



Tender Specifications

Public contract for the supply and delivery of library resources to the 3 health training institutions

Negotiated Procedure without Prior Publication

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## **DEROGATIONS FROM THE GENERAL IMPLEMENTING RULES**

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

# 1 Technical Specifications

## Requirements for the goods

### Technical requirements

The contractor shall be responsible for sourcing, and delivering hard copy books and eResources in approved sums to the 3 Health Training Institutions factoring in the following aspects:

### Background information

The Government of Uganda (GoU) has received a grant from the Kingdom of Belgium to finance a project that will transform education and training for an improved healthcare workforce with a global objective of ensuring “The right to safe and quality education and health care is more transparently ensured, in particular for vulnerable groups including children, girls and women, and refugees” in the Health Training Institutions of Fort Portal College of Health Sciences, Hoima School of Nursing and Midwifery, and Jinja School of Nursing and Midwifery – UGA2201011” (hereafter referred to as the WeTrain4Health – WT4H Project.

The Ministry of Education and Sports (MoES) – Health Education and Training (HET) Department and Enabel, the Belgian development agency, jointly execute the project. This project aims to transform education and training for health by:

1. Action 1: Improving the teaching skills of the pedagogic personnel;
2. Action 2: Improving the institutional management;
3. Action3: Improve the learning environment (infrastructure, equipment, maintenance, and asset management)

Under Action 1, the project shall support the 3 health training institutions with library material for teaching and learning.

### General objective

The objective is to provide sufficient hard copy books and e-resources for the 3 health training institutions.

### Location of the nursing schools

S/N	Locations
1.	Fort Portal College of Health Sciences
2.	Hoima School of Nursing and Midwifery
3.	Jinja School of Nursing and Midwifery

**Tasks**

The contractor shall supply and deliver library resources to the 3 Health Training Institutions as per the specifications below. Exceptionally, if duly motivated by the demonstrated unavailability within the specified time frame, the Contractor may provide as equivalent:

- A second-hand book, provided it is in excellent condition;
- A paper back instead of a hard cover, with due respect for intellectual property rights.
- A book from the same Author(s), with the same title, but with a different publisher, edition and/or year.
- A book in digital format (audio book or e-book/kindle version)

**Specifications**

FORT PORTAL COLLEGE OF HEALTH SCIENCES						
	Title	Author(s)	ISBN	Year	Publisher	QTY
<b>Anatomy I&amp;2</b>	Principles of Anatomy and Physiology, 16th ed.	Gerard J. Tortora and Bryan H. Derrickson	9781119662792	2020	Wiley	1
	Clinically Oriented Anatomy, 9th IE	Moore	9781975209551	2023	Wolters kluwer	2
	Moore's Essential Clinical Anatomy, International Edition	Agur	9781975215125	2023	Wolters kluwer	2
	Photographic Atlas of Anatomy 9E International	Rohen	9781975151560	2021	Wolters kluwer	1
<b>Physiology 1&amp;2</b>	Medical Physiology Principles for Clinical Medicine, Sixth edition	Rodney A. Rhoades and David R. Bell	9781975160432	2022	Wolters kluwer	1
	Guyton and Hall Textbook of Medical Physiology	John E. Hall	978-323639996	2021	Elsevier	1

	Ross & Wilson Anatomy and Physiology in Health and Illness	Anne Waugh	9780323834605	2022	Elsevier	1
	Lippincott® Illustrated Reviews: Physiology Third edition, International Edition	Robin R. Preston and Thad E. Wilson	9781975196660	2024	Wolters Kluwer	1
<b>Biochemistry 1&amp;2</b>	Lippincott Illustrated Reviews: Biochemistry Eighth edition, International Edition Lippincott Illustrated Reviews Series	Emine E. Abali, Susan D. Cline, David S. Franklin and Susan M. Viselli	9781975155117	2021	Wolters kluwer	1
	Harper's Biochemistry	Peter J. Kennelly	9781264795673	2022	McGraw Hill	1
	Marks' Essentials of Medical Biochemistry A Clinical Approach, Second edition	Michael A. Lieberman	9781975174712	2022	Wolters kluwer	1
<b>Medical Psychology I &amp; 2</b>	Introduction to Psychology for Health Carers, 2nd Edition	Julia Russell, Craig Roberts	9781408082874	2014	Cengage Learning	1
	Health Psychology in Clinical Practice	Mark Forshaw	9780367637316	2021	Routledge	1
	Introduction to Health Psychology	Val Morrison	9781292262901	2022	Pearson	1
	Atkinson and Hilgard's Introduction to Psychology, 16th Edition	Susan Nolen-Hoeksema, Barbara L. Fredrickson, Geoffrey R. Loftus, Christel Lutz	9781408044100	2014	Cengage Learning	1
	Psychology, 11th Edition	Wayne Weiten	9780357374825	2021	Cengage Learning	1
	Introduction to Psychology, 12th Edition	James W. Kalat	9780357372722	2022	Cengage Learning	1

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	Health Psychology, 10th Edition	Linda Brannon, John A.	9780357375006	2022	Cengage Learning	1
	Health Psychology: The Basics	Erica Cook	9781138213692	2020	Routledge	2
<b>Principles of Nursing I&amp;2</b>	Timby's Fundamental Nursing Skills and Concepts, International Edition	Loretta Donnelly-Moreno	9781975161262	2021	Wolters kluwer	1
	Lippincott Manual Of Nursing Practice, 11e International Edition	Nettina S.M	9781975106423	2019	Wolters kluwer	1
	Textbook of Basic Nursing, Twelfth edition, International Edition	Rosdahl	9781975172831	2021	Wolters kluwer	1
	Fundamentals of Nursing: The Art and Science of Person-Centered Care 9th ed	Taylor	9781975184889	2022	Wolters kluwer	1
	Taylor's Clinical Nursing Skills, 5e International Edition	Lynn - IE	9781496399786	2019	Wolters kluwer	1
	Fundamentals of Nursing: Concepts and Competencies for Practice	Ruth Craven, Constance Himle & Christine Henshaw	9781975156978	2020	Wolters kluwer	1
<b>English and Scientific writing</b>	Scientific Writing = Thinking in Words	Lindsay, David	9781486311477	01-May-20	CSIRO Publishing	1
	The Scientist's Guide to Writing, 2nd Edition	Heard, Stephen B.	9780691219189	08-Feb-22	Princeton University Press	1

	A Guide to Writing Scientific Papers in English: Second Edition	Dr Brian Eyden	9798590974399	2021	Independently published	1
	Grammar and Writing Skills for the Health Professional, 3rd Edition	Doreen Oberg, Villemaire Lorraine	9781305945425	2018	Cengage Learning	1
<b>Community Health 1, 2, and 3</b>	Community Public Health in Policy and Practice	Cowley, Sarah	9780702079443	17-Aug-20	Elsevier Health Sciences	1
	The Community Cure	Maskell, James	9781544506661	14-Jan-20	Lioncrest Publishing	1
	The Essentials of Community Medicine	K S, Aviraj	9781636409733	28-Aug-23	White Falcon Publishing	1
	Setting up Community Health and Development Programmes in Low and Middle Income Settings	Lankester, Ted	9780198806653	28-Mar-19	Oxford University Press	1
	Creating Community Health	Lennane, Simon	9781032140971	05-May-23	Routledge	1
	Evaluating Public and Community Health Programs	Harris, Muriel J.	9781119151050	23-Dec-16	Jossey-Bass Inc.,U.S.	1
	Narrative Medicine and Community-Based Health Care and Planning	Murphy, John W	9783319871783	09-Sep-18	Springer International Publishing AG	1
<b>Pathology &amp;2</b>	Principles of Rubin's Pathology	Rubin, Emanuel	9781496350329	03-Nov-18	Lippincott Williams and Wilkins	1
	Atlas of Forensic Pathology: A Pattern Based Approach	Kemp, Walter L.	9781975222505	13-Jan-24	Wolters Kluwer Health	1

	Robbins & Kumar Basic Pathology	Kumar, Vinay	9780323790185	15-Dec-22	Elsevier - Health Sciences Division	1
	Porth's Essentials of Pathophysiology	Norris, Tommie L.	9781975107239	05-Nov-19	Wolters Kluwer Health	1
	Wheater's Pathology: A Text, Atlas and Review of Histopathology	O'Dowd, Geraldine	9780702075599	09-May-19	Churchill Livingstone	1
	Muir's Textbook of Pathology	Herrington, C Simon	9780367146719	01-Apr-20	CRC Press	1
	BRS Pathology	Gupta, Mary Elizabeth Peyton	9781975136666	22-Apr-20	Wolters Kluwer Health	1
	Rubin's Pathology	Strayer, Dr. David S.	9781975141028	30-Oct-19	Wolters Kluwer Health	1
<b>Microbiology 1&amp;2</b>	Lippincott's Illustrated Reviews: Microbiology, 4e (International Edition)	Harvey	9781975118310	2019	Wolters kluwer	1
	Medical Microbiology	Barer, Michael R.	9780702072000	15-Mar-18	Elsevier Health Sciences	1
	Murray's Basic Medical Microbiology	Murray, Patrick R.	9780323878104	05-Apr-23	Elsevier - Health Sciences Division	1
	Schaechter's Mechanisms of Microbial Disease Sixth edition, International Edition	N. Cary Engleberg, Michael Imperiale and Victor DiRita	9781975165765	2021	Wolters kluwer	1
	Prescott's Microbiology ISE	Willey, Joanne	9781265123031	19-Apr-22	McGraw-Hill Education	1
	Microbiology, International Adaptation	Wessner, Dave	9781119701767	17-Feb-22	John Wiley & Sons Inc	1

<b>Pharmacology and Therapeutics I&amp;2</b>	Basic and Clinical Pharmacology.	Bertram G. Katzung	9781265980573	2023	McGraw Hill / Medical	1
	BRS Pharmacology	Lerchenfeldt, Sarah	9781975105495	20-Aug-19	Wolters Kluwer Health	1
	Principles of Pharmacology	Golan, David E.	9781496320575	01-Apr-16	Lippincott Williams and Wilkins	1
	Pharmacology Made Incredibly Easy	Lippincott Williams & Wilkins	9781975177584	19-May-22	Wolters Kluwer Health	1
	Pharmacotherapeutics for Advanced Practice	Arcangelo, Virginia Poole	9781975173715	12-Oct-21	Wolters Kluwer Health	1
	Introductory Clinical Pharmacology	Ford, Susan M	9781975172824	24-Nov-21	Wolters Kluwer Health	1
	Essentials of Pharmacology for Health Professions	Colbert, Bruce	9780357618301	25-Mar-22	Delmar Cengage Learning	1
	Rang and Dale's Pharmacology	James M. Ritter	9780323873963	24-May-23	Elsevier - Health Sciences Division	1
	Clinical Pharmacology and Therapeutics	McKay, Gerard A.	9781119599951	28-Jan-21	Wiley-Blackwell	1
<b>Psychiatry I&amp;2</b>	Kaplan & Sadock's Concise Textbook of Clinical Psychiatry	Boland, Robert	9781975168995	22-Mar-22	Wolters kluwer	1
	Developmental Psychopathology	Volkmar, Fred R.	9781975167486	28-Oct-21	Wolters kluwer	1
	Kaplan and Sadock's Pocket Handbook of Psychiatric Drug Treatment	Ahmad, Samoon	9781975212971	03-Jun-23	Wolters kluwer	1

