

**Comprehensive Rehabilitation Services for
People with Disability in Uganda-CoRSU**

TENDER DOCUMENT

Method of Procurement:

Open International Bidding Method

Procurement Reference Number:

CoRSU/SPLS/2021/002

Place of Issue:

CoRSU Hospital, Plot 125 Kisubi, Entebbe

Date of Issue:

Thursday, 9th September 2021

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BID NOTICE UNDER OPEN INTERNATIONAL BIDDING METHOD

Thursday, 9th September 2021

SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF AN X-RAY MACHINE AT CORSU

1. CoRSU has allocated funds to be used for the acquisition of a new X-ray Machine at CoRSU.
2. CoRSU invites sealed bids from eligible bidders for the provision of the above mentioned Supplies.
3. Bidding will be conducted in accordance with open bidding procedures and is open to all bidders.
4. Interested eligible bidders may obtain further information and inspect the bidding documents at the address given below at 7(a) from 9:00 to 4:00pm daily or on the CoRSU website: www.corsuhospital.org
5. Bids must be delivered to the address below at 7(c) at or before 30th September 2021, 4:00pm.
6. There shall be a site visit at CoRSU on the dates indicated in the proposed schedule in this notice.
7.
 - (a) Documents will be inspected at: CoRSU Hospital Administration Reception
 - (b) Documents will be issued from: CoRSU Hospital Administration Reception
 - (c) Bids in hard copy must be delivered to: CoRSU Hospital Administration Reception
 - (d) Address of Bid Opening: CoRSU Hospital Premises
8. The planned procurement schedule (subject to changes) is as follows:

Activity	Date
a. Publish bid notice	Thursday, 9 th September 2021
b. Site Inspection	Friday, 17 th September 2021
c. Bid closing date	Thursday, 30 th September 2021
d. Evaluation process	<i>(Within 20 working days from bid closing date)</i>
e. Display and communication of best evaluated bidder notice	<i>(Within 5 working days from Award of contract)</i>
f. Contract Signature	<i>(After expiry of at least 10 working days from display of the best evaluated bidder notice)</i>

Section 1. Instructions to Bidders

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Section 1. Instructions to Bidders (ITB)

A. General

1. Scope of Bid

- 1.1 CoRSU invites bids for the Supply, Installation, Testing and Commissioning of an X-ray Machine at CoRSU specified in Section 6, Statement of Requirements.
- 1.2 The Instructions to Bidders (ITB) should be read in conjunction with the Bid Data Sheet. The subject and procurement reference number and inputs to be provided by CoRSU are provided in the Special Conditions of Contract (SCC).
- 1.3 Throughout this Bidding Document:
 - (a) the term "in writing" means communicated in written form with proof of receipt;
 - (b) if the context so requires, singular means plural and vice versa; and
 - (c) "day" means working day,
- 1.4 Procurement will be undertaken in compliance with the CoRSU's procurement policy.

2. Funding for the Procurement

- 2.1 CoRSU has allocated funds towards the cost of the procurement. CoRSU intends to use these funds to place a contract for which this Bidding Document is issued.
- 2.2 Payments will be made directly by CoRSU and will be subject in all respects to the terms and conditions of the resulting contract placed by CoRSU.

3. Corrupt Practices

- 3.1 It is CoRSU's policy as well as Bidders and Providers, observe the highest standards of ethics during procurement and the execution of contracts. In pursuit of this policy, CoRSU;
 - (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value, to influence the action of a CoRSU official in the procurement process or in contract execution; and
 - (ii) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
 - (iii) "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - (iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - (b) will reject a recommendation for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the Contract; R

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- (c) will suspend a Provider from engaging in any CoRSU procurement proceeding for a stated period of time, if it at any time determines that the bidder has engaged in corrupt or fraudulent practices in competing for, or in executing, a CoRSU contract.
- 3.2 Furthermore, Bidders shall be aware of the provision stated in Clause 2.2, 2.3 and 14.1(g)-(h) of the General Conditions of Contract.
- 3.3 In pursuit of the policy defined in Sub-Clause 3.1, CoRSU may terminate a contract or be ordered to cancel a contract if it at any time determines that corrupt, fraudulent, collusive or coercive practices were engaged in by representatives of CoRSU or of a Bidder or Provider during the procurement or the execution of that contract.
- 3.4 In pursuit of the policy defined in Sub-clause 3.1, CoRSU requires representatives of both CoRSU and of Bidders and Providers to adhere to the relevant codes of ethical conduct. The Code of Ethical Conduct for Bidders and Providers as provided in the bidding forms shall be signed by the Bidder and submitted together with the other bidding forms.
- 3.5 In pursuit of the policy defined in Sub-clause 3.1, CoRSU may suspend a provider from engaging in any future CoRSU procurement process for a period determined by management.
- 3.6 Any communications between a Bidder and CoRSU related to matters of alleged fraud or corruption must be made in writing and addressed to the Chief Executive Officer-CoRSU.

4. Eligible Bidders, Supplies and Related Services

- 4.1 A Bidder, and all parties constituting the Bidder, shall meet the following criteria to be eligible to participate in the procurement:
- (a) the bidder has the legal capacity to enter into a contract;
 - (b) the bidder is not:
 - (i) insolvent;
 - (ii) in receivership;
 - (iii) bankrupt; or
 - (iv) being wound up
 - (c) the bidder's business activities have not been suspended;
 - (d) the bidder is not the subject of legal proceedings for any of the circumstances in (b); and
 - (e) the bidder has fulfilled his or her obligations to pay taxes and social security contributions.
- 4.2 A Bidder may be a natural person, private entity, government-owned entity, or any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a joint venture (JV), consortium, or association. In the case of a joint venture, consortium, or association, all parties shall be jointly and severally liable. For bids submitted by an existing or intended JV, a nominated Representative shall have the authority to conduct all business for and on behalf of any and all the parties of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution.
- 4.3 A Bidder, and all parties constituting the Bidder including sub-contractors shall have the nationality of an eligible country, in accordance with Section 5, 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 Joint bidders for any part of the Contract.

- 4.4 A Bidder shall not have a conflict of interest. All Bidders found to be in conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if they:
- (a) have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder, or influence the decisions of CoRSU regarding this bidding process; or
 - (b) submit more than one bid in this bidding process.
- 4.5 A bidder that is under a declaration of suspension by the any procurement regulatory Authority, at the date of the deadline for bid submission or thereafter before contract signature, shall be disqualified.

4.6 All Supplies and related Services to be supplied under the Contract shall have as their country of origin an eligible country in accordance with Section 5, Eligible Countries.

4.7 For purposes of this Clause, the term "Supplies" means goods, raw materials, products, livestock, assets, land, equipment or objects of any kind and description in solid, liquid or gaseous form, or in the form of electricity, or intellectual and proprietary rights as well as works or services incidental to the provision of such supplies where the value of such works or services does not exceed the value of the supplies.

4.8 The term "country of origin" means the country where the Supplies have been mined, grown, cultivated, produced, manufactured, or processed, or through manufacture, processing, or assembly, another commercially recognised article results that differs substantially in its basic characteristics from its imported components. The nationality of the provider that produces, assembles, distributes, or sells the Supplies shall not determine their origin.

4.9 If so required in the BDS, the bidder shall demonstrate that it has been duly authorised by the Manufacturer of the Supplies to supply, in the Republic of Uganda, the Supplies indicated in its bid.

5. Qualification of the Bidder

- 5.1 To establish its qualifications to perform the Contract, the Bidder shall complete and submit:
- (a) the Qualification Form provided in Section 4, Bidding Forms; and
 - (b) the information and documents stated in Section 3, Evaluation Methodology and Criteria (Under Eligibility Criteria).
- 5.2 The qualifications of the best evaluated Bidder will be assessed as part of a post-qualification in accordance with ITB Clause 36.

B. Bidding Document

6. Contents of Bidding Document

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

PART 1 Bidding Procedures

- Section 1. Instructions to Bidders
- Section 2. Bid Data Sheet
- Section 3. Evaluation Methodology and Criteria
- Section 4. Bidding Forms
- Section 5. Eligible Countries

PART 2 Statement of Requirements

- Section 6. Statement of Requirements

PART 3 Contract

- Section 7. General Conditions of Contract (GCC) Supplies
- Section 8. Special Conditions of Contract (SCC)
- Section 9. Contract Forms

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

6.3 Where an electronic copy of the bidding document is issued, the paper or hard copy of the bidding document is the original version. In the event of any discrepancy between the two, the hard copy shall prevail.

7. Clarification of Bidding Document

7.1 A prospective Bidder requiring any clarification of the Bidding Document shall contact CoRSU in writing at the address indicated in the BDS. CoRSU will respond in writing to any request for clarification, provided that such request is received no later than the date indicated in the BDS. CoRSU shall forward copies of its response to all Bidders who have acquired the Bidding Document directly from it, including a description of the inquiry but without identifying its source. Should CoRSU deem it necessary to amend the Bidding Document as a result of a clarification, it shall do so following the procedure under ITB Clause 8.

8. Amendment of Bidding Document

8.1 At any time prior to the deadline for submission of bids, CoRSU may amend the Bidding Document by issuing addenda.

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

8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, CoRSU may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB Clause 8.

C. Preparation of Bids

9. Cost of Bidding

9.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, including any negotiations with or visits to CoRSU. CoRSU shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

10. Language of Bid

10.1 The medium of communication shall be in writing.

10.2 The bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder CoRSU, shall be written in English.

10.3 Supporting documents and printed literature that are part of the bid shall be prepared in English.

11. Preparation of Bids

11.1 Bidders are required to prepare and submit a single bid containing both technical and financial information (one stage one envelope) i.e. bidders shall submit all technical and financial bids in a single envelope.

