

BIDDING DOCUMENT FOR THE SUPPLY OF TOP SECURITY PADLOCKS, TORCHES, BOWS & ARROWS.

OPEN DOMESTIC BIDDING

SUBJECT OF PROCUREMENT

TENDER NAME	TENDER NUMBER
SUPPLY OF TOP SECURITY PADLOCKS,	RHSP/SPLS/21/002
TORCHES, BOWS & ARROWS.	

INVITATION FOR QOUTATIONS FOR SUPPLY OF TOP SECURITY PADLOCKS, TORCHES, BOWS & ARROWS UNDER OPEN DOMESTIC BIDDING

Rakai Health Sciences Program (RHSP) invites sealed bids for **Supply of 272 Torches, 122 Bows & Arrows and 122 top security padlocks** as specified in the statement of requirements.

Procurement will be undertaken in compliance with RHSP's Procurement Policy and Procedures Manual guidelines on large sized tenders 2020.

1. Bid Price:

- a) The contract shall be for the full quantity as described in the list of supplies. Corrections, if any, shall be made by crossing out, initialing, dating and re writing.
- b) Prices for Goods supplied shall be quoted inclusive of delivery to RHSP main store at Kalisizo.
- d) The rates quoted by the bidder shall be fixed for the duration of the contract and shall not be subject to adjustment on any account.
- e) The prices For Supplies and Related Services originating in Uganda must be quoted in Uganda shillings and the prices For Supplies and Related Services originating outside of Uganda must also be quoted in Uganda shillings as well.
- 2. Validity of a Bid: Bids shall remain valid for a period **not less than 60 days** after the deadline date specified for submission.
- 3. Bids should be sent by **completing and signing the price schedule at Annexure I** enclosed and attaching any other documents required to be submitted under this invitation. You may also reply by sending a quotation on your own company's letterhead, but the terms and conditions specified in the RFQ will take precedence over any terms and conditions stated in your quotation.
- 4. Bids shall give a comprehensive description of the proposed items, clearly indicating name, model, make etc. and should be accompanied by technical information in *English*, such as leaflets, brochures, or catalogue pages. **Different options of Padlocks, Bows and arrows and Torches can be proposed. The bids should be accompanied by the samples being proposed**. The Supplier shall state in his bid the full name and address of the manufacturer's representative closest to the consignee, who can provide after- salesservice, spare- parts and warranty services whose responsibility will it be to provide such after- sales-service.
- 5. Other documents required to be submitted along with the quotation shall include:
 - o Certificate of Incorporation/Registration
 - o A copy of trading license
 - o Presence of tax clearance certificate
 - Power of Attorney
 - o Signed supplier code of conduct (Form 6) by the authorized person
 - o Written Confirmation of the authorization to sign on behalf of the Bidder

- o Statement regarding its major operations
- Full contact information of the firm physical location and postal address, telephone numbers and valid email address.
- o Certificates of dealership to supply the equipment requested

6. Bid Submission

- a) The bid should be enclosed in an envelope that should be subsequently sealed and addressed to the address given below. The envelope should have the Proc Ref. number and date of opening boldly and conspicuously super scribed.
- b) The Bidder shall prepare one original of the documents comprising the bid and clearly mark it "ORIGINAL". In addition, the bidder shall submit two other copies of the bid and clearly mark each of them 'COPY". In the event of any discrepancy between the original and the copies, the original shall prevail.
- c) It is the exclusive responsibility of the bidders to ensure that the sealed envelope containing the bids reaches the indicated delivery address before the time and date indicated in paragraph 7 below. If being delivered by hand, the Bids must be delivered at the below address during the working hours from 08.00 hrs. to 13.00 hrs. and from 14.00 hrs. to 17.00 hrs., Monday through Thursday, and on Fridays from 08:00hrs to 15:00hrs except for holidays being observed by the Government of Uganda.
- 7. **Delivery of Bids:** It is the responsibility of bidders to submit the quotation on or before Tuesday, 17th August 2021 at 11:00 am. either through post, courier or by hand-delivery to the address below:

RHSP Offices, Old Bukoba Rd, Kalisizo Town Council, Kyotera District.

OR

RHSP Offices, Uganda Virus Research Institute, Nakiwogo Rd, Entebbe, Wakiso District.

- 8. Bids shall give a comprehensive description of the proposed items. If the proposed items do not comply exactly with the technical specifications and descriptions provided in the RFQ, the nearest functional equivalent or closest standard should be offered as an alternative.
- 9. Any deviation from the requested specifications shall be highlighted and explained. When comparative specification tables or other tables are provided by the Purchaser, such tables shall be completed, and item reference numbers should be referred to. The country of origin shall be specified for each item offered
- 10. **Evaluation of Bids:** The Purchaser will evaluate and compare the Bids determined to be substantially responsive i.e, which (a) are properly signed; and (b) conform to the terms and conditions, and specifications. For the purposes of the evaluation, the rates excluding taxes and duties but including expenses like packing and forwarding, freight, insurance etc. shall be considered. For purposes of comparison, prices are converted into local currency at the selling exchange rates prevailing on the date of opening of the quotations. The source of the exchange rate will be Bank of Uganda.
- 11. The Bids would be evaluated for all the indicated items together.

