



DATE: Monday 1st, March 2021

REQUEST FOR PROPOSAL No: WIU/UNHCR/SERVICE/2020/RFP/002

For Provision Of Vehicle Repairs And Maintenance Related Services Under Framework Agreement For The Fleet Of Vehicles Used By WIU Both At Its Head Office And Settlement Offices - Re-Advertised.

CLOSING DATE AND TIME: Thursday 18th, March 2021 – 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.

1.0 INTRODUCTION

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, Kyaka II, Rwamwanja, Kiryandongo, Kyangwali, Rhino Camp-Arua, Adjumani, Moyo, Yumbe, Omugo, Imvepi and Lamwo-Refugee Settlements.

WIU maintains a fleet size of **21** vehicles and **53** Motor Cycles to run its existing operations across the country. Almost all vehicles of the fleet are of Toyota brand and consist of different models. Motor cycles brand are mostly Honda, Bajaj and Yamaha. Three vehicles are based at its Head Office in Kampala and the remaining 18 vehicles are based at different Settlements Offices across the country. WIU intends to contract an experienced Vehicle Repairing Workshops to undertake all types of vehicles and Motor Cycles Repair works for the vehicles/Motor Cycles located at Kampala and at its Settlement Offices.

Scope of activities: The contracted workshops will be responsible to undertake:

- a. Preventive routine maintenance of vehicles.
- b. Periodic overhauling of vehicles.
- c. Major and minor repair works including denting and painting.
- d. Electrical and air-conditioning works.
- e. Any other related works.

2.0 PURPOSE OF ASSIGNMENT:

This Invitation to Bid (ITB) is being issued to select and contract a reputed and experienced Vehicle Repairing and Maintenance Workshop to provide aforesaid services to ensure all WIU vehicles are in operational and roadworthy condition.

2.1 REQUIREMENTS

WIU with funding from UNHCR invites Prequalified Vendors for Repair and Maintenance Services for Motor Vehicles and Motor Cycles to make a firm offer and proposal for Provision of Motor Vehicles and Motor Cycles Repair and Maintenance Services for its fleet of 21 Vehicles and 53 Motor Cycles for a period of one year, (referred to hereinafter as *Services*).

WIU may award Contract with initial duration of three (03) year with possibility to extend the term subject to satisfactory performance. The successful bidder(s) will be requested to maintain their quoted price model for the duration of the contract.

Note:

1. This document is not construed in any way as an offer to contract with your firm.
2. When Contract is awarded, either party can terminate the agreement only upon 60 days (2 months) notice, in writing to the other party.

2.2 TIME- FRAME

The schedule of the contractual process is as follows:

Submission of Proposal: By 14:00 hours on Thursday 18th March '21
Contract Issue: 2-3 weeks from submission of proposal

PLEASE NOTE THAT NO BID WILL BE ACCEPTED AFTER THE STIPULATED CLOSING TIME AND DATE.

2.3 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 provision of vehicle repairs and maintenance related services”** 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: Thursday March 18th, 2021 at 12:00 Hrs

3. BIDDING INFORMATION

3.1 ITB DOCUMENTS

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

Annex A: Terms of Reference - ToR

Annex B: Financial Proposal Form

Annex C: WIU General Conditions of Contract for the Provision of Services

Annex E: Bid Submission Form

3.2 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 wiuprocurement@windle.org or wiu.procurement@windle.org the **deadline for receipt of Questions is 17:00 hrs. (Local time) on 5th March 2021.**

IMPORTANT:

Please note that Bid Submissions are **not** to be sent to the e-mail address above, but rather hand delivered at WIU Head Office - Plot. 726 Mawanda Road, Mulago Hill, Kamwokya

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

3.3 YOUR OFFER

Your offer shall be prepared in English.

Please submit your offer in the form of the Annexes provided.

