

DATE: Thursday 6th July 2023

INVITATION TO BID: No. WIU/COH/ITB/GOODS/2023/001

FOR THE ESTABLISHMENT

OF A FRAME AGREEMENT AND PREQUALIFICATION FOR THE SUPPLY AND DELIVERY OF

ASSORTED DRY RATIO FOOD FOR ALL THE REFUGEE SETTLEMENTS

CLOSING DATE AND TIME: Wednesday 19th July 2023 – 12:00 hrs. (Local Time)

BID OPENING DATE AND TIME: Due to the current COVID 19 situation, all bid openings are closed to the public/bidders.

Windle
International
Uganda
Education Transforms Society

INTRODUCTION TO WIU

Windle International Uganda (WIU) is a Non-Governmental Organisation whose mission is to promote peace and development in communities through provision and coordination of Education and training for Refugees and people affected by conflict.

Windle International Uganda (WIU) is an UNHCR Implementing Partner for education sector across the country and specifically responsible for Primary, Secondary and Vocational Education Management in the refugee settlements of; Nakivale, Oruchinga, Kiryandongo, Kyangwali, Rhino Camp-Arua, Adjumani, Moyo, Yumbe, Omugo, Imvepi and Lamwo-Refugee Settlements.

1. REQUIREMENTS

WIU, with both her funding and her donors invites the selected suppliers to make a firm offer for the establishment of Frame Agreement(s) for the supply of assorted dry food stuff for all the Refugee Settlements (referred to hereinafter as "*goods*").

WIU may award Frame Agreement(s) with initial duration of one year (potentially extendable for a future period of 1 year). The successful bidders will be requested to maintain their quoted price model for the duration of the Frame Agreement(s).

Please note that figures have been stated in order to enable bidders to have an indication of the projected requirements. It does not represent a commitment that WIU will purchase the above quantity. Quantities may vary and will depend on the actual requirements and funds available regulated by issuance of individual Purchase Orders against the Frame Agreement.

IMPORTANT:

When a Frame Agreement is awarded, either party can terminate the agreement only upon 30 days (1 month) notice, in writing to the other party. The initiation of conciliation or arbitral proceedings in accordance with **article 18** "settlement of disputes" of the WIU General Conditions of Contracts for provision of Goods shall not be deemed to be a "cause" for or otherwise to be in itself a termination clause.

It is strongly recommended that this Invitation to Bid document and its annexes be read thoroughly. Failure to observe the procedures laid out therein may result in disqualification from the evaluation process.

Note: This document is not construed in any way as an offer to contract with your firm.

2. BIDDING INFORMATION:

2.1. ITB DOCUMENTS

The following annexes form integral part of this Invitation to Bid:

Annex A: Technical Offer (Specifications)

Annex B: Financial Offer Form

Annex C: Draft Frame Agreement

Annex D: WIU General Conditions of Contract for the Provision of Goods

Annex E: Bid Submission Form

2.2 REQUESTS FOR CLARIFICATION

Bidders are required to submit any request for clarification in respect of this ITB by e-mail to the Procurement Unit at wiu.procurement@windle.org the deadline for receipt of Questions is 17:00 hrs. (Local time) on Monday 17th July, 2023.

IMPORTANT:

Please note that Bid Submissions are **not** to be sent to the e-mail address above.

WIU will compile the questions received and reply to a particular question to all other invited bidders at once

2.3 YOUR OFFER

Your offer shall be prepared in English.

Please submit your offer using the Annexes provided.

Your offer shall comprise the following two sets of documents:

- Technical Offer
- Financial Offer

2.3.1 Content of the TECHNICAL OFFER - ANNEX A

IMPORTANT:

No pricing information should be included in the technical offer. Failure to comply may risk disqualification. The Technical Offer should contain all the information required.

Your technical offer should clearly state whether or not the goods you are offering are fully conforming to the product specifications given. Clearly state and disclose any discrepancies with the specifications given.

The following details shall also be provided in the Technical Offer.

Incoterms: The International Chamber of Commerce Incoterms 2010 shall apply for this ITB and for any resulting Purchasing Orders where applicable.

