



**PRIVATE SECTOR FOUNDATION UGANDA (PSFU)**

**BIDDING DOCUMENT FOR PROCUREMENT SUPPLY AND DELIVERY OF GUN  
THERMOMETERS, HEAD SHIELDS FOR MEDICAL WORKERS, PROTECTIVE  
SUITS FOR MEDICAL WORKERS, FACE MASKS, MEDICAL BEDS, LINEN AND  
MATTRESSES FOR CERRRP**

**OPEN DOMESTIC BIDDING/TENDERING**

**REF: PSFU/CERRRP/ SUPLS/19-20/00001**

**PURCHASER: PRIVATE SECTOR FOUNDATION UGANDA**

**COUNTRY: UGANDA**

**ISSUE DATE: 13<sup>TH</sup> JULY, 2020**

## **SBD for Procurement of Goods**

### **Summary**

#### **PART 1 – BIDDING PROCEDURES**

##### **Section I. Instructions to Bidders (ITB)**

This Section provides information to help Bidders prepare their bids. Information is also provided on the submission, opening, and evaluation of bids and on the award of Contracts. Section I contains provisions that are to be used without modification.

##### **Section II. Bidding Data Sheet (BDS)**

This Section includes provisions that are specific to each procurement and that supplement Section I, Instructions to Bidders.

##### **Section III. Evaluation and Qualification Criteria**

This Section specifies the criteria to be used to determine the lowest evaluated bid, and the Bidder's qualification requirements to perform the contract.

##### **Section IV. Bidding Forms**

This Section includes the forms for the Bid Submission, Price Schedules, Bid Security, and the Manufacturer's Authorization to be submitted with the Bid.

##### **Section V. Eligible Countries**

This Section contains information regarding eligible countries.

#### **PART 2 – SUPPLY REQUIREMENTS**

##### **Section VI. Schedule of Requirements**

This Section includes the List of Goods and Related Services, the Delivery and Completion Schedules, the Technical Specifications and the Drawings that describe the Goods and Related Services to be procured.

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## **PART 1 – Bidding Procedures**



# Section I. Instructions to Bidders

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## Section I. Instructions to Bidders

### General

- Scope of Bid**
- 1.1 The Purchaser **indicated in the Bidding Data Sheet (BDS)**, issues these Bidding Documents for the supply of Goods and Related Services incidental thereto as specified in Section VI, Schedule of Requirements. The name and identification number of this Restricted Bidding method procurement are **specified in the BDS**. The name, identification, and number of lots of are **provided in the BDS**.
- 1.2 Throughout these Bidding Documents:
- (a) the term “in writing” means communicated in written form (e.g. by mail, e-mail, fax, telex) with proof of receipt;
  - (b) if the context so requires, “singular” means “plural” and vice versa; and
  - (c) “day” means calendar day.
- Eligible Bidders**
- 4.1 A Bidder, and all parties constituting the Bidder, may have the nationality of any country, subject to the restrictions specified in Section V, Eligible Countries. A Bidder shall be deemed to have the nationality of a country if the Bidder is a citizen or is constituted, incorporated, or registered and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed subcontractors or suppliers for any part of the Contract including Related Services.
- 4.2 A Bidder shall not have a conflict of interest. All bidders found to have conflict of interest shall be disqualified. Bidders may be considered to have a conflict of interest with one or more parties in this bidding process, if they:
- (a) are or have been associated in the past, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under these Bidding Documents ; or
  - (b) submit more than one bid in this bidding process, except for alternative offers permitted under ITB Clause 13. However, this does not limit the participation of

subcontractors in more than one bid;

4.5 Government-owned enterprises in the Borrower's Country shall be eligible only if they can establish that they (i) are legally and financially autonomous, (ii) operate under commercial law, and (iii) are not a dependent agency of the Purchaser.

4.6 Bidders shall provide such evidence of their continued eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request.

**Eligible Goods and  
Related  
Services**

5.1 For purposes of this Clause, the term "goods" includes commodities, raw material, machinery, equipment, and industrial plants; and "related services" includes services such as insurance, installation, training, and initial maintenance.

5.2 The term "origin" means the country where the goods have been mined, grown, cultivated, produced, manufactured or processed; or, through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

### **Contents of Bidding Documents**

**Sections of Bidding  
Documents**

6.1 The Bidding Documents consist of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read in conjunction with any Addendum issued in accordance with ITB Clause 8.

#### **PART 1 Bidding Procedures**

- Section I. Instructions to Bidders (ITB)
- Section II. Bidding Data Sheet (BDS)
- Section III. Evaluation and Qualification Criteria
- Section IV. Bidding Forms
- Section V. Eligible Countries

## PART 2 Supply Requirements

- Section VI. Schedule of Requirements

## PART 3 Contract

- Section VII. General Conditions of Contract (GCC)
- Section VIII. Special Conditions of Contract (SCC)
- Section IX. Contract Forms

6.2 The Invitation for Bids issued by the Purchaser is not part of the Bidding Documents.

6.3 The Purchaser is not responsible for the completeness of the Bidding Documents and their addendum, if they were not obtained directly from the Purchaser.

6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents. Failure to furnish all information or documentation required by the Bidding Documents may result in the rejection of the bid.

### Clarification of Bidding Documents

7.1 A prospective Bidder requiring any clarification of the Bidding Documents shall contact the Purchaser in writing at the Purchaser's address **specified in the BDS**. The Purchaser will respond in writing to any request for clarification, provided that such request is received no later than twenty-one (21) days prior to the deadline for submission of bids. The Purchaser shall forward copies of its response to all those who have acquired the Bidding Documents directly from it, including a description of the inquiry but without identifying its source. Should the Purchaser deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under ITB Clause 8 and ITB Sub-Clause 24.2.

### Amendment of Bidding Documents

8.1 At any time prior to the deadline for submission of bids, the Purchaser may amend the Bidding Documents by issuing addendum.

8.2 Any addendum issued shall be part of the Bidding Documents and shall be communicated in writing to all who have obtained the Bidding Documents directly from the Purchaser.

8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Purchaser may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB Sub-Clause 24.2

## Preparation of Bids

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| <b>Cost of Bidding</b>                                 | 9.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.   |
| <b>Language of Bid</b>                                 | 10.1 The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in the language <b>specified in the BDS</b> . Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages into the language <b>specified in the BDS</b> , in which case, for purposes of interpretation of the Bid, such translation shall govern.  |
| <b>Documents<br/>Comprising the<br/>Bid</b>            | <p>11.1 The Bid shall comprise the following:</p> <ul style="list-style-type: none"> <li>(a) Bid Submission Form and the applicable Price Schedules, in accordance with ITB Clauses 12, 14, and 15;</li> <li>(b) Bid Security or Bid-Securing Declaration, in accordance with ITB Clause 21, if required;</li> <li>(c) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB Clause 22;</li> <li>(d) documentary evidence in accordance with ITB Clause 16 establishing the Bidder's eligibility to bid;</li> <li>(e) documentary evidence in accordance with ITB Clause 17, that the Goods and Related Services to be supplied by the Bidder are of eligible origin;</li> <li>(f) documentary evidence in accordance with ITB Clauses 18 and 30, that the Goods and Related Services conform to the Bidding Documents;</li> <li>(g) documentary evidence in accordance with ITB Clause 19 establishing the Bidder's qualifications to perform the contract if its bid is accepted; and</li> <li>(h) any other document <b>required in the BDS</b>.</li> </ul> |
| <b>Bid Submission<br/>Form and Price<br/>Schedules</b> | 12.1 The Bidder shall submit the Bid Submission Form using the form furnished in Section IV, Bidding Forms. This form must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.  |