	A Guide to Psychiatric Examination	Aquilina, Carmelo	9780729543972	06-Jul-21	Elsevier Australia	1
	New Oxford Textbook of Psychiatry	Geddes, John R.	9780198713005	09-Apr-20	Oxford University Press	1
	The Psychiatric Interview	CARLAT, DANIEL J.	9781975149642	20-Jun-23	Wolters kluwer	1
	Psychiatry	McKnight, Rebecca	9780198754008	15-May-19	Oxford University Press	1
<b>Health Service Management</b>	Ethics of Health Care	Edge, Raymond	9781285854182	01-Jan-17	Delmar Cengage Learning	1
	Health Services Management	McAlhaney, Ann Scheck	9781640553590	31-Oct-23	Health Administration Press	1
	Effective Leadership in Health and Social Care	Salt, K	9781803880693	07-Nov-22	Pavilion Publishing (Brighton) Ltd	1
	Mentorship and Clinical Supervision Skills in Health Care	Wigens, Lynne	9781408075067	22-Apr-13	Cengage Learning EMEA	1
	Leadership and Management in Healthcare	Gopee, Neil	9781473965027	10-Apr-17	Sage Publications Ltd	1
<b>Medicine 1&amp;2</b>	100 Diagnostic Dilemmas in Clinical Medicine	Layne, Kerry	9781032377377	05-Dec-23	CRC Press	1
	250 Cases in Clinical Medicine	Kasfiki, Eirini V.	9780323937863	20-Jun-23	Elsevier - Health Sciences Division	1
	Kumar & Clark's Cases in Clinical Medicine	Kumar, Parveen	9780702077326	09-Oct-20	Elsevier Health Sciences	1

	Kumar and Clark's Clinical Medicine, International Edition	Feather, Adam	9780702078699	29-Jun-20	Elsevier Health Sciences	1
	Advanced Studies in Experimental and Clinical Medicine	Luke, P. Mereena	9781774637708	01-Oct-22	Apple Academic Press Inc.	1
	Bronchoalveolar Lavage in Basic Research and Clinical Medicine	Schildgen, Oliver	9780367705428	06-Dec-23	CRC Press	1
<b>Surgery I&amp;2</b>	Fischer's Mastery of Surgery	Ellison, E. Christopher	9781975176433	08-Nov-23	Wolters Kluwer Health	1
	Mulholland & Greenfield's Surgery	Dimick, Justin B.	9781975143169	07-Jul-21	Wolters Kluwer Health	1
	Essentials of General Surgery and Surgical Specialties	Lawrence, Dr. Peter F	9781975106652	07-Dec-18	Wolters Kluwer Health	1
	Clinical Scenarios in Surgery	Dimick, Justin B.	9781496349071	11-Oct-18	Lippincott Williams and Wilkins	1
	Bailey & Love's Short Practice of Surgery - 28th Edition	O'Connell, P. Ronan	9780367548117	30-Mar-23	CRC Press	1
	Principles and Practice of Surgery	Garden, O. James	9780702082511	01-Apr-22	Elsevier Health Sciences	1
<b>PEDIATRICS 1&amp;2</b>	Pediatrics Practical Essentials	S, Anupama	9788131261521	10-Nov-22	Elsevier India	1
	Nelson Essentials of Pediatrics	Marcdante, Karen	9780323775632	28-Apr-22	Elsevier - Health Sciences Division	1

	Paediatric Nursing A Case-Based Approach, Second edition, 1st Edition	Gannon Tagher	9781975149956	2020	Wolters Kluwer	1
	Theresa Kyle & Susan Carman		9781451192414	2016	Wolters kluwer	1
	Paediatric Nursing Made Incredibly Easy 3e	Meadows-Oliver	9781975124830	2020	Wolters kluwer	1
	Netter's Pediatrics	Tenney Soeiro, Rebecca	9780323796088	08-Jul-22	Elsevier - Health Sciences Division	1
	Illustrated Textbook of Paediatrics	Lissauer, Tom	9780702081804	05-Jul-21	Elsevier Health Sciences	1
	Essentials of Pediatric Nursing, 4	Kyle	9781975154455	2021	Wolters kluwer	1
<b>Research and Bio statistics</b>	Demystifying Research for Medical and Healthcare Students	Anderson, John L.	9781119701378	23-Jun-22	Wiley-Blackwell	1
	Designing Clinical Research	Browner, Warren S	9781975174408	19-May-22	Wolters Kluwer Health	1
	Munro's Statistical Methods for Health Care Research	Kellar, Stacey Plichta	9781451187946	14-Sep-12	Lippincott Williams and Wilkins	1
	Understanding Research for Evidence-Based Practice	Rebar, Cherie R.	9781451191073	09-Oct-14	Lippincott Williams and Wilkins	1
	A Textbook of Research Methodology and Biostatistics for Pharmacy Students	K P. R Chowdary	9789389354560	Mar-21	PharmaMed Press	1
	Contemporary Research Methods in Pharmacy and Health Services	Desselle,Shane P.	9780323918886	May 10, 2022	Elsevier Science	1

<b>Pharmaceutical analysis and pharmaceutical chemistry</b>	Textbook of Pharmaceutical Drug Analysis	M.Z. Ahmad	9788123916750	2018	CBS Publishers & Distributors	1
	Pharmaceutical Analysis: A Textbook for Pharmacy Students and Pharmaceutical Chemists 5th Edition	David G. Watson	9780702078088	2020	Elsevier;	1
	Introduction to Pharmaceutical Analytical Chemistry 2nd Edition	Stig Pedersen-Bjergaard	9781119362722	2019	Wily	1
	Essentials of Pharmaceutical Biochemistry Including Practical Exercises 2nd Edition	H. Lal	9789386478580	2019	CBS Publishers & Distributors Pvt Ltd	1
	Foye's Principles of Medicinal Chemistry, Eighth Edition	Victoria F & Roche	9781975139032	2019	LWW	1
	Essentials of Inorganic Chemistry: For Students of Pharmacy, Pharmaceutical Sciences and Medicinal Chemistry 1st Edition	Katja A. Strohfeltd	9780470665589	2015	Wiley	1
	Chemistry Made Easy: An Illustrated Study Guide for Students to Easily Learn Chemistry	NEDU	9781952914058	2021	NEDU LLC	1
	An Introduction to Medicinal Chemistry, Seventh Edition,	Graham L. Patrick	9780198866664	2023	Oxford University Press	1



<b>Pharmaceutics</b>	Aulton's Pharmaceutics: The Design and Manufacture of Medicines 6th Edition	Kevin Taylor and Michael Aulton	9780702081545	2021	Elsevier	1
	Pharmaceutical Dispensing and Compounding	Dr Willbror Kalala	9781984588524	2020	Xlibris Us	1
	Handbook of Extemporaneous Preparation: A Guide to Pharmaceutical Compounding Illustrated Edition	Jackson Mark Ed	9780853699019		Pharmaceutical Press	1
	Martin's Physical Pharmacy and Pharmaceutical Sciences, 8th Edition	Patrick J. Sinko	9781975174859	2023	Wolters Kluwer	1
<b>Pharmaceutic al calculations</b>	Pharmaceutical Calculations 5th Edition	Maria Glauca Teixeira, Joel L. Zatz	9781118978511	2017	Wiley	1
	Pharmaceutical Calculations	William Morgan	9798410512459	2022	Independently published	1
	Henke's Med-Math: Dosage Calculation, Preparation & Administration 10e	BUCHHOLZ	9781975200213	2024	Workers	1
	Stoklosa and Ansel's Pharmaceutical Calculations Sixteenth, North American Edition	Shelly J Stockton PhD RPh	9781975129316	2021	Lippincott Williams & Wilkins	1
<b>Pharmacy practice</b>	Pharmacy Practice for Technicians	BALLINGTON ANDERSON	9780763867959	2016	Kendall Hunt Publishing	1

<b>Pharmacognosy</b>	Communication Skills in Pharmacy Practice 7th Edition	Robert Beardsley	9781975105419	2019	Wolters Kluwer Health	1
	Mosby's Pharmacy Technician: Principles and Practice, 6th Edition	Karen Davis, Anthony Guerra	9780323734073	2021	Elsevier	1
	The Pharmacy Technician, 7e	Perspective Press	9781640431386	2020	Morton Publishing	1
	British National Formulary (BNF) 2024					1
	Fundamentals of Pharmacognosy and Phytotherapy 4th Edition	Micheal Heinrich	9780323834346	2023	Elsevier	1
	Textbook of pharmacognosy and phytochemistry 2ed	B. Shah & A. N Kalia	9789386217738	2019	CBS Publishers & Distributors	1
	Text-Book of Botany and Pharmacognosy	Henry Kraemer	9781019609637	2023	Legare Street Press	1
	Trease and Evans' Pharmacognosy (Evans, Trease and Evans Pharmacognosy) 16th Edition	William Charles Evans	9780702029332	2009	Saunders Ltd	1
	Pharmacognosy and Phytochemistry: A Companion Handbook 2nd ed	SHARADA L. DEORE	9789387593206	2018	PHARMA MED PRESS	1
<b>Anaesthesia</b>	Pharmacology and Physiology for Anesthesia: Foundations and Clinical Application, 2nd edition	Hemmings & Egan	9780323481106	2018	Elsevier	1

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Oxford Handbook of Anesthesia (Oxford Medical Handbooks), 5th edition	Iain H Wilson, Keith G Allman, et al.	9780198853060	2022	Oxford University Press	1
Obstetric Anesthesia: Quick References & Practical Guides, 1st edition	Philip E. Hess , Yunping Li, et al.	9781264671465	2023	McGraw Hill / Medical	1
A Practical Approach to Obstetric Anesthesia	Dr. Brenda A. Bucklin MD, Curtis L. Baysinger MD, et al.	9781469882864	2016	LWW	1
Smith and Aitkenhead's Textbook of Anesthesia, 7th edition	Smith and Aitkenhead's	9780702075001	2019	Elsevier; 7th edition (18 May 2019)	1
Anatomy for Anesthetists, 9th edition	H. Ellis, S. Feldman & W. Harrop-Griffiths	9781118375983	2013	Wiley-Blackwell	1
Basics In Physics And Measurement in Anesthesia, 5th edition	Paul D. Davis, Gavin N. C. Kenn	9780750648288	2003	Butterworth-Heinemann	1
Oxford Handbook of Anaesthesia (Oxford Medical Handbooks)	Iain H Wilson, Keith G Allman, et al.	9780198853060	2022	Oxford University Press	1
Essentials of Anesthetic Equipment 6th Edition	Baha Al-Shaikh FRCA, Simon G. Stacey FRCA FFICM	9780323848459	2023	Churchill Livingstone	1
Basic Physics & Measurement in Anesthesia 5th Edition	P.D. Davis (Author), Paul D. Davis BSc DipAdvStSc	978-0750648288	2003	Butterworth-Heinemann	1