Production Capacity: The bidder shall state annual production capacity, ability to process urgent requests, which requests are considered urgent.

Delivery Capacity: The bidder shall state the mobilization time, ex-stock quantity and quantities available after two, three, four days of production lead time.

Inspection: Inspection of goods will be applicable and will be advised at the time of purchase.

Place of Inspection: The bidder shall state the place of inspection

Country of Origin of the Supplier and place of Manufacture: The technical offer shall state the country in which the supplier is registered as well as the country and place of manufacture of the products.

Certificate: If available, the bidder shall submit a copy of Internationally recognised Quality Certificate (ISO Certification) of manufacturing company together with a copy of Quality Certificate for the Finished Products.

Warranty: The bid shall include defects and liability period with terms of warranty.

WIU General Conditions for Provision of Goods: Your offer should contain your acknowledgement of the WIU General Conditions for Provision of Goods/Services by signing Annex C.

2.4 BID EVALUATION:

2.4.1 **Supplier Registration:**

All suppliers who participate in this ITB shall be subjected to a Prequalification exercise where successful candidates will be added to the WIU Vendor Database. The Prequalification process will involve a thorough investigation of suitability based on the submitted and supporting documents. The investigation will involve several factors amongst others as below:

- Valid Trading License 2023.
- Certificate of Incorporation.
- V.A.T Certificate.
- Income Tax Clearance Certificate – 2021 – 2022.
- Financial standing (bank statement for last 4 months).
- Articles and Memorandum of Association.
- Evidence of Past Experience in supplying dry ratio food items in general and specifically to and International NGOs, UN Agencies and Gov't (attach copies of POs, Invoices, Receipts and contracts). Not less than 6
- Recommendation/Performance letters from Central Gov't, Local Gov't and International NGO.
- Certified Audit financial reports for last two years.
- Annual Turn-over for the period of two years (i.e., 2019/20 & 2021/22).
- Contract copy of biggest orders / Frameworks.

- Company Profile

Performance evaluation will be undertaken – taking into consideration the values below:

- Core business
- Track record
- Contract capacity
- Ability to respond quickly to Agency's needs,
- Timely delivery
- Dependability of products and services

2.4.2 Technical and Financial evaluation:

All bids from pre-qualified suppliers will be evaluated based on:

- Compliance of technical offer with the specifications stated in Annex A
- Unit cost EXW
- Delivery Capacity
- Delivery lead time

2.5 SUBMISSION OF BID:

The offers must bear your official letter head, clearly identifying your company details.

Bids should be hand delivered in one sealed envelope containing two envelopes; one envelope containing the technical offer and second envelope containing the Financial Offer, outer envelope clearly marked **"Bid for Supply and Delivery of Assorted Dry Ratio Food for all the Refugee Settlements"** Clearly indicating your company name on the top right corner of the envelop.

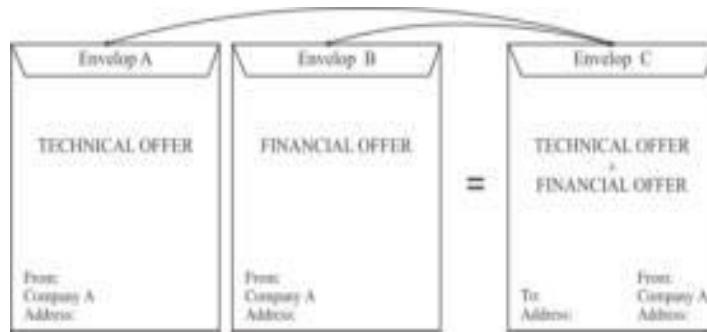
Addressed to the **The Executive Director**

Att: Secretary of The Bid Opening Committee

Windle International Uganda

Plot 726 Windle House, Mawanda Road, Nagawa Close, Kamwokya."

and submitted to WIU office in Kampala. Plot 726, Mawanda Road, Mulago Hill, Kampala, Uganda



Deadline: Wednesday July 19th 2023 at 12:00 Hrs

2.6 EVALUATION OF OFFERS

2.6.1 Bid Evaluation:

The technical component of your proposal should be concisely presented and structured to include all the required documents listed in **section 2.3.1 under contents of the technical offer.**

2.6.2 Points System %:

For the award of the contract, WIU has established evaluation criteria which govern the selection of offers received.

