent.
- CE Mark or equivalent certification.

Warranty

	• Minimum 24 months.
6.	Mayo instrument trolley; Purpose of Use Used to hold sterile instruments and supplies during surgical and clinical procedures. General Description Height-adjustable Mayo trolley with removable stainless-steel tray. Technical Specifications Construction • Heavy-duty stainless steel or aluminum construction. • Corrosion-resistant finish. Tray • Removable instrument tray. • Stainless steel construction. • Minimum tray size approximately 600 mm × 400 mm or equivalent. Height Adjustment • Adjustable height mechanism. • Stable and secure operation. Mobility • Mounted on heavy-duty swivel castors. • Minimum three castors. • Smooth movement. Materials • Stainless Steel Grade 304 or equivalent. • Well-polished finish. Standards • CE Mark or equivalent certification. Warranty • Minimum 12 months.
7.	Instrument trolley; Purpose of Use Used for transportation and temporary storage of instruments and medical supplies.

	General Description Mobile stainless-steel trolley with two shelves and swivel castors. Technical Specifications Construction - Seamless tubular or square stainless-steel frame. - Mobile design. Shelves - Two fixed shelves. - Raised guard rails on at least three sides. Dimensions <table border="1" data-bbox="280 763 1011 940"> <thead> <tr> <th>Parameter</th><th>Requirement</th></tr> </thead> <tbody> <tr> <td>Length</td><td>700–850 mm</td></tr> <tr> <td>Width</td><td>450–550 mm</td></tr> <tr> <td>Height</td><td>850–1000 mm</td></tr> </tbody> </table> Mobility - Four Swivel Castors. - Minimum two lockable castors. - Castor diameter is not less than 75 mm. Load Capacity - Minimum 50 kg. Material - Stainless Steel Grade 304 or equivalent. Standards - CE Mark or equivalent certification. Warranty - Minimum 12 months.	Parameter	Requirement	Length	700–850 mm	Width	450–550 mm	Height	850–1000 mm
Parameter	Requirement								
Length	700–850 mm								
Width	450–550 mm								
Height	850–1000 mm								
8.	Flexible/adjustable LED examination lamp; Purpose of Use To provide focused illumination for patient examination, minor procedures, and clinical assessments. Technical Specifications								

Light Source

- High-efficiency LED technology.
- Service life not less than 50,000 hours.

Light Output

Parameter	Requirement
Illuminance	Minimum 40,000 lux at working distance
Color Temperature	4,000 K – 5,500 K
Color Rendering Index (CRI)	≥90
Light Field Diameter	120–200 mm

Brightness Control

- Adjustable intensity.
- Continuous or multi-step adjustment.

Lamp Head

- Cool-light technology.
- Low heat generation.
- Multi-directional positioning.

Arm Assembly

- Flexible gooseneck or articulated arm.
- Minimum reach 60 cm.
- Stable positioning.

Mounting Options

- Mobile floor stand, wall-mounted, or ceiling-mounted as specified by purchaser.

Mobile Base

- Five-leg stable base.
- Anti-tip design.

Castors

- Medical-grade swivel castors.
- Lockable.

Height Adjustment

- Adjustable working height.

Construction

- Powder-coated steel, aluminum or equivalent medical-grade materials.
- Impact-resistant housing.

	Cleaning and Disinfection - Resistant to standard hospital disinfectants. Noise - Silent operation preferred. Electrical Requirements 220–240 VAC. 50/60 Hz. - Power consumption ≤30 W. Ingress Protection - Minimum IP20 or manufacturer equivalent. Safety Standards - IEC 60601-1. - IEC 60601-1-2. - IEC 62471 (where applicable). - CE Mark, FDA approval, or equivalent internationally recognized certification. Accessories - User manual. - Power cable. - Mounting hardware. - Spare fuse(s) where applicable. Warranty - Minimum 24 months comprehensive warranty.
9.	Portable point of care haemoglobin analyser; General Description Portable, hand-held haemoglobin analyzer designed for rapid quantitative measurement of haemoglobin concentration in capillary, venous, or arterial whole blood at the point of care. Product Specifications - Portable, automated point-of-care device for haemoglobin testing. - Measurement principle: Optical photometric technology utilizing dual-wavelength absorbance with automatic compensation for sample turbidity and interfering substances. - Direct digital readout from a disposable test cuvette or cartridge. - Removable sample holder or measuring chamber for easy cleaning and maintenance. - Factory calibrated with built-in self-diagnostic and quality control functions. - No routine user calibration required.