Your offer shall comprise the following two sets of documents:

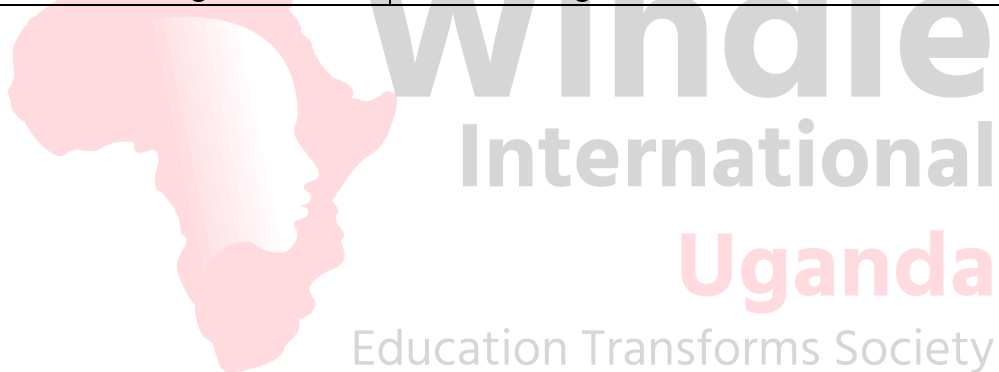
- Technical Offer
- Financial Offer

ANNEX A: Terms of Reference (ToRs)

4.0 TERMS OF REFERENCE:

4.1 Description of Assignment: To provide Vehicle Repairing and Maintenance related services under Framework Agreement for the fleet of Vehicles/Motor Cycles used by WIU. The Vehicles/Motor Cycles are based in the following office locations.

Name of WIU Office	Address
Windle International Head Office	Plot. 726 Mawanda Road Kamwokya - Kampala
Nakivale Settlement Office	Nakivale Refugees Settlement - Mbarara
Oruchinga Settlement Office	Oruchinga Refugees Settlement - Isingiro
Kyaka II Settlement Office,	Kyaka II Refugees Settlement - Kyegegwa District
Rwamwanja Settlement Office	Rwamwanja Refugees Settlement - Kyegegwa District
Kiryandongo Settlement Office	Kiryandongo Refugees Settlement - Kiryandongo District
Kyangwali, Settlement Office	Kyangwali Refugees Settlement - Hoima District
Rhino Camp Settlement Office	Rhino Camp Refugees Settlement - Arua District
Imvepi Settlement Office	Imvepi Refugees Settlement - Arua District
Bidibidi Settlement Office	Bidibidi Refugees Settlement - Yumbe District
Adjumani Settlement Office	Adjumani Refugees Settlement - Adjumani District
Palorinya Settlement Office	Palorinya Refugees Settlement - Moyo District
Lamwo Settlement Refugee	Palabek Refugees Settlement - Lamwo District



4.2 General Instruction of TOR for Vehicle/Motor Cycle Maintenance Service Providers:

1. The Service Provider shall maintain an adequate inventory of parts for those models of vehicles he/she elects to bid service on, and shall have a satisfactory source of supply for such parts as may be needed in the Performance of services.
2. The Service Provider will avail the services of his workshop and give priority to provide WIU vehicles with all necessary repairs and maintenance.
3. The Service Provider shall perform all services in a diligent, skillful and workmanlike manner in strict compliance with the provision of this **TOR and the instruction of WIU consistent with this TOR or** respective contract.
4. The Service Provider shall keep and maintain up to-date records of all services rendered to WIU's vehicles and shall remind WIU on the next service schedule.
5. The Service Provider shall ensure that the mechanics for any repair works are skilled and sufficiently trained on the respective vehicles. Apprentices or unskilled mechanics shall not **carry out any major repairs on WIU vehicles.**
6. Billing procedures shall be in accordance with the following:
 - a) Logistics Assistant of WIU will sign all Maintenance and Repair Orders; any additional services/ repairs other than the work requested should be approved before **the service takes place.**
 - b) The Service provider will issue a Proforma Invoice against the approved Maintenance/Repair Order
 - c) The Service Provider will then be issued with an LPO to proceed with the repair or maintenance works approved
 - d) Immediately after completion of any service, Logistics Assistant shall receive an invoice from the Service provider, which would clearly identify the provided services and attached to the Invoice shall be the LPO.
 - e) All invoices should display **the registration number of the vehicle receiving services/repairs and its location.** Each invoice should have a unique identification number.
7. At any time WIU can request that replaced parts be sent at the vendor's expense to the WIU office for inspection.
8. The costs of Oil, Oil Filter and Fuel Filter are included in service **Level I. The cost of the Oil filter is included in the Service Level II. The costs of air filter, fuel filter, grease and transmission & transfer oil are included in service Level III.** Pricing for each item and the labor rate is shown on the Price Schedule for informational purposes.
9. If the cost of any service to be provided exceeds the quoted price of the respective service in the contract, approval has to be taken from WIU.
10. Payment will be processed on a monthly basis. The Service Provider shall invoice WIU for all services performed in the previous month at the beginning of each calendar month.