11.2 A site visit will be held where and when as indicated in the BDS. Attendance at the site visit meeting is optional.

12. Documents Comprising the Bid

12.1 The bid shall comprise the following:

- (a) the Bid Submission Sheet, in accordance with ITB Clause 13, 14 and 15;
- (b) written confirmation authorising the signatory of the bid to commit the Bidder, in accordance with ITB Sub-Clause 20.2;
- (c) documentary evidence in accordance with ITB Clause 16 establishing the Bidder's eligibility to bid;
- (d) documentary evidence in accordance with ITB Clause 5 establishing the Bidder's qualifications to perform the contract if its bid is accepted;
- (e) The Code of Ethical Conduct for Bidders and Providers in accordance with ITB Clause 3.4; and
- (f) any other document(s) required in the BDS.

13. Bid Submission Sheet and price schedules

13.1 The Bidder shall submit the Bid Submission Sheet using the form provided in Section 4, 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, which includes:

- (a) the Procurement Reference Number of the Bidding Document and the number of each addenda received;
- (b) a brief description of the Supplies offered;
- (c) the total bid price;
- (d) the period of validity of the bid;

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- (e) a commitment to submit any Performance Security required and the amount;
 - (f) a declaration that the Bidder is eligible to participate in CoRSU procurement;
 - (g) a declaration of nationality of the Bidder
 - (h) a commitment to adhere to the Code of Ethical Conduct for Bidders and Providers;
 - (i) a declaration that the Bidder, including all parties comprising the Bidder, is not participating, as a Bidder, in more than one bid in this bidding process;
 - (j) confirmation that the Bidder has not been suspended any procurement regulating Authority;

an authorised signature.

13.2 The Bidder shall submit the Price Schedule for Supplies, using the format provided in Section 4, Bidding Forms. The Price Schedule shall include, as appropriate:

- (a) a brief description of the Supplies to be supplied;
- (b) the unit prices where applicable;
- (c) local taxes paid or payable in Uganda;
- (d) the total price per line item;
- (e) subtotals and totals per Price Schedule

14. Bid Prices

14.1 The price to be quoted in the Bid Submission Sheet, in accordance with ITB Sub-Clause 13.1(c) shall be the total price of the bid, excluding any discounts offered.

14.3 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account. A bid submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected, pursuant to ITB Clause 31.

15. Currencies of Bid

15.1 For Supplies and Related Services originating in Uganda, the bid prices shall be quoted in the currency of Uganda, unless otherwise specified in the BDS; and for Supplies and Related Services originating outside Uganda, or for imported parts or components of Supplies and Related Services originating outside Uganda, the bid prices shall be quoted in the currency of United States Dollars.

The source, date, and type of exchange rate to be used is indicated in the BDS, in accordance with ITB Clause 32, and shall not precede the bid submission deadline by less than twenty-one (21) days.

16. Documents Establishing the Eligibility of the Bidder

16.1 To establish their eligibility in accordance with ITB Clause 4, Bidders shall complete the eligibility declarations in the Bid Submission Sheet, included in Section 4, Bidding Forms and submit the documents required in Section 3, Evaluation Methodology and Criteria.

17. Documents Establishing the Qualifications of the Bidder

17.1 To establish its qualifications to perform the Contract, the Bidder shall submit the evidence indicated for each qualification criteria specified in Section 3, Evaluation Methodology and Criteria.

18. Period of Validity of Bids

18.1 Bids shall remain valid until the date specified in the BDS. A bid valid for a shorter period shall be rejected by CoRSU as non-compliant.

18.2 CoRSU will make its best effort to complete the procurement process within a reasonable period.

18.3 In exceptional circumstances, prior to the expiration of the bid validity period, CoRSU may request Bidders to extend the period of validity of their bids. The request and the responses shall be made in writing.

19. Bid Securing Declaration

The Bidder shall furnish as part of its bid a Bid-Securing Declaration.

19.1 The Bid Securing Declaration shall be submitted using the forms included in Section 4, Bidding Forms and shall remain valid until the date specified in the Bid Data Sheet (BDS).

19.2 Any bid not accompanied by a substantially responsive Bid Securing Declaration, shall be rejected by CoRSU as non-compliant.

20. Format and Signing of Bid

20.1 The Bidder shall prepare one original of each of the documents comprising the bid as described in ITB Clauses 11 and 12 and clearly marked "ORIGINAL". In addition, the Bidder shall submit copies of the bid, in the number specified in the BDS and clearly mark each of them "COPY". In the event of any discrepancy between the original and the copies, the original shall prevail.

20.2 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person duly authorised to sign on behalf of the Bidder. The name and position held by each person signing the authorisation must be typed or printed below the signature. All pages of the bid, except for un-amended printed literature, shall be signed or initialled by the person signing the bid.

20.3 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the person signing the bid.

D Submission and Opening of Bids

21. Sealing and Marking of Bids

21.1 The Bidder shall enclose the original and each copy of the bid, 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 plain envelope securely sealed in such a manner that opening and resealing cannot be achieved undetected.

21.2 The inner and outer envelopes shall:

- (a) bear the name and address of the Bidder;
- (b) be addressed to CoRSU in accordance with ITB Sub-Clause 22.1;
- (c) bear the Procurement Reference number of this bidding process; and
- (d) bear a warning not to open before the time and date for bid opening.

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

22. Deadline for Submission of Bids

22.1 Bids must be received by CoRSU at the address and no later than the date and time indicated in the BDS.

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

23. Late Bids

23.1 CoRSU shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB Clause 22. Any bid received by CoRSU after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.

24. Withdrawal and Replacement of Bids

24.1 A Bidder may withdraw or replace its bid after it has been submitted at any time before the deadline for submission of bids by sending a written notice, duly signed by an authorised representative, which shall include a copy of the authorisation in accordance with ITB Sub-Clause 20.2. Any corresponding replacement of the bid must accompany the respective written notice. All notices must be:

- (a) submitted in accordance with ITB Clauses 21 and 22 (except that withdrawals notices do not require copies), and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL" or "REPLACEMENT" and
- (b) received by CoRSU prior to the deadline prescribed for submission of bids, in accordance with ITB Clause 22.

24.2 Bids requested to be withdrawn in accordance with ITB Sub-Clause 24.1 shall be returned unopened to the Bidder.

24.3 No bid may be withdrawn or replaced 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 Sheet or any extension thereof.

24.4 Bids may only be modified by withdrawal of the original bid and submission of a replacement bid in accordance with ITB Sub-Clause 24.1. Modifications submitted in any other way shall not be taken into account in the evaluation of bids.

25. Bid Opening

25.1 CoRSU shall conduct the bid opening in the presence of Bidders` designated representatives who choose to attend, at the address, date and time specified in the BDS.

25.2 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. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorisation to request the withdrawal and is read out at the bid opening.

25.3 All other outer envelopes including those marked "REPLACEMENT" shall be opened and the technical bids within them opened. Replacement bids shall be recorded as such on the record of the bid opening.

25.4 All bids shall be opened one at a time, reading out: the name of the Bidder; the total bid price and any discounts; and any other details as CoRSU may consider appropriate. No bid shall be rejected at the bid opening except for late bids, in accordance with ITB Sub-Clause 23.1.

25.5 Only envelopes that are opened and read out at the bid opening shall be considered further.

25.6 CoRSU shall prepare a record of the bid opening that shall include, as a minimum: the name of the Bidder, whether there is a withdrawal and/or replacement, the bid price. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to Bidders within five (5) working day from the date of the bid Opening.

E. Evaluation of Bids

Evaluation of bids shall be evaluated as per the criteria in Part 1: Section 3:
Evaluation Methodology and Criteria

26. Confidentiality

26.1 CoRSU shall not disclose to a bidder or to any other person who is not involved in the preparation of the solicitation documents, the evaluation process or the award decision, any information relating to-

- (a) solicitation documents, before the solicitation documents are officially issued;
- (b) the examination, clarification, evaluation and comparison of bids before the best evaluated bidder notice.

26.2 Any effort by a Bidder to influence CoRSU in the examination, evaluation, comparison, and post-qualification of the bids or contract award decisions may result in the rejection of its bid.

26.3 Notwithstanding ITB Sub-Clause 26.2, from the time of bid opening to the time of Contract award, if any Bidder wishes to contact CoRSU on any matter related to the bidding process, it should do so in writing.

27. Clarification of Bids

27.1 To assist in the examination, evaluation, comparison and post-qualification of the bids, CoRSU may, at its discretion, ask any Bidder for a clarification of its bid. Any clarification submitted by a Bidder that is not in response to a request by CoRSU shall not be considered. CoRSU's request for clarification and the response shall be in writing. The request for clarification shall be copied to all bidders for information purposes. No change in the price or substance of the bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by CoRSU in the evaluation of the financial bids, in accordance with ITB Clause 29.4.

28. Compliance and Responsiveness of Bids

28.1 CoRSU's determination of a bid's compliance and responsiveness is to be based on the contents of the bid itself.

28.2 A substantially compliant and responsive bid is one that conforms to all the terms, conditions, and requirements of the Bidding Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:

- (a) affects in a substantial way, the provision of the Supplies to be procured;
- (b) is inconsistent with the bidding document and which may in a substantial way, limit the rights of CoRSU or the obligations of the bidder under the contract;
- (c) if corrected would unfairly affect the competitive position of the other bidders whose bids are administratively compliant and responsive; or
- (d) impacts the key factors of a procurement including cost, risk, time and quality and causes -
 - (i) unacceptable time schedules, where it is stated in the bidding document that time is of the essence;
 - (ii) unacceptable alternative technical details, such as design, specifications, standards or methodologies; or
 - (iii) unacceptable counter-bids with respect to key contract terms and conditions, such as payment terms, price adjustment, liquidated damages, sub-contracting or warranty.