- 12.2 The Bidder shall submit the Price Schedules for Goods and Related Services, according to their origin as appropriate, using the forms furnished in Section IV, Bidding Forms
- Alternative Bids** 13.1 Unless otherwise **specified in the BDS**, alternative bids shall not be considered.
- Bid Prices and Discounts** 14.1 The prices and discounts quoted by the Bidder in the Bid Submission Form and in the Price Schedules shall conform to the requirements specified below.
- 14.2 All lots and items must be listed and priced separately in the Price Schedules.
- 14.3 The price to be quoted in the Bid Submission Form shall be the total price of the bid, excluding any discounts offered.
- 14.4 The Bidder shall quote any unconditional discounts and indicate the method for their application in the Bid Submission Form.
- 14.5 The terms EXW, CIP, and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by The International Chamber of Commerce, as specified in the **BDS**.
- 14.6 Prices shall be quoted as specified in each Price Schedule included in Section IV, Bidding Forms. The dis-aggregation of price components is required solely for the purpose of facilitating the comparison of bids by the Purchaser. This shall not in any way limit the Purchaser's right to contract on any of the terms offered. In quoting prices, the Bidder shall be free to use transportation through carriers registered in any eligible country, in accordance with Section V Eligible Countries. Similarly, the Bidder may obtain insurance services from any eligible country in accordance with Section V Eligible Countries. Prices shall be entered in the following manner:
- (a) For Goods manufactured in the Purchaser's Country:
- (i) the price of the Goods quoted EXW (ex works, ex factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of the Goods;
- (ii) any Purchaser's Country sales tax and other taxes which will be payable on the Goods if the contract is awarded to the Bidder; and

- (iii) the price for inland transportation, insurance, and other local services required to convey the Goods to their final destination (Project Site) specified in the **BDS**.
- (b) For Goods manufactured outside the Purchaser's Country, to be imported:
  - (i) the price of the Goods, quoted CIP named place of destination, in the Purchaser's Country, or CIF named port of destination, as specified in the **BDS**;
  - (ii) the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination (Project Site) specified in the **BDS**;
  - (iii) in addition to the CIP prices specified in (b)(i) above, the price of the Goods to be imported may be quoted FCA (named place of destination) or CPT (named place of destination), if so specified in the **BDS**;
- (c) For Goods manufactured outside the Purchaser's Country, already imported:

*[For previously imported Goods, the quoted price shall be distinguishable from the original import value of these Goods declared to customs and shall include any rebate or mark-up of the local agent or representative and all local costs except import duties and taxes, which have been and/or have to be paid by the Purchaser. For clarity the bidders are asked to quote the price including import duties, and additionally to provide the import duties and the price net of import duties which is the difference of those values.]*

- (i) the price of the Goods, including the original import value of the Goods; plus any mark-up (or rebate); plus any other related local cost, and custom duties and other import taxes already paid or to be paid on the Goods already imported.
- (ii) the custom duties and other import taxes already paid (need to be supported with documentary evidence) or to be paid on the Goods already imported;
- (iii) the price of the Goods, obtained as the difference between (i) and (ii) above;

- (iv) any Purchaser's Country sales and other taxes which will be payable on the Goods if the contract is awarded to the Bidder; and
  - (v) the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination (Project Site) specified in the **BDS**.
  - (d) for Related Services, other than inland transportation and other services required to convey the Goods to their final destination, whenever such Related Services are specified in the Schedule of Requirements:
    - (i) the price of each item comprising the Related Services (inclusive of any applicable taxes).
- 14.7 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, unless otherwise specified in the **BDS**. A Bid submitted with an adjustable price quotation shall be treated as non responsive and shall be rejected, pursuant to ITB Clause 30. However, if in accordance with the **BDS**, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.
- 14.8 If so indicated in ITB Sub-Clause 1.1, bids are being invited for individual contracts (lots) or for any combination of contracts (packages). Unless otherwise indicated in the **BDS**, prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer any price reduction (discount) for the award of more than one Contract shall specify the applicable price reduction in accordance with ITB Sub-Clause 14.4 provided the bids for all lots are submitted and opened at the same time.

#### **Currencies of Bid**

- 15.1 The Bidder shall quote in the currency of the Purchaser's Country the portion of the bid price that corresponds to expenditures incurred in the currency of the Purchaser's country, unless otherwise specified in the **BDS**.
- 15.2 The Bidder may express the bid price in the currency of any country in accordance with Section V, Eligible countries. If the Bidder wishes to be paid in a combination of amounts in different currencies, it may quote its price accordingly but shall use no more than three currencies in addition to the currency of

the Purchaser's Country.

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| <b>Documents</b><br><b>Establishing the Eligibility of the Bidder</b>                     | 16.1 To establish their eligibility in accordance with ITB Clause 4, Bidders shall complete the Bid Submission Form, included in Section IV, Bidding Forms.   |
| <b>Documents</b><br><b>Establishing the Eligibility of the Goods and Related Services</b> | 17.1 To establish the eligibility of the Goods and Related Services in accordance with ITB Clause 5, Bidders shall complete the country of origin declarations in the Price Schedule Forms, included in Section IV, Bidding Forms.  |
| <b>Documents</b><br><b>Establishing the Conformity of the Goods and Related Services</b>  | 18.1 To establish the conformity of the Goods and Related Services to the Bidding Documents, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods conform to the technical specifications and standards specified in Section VI, Schedule of Requirements.<br><br>18.2 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Schedule of Requirements.<br><br>18.3 The Bidder shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period <b>specified in the BDS</b> following commencement of the use of the goods by the Purchaser.<br><br>18.4 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in the Schedule of Requirements, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Purchaser's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Schedule of Requirements. |
| <b>Documents</b><br><b>Establishing the Qualifications</b>                                | 19.1 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the  |



**of the Bidder**

Purchaser's satisfaction:

- (a) that, if **required in the BDS**, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IV, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in the Purchaser's Country;
- (b) that, if **required in the BDS**, in case of a Bidder not doing business within the Purchaser's Country, the Bidder is or will be (if awarded the contract) represented by an Agent in the country equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and
- (c) that the Bidder meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.

**Period of Validity of Bids**

- 20.1 Bids shall remain valid for the period **specified in the BDS** after the bid submission deadline date prescribed by the Purchaser. A bid valid for a shorter period shall be rejected by the Purchaser as non responsive.
- 20.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Purchaser may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB Clause 21, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its bid, except as provided in ITB Sub-Clause 20.3.
- 20.3 In the case of fixed price contracts, if the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial bid validity, the Contract price shall be adjusted as specified in the request for extension. Bid evaluation shall be based on the Bid Price without taking into consideration the above correction.

**Bid Security**

- 21.1 The Bidder shall furnish as part of its bid, a Bid-Securing Declaration, if required, as **specified in the BDS**.
- 21.2 The Bid Security shall be in the amount specified in the BDS and denominated in the currency of the Purchaser's Country or a

freely convertible currency, and shall:

- (a) at the bidder's option, be in the form of either a letter of credit, or a bank guarantee from a banking institution, or a bond issued by a surety;
- (b) be issued by a reputable institution selected by the bidder and located in any eligible country. If the institution issuing the bond is located outside the Purchaser's Country, it shall have a correspondent financial institution located in the Purchaser's Country to make it enforceable.
- (c) be substantially in accordance with one of the forms of Bid Security included in Section IV, Bidding Forms, or other form approved by the Purchaser prior to bid submission;
- (d) be payable promptly upon written demand by the Purchaser in case the conditions listed in ITB Clause 21.5 are invoked;
- (e) be submitted in its original form; copies will not be accepted;
- (f) remain valid for a period of 28 days beyond the validity period of the bids, as extended, if applicable, in accordance with ITB Clause 20.2;

21.3 If a Bid Security or a Bid- Securing Declaration is required in accordance with ITB Sub-Clause 21.1, any bid not accompanied by a substantially responsive Bid Security or Bid Securing Declaration in accordance with ITB Sub-Clause 21.1, shall be rejected by the Purchaser as non-responsive.