11. The vehicles to be serviced are 4X4 vehicles and include, but are not limited to those listed below:

- Toyota Land Cruiser Hardtop
- Toyota Land Cruiser Prado
- Toyota Hilux Double Cabin
- Mitsubishi Double Cabin

12. Record keeping:

All vehicles/motor cycles should have a complete history that includes documentation of all repairs, inspections, and other related maintenance activities. Service Providers shall keep individual files for each vehicle in the fleet that contain the following information:

- Completed I, II, and III level service/ inspection forms
- Work orders for repairs resulting from Preventive Maintenance inspections
- Work orders for as-needed repairs
- Forms indicating any other repairs, overhauls, or rehabilitations

SERVICE LEVELS:

Periodic Inspection and Preventive Maintenance

The periodic inspections are designed to provide checks of all vehicle components, allowing adequate time for the repair of worn or broken parts. Inspection intervals should be determined based on the manufacture recommended mileage. Each successive inspection includes all of the elements of the previous inspection (e.g. the III level inspection has its own elements, as well as those from I and II level inspections.)

Vehicle Preventive Maintenance Programme will fall into three (3) levels of service:

- a. Service/ Inspection Level I 5,000 Kilometers
- b. Service/ Inspection Level II 15,000 Kilometers
- c. Service/ Inspection Level III 35,000 Kilometers

SERVICE LEVEL - I: (Service to be performed every 5,000 Kilometers)

- a. The engine oil to be drained from the crankcase and replaced with quality energy conserving manufacturer recommended engine oil. Price to be based upon 1 liter and quantity will be considered as per manufacturer recommendation. If additional oil is required, it is to be added to the invoice as line item at the unit price quoted in the Price Schedule.
- b. The tyres are to be checked for proper air pressure.
- c. A visual inspection for leakage, deterioration, or abnormal wear is to be made on the following components: drive belt(s), radiator and hoses, shock absorbers, exhaust system, and windshield Wipers.
- d. A check of **all fluid levels**, including but not limited to radiator, power steering, brakes, transmission and windshield washer. Levels **are** to be topped off where necessary (Cost of fluids will be added to the invoice as a line item).
- e. All running and turning lights will be checked and corrected if needed. Cost of lamps will be added to the invoice as a line item.

f. During Service Level 1, if Manufacturer indicates provisions for lubrication, chassis lubrication will be performed. The service will be an additional cost to service Level I and is shown as a separate cost on the price schedule.

SERVICE LEVEL — II: (Service to be performed every 15,000 Kilometers)

- a. All items contained in service level I.
- b. A 'Wheels Off' inspection of all four brakes and components.
- c. Tires are to be rotated according to the pattern set forth in the vehicle owner's manual every 15,000 kilometers.

SERVICE LEVEL — III: (Service to be performed at 35,000 kilometers)

- a. All items contained in service level II.
- b. The Air filter to be replaced with a new genuine filter that meets or exceeds the Manufacturer's recommendations at 35,000 kilometers.
- c. Check, furnish and replace if require grease wheel bearings, transmission and transfer oil. The parts used are to meet or exceed the manufacture recommendations.