28.3 If a bid is not substantially compliant and responsive to the Bidding Document, it shall be rejected by CoRSU and may not subsequently be made compliant and responsive by the Bidder by correction of the material deviation, reservation, or omission.

29. Nonconformities, Errors, and Omissions

29.1 Provided that a bid is substantially compliant and responsive, CoRSU may waive any non-conformity or omission in the bid that does not constitute a material deviation.

29.2 Provided that a bid is substantially compliant and responsive, CoRSU 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.

29.3 Provided that a bid is substantially compliant and responsive, CoRSU shall rectify nonmaterial nonconformities or omissions. To this effect, the bid price shall be adjusted, for comparison purposes only, to reflect the price of the missing or non-conforming item or component.

29.4 Provided that the bid is substantially compliant and responsive, CoRSU shall correct arithmetic errors on the following basis:

- (a) if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of CoRSU there is an obvious misplacement of the decimal point in the unit price, in which case the total price 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.

29.5 If the Bidder that submitted the best evaluated bid does not accept the correction of errors, its bid shall be rejected.

30. Preliminary Examination of Bids – Eligibility and Administrative Compliance

30.1 CoRSU shall examine the legal documentation and other information submitted by Bidders to verify the eligibility of Bidders in accordance with ITB Clause 4.

30.2 If after the examination of eligibility, CoRSU determines that the Bidder is not eligible, it shall reject the bid.

30.3 CoRSU shall examine the bids to confirm that all documents and technical documentation requested in ITB Clause 12 have been provided, and to determine the completeness of each document submitted.

30.4 CoRSU 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) the Bid Submission Sheet, including:
 - (i) a brief description of the Supplies to be provided;
 - (ii) the price of the bid; and
 - (iii) the validity date of the bid;
- (b) the Price Schedule;

31. Detailed Commercial and Technical Evaluation

31.1 CoRSU shall examine the bid to confirm that all terms, conditions and requirements of the bidding document have been accepted by the Bidder without any material deviation or reservation.

31.2 If, after the examination of the terms, conditions and requirements, CoRSU determines that the bid is not substantially responsive in accordance with ITB Clause 28, it shall reject the bid.

32. Conversion to Single Currency

32.1 For evaluation and comparison purposes, CoRSU shall convert all bid prices expressed in United States Dollars into a single currency (i.e Uganda Shillings), using the BOU selling exchange rate on the deadline of the bids submission.

33. Margin of Preference

33.1 A margin of preference shall **NOT** apply.

34. Financial Comparison of Bids

34.1 CoRSU shall financially evaluate each bid that has been determined, up to this stage of the evaluation, to be substantially compliant and responsive.

34.2 To financially evaluate a bid, CoRSU shall only use the criteria and methodologies defined in this Clause and in Section 3, Evaluation Methodology and Criteria. No other criteria or methodology shall be permitted.

34.3 To financially compare bids, CoRSU shall:

- (a) determine the bid price, taking into account the costs listed in Section 3, Evaluation Methodology and Criteria;
- (b) correct any arithmetic errors in accordance with ITB Sub-Clause 29.4;
- (c) make adjustments for any nonmaterial nonconformities and omissions in accordance with ITB Sub-Clause 29.3;
- (d) convert all bids to a single currency in accordance with ITB Clause 32;
- (f) determine the total evaluated price of each bid.

35. Determination of Best Evaluated Bid(s)

35.1 CoRSU shall compare all substantially compliant and responsive bids to determine the best evaluated bid or bids, in accordance with Section 3, Evaluation Methodology and Criteria. Refer to 11

36. Post-qualification of the Bidder

36.1 CoRSU shall determine to its satisfaction whether the Bidder that is selected as having submitted the best evaluated bid is qualified to perform the Contract satisfactorily.

36.2 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 5, to clarifications in accordance with ITB Clause 27 and the qualification criteria indicated in Section 3, Evaluation Methodology and Criteria. Factors not included in Section 3 shall not be used in the evaluation of the Bidder's qualifications.

F. Award of Contract

37. Award Procedure

- 37.1 CoRSU shall issue a Notice of Best Evaluated Bidder within five (5) days after the decision to award a contract, place such a Notice on its notice board for a prescribed period, copy the Notice to all Bidders and share the same on its website.
- 37.2 CoRSU shall award the Contract to the Bidder whose offer has been determined to be the best evaluated bid, provided that the Bidder is determined to be qualified to perform the Contract satisfactorily and subject to satisfactory negotiations.

38. CoRSU' s Right to Accept or Reject Any or All Bids

- 38.1 CoRSU 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 signature without thereby incurring any liability to Bidders.

39. Signing and Effectiveness of Contract

- 39.1 On expiry of the ten (10) working day period after the display of the Best Evaluated Bidder CoRSU shall sign a contract with the successful Bidder.
- 39.2 Failure by the successful Bidder to sign the contract shall constitute sufficient ground for annulment of the contract award.
- 39.3 Effectiveness of the contract shall be subject to submission of a satisfactory Performance Security where applicable and any other conditions specified in the Contract.

40. Debriefing

- 40.1 Debriefing of unsuccessful bidders will be conducted at an appropriate date and time to be communicated by CoRSU.

41. Performance Security

- 41.1 Bidders will be required submit a performance security

42. Advance Payment and Security

- 42.1 CoRSU will provide an Advance Payment of 20% (twenty percent) on the contract price. This Payment shall be in the same currency as the Contract Payment and shall be made in accordance with the GCC. The performance security shall be issued by a Bank located in Uganda or a foreign Bank through correspondence with a Bank located in Uganda.

43. Administrative Review

- 43.1 Bidders may seek an Administrative Review by the Chief Executive Officer in case they are aggrieved with the decision of CoRSU.

Part 1: Section 2. Bid Data Sheet

Section 2. Bid Data Sheet (BDS)-Refer 12

Instructions to Bidders Reference	Data relevant to the ITB
A. General	
ITB 1.1	The Procuring Entity is: Comprehensive Rehabilitation Services In Uganda (CoRSU)
ITB 1.2	Subject: The subject of the procurement is: Supply, Installation, Testing and Commissioning of an X-ray Machine at CoRSU
ITB 1.2	Reference: The Procurement Reference Number is: CoRSU/SPLS/2021/002
B. Bidding Document	
ITB 7.1	<p>Clarification: For clarification purposes only, CoRSU' s address is: Attention: Procurement Office, CoRSU Hospital, Plot 125 Kisubi-Entebbe Road P O Box No:46 Kisubi Country: Uganda Email: procurement.bids@corsuhospital.org CoRSU will respond to any request for clarification provided that such request is received not later than 23rd September 2021, 4:00pm</p>
ITB 10.1	Medium: The medium of communication shall be in writing.
ITB 10.2	Language: The language for the bid is English.
ITB 11.2	<p>Site Visit Meeting: A site visit meeting shall be held; Date: 17th September 2021 Time: 9:00am Address for Site Visit Meeting: CoRSU Hospital Premises-Plot 125 Kisubi-Entebbe Road. Country: Uganda</p>
ITB 12.1(f)	<p>Additional bid information: Additional information required in the bid includes:</p> <ul style="list-style-type: none"> • Certificate of Registration or Incorporation • A copy of the bidder's Trading licence or equivalent for the year 2021 • Registered powers of attorney

Part 1: Section 2. Bid Data Sheet

Instructions to Bidders Reference	Data relevant to the ITB
	<ul style="list-style-type: none"> • Evidence of fulfilment of obligations to pay taxes (Income Tax Clearance Certificate) • Evidence of fulfilment of obligations to pay social security contributions • Income Tax Clearance Certificate • Manufacturer’s authorisation to supply equipment in Uganda • Proof that the bidder has supplied and installed similar equipment to at least two organisations in the last three years • All bidding forms specified in section 4
ITB 14.3	Prices: The prices quoted by the Bidder shall be: Uganda Shillings/ United States Dollars
ITB 15.1	Currency: The currency of the bid shall be: Uganda Shillings/United States Dollars.
ITB 18.1	Validity Period: Bids shall be valid until 31 st March 2022.
ITB 19.1	A Bid Securing Declaration shall be required
ITB 20.1	Number of copies: In addition to the original of the Bid, the number of copies required is: 3
D. Submission and Opening of Bids	
ITB 22.1	<p>Bid Submission: For bid submission purposes only, the Procuring and Disposing Entity’s address is: Attention: The Procurement Office Street Address: Plot 125 Kisubi-Entebbe Road Country: Uganda</p> <p>The deadline for bid submission is: Date: 31st September 2021 Time (local time): 4:00pm</p>
ITB 25.1	<p>Bid Opening: The bid opening shall take place at: CoRSU Hospital Street Address: Plot 125 Kisubi Country: Uganda Date: Thursday, 31st September 2021, Local Time 4:30pm</p>
E. Evaluation of Bids	
ITB 32.1	<p>Conversion to Single Currency: The currency that shall be used for financial comparison purposes to convert all bid prices expressed in USD into a single currency is: The source of exchange rate shall be: Bank of Uganda. The date for the exchange rate shall be: Date of bid submission deadline</p>

Part 1: Section 2. Bid Data Sheet

Instructions to Bidders Reference	Data relevant to the ITB
ITB 33.1	A margin of preference shall not apply.
F. Award of Contract	
ITB 42.1	The Advance Payment shall be limited to 20% percent of the Contract Price.

