Tender Specifications

Public contract for the supply, delivery, installation, testing, basic user and technical training and commissioning of medical equipment for health facilities in West Nile and Rwenzori regions.

Negotiated Procedure with Prior Publication
Reference number: UGA20003-10013

Navision code: UGA20003
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Tender Specifications reference number: UGA20003-10013
DEROGATIONS FROM THE GENERAL IMPLEMENTING RULES

Section 4, ‘Specific contractual and administrative conditions’ of these Tender Specifications (CSC/Cahier Spécial des Charges) holds the specific administrative and contractual provisions that apply to this public contract by way of derogation from the Royal Decree of 14 January 2013 or as a complement or an elaboration thereof.
1 Technical Specifications

1.1 Requirements for the goods

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

<table>
<thead>
<tr>
<th>S/N</th>
<th>Device Name</th>
<th>Oxygen Concentrator</th>
<th>UoM</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>General description</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>An oxygen concentrator is a device used to produce an enriched oxygen gas from atmospheric air; for use by people requiring medical oxygen due to low oxygen levels in their blood.</td>
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<tr>
<td></td>
<td></td>
<td>Compositio n (Per set):</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Main unit: 1No.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Standard accessories: 1 set</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Features/Performance Specificatio ns</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Main unit Oxygen concentrator capable of producing medical grade oxygen from atmospheric air. The unit should be mobile on castors and capable of supplying oxygen to two patients at a time. It should incorporate oxygen monitor facility complete with patient tubings.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Detailed Specifications</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Oxygen production technology: Pressure Swing Adsorption (PSA)</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Oxygen outlets: Dual flow complete with flow meter</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Oxygen flow rate: 2 – 10 LPM</td>
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<tr>
<td></td>
<td></td>
<td>• Oxygen concentration: 95%±5% at maximum flow range.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Oxygen purity: Medical grade, oil free oxygen, 95%±5% oxygen concentration at maximum flow rate.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Alarm system alert: Audible/Visible light alarm on low oxygen concentration and power failure.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Safety: Shutdown with power failure, high or low pressure and high temperature.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Dimensions (mm): Approx. 800(H) x 500(W) x 400(D)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Tender Specifications reference number: UGA20003-10013
• Power supply: 100 - 240VAC, 50Hz with an inbuilt suitable surge Protector.

### Standard Accessories
- Power supply cable: 1No. x 3m length with 3-pin top plug (British Standard)
- Nosal cannulas, packs of 10 adults and 10 paediatric
- Humidifier bottles, 150ml x 2No.
- Voltage Stabilizer with surge protection with 240VAC/50Hz output.

### Spare parts
- Air intake/gross particle bacterial filter: 1No. x Pack of 5Pcs
- Fine/final bacterial filter: 1No. x Pack of 5Pcs
- Fuses: Set of 100 pieces

### Consumables
- Oxygen tubings – standard sizes of 2.1Meter length each. 4 Adult and 4 Neonatal

### Standards and Certification
- CE Mark, ISO9001, ISO13485

### S/N | Device Name | Infusion Pump | UoM | Quantity
--- | --- | --- | --- | ---
1 | General item description | Device used in clinical settings to administer set amount of drug or fluid to a patient over a set duration of time including continuous infusion of very small amounts. | set | 12
2 | Composition (Per set): | | | 

#### Main unit
- Microprocessor controlled infusion pump with in-built battery.
- Flow rate: 0.1 to 999 ml/h or wider (in 1 ml/h increments)
- Flow rate accuracy: ±5% or better
- Volume increment limits range: 0.1-100ml, in 0.1 step.
- Keep vein open (KVO) rate: 1 to 5ml/h
- Syringe size range: 2 to 500ml

Tender Specifications reference number: UGA20003-10013
- Safety/Alarm: Door open, occlusion, Air in line, improper set loading, low battery charge.
- Anti-bolus system: Free flow protection, air-trapping capability, needle-less protection.
- Syringe size detection: equipped
- Self-check: Equipped
- Giving set: Compatible with available giving sets on the local market [bidder should consult with National Medical Stores (NMS)]
- Power supply: AC 100-240VAC/50Hz.
- Battery capacity: At least 4 hours of continuous operation.
- Net Weight: 2.1 kg Approx.

**Standard Accessories**

- Stand: 1No.
- Power supply cable: 1No.
- Giving set: 1No. set

**Spare parts**

- Clamps: Set
- Fuse: Set

**Consumable**

- Giving set: 20No.

**Standards and Certifications**

- CE Mark, ISO9001, ISO13485, IEC60601-1

<table>
<thead>
<tr>
<th>S/N</th>
<th>Device Name</th>
<th>Suction Machine, Electric</th>
<th>UoM</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.</td>
<td>General item description</td>
<td>A device used for removing body secretions (e.g. mucus, saliva, blood, pus).</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Composition (Per set):</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Main unit: 1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Standard Accessories: 1 Set</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Features/Performance Specifications</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Main unit</td>
<td>Suction machine suitable for use in theatre, for both adult and paediatric patients, constructed from non-corrosive material for use in a hospital environment and with a top push handle.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Performance Specifications</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Tender Specifications reference number: UGA20003-10013
- Suction bottle: 2No. x 300ml polycarbonate autoclavable jars with overflow valve.
- Flow rate: 40LPM or higher.
- Suction vacuum pressure: 670mmHg, minimum.
- Operation: Equipped with foot operated switch and automatic stop function.
- Castors: Equipped with electrically insulated and antistatic castors, Ø60mm; with 2 No. being lockable
- Vacuum gauge: Graduated in mmHg and kPa; with suction control valve and clearly marked vacuum gauge.
- Anti-bacterial filters: Equipped.
- Safety: Overflow pump protection.
- Noise level: 50db Maximum
- Power requirements: 100-240VAC/50 Hz

**Standard Accessories**
- Power supply cable: 1No.
- Suction tubing: Antistatic neoprene, with appropriate sizes for Adults and Neonates

<table>
<thead>
<tr>
<th>Spare Parts</th>
<th>Power supply cable: 1No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bacterial filter: 20 No.</td>
<td></td>
</tr>
<tr>
<td>Fuse: Set</td>
<td></td>
</tr>
<tr>
<td>Bottles/Jar: Pair</td>
<td></td>
</tr>
</tbody>
</table>

| Consumables | Suction tubing, antistatic neoprene: 25 sets of each size. ETT Size: 2.5mm, 3.0-3.5mm, 4.0-4.5mm | Suction catheter: 5FG, 6-7FG, 8FG respectively |
|-------------|--------------------------------------------------------------------------------------------------|

| Standards and Certification | CE Mark, MDD93/42/EEC |

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### General description

Device for treatment of neonatal jaundice through exposure of the skin to UV light to convert unconjugated bilirubin molecules into water-soluble isomers that can be excreted by the usual pathways.