A point system will be used in evaluating the proposals, both technically and financially as in 2.6.3 and 2.6.4 below

2.6.3 The technical component at 70% will be evaluated using the following criteria:

- a. The company's general reliability as well as experience and capacity in this type of goods, similar work. e.g. Size, financial status, area of expertise, experience in similar goods, number of years in this type of business, past experience and performance, recommendations letters from Gov't, Local Gov't and International NGOs...
- b. Resources: The financial capacity, audited books of accounts status.
- c. Quality control measures put in place to avoid cross contamination and spoilage.
- d. Moisture controls put in place in transit and while in storage for a longer shelf life.

2.6.4 The Price Component 30%:

Price proposal should be completed in the Financial Annex. The financial offers for only those companies that pass the technical evaluation will be evaluated / opened. The Financial offers for bidders that fail the technical offer will not be opened and may be returned to the bidders.

2.7 BID ACCEPTANCE:

WIU reserves the right to accept the whole or part of your bid.

WIU may at its discretion increase or decrease the proposed content when awarding the contract and would not expect any variation of the rate submitted.

WIU may, at its discretion, extend the deadline for the submission of bids, by notifying all prospective service providers in writing. The extension of the deadline may accompany a modification of the solicitation documents prepared by WIU at its own initiative or in response to a clarification requested by a prospective supplier.

Please note that WIU is not bound to select any of the firms' submitting bids and does not bind itself in any way to select the firm offering the lowest price. Furthermore, the contract will be awarded to the bid considered most responsive to the needs, as well as conforming to WIU's general principles, including economy and efficiency and best value for money.

2.8 WIU GENERAL CONDITIONS OF CONTRACTS FOR THE PROVISION OF GOODS AND SERVICES

Please note that the General Conditions of Goods (**Annex D**) will be strictly adhered to for the purpose of any future contract. The Bidder must confirm the acceptance of these terms and conditions in writing.

Prepared by: Procurement Department

Important:

IF THERE ARE ITEMS THAT ARE ZERO VAT RATED, THEY SHOULD BE CLEARLY STATED AND WITH PROOF ATTACHED. ALL VAT CERTIFICATES MUST BE UP TO DATE WITH CLEAR STATED TIN NUMBERS FOR CROSS REFERENCING.

Content of the FINANCIAL OFFER

Your separate **Financial Offer** must contain an overall offer in Uganda Shillings (UGX).

The agreed component of the price must remain unchanged for the entire duration of the Frame Agreement (1 year).

The Financial offer is to be submitted as per the Financial Offer Form (Annex B). Bids that have a different price structure may not be accepted.

The following details shall be provided for each item:

Unit costs: The bidder shall quote unit price both EXW including V.A.T 18% (where applicable), transportation cost to specified refugee settlements and all other applicable taxes. Any **quantity** or other discounts (e.g., volume discounts) shall be clearly indicated.

You are requested to hold your offer valid for 60 days from the deadline for submission. WIU will make its best effort to select a company within this period. The pricing model quoted in the Supplier's offer will remain valid for the duration of the Frame Agreement.

WIU standard payment terms are within 30 days after satisfactory implementation and receipt of documents in order with an e-invoice issued.

The cost of preparing a bid and of negotiating a contract, including any related travel, is not reimbursable nor can it be included as a direct cost of the assignment.