21.4 The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the Performance Security pursuant to ITB Clause 44.

21.5 The Bid Security may be forfeited or the Bid Securing Declaration executed:

- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Submission Form, except as provided in ITB Sub-Clause 20.2; or
- (b) if the successful Bidder fails to:
  - (i) sign the Contract in accordance with ITB Clause 43;
  - (ii) furnish a Performance Security in accordance with

## ITB Clause 44.

21.6 The Bid Security or Bid- Securing Declaration of a JV must be in the name of the JV that submits the bid. If the JV has not been legally constituted at the time of bidding, the Bid Security or Bid-Securing Declaration shall be in the names of all future partners as named in the letter of intent mentioned in Section IV “Bidding Forms,” Bidder Information Form Item 7.

21.7 If a bid security is **not required in the BDS**, and

- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid Form, except as provided in ITB 20.2, or
- (b) if the successful Bidder fails to: sign the Contract in accordance with ITB 43; or furnish a performance security in accordance with ITB 44;

the Borrower may, **if provided for in the BDS**, declare the Bidder disqualified to be awarded a contract by the Purchaser for a period of time **as stated in the BDS**.

**Format and  
Signing of Bid**

22.1 The Bidder shall prepare one original of the documents comprising the bid as described in ITB Clause 11 and clearly mark it “ORIGINAL.” In addition, the Bidder shall submit copies of the bid, in the number specified in the **BDS** and clearly mark them “COPY.” In the event of any discrepancy between the original and the copies, the original shall prevail.

22.2 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder.

22.3 Any interlineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.

**Submission and Opening of Bids**

**Submission,  
Sealing and  
Marking of  
Bids**

23.1 Bidders may always submit their bids by mail or by hand. When so specified in the **BDS**, bidders shall have the option of submitting their bids electronically.

- (a) Bidders submitting bids by mail or by hand, shall enclose the original and each copy of the Bid, including alternative bids, if permitted in accordance with ITB Clause 13, in separate sealed envelopes, duly marking the envelopes as “ORIGINAL” and “COPY.” These envelopes containing the original and the copies shall then be enclosed in one single envelope. The rest of the procedure shall be in accordance

with ITB sub-Clauses 23.2 and 23.3.

- (b) Bidders submitting bids electronically shall follow the electronic bid submission procedures specified in the **BDS**.

23.2 The inner and outer envelopes shall:

- (a) Bear the name and address of the Bidder;
- (b) be addressed to the Purchaser in accordance with ITB Sub-Clause 24.1;
- (c) bear the specific identification of this bidding process indicated in ITB 1.1 and any additional identification marks as **specified in the BDS**; and
- (d) bear a warning not to open before the time and date for bid opening, in accordance with ITB Sub-Clause 27.1.

23.3 If all envelopes are not sealed and marked as required, the Purchaser will assume no responsibility for the misplacement or premature opening of the bid.

**Deadline for  
Submission of  
Bids**

24.1 Bids must be received by the Purchaser at the address and no later than the date and time **specified in the BDS**.

24.2 The Purchaser may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB Clause 8, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

**Late Bids**

25.1 The Purchaser shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB Clause 24. Any bid received by the Purchaser after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.

**Withdrawal,  
Substitution,  
and  
Modification of  
Bids**

26.1 A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice in accordance with ITB Clause 23, duly signed by an authorized representative, and shall include a copy of the authorization (the power of attorney) in accordance with ITB Sub-Clause 22.2, (except that no copies of the withdrawal notice are required). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:

- (a) submitted in accordance with ITB Clauses 22 and 23 (except that withdrawal notices do not require copies), and

in addition, the respective envelopes shall be clearly marked “WITHDRAWAL,” “SUBSTITUTION,” or “MODIFICATION;” and

- (b) received by the Purchaser prior to the deadline prescribed for submission of bids, in accordance with ITB Clause 24.

26.2 Bids requested to be withdrawn in accordance with ITB Sub-Clause 26.1 shall be returned unopened to the Bidders.

26.3 No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Submission Form or any extension thereof.

### **Bid Opening**

27.1 The Purchaser shall conduct the bid opening in public at the address, date and time **specified in the BDS**. Any specific electronic bid opening procedures required if electronic bidding is permitted in accordance with ITB Sub-Clause 23.1, shall be as **specified in the BDS**.

27.2 First, envelopes marked “WITHDRAWAL” shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. If the withdrawal envelope does not contain a copy of the “power of attorney” confirming the signature as a person duly authorized to sign on behalf of the Bidder, the corresponding bid will be opened. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening. Next, envelopes marked “SUBSTITUTION” shall be opened and read out and exchanged with the corresponding Bid being substituted, and the substituted Bid shall not be opened, but returned to the Bidder. No Bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at bid opening. Envelopes marked “MODIFICATION” shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid opening. Only envelopes that are opened and read out at Bid opening shall be considered further.

27.3 All other envelopes shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the Bid Prices, including any discounts and alternative offers; the presence of a Bid Security or Bid-Securing Declaration, if required; and any other details as the Purchaser may consider

appropriate. Only discounts and alternative offers read out at Bid opening shall be considered for evaluation. No Bid shall be rejected at Bid opening except for late bids, in accordance with ITB Sub-Clause 25.1.

- 27.4 The Purchaser shall prepare a record of the Bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification; the Bid Price, per lot if applicable, including any discounts, and alternative offers if they were permitted; and the presence or absence of a Bid Security or Bid-Securing Declaration, if one was required. The Bidders' representatives who are present shall be requested to sign the attendance sheet. A copy of the record shall be distributed to all Bidders who submitted bids in time, and posted online when electronic bidding is permitted.

### **Evaluation and Comparison of Bids**

#### **Confidentiality**

- 28.1 Information relating to the examination, evaluation, comparison, and postqualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until publication of the Contract Award.
- 28.2 Any effort by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and postqualification of the bids or contract award decisions may result in the rejection of its Bid.
- 28.3 Notwithstanding ITB Sub-Clause 28.2, from the time of bid opening to the time of Contract Award, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, it should do so in writing.

#### **Clarification of Bids**

- 29.1 To assist in the examination, evaluation, comparison and post-qualification of the bids, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid and that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing. No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the Evaluation of the bids, in accordance with ITB Clause 31.

#### **Responsiveness of**

- 30.1 The Purchaser's determination of a bid's responsiveness is to be

**Bids**

based on the contents of the bid itself.

- 30.2 A substantially responsive Bid is one that conforms to all the terms, conditions, and specifications of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:
- (a) affects in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or
  - (b) limits in any substantial way, inconsistent with the Bidding Documents, the Purchaser's rights or the Bidder's obligations under the Contract; or
  - (c) if rectified would unfairly affect the competitive position of other bidders presenting substantially responsive bids.
- 30.3 If a bid is not substantially responsive to the Bidding Documents, it shall be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.