	• Sample volume: Approximately 5–10 µL of whole blood. • Compatible with capillary, venous, and arterial blood samples. • Disposable single-use cuvettes/cartridges with capillary filling mechanism. • Measuring range: At least 0–25 g/dL haemoglobin or equivalent. • Measurement units selectable in g/dL and/or mmol/L. • Analysis time: Not more than 30 seconds per test. • Digital display showing test results, system status, error messages, and battery status. • User-friendly interface with intuitive icons or symbols suitable for multilingual use. • Data connectivity via computer and/or printer interface (e.g., USB, serial port, or equivalent). • Internal memory for storage of test results. • Power supply: AC mains power (220–240 V, 50/60 Hz) and/or replaceable or rechargeable batteries. • Battery operation capable of supporting extended field use. Standard Accessories and Consumables The unit shall be supplied complete with the following: • 1 × Portable haemoglobin analyzer. • Disposable test cuvettes/cartridges sufficient for a minimum of 200 tests. • Sterile single-use safety lancets (minimum 200 pieces). • Cleaning kit and maintenance accessories as recommended by the manufacturer. • Batteries (if applicable) and/or rechargeable battery pack. • AC power adapter/charger. • Protective storage and transport carrying case. • Illustrated quick-reference guide and instructions for use. • Comprehensive operator/service manual in English. • All necessary cables, connectors, and accessories are required for normal operation. Regulatory and Quality Requirements • CE Marked, FDA-approved, or equivalent internationally recognized regulatory approval. • Manufactured under ISO 13485-certified quality management system. • Supplied with manufacturer's warranty of not less than 12 months. • Availability of local technical support, spare parts, and consumables.
10.	Digital portable color doppler ultrasound system; General Requirements The supplier shall supply, deliver, install, commission, test, and provide comprehensive user and maintenance training for a Digital Portable Color Doppler Ultrasound System suitable for: • Antenatal Care (ANC) Clinics

- Labour and Delivery Wards
- Maternity Units
- Emergency Departments
- Outpatient Departments (OPD)
- General Imaging Applications

The system shall be:

- Portable and compact in design
- Easily movable between clinical areas
- Battery operable for use during power interruptions
- Suitable for routine obstetric, gynecological, abdominal, vascular, cardiac, and general imaging examinations
- Compliant with applicable international safety and quality standards

Physical Characteristics

Parameter	Minimum Requirement
Design	Portable ultrasound system
Weight	Not more than 10 kg including battery
Display Monitor	Minimum 15-inch high-resolution LCD/LED monitor
Monitor Functions	Tiltable and adjustable for optimal viewing
Active Probe Ports	Minimum 2 active ports
Keyboard	Alphanumeric keyboard with programmable keys
Control Panel	User-friendly and ergonomic

Imaging Technologies

The system shall incorporate advanced digital ultrasound imaging technologies including:

- Fully digital beamforming technology
- Dynamic focusing
- Dynamic aperture control
- Speckle reduction imaging
- Tissue harmonic imaging

- Spatial compounding imaging
- Adaptive image optimization
- Multi-beam processing technology
- Image enhancement technology
- Automatic image optimization

Imaging Modes

The system shall support:

Basic Modes

- B-Mode
- M-Mode

Doppler Modes

- Color Flow Doppler (CFM)
- Power Doppler Imaging (PDI)
- Directional Power Doppler
- Pulsed Wave Doppler (PW)

Advanced Modes

- Tissue Harmonic Imaging (THI)
- Compound Imaging
- Simultaneous Doppler and B-mode operation