THE SUPPLY OF ASSORTED DRY RATIO FOOD FOR ALL THE REFUGEE SETTLEMENTS

S/N.	DESCRIPTION	UOM	QTY	UNIT PRICE UGX:(EX VAT) To be filled by Bidder	VAT PER UNIT PRICE UGX To be filled by Bidder	UNIT PRICE UGX:(PLUS VAT) To be filled by Bidder	DELIVERY TIME
1	Posho (Fortified)	Kilos	32,707				
	Indicate Brand						

2	Soya (Fortified)	Kilos	17,990				
	Indicate Brand						
3	Mukene (Fortified)	Kilos	14,286				
	Indicate Brand						
4	Sugar	Kilos	7,194				
	Note: Indicate Brand						
Sub Total							
Add 18% V.A.T (If applicable)							
Less discount (if any)							
Transportation cost to Rhino Camp Refugee Settlement in Arua							
Transportation cost to Imvepi Refugee Settlement in Arua							
Transportation cost to Moyo Refugee Settlement in Adjumani							
Add transportation cost to WIU warehouse in Kampala (If applicable)							



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Reference and Date of your offer:

Company Name:

Signature and Official Company Stamp: _____

Name and Contacts of Company's Representatives: _____

Note: In the event of a discrepancy between unit price and total price, the unit price shall prevail



Annex C- Draft Frame Agreement

FRAME AGREEMENT

BETWEEN

WINDLE INTERNATIONAL UGANDA (WIU)

AND

(SUPPLIER)

This Frame Agreement is made by and between (i) Windle Trust Uganda (hereinafter referred to as "(WIU)", with its office at Plot 726, Mawanda Road, Mulago Hill, Kampala, Uganda and (ii) (Supplier's name) WIU and the Supplier are sometimes referred to as the "Parties".

WHEREAS, WIU desires to enter into a non-exclusive Framework Agreement with the Supplier;

WHEREAS, the Supplier agrees to furnish to WIU and WIU agrees to accept, on the terms and conditions set forth in this Agreement, the prices and goods;

NOWHEREFORE, THE PARTIES AGREE ON THE FOLLOWING:

ARTICLE 1

The Supplier shall maintain for the period beginning upon the effective date of this Agreement until.....(date), firm prices, as stipulated herein, as per the attached offer and correspondence (Annex C), for all goods specified in Annex B, hereby incorporated by reference of this Agreement (hereinafter referred to as goods)

Without prejudice to Article 3, WIU shall purchase from the Supplier its requirements for:

(Description and specification of goods)

The Supplier will act as a supplier to WIU and receive orders for part or all of WIU's requirements under this frame agreement. Requirements shall mean any actual purchase that results in expenditure for WIU and does not include programming or planning figures for such requirements.

This Frame Agreement does not constitute a contract for any of the goods as specified hereunder. Only an order in the form of a purchase order as provided for in Article 4 shall obligate WIU to purchase goods as identified therein.

ARTICLE 4

WIU may purchase goods under this Frame Agreement by issuing a purchase order (hereinafter referred to as "PO") identifying with specificity the goods required, delivery terms, packaging and marking requirements and any other special terms and conditions.

ARTICLE 5

All purchases under this Agreement must be made through WIU Kampala Office.

ARTICLE 6

The Supplier shall maintain a stock of(quantity) for immediate delivery and be able to deliver.....(quantity) within a one week period increasing as specified in Annex C. In case of urgency, WIU and the Supplier should discuss and agree on the earliest possible delivery time.

ARTICLE 7

WIU or its representatives may inspect PO Goods at the Supplier's premises giving 24 hours notice to the Supplier. The Supplier shall provide reasonable access and facilitate inspection thereof. The Supplier shall immediately remedy any faults identified by inspection without prejudice to the delivery as established by Article 6.

ARTICLE 8

Notwithstanding Article 9, if the Supplier breaches any term or condition of this Agreement, once a PO has been signed in accordance with Art.4 including but not limited to price and delivery requirements, WIU shall be entitled to immediately purchase substitute Goods from any source and Supplier shall reimburse WIU any reasonable increase in the purchase price.

ARTICLE 9

In cases of force majeure where unforeseeable circumstances beyond the control of either party render impossible performance under this Agreement such performance shall be excused without prejudice.

ARTICLE 10

This Agreement and any POs issued hereunder shall be subject to the WIU Purchase Order General Terms and Conditions, hereby incorporated by reference (Annex D).

ARTICLE 11

This Agreement supersedes all prior oral or written agreements, if any, between the parties and constitutes the entire agreement between the parties with respect to the work performed hereunder.