5.0 Content of the TECHNICAL OFFER

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.

5.1 Your technical offer should be concisely presented and structured in the following order to include, but not necessarily be limited to, the following information:

a) References

Please provide at least 5 recent references (i.e. Client's names and contact details) to whom you have provided Vehicle/Motor Cycles Repair and Maintenance Services

b) Description of Company and the Company's Qualifications Profile with the following information:

A description of your Company with the following documents

- Name of the Company
- Company line of business and year founded

c) Minimum Requirements:

- Certificate of Registration or Incorporation
- Articles and Memorandum of Association
- Valid trading License
- Current Tax Compliance Certificate
- Tax Registration Certificate
- Power of Attorney

d) Additional Technical Information presented in the BID Submission Form below

ANNEX-B: BID SUBMISSION FORM:

Table A: PART-1: General Information	
1 Details of the Company:	
Name of the Company:	
Postal Address:	
Telephone No.:	
Fax No.:	
Email Address:	
2. Other relevant information:	
Workshop location:	
Number of qualified staff:	
Number of assisting staff:	
Number of laborers:	
Workshop space (M2):	
Parking area space: (For how many vehicles?):	
Working hours (Opening and closing time):	
Available specialized tools (indicate all specialized tools used in the workshop):	
Longest period for the vehicle to stay in the workshop:	
Capacity to replace vehicle when WIU vehicle under maintenance for more than 3 days:	
If above mentioned capacity is available, describe the terms and conditions	
Possibility to import spare parts that are not available in your stores:	
Response to emergency calls:	
Capacity to repair vehicle in the office location or on road (mobile service facility):	
Provision of towing facilities from point of breakdown to Service Provider's workshop within five hours after call or what deems appropriate. Indicate prices depending on locations.	
a) .Indicate in the list below if the services are provided by the workshop (in-house) or render from third party.	
Complete engine overhauling	Complete gearbox overhauling
Electrical inspection and testing	A/C repair and gas filling
Fuel pump repair and overhauling	Inspection pit and/or lift jack
Carwash	Wheel balancing and alignment
Body repair	Towing services
Painting services	Others (if any)
b) . Workshop should propose dedicated contact person (with backup) to coordinate and ensure regular or emergency requirements of WIU are addressed promptly	

IMPORTANT NOTE: Representatives from WIU will visit the Shortlisted Workshops to assess capacity before finalizing any decision.

5.2 Content of the FINANCIAL OFFER

Financial Offer (Price Schedule) for Vehicle/Motor Cycles Maintenance/Repair Services

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.

Table - B: For Vehicle/Motor Cycles Repair / Maintenance/Repair Work

S/N	Description of Services	Quoted Unit Price in UGX			Remarks
		4X4	Pick-Up	Motor Cycles	
A	Service level I				
B	Service level II				
C	Service level III				
	10 Engine				
1.1	Engine general tuning				
1.2	Engine oil and oil filter change				
1.3	Engine overhauling				
1.4	Engine tapped cover seal change				
1.5	Engine top overhauling				
1.6	Fuel injector servicing				
1.7	Replacement of engine head gasket kit				
1.8	Replacement of engine mounting @ 1 Pc				
1.9	Replacement of main oil seal				
1.10	Replacement of oil pump				
1.11	Replacement of spark plugs				
1.12	Replacement of timing kit/ timing belt/ belt tensioned/ timing oil seal				
1.13	Replacement of V -belt/ pulley				