- 12. Award of contract: The Purchaser will award the contract to the bidder whose bid has been determined to be substantially responsive and who has offered the lowest priced bid. The awarded supplier will be required to submit a performance security before contract signing.
- 13. Notwithstanding the above, the Purchaser reserves the right to accept or reject any bid and to cancel the bidding process and reject all bids at any time prior to the award of contract.
- 14. The bidder whose bid is accepted will be notified of the award of contract by RHSP prior to expiration of the bid validity period. The terms of the accepted offer shall be incorporated in the purchase order.
- 15. Payment terms shall be agreed upon with the awarded bidder.
- 16. Normal commercial warranty/ guarantee shall be applicable to the supplied goods.
- 17. You are requested to provide your offer latest by **Tuesday**, **17th August 2021 at 11:00 am.** Any offers received late shall not be considered.

We look forward to receiving your bids and thank you for your interest in this project.

Signature:

Name: **Jannet Tayebwa**

Position of Authorised Official: Procurement Manager

STATEMENT OF REQUIREMENTS

Procurement Reference Number: RHSP/SPLS/21/002

NO	ITEM	QUANTITY
1	High security Padlocks	122
2	Bows and Arrows	122
3	Torches with cells	272

Note:

- 1. Bidders Shall propose different options of the items.
- 2. Evaluation shall also be based on the sample provided

Table of Forms

- i. Suppliers Bid Form
- ii. Price Schedule Form
- iii. Performance Security Form (Bank Guarantee)
- iv. Vendor Information Sheet (VIS)
- v. Supplier Code of Conduct



BID FORM

Date :	
]]	The Chairperson Bids Evaluation and Award Committee (BEAC) RHSP [insert Mission address]
We, the	undersigned, declare that;
compan conform	examined the Bidding Document for the <u>[insert project name and IFB No.]</u> , issued on <u>date]</u> , the receipt of which is hereby duly acknowledge, I, representing <u>[insert name of y]</u> offer to complete the <u>[name of Contract and brief description of Services]</u> in hity with the Bidding Document for the total fixed lump sum price of <u>[insert total bid in words and figures and currency]</u> .
	ake, if my Bid is accepted, to provide services in accordance with the Price Schedule ations set out in the Bidding Document.
•	id is accepted, I will obtain the guarantee of a bank in a sum equivalent to 5 millions for the due performance of the Contract, in the form prescribed by RHSP per lot.
I agree to closing	to abide by this Bid for the Bid Validity Period for 60 days from the time of bid
	Formal contract is prepared and executed, the Bid, together with your written acceptance and the Notice of Award, shall constitute a binding agreement between us.
I hereby	y certify that the Bid complies with the requirements stipulated in the Bidding ent.
Dated th	nisday of
[signatu	[in the capacity of]
Duly au	thorized to sign Bid for and on behalf of [name of company]

PRICE SCHEDULE

Item Lot.	Description of Goods	Unit	QTY	Unit Price (UGX)	Amount	Grand Total Price (UGX)

Name of Bidder:	
Signature of Bidder:	
Date:	

Note:

- 3. Bidders Shall propose different options of the items.
- 4. Evaluation shall also be based on the sample provided

PERFORMANCE SECURITY (Bank Guarantee)

To: [name and address of Employer]

WHEREAS [name and address of Supplier] (hereinafter called "the Supplier/ Vendor") has undertaken, in pursuance of Contract No. [number] dated [date] to execute [name of Contract and brief description of Services] (hereinafter called "the Contract");

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Supplier such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Supplier, up to a total of [amount of Guarantee] [amount in words], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of [amount of Guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Goods to be performed thereunder or of any of the Contract documents which may be made between you and the Supplier shall in any way release us from any liability under this Guarantee, and we hereby waive notice of any such change, addition, or modification.

This Guarantee shall be valid until a date 28 days from the date of issue of the Certificate of Completion.

Signature and seal o	the Guarantor	
Name of Bank		
Address		
Date		

ADVANCE PAYMENT SECURITY (Bank Guarantee)

To: [name and address of RHSP]
Contract: [name of Contract]

Gentlemen:

We have been informed that <u>[name of Supplier]</u> (hereinafter called "the Supplier") has entered into Contract No. <u>[reference number of the contract]</u> dated <u>[insert date]</u> with you, for the supply of <u>[brief description of goods & related services]</u> (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum of <u>[amount in figures & in words]</u> is to be made against an advance payment guarantee

At the request of the Supplier, we [name of Bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of [amount in figures and in words] upon receipt by us of your first demand in writing accompanied by a written statement stating that the Supplier are in breach of their obligation under the Contract because the Supplier have used the advance payment for purposes other than toward providing the required Services under the Contract.