ARTICLE 12

WIU reserves the right to extend this Agreement at the same conditions for the year Such extension will be notified to the Supplier one month before the expiration of the present Agreement.

ARTICLE 13

Amicable Settlement The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of this Purchase Order or the breach, termination or invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the parties.

Arbitration Any dispute, controversy or claim between the Parties arising out of this Purchase Order or the breach, termination or invalidity thereof, unless settled amicably under the preceding paragraph of this Article within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. *The place of arbitration shall be Kampala.* The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in this Purchase Order, the arbitral tribunal shall have no authority to award interest. The parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

In witness whereof the duly authorized representative of the parties have signed this agreement in duplicate.

For and on behalf of:

WIU

Vendor

Date:

Date:

Annex D- WIU GENERAL CONDITIONS FOR GOODS

General Conditions for the Purchase of Goods (December 2003 version)

1. ACCEPTANCE OF THE PURCHASE ORDER

This Purchase Order may only be accepted by the Supplier signing and returning

an acknowledgement copy of it or by timely delivery of the goods in accordance with the terms of this Purchase Order as herein specified. Acceptance of this Purchase Order shall affect a contract between the Parties under which the rights and Obligations of the Parties shall be governed solely by the terms and conditions of this Purchase Order including these General Conditions. No additional or inconsistent provision proposed by the Supplier shall bind (WIU) unless agreed to in writing by a duly authorized (WIU) official.

2. LEGAL STATUS

The Supplier shall be considered as having the legal status of an independent contractor vis-à-vis (WIU). The Supplier, its personnel and sub-contractors shall not be considered in any respect as being the employees of (WIU). The Supplier shall be fully responsible for all work and services performed by its employees, and for all acts and omissions of such employees.

3. SOURCE OF INSTRUCTIONS

The Supplier shall neither seek nor accept instructions from any authority external to (WIU) in connection with the performance under this Contract. The Supplier shall refrain from any action which may adversely affect (WIU) and shall fulfil its commitments with the fullest regard to the interests of (WIU).

4. EXPLOITATION AND ABUSE OF REFUGEES AND OTHER PERSONS OF CONCERN TO (WIU)

The Supplier warrants that it has instructed its personnel to refrain from any conduct that would adversely reflect on (WIU) and/or the United Nations and from any activity which is incompatible with the aims and objectives of the United Nations or the mandate of (WIU) to ensure the protection of refugees and other persons of concern to (WIU). The Supplier hereby undertakes all possible measures to prevent its personnel from exploiting and abusing refugees and other persons of concern to (WIU). The failure of the Supplier to investigate allegations of exploitation and abuse against its personnel or related to its activities or to take corrective action when exploitation or abuse has occurred, shall entitle (WIU) to terminate this Purchase Order immediately upon notice to the Supplier, at no cost to (WIU).

5. ANTI-PERSONNEL MINES

The Supplier guarantees that it is not engaged in the sale or manufacture, either directly or indirectly, of anti-personnel mines or any components produced primarily for the operation thereof. Any breach of this representation and warranty shall entitle (WIU) to terminate this Purchase Order immediately upon notice to the Supplier, at no cost to (WIU).

6. CHILD LABOUR

The Supplier represents and warrants that neither it, nor any of its suppliers, is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, *inter alia*, required that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health and physical, mental, spiritual, moral or social development. Any breach of this representation and warranty shall entitle (WIU) to terminate this Purchase Order immediately upon notice to the Supplier, at no cost to (WIU).

7. SUB-CONTRACTING

In the event the Supplier requires the services of a sub-contractor, the Supplier shall obtain the prior written approval of (WIU) for all sub-contractors. The Supplier shall be fully responsible for all work and services performed by its sub-contractors and suppliers, and for all acts and/or omissions of such sub-contractors and suppliers and their personnel. The approval of (WIU) of a sub-contractor shall not relieve the Supplier of any of its obligations under this Purchase Order. The terms of any sub-contract shall be subject to and conform with the provisions of this Purchase Order.