### Composition (Per set):

- Main unit with UV light source: 1 No.
- Standard Accessories: 1 Set
- Main unit and UV light source

---

**S/N** | **Device Name** | **Phototherapy Unit** | **UoM** | **Quantity** |
---|---|---|---|---|
4. | **General description** | Device for treatment of neonatal jaundice through exposure of the skin to UV light to convert unconjugated bilirubin molecules into water-soluble isomers that can be excreted by the usual pathways. | set | 8 |

Tender Specifications reference number: UGA20003-10013
<table>
<thead>
<tr>
<th>Features/Performance Specifications</th>
<th>Stand: Height Adjustable - Approx. 1,100 - 1,500 mm</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Treatment distance range: 25 to 45 cm.</td>
</tr>
<tr>
<td></td>
<td>Irradiation angle: Adjustable (horizontal to vertical position)</td>
</tr>
<tr>
<td></td>
<td>Light Shading Plate: Equipped.</td>
</tr>
<tr>
<td></td>
<td>Cooling Fan: Equipped</td>
</tr>
<tr>
<td></td>
<td>UV Light source type: 4No. x LED tubes, medical grade.</td>
</tr>
<tr>
<td></td>
<td>UV light Wave length: 420 – 470 nm</td>
</tr>
<tr>
<td></td>
<td>Light source tilt angle: Continuous up to ±90 degree covering the entire treatment area.</td>
</tr>
<tr>
<td></td>
<td>Timer: In-built non-resettable timer.</td>
</tr>
<tr>
<td></td>
<td>Baby bed: Transparent with up/down tiltable mechanism.</td>
</tr>
<tr>
<td></td>
<td>Power supply: 100 – 240 VAC/50Hz.</td>
</tr>
<tr>
<td></td>
<td>Safety: Should be supplied with safety test certificate from a competent authority.</td>
</tr>
<tr>
<td></td>
<td>Standard Accessories</td>
</tr>
<tr>
<td></td>
<td>Eye-mask size M</td>
</tr>
<tr>
<td></td>
<td>Power supply cable.</td>
</tr>
</tbody>
</table>

Spare parts
- UV LED tubes: 1 set
- Fuses: 1 set

Consumables
- Eye-mask size M: 10pcs

Standards and Certifications
- CE Mark, FDA (US) /STQCS CB certified, STQCS certified or supplied with a functional safety test report from ERTL.

<table>
<thead>
<tr>
<th>S/N</th>
<th>Device Name</th>
<th>Infant Incubator</th>
<th>UoM</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>5.</td>
<td>Device description</td>
<td>A device used to maintain environmental conditions suitable for a neonate (new-born baby) especially for preterm births and for some ill full-term babies.</td>
<td>set</td>
<td>13</td>
</tr>
<tr>
<td>5.</td>
<td>Composition (Per set):</td>
<td>Main unit</td>
<td>set</td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td></td>
<td>Standard accessories</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>Features/Performance Specifications</td>
<td>Main Unit</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Construction: Mobile baby incubator on an adjustable stand with 4No. x Ø100mm conductive castors; with at least 2 lockable.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
- Hood: Front door drop down front access panel.
- Access Ports: 3 entry access doors or more.
- Humidity measuring range: 15 to 90% or wider.
- Baby tray: Slide out baby tray with 65x37cm mattress.
- Infant tilt angle: ±10 Degrees
- Temperature fluctuation range: ±0.5 degrees Celsius
- Warm up time: Less than 30 min. from 25 degrees Celsius
- Alarms: Visible/Optical and acoustic alarm for pre-set skin or air temperature failure, fan motor failure and power failure.
- Internal noise levels: <50db
- Power: 100 - 240VAC/50 Hz,
- Energy Consumption: 650VA

**Standard Accessories**
- Drip stand, 2 hooks minimum: 1No.
- Medicine tray: 1No.
- Mattress: 1No.
- Skin temperature detection probe: 1No.
- Power supply cable: 1 No.

<table>
<thead>
<tr>
<th>Spare parts</th>
<th>Skin temperature detection probe: 1No.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Coarse particle filter: 10 pack box</td>
</tr>
<tr>
<td></td>
<td>Fuses: 1 set</td>
</tr>
</tbody>
</table>

**Standards and Certifications**

CE Mark, ISO9001, ISO13485, IEC60601-1

<table>
<thead>
<tr>
<th>S/N</th>
<th>Device Name</th>
<th>Apnoea Monitor</th>
<th>UoM</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>6.</td>
<td>General description</td>
<td>Device used to carry out continuous monitoring of respiratory rates of neonates during sleep.</td>
<td>set</td>
<td>6</td>
</tr>
</tbody>
</table>

Tender Specifications reference number: UGA20003-10013
<table>
<thead>
<tr>
<th>Composition (Per set):</th>
<th>Main unit</th>
<th>Standard Accessories</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Main Unit</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Detect periods of central apnoea exceeding 20s duration (at 0)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Respiratory Rate Accuracy: ±2bpm</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Respiratory Rate Range: 0 to 100bpm</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Heart rate: 25 to 270 bpm</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Alarms: Audio and visual</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Patient Interface: Interface is biocompatible and reusable</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Respiratory Rate Alarm Limits: 30-60 bpm</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Apnoea Intervention: Yes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Battery: Rechargeable battery, &gt;24hrs on a single charge</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Power supply: 100-240VAC/50Hz</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Accessories</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Power supply cable</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Spare parts</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Battery: 1 set</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Standards and Certifications</strong></td>
<td>CE Mark, ISO9001, ISO13485, IEC60601-1</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>S/N</th>
<th>Device name</th>
<th>Infant Warmer</th>
<th>UoM</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>7.</td>
<td>General description</td>
<td>Device used to provide radiant warmth for infants suffering from hypothermia (severe heat loss) thereby maintaining the body temperature of the baby and limit the metabolism rate at 37 °C.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>Composition (Per set):</td>
<td>• Main unit</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>Main Unit</td>
<td>• Standard Accessories</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>Features/Performance Specifications</td>
<td>• Construction: T-shaped base, making it possible to slide under other equipment; and equipped with a height adjustment mechanism for the Infra-red (IR) unit to be used on beds at different heights.</td>
<td></td>
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<tr>
<td></td>
<td></td>
<td>• Capacity of Heater: 500W</td>
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<tr>
<td></td>
<td></td>
<td>• Control system: Servo control, manual control</td>
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<tr>
<td></td>
<td></td>
<td>• Modes: Pre-warm, baby and manual modes</td>
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</tr>
</tbody>
</table>

Tender Specifications reference number: UGA20003-10013
- Temperature setting range (skin): 34.0 to 38.0°C
- Skin temperature sensor range: 30.0 - 42.0°C
- Baby bed: Equipped with an x-ray cassette tray under the bed.
- Alarm system: Skin temperature over heat and skin temperature sensor exfoliation.
- Lighting: LED lamps
- Heat irradiation system IR radiation is beamed from a quartz heater by a parabolic reflector that focuses the warmth rapidly on the desired area.
- Temperature measurement and display system: Infant temperature is measured by high sensitivity thermistor probe and displayed on a large, easy-to-read LED display.
- Control panel: Excellent ergonomic design with soft-touch keys.
- Power supply: 100 – 240vac/50Hz.

**Accessories**
- Power supply cable
- IV pole and Medicine trays
- Skin temperature sensor/probe

**Spare parts**
- Fuses: 1 Set
- Skin temperature sensor/probe
- LED lamp: 1 set

**Standards and Certifications**
CE Mark, ISO9001, ISO13485, IEC60601-1

<table>
<thead>
<tr>
<th>S/N</th>
<th>Device Name</th>
<th>Vacuum Extractor Description</th>
<th>UoM</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>8.</td>
<td>General description</td>
<td>Device used to assist in the delivery of babies during complicated labour (e.g. delayed second stage).</td>
<td>set</td>
<td>1</td>
</tr>
</tbody>
</table>
|     | Composition (Per set): | • Main unit  
|     |   | • Standard accessories          | | |
|     | Features/Performance Specifications | **Main unit**  
|     |   | • Type: Hand-operated vacuum pump  
|     |   | • Bird type, stainless steel  
|     |   | • Material: All parts should be autoclavable at 1210°C  |

Tender Specifications reference number: UGA20003-10013
- Soft vacuum extractor cup size: Ø50mm, 60mm & 940mm
- Extraction handle: 2No. stainless steel
- Cover plug for collection bottle with 3 holes
- Connector, angled, chrome plated
- Connector, angled with screw valve, chrome plated screw, cap and gasket.
- Vacuum gauge: 0 to -100 kPa/-800mmHg) with straight connector, chrome plated
- Vacuum bottle: 500ml