	Brown's Atlas of Regional Anesthesia 6th Edition	Ehab Farag MD FRCA FASA (Author), Loran Mounir-Soliman MD (Author)	978-0323654357	2020	Elsevier	1
	Irwin & Rippe's Manual of Intensive Care Medicine Sixth Edition	Richard S. Irwin MD (Author), Craig M. Lilly MD (Author), James M. Rippe MD (Author)	9781451185003	2013	LWW	1
	Handbook of Clinical Anaesthesia, 5th Edition	Brian Pollard (Editor), Gareth Kitchen (Editor)	9780198853053	2022	OUP Oxford; 5th edition (7 Mar. 2022)	1
	Ganong's Review of Medical Physiology, Twenty Sixth Edition	Kim Barrett, Susan Barman, et al.	9781260566666	2019	McGraw Hill / Medical	1
	PRIMARY ANAESTHESIA. Paperback – January 1, 1990	Maurice H (edit). Kng (Author)	978-0192615923	1990	Oxford University	1
	LWW - Pocket Anaesthesia (Pocket Notebook) Fourth Edition	Richard D. Urman MD (Author), Jesse M. Ehrenfeld MD (Author)	9781975136796	2020	LWW	1

HOIMA SCHOOL OF NURSING AND MIDWIFERY						
	TITLE	AUTHOR	YEAR	ISBN	PUBLISHER	QTY
ICT	Illustrated Microsoft®Office 365 & Office 2019 Introductory	David Beskeen		9780357025673	Cengage	2
	Discovering Computers ©2018: Digital Technology, Data, and Devices, 1st Edition	Misty E. Vermaat, Susan L.	2018	9781337285100	Cengage	2
	Essentials In Computer for nurses	J Selvakaran 2nd ed		9788184483413	Jaypee	2
FOUNDATIONS OF NURSING	Nursing and Midwifery procedure manual 3rd Edition	UCMB	2022		Innovations and Publishers Ltd. Uganda	2
	Fundamentals of Nursing: Concepts and Competencies for Practice	Ruth Craven, Constance Himle & Christine Henshaw	2020	9781975156978	Wolters kluwer	2
	Lippincott Manual Of Nursing Practice, 11e International Edition	Nettina S.M	2019	9781975106423	Wolters kluwer	2
	Timby's Fundamental Nursing Skills and Concepts, International Edition	Loretta Donnelly-Moreno	2021	9781975161262	Wolters kluwer	2
	Skill Checklists for Fundamentals of Nursing The Art and Science of Person-Centered Care10e	Taylor	2023	9781975168193	Wolters kluwer	2
	Taylor's Clinical Nursing Skills, 5e International Edition	Lynn - IE	2019	9781496399786	Wolters kluwer	2

	Nursing Health Assessment Third edition, International Edition	JENSEN	2023	9781975176907	Wolters Kluwer	2
	Skill Checklists for Taylor's Clinical Nursing Skills 6e	Lynn	2023	9781975168681	LWW	2
	Nursing Diagnosis Reference Manual 12e	PHELPS	2023	9781975198954	LWW	2
	Short Course in Medical Terminology: Engage, Learn, Apply, Reflect	by Judi L. Nath	2023	978-1284272680	Jones and Bartlett Publishers, Inc; 5th edition (6 April 2023)	2
	Fundamentals of Nursing: The Art and Science of Person-Centered Care 9th ed	Taylor	2022	9781975184889	Wolters kluwer	2
	Taylor's Clinical Nursing Skills, 6e International Edition	Lynn - IE	2023	9781975169312	Wolters kluwer	2
<b>FIRST AID AND EMERGINCIAS</b>	St Andrews and St John's Ambulance, First Aid Manual	St John's Ambulance	2002		Dk Publishers	1
	First Aid for Nurses 2nd Edition	Karesh	2022	9.78935E+12	jaypee Brothers 2012	1
	First Aid for Nurses. 2nd Edition.	Prasad, K	2022	9789354658877	Japee Brothers	1
<b>COMMUNITY HEALTH</b>	Principles and practice of community medicine, 1st edition,	Rahim,A.	2017	9789352700349	Japee Brothers	2
	Essentials in Community Health Nursing Practice	Kamalam, S	2022	9789385891762	Japee Brothers	2
	Introduction to Community Based Nursing	Hunt	2013	9781609136864	Wolters kluwer	1

Tender Specifications reference number: 220010-10008

<b>NURSING ASSESSMENT /PROCESS</b>	Community & Public Health Nursing, Evidence For Practice 3e International Edition	Rosanna DeMarco and Judith Healey-Walsh	2023	9781975196554	Wolters kluwer	1
	Nursing Diagnosis Reference Manual 12e	PHELPS	2022	9781975198954	Wolters kluwer	2
	Bates' Guide to Physical Examination and History Taking, 13ED	Lynn Bickley	Sep-20	9781975221379	Wolters kluwer	2
	Nursing Health Assessment, A Clinical Judgment Approach, Fourth edition, International Edition	Sharon Jensen	2022	9781975176907	Wolters kluwer	2
<b>MICROBIOLOGY</b>	Burton's Microbiology for the Health Sciences, Enhanced Edition 11 th. Edition	Paul G. Engelkirk; Janet Duben-Engelkirk; Robert C. Fader	2019	9781284209952	J&B	1
	Lippincott's Illustrated Reviews: Microbiology, 4e (International Edition)	Harvey	2019	9781975118310	Wolters kluwer	1
	Precise Medical Microbiology for Nurses and Allied Health Professionals	C.Muyinda, N.	2019	9789970938513	Muyinda N	1
<b>PHARMACOLOGY</b>	Trounce's Clinical Pharmacology for Nurses	Clive P. Page	2021	9780702067051	Elsevier	1
	Focus on Nursing Pharmacology, International Edition 8e	Karch IE	2023	9781975180430	Wolters kluwer	1
	Roach's Introductory Clinical Pharmacology, 11e International Edition	Ford - IE	2021	9781975172824	Wolters kluwer	1

Tender Specifications reference number: 220010-10008

	Nursing2024 Drug Handbook, International Edition 44e	Lippincott Williams & Wilkins	2024	9781975198589	Wolters kluwer	1
<b>SURGICAL/MEDICINE</b>	Brunner & Suddarth's Textbook of Medical-Surgical Nursing, International Edition 15e	Hinkle	2022	9781975170646	Wolters kluwer	1
	Introductory Medical-Surgical Nursing, 12e	Loretta A Donnelly-Moreno and Brigitte Moseley	2021	9781975172268	Wolters kluwer	1
	Medical-Surgical Nursing	Linda Honan	2021	9781975190958	Wolters kluwer	2
	Clinical Handbook For Brunner & Suddarth's Textbook Of Medical-Surgical Nursing, 14e International Edition	Hinkle - IE	2018	9781496395917	Wolters kluwer	2
	Essentials of General Surgery and Surgical Specialties, International Edition 6e 2018	Lawrence	2018	9781975106652	Wolters kluwer	1
	Obstetrics and gynaecology 9th edition	Charles Beckmann	2024	9781975180645	Wolters kluwer	1
<b>OBSTETRIC &amp; GYNACOLOGY</b>	DC Dutta's Textbook of Obstetrics with DVD-ROM 9/e	Konar	2016	9789351523697	Japee	1
	Gynaecology by Ten Teachers, 20th Edition	Louise Kenny	2017	9781498744249	CRC Press	1
	Crash course, Obstetric and Gyanaecology-	Parrisaai M: Archana Shailendra, Ruma Dutta	2008	9780702073472	Elsevier	1



	The Johns Hopkins Manual of Gynaecology and Obstetrics	Chou, Betty	10-Jun-20	9781975140205	wolters kluwer	1
<b>LEADERSHIP AND MANAGEMENT</b>	Leadership Roles And Management Functions In Nursing: Theory & Application, 11th ed International Edition	Bessie Marquis & Carol Huston	2023	9781975193072	Wolters kluwer	1
	Richard, L.D. (2015) The leadership Experience Edition,7th South-Western College	Richard, L.D.	2022	9780357716304	Cengage	1
<b>MATERNAL HEALTH</b>	Cloherty and Stark's Manual of Neonatal Care Ninth edition	by Anne R. Hansen, Ann R. Stark, Eric C. Eichenwald and Camilia R. Martin	2022	978-1975159528	Wolters Kluwer	1
<b>MENTAL HEALTH</b>	Psychiatric and Mental Health Nursing: The craft of caring	Townsend, M.C.	2017	978-1482221954	Routledge; 3rd edition (7 Mar. 2017)	2
	New Oxford Textbook of Psychiatry	Geddes, John R.	09-Apr-20	9780198713005	Oxford University Press	1
	Essentials of Psychiatric Nursing, International Edition	Boyd	2023	9781975185152	Wolters kluwer	2
	Introductory Mental Health Nursing, International Edition 5e	Kincheloe	2024	9781975211257	Wolters kluwer	2
	Psychiatric Nursing made incredibly easy:2020	Rebar		9781975144340		2
	Psychiatric Nursing Contemporary Practice 7th Edition	Mary Ann Boyd	2021	978195172480	Wolters kluwer	2
<b>PALLIATIVE CARE</b>	A Practical Guide to Palliative Care	Jerry L. Old and Daniel L. Swagerty	2007	9780781763431	Wolters kluwer	1

Tender Specifications reference number: 220010-10008

<b>PEDIATRICS NURSING</b>	Pediatric Nursing A Case-Based Approach, Second edition, 1st Edition	Gannon Tagher	2020	9781975149956	Wolters kluwer	1
	Maternity and Pediatric Nursing, International Edition 4e	SUSAN RICCI, THERESA KYLE and SUSAN CARMAN	2022	9781975161682	Wolters kluwer	1
	Pediatric Nursing Made Incredibly Easy 3e	Meadows-Oliver	2020	9781975124830	Wolters kluwer	2
	Essentials of Pediatric Nursing, 4	Kyle	2021	9781975154455	Wolters kluwer	2
	Introductory Maternity & Pediatric Nursing, International Edition 5e	Hatfield	2022	9781975173821	Wolters kluwer	2
	Wong's Essentials of Paediatric Nursing	Hockenbery	2018	9780323754767	Elsevier	2
<b>NURSING PROCEDURE</b>	Lippincott Nursing Procedures	Lippincott	2022	9781975178598	Wolters kluwer	2
	Introduction to Sociology for Health Carers, 2nd Edition	Mark Walsh, David Tait	2014	9781408075050	cengage	1
	Textbook of Applied Sociology for Nurses	Indran	2023	9789356961098	Japee	1
	Understanding Human Behavior: Guide For Health Care Provider	Honeycutt/Millike n	2018	9781305959880	cengage	1
	Psychology: Concepts & Connections	Spencer A. Rathus	2021	9780357432921	cengage	1