1.14	Replacement of water pump				
1.15	Throttle servicing				
1.16	Vehicle water wash				
	2.0 Engine Cooling System				
2.1	Radiator Service				
2.2	Replacement of Radiator				
2.3	Replacement of Radiator fan motor				
2.4	Replacement of radiator hose pipe				
	3.0 Suspension system				
3.1	Replacement of front shock absorber				
3.2	Replacement of front wheel hobs bearing/ Seal				
3.3	Replacement of hanger bush				
3.4	Replacement of leaf spring blush				
3.5	Replacement of rear axle bearing/ seal				
3.6	Replacement of rear shock absorber				
3.7	Suspension system overhauling				
	4.0 Steering system				
4.1	Replacement of steering box				
4.2	Replacement of steering pump				
4.3	Steering box overhauling				
	5.0 Brake system				
5.1	Brake system check-up, servicing & Necessary Work				
	6.0 Power Train System				
6.1	Change of clutch plate/ pressure plate/ release bearing/ pilot bearing				
6.2	Change of AFT by machine				
6.3	Flywheel turning				
6.4	Replacement of complete gear box				
6.5	Replacement of CV Joint				
6.6	Transmission system check-up & necessary works				

SI #	Description of Services	Quoted Unit Price in UGX			Remarks
		4X4	Pick-Up	Motor Cycle	
	70 Fuel system				
7.1	EFI system check-up & necessary work				
7.2	Fuel filter change				
7.3	Fuel pump, nozzle testing and calibration				
7.4	Fuel system check-up, clean & necessary work				
7.5	Fuel tank open, clean & refitting				
7.6	Replacement of electrical fuel pump				
7.7	Replacement of mechanical fuel pump				
	8.0 Exhaust system				
8.1	EGR system Check up				
8.2	Exhaust manifold open, necessary work and refitting				
8.3	Exhaust system check up				
8.4	Replacement of muffler				
8.5	Replacement of muffler mounting! collar				
	9.0 Computerized Check up				
9.1	Computerized wheel alignment				
9.2	Engine diagnosis/ analysis				

9.3	Wheel balancing (each wheel)				
	10.0 Electrical & AC system				
10.1	NC System check-up & necessary works				
10.2	Alternator/ self-starter motor service/ repair				
10.3	Replacement of alternator/ Self starter				
10.4	Dash board open and refilling of AC				
10.5	Other Works				
	11.0 Body repair & Painting				
11.1	Front bumper painting				
11.2	Full vehicle interior cleaning and dashboard polish				
11.3	Full vehicle painting with major dent				
11.4	Full vehicle painting with running dent				
11.5	Polish complete vehicle outside				
11.6	Rear bumper painting				
11.7	Replacement of front/ rear windshield				
11.8	Replacement of side window glass				
	12.0 Battery and Tyres				

12.1	Replacement of new battery, chain system, odometer system, rear tyre				
12.2	Replacement of shock absorber seal, Hydraulic Gears				
12.3	Replacement of piston kit, engine valve, speed clock, tyre				
12.4	Foot Rest Front Rider				
12.5	Head Lamp case				
12.6	Replacement of clutch plate and odometer unit				
12.7	Replacement of rear and front tyre, tubes, front shock absorber seal, chain system, hydraulic				
12.8	Carburetor Cleaning				
12.9	Replacement of Tappet finger				
12.1.1	Timing Chain, connecting rod bearings				
12.1.2	Brake cables				
12.1.3	Behind Indicator, Necko Bearing, Headlap speedometer guard cover				
12.1.4	Replacement of side meter and wearing				

Your **Financial offer** must contain an overall offer in Uganda Shillings (UGX) inclusive of all applicable taxes and is to be valid for the entire period of the Framework Agreement (in this case **Three year**). Any significant occurrence during the course of the Framework Agreement which may significantly affect the price of any particular item will be dealt with in a case by case basis – with a thorough due process of higher authority approval sought before any service/repair is under taken.

Note: The Financial offer must cover all the services to be provided (price “all inclusive”) and include the following:

- a. An all-inclusive price inclusive of 18% VAT - where applicable
- b. Other costs, indicating nature and breakdown
- c. A proposed schedule of payment, all of which must be clearly expressed and will be paid in Uganda Shillings.

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.

