

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

T E N D E R D O C U M E N T

Method of Procurement:

Open Bidding Method

Subject of Procurement:

Supply of a Land Cruiser-Prado (Used)

Procurement Reference Number:

CoRSU/SPLS/2021/001

Date of Issue:

Monday, 26th July 2021

TENDER NOTICE UNDER OPEN BIDDING METHOD

REQUEST FOR BIDS FOR SUPPLY OF LANDCRUISER-PRADO (USED)

PROCUREMENT REFERENCE-CoRSU/ SPLS/2021/001

1. CoRSU has allocated funds to be used for the procurement of the above mentioned item.
2. CoRSU invites sealed bids from eligible bidders for the supply of the above mentioned item.
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 the tender documents at the address given below at 6(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 6(c) at or before Thursday, 30th September 2021, 4:00pm.
6.
 - (a) The tender document will be inspected at: CoRSU Hospital Administration Reception
 - (b) The tender document 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
7. The planned procurement schedule (subject to changes) is as follows:

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

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Monday, 26th July 2021

PART 1: INSTRUCTIONS TO BIDDERS

Procurement Subject: **Supply of a Land Cruiser-Prado (Used)**

Procurement Reference Number: **CoRSU/SPLS/2021/001**

1.1.1 Scope & preparation of Bids:

CoRSU issues this Tender Document for the supply of a Land Cruiser Prado (Used).

Interested bidders are requested to prepare your bid by completing, signing and returning:

1. the Bid Submission Sheet in Annex 1;
2. the List of Supplies and Price Schedule in Annex 1;
3. the Specification and Compliance Sheet in Part 2: Statement of Requirements
4. the documents evidencing your eligibility, as listed in 1.1.7;

1.1.2 Source of Funds:

CoRSU has received a grant from one of its development partners, and intends to apply these funds towards the acquisition of a Landcruiser-Prado (used).

1.1.3 Validity of Bids:

Bids shall remain valid for a period NOT Exceeding 60 Days, from the date of submission.

1.1.4 Sealing and Labelling of Bids:

Each bidder shall prepare **one (01)** original of the document comprising the bid, clearly marked "ORIGINAL", and **two (02)** copies clearly marked "COPY". In the event of any mismatch between the original and the copy, the original shall prevail. Both shall be typed in indelible ink.

Both bids shall be sealed in a single envelope, clearly marked with the Procurement Reference Number above, the Bidder's addressed to **CoRSU REHABILITATION HOSPITAL, ENTEBBE.**

Envelopes should be sealed in such a manner that opening and resealing cannot be achieved undetected.

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1.1.5 Submission of Bids:

Bids shall be delivered on the address below, not later than the date and time of the deadline below. Late quotations will be rejected.

Date of deadline: Thursday, 30th September 2021

Time of deadline: 4:00pm

Addressed to: The Procurement Office
CoRSU Rehabilitation Hospital
P.O. Box 46, Kisubi
Plot 125, Kisubi, Entebbe.

1.1.6 Opening of Bids:

Bids shall be opened internally at CoRSU premises for which the bidders' representatives may be requested to attend.

1.1.7 Evaluation of Bids:

The evaluation of bids will be carried following the below criteria:

a) Preliminary examination to determine eligibility (as defined below) and administrative compliance to this Request for Quotations on a pass/fail basis;

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

1. A copy of a valid Trading license or equivalent
2. A copy of the Bidder's Certificate of Registration or equivalent
3. A Tax registration certificate
4. A Tax clearance certificate
5. A brief company profile, with details of Company Directors.
6. Proof of supply of similar items (LPOs, Contracts etc)

b) Detailed evaluation to determine technical responsiveness;

Technical responsiveness shall be evaluated in accordance with Part 2: Statement of Requirements.

The Specification and Compliance Sheet details the minimum specification of the supplies required. The supplies offered must meet the specifications in Part 2 under the

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statement of requirements, but no credit will be given for exceeding the specification.

The Statement of Requirements detail the minimum technical requirements. Responsiveness is determined by comparison of the specification offered to the specification required in Part 2 and the evaluation shall be conducted on a pass/fail basis. Substantial responsiveness shall be considered a pass.