	Applied Psychology for Nurses	Sreevani	2022	9789352701544	Japee	2
<b>RESEARCH</b>	Essentials of Nursing Research,9th International Edition	Polit	2021	9781975141882	Wolters kluwer	1
	Designing Clinical Research	Browner, Warren S	19-May-22	9781975174408	wolters kluwer	1
<b>MIDWIFERY</b>	Mayes' Midwifery, 15th Edition	Macdonald & Johnson	2017	9780702062117	Elsevier	2
	Maternal-Neonatal Facts Made Incredibly Quick	Lippincott Williams & Wilkins	2018	9781496396785	Lippincott Williams	2
	Medical Disorders in Pregnancy: A Manual for Midwives, 2nd	S.Elizabeth Lobson(2013),Wiley Blackwell	2013	9781444337488	Wiley-Blackwell; 2nd edition (11 Jan. 2013)	2
	Anatomy and Physiology for Midwives, 4th Edition	Coad, Pedley & Dunstall	2019	9780702066689	Elsevier	1
	Essentials of Maternity, Newborn, and Women's Health Nursing, 5ed	Ricci - IE	Oct-20	9781975161675	Wolters kluwer	2
	A-Z Midwifery	Fraser & Cooper		9780702075872	Elsevier	2
	Advancing Skills in Midwifery Practice	Marshall & Raynor	2017	9780702030062	Churchill Livingstone	2
	Appraising Research into Childbirth, An Interactive Workbook	Wickham	2006	9780750688499	Books for Midwives	1
	Bailliere's Midwives' Dictionary, 13th Edition	Tiran	2017	9780702069062	Elsevier	2

	Birth Territory and Midwifery Guardianship, Theory for Practice, Education and Research	Fahy, Foureux & Hastie	2008	9780750688703	Books for Midwives	2
	Management of Normal and High-Risk Labour during Childbirth	Gowri Dorairajan	2022	9780367472467	CRC Press	1
	Obstetric Anatomy: Normal and Abnormal Labor by Akmal EL- Mazny (2021), Ingram UK	Akmal El-Mazny	2021	9798527445787	Ingram UK	2
	Maternity, Newborn, and Women's Health Nursing 2e A Case-Based Approach, Second edition, International Edition	Amy O'Meara	2023	9781975209032	Lippincott Williams	2
	Middle Range Theories: Application to Nursing Research and Practice, Fourth edition	Sandra J. Peterson and Timothy S. Bredow	2021	9781975154240	Wolters kluwer	2
	Myles Midwifery Anatomy & Physiology Workbook, 2nd Edition	Rankin	2020	9780702076480	Elsevier	2
	Principles and Practice of Research in Midwifery, 2nd Edition	Cluett & Bluff	2006	9780443101946	Churchill Livingstone	2
	Myles Professional Studies for Midwifery Education and Practice, Concepts and Challenges	Marshall	2019	9780702068607	Elsevier	2
<b>ANATOMY AND PHYSIOLOGY</b>	Ross & Wilson Anatomy and Physiology in Health and Illness 14th ed	Anne Waugh	2022	9780323834612	Elsevier	1
	Clinically Oriented Anatomy, 9th IE	Moore	2023	9781975209551	Wolters kluwer	1

Anatomy & Physiology Made Incredibly Easy! UK Edition	Scott, William N.	2023	9781975209285	Wolters kluwer	1
Memmler's The Human Body in Health and Disease 14th Ed	Barbara Janson Cohen; Kerry L. Hull	2019	9781284217964	j&b	1
Moore's Essential Clinical Anatomy, International Edition 7e	Agur	2024	9781975174309	Wolters kluwer	1
Clinical Anatomy by Regions, International Edition, 10e	Snell	2018	9781496345646	Wolters kluwer	2
Human Physiology, 9th Edition	Lauralee Sherwood	2016	9781285866932	Cengage	1
Lippincott® Illustrated Reviews: Physiology Third edition, International Edition	Robin R. Preston and Thad E. Wilson	2024	9781975196660	Wolters Kluwer	1

JINJA SCHOOL OF NURSING MIDWIFERY						
	TITLE	AUTHOR	YEAR	ISBN	PUBLISHER	QTY
CLINICAL PLACEMENT	Community Health Nursing (2Vol set) with free community health nursing practice workbook	Basavanthapp, B.T and Vasundhra, M.K	2016	9789351529187	Japee Brothers	1

	Lewis's Medical-Surgical Nursing: Assessment and Management of Clinical Problems, Single Volume Hardcover – 16 Sept. 2022	By Harding, Kwong, Hagler & Reinisch	2022	9780323825184	Mosby	2
<b>HEALTH SERVICE MANAGEMENT</b>	Dyad Leadership in Healthcare When One Plus One Is Greater Than Two	Kathleen D. Sanford and Stephen L. Moore	2015	9781451193343	Wolters kluwer	2
	Where There Is No Doctor: A Village Health Care Handbook	David Werner (Author) , Carol Thuman (Author) , Jane Maxwell (Author		978-0942364156	Hesperian Health Guides; Revised ed. edition (1 Jan. 2022)	1
	Current Practice Guidelines In Primary Care 2024	Jacob A. David (Author	2023	9781265690168	McGraw-hill	1
<b>FOUNDATIONS TEXTBOOKS</b>	Nursing and Midwifery procedure manual 3rd Edition	UCMB	2022		Innovations and Publishers Ltd. Uganda	2
	First Aid for Nurses. 2nd Edition.	Prasad, K	2022	9789354658877	Japee Brothers	2
	Practical Nursing Procedures.3rd edition	Gupta,L.C.,Sahu, U.C.,and Gupta,P	2007	9788184481105	Japee Brothers	2

	Fundamentals of Nursing and Midwifery Research: A Practical Guide for Evidence-based Practice	by Lisa McKenna (Author), Beverley Copnell (Author)	2024	978-1032539539	Routledge; 2nd edition (31 Jan. 2024)	2
	Memmler's Structure and Function of the Human Body.	Cohen, J.B and Hull, L.K	2020	9781284268317	J&B	2
	Introductory Maternity & Pediatric Nursing, International Edition 5e	Hatfield	2022	9781975173821	Wolters kluwer	2
	Ross & Wilson Anatomy and Physiology in Health and Illness	Anne Waugh	2022	9780323834612	Elsevier	2
<b>ANATOMY AND PHYSIOLOGY</b>	Memmler's The Human Body in Health and Disease 14th Ed	Barbara Janson Cohen; Kerry L. Hull	2019	9781284217964	J&B	2
	Human Form, Human Function: Essentials of Anatomy & Physiology, Enhanced Edition	Thomas H McConnell, MD, FACP; Kerry L. Hull	2011	978-1284218053	J&B	2
	The Human Body: Essentials of Anatomy and Physiology, 3E	wingerd		9781609133443	Wolters Kluwer	2
	Anatomy & Physiology Made Incredibly Easy! UK Edition	Scott, William N.	2023	9781975209285	Wolters kluwer	

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	Clinical Anatomy by Regions, International Edition, 10e	Snell	2018	9781496345646	Wolters kluwer	2
	Grants Atlas of Human anatomy Fifteenth edition, International Edition, Revised Reprint	Anne M.R. Agur and Arthur F. Dalley II	2023	9781975210335	Wolters Kluwer	2
<b>FOUNDATIONS OF NURSING</b>	Lippincott Manual Of Nursing Practice, 11e International Edition	Nettina S.M	2019	9781975106423	Wolters kluwer	2
	Timby's Fundamental Nursing Skills and Concepts, International Edition	Loretta Donnelly-Moreno	2021	9781975161262	Wolters kluwer	2
	Textbook of Basic Nursing, Twelfth edition, International Edition	Rosdahl	2021	9781975172831	Wolters kluwer	2
	Fundamentals of Nursing: The Art and Science of Person-Centered Care 9th ed	Taylor	2022	9781975184889	Wolters kluwer	2
	Fundamentals of Nursing: Concepts and Competencies for Practice	Ruth Craven, Constance Himle & Christine Henshaw	2020	9781975156978	Wolters kluwer	2



	Taylor's Clinical Nursing Skills, 5e International Edition	Lynn - IE	2019	9781496399786	Wolters kluwer	2
	Burton's Microbiology for the Health Sciences, Enhanced Edition 11 th. Edition	Paul G. Engelkirk; Janet Duben-Engelkirk; Robert C. Fader	2020	9781284209952	Jones and Bartlett Publishers, Inc; 11th edition (21 May 2020)	2
	Koneman's Color Atlas and Textbook of Diagnostic Microbiology	Gary W. Procop, Elmer W. Koneman; Paul C. Schreckenberger , PhD, D(ABMM)	2017	9781284322378	Jones and Bartlett Publishers, Inc; 7th edition	1
	Lippincott's Illustrated Reviews: Microbiology, 4e (International Edition)	Harvey	2019	9781975118310	Wolters kluwer	2
	Precise Pharmacology	Muyinda	2019	9789970938513	Muyinda	2
<b>COMPUTER</b>	Informatics and Nursing, 6e IE	SEWELL	2018	9781975102081	Wolters Kluwer	2
	Discovering Computers ©2018: Digital Technology, Data, and Devices, 1st Edition	Misty E. Vermaat, Susan L.	2018	9781337285100	Cengage	2

<b>PERSONAL AND COMMUNAL HEALTH</b>	Community and Public Health Nursing, International Edition	Rector	Feb-21	9781975164447	Wolters kluwer	2
	Community & Public Health Nursing, Evidence For Practice 3e International Edition	Rosanna DeMarco and Judith Healey-Walsh	2023	9781975196554	Wolters kluwer	2
	Principles and practice of community medicine, 1st edition,	Rahim,A.	2017	9789352700349	Japee Brothers	2
<b>PHARMACOLOGY</b>	Focus on Nursing Pharmacology, International Edition 8e	Karch IE	2023	9781975180430	Wolters kluwer	2
	Essentials of Pharmacology for Health Professions, 9th Edition	Woodrow,R., Bruce J. Colbert, D, M, and Smith	2022	9780357618301	cengage	2
<b>PAEDIATRIC NURSING</b>	Essentials of Pediatric Nursing, 4	Kyle	2021	9781975154455	Wolters kluwer	2
	Cloherty and Stark's Manual of Neonatal Care Ninth edition	Anne R. Hansen, Ann R. Stark, Eric C. Eichenwald and Camilia R. Martin	2022	978-1975159528	Wolters Kluwer	2