**Nonconformities,  
Errors, and  
Omissions**

- 31.1 Provided that a Bid is substantially responsive, the Purchaser may waive any non-conformities or omissions in the Bid that do not constitute a material deviation.
- 31.2 Provided that a bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
- 31.3 Provided that the Bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis:
- (a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;
  - (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and

- (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.
- 31.4 If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be rejected.
- Preliminary Examination of Bids**
- 32.1 The Purchaser shall examine the bids to confirm that all documents and technical documentation requested in ITB Clause 11 have been provided, and to determine the completeness of each document submitted.
- 32.2 The Purchaser shall confirm that the following documents and information have been provided in the Bid. If any of these documents or information is missing, the offer shall be rejected.
- (a) Bid Submission Form, in accordance with ITB Sub-Clause 12.1;
- (b) Price Schedules, in accordance with ITB Sub-Clause 12.2;
- (c) Bid Security or Bid Securing Declaration, in accordance with ITB Clause 21, if applicable.
- Examination of Terms and Conditions; Technical Evaluation**
- 33.1 The Purchaser shall examine the Bid to confirm that all terms and conditions specified in the GCC and the SCC have been accepted by the Bidder without any material deviation or reservation.
- 33.2 The Purchaser shall evaluate the technical aspects of the Bid submitted in accordance with ITB Clause 18, to confirm that all requirements specified in Section VI, Schedule of Requirements of the Bidding Documents have been met without any material deviation or reservation.
- 33.3 If, after the examination of the terms and conditions and the technical evaluation, the Purchaser determines that the Bid is not substantially responsive in accordance with ITB Clause 30, it shall reject the Bid.
- Conversion to Single Currency**
- 34.1 For evaluation and comparison purposes, the Purchaser shall convert all bid prices expressed in amounts in various currencies into an amount in a single currency **specified in the BDS**, using the selling exchange rates established by the source and on the date **specified in the BDS**.
- Domestic**
- 35.1 Domestic preference shall not be a factor in bid evaluation,



<b>Preference</b>	unless otherwise <b>specified in the BDS.</b>
<b>Evaluation of Bids</b>	<p>36.1 The Purchaser shall evaluate each bid that has been determined, up to this stage of the evaluation, to be substantially responsive.</p> <p>36.2 To evaluate a Bid, the Purchaser shall only use all the factors, methodologies and criteria defined in ITB Clause 36. No other criteria or methodology shall be permitted.</p> <p>36.3 To evaluate a Bid, the Purchaser shall consider the following:</p> <ul style="list-style-type: none"> <li>(a) evaluation will be done for Items or Lots, as <b>specified in the BDS</b>; and the Bid Price as quoted in accordance with clause 14;</li> <li>(b) price adjustment for correction of arithmetic errors in accordance with ITB Sub-Clause 31.3;</li> <li>(c) price adjustment due to discounts offered in accordance with ITB Sub-Clause 14.4;</li> <li>(d) adjustments due to the application of the evaluation criteria <b>specified in the BDS</b> from amongst those set out in Section III, Evaluation and Qualification Criteria;</li> <li>(e) adjustments due to the application of a margin of preference, in accordance with ITB Clause 35 if applicable.</li> </ul> <p>36.4 The Purchaser's evaluation of a bid will exclude and not take into account:</p> <ul style="list-style-type: none"> <li>(a) In the case of Goods manufactured in the Purchaser's Country, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the Bidder;</li> <li>(b) in the case of Goods manufactured outside the Purchaser's Country, already imported or to be imported, customs duties and other import taxes levied on the imported Good, sales and other similar taxes, which will be payable on the Goods if the contract is awarded to the Bidder;</li> <li>(c) any allowance for price adjustment during the period of execution of the contract, if provided in the bid.</li> </ul> <p>36.5 The Purchaser's evaluation of a bid may require the consideration of other factors, in addition to the Bid Price quoted in accordance with ITB Clause 14. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to</p>

facilitate comparison of bids, unless otherwise specified in Section III, Evaluation and Qualification Criteria. The factors, methodologies and criteria to be used shall be as specified in ITB 36.3 (d).

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| <p>36.6</p> <p><b>Comparison of Bids</b></p> <p><b>Postqualification of the Bidder</b></p> <p><b>Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids</b></p> | <p>If so <b>specified in the BDS</b>, these Bidding Documents shall allow Bidders to quote separate prices for one or more lots, and shall allow the Purchaser to award one or multiple lots to more than one Bidder. The methodology of evaluation to determine the lowest-evaluated lot combinations, is specified in Section III, Evaluation and Qualification Criteria.</p> <p>37.1 The Purchaser shall compare all substantially responsive bids to determine the lowest-evaluated bid, in accordance with ITB Clause 36.</p> <p>38.1 The Purchaser shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive bid is qualified to perform the Contract satisfactorily.</p> <p>38.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 19.</p> <p>38.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event the Purchaser shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.</p> <p>39.1 The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders.</p> |
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### **Award of Contract**

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| <p><b>Award Criteria</b></p> <p><b>Purchaser's Right to Vary Quantities at</b></p> | <p>40.1 The Purchaser shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.</p> <p>41.1 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section VI, Schedule of</p> |
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<b>Time of Award</b>	Requirements, provided this does not exceed the percentages <b>specified in the BDS</b> , and without any change in the unit prices or other terms and conditions of the bid and the Bidding Documents.
<b>Notification of Award</b>	<p>42.1 Prior to the expiration of the period of bid validity, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted.</p> <p>42.2 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.</p> <p>42.3 The Purchaser shall publish in UNDB online and in the Market the results identifying the bid and lot numbers and the following information: (i) name of each Bidder who submitted a Bid; (ii) bid prices as read out at bid opening; (iii) name and evaluated prices of each Bid that was evaluated; (iv) name of bidders whose bids were rejected and the reasons for their rejection; and (v) name of the winning Bidder, and the price it offered, as well as the duration and summary scope of the contract awarded. After publication of the award, unsuccessful bidders may request in writing to the Purchaser for a debriefing seeking explanations on the grounds on which their bids were not selected. The Purchaser shall promptly respond in writing to any unsuccessful Bidder who, after Publication of contract award, requests a debriefing.</p> <p>42.4 Upon the successful Bidder's furnishing of the signed Contract Form and performance security pursuant to ITB Clause 44, the Purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 21.4.</p>

- Signing of Contract**
- 43.1 Promptly after notification, the Purchaser shall send the successful Bidder the Agreement and the Special Conditions of Contract.
- 43.2 Within twenty-eight (28) days of receipt of the Agreement, the successful Bidder shall sign, date, and return it to the Purchaser.
- 43.3 Notwithstanding ITB 43.2 above, in case signing of the Contract Agreement is prevented by any export restrictions attributable to the Purchaser, to the country of the Purchaser, or to the use of the products/goods, systems or services to be supplied, where such export restrictions arise from trade regulations from a country supplying those products/goods, systems or services, the Bidder shall not be bound by its bid, always provided, always provided, however, that the Bidder can demonstrate to the satisfaction of the Purchaser and of the Bank that signing of the Contract Agreement has not been prevented by any lack of diligence on the part of the Bidder in completing any formalities, including applying for permits, authorizations and licenses necessary for the export of the products/goods, systems or services under the terms of the Contract.
- Performance Security**
- 44.1 Within twenty eight (28) days of the receipt of notification of award from the Purchaser, the successful Bidder, if required, shall furnish the Performance Security in accordance with the GCC, using for that purpose the Performance Security Form included in Section IX Contract forms, or another Form acceptable to the Purchaser. The Purchaser shall promptly notify the name of the winning Bidder to each unsuccessful Bidder and discharge the Bid Securities of the unsuccessful bidders pursuant to ITB Sub-Clause 21.4.
- 44.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security or execution of the Bid-Securing Declaration. In that event the Purchaser may award the Contract to the next lowest evaluated Bidder, whose offer is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily.