The detailed technical evaluation will examine the technical specification of the items offered in the "Bidder's offer" column and determine whether this meets the minimum specification in the "Required" column. Bidders must complete the "Bidder's offer" column or the bid will be rejected.

c) Financial comparison to determine the evaluated price of quotations;

The financial comparison shall be conducted in accordance with Annex 2: List of Supplies and Price Schedule.

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

- The unit and total price based on the delivery terms requested and the quantity specified.
- All costs including delivery and all local taxes, duties and levies.

d) Determination of Best Evaluated Bid

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

NB: Bids failing at any stage will be eliminated and not considered in subsequent stages.

1.1.8 Currency:

Bids shall be priced in Uganda Shillings, and the currency of evaluation will be Uganda shillings.

1.1.9 Right to Review and Reject the bidding process:

Bidders may seek an Administrative Review by the Accounting Officer (CEO-CoRSU) in accordance with the CoRSU procurement guidelines if they are aggrieved with the award decision.

CoRSU reserves the right to accept or reject any quotation or to cancel the bidding process and reject all bids at any time prior to contract signing.

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PART 2: STATEMENT OF REQUIREMENTS

2.1.1 Specification and Compliance Sheet

Bidders shall be required to complete column c with the specifications of the supplies offered. Also state "comply" or "not comply" and give details of any non-compliances to the specification required.

Attach detailed technical literature if required. Authorise the specification offered in the signature block below.

SPECIFICATION AND COMPLIANCE SHEET

MINIMUM VEHICLE SPECIFICATIONS FOR PRADO-LAND CRUISER				
ITEM NO	ITEM	REQUIRED MINIMUM SPECIFICATIONS	"COLUMN C"-BIDDER'S OFFER	COMPLY/NOT COMPLY (STATE DEVIATION)
1	Type/Model	Prado Landcruiser		
2	Year of Registration	2007 and Above		
3	Make	Toyota		
4	Country of Manufacture	Japan		
5	Colour	Any Colour		
6	Max kms travelled/mileage	100,000 km		
7	Engine capacity	3000 - 4000 CC		
8	Min fuel tank capacity	80 Litres		

9	Fuel type	Diesel		
10	No. of cylinders	4 (Four)		
11	No. of doors minimum	5 Doors		
12	Seating capacity Min.	8 People		
13	Transmission	Either Manual or Automatic Transmission		
14	High/Low transfer gears	Low		
15	Front Brakes	Front Disk		
16	Rear brakes	Rear Drum		
17	Front suspensions	Front Coil Suspension		
18	Rear Suspensions	Rear Leaf Spring Suspension		
19	Steering Type	Right Hand Drive		
20	Seats	Fabric in good condition		
21	Windows	Transparent		
22	Air Conditioning- AC	Applicable		
23	Central Door locking system	Automatic or Manual		
24	Central Arms Rest	Applicable		
25	Radio System	CD, AM/FM radio		

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26	Door unlock alert	Applicable		
27	Airbags	2 (Two)		
28	Headrests	Applicable		
29	Seat belts	Applicable		
30	Side Mirrors	Either Manual or Automatic Operated		
31	Tyre size	750R 16C		
32	Spare Wheel Tyre size	750R 16C		
33	Wheel Covers	Full		
34	Other Mechanic Accessories	Emergency Kit, Car Jerk, Wheel Spanners		
35	Warranty	12 Months		

Specification and compliance sheet authorised by:

Signature _____ Name: _____

:

Position: _____ Date: _____

Authorised for and on behalf of:

Company: _____

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PART 3: CONTRACT TERMS-GENERAL TERMS AND CONDITIONS

3.1.1 Payment:

CoRSU shall, on fulfillment of the delivery terms, unless otherwise provided in the contract, make payment within 30 days of receipt of the Supplier's invoice for the goods and other documentation that are part of the contract. The terms of Payment shall either be by Funds Transfer or Cheque.

3.1.2 Language of Communication:

The contract as well as all correspondences and documents relating to the contract exchanged between the supplier and the purchaser shall be written in English. All supporting documents and printed literature that are part of this contract shall be in English.

3.1.3 Governing Law:

The contract shall be governed by and interpreted in accordance with the laws of the republic of Uganda.