	Pediatric Nursing Clinical Guide, 2	Theresa Kyle & Susan Carman	2016	9781451192414	Wolters	1
<b>SURGERY</b>	Introductory Medical-Surgical Nursing, 12e	Loretta A Donnelly-Moreno and Brigitte Moseley	2021	9781975172268	Wolters kluwer	1
	Brunner & Suddarth's Textbook of Medical-Surgical Nursing, International Edition 15e	Hinkle	2022	9781975170646	Wolters kluwer	2
	Nursing Diagnosis Reference Manual 12e	PHELPS	2022	9781975198954	Wolters kluwer	2
	Clinical Handbook For Brunner & Suddarth's Textbook Of Medical-Surgical Nursing, 14e International Edition	Hinkle - IE	2018	9781496395917	Wolters kluwer	2
<b>MENTAL HEALTH</b>	Psychiatric Nursing Contemporary Practice 7th Edition	Mary Ann Boyd	2021	978195172480	Wolters kluwer	1
	Psychiatric-Mental Health Nursing 9th edition	Videbeck, Sheila L.	2023	9781975184803	Wolters kluwer	1
	Lippincott's Manual of Psychiatric Nursing Care Plans 9th Edition	Schultz	2013	9781609136949	Wolters Kluwer	1

	Basic Concepts of Psychiatric-Mental Health Nursing 8e	Shives	2012	9781605478 876	Wolters Kluwer	1
<b>MEDICINE</b>	Toohey's Medicine: A Textbook for Students in the Health Care Professions, 15e	Stephen Robert Bloom	1994	9780443047 046	Churchill Livingstone	2
<b>GYNAECOLOGY</b>	Obstetrics and gynaecology 9th edition	Charles Beckmann	2024	9781975180 645	Wolters kluwer	2
	Danforth's Obstetrics and Gynaecology	Gibbs, Ronald S.	#####	9780781769 372	Wolters Kluwer	1
	Gynaecology by Ten Teachers, 20th Edition	Louise Kenny	2017	9781498744 249	CRC Press	2
<b>NURSING PROCEDURE</b>	Lippincott Nursing Procedures 9th edition	Lippincott	2022	9781975178 598	Wolters kluwer	2
<b>REPRODUCTIVE HEALTH</b>	Maternity and Pediatric Nursing, International Edition 4e	Susan Ricci, Theresa Kyle and Susan Carman	2022	9781975161 682	Wolters kluwer	2
	Essentials of Maternity, Newborn, and Women's Health Nursing, 5ed	Ricci - IE	Oct-20	9781975161 675	Wolters kluwer	2
	Leadership Roles And Management Functions In Nursing: Theory &	Bessie Marquis & Carol Huston	2023	9781975193 072	Wolters kluwer	2

<b>HEALTH SERVICE MANAGEMENT</b>	Application, 11th ed International Edition					
	Richard, L.D. (2015) The leadership Experience Edition,7th South-Western College	Richard, L.D.	2022	9780357716304	Cengage	2
<b>PSYCHOLOGY, SOCIOLOGY &amp; GUIDANCE AND COUNSELLING</b>	Psychology for nurses 2nd Edition Jaypee brothers	Sreevani R	2013		Jaypee	1
	Introduction to sociology for health carers .2nd edition	Mark, Walsh and David Trait	2014	978-1408075050	cengage	1
	Understanding Human Behavior: Guide For Health Care Provider 9th edition	Honeycutt/Milliken	2018	9781305959880	cengage	1
<b>RESEARCH</b>	Designing Clinical Research	Browner, Warren S	01-May-08	9781975174408	wolters kluwer	1
	Essentials of Nursing Research,9th International Edition	Polit	2021	9781975141882	Wolters kluwer	1
<b>PALLIATIVE CARE</b>	A Practical Guide to Palliative Care	Jerry L. Old and Daniel L. Swagerty	2007	9780781763431	Wolters kluwer	2

	Critical Care Nursing: A Holistic Approach, 11th Edition	Patricia Morton & Dorrie Fontaine	2024	9781975174477	Wolters kluwer	2
<b>MATERNAL</b>	Maternal and Child Health Nursing Care of the Childbearing & Childrearing Family, Eighth edition, International Edition	JoAnne Silbert-Flagg and Adele Pillitteri	2022	9781975173814	Wolters kluwer	2
<b>ASSESSMENT</b>	Bates' Guide to Physical Examination and History Taking, 13ED	Lynn Bickley	Sep-20	9781975221379	Wolters kluwer	2
	Nursing Health Assessment Third edition, International Edition	JENSEN	2023	9781975176907	Wolters Kluwer	2
	Nurses' Handbook of Health Assessment, International Edition 10e	Weber	2022	9781975172589	Wolters Kluwer	2

The following are free books and should not be quoted for in the financial offer as they can be found at the respective ministry for free of charge, however, the contractor is obliged to request them from the relevant authority deliver them at Fort portal College of Health sciences together with the consignment for that college.

	Title	Quantity
Pharmacy Laws and Regulations	Uganda Allied Health Professional Council Act (1996)	10
	Uganda National Policy and Authority Act (1993)	10
	Pharmacy and Drugs Act	10
	UAHEB Act	10
	Penal Code act	3
	Practical guideline for dispensing at higher level health centres 2015	20

### Place of delivery

The supplies shall be delivered during working days and hours (Monday – Friday from 8.30 AM- 5.00PM).

The supplies shall be delivered to the addresses below;

S/N	Offices	Location
1.	Fort Portal College of Health Sciences	P.O. Box 724, Fort Portal (U)- Fort Portal City Within the city center, East of Fort Portal city approximately 300 km from Kampala City.
2.	Hoima School of Nursing and Midwifery	P.O. Box 337, Kampala (U)- Hoima City Along Hoima Kampala highway approximately 200km from Kampala City.

3.	Jinja School of Nursing and Midwifery	P.O. Box 43, Jinja (U) – Jinja City Southwest of Jinja city approximately 90km from Kampala City.
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**Time of delivery**

The supplies must be delivered within 60 calendar days following the award. Delivery may be grouped in one or several batches per location, as specified in the tender document, provided it is within the contract duration.



## 2 General provisions

### 2.1 Derogations from the General Implementing Rules

Chapter ‘*Specific contractual and administrative conditions*’ of these Tender Specifications (CSC/Cahier Spécial des Charges) holds the specific administrative and contractual provisions that apply to this public procurement contract as a derogation of the Royal Decree of 14.01.2013 or as a complement or an elaboration thereof.

### 2.2 Contracting authority

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

For this procurement contract, Enabel is represented by person(s) who shall sign the award letter and are mandated to represent the organisation towards third parties.

### 2.3 Institutional framework of Enabel

- The general framework of reference in which Enabel operates is:
  - The Belgian Law on Development Cooperation of 19 March 2013<sup>1</sup>;
  - The Belgian Law of 21 December 1998 establishing the Belgian Technical Cooperation as a public-law company<sup>2</sup>;
  - The Belgian Law of 23 November 2017 changing the name of the Belgian Technical Cooperation and defining the missions and functioning of Enabel, the Belgian development agency, published in the Belgian Official Gazette on 11 December 2017.

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

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

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<sup>1</sup> Belgian Official Gazette of 30 December 1998, of 17 November 2001, of 6 July 2012, of 15 January 2013 and of 26 March 2013.

<sup>2</sup> Belgian Official Gazette of 1 July 1999.

- In the field of the fight against corruption: the Law of 8 May 2007 approving the United Nations Convention against Corruption, adopted in New York on 31 October 2003, as well as the Law of 10 February 1999 on the Suppression of Corruption transposing the Convention on Combating Bribery of Foreign Public Officials in International Business Transactions;
- In the field of Human Rights: the United Nations' Universal Declaration of Human Rights (1948) as well as the 8 basic conventions of the International Labour Organization<sup>4</sup> on Freedom of Association (C. n°87), on the Right to Organise and Collective Bargaining (C. n°98), on Forced Labour (C. n°29 and 105), on Equal Remuneration and on Discrimination in Respect of Employment (C. n°100 and 111), on Minimum Age for Admission to Employment (C. n°138), on the Prohibition of the Worst Forms of Child Labour (C. n°182);
- In the field of environmental protection: The Climate Change Framework Convention of Paris, of 12 December 2015;
- The first Management Contract contracting Enabel and the Belgian federal State (approved by the Royal Decree of 17 December 2017, Belgian Official Gazette of 22 December 2017) that sets out the rules and the special conditions for the execution of public service tasks by Enabel on behalf of the Belgian State.
- Considering Enabel's Code of Conduct of January 2019, Enabel's Policy regarding sexual exploitation and abuse of June 2019 and Enabel's Policy regarding fraud and corruption risk management of June 2019;

## 2.4 Rules governing the public contract

- The following, among other things, apply to this public contract:
- The Law of 17 June 2016 on public procurement<sup>5</sup>;
- The Law of 17 June 2013 on justifications, notification and legal remedies for public contracts and certain contracts for works, supplies and services<sup>6</sup>;
- The Royal Decree of 18 April 2017 on the awarding of public contracts in the classic sectors<sup>7</sup>;

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<sup>3</sup> Belgian Official Gazette of 18 November 2008

<sup>4</sup> <https://www.ilo.org/global/standards/lang--en/index.htm>

<sup>5</sup> Belgian Official Gazette 14 July 2016.

<sup>6</sup> Belgian Official Gazette of 21 June 2013.

<sup>7</sup> Belgian Official Gazette 9 May 2017.

- The Royal Decree of 14 January 2013 establishing the General Implementing Rules for public procurement and for concessions for public works<sup>8</sup>;
- Circulars of the Prime Minister with regards to public procurement.
- All Belgian regulations on public contracts can be consulted on [www.publicprocurement.be](http://www.publicprocurement.be).
- Enabel's Policy regarding sexual exploitation and abuse – June 2019
- Enabel's Policy regarding fraud and corruption risk management – June 2019
- Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation, hereinafter referred to as 'the GDPR'), and repealing Directive 95/46/EC;
- The Law of 30 July 2018 on the protection of natural persons with regard to the processing of personal data;

All Belgian regulations on public contracts can be consulted on [www.publicprocurement.be](http://www.publicprocurement.be)

Enabel's Code of Conduct and the policies mentioned above can be consulted on Enabel's website via: <https://www.enabel.be/content/integrity-desk> .

## 2.5 Definitions

The following definitions apply to this contract:

The tenderer: An economic operator submitting a tender;

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

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

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

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

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

Technical specifications: A specification in a document defining the characteristics of a product or a service, such as the quality levels, the environmental and climate performance

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<sup>8</sup> Belgian Official Gazette 27 June 2017.