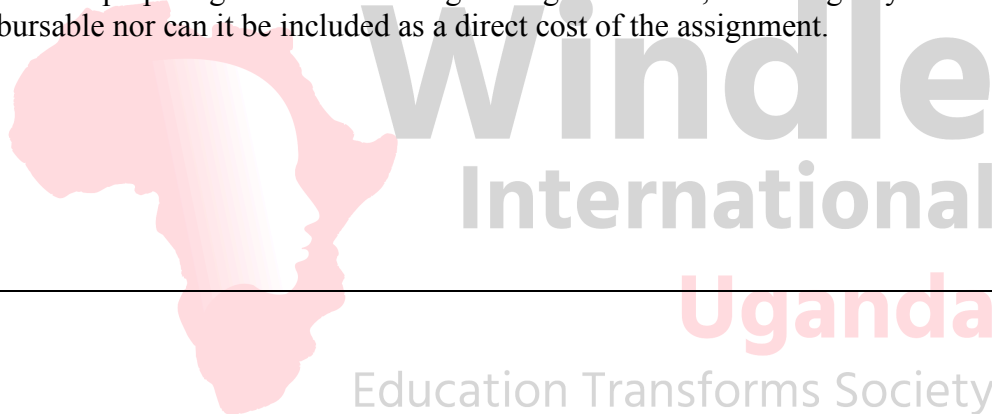


TABLE — C: For Common Spare Price List

NOTE: Bidders should provide quotation for **Genuine Spare Parts for Toyota Vehicles** (WIU uses genuine spare only).

SI #	Description of Spare	Quoted Unit Price in UGX.				Remarks
		4X4	Pick-Up	Motor Cycle		
1	134a Gas for 1 unit					
2	A/C Compressor					
3	A/C Condenser					
4	A/C Discharge pipe					
5	A/C Evaporator					
6	A/C Suction pipe					
7	A/C Receiver dryer					
8	Air Filter					
9	Ball Joint set					
10	Battery @ 1 unit					
11	Brake Fluid (Mfg. recommended) — 500 ml					
12	Clutch Disc					
13	Engine Coolant of 500ml					
14	Engine Mounting @ 1 Pc					
15	Engine Oil (Mfg. recommended) — 1lt					
16	Engine Oil filter					
17	Fan Belt set					
18	Front Brake pad set					
19	Front Shock absorber set					
20	Front Windshield					
21	Hanger Bush set					
22	Head Light bulb @ 1 Pc					
23	Heater Plug per Pc					
24	Main Oil seal					
25	Oil Pump					
26	Pilot Bearing					
27	Pressure Plate					
28	Rack End set					
29	Radiator					

30	Rear Brake pad/shoe set					
31	Rear Shock absorber set					
32	Rear Windshield					
33	Release Bearing					
34	Spark Plug					
35	Stop Light bulb @ 1 Pc					
36	Tie Rod end set					
37	Timing Belt including tensioner, seals					
38	Water Pump					
39	Wiper blade set (front)					
	TOTAL					

NOTE(s):

- a) The Table-A and Table-B should be completely filled with required information.
- b) All amounts will be quoted in Uganda Shilling.
- c) WIU will assume that the bidders will have factored in its offer all causes that may have an influence on the prices over the course of One year when The Framework Agreement is in place.
- d) Payment will be made within 30 days of WIU's acceptance of deliverables.
- e) All payment will be done through bank transfer.
- f) In case of an **advance payment** the amount with detail breakdown and justification will be required. The Contractor will then provide an unconditional guarantee issued by a bank on behalf of the Contractor and in favor of WIU to guarantee either submission of deliverables according to the Contract, or to refund the advance to WIU in case of default by the Contractor. Any charges for such guarantee must be borne by the Contractor.

6.0 EVALUATION CRITERIA AND SUBMISION REQUIREMENTS:

WIU will accept the proposal that presents the best value.