## **Section II. Bidding Data Sheet (BDS)**

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.



<b>ITB 1.1</b>	The Employer is: <i>Private Sector Foundation Uganda</i>
<b>ITB 1.1</b>	<p>The name of the bidding process is: <b>Bidding Document for Procurement Supply and Delivery of Gun Thermometers, Head Shields for Medical Workers, Protective Suites for Medical Workers, Face Masks, Medical Beds, Linen and Mattresses</b></p> <p>The identification number of the bidding process is: <i>PSF/ CERRRP/ SUPLS/19-20/00001</i></p> <p>The number and identification of lots comprising this bidding process is:</p> <p style="padding-left: 40px;"><b>Lot 1: Supply and delivery of (1,300) Gun Thermometers</b></p> <p style="padding-left: 40px;"><b>Lot 2: Supply and delivery of (2,000) Head Shields for Medical Workers</b></p> <p style="padding-left: 40px;"><b>Lot 3: Supply and delivery of (2,000) Protective Suites for Medical Workers</b></p> <p style="padding-left: 40px;"><b>Lot 4: Supply and delivery of (100,000) Face Masks</b></p> <p style="padding-left: 40px;"><b>Lot 5: Supply and delivery of (1,000) Medical beds</b></p> <p style="padding-left: 40px;"><b>Lot 6: Supply and delivery of (1,000) Mattresses</b></p> <p style="padding-left: 40px;"><b>Lot 7: Supply and delivery of (1000) Linen</b></p>
<b>ITB 2.1</b>	The Borrower is: <i>NA</i>
<b>ITB 2.1</b>	The name of the Project is: <b>COVID-19 Economic Recovery and Resilience Response Program (CERRRP)</b>
<b>ITB 4.1(a)</b>	The individuals or firms in a JV <i>shall</i> be jointly and severally liable.

### B. Bidding Documents

<b>ITB 7.1</b>	<p>For <u><b>clarification purposes</b></u> only, the Employer's address is:</p> <p><b>Executive Director</b>          Attention: <i>The Head Procurement Department Unit</i>          Street Address: <i>Plot 43, Nakasero Road</i>          City: <i>Kampala</i>          ZIP Code: <i>P.O. Box 7683</i>          Country: <i>Uganda</i>          Telephone: <i>+256 312 263 849; +256 312 263 850</i>          Facsimile number: <i>+256 312 266 440</i>          Electronic mail address:          Requests for clarification should be received by the Employer no later than: <i>Three days before submission deadline</i></p>
<b>ITB 7.4</b>	<p>A Pre-Bid meeting <i>shall</i> take place at</p> <p style="text-align: center;"><b>NA</b></p>

	<b>C. Preparation of Bids</b>
<b>ITB 10.1</b>	The language of the bid is: <b><i>“English”</i></b>
<b>ITB 11.1 (h)</b>	The Bidder shall submit the following additional documents in its bid: <b>(a) The bidder shall provide the physical address, as well as the telephone and email contacts (that can be reached) of the previous Clients indicated as references under the post qualification. Failure to reach the previous clients will lead to disqualification</b>
<b>ITB 13.1</b>	Alternative Bids <b><i>shall not be</i></b> considered.
<b>ITB 14.5</b>	The Incoterms edition is: <b><i>Incoterms 2010</i></b> .
<b>ITB 14.6 (b) (i) and (c) (iii)</b>	Place of Destination: <b><i>KAMPALA</i></b>
<b>ITB 14.6 (a) (iii);(b)(ii) and (c)(v)</b>	“Final destination (Project Site)”: <b><i>Private Sector Foundation Uganda Offices Plot 43 Nakasero Road, Kampala</i></b>
<b>ITB 14.6 (b) (iii)</b>	In addition to the CIP price specified in ITB 14.6 (b)(i), the price of the Goods manufactured outside the Purchaser’s Country shall be quoted: DDP
<b>ITB 14.7</b>	The prices quoted by the Bidder <b><i>shall not be</i></b> adjustable.
<b>ITB 14.8</b>	Prices quoted for each lot shall correspond at least to <b>100 %</b> of the items specified for each lot.  Prices quoted for each item of a lot shall correspond at least to <b>100 %</b> of the quantities specified for this item of a lot.
<b>ITB 15.1</b>	The Bidder <b>is not</b> required to quote in the currency of the Purchaser’s Country the portion of the bid price that corresponds to expenditures incurred in that currency.
<b>ITB 18.3</b>	Period of time the Goods are expected to be functioning (for the purpose of spare parts): <b>3 years</b>
<b>ITB 19.1 (a)</b>	Manufacturer’s authorization is <b>required</b>
<b>ITB 19.1 (b)</b>	After sales service is <b>required</b>



ITB 20.1	The bid validity period shall be <i>One Hundred Twenty (120)</i> days.
ITB 21.1	<b>Bids shall include a Bid Securing Declaration in a format included in Section IV Bidding Forms.</b> <b>The Bid Securing Declaration shall remain valid for a period of 28 days beyond the validity period of the bid.</b>
ITB 21.2	The amount of the Bid Security shall be: N/A
ITB 21.7	If the Bidder incurs any of the actions prescribed in subparagraphs (a) or (b) of this provision, the Borrower will declare the Bidder ineligible to be awarded contracts by the Purchaser for a period of three years.
ITB 22.1	In addition to the original of the bid, the number of copies is: <b>Three (03)</b>
<b>D. Submission and Opening of Bids</b>	
ITB 23.1	Bidders shall <b>not</b> have the option of submitting their bids electronically.
ITB 23.1 (b)	If bidders shall have the option of submitting their bids electronically, the electronic bidding submission procedures shall be: N/A
ITB 23.2 (c)	The Subject or the inner and outer envelopes shall bear the following additional identification marks: <b>“Tender for the Supply and Delivery of Gun Thermometers, Head Shields for Medical Workers, Protective Suites for Medical Workers, Face Masks, Medical Beds, Linen And Mattresses</b>
ITB 24.1	For bid submission purposes, the Purchaser’s address is: <b>Executive Director</b> Attention: <i>The Head Procurement Department Unit</i> <i>Private Sector Foundation Uganda</i> <i>Plot 43, Nakasero Road</i> <i>P.O. Box 7683 Kampala</i> <i>Uganda</i> <i>Electronic mail address: <a href="mailto:fkisirinya@psfuganda.org.ug">fkisirinya@psfuganda.org.ug</a></i>  <b><u>CC: <a href="mailto:mokello@psfuganda.org.ug">mokello@psfuganda.org.ug</a>; <a href="mailto:assenyondwa@psfuganda.org.ug">assenyondwa@psfuganda.org.ug</a></u></b>  The deadline for the submission of bids is: <b>July, 20<sup>th</sup>, 2020 at 15:00 hrs</b>

<b>ITB 27.1</b>	<p>The bid opening shall take place at:</p> <p><b><i>The Private Sector Foundation Uganda</i></b>  Street Address: <b><i>Plot 43, Nakasero Road</i></b>  Floor/Room number: <b><i>PSFU Board Room - PSFU Building</i></b>  City: <b><i>Kampala</i></b>  <b><i>Uganda</i></b>  <b>July, 20<sup>th</sup>, 2020 at 15:00 hrs</b></p>
<b>ITB 27.1</b>	<p>If electronic bid submission is permitted in accordance with ITB sub-clause 23.1, the specific bid opening procedures shall be: <b>N/A</b></p>
	<p><b>E. Evaluation and Comparison of Bids</b></p>
<b>ITB 34.1</b>	<p>Bid prices expressed in different currencies shall be converted in:  <b>Uganda Shillings</b></p> <p>The source of exchange rate shall be: <b>Bank of Uganda</b></p> <p>The date for the exchange rate shall be <b>the deadline date for Bid submission</b></p>
<b>ITB 35.1</b>	<p>Domestic preference <b>shall not</b> be a bid evaluation factor.</p>
<b>ITB 36.3(a)</b>	<p>Evaluation will be done for Lots.</p> <p><b>Bids will be evaluated by lot. The price quoted should be inclusive of taxes and duties to Uganda Revenue Authority. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items. An item not listed in the Price Schedule shall be assumed to be not included in the bid, and provided that the bid is substantially responsive, the average price of the item quoted by substantially responsive bidders will be added to the bid price and the equivalent total cost of the bid so determined will be used for price comparison.</b></p>