**Standard Accessories**
- Suction tube: 2No. x silicone, transparent, inner/outer diameter 6/11mm, length 50 and 150cm
- Carrying case: 1No

<table>
<thead>
<tr>
<th>Spare parts</th>
<th>- Vacuum bottle: 500ml x 2No.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>- Spare gaskets for the screw valve: 1 set</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Consumables</th>
<th>- Suction tube: 2No</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Standards and Certifications</th>
<th>CE Mark, MDD93/42/EEC</th>
</tr>
</thead>
<tbody>
<tr>
<td>S/N</td>
<td>Device Name</td>
</tr>
<tr>
<td>-----</td>
<td>-------------</td>
</tr>
<tr>
<td></td>
<td>General description</td>
</tr>
<tr>
<td></td>
<td>Composition (Per set):</td>
</tr>
<tr>
<td></td>
<td>Composition of set:</td>
</tr>
<tr>
<td></td>
<td>• Dilators, Uterine, Hegar, Double Ended, Set of 8</td>
</tr>
<tr>
<td></td>
<td>• Catheter, Metal, Female, s/s, Ch.12</td>
</tr>
<tr>
<td></td>
<td>• Towel Clip, Cross Action</td>
</tr>
<tr>
<td></td>
<td>• Curette, Uterine, Sims, Blunt, D.E.</td>
</tr>
<tr>
<td></td>
<td>• Forceps, Dissecting, Straight, 1/2 Teeth, Serrated</td>
</tr>
<tr>
<td></td>
<td>• Forceps, Dissecting, Straight, Plain, Serrated</td>
</tr>
<tr>
<td></td>
<td>• Forceps, Uterine, Dressing, Bozeman</td>
</tr>
<tr>
<td></td>
<td>• Forceps, Ovum, McClintock</td>
</tr>
<tr>
<td></td>
<td>• Forceps, Sponge Holding, 240mm</td>
</tr>
<tr>
<td></td>
<td>• Forceps, Uterine, Vulsellum, Teale</td>
</tr>
<tr>
<td></td>
<td>• Sound, Uterine, Melleable</td>
</tr>
<tr>
<td></td>
<td>• Speculum, Vaginal, Auvard</td>
</tr>
<tr>
<td></td>
<td>• Speculum, Vaginal, Sim's</td>
</tr>
<tr>
<td></td>
<td>• Instrument Container, s/s, With Cover</td>
</tr>
<tr>
<td></td>
<td>Standards and Certifications</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>S/N</th>
<th>Device Name</th>
<th>Portable Ultrasound Scanner</th>
<th>UoM</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>10.</td>
<td>General description</td>
<td>Device used to examine internal body organs (e.g. liver, gall, kidney, pancreas, thyroid, breast, uterus, bladder, ovary) using ultrasound technology.</td>
<td>pcs</td>
<td>5</td>
</tr>
<tr>
<td></td>
<td>Composition (Per set):</td>
<td>Standard Configuration</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Main unit with digital scan converter: 1No.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Features/Performance Specifications</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>-------------------------------------</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Features:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>High quality image processor</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cineloop</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Probe frequency conversation option</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Computer image communication</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Various measuring function</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Backlit keyboard</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10” high resolution monitor</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dual probe connector</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Performance Specifications</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Appearance</td>
</tr>
<tr>
<td>Mobile ultrasound system, 10-inch high resolution monitor</td>
</tr>
<tr>
<td>2 Scanning Mode</td>
</tr>
<tr>
<td>Linear, Convex and trans-vaginal scanning</td>
</tr>
<tr>
<td>3 Display Mode</td>
</tr>
<tr>
<td>B, B/M, M, B+B</td>
</tr>
<tr>
<td>4 Scanning Angle</td>
</tr>
<tr>
<td>Max. 90°</td>
</tr>
<tr>
<td>5 Probe Frequency</td>
</tr>
<tr>
<td>2.5MHz ~ 5.0MHz (convex probe), 5.0MHz ~ 10.0MHz (linear probe), 5.0MHz ~ 12.0MHz (trans-vaginal probe), broad band, tri-frequency</td>
</tr>
</tbody>
</table>

- 10” high-resolution monitor 1No.
- 2.5MHz ~ 5.0MHz convex probe: 1No.
- 5.0MHz ~ 10.0MHz linear probe: 1No.
- 5.0MHz ~ 12.0MHz trans-vaginal probe: 1No.
- Thermal Printer: 1No.
- Communication and RS-232C interface
- Trolley: 1No.
- UPS unit: 1No.
- Ultrasonic gel: 5 Lt.
<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>6</td>
<td>Focusing Method</td>
<td>Multi-step focusing with variable aperture</td>
</tr>
<tr>
<td>7</td>
<td>Zooming</td>
<td>Multi zoom rate and depth shift</td>
</tr>
<tr>
<td>8</td>
<td>Image Processing</td>
<td>Pre-processing, Correlation-processing, interpolation, Y correction, image reverse of right/left, up/down and positive/negative</td>
</tr>
<tr>
<td>9</td>
<td>Gray scale</td>
<td>256</td>
</tr>
<tr>
<td>10</td>
<td>Measurement &amp; calculation functions</td>
<td>Distance, area, circumference, volume, angle, time, speed, heart rate, heart, heart functions, OB/GYN</td>
</tr>
<tr>
<td>11</td>
<td>Image annotation</td>
<td>Display with many body marks and probe marks, image annotation</td>
</tr>
<tr>
<td>12</td>
<td>Character display</td>
<td>ID, date, time, hospital name, probe type, frequency, gain, zoom, focus, name of prescriber, as minimum.</td>
</tr>
<tr>
<td>13</td>
<td>Body Mark</td>
<td>Body marks with probe mark display</td>
</tr>
<tr>
<td>14</td>
<td>Cineloop</td>
<td>64 frames for B mode, 256 seconds for M mode</td>
</tr>
<tr>
<td>15</td>
<td>Trolley</td>
<td>Mobile on castors, diameter 4” minimum</td>
</tr>
<tr>
<td>16</td>
<td>UPS</td>
<td>240VAC output with battery backup capacity of at least 30 minutes.</td>
</tr>
<tr>
<td>17</td>
<td>Communication</td>
<td>Image data can be transferred to PC through interface RS-232C to save and process in JPG, BMP or TIF format</td>
</tr>
<tr>
<td>18</td>
<td>Power supply</td>
<td>AC 100 - 240V/ 50Hz</td>
</tr>
<tr>
<td>19</td>
<td>Printer</td>
<td>Thermal printer type supplied Sono paper roll</td>
</tr>
<tr>
<td>20</td>
<td>Gel</td>
<td>Ultrasound gel: 5Lt bottle</td>
</tr>
</tbody>
</table>