Section 3: Evaluation Methodology and Criteria

Procurement Reference Number: CORSU/SUPLS/2021/001

A Evaluation Methodology

1. Methodology to be Used

The evaluation methodology to be used for the evaluation of bids received shall be the Technical Compliance Selection (TCS) methodology.

2. Summary of Methodology

2.1 The Technical Compliance Selection methodology recommends the lowest priced bid, which is eligible, compliant and substantially responsive to the technical and commercial requirements of the Bidding Document, provided that the Bidder is determined to be qualified to perform the contract satisfactorily.

The evaluation shall be conducted in three sequential stages –

- ✓ a preliminary examination to determine the eligibility of bidders and the administrative compliance of bids received;
- ✓ a detailed evaluation to determine the commercial and technical responsiveness of the eligible and compliant bids; and
- ✓ a financial comparison to compare costs of the eligible, compliant, responsive bids received and determine the best evaluated bid.

2.2 Failure of a bid at any stage of the evaluation shall prevent further consideration at the next stage of evaluation. Substantial responsiveness shall be considered a pass.

B Preliminary Examination Criteria

3. Eligibility Criteria

Part 1: Section 3 Evaluation Methodology and Criteria

3.1 The eligibility requirements shall be determined for: -

Eligible Bidders in accordance with ITB Clause 4; and

Eligible Supplies and Related Services in accordance with ITB Clause 4.

3.2 The documentation required to provide evidence of eligibility shall be: -

✓ the Bidder's Trading license or equivalent, a statement in the Bid Submission Sheet that the bidder meets the eligibility criteria stated in ITB 4.1;

a declaration in the Bid Submission Sheet of nationality of the Bidder;

a declaration in the Bid Submission Sheet that the Bidder is not under suspension by CoRSU; fulfilment of obligations to pay taxes and social security contributions in Uganda where applicable, Manufacturer Authorisation to supply UPS Units, administer warranty and provide support and maintenance services in Uganda.

3.3 A Power of Attorney which if signed in Uganda shall be registered; or if signed outside Uganda shall be notarized authorising signature of the bid on behalf of the Bidder.

3.4 For a Joint Venture, the documentation in Section 3.2 shall be required for each member of the Joint Venture and the following additional documentation shall be required:

- ✓ a certified copy of the Joint Venture Agreement or letter of intent to enter into such an agreement, which is legally binding on all partners, showing that: all partners shall be jointly and severally liable for the execution of the

Contract in accordance with the Contract terms;

one of the partners will be nominated as being in charge, and receive instructions for and on behalf of any and all partners of the joint venture; and the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.

- ✓ a Power of Attorney from each member of the JV nominating a Representative in the JV and a Power of Attorney from the JV nominating a representative who shall have the authority to conduct all business for and on behalf of any and all the parties of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution.

4. Administrative Compliance Criteria

The evaluation of Administrative Compliance shall be conducted in accordance with ITB Clause 30

C Detailed Evaluation Criteria

5. Commercial Criteria

The commercial responsiveness of bids shall be evaluated in accordance with ITB Clause 31. The criteria shall be:

acceptance of the conditions of the proposed contract;
inclusion of all cost components required such as installation, training, inspection or proving, commissioning, in addition to the price of the supplies; acceptable delivery schedule.

6. Technical Criteria

Technical responsiveness shall be evaluated in accordance with ITB Clause 31.

The Statement of Requirements details the minimum technical requirements. Responsiveness is determined by comparison of the specification offered to the specification required in Section 6 and the evaluation is conducted on a pass/fail basis. Substantial responsiveness shall be considered a pass.

D Financial Comparison Criteria

7. Costs to be included in Bid Price

The financial comparison shall be conducted in accordance with ITB Clause 34.

The costs to be included in the bid price bid are:

the unit and total delivered price based on the delivery terms requested and the quantity specified in Section 6; taxes, duties and levies;

8. Determination of Best Evaluated Bid or Bids

8.1 The bid with the lowest evaluated price, from among those which are eligible, compliant and substantially responsive shall be the best evaluated bid.

E Post-qualification

CoRSU shall undertake a post qualification on the Best Evaluated Bidder to confirm whether the best evaluated bidder has the capacity and financial resources to execute the procurement.

Part 1: Section 4 Bidding Forms

Section 4. Bidding Forms

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Part 1: Section 4 Bidding Forms

[This Bid Submission Sheet should be on the letterhead of the Bidder and should be signed by a person with the proper authority to sign documents that are binding on the Bidder. It should be included by the Bidder in its bid]

1. Bid Submission Sheet

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

Procurement Reference No: *[insert Procurement Reference number]*

To: *[insert complete name of Procuring and Disposing Entity]*

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Document, including Addenda No.: *[insert the number and issuing date of each Addenda]*;
- (b) We offer to provide the Supplies in conformity with the Bidding Document for the *[insert a brief description of the Supplies]*;
- (c) The total price of our Bid is: *[insert the total bid price in words and figures, indicating the amounts and currency]*; This amount is exclusive of local taxes which we have estimated at *[insert amount in words and figures]*;
- (d) Our bid shall be valid until the date specified in ITB Sub-Clause 18.1 and it shall remain binding upon us and may be accepted at any time before that date;
- (e) If our bid is accepted, we commit to obtain a Performance Security in accordance with the Bidding Document where required in the amount of *[insert amount and currency in words and figures of the performance security]* for the due performance of the Contract;
- (f) We, including any Joint bidders or providers for any part of the contract resulting from this procurement process, are eligible to participate in CoRSU procurement in accordance with ITB Clause 4.1;
- (g) We, including any associates or Joint Venture partners for any part of the contract, have nationals from the following eligible countries; *[Insert details]*
- (h) We have signed and undertake to abide by the Code of Ethical Conduct for Bidders and Providers attached during the procurement process and the execution of any resulting contract;
- (i) We are not participating, as Bidders, in more than one bid in this bidding process;
- (j) We, including any Joint bidders, do not have any conflict of interest as detailed in ITB Clause 4.4;
- (k) We, our affiliates or subsidiaries—including any Joint Bidders or Providers for any part of the contract—have not been suspended by CoRSU or any procurement regulating authority from participating in procurement;
- (l) Our Bid is binding upon us, subject to modifications agreed during any contract negotiations;
- (m) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive;

Part 1: Section 4 Bidding Forms

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

In the capacity of *[insert legal capacity of person signing the bid]*

Signed: *[signature of person whose name and capacity are shown above]*

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

Dated on _____ day of _____, _____ *[insert date of signing]*

CODE OF ETHICAL CONDUCT IN BUSINESS FOR BIDDERS AND PROVIDERS

1. Ethical Principles

Bidders and providers shall at all times-

- (a) maintain integrity and independence in their professional judgement and conduct;
- (b) comply with both the letter and the spirit of-
 - i. the laws of Uganda; and
 - ii. any contract awarded.
- (c) avoid associations with businesses and organisations which are in conflict with this code.

2. Standards

Bidders and providers shall-

- (a) strive to provide works, supplies of high quality and accept full responsibility for all works, Supplies or supplies provided;
- (b) comply with the professional standards of their industry or of any professional body of which they are members.

3. Conflict of Interest

Bidders and providers shall not accept contracts which would constitute a conflict of interest with, any prior or current contract with CoRSU. Bidders and providers shall disclose to all concerned parties those conflicts of interest that cannot reasonably be avoided or escaped.

4. Confidentiality and Accuracy of Information

- (1) Information given by bidders and providers in the course of procurement processes or the performance of contracts shall be true, fair and not designed to mislead.
- (2) Providers shall respect the confidentiality of information received in the course of performance of a contract and shall not use such information for personal gain.

5. Gifts and Hospitality

Bidders and providers shall not offer gifts or hospitality directly or indirectly, to staff of CoRSU that might be viewed by others as having an influence on a CoRSU procurement decision.

6. Inducements

- (1) Bidders and providers shall not offer or give anything of value to influence the action of a CoRSU official in the procurement process or in contract execution.
- (2) Bidders and providers shall not ask a CoRSU official to do anything which is inconsistent with the Regulations, Guidelines or the Code of Ethical Conduct in Business.

7. Fraudulent Practices

Bidders and providers shall not-

- (a) collude with other businesses and organisations with the intention of depriving CoRSU of the benefits of free and open competition;
- (b) enter into business arrangements that might prevent the effective operation of fair competition;
- (c) engage in deceptive financial practices, such as bribery, double billing or other improper financial practices;
- (d) misrepresent facts in order to influence a procurement process or the execution of a contract to the detriment of CoRSU; or utter false documents;

Part 1: Section 4 Bidding Forms

- (e) unlawfully obtain information relating to a procurement process in order to influence the process or execution of a contract to the detriment of CoRSU; and
- (f) withholding information from CoRSU during contract execution to the detriment of the CoRSU.

I agree to comply with the above code of ethical conduct in business.

AUTHORISED SIGNATORY

NAME OF BIDDER/PROVIDER

Part 1: Section 4 Bidding Forms

[Use Bidder's Letterhead]
[Name of Bidder]
[Physical Address of Bidder]

2. Bid-Securing Declaration

Date: *[insert date (as day, month and year)]*
Procurement Reference. No.: *[insert Procurement Reference Number]*

To: *[insert complete name of Procuring and Disposing Entity]*

We, the undersigned, declare that:

1. We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration.
2. We accept that we may be suspended by CoRSU from being eligible for bidding in any contract with CoRSU, 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 by us in the Bid Submission Sheet or
 - (b) having been notified of the acceptance of our bid by CoRSU during the period of bid validity (i) fail or refuse to execute the Contract if required or (ii) fail or refuse to furnish the Performance Security in accordance with ITB Clause 41; or (iii) fail or refuse to accept the correction of our bid by CoRSU, pursuant to ITB Clause 29;
3. We understand this Bid Securing Declaration shall remain valid and including *[insert date in accordance with ITB Clause 19.3]*

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

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

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

Dated on _____ day of _____, _____ *[insert 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.]

