

**BID NOTICE**

1. Kalangala Infrastructures Services (KIS) invites sealed bids from eligible bidders for:

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| *No.* | *Procurement Reference Number* | *Subject matter of Procurement* | *Bid Security* |
| ***1*** | **KIS/ELE/0001/AD/2023/PP** | ***500KVA PRIME DISEL ENGINE GENERATOR*** | ***NONE*** |

2. The Bidding document(s) can be downloaded from KIS web site [www.kis.co.ug](http://www.kis.co.ug)

3. The deadline for bid submission shall be at 5:00pm (EAST) on February 23, 2023.

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*Managing Director*

Standard Invitation to Bidders

BID NOTICE UNDER OPEN BIDDING

[Use PDE Letterhead]

[Date]

[Brief Description of the Supplies] - [Procurement Reference number]

1. KIS has allocated funds to be used for the acquisition of 500KVA Diesel Engine Generator.

2. KIS invites sealed bids from eligible bidders for the provision of the above supplies.

3. Bidding will be conducted in accordance with the open domestic and international bidding method contained in the KIS Procurement and Disposal Manual, 2021, and is open to all bidders.

4. Interested eligible bidders may obtain further information at the address given below at 8(a) from 8:00am – 5:00pm on weekdays only.

5. The Bidding documents in English may be downloaded by interested bidders from KIS websites [www.kis.ug.co](http://www.kis.ug.co)

6. Bids must be delivered to the address below at 8(c) at or before [*insert time and date*]. Late bids shall be rejected. Bids will be opened by KIS Procurement Department in the presence of KIS Procurement Committee at 8(d) at [insert time and date]

7. There shall not be a pre – bid meeting.

8. (a) Documents may be inspected at: [*Insert address and contact details*]

(b) Documents will be issued from: [*Insert address and contact details*]

(c) Bids must be delivered to: [*Insert address and contact details*]

(d) Address of bid opening: [*Insert address and contact details*]

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| 9. The planned procurement schedule (subject to changes) is as follows:   |  |  | | --- | --- | | Activity | Date | | Publish bid notice | (*Expected date of the bid notice*) | | Pre-bid meeting where applicable | (*Within the first 7 working days of the bidding period*) | | Bid closing date | (*Expected bid closing date*) | | Evaluation process | (*Within 20 working days from bid closing date*) | | Display and communication of best evaluated bidder notice | *(Within 5 working days from Contracts Committee award*) | | Contract signature | (*After expiry of at least 10 working days from display of the best evaluated bidder notice* *and Attorney General’s approval*).). | |

Signature:

Name:

Position of Authorised Official:

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| **Instructions to Bidders** | |
| **A. General** | |
| **1. Scope of Bid** |  |
| 1.1 KIS invites bids for the provision of Supplies and related Services incidental thereto as specified in, Statement of Requirements. The Instructions to Bidders should be read in conjunction with the BDS. The subject and procurement reference number, and number of lots of this Bidding Document are provided in the BDS. | |
| 1.2 Throughout these Bidding Documents:  (a) the term “in writing” means communicated in written form with proof of receipt;  (b) if the context so requires, singular means plural and vice versa; and  (c) “day” means working day. | |
| 1.3 Procurement will be undertaken in compliance with KIS Procurement and Disposal Manual, 2021. | |