**Consumables**
- Ultrasound gel: 5Lt bottle x 2No.
- Sono paper (sonography paper) roll: 5No.

**Standards and Certifications**
- CE Mark, MDD93/42/EEC, ISO60601-1

Tender Specifications reference number: UGA20003-10013
<table>
<thead>
<tr>
<th>S/N</th>
<th>Device Name</th>
<th>Universal Anaesthesia Machine (UAM)</th>
<th>UoM</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>General description</td>
<td>Device used to administer aesthetic gases during a surgical procedure on a patient.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
| Composition (Per set): | - Main unit  
- Standard accessories | | | |
| Main unit | Anaesthesia machine with capacity to generate own oxygen using in built oxygen generator and/or external oxygen source (e.g. oxygen cylinder). | | | |
| | - Construction: Wide worktop and drawers  
- Dimensions (W x H x D): 130-150 x 50-60 x 60-75 cm  
- Monitor: In-built patient monitor with touch screen control and information display  
- In-built anaesthesia ventilator with touch screen control and information display  
- Worktop shall be chemical resistant and rustproof  
- Vaporizers: Isoflurane and Halothane  
- Drawers: 2 lockable drawers  
- Castor Wheels: 4 castor wheels, Ø4” minimum; antistatic non-conductive material, with 2 lockable.  
- Oxygen sensor: Paramagnetic oxygen sensor  
- Oxygen flow rate: 0.1-10 LPM  
- Shall be able to work with auxiliary oxygen supply  
- Additional gas: Air  
- Cylinder pin index yokes: O2, Air  
- O2 flush: (at 50 psi): max. 35 - 50 L/min  
- Inbuilt Anaesthetist lamp.  
- Total fresh gas flow meter: 0 to 10 L/min,  
- Power Supply: 100 - 240 VAC, 50/60 Hz | | 2 |
| Features/Performance Specification s | | | | |
| Standard Accessories | - Compatible Oxygen cylinder with cylinder head with wheel type knob valve.  
- Power supply cables.  
- Cylinder trolley with restraining chain.  
- Patient breathing circuits and tubings  
- Soda lime: 5Kg pack | | | |
<table>
<thead>
<tr>
<th>Spare parts</th>
<th>▪ Filter: 10Pc pack</th>
</tr>
</thead>
<tbody>
<tr>
<td>Consumables</td>
<td>▪ Patient breathing circuits and tubings – 1 set</td>
</tr>
<tr>
<td>Standards and Certifications</td>
<td>CE Mark, MDD93/42/EEC, ISO13485</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>S/N</th>
<th>Device Name</th>
<th>UoM</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Autoclave, Electric, 75 Lt (sterilizer)</td>
<td></td>
<td>1</td>
</tr>
</tbody>
</table>

**General description**

Device used to sterilize equipment and medical supplies to kill microorganism using steam under pressure at 121/132/134°C.

**Composition (Per set):**

- Main unit
- Standard Accessories

**Features/Performance Specifications:**

- **Main unit**
- Control: Microprocessor controlled
- External finish: Powder-coated steel body
- Type: Vertical with casters for excellent mobility
- Sterilizing temperature: Max. 136 deg. Celsius
- Material (Internal chamber): Stainless steel grade 304
- Loading capacity: 75 litres, Sterilization Chamber.
- Heat generation: Electric heater elements
- Gasket type: Air tight Silicon gasket
- Thermal printer, with record paper roll
- Internal dimensions (mm): Approx. Diam. 490 x 540(H)
- Display: Digital backlight LCD display
- Timer: 0-60min
- Working Pressure: 0.22 to 0.23 MPa
- Programs: Pre-programmed sterilization cycles
- Power supply: 100 - 220 VAC/50Hz

- **Accessories**
- Supplied with two wire gaskets,
- ☐ Sterilizing drums: Small (6in x 6in), Medium (11in x 9in), Large (12in x 15in); all in stainless steel grade 304.

**Spare parts**

- Heating element: 1 set
- Gasket: 1 Pack
- Water sensor: 2No.
- Safety Valve: 1 set

**Standards and Certifications**

CE Mark, MDD93/42/EEC, ISO13485

Tender Specifications reference number: UGA20003-10013
<table>
<thead>
<tr>
<th>S/N</th>
<th>Device Name</th>
<th>Operation Table, Hydraulic /theatre bed</th>
<th>UoM</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>General item description</td>
<td>A device for performing surgical operations on patients.</td>
<td></td>
<td>1</td>
</tr>
</tbody>
</table>
|     | Composition (Per set): | • Main unit  
• Standard Accessories |     |          |
|     | Features/Performance Specifications | Main unit  
• Universal operation table, mobile with simple mechanical and hydraulic system.  
• Material: Stainless steel, hospital grade 304.  
• Table top: X-ray translucent and with head, back, pelvis and leg plate.  
• Guide rails: Equipped.  
• Height adjustment (mm): 650 to 1,040  
• Table height adjustment: Foot pedal  
• Lateral tilt: By hand drive.  
• Table Dimension: 2000(L) x 740(w) x 1,040(H)  
• Bed section Movements  
  o Leg Sectors 22, -90  
  o Back Section +75, -45  
  o Head Section +50, -90  
  o Tilting to both 20  
  o Trendelenburg 45  
  o Anti-Trendelenburg 20  
• Accessories  
  • Arm support  
  • Leg support  
  • X-ray cassette tray  
  • Anaesthesia brackets  
  • Body Belt | set | 1        |
|     | Standards and Certifications | CE Mark, MDD93/42/EEC, ISO13485 |     |          |
**General description**

Hot Air Oven are designed to generate heat with blower assisted air re-circulation inside the chamber at temperature from ambient+10°C to **150°C, 200°C or 250°C**.

It is used to Eliminate moisture from materials

<table>
<thead>
<tr>
<th>S/N</th>
<th>Device Name</th>
<th>Hot Air Oven</th>
<th>UoM</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Hot Air Oven are designed to generate heat with blower assisted air re-circulation inside the chamber at temperature from ambient+10°C to <strong>150°C, 200°C or 250°C</strong>. It is used to Eliminate moisture from materials</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
| 14. | Features/Recommended specifications | • Double Walled, inner wall made of stainless steel grade 304 and outer wall Mild Steel sheet.  
• Size (Approximately): W x D x H: 600 x 600 x 900mm  
• Heating Elements: placed at the bottom and sides.  
• Temperature control: Thermostatic control from 40 to 300 °C with  
  Regulator and digital temperature-indicator.  
• Automatic timer 0 - 120 minutes.  
• Air circulating fan.  
• Power supply: 100 – 240V/50/60Hz.  
• Ambient +10°C to 300°C  
• Temperature sensor- RTD PT100  
• Shelves-Chrome plated wire mesh cable trays (removable) (2-4 Shelves)  
• Door Gasket-High temperature silicone rubber gasket  
• Air flow- Horizontal  
• Window- Toughened glass  
• 4 caster wheels with at least 2locks  
• Insulated solid door with spring latch  
• Exterior-Powder coated steel sheet  
• Ceramic wool insulation |
|     | Composition (Per set): | • Main unit: 1No.  
• Accessories: None |
|     | Spare parts: | • Heating Element, 1No.  
• Thermostat, 1No  
• Timer, 1No |
|     | Standards and Certifications | CE Mark, MDD93/42/EEC |

Tender Specifications reference number: UGA20003-10013
1.2 Requirements for the ancillary services

1.2.1 Delivery

Place of delivery

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

<table>
<thead>
<tr>
<th>S/N</th>
<th>Health Facilities</th>
<th>Location/Distance</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Adumi HCIV</td>
<td>11km from Arua City centre</td>
</tr>
<tr>
<td>2.</td>
<td>Obongi HCIV</td>
<td>140Km from Arua City via Terego</td>
</tr>
<tr>
<td>3.</td>
<td>River Oli HCIV</td>
<td>Within Arua City</td>
</tr>
<tr>
<td>4.</td>
<td>Rhino Camp HCIV</td>
<td>64km from Arua City. Located in Madi Okollo district.</td>
</tr>
<tr>
<td>5.</td>
<td>Yumbe HCIV</td>
<td>91km from Arua City</td>
</tr>
<tr>
<td>6.</td>
<td>Warr HCIV</td>
<td>56Km from Arua City. Located in Zombo district.</td>
</tr>
<tr>
<td>7.</td>
<td>Nyapea Hospital</td>
<td>100Km from Arua City. Located in Zombo district.</td>
</tr>
<tr>
<td>8.</td>
<td>Koboko Hospital</td>
<td>63Km from Arua City.</td>
</tr>
<tr>
<td>9.</td>
<td>Kyenjonjo Hospital</td>
<td>276Km from Kampala.</td>
</tr>
<tr>
<td>10.</td>
<td>Bundibugyo Hospital</td>
<td>85Km from Fort portal City.</td>
</tr>
</tbody>
</table>
### Delivery schedules