Clinical Application Packages

The system shall include software packages for:

- Obstetrics
- Gynecology
- Abdomen
- Small Parts
- Vascular
- Urology
- Cardiology
- Pediatrics
- Musculoskeletal Imaging

The system shall include:

- Standard measurement and calculation packages
- Obstetric biometric calculations
- Fetal growth assessment tools
- Vascular measurement tools
- Cardiac calculation tools

Performance Requirements

Parameter	Minimum Requirement
Gray Scale	Minimum 256 levels
Imaging Depth	Minimum 30 cm
Frame Rate	Optimized for real-time imaging
Image Zoom	Real-time zoom capability
Dynamic Range	User adjustable
Time Gain Compensation (TGC)	Adjustable
Focus	Multiple selectable focal zones
Image Rotation	Available
Image Inversion	Available
Cine Memory	Available

Color Doppler Performance

The Color Doppler system shall provide:

- Adjustable color gain
- Adjustable color box size and position
- Adjustable Pulse Repetition Frequency (PRF)
- Adjustable wall filter
- Flow direction display
- Flow inversion capability
- Automatic optimization functions

Spectral Doppler Performance

The system shall provide:

- Pulsed Wave Doppler
- Spectral waveform analysis
- Automatic and manual tracing
- Velocity calculations
- Angle correction functionality
- Adjustable sample volume
- Adjustable baseline

Measurement and Reporting

The system shall provide:

General Measurements

- Distance

- Area
- Volume
- Circumference
- Velocity measurements

Obstetric Measurements

- BPD
- HC
- AC
- FL
- EFW
- Gestational Age
- Estimated Date of Delivery

Reporting

- Structured reporting capability
- Image annotation tools
- Patient database
- Printable reports

Data Storage and Connectivity

The system shall include:

Requirement	Minimum Specification
Internal Storage	Minimum 500 GB
USB Ports	Minimum 3
Data Export	JPEG, BMP, AVI, PDF or equivalent
Networking	Ethernet and/or Wireless Connectivity
DICOM	DICOM 3.0 compatible
PACS Connectivity	Required

Display Formats

The system shall support:

- Single image display
- Dual image display
- Quad image display
- Simultaneous B-mode and Doppler display

Scan Capabilities

The system shall support:

	• Convex Array Scanning • Linear Array Scanning • Phased Array Scanning • Endocavitary Scanning Standard Probe Configuration The system shall be supplied with: Convex Probe • Frequency range approximately 2–6 MHz • Suitable for abdominal and obstetric imaging Endocavitary (Transvaginal) Probe • Frequency range approximately 4–10 MHz • Suitable for gynecological and obstetric imaging Optional Probes The system should have provision for: • Linear Probe • Phased Array Cardiac Probe • Micro-convex Probe • Transrectal Probe Accessories The supplier shall provide: • Mobile trolley/cart • UPS, 2KVA;1800W • Ultrasound gel starter kit • User manuals • Service manuals • Power cable • Necessary connecting cables • Compatible medical-grade image printer (optional) Patient Data Management The system shall allow recording of: • Patient Name • Patient Identification Number • Date of Birth • Gender • Height • Weight
--	---

	• Obstetric Information where applicable The system shall allow: • Patient search and retrieval • Image archiving • Data backup • Data export DICOM and Network Communication The system shall support: • DICOM 3.0 • Storage Commitment • Worklist Management • PACS Integration • Image Transfer Functions Safety Requirements The equipment shall comply with: • IEC 60601-1 • IEC 60601-1-2 • IEC 60601-2-37 or equivalent recognized international standards. Certificates of conformity shall be provided. Environmental Requirements The system shall be capable of operating under: <table border="1"> <thead> <tr> <th>Parameter</th><th>Requirement</th></tr> </thead> <tbody> <tr> <td>Temperature</td><td>10°C – 40°C</td></tr> <tr> <td>Humidity</td><td>30% – 85%</td></tr> <tr> <td>Power Supply</td><td>100–240 VAC, 50/60 Hz</td></tr> <tr> <td>Battery Operation</td><td>Minimum 1-hour continuous use</td></tr> </tbody> </table> Warranty and After-Sales Support • Minimum 24 months comprehensive warranty. • Preventive maintenance visits during warranty period. • Local technical support availability. • Availability of spare parts for at least 7 years. • Response time for service calls not exceeding 48 hours.	Parameter	Requirement	Temperature	10°C – 40°C	Humidity	30% – 85%	Power Supply	100–240 VAC, 50/60 Hz	Battery Operation	Minimum 1-hour continuous use
Parameter	Requirement										
Temperature	10°C – 40°C										
Humidity	30% – 85%										
Power Supply	100–240 VAC, 50/60 Hz										
Battery Operation	Minimum 1-hour continuous use										
11.	Fully automated 5-part differential hematology analyzer; General Requirements										