<b>ITB 36.3(d)</b>	<p>The adjustments shall be determined using the following criteria, from amongst those set out in Section III, Evaluation and Qualification Criteria:</p> <ul style="list-style-type: none"> <li>(a) Deviation in Delivery schedule: <b>No</b></li> <li>(b) Deviation in payment schedule: <b>No</b></li> <li>(c) the cost of major replacement components, mandatory spare parts, and service: <b>No</b></li> <li>(d) the availability in the Purchaser's Country of spare parts and after-sales services for the equipment offered in the bid: <b>No</b></li> <li>(e) the projected operating and maintenance costs during the life of the equipment : <b>No</b></li> <li>(f) the performance and productivity of the equipment offered; <b>No</b></li> </ul>
<b>ITB 36.6</b>	Bidders shall be allowed to quote separate prices for one or more lots.
	<b>F. Award of Contract</b>
<b>ITB 41.1</b>	<p>The maximum percentage by which quantities may be increased is: <b>25%</b> The maximum percentage by which quantities may be decreased is: <b>25%</b></p>

## **Section III. Evaluation and Qualification Criteria**

### **Contents**

1. Multiple Contracts (ITB 36.6)
2. Post qualification Requirements (ITB 38.2)

#### **1. Multiple Contracts (ITB 36.6)**

The Purchaser shall award multiple contracts to the Bidder that offers the lowest evaluated combination of bids (one contract per bid) and meets the post-qualification criteria (this Section III, Sub-Section ITB 38.2 Post-Qualification Requirements)

The Purchaser shall:

- (a) evaluate only lots or contracts that include at least the percentages of items per lot and quantity per item as specified in ITB Sub Clause 14.8
- (b) take into account:
  - (i) the lowest-evaluated bid for each lot and
  - (ii) the price reduction per lot and the methodology for its application as offered by the Bidder in its bid”

#### **4. Post qualification Requirements (ITB 38.2)**

After determining the lowest-evaluated bid in accordance with ITB Sub-Clause 37.1, the Purchaser shall carry out the post qualification of the Bidder in accordance with ITB Clause 38, using only the requirements specified. Requirements not included in the text below shall not be used in the evaluation of the Bidder’s qualifications.

For each lot the following (to qualify for award of multiple lots, a bidder must meet the aggregate qualification requirements)

- (a) Financial Capability

The Bidder shall furnish Audited Financial Accounts for the last three years as documentary evidence that it meets the following financial requirement(s):  
Average Annual Turnover of not less than twice the bid price

(b) Experience and Technical Capacity

- i. The Bidder shall furnish documentary evidence to demonstrate that the Bidder meets the following experience requirement(s): A minimum of three (3) contracts of similar nature/type, scope and of value to the offered goods executed by the Bidder in the last three (3) years supported by copies of delivery notes and Certificates of acceptance and/or good performance from the previous clients.
- ii. Availability in the Uganda of spare parts and after-sales services for the Items offered in the bid

(c) The Bidder shall furnish documentary evidence to demonstrate that the Goods it offers meet the usage requirement and performance requirements in conditions similar to Uganda for the last at least 5 years to demonstrate durability of offered items supported with documentary evidence



## **Section IV. Bidding Forms**

### **Table of Forms**

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## Bidder Information Form

*[The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]*

Date: *[insert date (as day, month and year) of Bid Submission]*  
 - No.: *[insert number of bidding process]*

Page \_\_\_\_\_ of \_\_\_\_\_ pages

1. Bidder's Legal Name <i>[insert Bidder's legal name]</i>
2. In case of JV, legal name of each party: <i>[insert legal name of each party in JV]</i>
3. Bidder's actual or intended Country of Registration: <i>[insert actual or intended Country of Registration]</i>
4. Bidder's Year of Registration: <i>[insert Bidder's year of registration]</i>
5. Bidder's Legal Address in Country of Registration: <i>[insert Bidder's legal address in country of registration]</i>
6. Bidder's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i>
7. Attached are copies of original documents of: <i>[check the box(es) of the attached original documents]</i>  <input type="checkbox"/> Articles of Incorporation or Registration of firm named in 1, above, in accordance with ITB Sub-Clauses 4.1 and 4.2.  <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB Sub-Clause 4.1.  <input type="checkbox"/> In case of government owned entity from the Purchaser's country, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB Sub-Clause 4.5.



## Joint Venture Partner Information Form

*[The Bidder shall fill in this Form in accordance with the instructions indicated below].*

Date: *[insert date (as day, month and year) of Bid Submission]*

- No.: *[insert number of bidding process]*

Page \_\_\_\_\_ of \_\_\_\_\_ pages

1. Bidder's Legal Name: <i>[insert Bidder's legal name]</i>
2. JV's Party legal name: <i>[insert JV's Party legal name]</i>
3. JV's Party Country of Registration: <i>[insert JV's Party country of registration]</i>
4. JV's Party Year of Registration: <i>[insert JV's Party year of registration]</i>
5. JV's Party Legal Address in Country of Registration: <i>[insert JV's Party legal address in country of registration]</i>
6. JV's Party Authorized Representative Information Name: <i>[insert name of JV's Party authorized representative]</i> Address: <i>[insert address of JV's Party authorized representative]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers of JV's Party authorized representative]</i> Email Address: <i>[insert email address of JV's Party authorized representative]</i>
7. Attached are copies of original documents of: <i>[check the box(es) of the attached original documents]</i>  <input type="checkbox"/> Articles of Incorporation or Registration of firm named in 2, above, in accordance with ITB Sub-Clauses 4.1 and 4.2.  <input type="checkbox"/> In case of government owned entity from the Purchaser's country, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB Sub-Clause 4.5.

## Bid Submission Form

*[The Bidder shall fill in this Form in accordance with the instructions indicated. No alterations to its format shall be permitted and no substitutions shall be accepted.]*

Date: *[insert date (as day, month and year) of Bid Submission]*

- No.: *[insert number of bidding process]*

Invitation for Bid No.: *[insert No of IFB]*

Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: *[insert complete name of Purchaser]*

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda No.: \_\_\_\_\_ *[insert the number and issuing date of each Addenda];*
- (b) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods and Related Services \_\_\_\_\_ *[insert a brief description of the Goods and Related Services];*
- (c) The total price of our Bid, excluding any discounts offered in item (d) below, is: \_\_\_\_\_ *[insert the total bid price in words and figures, indicating the various amounts and the respective currencies];*
- (d) The discounts offered and the methodology for their application are:

**Discounts.** If our bid is accepted, the following discounts shall apply. \_\_\_\_\_ *[Specify in detail each discount offered and the specific item of the Schedule of Requirements to which it applies.]*

**Methodology of Application of the Discounts.** The discounts shall be applied using the following method: \_\_\_\_\_ *[Specify in detail the method that shall be used to apply the discounts];*

- (e) Our bid shall be valid for the period of time specified in ITB Sub-Clause 20.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 24.1, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) If our bid is accepted, we commit to obtain a performance security in accordance with ITB Clause 44 and GCC Clause 18 for the due performance of the Contract;
- (g) We, including any subcontractors or suppliers for any part of the contract, have nationality from eligible countries \_\_\_\_\_ *[insert the nationality of the Bidder,*

*including that of all parties that comprise the Bidder, if the Bidder is a JV, and the nationality each subcontractor and supplier]*

- (h) We have no conflict of interest in accordance with ITB Sub-Clause 4.2;
- (i) Our firm, its affiliates or subsidiaries—including any subcontractors or suppliers for any part of the contract—has not been declared ineligible by the Bank, under the Purchaser’s country laws or official regulations, in accordance with ITB Sub-Clause 4.3;
- (j) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*

Name of Recipient	Address	Reason	Amount
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(If none has been paid or is to be paid, indicate “none.”)