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

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

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

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

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

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

BDA: Belgian Public Tender bulletin;

OJEU: Official Journal of the European Union;

OECD: Organisation for Economic Cooperation and Development;

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

Litigation: Court action;

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

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

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

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

Personal data: Any information relating to an identified or identifiable natural person ('data subject'); an identifiable natural person is one who can be identified, directly or indirectly,

in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

## **2.5 Confidentiality**

### **2.5.1 Processing of personal data by the contracting authority**

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

### **2.5.2 Confidentiality**

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

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

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

## **2.6 Deontological obligations**

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

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

In accordance with Enabel's Policy regarding sexual exploitation and abuse, the contractor and his staff have the duty to behave in an irreproachable manner towards the beneficiaries of the

projects and towards the local population in general. They must abstain from any acts that could be considered a form of sexual exploitation or abuse and they must abide by the basic principles and guidelines laid down in this policy.

Any attempt of a candidate or a tenderer to obtain confidential information, to proceed to illicit arrangements with competitors or to influence the evaluation committee or the contracting authority during the investigation, clarification, evaluation and comparison of tenders and candidates procedure will lead to the rejection of the application or the tender.

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

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

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

## **2.7 Applicable law and competent courts**

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

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

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

If agreement is lacking, the Brussels courts are the only courts competent to resolve the matter.

## **3 Modalities of the contract**

### **3.1 Type of contract**

This procurement is a direct supply contract

### **3.2 Scope of contract**

#### **3.2.1 Subject-matter**

The subject of the contract is for supply and delivery of library resources to the 3 health training institutions.

#### **3.2.2 Items**

This procurement contract consists of the items stated in the technical specifications.

These items are pooled and form one single procurement contract. It is not possible to tender for one or several items and the tenderer must submit price quotations for all items of the procurement contract

#### **Variants**

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

### **3.3 Duration of the contract**

The contract starts after award notification and lasts a duration of 60 calendar days.

## 4 Special contractual provisions

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

### 4.1 Managing official (Art. 11)

The managing official is **Ms. Hannah Nayoga**, Communication and Social Behaviour Change Expert E-mail: [hannah.nayoga@enabel.be](mailto:hannah.nayoga@enabel.be)

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

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

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

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

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

### 4.2 Subcontractors (Art. 12 to 15)

The fact that the contractor entrusts all or part of his commitments to subcontractors does not relieve him of liability to the contracting authority. The latter does not recognise any contractual relation with third parties.

The contractor remains, in any case, solely liable to the contracting authority. The contractor may not subcontract the contract or a part of the contract to other subcontractors than those



presented at the time of submission; subcontracting to subcontractors presented in the tender is allowed only after preliminary approval by the contracting authority of these subcontractors.

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

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

### **4.3 Confidentiality (Art. 18)**

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

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

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

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

Therefore, he undertakes to:

- Respect and enforce the strict confidentiality of these elements and to take all necessary precautions in order to preserve their secrecy (these precautions cannot in any case be inferior to those taken by the tenderer for the protection of his own confidential information);
- Consult, use and/or exploit, directly or indirectly, all of the above elements only to the extent strictly necessary to prepare and, where applicable, to carry out this public contract (particularly regarding the privacy legislation with respect to personal data processing);
- Not reproduce, distribute, disclose, transmit or otherwise make available to third parties the above elements, in whole or in part, and in any form, unless having obtained prior and written consent of the contracting authority;
- Return, at the first request of the contracting authority, the above elements;

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

## **4.4 Personal data protection**

### **4.4.1 Processing of personal data by the contracting authority**

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

### **4.4.2 Processing of personal data by the contractor**

During contract performance, the contractor may process personal data of the contracting authority or in execution of a legal obligation.

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

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

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

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

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

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

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

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

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

## **4.6 Performance bond (Art. 25 to 33)**

For this contract, no performance bond is required.

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

The supplies must comply in all respects with the procurement documents. Even in the absence of technical specifications in the procurement documents, the supplies must comply in all aspects with good practice.

## **4.8 Changes to the public contract (Art. 37 to 38/19)**

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

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

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

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

### **4.8.2 Adjusting the prices (Art. 38/7)**

For this procurement contract, price reviews are not permitted.

### **4.8.3 Indemnities following the suspensions ordered by the contracting authority during**

### **performance (Art. 38/12)**

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

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

When activities are suspended, based on this clause, the contractor is required to take all necessary precautions, at his expense, to protect the services already performed and the materials from potential damage caused by unfavourable weather conditions, theft or other malicious acts. The contractor has a right to damages for suspensions ordered by the contracting authority when:

- The suspension lasts in total longer than one twentieth of the performance time and at least ten working days or two calendar weeks, depending on whether the performance time is expressed in working days or calendar days;
- The suspension is not due to unfavourable weather conditions;
- The suspension occurred during the contract performance period.

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

#### **4.8.4 Unforeseen circumstances**

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

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

### **4.9 Preliminary technical acceptance (Art. 42)**

The contracting authority reserves the right to demand an activity report at any time of the assignment to the service provider (meetings held, persons met, institutions visited, summary of results, problems encountered and unresolved issues, deviations from the planning and deviations from the ToR...).

## 4.10 Performance modalities (Art. 115 et seq.)

### 4.10.2 Deadlines and terms (Art. 116)

The services must be performed within **60 calendar days** as of the working day following the date of receipt of the service order.

The order form is addressed to the service provider either by registered letter, or by fax, or by any other means through which the date of dispatch can be determined unambiguously.

Any further correspondence pertaining to the order form (and to the performance of the services) follows the same rules as those for the dispatch of the order form when a party wants to establish proof of its intervention.

In the event the acknowledgement of receipt of the order form is received after the period of two working days, upon written demand and justification of the service provider, the performance period may be extended pro rata of the delay of the acknowledgement of receipt of the order form. When the service that placed the order, upon examination of the written demand of the service provider, estimates that the demand is founded or partially founded, it will inform the service provider in writing of which extension of the period is accepted.

When the order form is clearly incorrect or incomplete and implementation of the order becomes impossible, the service provider immediately notifies the service that placed the order about this in writing in order to find a solution to allow for normal implementation of the order. If necessary, the service provider will ask for an extended performance period under the same conditions as those foreseen in case of late reception of the order form.

In any event, complaints about the order form are not admissible any more if they are not submitted within 15 calendar days from the day following the date on which the service provider has received the order form.

### 4.10.3 Quantities to be supplied (Art. 117)

The quantities to be supplied are listed section 1 without prejudice to the possibility for the contracting authority to terminate the contract if the supplies delivered do not meet the requirements imposed or if they are not delivered by the deadlines asked.

### 4.10.4 Place where the supplies must be delivered and formalities (Art. 149)

The supplies will be delivered at the following address:

S/N	Offices	Location
1.	Fort Portal College of Health Sciences	P.O. Box 724, Fort Portal (U)- Fort Portal City Within the city center, East of Fort Portal city approximately 300 km from Kampala City.

2.	Hoima School of Nursing and Midwifery	P.O. Box 337, Kampala (U)- Hoima City Along Hoima Kampala highway approximately 200km from Kampala City.
3.	Jinja School of Nursing and Midwifery	P.O. Box 43, Jinja (U) – Jinja City Southwest of Jinja city approximately 90km from Kampala City.

#### **4.10.5 Packaging (Art. 119)**

As a move to promote sustainability, packaging shall be the property of the contractor. The contracting authority shall return all the packaging materials to the contractor for disposal according to the proposed disposal methodology in their sustainability plan.

### **4.11 Inspection of the supplies delivered (Art. 120)**

If during contract performance irregularities are found, the contractor will be notified about this immediately by fax or e-mail, which will be confirmed consequently by registered letter. The contractor is bound to perform the non-complying services again.

The service provider advises the managing official by registered post or e-mail showing the exact date of dispatch, at which date the services can be controlled.

### **4.12 Liability of the supplier (Art. 122)**

The supplier shall be liable for his supplies up to the time when the inspection and notification formalities referred to in Article 120 are carried out, unless losses or damage sustained in the warehouses of the consignee are due to the events or circumstances referred to in Articles 54 and 56.

Moreover, the supplier indemnifies the contracting authority against damages for which it is liable towards third parties due to late performance of the contract or due to failure of the supplier.

### **4.13 Zero tolerance Sexual exploitation and abuse**

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

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

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

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

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

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

### **4.14.1 Failure of performance (Art. 44)**

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

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

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

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

§2. Any failure to comply with the provisions of the public contract, including the non-observance of orders of the contracting authority, is recorded in a report ('process verbal'), a copy of which will be sent immediately to the contractor by registered mail.

The contractor must repair the defects without any delay. He may assert his right of defence by registered letter addressed to the contracting authority within fifteen days from the date of dispatch of the report (process verbal). Silence on his part after this period shall be deemed acknowledgement of the reported facts.

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

#### **4.14.2 Fines for delay (Art. 46 and 154)**

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

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

#### **4.14.3 Measures as of right (Art. 47 and 155)**

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

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

§2. The measures as of right are:

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

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

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

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

## **4.15 End of the public contract**

### **4.15.1 Acceptance of the services performed (Art. 64-65 and 156)**

The managing official will closely follow up the services during performance.

The services will not be accepted until after fulfilling audit verifications, technical acceptance and prescribed tests.



The contracting authority disposes of a verification term of thirty days starting on the final or partial end date of the services, set in conformity with the modalities in the procurement documents, to carry out the acceptance formalities and to notify the result to the service provider. This term commences provided that the contracting authority possesses, at the same time, the list of services delivered or the invoice. Upon expiry of the thirty-day term following the date stipulated for completion of the entirety of the services, depending on the case, an acceptance report or a refusal of acceptance report will be drawn up.

Where the services are completed before or after this date, it is the responsibility of the service provider to notify the managing official by registered letter, and at the same time to ask for the acceptance procedure to be carried out. Within thirty days after the date of receipt of the service provider's request, an acceptance or a refusal of acceptance report will be drawn up, depending on the case.

The acceptance specified above is final.

#### **4.15.2 Invoicing and payment of services (Art. 66 to 72 – 160)**

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

Ms. Lydia Namulondo  
[lydia.namulondo@enabel.be](mailto:lydia.namulondo@enabel.be),  
Financial Controller  
Enabel, Belgian development agency  
Lower Kololo Terrace, Plot 1B  
PO Box 40131, Kampala

Only services that have been performed correctly may be invoiced.

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

The amount owed to the service provider must be paid within thirty (30) days with effect from the expiry of the verification term or with effect from the day after the last day of the verification term, if this is less than thirty days.

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

**The invoice must be in EUROS.**

#### **Advance payment:**

By way of derogation from the foregoing, and in accordance with Articles 12/1 to 5 of the Law of 17 June 2016, inserted by the Law of 22 December 2023 amending the regulations relating to public contracts with a view to promoting access by SMEs to the said contracts, the contracting

authority shall pay an advance when the successful tenderer proves to be an SME within the meaning of Article 163, § 3, subparagraph 2, of the Law of 17 June 2016.