<table>
<thead>
<tr>
<th>S/N</th>
<th>Item name</th>
<th>WEST NILE region</th>
<th>RWENZORI region</th>
<th>Quantity required</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Adumi</td>
<td>Obongi</td>
<td>River Oli</td>
</tr>
<tr>
<td>1.</td>
<td>Oxygen concentrator</td>
<td>1</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>2.</td>
<td>Infusion pump</td>
<td>2</td>
<td>2</td>
<td>2</td>
</tr>
<tr>
<td>3.</td>
<td>Suction machine, electric</td>
<td>1</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>4.</td>
<td>Phototherapy machine</td>
<td>1</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>5.</td>
<td>Infant Incubator</td>
<td>2</td>
<td>1</td>
<td>2</td>
</tr>
<tr>
<td>6.</td>
<td>Apnoea monitors</td>
<td>1</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>7.</td>
<td>Infant Warmers</td>
<td>2</td>
<td>1</td>
<td>2</td>
</tr>
<tr>
<td>8.</td>
<td>Vacuum extractor</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>9.</td>
<td>Dilation and Curettage set</td>
<td>2</td>
<td>1</td>
<td>0</td>
</tr>
<tr>
<td>10.</td>
<td>Portable ultrasound scanner</td>
<td>1</td>
<td>0</td>
<td>1</td>
</tr>
<tr>
<td>11.</td>
<td>Anaesthesia machine</td>
<td>1</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>12.</td>
<td>Sterilizer/autoclave 75 lts</td>
<td>1</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>13.</td>
<td>Theatre bed</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>14.</td>
<td>Hot air oven</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

Tender Specifications reference number: UGA200003-10013
1.2.2 Installation

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

1.2.3 User training

For the following equipment, a more comprehensive and therefore structured training shall be done by the contractor:

- Anaesthesia Machine
- Ultrasound machine
- Apnoea Monitors
- infant Incubators
- Infusion pumps

The hospital staff to be trained are the following:

- equipment users (Sonographers, radiographers, nurses, Doctors, allied Health Professionals and Midwives, as appropriate)
- Regional Medical Equipment Maintenance workshop technical Teams (Biomedical Engineers, technicians, as appropriate)

These trainings shall take a maximum of 5 days. The supplier is required to present a training plan for each equipment and sites, with duration and content of training, and is responsible for the preparation of the training material and content, covering use of the equipment, routine maintenance and troubleshooting for the users, and more advanced maintenance and troubleshooting for the staff of the regional workshop – who will be in charge of overseeing use and maintenance.
2 General provisions

2.1 Contracting authority

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

For this public contract, Enabel is represented by the Resident Representative of Enabel in Uganda.

2.2 Institutional framework of Enabel

- The general framework of reference in which Enabel operates is:
  - The Belgian Law on Development Cooperation of 19 March 2013;
  - The Belgian Law of 21 December 1998 establishing the Belgian Technical Cooperation as a public-law company;
  - The Belgian Law of 23 November 2017 changing the name of the Belgian Technical Cooperation and defining the missions and functioning of Enabel, the Belgian development agency, published in the Belgian Official Gazette on 11 December 2017.

The following initiatives are also guiding Enabel in its operations and are given as main examples:

- In the field of international cooperation: the United Nations Sustainable Development Goals and the Paris Declaration on the harmonisation and alignment of aid;

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3 Belgian Official Gazette of 18 November 2008
• In the field of Human Rights: the United Nations’ Universal Declaration of Human Rights (1948) as well as the 8 basic conventions of the International Labour Organization4 on Freedom of Association (C. n°87), on the Right to Organise and Collective Bargaining (C. n°98), on Forced Labour (C. n°29 and 105), on Equal Remuneration and on Discrimination in Respect of Employment (C. n°100 and 111), on Minimum Age for Admission to Employment (C. n°138), on the Prohibition of the Worst Forms of Child Labour (C. n°182);

• In the field of environmental protection: The Climate Change Framework Convention of Paris, of 12 December 2015;

• The first Management Contract contracting Enabel and the Belgian federal State (approved by the Royal Decree of 17 December 2017, Belgian Official Gazette of 22 December 2017) that sets out the rules and the special conditions for the execution of public service tasks by Enabel on behalf of the Belgian State.


2.3 Rules governing the public contract

• The following, among other things, apply to this public contract:

• The Law of 17 June 2016 on public procurement5;

• The Law of 17 June 2013 on justifications, notification and legal remedies for public contracts and certain contracts for works, supplies and services6;

• The Royal Decree of 18 April 2017 on the awarding of public contracts in the classic sectors7;

• The Royal Decree of 14 January 2013 establishing the General Implementing Rules for public procurement and for concessions for public works8;

• Circulars of the Prime Minister with regards to public procurement.

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

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5 Belgian Official Gazette 14 July 2016.
6 Belgian Official Gazette of 21 June 2013.
8 Belgian Official Gazette 27 June 2017.

Tender Specifications reference number: UGA20003-10013
2.4 Definitions

The following definitions apply to this contract:

The tenderer: An economic operator submitting a tender;

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

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

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

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

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

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

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

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

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

General Implementing Rules (GIR): Rules laid down in the Royal Decree of 14 January 2013 establishing the General Implementing Rules for public procurement and for concessions for public works;

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

BDA: Belgian Public Tender bulletin;

OJEU: Official Journal of the European Union;

OECD: Organisation for Economic Cooperation and Development;

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

Litigation: Court action;

Subcontractor in the meaning of public procurement regulations: The economic operator proposed by a tenderer or contractor to perform part of the contract;

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

Processor (subcontractor) in the meaning of the GDPR: A natural or legal person, public authority, agency or other body which processes personal data on behalf of the controller;

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

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

2.5 Confidentiality

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

2.5.2 Confidentiality

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

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

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

2.6 Deontological obligations

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

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

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

Any attempt of a candidate or a tenderer to obtain confidential information, to proceed to illicit arrangements with competitors or to influence the evaluation committee or the contracting authority during the investigation, clarification, evaluation and comparison of tenders and candidate’s procedure will lead to the rejection of the application or the tender.
Moreover, in order to avoid any impression of risk of partiality or connivance in the follow-up and control of the performance of the public contract, it is strictly forbidden to the contractor to offer, directly or indirectly, gifts, meals or any other material or immaterial advantage, of whatever value, to appointees of the contracting authority who are concerned, directly or indirectly, by the follow-up and/or control of the performance of the contract, regardless of their hierarchical rank.

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

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

### 2.7 Applicable law and competent courts

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

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

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

If agreement is lacking, the Brussels courts are the only courts competent to resolve the matter.
3 Modalities of the contract

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

3.2 Scope of contract

3.2.1 Subject-matter

This public supplies contract consists of the supply of medical equipment for health facilities in West Nile and Rwenzori regions, in conjunction with the provision of the ancillary services of delivery, installation, testing, basic user and technical training and commissioning of the equipment in conformity with the conditions of these Tender Specifications.

3.2.2 Items
The contract consists of the items mentioned in section 1 “Technical Specifications”. These items are pooled and 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.

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

3.3 Duration of the contract

The contract starts upon award notification and lasts 455 calendar days. 90 calendar days for supply, delivery, installation, testing of all equipment, basic user training and commissioning for equipment that are not mentioned under section 1.2.3 “user training”. 30 calendar days for user training on equipment mentioned under section 1.2.3 “user training shall be allowed within the first month of 365 calendar days for defects liability period.

3.4 Value of the contract
The estimated maximum value of the contract is 210,000 Euros based on the fixed maximum quantities.