Part 1: Section 4 Bidding Forms

Qualification Form

[This Qualification Form should be submitted by the Bidder. The form should be on the letterhead of the Bidder and should be signed by a person with the proper authority to sign. It should be included by the Bidder in its bid, if so stated in Section 3.

The information will be used for purposes of post-qualification. This information will not be incorporated in the Contract. Attach additional pages as necessary. Refer to Section 3, Evaluation Methodology and Criteria for details of the criteria to be met and information to be completed].

3. Qualification Form

Name of Bidder:	
------------------------	--

1. The contract for provision of Supplies of a similar nature and value over recent years is: *[List also details of Contracts under way or committed, including expected completion date.]*

No	Name of Client and Contact Person	Type of Supplies	Duration and Dates of Contract	Value of contract

2. The qualifications and experience of key technical personnel proposed for administration and execution of the Contract are: *[Attach biographical data.]*

Position	Name	Years of Experience (general)	Year of Experience in proposed position

3. Banks that may provide references if contacted by CoRSU are: *[State name, address and telephone]*

Part 1: Section 4 Bidding Forms

4. Additional qualification information is attached, as required.

We, the undersigned, declare that the information contained in and attached to this form is true and accurate as of the date of bid submission:

or *[delete statement which does not apply]*

Signed: *[signature of person whose name and capacity are shown below]*

Name: *[insert complete name of person signing the Qualification Form]*

In the capacity of *[insert legal capacity of person signing the Qualification Form]*

Duly authorised to sign

the Qualification Form

for and on behalf of: *[insert complete name of Bidder]*

Dated on _____ day of _____, _____ *[insert date of signing]*

Section 5: Eligible Countries

Procurement Reference Number:

All countries are eligible except countries subject to the following provisions. A country shall not be eligible if:

- (a) as a matter of law or official regulation, the Government of Uganda prohibits commercial relations with that country; or
- (b) 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 Government of Uganda prohibits any import of Supplies from that country or any payments to persons or entities in that country.

Part 2: Section 6. Statement of Requirements

Section 6. Statement of Requirements

Procurement Reference Number: CoRSU/SPLS/2021/002

Functional Requirements Specifications

NO.	Brief Description of Supplies and Related Services	Quantity	Unit of Measure
1	Supply, Installation, Testing and Commissioning an X-ray Machine at CoRSU	01	Unit

Delivery and Completion Schedule

The delivery or completion period shall commence from the date of contract signature and effectiveness.

NO.	Brief Description of Supplies or Related Services	Delivery/ Completion Period (days/wks/ mths)	Delivery Point/ Site
1	Supply, Installation, Testing and Commissioning an X-ray Machine	2 Months	CoRSU

Specification and Compliance Sheet

Procurement Reference Number: CORSU/SUPLS/2021/001

Column b states the minimum technical specification of the item(s) required by CoRSU.

The Bidder is to complete column c with the technical specification of the item(s) offered and to state "comply" or "not comply" and give details of the areas of non-compliance.

Column d provides the technical literature of the specification offered.

Part 2: Section 6. Statement of Requirements

SPECIFICATION AND COMPLIANCE SHEET

MINIMUM TECHNICAL REQUIREMENTS FOR THE X-RAY MACHINE				
ITEM NO	ITEM	REQUIRED MINIMUM SPECIFICATIONS	"COLUMN C"- BIDDER'S OFFER	COMPLY/NOT COMPLY (STATE DEVIATION)
1	<p>DESCRIPTION OF FUNCTION</p> <p>Digital Radiography system with single flat panel detector, capable to take digital images in horizontal, vertical and oblique positions of all skeletal body including spine and chest.</p>			
2	<p>OPERATIONAL REQUIREMENTS</p> <p>1. Integrated tube stand assembly with no wall/ceiling supports to ensure fast installation</p> <p>4-way floating table top examination bed Table top should be a carbon fiber top at least 220 cm (length) and 80 cm (width);</p> <p>a. Table top height (from ground) to be at least 65cms.</p> <p>b. The table should have a mobile bucky with a grid ratio of 12:1 (or better) at a focal distance of 115 cm.</p> <p>c. It should have a weight bearing capacity of 200kg or more.</p> <p>d. Power input to be 220-240VAC, 50HZ</p>			

Part 2: Section 6. Statement of Requirements

	<p>2. Rotating Tube stand that supports off-table radiography capability of acquiring the image from the detector system.</p> <p>3. Detector</p> <p>a. It should have provision to do chest radiography without grid.</p> <p>b. The detector should be capable of rotating on its axis across +90 to -15 degrees and Two Wireless Flat Panel Detectors (43 cm x 43 cm or more) located one in the radiological table and one in the vertical/chest bucky.</p> <p>4. Maintain and manage data bank of all patient and image data.</p> <p>5. Retrieve and reproduce accurate, high quality high resolution images from stored data without loss of image quality.</p>			
<p>3</p>	<p>DR WORKSTATION (IMAGE ACQUISITION & IMAGE PROCESSING)</p> <p>a. The digital workstation should be based on the latest high speed processors, capability of acquiring the image from the detector system.</p> <p>b. It should have, minimum 8 GB RAM, minimum 1.0 Tera-Byte Hard disk, Medical grade 19" monitor supported by all necessary software for all the various DR functions. All the accessories like mouse, keyboard, power</p>			

Part 2: Section 6. Statement of Requirements

	cable etc. Should have a UPS.			
4	<p>DRY LASER CAMERA/DRY-VIEW IMAGING PRINTER</p> <p>Should be able to Print Images from DR workstation. In DICOM 3 format and should have suitable online UPS with minimum 30 minutes' backup time.</p>			
5	<p>ENVIRONMENTAL FACTORS</p> <p>The equipment units shall be capable of operating continuously in ambient temperature of 59 to 91°F (15 to 33°C) and relative humidity of 80% RH.</p>			
6	<p>STANDARDS AND SAFETY</p> <p>a. The X-ray unit should be type approved by AEC (Atomic Energy Council). And should be FDA or CE approved product</p> <p>b. Electrical safety conforms to standards for electrical safety IEC-60601 / IS-13450</p> <p>c. All products shall have the CE Mark and a supplier should provide US FDA or European CE certificate of conformity.</p> <p>d. Comprehensive guarantee for 1 year with extended 2-year warranty.</p>			
7	<p>DOCUMENTATION</p> <p>a. User Instruction manual in English</p> <p>b. Maintenance/Service manual in English.</p>			

Part 2: Section 6. Statement of Requirements

	<p>c. Certificate of calibration and inspection from factory.</p>			
8	<p>TRAINING</p> <p>Application training shall be carried out for 5 days for the radiographers and attendants using the machine installed at the hospital facility after commissioning the x-ray unit and biomedical Engineers / Technicians on basic maintenance and troubleshooting techniques.</p>			
9	<p>ACCESSORIES</p> <p>a. Voltage stabilizers and UPS for the X-Ray machine.</p> <p>b. Radiation protection Jeer.</p> <p>c. Quality Control Kits.</p>			
10	<p>TERMS & CONDITIONS</p> <p>a. All equipment/accessories must be latest versions.</p> <p>b. Conformity to ISO standards specific to that equipment (e.g. IEC 60601-1, 60601-1-2, 60601- 1-3 and 60601-2-28 for X-ray tube assemblies for medical diagnosis</p> <p>c. All manufacturers and suppliers must be ISO 9001 certified, with the latest re-certification not older than three years.</p>			

Part 2: Section 6. Statement of Requirements

	<p>d. Spares: Manufacturer shall undertake to provide spares for the next 10 years for the quoted model from the time of supply/installation.</p> <p>e. Manufacturer should at least have a local representative of the company.</p>			
11	The table height should be adjustable.			
12	Power Input; frequency should be 50/60 Hz			
13	Work station ability to disseminate real time/processed images to different synchronized stations (PACS).			
14	Should be able to store images on removable storage device (CD/STICKS)			
15	Should be able to connect to internet for sharing images outside CoRSU.			
16	Fluoroscopy Option			
17	Availability of Immobilization Devices (Wedges and Belts)			
18	Radiation protecting gear should include lead gloves and lens shields.			
19	Machine should be synchronizable with the bank door			
20	The stand and the under Bucky should allow the use of CR cassette in-case of fault in the DR system			

Part 2: Section 6. Statement of Requirements

21	The DR work station should be able to do auto stitching of images when the option is called i.e Auto stitching should allow automatic joining of two or more images to form one uniform image. E.g. when the user needs an image of a full leg from foot to the head of femur as this can help to avoid manual joining of images.			
22	Ability for the PAC System to synchronize the existing CR to the new system.			