The bidder shall supply, deliver, install, commission, test, and provide comprehensive user and maintenance training for one (1) Fully Automated 5-Part Differential Hematology Analyzer for routine diagnostic laboratory use.

The system shall be:

- Brand new and unused.
- Current model in production.
- Fully automated operation.
- Suitable for hospital and diagnostic laboratory use.
- Supplied complete with all accessories necessary for immediate operation.

The supplier shall provide:

- Delivery and installation.
- Commissioning and acceptance testing.
- User training.
- Biomedical engineering/technical maintenance training.
- Operator and service manuals.
- Start-up reagents and consumables.

Analytical Principles

The analyzer shall utilize internationally recognized methodologies for hematology analysis, including one or more of the following:

- Electrical impedance counting.
- Optical flow cytometry.
- Laser light scatter technology.
- Hydrodynamic focusing.
- Spectrophotometric hemoglobin measurement using cyanide-free methods.

Equivalent technologies shall be acceptable.

Test Parameters

The analyzer shall provide a minimum 5-part white blood cell differential and report at least the following parameters:

White Blood Cell Parameters

- WBC
- Lymphocyte % and Absolute Count
- Monocyte % and Absolute Count
- Neutrophil % and Absolute Count
- Eosinophil % and Absolute Count
- Basophil % and Absolute Count

Red Cell Parameters

- RBC
- HGB

- HCT
- MCV
- MCH
- MCHC
- RDW-CV
- RDW-SD

Platelet Parameters

- PLT
- MPV
- PDW

Additional Parameters

- NRBC (preferred)
- Immature Cell Parameters (preferred)
- Research Parameters (optional)

The analyzer shall provide not less than 20 reportable parameters.

Histograms and Scattergrams

The system shall generate:

- Histograms for WBC, RBC, and Platelets.
- Differential scattergrams for leukocyte analysis.
- Graphical display of analytical results.

Throughput

Parameter	Requirement
Throughput	Minimum 40 samples/hour

Sample Requirements

Parameter	Requirement
Sample Type	Whole blood, capillary blood and prediluted samples
Sample Aspiration Volume	≤ 25 µL preferred

Performance Requirements

The analyzer shall meet or exceed internationally acceptable performance standards.

Parameter	Suggested Requirement
-----------	-----------------------

WBC Precision	≤ 3%
RBC Precision	≤ 2%
HGB Precision	≤ 2%
PLT Precision	≤ 5%
Carryover	≤ 1%

Manufacturers shall provide documented performance validation data.

Reagent System

The analyzer shall operate using manufacturer-approved reagents.

Required reagent categories shall include:

- Diluent
- Lyse Reagent(s)
- Cleaner / Detergent
- Probe Cleanser (where applicable)

No proprietary reagent names shall be specified.

User Interface

Requirement	Minimum Specification
Display	Color LCD or Touch Screen
Screen Size	Minimum 8 inches
Interface	User-friendly graphical interface
Languages	English mandatory

Additional languages are desirable.

Data Management

The analyzer shall provide:

- Patient database management.
- Quality control management.
- Calibration records.
- Result review and storage.
- Search and retrieval functions.

Storage Capacity

- Minimum of 20,000 patient results with graphical information.