6.1 Evaluation Criteria

The Contract will be awarded to the Bidder who:

- a) Has past experience and good reputation in the market for providing similar services especially to the NGO World.
- b) Has the technical capacity to meet the requirement of WIU
- c) Has a well-equipped workshop and flexible enough to reach out to all WIU's network across the country at short notice and at the most economic value.
- d) Will offer competitive financials.
- e) Submit Bid in compliance with all Instructions and General Terms and Conditions **of this Bid**

6.2 Submission Requirements

- a) This Bid and responses thereto, does not bind WIU to enter into any agreements or contracts with organizations submitting the bid. WIU reserves the right to cancel the bid without assigning any reason whatsoever.
- b) In submitting to this bid the company agrees that **it will accept the** decision of WIU as to whether its bid meets the requirements stated in this ITB.
- c) To enable the interested bidder to submit a bid on the subject assignment, a Bid Submission Form (Annex-B, Table A, B and C) is included as part of this ITB Document to be completed and return with the bid.
- d) The bidders must submit their bids in sealed envelopes marked with "**FOR PROVISION OF VEHICLE/MOTOR CYCLES REPAIRS AND MAINTENANCE RELATED SERVICES UNDER FRAMEWORK AGREEMENT FOR THE FLEET OF VEHICLES/MOTOR CYCLES USED BY WIU BOTH AT ITS HEAD OFFICE AND SETTLEMENT OFFICES under ITB #: WIU/UNHCR/SERVICE/2021/ITB/002. Address to: The Secretary, WIU Procurement Committee Plot. 726 Mawanda Road, Mulago Hill, Kamwokya, P.O. Box 24230, Kampala, Uganda Tel: +256 (0)414 531142/8 | 0393 262951**
- e) The submission must be forwarded by a duly signed covering letter on the agency's headed paper, with initial on each page of the agency's response to this ITB. A duplicate copy of the bid document and offer should be kept by the Company for record.

- f) The sealed envelope with all necessary markings should be hand delivered at **Windle International Uganda Head Office at Plot. 726 Mawanda Road, Mulago Hill, Kamwokya**

7.0 KEY CONTRACT TERMS:

The anticipated contract type is fixed price per service with option for further one year of extension at the WIU's discretion. The initial anticipated contract period is August 2018 through July 2019.

8.0 BID ACCEPTANCE:

- a) WIU reserves the right to reject all proposals, in whole or in part, enter into negotiations with any party, and/or award multiple contracts.
- b) 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.

9.0 CURRENCY AND PAYMENT TERMS FOR PURCHASE ORDERS

Any Purchase Order (PO) issued as a result of this ITB will be made in Uganda Shillings (UGX). Payment will be made in accordance to the General Conditions for the Purchase of Services and in the currency in which the PO is issued. Payments shall only be initiated after confirmation of successful completion of Service deliveries by WIU.

10.0 BID CHANGE POLICY

WIU reserves the right to make minor revisions to this Invitation to Bid (ITB)

All formal changes/alterations to, or requests for, clarification of this ITB must be submitted in writing by e-mail WIU Procurement Department before Thursday 28th June'18.

Information provided verbally will not be considered a fundamental change and will not alter this ITB. Erasures and other changes in the bid must be explained or noted over the authorized signature of the agency.

11.0 ERRORS IN BID

Company must examine all information and all other instructions pertaining to the Bid and failure to do so will be at the company's own risk, and cannot secure relief on the plea of error in any bid offer

12.0 WIU GENERAL CONDITIONS OF CONTRACTS FOR THE PROVISION OF SERVICES

Please note that the General Conditions of Services (**Annex C**) 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

Annex C: WIU GENERAL CONDITIONS FOR SERVICES

General Conditions for the Purchase of Goods

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 effect 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 facilitates 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 RFP]*

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.

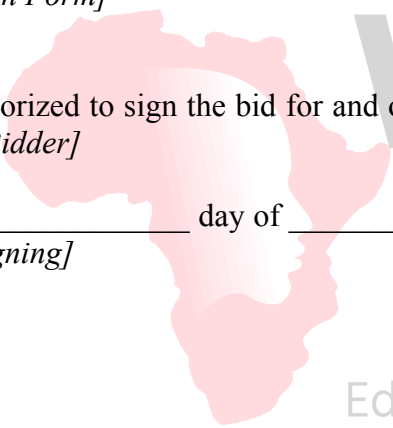
Signed: _____ *[insert signature of person whose name and capacity are shown]*

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]*



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Uganda
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