General Conditions of Contract

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A General Provisions

1 Definitions

- 1.1 The headings and titles of these General Conditions of Contract shall not limit, alter or affect the meaning of the Contract.
- 1.2 Unless the context otherwise requires, the following words and terms shall have the meanings assigned to them:
- (a) "Contract" means the Agreement entered into between the Parties and includes the Contract Documents.
 - (b) "Contract Documents" means the documents listed in the GCC, including all attachments, appendices, and all documents incorporated by reference therein, and shall include any amendments thereto.
 - (c) "Contract Price" means the sum stated in the Agreement representing the total amount payable for the provision of the Supplies.
 - (d) "Day" means working day. "Month" means calendar month.
 - (e) "Eligible Countries" means the countries and territories eligible as listed in the SCC.
 - (f) "GCC" means the General Conditions of Contract.
 - (g) "Party" means CoRSU or the Provider, as the case may be, and "Parties" means both of them.
 - (h) "Personnel" means persons engaged by the Provider or by any Sub-contractor as employees and assigned to the provision of the Supplies or any part thereof;
 - (i) "Procuring and Disposing Entity" means CoRSU purchasing the Supplies, as specified in the Agreement.
 - (j) "Provider" means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by CoRSU and is named as such in the Agreement, and includes the legal successors or permitted assigns of the Provider.
 - (k) "SCC" means the Special Conditions of Contract.
 - (l) "Supplies" means the Supplies to be provided by the Provider as described in the contract.
 - (m) "Subcontractor" means any natural person, private or government entity, or a combination of the above, including its legal successors or permitted assigns, to whom any part of the Supplies to be provided or execution of any part of the contract is subcontracted by the Provider.
- 1.3 Nothing contained herein shall be construed as establishing a relation of master and servant or of principal and agent between CoRSU and the Provider.

2 Corrupt Practices

- 2.1 It is CoRSU’s policy as well as Bidders and Providers to observe the highest standards of ethics during the procurement and execution of such contracts. In pursuit of this policy, the following:
- a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value, to influence the action of a CoRSU official in the procurement process or in contract execution; and
 - (ii) “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
 - (iii) “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - (iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - b) will suspend a provider, either indefinitely or for a stated period of time, from being awarded a CoRSU contract if it at any time determines that the provider has engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a CoRSU Contract.
- 2.3 In pursuit of the policy defined in GCC Clause 2.1, CoRSU may terminate a Contract for provision of the Supplies if it at any time determines that corrupt, fraudulent, collusive or coercive practices were engaged in by representatives of CoRSU or of a Provider, during the procurement or the execution of that contract.

B The Contract

3 Contract Documents

- 3.1 The documents forming the Contract shall be interpreted in the following order of priority:
- (a) Agreement,
 - (b) Provider’s Bid as amended by clarifications,
 - (c) Special Conditions of Contract,
 - (d) General Conditions of Contract,
 - (e) Statement of Requirements,
 - (f) any other document listed in the SCC as forming part of the Contract.
- All documents forming the Contract are intended to be correlative, complementary, and mutually explanatory.

- 3.2 No amendment, modification or other variation of the Contract shall be valid unless an Amendment to Contract is made in writing, is dated, expressly refers to the Contract, and is signed by a duly authorised representative of each party thereto.
- 3.3 If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.
- 3.4 Any action required or permitted to be taken, and any document required or permitted to be executed, under the Contract by CoRSU or the Provider may be taken or executed by the authorised representatives specified in the SCC.
- 3.5 The Contract constitutes the entire agreement between CoRSU and the Provider and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

4 Governing Law

- 4.1 The Contract shall be governed by and interpreted in accordance with the laws of Uganda.

5 Language

- 5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Provider and CoRSU, shall be written in English.

6 Notices

- 6.1 Any notice, request or consent required or permitted to be given or made pursuant to the Contract shall be in writing. Any such notice shall be deemed to have been given when delivered to the authorised representative of the Party at the address specified in the SCC.
- 6.2 A Party may change its address for notice hereunder by giving the other Party notice of such change.

7 Assignment

- 7.1 CoRSU or the Provider shall not assign, in whole or in part, their obligations under this Contract, except with the prior written consent of the other party.

8 Subcontracting

- 8.1 The Provider shall request approval in writing from CoRSU of all subcontracts awarded under the Contract that are not included in the Contract. Subcontracting shall in no event relieve the Provider from any of its obligations, duties, responsibilities or liability under the Contract.
- 8.2 Subcontracts shall comply with the provisions of GCC Clauses 2 and 27.

9 Change Orders and Contract Amendments

- 9.1 CoRSU may at any time request the Provider through notice in accordance with GCC Clause 6, to make changes within the general scope of the Contract.
- 9.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Provider's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Provider for adjustment must be asserted within twenty-eight days from the date of the Provider's receipt of CoRSU's change order.
- 13.3 Prices to be charged by the Provider for any additional Supplies that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Provider for similar Supplies.

10 Change in Laws

- 10.1 Unless otherwise specified in the Contract, if after the date of the Bidding Document, any law, regulation, ordinance, order or by law having the force of law is enacted, promulgated, abrogated, or changed in Uganda (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Statement of Requirements and/or the Contract Price, then such Statement of Requirements and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Provider has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the contract amendment provisions in accordance with GCC Clause 9 or price adjustment in accordance with GCC Clause 23.

11 Taxes and Duties

- 11.1 The Provider shall bear and pay all taxes, duties, and levies imposed on the Provider, by all municipal, state or national government authorities, both within and outside Uganda, in connection with the provision of the Supplies to be provided under the Contract.
- 11.2 For the purpose of the Contract, it is agreed that the Contract Price specified in the Agreement is based on the taxes, duties, levies, and charges prevailing at the date twenty-eight (28) days prior to the date of bid submission in Uganda (called "tax" in this clause). If any tax rates are increased or decreased, a new tax is introduced, an existing tax is abolished, or any change in interpretation or application of any tax occurs in the course of the performance of the Contract, which was or will be assessed on the Provider, its Joint bidders, or their employees in connection with performance of the Contract, an equitable adjustment to the Contract Price shall be made to fully take into account any such change by addition to or reduction from the Contract Price, as the case may be.

12 Force Majeure

- 12.1 For the purposes of the Contract, "Force Majeure" shall mean an event or events which are beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.
- 12.2 Force Majeure shall not include
- (a) any event which is caused by the negligence or intentional action of a Party or such Party's Sub-contractors or agents or employees; nor
 - (b) any event which a diligent Party could reasonably have been expected to both:
 - (i) take into account from the effective date of the Contract; and
 - (ii) avoid or overcome in the carrying out of its obligations; nor
 - (c) insufficiency of funds or failure to make any payment required hereunder.
- 12.3 The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under the Contract in as far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of the Contract.
- 12.4 A Party affected by an event of Force Majeure shall take all reasonable measures to
- (a) remove such Party's inability to fulfil its obligations hereunder with a minimum of delay; and
 - (b) minimise the consequences of any event of Force Majeure.
- 12.5 A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- 12.6 During the period of their inability to provide the Supplies as a result of an event of Force Majeure, the Provider shall be entitled to continue to be paid under the terms of the Contract as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of provision of the Supplies and in reactivating the provision of Supplies after the end of such period.
- 12.7 Not later than thirty (30) days after the Provider, as the result of an event of Force Majeure, has become unable to provide a material portion of the Supplies,

the Parties shall consult with each other with a view to agreeing appropriate measures to be taken in the circumstances.

13 Suspension of Assignment

- 13.1 CoRSU may, by written notice of suspension of the assignment to the Provider, suspend all payments to the Provider hereunder if the Provider fails to perform any of its obligations under the Contract, including the provision of the Supplies, provided that such notice of suspension shall:
- (a) specify the nature of the failure; and
 - (b) request the Provider to remedy such failure within a period not exceeding thirty days after receipt by the Provider of such notice of suspension.

14 Termination

- 14.1 CoRSU may, by not less than thirty days' written notice of termination to the Provider (except in the event listed in paragraph (f) below, for which there shall be a written notice of not less than sixty days), such notice to be given after the occurrence of any of the events specified in GCC Clause 14.1 (a) to (g), terminate the Contract if:
- (a) the Provider fails to remedy a failure in the performance of its obligations as specified in a notice of suspension of assignment pursuant to GCC Clause 13 within thirty days of receipt of such notice of suspension of assignment or within such other period agreed between the Parties in writing;
 - (b) the Provider becomes, or if any of the Provider's Members becomes, insolvent or bankrupt or enters into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary (other than for a reconstruction or amalgamation) in such event, termination will be without compensation to the provider, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to CoRSU
 - (c) the Provider fails to comply with any final decision reached as a result of arbitration proceedings pursuant to GCC Clause 17 hereof;
 - (d) the Provider submits to CoRSU a statement which has a material effect on the rights, obligations or interests of CoRSU and which CoRSU knows to be false;
 - (e) the Provider is unable as the result of Force Majeure, to provide a material portion of the Supplies for a period of not less than sixty days;
 - (f) CoRSU, in its sole discretion and for any reason whatsoever, decides to terminate the Contract; or
 - (g) the Provider, in the judgment of CoRSU, has engaged in corrupt, fraudulent, collusive or coercive practices in competing for or in executing the Contract.
 - (h) where the Tribunal directs that a contract should be terminated.

14.2. Termination for Convenience

CoRSU, by notice sent to the provider, may terminate the Contract, in whole or in part at any time, for its convenience. The notice of Termination shall specify that the termination is for CoRSU's convenience, the extent to which

performance of the provider under the Contract is terminated, and the date upon which such termination becomes effective.