Connectivity

The system shall support:

- USB connectivity.
- Ethernet/LAN connectivity.

- LIS connectivity.
- HL7 compatibility or equivalent.
- Bidirectional communication capability.

Printing

The analyzer shall support:

- Thermal printers.
- Laser printers.
- Inkjet printers.
- User-configurable report formats.

The printer shall be supplied or quoted separately as specified in the bidding document.

Quality Control

The analyzer shall provide:

- Internal quality control monitoring.
- Levy-Jennings charts or equivalent.
- Westgard rule support or equivalent.
- Quality control data storage and review.

Electrical Requirements

Parameter	Requirement
Input Voltage	100 – 240 VAC, Top Plug BS
Frequency	50/60 Hz
Auto Voltage Regulation	Preferred

Environmental Conditions

Parameter	Requirement
Operating Temperature	10°C – 35°C
Relative Humidity	20% – 85%
Atmospheric Pressure	Suitable for laboratory operation environments

Accessories

The analyzer shall be supplied with:

- Startup reagents.
- Quality control materials.
- User manuals.
- Service manuals.
- Power cables.

	• Connection cables. • Waste container. • Sample aspiration accessories. Power Backup The supplier shall provide: • Online UPS. • Minimum capacity of 2 kVA. • Input voltage 220–240 VAC. • Minimum two grounded output sockets. • Minimum 30 minutes backup time at full load. Warranty and After-Sales Support • Minimum 24 months comprehensive warranty. • Preventive maintenance visits during warranty. • Availability of spare parts for at least 7 years. • Local technical support. • Response time not exceeding 48 hours.
12.	Patient stretcher/transport trolley; Purpose of Use For safe transport and temporary positioning of patients within healthcare facilities. General Description Patient transport trolley with adjustable backrest, safety rails and IV pole. Technical Specifications Construction • Heavy-duty welded frame. • Corrosion-resistant finish. • Stable carriage mounted on swivel castors. Patient Platform • Two-section patient platform. • Adjustable backrest. Side Rails • Foldable side rails on both sides. • Secure locking mechanism. IV Pole

	- Removable and height adjustable IV pole. Castors - Four swivel castors. - Minimum two lockable castors. - Anti-static wheels are preferred. Mattress - Fluid-resistant. - Antimicrobial. - Fire-retardant. - Easily cleaned and disinfected. Dimensions <table border="1"> <thead> <tr> <th>Parameter</th><th>Requirement</th></tr> </thead> <tbody> <tr> <td>Length</td><td>160–200 cm</td></tr> <tr> <td>Width</td><td>50–70 cm</td></tr> <tr> <td>Height</td><td>70–90 cm</td></tr> </tbody> </table> Load Capacity - Safe Working Load not less than 160 kg. Materials - Steel, aluminum or equivalent medical-grade materials. - Corrosion-resistant finish. Standards - ISO 13485. - CE Mark or equivalent certification. Warranty - Minimum 24 months.	Parameter	Requirement	Length	160–200 cm	Width	50–70 cm	Height	70–90 cm
Parameter	Requirement								
Length	160–200 cm								
Width	50–70 cm								
Height	70–90 cm								

Ancillary services

The contractor shall provide ancillary services such as delivery of the supplies to the hospitals, installation, testing, commissioning and training users.

On-site training for the users of the equipment shall cover the following areas:

Seq	Item description	Targeted users	Required training
1.	Cart-based digital color doppler ultrasound system	Clinical users	System operation
			Examination protocols
			Image optimisation
			Reporting procedures
			Data management

		Biomedical engineering staff	Preventive maintenance
			System configuration
			Trouble shooting
			Cleaning and disinfection
			Basic repairs and service procedures
2.	Fully automated clinical chemistry analyser	Clinical users	Routine operation
			Calibration
			Quality control
			Basic trouble shooting
			Routine maintenance
3.	Laryngoscope set with blades	Clinical users	Assembly and operation
			Blade selection and clinical application
			Airway management
			Cleaning and sterilisation
			Routine inspection
			Maintenance and trouble shooting
10.	Digital portable color doppler ultrasound system	Clinical users	System operation
			Probe handling
			Image optimisation
			Obstetric measurement
			Reporting and data management
11.	Fully automated 5-part differential haematology analyser	Clinical users	Daily operation
			Calibration
			Quality control
			Trouble shooting
			Results interpretation