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4 Special contractual provisions

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

4.1 Managing official (Art. 11)

The managing official is Dr. Monica Imi e-mail: monica.imi@enabel.be assisted by Margaret Katusiime email; margaret.katusiime@enabel.be

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

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

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

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

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

4.2 Subcontractors (Art. 12 to 15)

The fact that the contractor entrusts all or part of his commitments to subcontractors does not relieve him of liability to the contracting authority. The latter does not recognise any contractual relation with third parties.
The contractor remains, in any case, solely liable to the contracting authority. The contractor may not subcontract the contract or a part of the contract to other subcontractors than those presented at the time of submission; subcontracting to subcontractors presented in the tender is allowed only after preliminary approval by the contracting authority of these subcontractors.

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

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

### 4.3 Confidentiality (Art. 18)

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

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

All parties directly or indirectly involved are therefore bound by the duty of discretion.

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

Therefore, he undertakes to:

- Respect and enforce the strict confidentiality of these elements and to take all necessary precautions in order to preserve their secrecy (these precautions cannot in any case be inferior to those taken by the tenderer for the protection of his own confidential information);

- Consult, use and/or exploit, directly or indirectly, all of the above elements only to the extent strictly necessary to prepare and, where applicable, to carry out this public contract (particularly regarding the privacy legislation with respect to personal data processing);

- Not reproduce, distribute, disclose, transmit or otherwise make available to third parties the above elements, in whole or in part, and in any form, unless having obtained prior and written consent of the contracting authority.

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• Return, at the first request of the contracting authority, the above elements;

• In general, not disclose directly or indirectly to third parties, whether for advertising or any other reason, the content of this public contract, or the fact that the tenderer or contractor performs this public contract for the contracting authority, or, where applicable, the results obtained in this context, unless having obtained prior and written consent of the contracting authority.

4.4 **Personal data protection**

4.4.1 Processing of personal data by the contracting authority

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

4.4.2 Processing of personal data by the contractor

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

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

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

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

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

4.5 **Intellectual property (Art. 19 to 23)**

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

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

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

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

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

4.6 Performance bond (Art. 25 to 33)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1° For provisional acceptance: This is equal to a request to release the first half of the performance bond;

2° For final acceptance: This is equal to a request to release the second half of the performance bond, or, in case no provisional acceptance applied, to release the whole of the performance bond.

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

The supplies must comply in all respects with the procurement documents. Even in the absence of technical specifications in the procurement documents, the supplies must comply in all aspects with good practice.
4.8 Changes to the public contract (Art. 37 to 38/19)

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

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

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

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

4.8.2 Revision of prices (Art. 38/7)

- For this contract, price revisions are not permitted.

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

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

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

- When activities are suspended, based on this clause, the contractor is required to take all necessary precautions, at his expense, to protect the services already performed and the materials from potential damage caused by unfavourable weather conditions, theft or other malicious acts.

The contractor has a right to damages for suspensions ordered by the contracting authority when:

- The suspension lasts in total longer than one twentieth of the performance period and at least ten working days or two calendar weeks, depending on whether the performance period is expressed in working days or calendar days;

- The suspension is not owing to unfavourable weather conditions;

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

4.8.4 Unforeseeable circumstances

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

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

4.9 Preliminary technical acceptance (Art. 42)

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

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

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

4.10 Performance modalities (Art. 115 et seq.)

4.10.1 Deadlines and terms (Art. 116)

The supplies must be delivered within 90 calendar days' calendar days as from the day following the date on which the supplier received the contract conclusion notification letter. The closure of the supplier’s business for annual holidays is not included in this calculation.

4.10.2 Quantities to be supplied (Art. 117)

The public contract’s quantities are mentioned under section 1 “Technical Specifications.

Without prejudice to the possibility for the contracting authority to terminate the contract if the supplies delivered do not meet the requirements imposed or if they are not delivered by the

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deadlines asked, by concluding this contract the supplier acquires the right to deliver these quantities, under penalty of indemnification by the contracting authority.

4.10.3 Place where the supplies must be delivered and formalities (Art. 149)
The supplies will be delivered at the address(es) mentioned in section 1 technical requirements.

4.10.4 Packaging (Art. 119)
Packaging will become the property of the contracting authority, without the supplier having any claim to compensation in this regard.

4.10.5 Inspection of the supplies delivered (Art. 120)
The supplier delivers only goods that have no apparent and/or hidden defects and that correspond strictly to the order (in kind, quantity, quality...) and, if necessary, to the prescriptions of related documents as well as applicable regulations, in compliance with good practice, the state of the art, the highest standards of usage, of reliability and of longevity, and for the purposes that the contracting authority has in mind, which the supplier knows or at least should know.

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

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

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

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

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

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

4.10.6 Liability of the supplier (Art. 122)
The supplier shall be liable for his supplies up to the time when the inspection and notification formalities referred to in Article 120 are carried out, unless losses or damage sustained in the warehouses of the consignee are due to the events or circumstances referred to in Articles 54 and 56.
Moreover, the supplier indemnifies the contracting authority against damages for which it is liable towards third parties due to late performance of the contract or due to failure of the supplier.

4.11 Zero tolerance Sexual exploitation and abuse

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

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

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

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

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

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

4.12.1 Failure of performance (Art. 44)

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

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

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

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

§2. Any failure to comply with the provisions of the public contract, including the non-obervance of orders of the contracting authority, is recorded in a report (‘process verbal’), a copy of which will be sent immediately to the contractor by registered mail.
The contractor must repair the defects without any delay. He may assert his right of defence by registered letter addressed to the contracting authority within fifteen days from the date of dispatch of the report (process verbal). Silence on his part after this period shall be deemed acknowledgement of the reported facts.

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

4.12.2 Fines for delay (Art. 46 and 123)

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

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

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

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

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

§2. The measures as of right are:

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

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

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

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

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

The managing official will closely follow up the delivery.

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

Provisional acceptance

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

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

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

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

4.13.2 Transfer of ownership (Art. 132)

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

4.13.3 Guarantee period (Art. 134)

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

4.13.4 Final acceptance (Art. 135)

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

If delivery has led to complaints during the warranty period, a final acceptance or refusal of acceptance report will be issued within 15 days prior to the expiry of said period.
4.14 Invoicing and payment of services (Art. 66 to 72 and 127)

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

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

Only delivery that has been performed correctly may be invoiced.

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

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

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

The invoice must be in EUROS.

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

- 90% after supply, delivery, testing, basic user training for the equipment not mentioned in section 1.2.3 “user training” and commissioning of the equipment in the specified Health Facility
- 10% after training of the relevant health facility staff for the equipment mentioned in section 1.2.3 “user training in the specified Health Facility.

4.15 Litigation (Art. 73)

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

The contracting authority will in no case be held liable for any damage caused to persons or property as a direct or indirect consequence of the activities required for the performance of this contract. The contractor indemnifies the contracting authority against any claims for compensation by third parties in this respect.
In case of ‘litigation’, i.e. court action, correspondence must (also) be sent to the following address:

Belgian development agency - Enabel
Legal unit of the Logistics and Acquisitions service (L&A)
To the attention of Ms Inge Janssens
rue Haute 147
1000 Brussels
Belgium

4.16 Obligations of the contracting authority (Art. 136)

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

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

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

4.18 Release of the performance bond (Art. 144)

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

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

5.2  Publication

5.2.1  Official notification
This contract is officially advertised in the Belgian Public Tender bulletin (via e-notification).

5.2.2  Additional publication
These Tender Specifications are posted on the website of Enabel https://www.enabel.be/content/enabel-tenders

5.3  Information

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

Until 19/08/2022 inclusive, candidate-tenderers may ask questions about these Tender Specifications and the procurement contract. Questions will be in writing to uga_csc_contracts@enabel.be with copy to Eva.Matovu@enabel.be with a clear indication in the subject of the e-mail of the procedure reference and the contract title, as stated on the cover page of the tender specifications. They will be answered in the order received. The complete overview of questions asked will be available at the address mentioned above as soon as available.