- (k) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.
- (l) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Signed: \_\_\_\_\_ *[insert signature of person whose name and capacity are shown]*  
 In the capacity of \_\_\_\_\_ *[insert legal capacity of person signing the Bid Submission Form]*

Name: \_\_\_\_\_ *[insert complete name of person signing the Bid Submission Form]*

Duly authorized to sign the bid for and on behalf of: \_\_\_\_\_ *[insert complete name of Bidder]*

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert date of signing]*

## Price Schedule Forms

*[The Bidder shall fill in these Price Schedule Forms in accordance with the instructions indicated. The list of line items in column 1 of the **Price Schedules** shall coincide with the List of Goods and Related Services specified by the Purchaser in the Schedule of Requirements.]*

## Price Schedule: Goods Manufactured Outside the Purchaser's Country, to be Imported

(Group C bids, goods to be imported)							Date: _____ - No: _____	
Currencies in accordance with ITB Sub-Clause 15							Alternative No: _____ Page N° _____ of _____	
1	2	3	4	5	6	7	8	9
Line Item N°	Description of Goods	Country of Origin	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price CIP <i>[insert place of destination]</i> in accordance with ITB 14.6(b)(i)	CIP Price per line item (Col. 5x6)	Price per line item for inland transportation and other services required in the Purchaser's country to convey the Goods to their final destination specified in BDS	Total Price per Line item (Col. 7+8)
<i>[insert number of the item]</i>	<i>[insert name of good]</i>	<i>[insert country of origin of the Good]</i>	<i>[insert quoted Delivery Date]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert unit price CIP per unit]</i>	<i>[insert total CIP price per line item]</i>	<i>[insert the corresponding price per line item]</i>	<i>[insert total price of the line item]</i>
Total Price								

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[Insert Date]*

## Price Schedule: Goods Manufactured Outside the Purchaser's Country, already imported

(Group C bids, Goods already imported)

Currencies in accordance with ITB Sub-Clause 15

Date: \_\_\_\_\_

- No: \_\_\_\_\_

Alternative No: \_\_\_\_\_

Page N° \_\_\_\_\_ of \_\_\_\_\_

1	2	3	4	5	6	7	8	9	10	11	12
Line Item N°	Description of Goods	Country of Origin	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price including Custom Duties and Import Taxes paid, in accordance with ITB 14.6(c)(i)	Custom Duties and Import Taxes paid per unit in accordance with ITB 14.6(c)(ii) , [to be supported by documents]	Unit Price net of custom duties and import taxes, in accordance with ITB 14.6 (c) (iii) (Col. 6 minus Col.7)	Price per line item net of Custom Duties and Import Taxes paid, in accordance with ITB 14.6(c)(i) (Col. 5×8)	Price per line item for inland transportation and other services required in the Purchaser's country to convey the goods to their final destination, as specified in BDS in accordance with ITB 14.6 (c)(v)	Sales and other taxes paid or payable per item if Contract is awarded (in accordance with ITB 14.6(c)(iv)	Total Price per line item (Col. 9+10)
<i>[insert number of the item]</i>	<i>[insert name of Goods]</i>	<i>[insert country of origin of the Good]</i>	<i>[insert quoted Delivery Date]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert unit price per unit]</i>	<i>[insert custom duties and taxes paid per unit]</i>	<i>[insert unit price net of custom duties and import taxes]</i>	<i>[insert price per line item net of custom duties and import taxes]</i>	<i>[insert price per line item for inland transportation and other services required in the Purchaser's country]</i>	<i>[insert sales and other taxes payable per item if Contract is awarded]</i>	<i>[insert total price per line item]</i>
										Total Bid Price	

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date]*

## Price Schedule: Goods Manufactured in the Purchaser's Country

Purchaser's Country _____		(Group A and B bids)  Currencies in accordance with ITB Sub-Clause 15				Date: _____ - No: _____ Alternative No: _____ Page N° _____ of _____			
1	2	3	4	5	6	7	8	9	10
Line Item N°	Description of Goods	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price EXW	Total EXW price per line item (Col. 4x5)	Price per line item for inland transportation and other services required in the Purchaser's Country to convey the Goods to their final destination	Cost of local labor, raw materials and components from with origin in the Purchaser's Country % of Col. 5	Sales and other taxes payable per line item if Contract is awarded (in accordance with ITB 14.6(a)(ii))	Total Price per line item (Col. 6+7)
<i>[insert number of the item]</i>	<i>[insert name of Good]</i>	<i>[insert quoted Delivery Date]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert EXW unit price]</i>	<i>[insert total EXW price per line item]</i>	<i>[insert the corresponding price per line item]</i>	<i>[Insert cost of local labor, raw material and components from within the Purchase's country as a % of the EXW price per line item]</i>	<i>[insert sales and other taxes payable per line item if Contract is awarded]</i>	<i>[insert total price per item]</i>
Total Price									

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date]*

## Price and Completion Schedule - Related Services

Currencies in accordance with ITB Sub-Clause 15					Date: _____ - No: _____ Alternative No: _____ Page N° _____ of _____	
1	2	3	4	5	6	7
Service N°	Description of Services (excludes inland transportation and other services required in the Purchaser's country to convey the goods to their final destination)	Country of Origin	Delivery Date at place of Final destination	Quantity and physical unit	Unit price	Total Price per Service (Col. 5*6 or estimate)
<i>[insert number of the Service ]</i>	<i>[insert name of Services]</i>	<i>[insert country of origin of the Services]</i>	<i>[insert delivery date at place of final destination per Service]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert unit price per item]</i>	<i>[insert total price per item]</i>
<b>Total Bid Price</b>						

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date]*



## Bid-Securing Declaration

*[The Bidder shall fill in this Form in accordance with the instructions indicated.]*

Date: *[date (as day, month and year)]*

Bid No.: *[number of bidding process]*

Alternative No.: *[identification No if this is a Bid for an alternative]*

To: *[complete name of Purchaser]*

We, the undersigned, declare that:

We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration.

We accept that we will automatically be suspended from being eligible for bidding in any contract with the Purchaser for the period of time of *[number of months or years]* starting on *[date]*, if we are in breach of our obligation(s) under the bid conditions, because we:

- (a) have withdrawn our Bid during the period of bid validity specified in the Form of Bid; or
- (b) having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity, (i) fail or refuse to execute the Contract; or (ii) fail or refuse to furnish the Performance Security, if required, in accordance with the ITB.

We understand this Bid Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of our Bid.