Delivery schedule

The supplies shall be delivered as per the schedule below;

No.	Items description	Unit of measure	KIDA hospital	Kagando hospital	Total Quantity
1.	Cart-based digital color doppler ultrasound system	Set	1	0	1
2.	Fully automated clinical chemistry analyser	Set	1	0	1
3.	Laryngoscope set with blades	Set	1	0	1
4.	Electric suction device (mobile)	Set	1	0	1
5.	Height adjustable examination couch	Piece	1	0	1
6.	Mayo instrument trolley	Piece	1	0	1
7.	Instrument trolley	Piece	1	0	1
8.	Flexible adjustable LED examination lamp	Piece	1	0	1
9.	Portable point of care haemoglobin analyser	Set	1	0	1
10.	Digital portable color doppler ultrasound system	Set	0	1	1
11.	Automated 5-part differential hematology analyser	Set	0	1	1
12.	Patient stretcher/transport trolley	Piece	0	1	1

5.2 QUALIFICATIONS AND COMPETENCES OF EXPERT

The contractor shall be responsible to present a key expert that can cover technical users training for the equipment as per the order and shall demonstrate expertise to deliver it.

The expert shall include:

Technical Trainer

Mandatory requirements:

- Bachelor's degree in one of the following fields: Biomedical Engineering or related fields.
- Specialised/application training by the manufacturer of the proposed model of laboratory equipment.
- Should have demonstrated training by the manufacturer of the proposed model of ultrasound scan.
- At least 5 years of demonstrated practical experience in installation, testing of medical equipment, and training users.

6 OVERVIEW OF THE DOCUMENTS TO BE SUBMITTED

- (a) Identification of the tenderer (for each participant for tenders submitted by a group) (see clause 1 of chapter 7 Forms);
- (b) List of subcontractors (see clause 2 of chapter 7 Forms);
- (c) Tender form - Prices (clause 3 of chapter 7 Forms)
- (d) The declaration on honour – Exclusion grounds (for each participant for tenders submitted by a group) (see clause 4 of chapter 7 Forms);
- (e) All documents demanded in clause 16 of chapter 3 Award Procedure (award criteria);
- (f) A detail of the prices quoted, listing for each item the various elements that are included in the price and the applicable taxes;
- (g) The statutes and any other document required to establish the power of attorney of the signer(s) (for each participant for tenders submitted by a group);
- (h) Where the tender is submitted by a group of economic operators, the association agreement signed by each participant, clearly showing who represents the association.

1. IDENTIFICATION FORM



Identification form Natural person

This form must be completed, signed and accompanied by a legible photocopy of the identity document.

Please complete the form in CAPITAL LETTERS and LATIN LETTERS.

I. PERSONAL DATA	
FAMILY NAME(S) <i>As indicated on the official document.</i>	
FIRST NAME(S) <i>As indicated on the official document.</i>	
DATE OF BIRTH <i>DD MM YYYY</i>	
PLACE OF BIRTH <i>(town, village)</i>	
TYPE OF IDENTITY DOCUMENT <i>(identity card, passport, driving licence etc.)</i>	
ISSUING COUNTRY	
IDENTITY DOCUMENT NUMBER	
ADDRESS (permanent) <i>Street+ P.O. Box</i> <i>Postal code</i> <i>City, Region/Province</i> <i>Country</i>	
TELEPHONE NUMBER	
E-MAIL	
II. BUSINESS DATA	
PLEASE SPECIFY YOUR STATUS:	☐ Duly registered independent ☐ Unregistered self-employed (no official formalisation) ☐ other (please specify):
REGISTRATION NUMBER (if applicable)	
VAT NUMBER (if applicable)	

PLACE OF REGISTRATION (if applicable)	
COUNTRY	

Identification form Legal person

This form must be completed, signed and accompanied by a copy of the official documents (articles of association, trade register(s), extract from the publication in the official gazette or VAT registration) substantiating the information given.