8. ASSIGNMENTS

The Supplier shall not assign, transfer, pledge or make other disposition of this Purchase Order or any part thereof or of any of the Supplier's rights, claims or obligations under this Purchase Order except with the prior written consent of (WIU).

9. OFFICIALS NOT TO BENEFIT

The Supplier represents and warrants that no official of (WIU) has been, or shall be, offered by the Supplier any direct or indirect benefit arising from this Purchase Order or the award thereof. The Supplier agrees that breach of this provision is breach of an essential term of this Purchase Order.

10. ENCUMBRANCES/LIENS

The Supplier shall not cause or permit any lien, attachment or other encumbrance by any person or entity to be placed or to remain in any public office or with (WIU) against any monies due or to become due for any work done or materials furnished under this Contract, or by reason of any other claim or demand against the Supplier.

11. EXPORT LICENCE

The Purchase Order is subject to the obtaining of any export license or other governmental authorization that may be required. It shall be the responsibility of the Supplier to obtain such license or authorization. Should the Supplier encounter difficulties in obtaining the required export license or governmental authorization, it shall immediately bring this to the attention of (WIU). (WIU) will, at its

discretion, use its best endeavors to assist.

12. WARRANTY

The Supplier warrants the goods, including the packaging, furnished under this Purchase Order conforms to the specifications of the Purchase Order and is free from damage and defects in workmanship WIU or materials. This warranty is without prejudice to any further guarantees that the Supplier provides to purchasers. Such guarantees shall apply to the goods subject to this Purchase Order.

13. LIQUIDATED DAMAGES

Late delivery, or dispatch outside the agreed schedule, shall be subject, without notice, to an assessment of liquidated damages equivalent to 0.1 percent of the Purchase Order value per day or part thereof. The assessment will not exceed 10 percent of the Purchase Order value. (WIU) has the right to deduct this amount from the Supplier's outstanding invoices, if any. This remedy is without prejudice to any others that may be available to (WIU), including cancellation, for the Supplier's non-performance, breach and/or violation of any term or condition of the Purchase Order. Acceptance of goods delivered late shall not be deemed a waiver of (WIU)'s rights to hold the Supplier liable for any loss and/or damage resulted therefrom, nor shall it act as a modification of the Supplier's obligation to make future deliveries in accordance with the delivery schedule.

14. REJECTION

Under the Purchase Order, (WIU) shall have the right to reject the goods or any part thereof if they do not conform to specifications.

15. INSPECTION

(WIU) or its duly accredited representatives shall have the right to inspect the goods ordered for under this Purchase Order at Supplier's stores, during manufacture, in the ports or places of shipment, and the Supplier shall provide all facilities for such inspection. (WIU) may issue a written waiver of inspection at its discretion. Any inspection carried out by representatives of (WIU) or any waiver thereof shall not prejudice the implementation of the other relevant provisions of this Purchase Order concerning obligations subscribed by the Supplier, such as warranty or specifications. Inspection prior to shipment does not relieve the Supplier from any of its contractual obligations.

16. INTELLECTUAL PROPERTY INFRINGEMENT

The Supplier warrants that the use or supply by (WIU) of the goods sold under this Purchase order does not infringe on any patent, design, trade-name or trade-mark. In addition, the Supplier shall, pursuant to this warranty, indemnify, defend and hold (WIU) and the United Nations harmless from

any actions or claims brought against (WIU) and/or the United Nations pertaining to the alleged infringement of a patent, design, trade-name or trade-mark arising in connection with the goods sold under this Purchase Order.

17. TITLE TO EQUIPMENT

Title to any equipment and supplies that may be furnished by (WIU) shall rest with (WIU) and any such equipment shall be returned to the (WIU) at the conclusion of this Contract or when no longer needed by the Supplier. Such equipment, when returned to (WIU), shall be in the same condition as when delivered to the Supplier, subject to normal wear and tear. The Supplier shall be liable to compensate (WIU) for equipment determined to be damaged or degraded beyond normal wear and tear.