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| 2. Corrupt Practices | |  | | | | | | |
| 2.1 It is KIS policy to require that Bidders and Providers observe the highest standards of ethics during procurement and the execution of contracts. In pursuit of this policy, KIS;  (a) defines, for the purposes of this provision, the terms set forth below as follows: (i) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value, to influence the action of a public official in the procurement process or in contract execution; and(ii) “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;(iii) “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;(iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party; (b) will reject a recommendation for award if it determines that the Bidder recommended for award has engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract;  (c) will suspend a Supplier/Provider from engaging in any KIS procurement proceeding for a stated period of time, if it at any time determines that the Supplier/Provider has engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, any of it contract. | | | | | | | | |
| **4. Eligible Bidders** | |  | | | | | | |
| 4.1 A Bidder, and all parties constituting the Bidder, shall meet the following criteria to be eligible to participate in KIS procurement:  (a) the bidder has the legal capacity to enter into a contract;  (b) the bidder is not:  (i) insolvent;  (ii) in receivership;  (iii) bankrupt; or  (iv) being wound up  (c) the bidder’s business activities have not been suspended;  (d) the bidder is not the subject of legal proceedings for any of the circumstances in (b); and  (e) the bidder has fulfilled his or her obligations to pay taxes and social security contributions. | | | | | | | | |
| 4.4 A Bidder shall not have a conflict of interest. All Bidders found to be in conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if they:  (a) have controlling shareholders in common; or  (b) receive or have received any direct or indirect subsidy from any of them; or  (c) have the same legal representative for purposes of this bid; or | | | | | | | | |
| (d) have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder, or influence the decisions of KIS regarding this bidding process; or | | | | | | | | |
| (e) submit more than one bid in this bidding process.  (f) participated as a consultant in the preparation of the design or technical specifications of the Supplies and related services that are the subject of the bid. | | | | | | | | |
| 4.5 A firm that is under a declaration of suspension by KIS Authority at the date of the deadline for bid submission or thereafter before contract signature, shall be disqualified. | | | | | | | | |
| **B. Bidding Document** | | | | | | | | |
| **6. Contents of Bidding Document** | |  | | | | | | |
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| 6.2 The Bid Notice, or letter of invitation is not part of the Bidding Document.  6.3 Bidders who did not obtain the Bidding Document from KIS will be rejected during evaluation.  6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document. Failure to furnish all information or documentation required by the Bidding Document may result in the rejection of the bid.  6.5 Where an electronic copy of the bidding document is issued, the paper or hard copy of the bidding document is the original version. In the event of any discrepancy between the two, the hard copy shall prevail. | | | | | | | | |
| C. Preparation of Bids | | | | | | | | |
| 9. Cost of Bidding | |  | | | | | | |
| 9.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and KIS shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process. | | | | | | | | |
| 10. Language of Bid and Communications | | | | | | | |  |
| 10.1 The medium of communication shall be in writing unless otherwise specified in the BDS.  10.2 The bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and KIS, shall be written in English unless otherwise specified in the BDS. | | | | | | | | |
| 15. Currencies of Bid | |  | | | | | | |
| 15.1 Bid prices shall be quoted in the following currencies:  (a) for Supplies and Related Services originating in Uganda, the bid prices shall be quoted in the currency of Uganda, and  (b) for Supplies and Related Services originating outside Uganda, or for imported parts or components of Supplies and Related Services originating outside Uganda, the bid prices shall be quoted in United States Dollars (USD). | | | | | | | | |
| **20. Period of Validity of Bids** | |  | | | | | | |
| 20.1 Bids shall remain valid until the date specified in the BDS. A bid valid for a shorter period shall be rejected by KIS non-compliant.  20.2 KIS will make its best effort to complete the procurement process within this period | | | | | | | | |
| D. Submission and Opening of Bids | | | | | | | | |
| 23 Sealing and Marking of Bids | |  | | | | | | |
| 23.1 The Bidder shall enclose the original and each copy of the bid, in separate sealed envelopes, duly marking the envelopes as “ORIGINAL” and “COPY.” These envelopes containing the original and the copies shall then be enclosed in one single plain envelope securely sealed in such a manner that opening and resealing cannot be achieved undetected. | | | | | | | | |
| 23.2 The inner and outer envelopes shall:  (a) bear the name and address of the Bidder;  (b) be addressed to KIS Procurement Committee. | | | | | | | | |
| (c) bear the Procurement Reference number of this bidding process; and  (d) bear a warning not to open before the time and date for bid opening. | | | | | | | | |
| 23.3 If all envelopes are not sealed and marked as required, KIS Procurement Committee will assume no responsibility for the misplacement or premature opening of the bid. | | | | | | | | |