3.1.4 Taxes & Duties:

The supplier shall be entirely responsible for all taxes, duties, license fees and other such levies imposed or incurred until delivery of the contracted goods to the purchaser.

3.1.5 Supplier's Responsibility:

The supplier shall supply the goods and related services specified in part 2: statement of requirements in conformity with the provisions of the contract.

3.1.6 Purchaser's Responsibility:

The purchaser shall pay the supplier, in consideration of the provisions of goods and related services, the contract price or such other sums as may be payable under the provisions of the contract at the times and manner prescribed in the contract.

3.1.7 Inspections and Tests

- The supplier shall at its own expense carry out all such inspections and testing of the goods and related services as specified in the contract, before they are delivered to the purchaser.
- The purchaser or its delegated representative, shall be entitled to attend the tests and/ or inspections.
- The supplier shall provide the purchaser with a detailed report of the results of the tests and inspections done highlighting the key areas as listed below.

NB: The purchaser shall be at discretion to accept or reject the report. To this effect, the purchaser through a designated representative, may re-conduct a fresh inspection and testing exercise under the following arrangement;

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AREAS OF CONSIDERATION FOR THE INSPECTION AND TESTING EXERCISE

List of Inspections and Tests	
Subject of Inspection and testing	Relevant Vehicle parts and documentation
Physical and Mechanical Condition	<ul style="list-style-type: none"> • Mechanical tests on the Engine. • The exterior (body) and interior of the vehicle • The quality of seats <p>Note. The vehicle MUST come with seats already installed</p>
Vehicle Documentation	<ul style="list-style-type: none"> • Vehicle Log book • Registration Number plate
Any other relevant details	<ul style="list-style-type: none"> • Etc

3.1.8 Extension of Time:

At any time during performance of the contract, should the supplier encounter conditions impeding timely delivery of the goods or completion of the related services, the supplier shall promptly notify purchaser in writing of the delay, its likely duration, and its cause. Upon receipt of the supplier’s notice, the purchaser shall evaluate the situation, and may at its discretion grant extension of time for performance. In which case, the extension shall be ratified by the parties by an amendment of the contract, except in the case of force majeure situation. A delay by the supplier to perform its delivery and completion obligations shall render the supplier liable to the imposition of liquidated damages, unless an extension of time is agreed upon.

3.1.9 Liquidated Damages:

Except in the case of force Majeure, a failure by a supplier to deliver any or all of the goods or perform the related services with in the period specified in the contract, the purchaser may without considering all other remedies under the contract, deduct **(0.5%) of the contract price** as liquidated damages, for the delayed goods and or related services for each week or part there of the delay until actual delivery or performance is fulfilled, or may go up to a maximum deduction of **(5%) of the contract price**. Once the maximum point is reached, CoRSU may terminate the contract.

3.2.0 Force Majeure:

The supplier shall not be liable for liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations made under the contract is as a result of an event of force majeure. Force majeure means an event or situation that occurs beyond the control of the supplier, that is not foreseeable, and its origin is not due to negligence or lack of care on the part of the supplier. Such events may include but not limited to acts of the purchaser e.g wars, revolutions, fire, floods, epidemics, quarantine restrictions, and freight embargoes.

If a force majeure arises, the supplier shall notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract, and shall seek all reasonable alternative means for performance not prevented by force majeure event.

3.2.1 Termination:

- The purchaser, without prejudice to any other remedy for breach of contract shall give fourteen (14) days written notice of default before terminating the contract in whole or in part if;
 - a) the supplier fails to provide any or all the goods or services within the period specified in the contract or within any extension thereof granted by the purchaser.
 - b) the supplier fails to perform any other obligation under the contract or the supplier, in the judgement of the purchaser has engaged in corrupt, fraudulent or coercive practices during competition or execution of the contract.
- The purchaser and supplier may at any time terminate the contract by giving notice to the other party if either of the parties becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to any party, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the other party.

3.2.2 Settlement of Disputes:

The purchaser and the supplier shall use their best efforts to settle amicably all disputes arising out of or in connection with this contract or its interpretation.