18. USE OF NAME, EMBLEM OR OFFICIAL SEAL OF (WIU) OR THE UNITED NATIONS

Unless authorized in writing by (WIU), the Supplier shall not advertise or otherwise make public the fact that it is a Supplier to (WIU) and/or the United Nations, or use in any manner whatsoever the name, emblem or official seal of (WIU) and/or the United Nations or any abbreviation of the name of (WIU) and/or United Nations for in connection with its business or otherwise.

19. PRIVILEGES AND IMMUNITIES

Nothing contained in this Purchase Order shall be deemed a waiver, express or implied, of any privilege or immunity which (WIU) may enjoy, whether pursuant to the Convention on the Privileges and Immunities of the United Nations, or any other convention or agreement.

20. TAX EXEMPTION

Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, inter alia, that the United Nations, of which (WIU) is an integral part, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize (WIU) exemption from such taxes, duties or charges, the Supplier shall immediately consult with (WIU) to determine a mutually acceptable procedure.

Accordingly, the Supplier authorizes (WIU) to deduct from the Supplier's invoice any amount representing such taxes, duties or charges, unless the Supplier has consulted with (WIU) before the payment thereof and (WIU) has, in each instance, specifically authorized the Supplier to pay such taxes, duties or charges under protest. In that event, the Supplier shall provide (WIU) with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

21. PRIOR NEGOTIATIONS SUPERSEDED BY PURCHASE ORDER

This Purchase Order supersedes all communications, representations, arrangements, negotiations, requests for proposals and proposals related to the subject matter of this Purchase Order.

22. OVERRIDING CLAUSE

In the event of any conflict or inconsistencies between these –General Terms and Conditions for Goods or any other document which forms part of the Purchase Order these Conditions shall prevail except where they have been amended (by specific reference to the relevant clause and paragraph of these Conditions) as provided for herein.

23. AUTHORITY TO MODIFY

Pursuant to the Financial Regulations and Rules of the United Nations, only the Head of Supply Management Service possesses the authority to agree on behalf of (WIU) to any modification of or change in this Purchase Order, to a waiver of any of its provisions or to any additional contractual relationship of any kind with the Supplier. Accordingly, no modification or change in this Purchase Order shall be valid and enforceable against (WIU) unless provided by an amendment to this Purchase Order signed by the Supplier and the Head of the Supply Management Service.

24. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Supplier shall give notice and full particulars in writing to (WIU), of such occurrence or change if the Supplier is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Purchase Order. The Supplier shall also notify (WIU) of any other changes in conditions or the occurrence of any event which interferes or threatens to interfere with its performance of this Purchase Order. On receipt of the notice required under this Article, (WIU) shall take such action as, in its sole discretion; it considers to be appropriate or necessary in the circumstances, including the granting to the Supplier of a reasonable extension of time in which to perform its obligations under this Purchase Order.

If the Supplier is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Purchase Order, (WIU) shall have the right to suspend or terminate this Purchase Order on the same terms and conditions as are provided for in Article 26, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.

Force majeure as used in this provision means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force.

Notwithstanding anything to the contrary in this Purchase Order, the Supplier recognizes that the work and services will be performed under harsh or hostile conditions caused by civil unrest.

Consequently, delays or failure to perform caused by events arising out of, or in connection with, such civil unrest shall not, in and of itself, constitute force majeure under this Purchase Order.

25. DISPUTES – ARBITRATION

Amicable Settlement the Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of this Purchase Order or the breach, termination or invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the parties.

Arbitration Any dispute, controversy or claim between the Parties arising out of this Purchase Order or the breach, termination or invalidity thereof, unless settled amicably under the preceding paragraph of this Article within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. *The place of arbitration shall be Geneva (The place of arbitration shall be Kampala –Uganda)*. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in this Purchase Order, the arbitral tribunal shall have no authority to award interest. The parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

26. TERMINATION OF PURCHASE ORDER

In the case of failure by the Supplier to fulfil its obligations under the terms and conditions of this Purchase Order including but not limited to failure to obtain necessary export licenses, or failure or refusal to make delivery of all or part of the goods by the agreed delivery date or dates, (WIU) may, after giving the Supplier reasonable notice to perform without prejudice to any other rights or remedies, exercise on or more of the following rights:

Procure all or part of the goods from other sources, in which event (WIU) may hold the Supplier responsible for any excess cost occasioned thereby,

Refuse to accept delivery of all or part of the goods,

Cancel this Purchase Order without any liability for termination charges or any other liability of any kind to (WIU).