| E. Evaluation of Bids | | | | | | | | |
| 28. Confidentiality | |  | | | | | | |
| 28.1 Information relating to the examination, evaluation, comparison, and post-qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until information detailing the Best Evaluated Bidder is communicated to all Bidders. | | | | | | | | |
| 28.2 Any effort by a Bidder to influence KIS Procurement Committee in the examination, evaluation, comparison, and post-qualification of the bids or contract award decisions may result in the rejection of its bid. | | | | | | | | |
| 28.3 From the time of bid opening to the time of Contract award, if any Bidder wishes to contact KIS on any matter related to the bidding process, it should do so in writing. | | | | | | | | |
| 30. Compliance and Responsiveness of Bids | | | | | | | | |
| 30.1 KIS determination of a bid’s compliance and responsiveness shall be based on the contents of the bid itself. | | | | | | | | |
| 30.2 A substantially compliant and responsive bid is one that conforms to all the terms, conditions, and specifications of the Bidding Documents without material deviation, reservation, or omission. A material deviation is a deviation that-  (a) affects in a substantial way, the scope or quality of the supplies or services or the performance of the works to be procured;  (b) is inconsistent with the bidding document and which may in a substantial way, limit the rights of the procuring and disposing entity or the obligations of the bidder under the contract;  (c) if corrected would unfairly affect the competitive position of the other bidders whose bids are administratively compliant and responsive; or  (d) impacts the key factors of a procurement including cost, risk, time and quality and causes -  (i) unacceptable time schedules, where it is stated in the bidding document that time is of the essence;  (ii) unacceptable alternative technical details, such as design, materials, workmanship, specifications, standards or methodologies; or  (iii) unacceptable counter-bids with respect to key contract terms and conditions, such as payment terms, price adjustment, liquidated damages, sub-contracting or warranty. | | | | | | | | |
| 30.3 If a bid is not substantially compliant and responsive to the Bidding Document, it shall be rejected by KIS and may not subsequently be made compliant and responsive by the Bidder by correction of the material deviation, reservation, or omission. | | | | | | | | |
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| 32. Preliminary Examination of Bids – Eligibility and Administrative Compliance | | | | | | | | |
| 32.1 KIS Shall examine the legal documentation and other information submitted by Bidders to verify the eligibility of Bidders and Supplies and related services in accordance with Instruction to Bidders.  32.2 If after the examination of eligibility, KIS determines that the Bidder, the Supplies and/or the related Services are not eligible, it shall reject the bid.  32.3 KIS shall examine the bids to confirm that all documents and technical documentation requested in Instruction to Bidders have been provided, and to determine the completeness of each document submitted. | | | | | | | | |
| 32.4 KIS shall confirm that the following documents and information have been provided in the bid. If any of these documents or information is missing, the offer shall be rejected.  (a) the Bid Submission Sheet, including: a brief description of the Supplies and Related Services offered;the price of the bid; andthe validity date of the bid; (b) the Price Schedule; | | | | | | | | |
| (c) written confirmation of authorisation to commit the Bidder; | | | | | | | | |
| 33. Detailed Commercial and Technical Evaluation | | | | | | |  | |
| 33.1 KIS shall examine the bid to confirm that all terms and conditions specified in the Statement of Requirements have been accepted by the Bidder without any material deviation or reservation.  33.2 If, after the examination of the terms and conditions, KIS determines that the bid is not substantially responsive in accordance with Instruction to Bidders, it shall reject the bid.  33.3 KIS shall evaluate the technical aspects of the bid submitted in accordance with Instruction to Bidders, to confirm that all requirements specified in Statement of Requirements of the Bidding Document have been met without any material deviation or reservation.  33.4 If, after the technical evaluation, KIS determines that the bid is not substantially compliant in accordance with Instruction to bidders, it shall reject the bid. | | | | | | | | |
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| 36. Financial Comparison of Bids | | | | | |  | | |
| 36.1 KIS shall financially evaluate each bid that has been determined, up to this stage of the evaluation, to be substantially compliant and responsive. | | | | | | | | |
| 36.2 To financially evaluate a bid, KIS shall only use the criteria and methodologies defined in, Evaluation Methodology and Criteria. No other criteria or methodology shall be permitted. | | | | | | | | |
| 36.3 KIS financial comparison of bids may require the consideration of factors other than costs, in addition to the bid price quoted in accordance with Instruction to Bidders. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Supplies and Related Services. The factors selected, if any, shall be expressed in monetary terms to facilitate comparison of bids, unless otherwise specified, Evaluation Methodology and Criteria. The factors to be used and the methodology of application shall be indicated, in Evaluation Methodology and Criteria. | | | | | | | | |
| 36.4 To financially compare bids, KIS shall:  (a) determine the bid price, taking into account the costs listed of in, Evaluation Methodology and Criteria;  (b) correct any arithmetic errors in accordance with Instruction to Bidders.  (c) apply any unconditional discounts offered in accordance with Instruction to Bidders. | | | | | | | | |