The amount of the advance payment is calculated by applying the following percentages to a reference value determined in accordance with Article 12/5 of the Law of 17 June 2016:

1° if the successful tenderer is a micro-enterprise, i.e. an enterprise that employs fewer than ten (10) people and whose annual turnover or annual balance sheet total does not exceed two million euros (2M euro), the percentage to be taken into account is twenty per cent (20%); 2° if the successful tenderer is a small business, i.e. a business that employs fewer than fifty (50) people and whose annual turnover or annual balance sheet total does not exceed ten million euros (10M euro), the percentage to be taken into account is ten per cent (10%);

3° where the successful tenderer is a medium-sized company, i.e. a company employing fewer than two hundred and fifty (250) people and whose annual turnover does not exceed fifty million euros (50M euro) or whose annual balance sheet total does not exceed forty-three million euros (43M euro), the percentage to be taken into account is five per cent (5%).

According to Article 12/5 of the Law of 17 June 2016, the reference value relevant for calculating the advance in a framework agreement is equal to the amount of each order, including all taxes.

The first half of the advance shall be set off against the sums due to the contractor when the value of the services performed reaches thirty per cent of the original order amount and the second half of the advance shall be set off against the sums due to the contractor when the value of the services performed reaches sixty per cent of the original order amount. The aforementioned amounts shall be understood as amounts inclusive of value-added tax.

The supplier must provide an **advance bank guarantee** prior to any advance payment.

The amount of the advance will be deducted from the final invoice of each order.

No advance will be paid when implementation duration of an order is less than 60 days.

## **Litigation (Art. 73)**

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

The contracting authority will in no case be held liable for any damage caused to persons or property as a direct or indirect consequence of the activities required for the performance of this contract. The contractor indemnifies the contracting authority against any claims for compensation by third parties in this respect.

In case of 'litigation', i.e. court action, correspondence must (also) be sent to the following address:

Belgian development agency - Enabel

Legal unit of the Logistics and Acquisitions service (L&A)

To the attention of Ms Inge Janssens

rue Haute 147

1000 Brussels

Belgium

## 5 Procurement Procedure

Considering article 14, §2, 1° of the law of June 17, 2016 relating to public procurement, it would not be appropriate to impose the obligation to use electronic means of communication referred to in article 14, § 7, of the law.

The nature of the public contract in question is such that national or regional economic operators do not have equal access to the requirements linked to the use of the Belgian federal "e-Procurement" platform. The technical characteristics can therefore be discriminatory and can restrict the access of economic operators to the procurement procedure, in particular, in terms of speed and quality of the internet connection, as well as the quality of the electricity transport network.

In addition, the particular forms provided by this platform from the point of view of electronic signature are not yet compatible with the ICT generally used.

### 5.1 Type of procedure

This is a Negotiated Procedure without Prior Publication in application of Article 42 of the Law of 17 June 2016.

## 5.2 Publication

These Tender Specifications are posted on the website of Enabel <https://www.enabel.be/content/enabel-tenders>. Such publication constitutes an invitation to tender.

## 5.3 Information

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

Until 10 calendar days before the time for the receipt of tenders, candidate-tenderers may ask questions about these Tender Specifications and the procurement contract. Questions will be in writing to [UGA\\_CSC\\_CONTRACTS@enabel.be](mailto:UGA_CSC_CONTRACTS@enabel.be) with copy to [proscovia.angom@enabel.be](mailto:proscovia.angom@enabel.be) with a clear indication in the subject of the e-mail of the procedure reference and the contract title, as stated on the cover page of the tender specifications. They will be answered in the order received. The complete overview of questions asked will be available at the address mentioned above as soon as available.

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

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

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

## 5.4 Preparation and submission of tenders

### Preparation of tenders

Tender Specifications reference number: 220010-10008

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

#### **5.4.1.1 Content of tenders**

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

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

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

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

The tender shall contain the following parts:

##### **1. Administrative Proposal**

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

The Administrative proposal shall respect the following structure:

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

The successful tenderer shall be required to provide the following documents;

- Tax Clearance Certificate (e.g.; URA, as applicable)
- Social Security Contribution Clearance (e.g. NSFF as applicable)
- An extract from the criminal record in the name of the tenderer (legal person) or his representative (natural person) if there is no criminal record for legal persons (ex. certificate of good conduct from Interpol);

##### **2. Financial Proposal**

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

##### **Determination of prices**

All prices given in the tender form shall obligatorily be quoted in EUROS or Uganda Shillings.

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

#### **Elements included in the price**

(Art. 32 §3 Royal Decree 18.04.2017)

The service provider is deemed to have included in his unit and global prices any charges and taxes generally applied to services, with the exception of the value-added tax.

The following are in particular included in the prices:

The administrative management and secretariat;

Travel, transportation and insurance;

Documentation pertaining to the services;

The delivery of documents or of pieces related to the performance;

The packaging;

Training required for operation;

Where applicable, the measures imposed by occupational safety and worker health legislation;

Customs and excise duties for equipment and products used;

#### **5.4.1.2 Validity of tenders**

The tenderers are bound by their tender for a period of 120 calendar days from the reception deadline date.

The validity of the tender will be negotiated, if the deadline stated above is overrun.

#### **Submission of tenders**

The tenderer shall submit the administrative, technical and financial proposals as separate email attachments.

In case they exceed 6MB, then the tenderer submits separate emails clearly indicating ' Administrative, technical or Financial proposal

The tender shall be received by the Contracting Authority before **4th/06/2024, 12:00PM**, Kampala time. Tenders that arrive late will not be accepted. (Article 83 of the Royal Decree on Awarding).

#### **5.4.2 Change or withdrawal of a tender that has already been submitted**

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

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

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

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

The withdrawal must be pure and simple.

## **5.5 Opening and evaluation of Tenders**

### **5.5.1 Opening of tenderers**

The opening of tenders shall take place on the day of the final date for receiving tenders indicated above. Tenders not received before this time shall be rejected. The opening will take place behind closed doors.

### **5.5.2 Evaluation of Tenders**

### **5.5.3 Selection of tenderers**

#### **Exclusion grounds**

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

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

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

#### **Selection criteria**

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

1	Sufficient Economic and Financial Capacity
1.1	Sufficient turn-over

Minimum Standard	Minimum average annual turnover of 35,000 EURO during the past three financial years
<b>2</b>	
<b>Sufficient Technical and Professional Capacity</b>	
2.1	Sufficient experience in supply and delivery of books
Minimum Standard	Minimum of 1 (one) assignment within the scope of the contract, which were totally and successfully completed in the last 3 years,

A tenderer may, where appropriate and for a particular contract, rely on the capacities of other entities, regardless of the legal nature of the links which he has with these entities. In that case, the following rules apply:

- Where an economic operator wants to rely on the capacities of other entities, it shall prove to the contracting authority that it will have at its disposal the resources necessary, for example, by producing a commitment by those entities to that effect.
- The contracting authority shall verify whether the entities on whose capacity the economic operator intends to rely fulfil the relevant selection criteria and whether there are grounds for exclusion.
- Where an economic operator relies on the capacities of other entities with regard to criteria relating to economic and financial standing, the contracting authority may require that the economic operator and those entities be jointly liable for the execution of the contract.
- The contracting authority may require certain essential tasks to be carried out directly by the tenderer himself or, if the tender is submitted by a group of economic operators, by a member of the said group.

Under the same conditions, a group of candidates or tenderers may submit the capacities of the group's participants or of other entities.

### **Regularity of tenders**

The tenders submitted by the selected tenderers will be evaluated as to formal and material regularity. Irregular tenders will be rejected.

The contracting authority reserves the right to have the irregularities in the tenderers' tender regularised during the negotiations.

### **5.5.4 Qualitative and financial evaluation of tenders**

#### **Negotiation**

Tender Specifications reference number: 220010-10008



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

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

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

## **Award Criteria**

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

- Criteria Price: 100 %;

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

$$\text{Points tender A} = \frac{\text{amount of lowest tender}}{\text{amount of tender A}} * 100$$

## **5.6 Award and Conclusion of Contract**

### **5.6.1 Awarding the contract**

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

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

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

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

### **5.6.2 Concluding the contract**

Tender Specifications reference number: 220010-10008

In accordance with Art. 88 of the Royal Decree of 18 April 2017, the procurement contract occurs through the notification to the selected tenderer of the approval of his tender.

Notification is via e-mail.

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

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

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

## 6 Annexes

### 6.3 Procedural Documents – Tender Forms

#### 6.3.1 ADMINISTRATIVE PROPOSAL

##### Legal Identification forms

<b>I. PERSONAL DATA</b>			
FAMILY NAME(S) ①			
FIRST NAME(S) ①			
DATE OF BIRTH			
JJ MM YYYY			
PLACE OF BIRTH (CITY, VILLAGE)	COUNTRY OF BIRTH		
TYPE OF IDENTITY DOCUMENT			
IDENTITY CARD	PASSPORT	DRIVING LICENCE ②	OTHER ③
ISSUING COUNTRY			
IDENTITY DOCUMENT NUMBER			
PERSONAL IDENTIFICATION NUMBER ④			
PERMANENT PRIVATE ADDRESS			
POSTCODE	P.O. BOX	CITY	
REGION ⑤	COUNTRY		
PRIVATE PHONE			
PRIVATE E-MAIL			
II. BUSINESS DATA	If YES, please provide business data and attach copies of official supporting documents		

<p>Do you run your own business without a separate legal personality (e.g. sole traders, self-employed etc.)</p> <p><b>YES      NO</b></p>	<p><b>BUSINESS NAME (if applicable)</b></p> <p><b>VAT NUMBER</b></p> <p><b>REGISTRATION NUMBER</b></p> <p><b>PLACE OF REGISTRATION</b></p> <p style="text-align: right;"><b>CITY</b></p> <p style="text-align: right;"><b>COUNTRY</b></p>
<p><b>DATE</b></p>	<p><b>SIGNATURE</b></p>

- 
- ① As indicated on the official document.
  - ② Accepted only for Great Britain, Ireland, Denmark, Sweden, Finland, Norway, Iceland, Canada, United States and Australia.
  - ③ Failing other identity documents: residence permit or diplomatic passport.
  - ④ See table with corresponding denominations by country. ⑤ To be completed with Region, State or Province by non EU countries only, excluding EFTA and candidate countries.