- 14.3 The Provider may, by not less than thirty days' written notice to CoRSU, such notice to be given after the occurrence of any of the events specified in GCC Clause 14.2 (a) to (d) terminate the Contract if:
- (a) CoRSU fails to pay any money due to the Provider pursuant to the Contract and not subject to dispute pursuant to GCC Clause 17 within thirty days after receiving written notice from the Provider that such payment is overdue;
 - (b) CoRSU is in material breach of its obligations pursuant to the Contract and has not remedied the same within thirty days (or such longer period as the Provider may have subsequently approved in writing) following the receipt by CoRSU of the Provider's notice specifying such breach;
 - (c) the Provider is unable as the result of Force Majeure, to provide a material portion of the Supplies for a period of not less than sixty days; or
 - (d) Either party fails to comply with any final decision reached as a result of arbitration pursuant to GCC Clause 17 hereof.
- 14.4 If either Party disputes whether an event specified GCC Clauses 14.1 or GCC Clause 14.2 has occurred, such Party may, within thirty days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to GCC Clause 17 and the Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

15 Cessation of Rights and Obligations or Supplies

- 15.1 Upon termination of the Contract pursuant to GCC Clause 14, or upon completion of the Supplies pursuant to GCC Clause 20 hereof, all rights and obligations of the Parties hereunder shall cease, except:
- (a) such rights and obligations as may have accrued on the date of termination or completion;
 - (b) the obligation of confidentiality set forth in GCC Clause 3;
 - (c) any right which a Party may have under the Governing Laws.

16 Cessation of Provision of Supplies

- 16.1 Upon termination of the Contract by notice of either Party to the other pursuant to GCC Clause 14 the Provider shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the provision of Supplies to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum.

17 Settlement of Disputes

- 17.1 CoRSU and the Provider shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract or interpretation thereof.
- 17.2 If the parties fail to resolve such a dispute or difference by mutual consultation within twenty-eight days from the commencement of such consultation, either party may require that the dispute be referred for resolution in accordance with the Arbitration and Conciliation Act 2000 of Uganda.

18 Liquidated Damages

- 18.1 The Provider shall pay liquidated damages to CoRSU at the rate per day stated in the SCC for each day that the Completion Date is later than the Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the SCC. CoRSU may deduct liquidated damages from payments due to the Provider. Payment of liquidated damages shall not affect the Provider's liabilities.
- 18.2 If the Completion Date is extended after liquidated damages have been paid, CoRSU shall correct any overpayment of liquidated damages by the Provider by adjusting the next payment certificate.

19 Commencement of Provision of Supplies

- 19.1 The Provider shall commence the provision of Supplies within the time period after the date of the Agreement whichever is the earlier which shall be detailed in the SCC.
- 19.2 If the Contract has not become effective within such time period after the date of Contract stated in GCC Sub-Clause 19.1, either Party may, by not less than four weeks' written notice to the other Party, declare the Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

20 Completion Period and Completion of provision of the Supplies

- 20.1 The period within which the Supplies are required to be provided shall be detailed in the SCC. The completion period shall commence from the date of the commencement of provision of the Supplies detailed in GCC Sub-Clause 19.1.
- 20.2 The completion for the provision of the Supplies shall be in accordance with the Agreement.

C Obligations of CoRSU

21 Provision of Information and Assistance

- 21.1 CoRSU shall supply the Provider with any information or documentation at its disposal which may be relevant to the performance of the contract. Such documents shall be returned to CoRSU at the end of the period of the Contract.
- 21.2 CoRSU shall issue to its employees, agents and representatives all such instructions as may be necessary or appropriate to facilitate the prompt and effective provision of the Supplies.
- 21.3 CoRSU shall give the Provider access to its premises, where required for the provision of the Supplies, and assist the Provider with any security and documentation necessary at the premises where the Supplies are to be provided in accordance with the Contract.

D Payment

22 Contract Price

- 22.1 The Contract Price shall be as specified in the Agreement subject to any additions and adjustments thereto, or deductions therefrom, as may be made pursuant to the Contract.
- 22.2 The Contract Price shall include the total cost for providing the Supplies and shall include payments for all Personnel, materials and supplies used for the provision of Supplies and any other overhead or incidental costs.
- 22.3 The Contract Price shall be paid in accordance with the payment schedule in the SCC.
- 22.4 The Contract Price may only be increased if the Parties have agreed to additional payments by contract amendment in accordance with GCC Clause 9.

23 Price Adjustments

- 23.1 Contracts shall be at fixed prices which shall not be revised or varied.

24 General Payment Procedure

- 24.1 In consideration of the Supplies provided by the Provider under the Contract, CoRSU shall make to the Provider such payments in such manner as is provided by the Contract.
- 24.2 Payments made by CoRSU shall be made in response to requests for payment made by the Provider. The Provider's request for payment shall be made to CoRSU in writing by production of an invoice supported by the documentation required and as specified in the SCC.
- 24.3 Unless otherwise specified in the SCC, payments shall be made by CoRSU, no later than thirty days after submission of a request for payment by the Provider and its certification by CoRSU. CoRSU shall certify or reject such requests for payment within five days from receipt. Where such payment requests are rejected, CoRSU shall promptly advise the Provider of the reasons for rejection.
- 24.4 CoRSU shall not unreasonably withhold any undisputed portion of a request for payment. CoRSU shall notify the Provider of the inadmissibility of a request for payment due to an error, discrepancy, omission or any other reason so that the Parties may resolve such error, discrepancy, omission or other fault and agree a solution to enable payment of the corrected request for payment. Only such portion of the request for payment that is inadmissible may be withheld from payment. Should any discrepancy be found to exist between actual payment made and costs authorised to be incurred by the Provider, CoRSU may add or subtract the difference from any subsequent payments.
- 24.5 Any amount which CoRSU has paid or caused to be paid which is in excess of the amounts actually payable in accordance with the provisions of the Contract, shall be reimbursed by the Provider to CoRSU within thirty days after receipt by the Provider of a notice thereof. Any such claim by CoRSU for reimbursement must be made within twelve months after receipt by CoRSU of a final statement approved by CoRSU.

25 Advance Payment Guarantee

- 25.1 Unless otherwise stated in the SCC, where any payment is made in advance of performance of Supplies, payment of the advance payment shall be made against the provision by the Provider of a bank guarantee.
- 25.2 Should the advance payment guarantee cease to be valid and the Provider fails to re-validate it, a deduction equal to the amount of the advance payment may be made by CoRSU from future payments due to the Provider under the contract.
- 25.3 If a Contract is terminated for any reason, the guarantee securing the advance may be invoked in order to recover the balance of the advance still owed by the Provider.

E Obligations of the Provider

26 Obligations of the Provider

- 26.1 The Provider shall provide the Supplies under the contract with due care, efficiency and diligence, in accordance with best professional practices.
- 26.2 The Provider shall respect and abide by all laws and regulations in force. The Provider shall indemnify CoRSU against any claims and proceedings arising from any infringement by the Provider, its sub-contractors or their employees of such laws and regulations.
- 26.3 The Provider shall ensure that Supplies conform to applicable environmental and quality standards, that no chemical or other product/equipment is used in such a way as to cause negative impact on the environment in general and occupational health hazards for the personnel of CoRSU in particular, and shall employ the most recent technology, safe and effective equipment, machinery, materials and methods, as necessary. The Provider shall always act, in respect of any matter relating to this Contract, to safeguard the CoRSU' s legitimate interests, pursuant to Conditions of this Contract
- 26.4 The Provider shall obtain CoRSU' s prior approval in writing before taking any of the following actions:
 - a) entering into a subcontract for the performance of any part for the provision of the Supplies, it being understood that the Provider shall remain fully liable for the provision of the Supplies by the Sub-contractor and its Personnel pursuant to the Contract;
 - (b) any other action that may be specified in the SCC.
- 26.5 The Provider shall furnish CoRSU with any personnel data or information required by CoRSU to arrange the provision of documentation required in accordance with GCC Clause 21.3.

27 Eligibility

- 27.1 The bidder and its Joint bidders shall have the nationality of an eligible country. A Provider or Joint bidders shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.

28 Code of Conduct

28.1 The Provider shall at all times refrain from making any statements about CoRSU concerning the provision of the Supplies without the prior approval of CoRSU and from engaging in any activity which conflicts with its obligations towards CoRSU under the contract. It shall not commit CoRSU without its prior written consent, and shall, where appropriate, make this obligation clear to third parties.

29 Indemnification

29.1 At its own expense, the Provider shall indemnify, protect and defend, CoRSU, its agents and employees, from and against all actions, claims, losses or damage arising from any act or omission by the Provider in the provision of the Supplies, including any violation of any legal provisions, or rights of third parties, in respect of patents, trademarks and other forms of intellectual property such as copyrights.

29.2 At its own expense, the Provider shall indemnify, protect and defend CoRSU, its agents and employees, from and against all actions, claims, losses or damages arising out of the Provider's failure to perform its obligations provided that:

- (a) the Provider is notified of such actions, claims, losses or damages not later than 30 days after CoRSU becomes aware of them;
- (b) the ceiling on the Provider's liability shall be limited to an amount equal to the contract value, but such ceiling shall not apply to actions, claims, losses or damages caused by the Provider's wilful misconduct;
- (c) the Provider's liability shall be limited to actions, claims, losses or damages directly caused by such failure to perform its obligations under the contract and shall not include liability arising from unforeseeable occurrences incidental or indirectly consequential to such failure.

29.3 The aggregate liability of the Provider to CoRSU shall not exceed the total contract value.

29.4 The Provider shall have no liability whatsoever for actions, claims, losses or damages occasioned by:

- a) CoRSU omitting to act on any recommendation, or overriding any act, decision or recommendation, of the Provider, or requiring the Provider to implement a decision or recommendation with which the Provider disagrees or on which it expresses a serious reservation; or
- b) the improper execution of the Provider's instructions by agents, employees of CoRSU.

29.5 The Provider shall remain responsible for any breach of its obligations under the contract for such period after the Supplies have been provided as may be determined by the law governing the contract.