Please complete the form in CAPITAL LETTERS and LATIN LETTERS.

PRIVATE/PUBLIC-LAW ENTITY WITH A LEGAL FORM

OFFICIAL NAME <i>As indicated on the official document.</i>	
COMMERCIAL NAME <i>(if different from official name)</i>	
ABBREVIATION <i>(if applicable)</i>	
LEGAL FORM	
TYPE OF ORGANISATION <i>(Delete as appropriate)</i>	- FOR PROFIT - NOT FOR PROFIT - NGO
PRINCIPAL REGISTRATION NUMBER	
SECONDARY REGISTRATION NUMBER <i>(if applicable)</i>	
PLACE OF REGISTRATION <i>City</i> <i>Country</i>	
DATE OF REGISTRATION <i>DD MM YYYY</i>	
VAT NUMBER	
ADDRESS OF REGISTERED OFFICE <i>Street+ P.O. Box</i> <i>Postal code</i> <i>City, Region/Province</i> <i>Country</i>	
TELEPHONE NUMBER	
E-MAIL	

Identification form Public actor - entity

This form must be completed, signed and accompanied by a copy of the official documents (law, resolution, trade register(s), official gazette, VAT registration etc) substantiating the information given.

Please complete the form in CAPITAL LETTERS and LATIN LETTERS.

OFFICIAL NAME <i>As indicated on the official document.</i>	
ABBREVIATION <i>(if applicable)</i>	
LEGAL FORM	
PRINCIPAL REGISTRATION NUMBER	
SECONDARY REGISTRATION NUMBER <i>(if applicable)</i>	
PLACE OF REGISTRATION <i>City</i> <i>Country</i>	
DATE OF REGISTRATION <i>DD MM YYYY</i>	
VAT NUMBER	
ADDRESS OF REGISTERED OFFICE <i>Street+ P.O. Box</i> <i>Postal code</i> <i>City, Region/Province</i> <i>Country</i>	
TELEPHONE NUMBER	
E-MAIL	

2. LIST OF SUBCONTRACTORS

I (we) declare that the share of the public contract to be subcontracted is as indicated below.

List of subcontractors planned to be engaged in the implementation of the contract			
Name and legal form	Address / Registered office	Object of engagement	Other entity within the meaning of paragraph 1er of Article 73 of the R.D. of 18 April 2017 (YES/NO)*

- 2.1. Any change of subcontractor compared to those indicated in the tender submitted will be submitted for approval to the contracting authority before intervention in contract performance, in particular in order to verify that the latter has the required capacity and does not subject to a reason for exclusion (Art. 73 – the Royal Decree of 18 April 2017 on the award of public contracts in the classical sectors; Art. 12-13 – Royal Decree of 14 January 2013 establishing the general rules for the execution of public contracts).

3. TENDER FORM - PRICES

Public supply contract for Supply and delivery of medical equipment items and sundries for KIDA hospital in Kabarole district and Kagando hospital in Kasese district

The 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.

No.	Items description	Unit of measure	Quantity	Unit Price in Euros exc. VAT	Total prices in Euros exc. VAT
1.	Cart-based digital colour doppler ultrasound system	Set	1		
2.	Fully automated clinical chemistry analyser	Set	1		
3.	Laryngoscope set with blades	Set	1		
4.	Electric suction device (mobile)	Set	1		
5.	Height adjustable examination couch	Piece	1		
6.	Mayo instrument trolley	Piece	1		
7.	Instrument trolley	Piece	1		
8.	Flexible adjustable LED examination lamp	Piece	1		
9.	Portable point of care haemoglobin analyser	Set	1		
10.	Digital portable colour doppler ultrasound system	Set	1		
11.	Automated 5-part differential hematology analyser	Set	1		
12.	Patient stretcher/transport trolley	Piece	1		
Total Amount in EUR exc. VAT					
VAT percentage (if applicable)					
This contract is subject to Ugandan withholding tax. For national entities 6% is deducted at payment for international entities 15% is deducted to the withholding tax regulations of Uganda					

Date:.....