(WIU) may terminate forthwith this Purchase Order at any time should the mandate or the funding of (WIU) be curtailed or terminated, in which case the Supplier shall be reimbursed by (WIU) for all reasonable costs incurred by the Supplier prior to receipt of the notice of termination.

27. INSOLVENCY AND BANKRUPTCY

Should the Supplier become insolvent or should control of the Supplier change by virtue of insolvency, (WIU) may, without prejudice to any other rights and remedies, terminate this Purchase Order by giving the Supplier written notice of termination. Should the Supplier be adjudged bankrupt, or should the Supplier make a general assignment for the benefit of its creditors, or should a receiver be appointed on account of the Supplier's insolvency, (WIU) may under the terms of this Purchase Order, terminate this Purchase Order forthwith by giving the Supplier written notice of termination.

28. PAYMENT INSTRUCTIONS

(WIU) shall, on the fulfilment of the Delivery Terms, unless otherwise provided in this Purchase Order, make payment by bank transfer within thirty days of receipt of the Suppliers invoice for the goods and copies of any other documentation specified in the Purchase Order. Payment against the invoice referred to above will reflect any discount shown under the payment terms of this Purchase Order, provided payment is made within the period required by such payment terms. The prices shown in this Purchase Order may not be increased except by express written agreement of (WIU).

Documents are to be sent to the address indicated in the Purchase Order.

WINDLE INTERNATIONAL UGANDA (WIU)
Plot 726, Mawanda Road, Mulago Hill, Kampala, Uganda
P.O. Box 24230, Kampala, Uganda

Annex E: Bid Submission Form.

[The Bidder shall fill in this Form in accordance with the instructions indicated, no alterations to its format shall be permitted and no substitutions shall be accepted.]

Date: _____ *[insert date (as day, month and year) of Bid Submission]*

Invitation to Bid No.: _____
[insert No of ITB]

From: _____ *[insert complete name of Bidder]*

We, the undersigned, declare that:

(a) We have examined and have no reservations to the Bidding Documents, including Amendment No.: _____
_____ *[insert the number and issuing date of each Amendment – where applicable];*

(b) We offer to Supply/Carry out the Civil Works in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods/Works and Related Services
_____ *[insert a brief description of the Goods/Works and Related Services];*

(c) The total price of our Bid, excluding any discounts offered in item (d) below, is:
_____ *[insert the total bid price in words and figures, indicating the various amounts and the respective currencies];*

(d) The discounts offered and the methodology for their application are:

Discounts. If our bid is accepted, the following discounts shall apply.
_____ *[Specify in detail each discount offered and the specific item of the Schedule of Requirements to which it applies.]*

Methodology of Application of the Discounts. The discounts shall be applied using the following _____ method:
_____ *[Specify in detail the method that shall be used to apply the discounts];*

(e) Our bid shall be valid for the period _____ days from date of bid submission and it shall remain binding upon us and may be accepted at any time before the expiration of this period;

(f) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

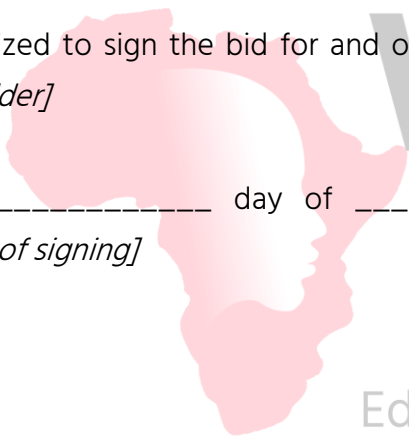
Signed: _____ *[insert signature of person whose name and capacity are shown]*

In the capacity of _____ *[insert legal capacity of person signing the Bid Submission Form]*

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

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

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



Windle
International
Uganda
Education Transforms Society