30 CoRSU's Safeguarding Policy

30.1 The Provider will be required to observe CoRSU's policy on the Commitment to Safeguarding as noted;

- a) CoRSU is fully committed to the safety and wellbeing of children and other vulnerable adults.
- b) All CoRSU activities are aligned with the CoRSU Safeguarding Policy geared towards keeping children and vulnerable adults free from acts of abuse, neglect and exploitation.

F Performance of the Supplies

31 Scope of Supplies

- 31.1 The Supplies to be provided shall be as specified in the Statement of Requirements in the Contract.
- 31.2 The Supplies shall be provided at such locations as are specified in the Statement of Requirements.

32 Provider's Technical Personnel

- 32.1 The Provider shall employ and provide such qualified and experienced technical personnel as are required to carry out the Supplies. The Provider shall be responsible for the performance of the Personnel.
- 32.2 If required by the Agreement, the Provider shall ensure that a technical, acceptable to CoRSU, takes charge of the Provision, Installation and Testing of the Supplies.

33 Working hours of the Personnel

- 33.1 Where the Installation and testing activities are performed on a regular basis at the premises of CoRSU, the Provider shall work the hours agreed with CoRSU where not specified in the Statement of Requirements.

34 Replacement of Personnel

- 34.1 If CoRSU requests the Provider to remove a person who is a member of the Providers staff or work force, stating the reasons, the Provider shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.

35 Performance Security

- 35.1 The Provider shall, within twenty-eight (28) days of the notification of contract award, provide a Performance Security for the due performance of the Contract in the amount and currency specified in the SCC.
- 35.2 The proceeds of the Performance Security shall be payable to CoRSU as compensation for any loss resulting from the Provider's failure to complete its obligations under the Contract.
- 35.3 The Performance Security shall be in one of the forms stipulated by CoRSU in the SCC.
- 35.4 The Performance Security shall be discharged by CoRSU and returned to the Provider not later than twenty-eight (28) days following the date of completion of the Provider's performance obligations under the Contract.

Section 8 Special Conditions of Contract

GCC clause reference	Special Conditions of Contract
	The Procurement Reference Number is: CoRSU/SPLS/2021/002
GCC 3.1(f)	The other documents forming part of the Contract are: Not Applicable
GCC 3.4	<p>Authorised Representatives: The Authorised Representatives are: For CoRSU: Chief Executive Officer (CoRSU) For the Provider:</p>
GCC 4.1	Law: The Governing Law shall be the Law of Uganda.
GCC 5.1	Language: The language of the contract shall be English.
GCC 6.1	<p>For notices, CoRSU' s address shall be: Attention: Procurement Office PO Box: 46 Kisubi Country: Uganda Telephone: 0794 900 103, 0790 900 173 Email address: procurement.bids@corsuhospital.org</p> <p>For notices, the Provider's address shall be: Attention: Street Address: Floor/Room number: Town/City: PO Box: Country: Telephone: Facsimile number: Email address:</p>
GCC 17.2	Dispute settlement: The Dispute settlement shall be the Arbitration and Conciliation Act 2000 of Uganda.
GCC 18.1	Liquidated Damages apply. The liquidated damage shall be: 0.01% per week The maximum amount of liquidated damages shall be: Not exceed 10% of the contract price
GCC 19.1	Commencement: The Period within which X-ray machine shall be supplied, installed, tested and commissioned at CoRSU following the date of the Agreement is: 2 Months

Part 3: Section 8 Special Conditions of Contract

GCC clause reference	Special Conditions of Contract									
GCC 20.1	Completion: The supply shall be completed by/shall be performed for a period of: 60 days from the date of contract signing									
GCC 22.3	<p>Payment Schedule: The payment schedule shall be:</p> <table border="1" data-bbox="464 465 1401 685"> <thead> <tr> <th data-bbox="464 465 552 521">No.</th> <th data-bbox="552 465 1050 521">Deliverables</th> <th data-bbox="1050 465 1401 521">Payment (%)</th> </tr> </thead> <tbody> <tr> <td data-bbox="464 521 552 577">1.</td> <td data-bbox="552 521 1050 577">Contract Signing</td> <td data-bbox="1050 521 1401 577">20</td> </tr> <tr> <td data-bbox="464 577 552 685">2.</td> <td data-bbox="552 577 1050 685">Successful Commission of the X-ray Machine</td> <td data-bbox="1050 577 1401 685">80</td> </tr> </tbody> </table>	No.	Deliverables	Payment (%)	1.	Contract Signing	20	2.	Successful Commission of the X-ray Machine	80
No.	Deliverables	Payment (%)								
1.	Contract Signing	20								
2.	Successful Commission of the X-ray Machine	80								
GCC 24.2	<p>Documentation for Payment: The following documentation shall be required to support invoices requesting payments:</p> <ul style="list-style-type: none"> • Advance Payment Guarantee • Certificate of Successful Commission • Invoices 									
GCC 24.3	Payment Period: Payment shall be made by CoRSU within 30 days of receipt of the invoice and the relevant documents specified in Clause 24.2.									
GCC 25.1	<p>An Advancement Payment Guarantee shall be required. The amount of the Advance Payment Guarantee shall be: 20% of the contract price The period of validity of the Advance Payment Guarantee shall be: 3 months</p>									
GCC 36.1	<p>Performance Security: A Performance Security shall be required. The amount and currency of the Performance Security is: 10 percent of the contract price</p>									

Part 3: Section 9: Contract Form

Section 9. Contract Forms

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Part 3: Section 9: Contract Form

Agreement

Procurement Reference No:

This agreement is made the -----day of the month of-----,-----
between (hereinafter called the "procuring entity") and -----(hereinafter
called the "Provider").

- (a) CoRSU has requested the Provider to provide certain Supplies (hereinafter called the "Supplies") as defined herein and attached to this Contract;
- (b) the Provider having represented to CoRSU that it has the required skills, personnel and technical resources, has agreed to provide the Supplies on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

- 1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract referred to.
- 2. In consideration of the payments to be made by CoRSU to the Provider as indicated in this Agreement, the Provider hereby covenants with CoRSU to provide the Supplies in conformity in all respects with the provisions of the Contract.
- 3. CoRSU hereby covenants to pay the Provider in consideration of the provision of the Supplies, the Contract Price of _____ or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

Signed by----- (for the Procuring Entity)
Name: ----- Authorised Representative
Position: -----

In the presence of:

Name: ----- Position: -----

Signed by ----- (for the Provider)
Name:----- Authorised Representative
Position: -----

In the presence of:

Name: ----- Position: -----

Part 3: Section 9: Contract Form

[The Performance Security should be on the letterhead of the issuing Financial Institution and should be signed by a person with the proper authority to sign documents that are binding on the Financial Institution]

Performance Security

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

Procurement Reference No: *[insert Procurement Reference Number]*

To: *[insert complete name of Procuring and Disposing Entity]*

WHEREAS *[insert name complete of Provider]* (hereinafter "the Provider") has undertaken, pursuant to Contract No. *[insert number]* dated *[insert day, month and year]* to supply *[brief description of the Supplies]* (hereinafter "the Contract").

AND WHEREAS it has been stipulated by you in the aforementioned Contract that the Provider shall furnish you with a security *[insert type of security]* issued by a reputable guarantor for the sum specified therein as security for compliance with the Provider's performance obligations in accordance with the Contract.

AND WHEREAS the undersigned *[insert complete name of Guarantor]*, legally domiciled in *[insert complete address of Guarantor]*, (hereinafter the "Guarantor"), have agreed to give the Provider a security:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Provider, up to a total of *[insert currency and amount of guarantee in words and figures]* and we undertake to pay you, upon your first written demand declaring the Provider to be in default under the Contract, without complaint or argument, any sum or sums within the limits of *[insert currency and amount of guarantee in words and figures]* as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This security is valid until the *[insert number]* day of *[insert month]*, *[insert year]*.

Name: *[insert complete name of person signing the Performance Security]*

In the capacity of *[insert legal capacity of person signing the Performance Security]*

Signed: *[signature of person whose name and capacity are shown above]*

Duly authorised to sign the Performance Security for and on behalf of: *[insert complete name of Financial Institution]*

Dated on _____ day of _____, _____ *[insert date of signing]*

Appendices

Appendix 1: Price Schedule for Supplies and Related Services

This price schedule should be signed by a person with the proper authority to sign documents for the Bidder. It should be included by the bidder in its bid. The Bidder may reproduce this in landscape format but is responsible for its accurate reproduction. **Price Schedule for Supplies and Related Services**

Date: [Insert date (as day, month and year) of bid submission]

Procurement Reference No: [Insert Procurement Reference Number]

Name of Bidder: [Insert the name of the Bidder]

1	2	3	4	5	6	7	8
Item No	Supplies or Related Services	Country of Origin	Quantity (No of Units)	Unit Prices		Import Duties, Sales and Other taxes per unit	Total Price
				EX-Factory	Delivery and Incidental Costs		
<i>Insert number of item corresponding to the Statement of</i>	<i>Insert brief description, name of Supplies or Related Services</i>	<i>Insert Country of Origin of the Item</i>	<i>Insert number of units of this item to be purchased</i>	<i>Insert the unit price of this item but excluding all import duties, paid</i>	<i>Insert the unit price for delivery in accordance with the delivery terms this item but excluding all import duties,</i>	<i>Insert all import duties, taxes paid or payable in Uganda on this item</i>	<i>Insert the total price for this item, which should equate to columns 4x[5+6+7]</i>

Part 3: Section 9: Contract Form

<i>Requirement</i>				<i>or payable in Uganda</i>	<i>paid or payable in Uganda</i>		

Signed: *[Signature of person whose name and capacity are shown below]*

Name: *[Insert complete name of person signing the bid]*

In the capacity of *[insert legal capacity of person signing the bid]*

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