By (Name of entity):.....

Represented by (Full name):.....

Signature of authorised representative:.....

4. DECLARATION ON HONOUR - EXCLUSION GROUNDS

Hereby, I / we, acting as legal representative(s) of above-mentioned tenderer/beneficiary/partner/co-contractor declare that the tenderer is not in any of the following cases of exclusion:

** Please tick the boxes to confirm each situation*

- ☐ **The counterparty or one of its directors has not been convicted by a final judicial decision of any of the following offenses:**
 - a. Participation in a criminal organization;
 - b. Corruption;
 - c. Fraud;
 - d. Terrorist offenses, offenses linked to terrorist activities or incitement to commit such offenses, complicity, or attempt;
 - e. Money laundering or terrorism financing;
 - f. Child labor and other forms of trafficking in human beings;
 - g. Employment of third-country nationals in illegal residence;
 - h. Creation of offshore companies.

- ☐ **The counterparty fulfills its obligations related to the payment of taxes, duties, and social security contributions for an amount exceeding €3,000, unless it can demonstrate that it holds one or more certain, due, and unencumbered claims against a contracting authority for at least the amount corresponding to the overdue tax or social debt.**

- ☐ **The counterparty is not in a state of bankruptcy, liquidation, cessation of activities, judicial reorganization, has not admitted bankruptcy, is not the subject of liquidation or judicial reorganization, or any analogous situation derived from similar procedures in other national regulations.**

- ☐ **The counterparty has not committed any serious professional misconduct that questions its integrity. Serious professional misconduct particularly includes:**
 - a. Breach of Enabel's policy on sexual exploitation and abuse;
 - b. Breach of Enabel's policy on fraud and corruption risk management;
 - c. Violation of local legislation concerning sexual harassment at work;
 - d. Serious false statements or use of false documents in providing information required for exclusion checks or selection criteria, or concealing information;
 - e. Evidence sufficient to conclude anti-competitive acts, agreements, or arrangements;

Regarding conflict of interest:

Please tick the applicable box

- ☐ The counterparty or its directors have no actual or potential conflict of interest, no real or potential business or family relationship, nor appear to have such, with any member of Enabel's Board, personnel, or others involved in tender preparation, selection, or contract execution.

or

- ☐ The counterparty informs Enabel of any actual, potential, or reasonably perceived conflict of interest that may affect or appear to affect impartiality in the procurement, granting, selection, or contract execution process.

➔ *A detailed description of any such conflicts, including nature and persons involved, will be annexed to this declaration.*

- ☐ **The counterparty has not committed any serious or persistent failures during the execution of a prior essential contractual obligation with another contracting authority resulting in measures, damages, or comparable sanctions.**
- ☐ **The counterparty attests that no restrictive measures have been taken against it related to international peace and security violations such as terrorism, human rights violations, destabilization of sovereign states, or proliferation of WMD.**
- ☐ **The counterparty does not appear on any sanction lists maintained by the United Nations, European Union and Belgium .**

I/we commit to promptly inform Enabel of any change in the above points, including sanctions or embargo measure adopted by the United Nations, the European Union and/or Belgium occurring after our signature of this Declaration.

Done at:		Date:	
By (Name of entity):		Represented by (Full name)	
Signature of authorised representative:			

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 above-mentioned 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:.....

Financial identification form

<u>BANKING DETAILS</u>	
ACCOUNT NAME ¹	
IBAN/ACCOUNT NUMBER ²	
CURRENCY	
BIC/SWIFT CODE	
BANK NAME	

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

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

SIGNATURE OF ACCOUNT HOLDER (Obligatory)	DATE (Obligatory)

¹ 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.

² Fill in the IBAN Code (International Bank Account Number) if it exists in the country where your bank is established.