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

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

<table>
<thead>
<tr>
<th>Date</th>
<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>15/8/2022</td>
<td>Enabel Representation office, Plot 1B lower Kololo terrace, Kampala</td>
</tr>
</tbody>
</table>

Public contract for the supply of supply, delivery, installation, testing, basic user and technical training and commissioning of medical equipment for health facilities in West Nile and Rwenzori regions

Tender Specifications reference number: UGA20003-10013
The tenderer is required to submit his tender after reading and taking into account any corrections made to the contract notice or the Tender Specifications that are published in the Belgian Public Tender bulletin or that are sent to him by e-mail. To do so, when the tenderer has downloaded the Tender Specifications, it is strongly advised that he gives his coordinates to the public procurement administrator mentioned above and requests information on any modifications or additional information.

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

5.4 Preparation and submission of tenders

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

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

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

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

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

The tender shall contain the following parts:

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

The Administrative proposal shall respect the following structure:

- Legal identification form
- Financial Identification Form
- Subcontractor form
- Exclusion Criteria Form
- Integrity form
- 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);
• Technical capacity form
• Financial capacity form
• Articles of Association

2. **Technical Proposal**

The technical proposal may be presented in the following format:

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

3. **Financial Proposal**

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

**Determination of prices**

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

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

**Elements included in the price**

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

The following are in particular included in the prices:

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

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

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

4° assemblies and taking into operation;

5° training required for operation;

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

Tender Specifications reference number: UGA20003-10013
87° customs and excise duties;

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

5.4.1.2  Validity of tenders

Tenders shall remain valid for 60 days from the final date for receiving tenders.

5.4.2  Submission of tenders

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

The tenderer submits his tender as follows:

The tenderer shall submit separately (in separate envelopes), the administrative, technical and financial proposals. The sealed envelopes containing the different proposals shall then be put together and sealed in one big envelope to be submitted to the contracting authority.

One original copy of the completed tender shall be submitted on paper. Electronic copies shall be submitted in one or more PDF files on a USB stick.

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

It shall be submitted:

a)  By mail (standard mail or registered mail)

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

Enabel Uganda

Contract Service Center

Lower Kololo Terrace, Plot 1B

PO Box 40131 Kampala – Uganda

OR

b)  Delivered by hand with acknowledgement of receipt.

The service can be reached on working days during office hours: from 9 am to 12 pm and from 2 pm to 4pm (see the address given under point a) above).
The tender shall be received by the Contracting Authority before 31/8/2021, at 2:00 PM, Kampala time. Tenders that arrive late will not be accepted. (Article 83 of the Royal Decree on Awarding)

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

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

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

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

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

The withdrawal must be pure and simple.

5.5 Opening and evaluation of Tenders

5.5.1 Opening of tenderers

The opening of tenders will take place on after final date and time of receipt of tenders. Tenders not received before this time will be rejected. The opening will take place behind closed doors.

5.5.2 Evaluation of Tenders

5.5.2.1 Selection of tenderers

Exclusion grounds

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

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

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

Selection criteria

Tender Specifications reference number: UGA20003-10013
Moreover, by means of the documents requested in the Annexes - Administrative Proposal, the tenderer must prove that he is sufficiently capable, from an economic and financial as well as from a technical point of view, to successfully perform this public procurement contract.

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<tr>
<th></th>
<th>Sufficient Economic and Financial Capacity</th>
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<tbody>
<tr>
<td>1.1</td>
<td>Sufficient turn-over</td>
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<tr>
<td>Minimum Standard</td>
<td>Minimum average annual turnover of 150,000 EUR during the past three financial years</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>Sufficient Technical and Professional Capacity</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.1</td>
<td>Sufficient experience in organisational assessment and capacity development</td>
</tr>
<tr>
<td>Minimum Standard</td>
<td>Minimum of 2 assignments within the scope of the contract, which were totally and successfully completed in the last 3 years, out of which at least 1 was completed in Uganda and at least 1 was for more than 50 000 EUR.</td>
</tr>
</tbody>
</table>

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.

Tender Specifications reference number: UGA20003-10013
5.5.2.2 qualitative and financial evaluation of tenders

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

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

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

Award Criteria

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

- Price: 100 %;

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

\[
\text{Points tender A} = \frac{\text{amount of lowest tender}}{\text{amount of tender A}} \times 100
\]

5.6 Award and Conclusion of Contract

5.6.1 Awarding the contract

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

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

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

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

Tender Specifications reference number: UGA20003-10013
5.6.2 Concluding the contract
In accordance with Art. 88 of the Royal Decree of 18 April 2017, the procurement contract occurs through the notification to the selected tenderer of the approval of his tender.

Notification is via e-mail.

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

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

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

6.1 Technical documents
Not applicable

6.2 Contractual Documents

Model Performance Bond

*Only for the successful tenderer:*

Bank Address

Performance bond n°

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

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

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

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

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

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

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

Done in X on X Signature: Name:

Tender Specifications reference number: UGA20003-10013
### 6.3 Procedural Documents – Tender Forms

#### 6.3.1 ADMINISTRATIVE PROPOSAL
Legal Identification forms

<table>
<thead>
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<th>I. PERSONAL DATA</th>
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<tr>
<td>FIRST NAME(S)①</td>
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<tr>
<td>DATE OF BIRTH</td>
<td>JJ MM YYYY</td>
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<td>PLACE OF BIRTH</td>
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</tr>
<tr>
<td>COUNTRY OF BIRTH</td>
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<tr>
<td>(CITY, VILLAGE)</td>
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<td>TYPE OF IDENTITY DOCUMENT</td>
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<td>IDENTITY CARD</td>
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<tr>
<td>DRIVING LICENCE②</td>
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<td>OTHER③</td>
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<td>PRIVATE PHONE</td>
<td></td>
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<tr>
<td>PRIVATE E-MAIL</td>
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<table>
<thead>
<tr>
<th>II. BUSINESS DATA</th>
<th></th>
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</thead>
<tbody>
<tr>
<td>Do you run your own business without a separate legal personality (e.g. sole traders, self-employed etc.) and you provide as such services to the Commission, other Institutions, Agencies and EU-Bodies?</td>
<td>YES NO</td>
</tr>
<tr>
<td>BUSINESS NAME (if applicable)</td>
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<tr>
<td>VAT NUMBER</td>
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<tr>
<td>REGISTRATION NUMBER</td>
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<tr>
<td>PLACE OF REGISTRATION</td>
<td>CITY</td>
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<tr>
<td>COUNTRY</td>
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</tbody>
</table>

Tender Specifications reference number: UGA20003-10013
① As indicated on the official document.
② Accepted only for Great Britain, Ireland, Denmark, Sweden, Finland, Norway, Iceland, Canada, United States and Australia.
③ Failing other identity documents: residence permit or diplomatic passport.
④ See table with corresponding denominations by country. ⑤ To be completed with Region, State or Province by non EU countries only, excluding EFTA and candidate countries.
### Legal person entity private/public legal body

<table>
<thead>
<tr>
<th>OFFICIAL NAME ②</th>
<th>ABREVIATION</th>
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<tbody>
<tr>
<td>MAIN REGISTRATION NUMBER ③</td>
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<tr>
<td>SECONDARY REGISTRATION NUMBER (if applicable)</td>
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**PLACE OF MAIN REGISTRATION**

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**DATE OF MAIN REGISTRATION**

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**VAT NUMBER**

**OFFICIAL ADDRESS**

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**E-MAIL**

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<th>STAMP</th>
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**SIGNATURE OF AUTHORISED REPRESENTATIVE**

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

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

③ Registration number in the national register of the entity.