| (d) make adjustments for any nonmaterial nonconformities and omissions in accordance with Instruction to Bidders.  (e) apply any non-cost factors in accordance with Instruction to Bidders.  (f) convert all bids to a single currency in accordance with Instruction to Bidders.  (g) determine the total evaluated price of each bid. | | | | | | | | |
| 37. Determination of Best Evaluated Bid(s) | | | | |  | | | |
| KIS shall compare all substantially compliant and responsive bids to determine the best evaluated bid or bids, in accordance with, Evaluation Methodology and Criteria. | | | | | | | | |
| 38. Post-qualification of the Bidder | |  | | | | | | |
| 38.1 KIS shall determine to its satisfaction whether the Bidder that is selected as having submitted the best evaluated bid is qualified to perform the Contract satisfactorily. | | | | | | | | |
| 38.2 The determination shall be based upon an examination of the documentary evidence of the Bidder’s qualifications submitted by the Bidder, pursuant to Instruction to Bidders, to clarifications in accordance with Instruction to Bidders, and the qualification criteria indicated in Evaluation Methodology and Criteria. Factors not included in Evaluation Methodology and Criteria shall not be used in the evaluation of the Bidder’s qualification. | | | | | | | | |
| 38.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event KIS shall proceed to the next best evaluated bid to make a similar determination of that Bidder’s capabilities to perform satisfactorily. | | | | | | | | |
| 38.4 If pre-qualification has been conducted, no post-qualification will be conducted but pre-qualification information shall be verified. | | | | | | | | |
| F. Award of Contract | | | | | | | | |
| 39. Award Procedure | |  | | | | | | |
| 39.1 KIS shall issue a Notice of Best Evaluated Bidder within 5 working days after the decision of the Procurement Committee to award a contract, place such Notice on its notice board for a prescribed period, copy the Notice to all Bidders and to the Authority for publication on its website.  39.2 No contract shall be signed within period of five (5) working days after the date of display of the best evaluated bidder notice.  39.3 KIS shall award the Contract to the Bidder whose offer has been determined to be the best evaluated bid, provided that the Bidder is determined to be qualified to perform the Contract satisfactorily.  39.3 Negotiations will only be held in exceptional circumstances as provided for under KIS Policy.  40. KIS Right to Accept or Reject Any or All Bids  KIS reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract signature and issue by KIS, without thereby incurring any liability to Bidders. | | | | | | | | |
| 41. KIS Right to Vary Quantities at Time of Award | | | | | | | | |
| 41.1 At the time the Contract is awarded, KIS reserves the right to increase or decrease the quantity of Supplies and Related Services originally specified in Statement of Requirements, provided this does not exceed the percentages indicated in the Bids Documents, and without any change in the unit prices or other terms and conditions of the bid and the Bidding Document.  41.2 Negotiations will only be held in exceptional circumstances. | | | | | | | | |
| 42. Signing and Effectiveness of Contract | | | | | | | | |
| 42.1 On expiry of the five (5) working day period after the display of the Best Evaluated Bidder, and upon approval of the Managing Director, KIS shall sign a contract with the successful Bidder.  42.2 Failure by the successful Bidder to sign the contract shall constitute sufficient ground for annulment of the contract award.  42.3 Effectiveness of the contract shall be subject to submission of a satisfactory Performance Security where applicable and any other conditions specified in the Contract. | | | | | | | | |
| 43. Debriefing | | | | | | | | |
| Where a bidder requests information on the reasons for the success or failure of their bid, KIS shall promptly give the bidder a written debrief after the signing of the contract. | | | | | | | | |
| 44. Performance Security | | | | | | | | |
| 44.1 Within twenty-one (21) days of signing of the contract, the successful Bidder shall where applicable, furnish to KIS a Performance Security in the amount stipulated in the Special Condition of the Contract and in the form of on demand Bank Guarantee as stipulated in the contract, denominated in the type and proportions of currencies of the Contract. The performance security shall be issued by a Bank located in Uganda or a foreign Bank through correspondence with a Bank located in Uganda. On demand insurance bonds with proof of re-insurance, in the format included in contract can be accepted. | | | | | | | | |
| **45. Advance Payment and Security**  45.1 If so stated in the Bids Documents, the Employer will provide an Advance Payment on the Contract Price, subject to a maximum amount, as stated in the Bid Documents. This Payment shall be in the same currencies and proportions as the Contract Payment and shall be made in accordance with the General Condition of the Contract. The performance security shall be issued by a Bank located in Uganda or a foreign Bank through correspondence with a Bank located in Uganda. On demand insurance bonds with proof of re-insurance, in the format included in contract can be accepted. | | | | | | | | |
| 46. Administrative Review | | | | | | | | |
| Bidders may seek an Administrative Review by the Accounting Officer in accordance with KIS Procurement and Assets Disposal Manual, 2021 they are aggrieved with the decision of Procurement Committee. | | | | | | | | |