ANNEX 1: BID SUBMISSION SHEET

[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]

Bid Addressed to (CoRSU Hospital):	
Date of Bid:	
Procurement Reference Number:	
Description of Procurement:	

We offer to supply the items listed in the attached List of Supplies and Price Schedule and Specification and Compliance Sheet, in accordance with the terms and conditions stated in your tender document referenced above.

We confirm that we are eligible to participate in the procurement proceedings and meet the eligibility criteria specified in section 1.1.7:

Our bid shall be valid until and including [insert date, month and year] and it shall remain binding upon us and may be accepted at any time before or on that date;

We confirm that the prices quoted in the List of Supplies and Price Schedule are fixed and firm for the duration of the validity period and will not be subject to revision or variation.

The delivery period offered is: _____ days/weeks/months from date of contract signing.

Bid Authorised by:

Signature _____ Name: _____

Position: _____ Date: _____

Authorised for and on behalf of:

Company _____

ANNEX 2: LIST OF SUPPLIES AND PRICE SCHEDULE

Procurement Reference Number: **CoRSU/SPLS/2021/001**

[Complete the currency of your bid. Complete the unit and total prices for each item listed in accordance with **section 1.1.7 c: Financial comparison to determine the evaluated price of quotations**. Authorize the prices quoted in the signature block below.]

CURRENCY OF QUOTATION: _____

Item No	Description of Supplies	Quantity	Unit Measure	of	Unit Price	Total Price
Enter 0% VAT rate if VAT exempt.					Other additional costs	
					Subtotal	
					VAT @	%
					Total	

List of Supplies and Price Schedule Authorised by:

Signature _____ Name: _____

Position: _____ Date: _____

Authorised for and on behalf of:

Company: _____

ANNEX 3: CoRSU's ANTI-CORRUPTION AND BRIBERY POLICY STATEMENT

- CoRSU requires that all stakeholders involved in procurement processes including Suppliers to observe the highest standard of ethics during the implementation of procurement proceedings and the execution of contracts. In pursuance of this requirement, CoRSU shall:
 - (a) disqualify any supplier involved from participation in the procurement proceedings concerned; and
 - (b) declare the Supplier ineligible, either indefinitely or for a stated period of time, from participation in CoRSU procurement proceedings if it at any time CoRSU determines that the Supplier has engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a contract with CoRSU.
- Should any corrupt, fraudulent, collusive or coercive practice of any kind referred to hereunder come to the knowledge of CoRSU, it shall, in the first place, allow the Supplier to provide an explanation before taking up the next course of action. The Supplier shall only be acquitted when a satisfactory explanation without any reasonable doubt is received by CoRSU. Such exclusion and the reasons thereof shall be recorded in the record of the procurement proceedings and promptly communicated to the Supplier concerned.
- All communications between the Supplier and CoRSU related to matters of alleged corrupt, fraudulent, collusive or coercive practices shall be in writing.
- CoRSU Procurement Policy defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) "Corrupt practice" means offering, giving, or promising to give, directly or indirectly, to an employee of CoRSU a gratuity in any form, an employment or any other thing or service of value, as an inducement with respect to an act or decision of, or method followed by, CoRSU in connection with the procurement proceeding;
 - (ii) "Fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement proceeding or the execution of a contract to the detriment of CoRSU;
 - (iii) "Collusive practice" means a scheme or arrangement among two or more suppliers with or without the knowledge of CoRSU (prior to or after tender submission) designed to

establish tender prices at artificial, non-competitive levels and to deprive CoRSU of the benefits of free, open and genuine competition; and

(iv) "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence the procurement proceedings or affect the execution of a contract.

ANNEX 4: CoRSU's SAFE GUARDING POLICY STATEMENT

All Suppliers shall be required to observe the 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 services are aligned with the CoRSU Safeguarding Policy geared towards keeping children and vulnerable adults free from acts of abuse, neglect and exploitation.
- c) Consistent with this commitment, all CoRSU service providers are therefore expected to comply with the CoRSU Safeguarding policy and code of conduct and to raise concerns about suspected abuses to children and vulnerable adults within CoRSU premises.
- d) Concerns and reports shall be submitted to CoRSU Management through the CoRSU Safeguarding Focal Person (0794 900 147)