---

**Public law entity**

Tender Specifications reference number: UGA20003-10013
<table>
<thead>
<tr>
<th>OFFICIAL NAME(1)</th>
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<tbody>
<tr>
<td>BUSINESS NAME (if different)</td>
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<tr>
<td>ABREVIATION</td>
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<tr>
<th>ORGANISATION TYPE</th>
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<tr>
<td>NOT FOR PROFIT</td>
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<th>CITY</th>
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<tr>
<th>ADDRESS OF HEAD OFFICE</th>
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<th>CITY</th>
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<th>DATE</th>
<th>STAMP</th>
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</table>

| SIGNATURE OF AUTHORISED REPRESENTATIVE |

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(1) National denomination and its translation in EN or FR if existing.
(2) NGO = Non-Governmental Organisation, to be completed if NFPO is indicated.
(3) Registration number in the national register of companies. See table with corresponding field denomination by country.

Tender Specifications reference number: UGA20003-10013
Financial identification form

**BANKING DETAILS**

ACCOUNT NAME 9

IBAN/ACCOUNT NUMBER 10

CURRENCY

BIC/SWIFT CODE

BANK NAME

**ADDRESS OF BANK BRANCH**

STREET & NUMBER

TOWN/CITY           POST CODE

COUNTRY

**ACCOUNT HOLDER’S DATA**

AS DECLARED TO THE BANK

ACCOUNT HOLDER

STREET & NUMBER

TOWN/CITY           POST CODE

SIGNATURE OF ACCOUNT

HOLDER (Obligatory)      DATE (Obligatory)

---

9 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.

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

Tender Specifications reference number: UGA20003-10013
<table>
<thead>
<tr>
<th>Name and legal form</th>
<th>Address / Registered office</th>
<th>Object</th>
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</table>
Declaration on honour – exclusion criteria

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

1) The tenderer or one of its ‘directors [1]’ was found guilty following a conviction by final judgement for one of the following offences:
   1° involvements in a criminal organisation
   2° corruption
   3° fraud
   4° terrorist offences, offences linked related to terrorist activities or incitement to commit such offence, collusion or attempt to commit such an offence
   5° money laundering or terrorist financing
   6° child labour and other trafficking in human beings
   7° employment of foreign citizens under illegal status
   8° creating a shell company.

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

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

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

Are also considered such serious professional misconduct:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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


https://finances.belgium.be/fr/sur_le_spf/structure_et_services/administrations_generales/tr%C3%A9sorerie/contr%C3%B4le-des-instruments-1-2

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

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

• Neither members of administration or employees, or any person or legal person with whom the tenderer has concluded an agreement in view of performing the public contract, may obtain or accept from a third party, for themselves or for any other person or legal person, an advantage appreciable in cash (for instance, gifts, bonuses or any other kind of benefits), directly or indirectly related to the activities of the person concerned for the account of Enabel.

• The board members, staff members or their partners have no financial or other interests in the businesses, organisations, etc. that have a direct or indirect link with Enabel (which could, for instance, bring about a conflict of interests).

• I have / we have read and understood the articles about deontology and anticorruption included in the Tender Documents (see 1.7.), as well as Enabel’s Policy regarding sexual exploitation and abuse of June 2019 and Enabel’s Policy regarding fraud and corruption risk management of June 2019 and I / we declare fully endorsing and respecting these articles.

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

• In order to avoid any impression of risk of partiality or connivance in the follow-up and control of the performance of the public contract, it is strictly forbidden to the public contractor (i.e. members of the administration and workers) to offer, directly or indirectly, gifts, meals or any other material or immaterial advantage, of whatever value, to the employees of Enabel who are concerned, directly or indirectly, by the follow-up and/or control of the performance of the public contract, regardless of their hierarchical rank.

• Any (public) contract will be terminated, once it appears that contract awarding or contract performance would have involved the obtaining or the offering of the abovementioned advantages appreciable in cash.

• Any failure to comply with one or more of the deontological clauses will be considered as a serious professional misconduct which will lead to the exclusion of the contractor from this and other public contracts for Enabel.

• The public contractor commits to supply, upon the demand of the contracting authority, any supporting documents related to the performance conditions of the contract. The contracting authority will be allowed to proceed to any control, on paperwork or on site, which it considers necessary to collect evidence to support the presumption of unusual commercial expenditure.

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

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

Place, date

Tender Specifications reference number: UGA202003-10013
**Economic and financial capacity Form**

**Financial Statement**

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

<table>
<thead>
<tr>
<th>Financial data</th>
<th>Year-2 € or NC</th>
<th>Year-1 € or NC</th>
<th>Last year € or NC</th>
<th>Average € or NC</th>
</tr>
</thead>
<tbody>
<tr>
<td>Annual turnover, excluding this public contract&lt;sup&gt;11&lt;/sup&gt;</td>
<td></td>
<td></td>
<td></td>
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</tbody>
</table>

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

---

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

Tender Specifications reference number: UGA20003-10013
## Technical and professional capacity form

### List of main similar assignments

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

### Certificates of completion

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

Tender Specifications reference number: UGA20003-10013
6.3.2 TECHNICAL PROPOSAL

The technical proposal shall be presented in free format but is a must to include the original product brochures for all the medical equipment. These brochures shall be original and must clearly mention the brand name, model and technical specifications in a way that allows comparability of the offers. The contractor shall provide Manufacturer’s authorization letters for all equipment:
6.3.3 FINANCIAL PROPOSAL
Tender Forms – prices

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

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

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

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

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

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

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

<table>
<thead>
<tr>
<th>N°</th>
<th>Description</th>
<th>Unit</th>
<th>Quantity</th>
<th>Unit prices in Euro exc. VAT</th>
<th>Total prices in Euro exc. VAT</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Oxygen concentrator set</td>
<td>set</td>
<td>8</td>
<td>...€</td>
<td>...€</td>
</tr>
<tr>
<td>2.</td>
<td>Infusion pump set</td>
<td>set</td>
<td>12</td>
<td>...€</td>
<td>...€</td>
</tr>
<tr>
<td>3.</td>
<td>Suction machine set</td>
<td>set</td>
<td>7</td>
<td>...€</td>
<td>...€</td>
</tr>
<tr>
<td>4.</td>
<td>Phototherapy machine set</td>
<td>set</td>
<td>8</td>
<td>...€</td>
<td>...€</td>
</tr>
<tr>
<td>5.</td>
<td>Incubator set</td>
<td>set</td>
<td>13</td>
<td>...€</td>
<td>...€</td>
</tr>
<tr>
<td>6.</td>
<td>Apnoea monitors set</td>
<td>set</td>
<td>6</td>
<td>...€</td>
<td>...€</td>
</tr>
<tr>
<td>7.</td>
<td>Warmers set</td>
<td>set</td>
<td>13</td>
<td>...€</td>
<td>...€</td>
</tr>
<tr>
<td>8.</td>
<td>Vacuum extractor set</td>
<td>set</td>
<td>1</td>
<td>...€</td>
<td>...€</td>
</tr>
<tr>
<td>9.</td>
<td>Dilation and Curettage set</td>
<td>set</td>
<td>3</td>
<td>...€</td>
<td>...€</td>
</tr>
<tr>
<td>10.</td>
<td>Portable ultrasound scanner</td>
<td>set</td>
<td>5</td>
<td>...€</td>
<td>...€</td>
</tr>
<tr>
<td></td>
<td>Description</td>
<td>Quantity</td>
<td>Price (€)</td>
<td>Total Price (€)</td>
<td></td>
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<td>---</td>
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<tr>
<td>11</td>
<td>Anaesthesia machine set</td>
<td>2</td>
<td></td>
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<td></td>
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<tr>
<td>12</td>
<td>Sterilizer/autoclave 75 lts set</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>13</td>
<td>Theatre bed set</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>14</td>
<td>Hot air oven set</td>
<td>1</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>Total price in Euros</td>
<td></td>
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</tr>
</tbody>
</table>

VAT percentage (if applicable):

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

Name and first name: ..........................................................

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

Place and date: ..........................................................

Signature: ..........................................................