We further agree that no change or addition to or other modification of the terms of the Contract or of Services to be supplied thereunder or of any of the Contract documents which may be made between [name of RHSP] and the Supplier, shall in any way release us from any liability under this Guarantee, and we hereby waive notice of any such change, addition, or modification.

This Guarantee shall remain valid and in full effect from the date of the advance payment under the Contract until *[name of RHSP Mission]* receives full repayment of the same amount from the Supplier.

Yours truly,
Signature and seal:
Name of Bank/Financial Institution:
Address:
Date:

¹ The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to RHSP.

VENDOR INFORMATION SHEET (VIS)

Name of the Company			
Address	Leased	Owned	Area:sqm
House No Street Name Postal Code City Region Country			
Fax No.	dress ss		
Location of the compa	nny		
Nature of business			
Corporation	Partnership		
Business License No.:	Place/Da	te Issued:	Expiry Date
No. of Personnel Complete Products &		Contractu	nal/Casual
Payment Details			
Payment Method	Cash Chec	k Bank Tran	sfer Others
Currency	Loc. Currency	USD	
Terms of Payment	30 days	15 days 7 da	ays upon receipt of invoice
Advance Payment Bank Details:	Yes	No % o	of the Total PO/Contract
Bank Name			
Bank Account			
Bank Account	No		
Swift Code			

Key Personnel & Contacts (Authorized to sign and accept PO/Contracts & other commercial documents) Title/Position Signature Name Companies with whom you have been dealing for the past two years with approximate value in US Dollars: Company Name **Business Value** Contact Person/Tel. No. Trade Reference Contact Person Contact Number Company Banking Reference Bank Contact Person Contact Number

RHSP SUPPLIER ETHICAL CODE OF CONDUCT

This code applies to all RHSP suppliers (defined as a person or company or Organization supplying a product or service to RHSP) and applies to all products and services that RHSP purchases. The supplier is expected to comply with the standards set out in the code of conduct.

i. COMPLIANCE WITH LAWS AND REGULATIONS

The supplier shall adhere to all applicable laws and regulations in which the operate. This includes legal environment requirements like tax laws, labor laws, trade laws, among others. In addition, RHSP encourages its suppliers to strive to comply with international and industry standards and best practices.

ii. BRIBERY AND CORRUPTION

Corruption, extortion, and embezzlement in any form are strictly prohibited. Bribes or other means of obtaining undue or improper advantage are not to be offered or accepted. In no circumstances shall the supplier offer bribes or facilitation payments or grant any advantage, whether directly or indirectly, or entertainment to RHSP officials with the aim of influencing it's decision or encourage the supplier to secure an improper advantage of RHSP.

Violations of these principles will result into termination of business relations with RHSP.

iii. CONFLICTS OF INTEREST

The supplier shall avoid all conflicts of interest in dealing with RHSP. Any conflict of interest in any business dealings with RHSP, of which the Supplier is aware should be declared to RHSP to allow an opportunity for appropriate action. Relationships that constitute Conflict of interest include, relative such as sibling, parent, child, spouse working with RHSP and any other party that is offered any payment or personal advantage in exchange of conducting business with RHSP.

iv. SAFEGUARDING RHSP ASSETS, INFORMATION AND INTELLECTUAL PROPERTY

The supplier has a duty to safeguard and make appropriate use of RHSP Assets and funds under its control. Suppliers are not permitted to use RHSP resources for any other purpose other than supplying goods or services to RHSP. Any information provided by RHSP shall be used only for it's intended and designated purpose.

v. ETHICAL BUSINESS CONDUCT

The supplier shall conduct its business using competitive and fair market prices. It must not engage in any understanding or agreements with competitors with the effect of biasing or improperly influencing the markets in which it operates.

vi. CONTINOUS IMPROVEMENT AND MONITORING

Reaching standards established in this code is a dynamic process and RHSP encourages Suppliers to continuously improve their operations. RHSP will continuously monitor suppliers' compliance with the standards set out in this code of conduct by asking suppliers to provide relevant information and through audits by third parties and visits by RHSP personnel.

vii. REPORTING

If for any reason, suppliers have concerns about possible violations of this code of integrity by any RHSP representative, they can raise the matter with the Director Finance and Administration RHSP.

DECLARATION

I hereby confirm that I have read and understood the terms and conditions of RHSP Supplier Code of Conduct and agree to respect it and be compliant with it.

Company/Organization name:	 	
Representative Name:	 	
Representative Signature:	 	
Title:	 	
Date:		
Stamp:	 	