**Legal person entity private/public legal body**

<b>OFFICIAL NAME</b> ②		
<b>ABREVIATION</b>		
<b>MAIN REGISTRATION NUMBER</b> ③		
<b>SECONDARY REGISTRATION NUMBER</b> (if applicable)		
<b>PLACE OF MAIN REGISTRATION</b>	<b>CITY</b>	<b>COUNTRY</b>
<b>DATE OF MAIN REGISTRATION</b>		
DD MM YYYY		
<b>VAT NUMBER</b>		
<b>OFFICIAL ADDRESS</b>		
<b>POSTCODE</b>	<b>P.O. BOX</b>	<b>CITY</b>
<b>COUNTRY</b>		<b>PHONE</b>
<b>E-MAIL</b>		
<b>DATE</b>	<b>STAMP</b>	
<b>SIGNATURE OF AUTHORISED REPRESENTATIVE</b>		

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

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

③ Registration number in the national register of the entity.

**Public law entity**

<b>OFFICIAL NAME</b> ①			
<b>BUSINESS NAME</b> (if different)			
<b>ABREVIATION</b>			
<b>LEGAL FORM</b>			
<b>ORGANISATION TYPE</b>	<b>FOR PROFIT</b>		
	<b>NOT FOR PROFIT</b>	<b>NGO</b> ②	<b>YES NO</b>
<b>MAIN REGISTRATION NUMBER</b> ③			
<b>SECONDARY REGISTRATION NUMBER</b> (if applicable)			
<b>PLACE OF MAIN REGISTRATION</b>	<b>CITY</b>	<b>COUNTRY</b>	
<b>DATE OF MAIN REGISTRATION</b>	<b>DD</b>	<b>MM</b>	<b>YYYY</b>
<b>VAT NUMBER</b>			
<b>ADDRESS OF HEAD OFFICE</b>			
<b>POSTCODE</b>	<b>P.O. BOX</b>	<b>CITY</b>	
<b>COUNTRY</b>			<b>PHONE</b>
<b>E-MAIL</b>			
<b>DATE</b>		<b>STAMP</b>	

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

## Financial identification form

### BANKING DETAILS

ACCOUNT NAME <sup>9</sup>

IBAN/ACCOUNT NUMBER<sup>10</sup>

CURRENCY

BIC/SWIFT CODE

BANK NAME

---

### **ADDRESS OF BANK BRANCH**

STREET & NUMBER

TOWN/CITY

POST CODE

COUNTRY

### ACCOUNT HOLDER'S DATA

AS DECLARED TO THE BANK

ACCOUNT HOLDER

STREET & NUMBER

TOWN/CITY

POST CODE

SIGNATURE OF ACCOUNT HOLDER (Obligatory)      DATE (Obligatory)

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<sup>9</sup> This does not refer to the type of account. The account name is usually the one of the account holder. However, the account holder may have chosen a different name to its bank account.

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



**Subcontractors**

Name and legal form	Address / Registered office	Regards

### **Declaration on honour – exclusion criteria**

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

1) The tenderer or one of its 'directors[1]' was found guilty following a conviction by final judgement for one of the following offences:

1° involvement in a criminal organisation

2° corruption

3° fraud

4° terrorist offences, offences linked related to terrorist activities or incitement to commit such offence, collusion or attempt to commit such an offence

5° money laundering or terrorist financing

6° child labour and other trafficking in human beings

7° employment of foreign citizens under illegal status

8° creating a shell company.

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

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

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

Are also considered such serious professional misconduct:

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

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

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

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

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

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

5) When a conflict of interest cannot be remedied by other, less intrusive measures;

6) When significant or persistent failures by the counterparty were detected during the execution of an essential obligation incumbent on him in the framework of a previous contract, a previous contract placed with another contracting authority, when these failures have given rise to measures as of right, damages or another comparable sanction.

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

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

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

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

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

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

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

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

[https://eeas.europa.eu/headquarters/headquarters-homepage/8442/consolidatedlist-sanctions\\_en](https://eeas.europa.eu/headquarters/headquarters-homepage/8442/consolidatedlist-sanctions_en) [https://eeas.europa.eu/sites/eeas/files/restrictive\\_measures-2017-01-17-clean.pdf](https://eeas.europa.eu/sites/eeas/files/restrictive_measures-2017-01-17-clean.pdf) For Belgium:

[https://finances.belgium.be/fr/sur\\_le\\_spf/structure\\_et\\_services/administrations\\_generales/tr%C3%A9sorerie/contr%C3%B4le-des-instruments-1-2](https://finances.belgium.be/fr/sur_le_spf/structure_et_services/administrations_generales/tr%C3%A9sorerie/contr%C3%B4le-des-instruments-1-2)

- 8) << If Enabel executes a project for another funder or donor, other grounds for exclusion may be added.

### **Integrity statement for the tenderers**

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

- Neither members of administration or employees, or any person or legal person with whom the tenderer has concluded an agreement in view of performing the public contract, may obtain or accept from a third party, for themselves or for any other person or legal person, an advantage appreciable in cash (for instance, gifts, bonuses or any other kind of benefits), directly or indirectly related to the activities of the person concerned for the account of Enabel.
- The board members, staff members or their partners have no financial or other interests in the businesses, organisations, etc. that have a direct or indirect link with Enabel (which could, for instance, bring about a conflict of interests).
- I have / we have read and understood the articles about deontology and anticorruption included in the Tender Documents (see 1.7.), as well as *Enabel's Policy regarding sexual exploitation and abuse* of June 2019 and *Enabel's Policy regarding fraud and corruption risk management* of June 2019 and I / we declare fully endorsing and respecting these articles.

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

- In order to avoid any impression of risk of partiality or connivance in the follow-up and control of the performance of the public contract, it is strictly forbidden to the public contractor (i.e. members of the administration and workers) to offer, directly or indirectly, gifts, meals or any other material or immaterial advantage, of whatever value, to the employees of Enabel who are concerned, directly or indirectly, by the follow-up and/or control of the performance of the public contract, regardless of their hierarchical rank.
- Any (public) contract will be terminated, once it appears that contract awarding or contract performance would have involved the obtaining or the offering of the abovementioned advantages appreciable in cash.
- Any failure to comply with one or more of the deontological clauses will be considered as a serious professional misconduct which will lead to the exclusion of the contractor from this and other public contracts for Enabel.
- The public contractor commits to supply, upon the demand of the contracting authority, any supporting documents related to the performance conditions of the contract. The contracting authority will be allowed to proceed to any control, on paperwork or on site, which it considers necessary to collect evidence to support the presumption of unusual commercial expenditure.

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

Tender Specifications reference number: 220010-10008

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

Place, date

## Economic and financial capacity Form

### Financial Statement

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

Financial data	Year- 2 UGX	Year- 1 UGX	Last year UGX	Average UGX
Annual turnover, excluding this public contract <sup>11</sup>				

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

### Technical and professional capacity form

#### List of main similar assignments

Description of the main similar assignments <u>totally</u> performed	Amount involved	Completion date in the last 3 years (only <u>totally</u> performed assignments)	Name of the public or private bodies

### Certificates of completion

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

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

**Technical proposal**

The contractor shall provide in his tender a list of all books they will supply including the edition, publisher and year of publication etc. the details shall be compliant to the technical specifications stated in this procurement document.

The contractor shall also submit a delivery plan on how they will ensure that the books are delivered to all the three locations in maximum 60 calendar days



### 6.3.3 FINANCIAL PROPOSAL

#### Tender Forms – prices

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

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

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

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

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

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

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

FORT PORTAL COLLEGE OF HEALTH SCIENCES					
	Title	Quantity	UoM	Unit price (EUR) excl. VAT	Total price (EUR) excl. VAT
<b>Anatomy I&amp;2</b>	Principles of Anatomy and Physiology, 16th ed.	1	PC		
	Clinically Oriented Anatomy, 9th IE	2	PC		
	Moore's Essential Clinical Anatomy, International Edition	2	PC		
	Photographic Atlas of Anatomy 9E International	1	PC		
	Medical Physiology Principles for Clinical Medicine, Sixth edition	1	PC		

<b>Physiology 1&amp;2</b>	Guyton and Hall Textbook of Medical Physiology	1	PC		
	Ross & Wilson Anatomy and Physiology in Health and Illness	1	PC		
	Lippincott® Illustrated Reviews: Physiology Third edition, International Edition	1	PC		
<b>Biochemistry 1&amp;2</b>	Lippincott Illustrated Reviews: Biochemistry Eighth edition, International Edition Lippincott Illustrated Reviews Series	1	PC		
	Harper's Biochemistry	1	PC		
	Marks' Essentials of Medical Biochemistry A Clinical Approach, Second edition	1	PC		
<b>Medical Psychology I &amp;2</b>	Introduction to Psychology for Health Carers, 2nd Edition	1	PC		
	Health Psychology in Clinical Practice	1	PC		
	Introduction to Health Psychology	1	PC		
	Atkinson and Hilgard's Introduction to Psychology, 16th Edition	1	PC		
	Psychology, 11th Edition	1	PC		
	Introduction to Psychology, 12th Edition	1	PC		
	Health Psychology, 10th Edition	1	PC		
	Health Psychology: The Basics	2	PC		
Principles of Nursing I&2	Timby's Fundamental Nursing Skills and Concepts, International Edition	1	PC		
	Lippincott Manual Of Nursing Practice, 11e International Edition	1	PC		
	Textbook of Basic Nursing, Twelfth edition, International Edition	1	PC		
	Fundamentals of Nursing: The Art and Science of Person-Centered Care 9th ed	1	PC		

	Taylor's Clinical Nursing Skills, 5e International Edition	1	PC		
	Fundamentals of Nursing: Concepts and Competencies for Practice	1	PC		
English and Scientific writing	Scientific Writing = Thinking in Words	1	PC		
	The Scientist's Guide to Writing, 2nd Edition	1	PC		
	A Guide to Writing Scientific Papers in English: Second Edition	1	PC		
	Grammar and Writing Skills for the Health Professional, 3rd Edition	1	PC		
Community Health 1, 2, and 3	Community Public Health in Policy and Practice	1	PC		
	The Community Cure	1	PC		
	The Essentials of Community Medicine	1	PC		
	Setting up Community Health and Development Programmes in Low and Middle Income Settings	1	PC		
	Creating Community Health	1	PC		
	Evaluating Public and Community Health Programs	1	PC		
	Narrative Medicine and Community-Based Health Care and Planning	1	PC		
Pathology 1 & 2	Principles of Rubin's Pathology	1	PC		
	Atlas of Forensic Pathology: A Pattern Based Approach	1	PC		
	Robbins & Kumar Basic Pathology	1	PC		
	Porth's Essentials of Pathophysiology	1	PC		

	Wheater's Pathology: A Text, Atlas and Review of Histopathology	1	PC		
	Muir's Textbook of Pathology	1	PC		
	BRS Pathology	1	PC		
	Rubin's Pathology	1	PC		
Microbiology 1&2	Lippincott's Illustrated Reviews: Microbiology, 4e (International Edition)	1	PC		
	Medical Microbiology	1	PC		
	Murray's Basic Medical Microbiology	1	PC		
	Schaechter's Mechanisms of Microbial Disease Sixth edition, International Edition	1	PC		
	Prescott's Microbiology ISE	1	PC		
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