Signed: *[signature of person whose name and capacity are shown]* In the capacity of *[legal capacity of person signing the Bid Securing Declaration]*

Name: *[complete name of person signing the Bid Securing Declaration]*

Duly authorized to sign the bid for and on behalf of: *[complete name of Bidder]*

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[date of signing]*  
Corporate Seal (where appropriate)

*[Note: In case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid.]*

## Manufacturer's Authorization

*[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. The Bidder shall include it in its bid, if so indicated in the **BDS**.]*

Date: *[insert date (as day, month and year) of Bid Submission]*

- No.: *[insert number of bidding process]*

Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: *[insert complete name of Purchaser]*

### WHEREAS

We *[insert complete name of Manufacturer]*, who are official manufacturers of *[insert type of goods manufactured]*, having factories at *[insert full address of Manufacturer's factories]*, do hereby authorize *[insert complete name of Bidder]* to submit a bid the purpose of which is to provide the following Goods, manufactured by us *[insert name and or brief description of the Goods]*, and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 28 of the General Conditions of Contract, with respect to the Goods offered by the above firm.

Signed: *[insert signature(s) of authorized representative(s) of the Manufacturer]*

Name: *[insert complete name(s) of authorized representative(s) of the Manufacturer]*

Title: *[insert title]*

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert date of signing]*

## Section V. Eligible Countries

1.

Para 1.8 (a) (ii): by an Act of Compliance with a Decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's Country prohibits any import of goods from that Country or any payments to persons or entities in that Country.

2. For the information of bidders, at the present time firms, goods and services from the following countries are excluded from this bidding:

(a) With reference to paragraph 1.8 (a) (i) of the Guidelines:

\_\_\_\_\_  
\_\_\_\_\_

(b) With reference to paragraph 1.8 (a) (ii) of the Guidelines:

\_\_\_\_\_  
\_\_\_\_\_



## **PART 2 – Supply Requirements**



# **Section VI. Schedule of Requirements**

## **Contents**

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## 1. List of Goods and Delivery Schedule

*[The Purchaser shall fill in this table, with the exception of the column “Bidder’s offered Delivery date” to be filled by the Bidder]*

Line Item Lot N°	Description of Goods	Quantity	Physical unit	Final (Project Site) Destination as specified in BDS	Delivery (as per Incoterms) Date		
					Earliest Delivery Date from payment of advance payment	Latest Delivery Date from payment of advance payment	Bidder’s offered Delivery date <i>[to be provided by the bidder]</i>
<i>[insert item Lot No]</i>	<i>[insert description of Goods]</i>	<i>[insert quantity of item to be supplied]</i>	<i>[insert physical unit for the quantity]</i>	<i>[insert place of Delivery]</i>	<i>[insert the number of days following the date of effectiveness the Contract]</i>	<i>[insert the number of days the date of effectiveness the Contract]</i>	<i>[insert the number of days following the date of effectiveness the Contract]</i>
<b>Lot 1:</b>	Supply and delivery of Gun Thermometers	(1,300)	Number	Kampala	Fourteen days after contract signing	21 days after contract signing	
<b>Lot 2:</b>	Supply and delivery of Head Shields for Medical Workers	(2,000)	Number	Kampala	Fourteen days after contract signing	21 days after contract signing	
<b>Lot 3:</b>	Supply and delivery of Protective Suites for Medical Workers	(2,000)	Number	Kampala	Fourteen days after contract signing	21 days after contract signing	



<b>Lot 4:</b>	Supply and delivery of Face Masks	(100,000)	Number	Kampala	Fourteen days after contract signing	21 days after contract signing	
<b>Lot 5:</b>	Supply and delivery of Medical beds	(1,000)	Number	Kampala	Fourteen days after contract signing	21 days after contract signing	
<b>Lot 6:</b>	Supply and delivery of Mattresses	(1,000)	Number	Kampala	Fourteen days after contract signing	21 days after contract signing	
<b>Lot 7:</b>	Supply and delivery of Linen pairs	(1000)	Number	Kampala	Fourteen days after contract signing	21 days after contract signing	

## 2. List of Related Services and Maintenance Schedule

*[ This table shall be filled in by the Purchaser. The Required Completion Dates should be realistic, and consistent with the required Goods Delivery Dates (as per Incoterms)]*

[illegible]

### 3. Technical Specifications

*Summary of Technical Specifications. The Specification for the items are provided below, also note that, in addition to clear labelling and instruction on proper use of the items PPEs should be manufactured using appropriate quality management systems with evidence of compliance to ISO 9001 or EN 13485 or equivalent and other related services shall comply with the following Technical Specifications and Standards:*

<b>Item No</b>	<b>Name of Goods or Related Service</b>	<b>Technical Specifications and Standards</b>
<b>Lot 1:</b>	Supply and delivery of (1,300) Gun Thermometers	Thermometer infra-red, non-contact
<b>Lot 2:</b>	Supply and delivery of (2,000) Head Shields for Medical Workers	Medical face shield, clear plastic, resistant to fogging, droplets and splashes. If re-usable manufacture should provide specific instructions for cleaning and disinfection
<b>Lot 3:</b>	Supply and delivery of (2,000) Protective Suites for Medical Workers	Coveralls protection Cat III Types 5B/6B or cat II Type 4B Coverall. Types 6 suits- protection against liquid chemicals EN14126 (barrier to infective agents=B. (Type 4-spay tight)
<b>Lot 4:</b>	Supply and delivery of (100,000) Face Masks	Mask, surgical, 3 PLY with ear loops, made of well-established materials for this product such as polypropylene spun bonded and melt blown, close fit over nose, mouth and chin.
<b>Lot 5:</b>	Supply and delivery of (1,000) Medical beds	Patient bed with rails, adjustable back rest and drip stand with dimensions for LxWxH of 6x3x2ft
<b>Lot 6:</b>	Supply and delivery of (1,000) Mattresses	Hospital Mattress with PVC cover adult mattress 6x3 ft, thickness of 4 inches with PVC cover
<b>Lot 7:</b>	Supply and delivery of (1000) Linen pairs	Mattress Linen cotton, adult mattress linen 90x60 inches (2 flat sheets) sky blue or white

*Detailed Technical Specifications and Standards.*

### TECHNICAL SPECIFICATIONS FOR 4WD DOUBLE CABIN PICKUP

No.	Minimum technical Specification required by the Procuring Entity	BIDDERS SPECIFICATION (To be filled by bidders)	COMPLY/ DO NOT COMPLY (TO BE FILLED BY BIDDERS)
<i>a</i>	<i>B</i>	<i>c</i>	
1	Thermometer infra-red, non-contact		
2	Medical face shield, clear plastic, resistant to fogging, droplets and splashes. If re-usable manufacture should provide specific instructions for cleaning and disinfection		
3	Coveralls protection Cat III Types 5B/6B or Cat II Type 4B Coverall. Types 6 suits- protection against liquid chemicals EN14126 (barrier to infective agents=B. (Type 4-spay tight)		
4	Mask, surgical, 3 PLY with ear loops, made of well-established materials for this product such as polypropylene spun bonded and melt blown, close fit over nose, mouth and chin.		
5	Patient bed with rails, adjustable back rest and drip stand with dimensions for LxWxH of 6x3x2ft		
6	Hospital Mattress with PVC cover adult mattress 6x3ft, thickness of 4 inches with PVC cover		
7	Mattress Linen cotton, adult mattress linen 90x60 inches (2 flat sheets) light blue/green		



## **4. Other Requirements**

## **5. Inspections and Tests**

The following inspections and tests shall be performed:

- a. Pre-delivery tests/test running shall be performed at the Supplier's premises to confirm whether the supplied items are of the required specifications as per bidding documents and that all items/ equipment are brand new
- b. pre-acceptance inspection and Pre-acceptance verification and/or Test running of the items at the Client's premises by the Supplier's representative upon delivery to ensure conformity to specifications and proper functionality of the items