



Federal Ministry
for Economic Cooperation
and Development

BMZ



MAAIF

Ministry of Agriculture
Animal Industry and Fisheries



Boosting Uganda's
Investment in Livestock
Development



**Vétérinaires
Sans Frontières
Germany**

ILRI

INTERNATIONAL
LIVESTOCK RESEARCH
INSTITUTE



CGIAR

**Tender No.
VSFG/UG/2022/04/001**

**Tender for Supply of Veterinary
Public Health Equipments**

11th May 2022

Table of Contents

Tender reference No.: VSF/UG/2022/04/001	3
Form 2: Joint Venture Partner Information Form	18
Form 3: Bid Submission Form.....	18
Form 5: Price and Completion Schedule - Related Services.....	18
Form 6: Manufacturer’s Authorization Form.....	18
Form 9: Bid-Securing Declaration.....	18
1. List of Goods and Delivery Schedule	29
2. Delivery and Completion Schedule.....	29
3. Technical Specifications	29
4. Drawings	29
5. Inspections and Tests	29
6. Eligible Countries	29
Notes for Preparing the Schedule of Supply	30
PART 3 – Contract.....	38
1. Contract Agreement	51

Invitation for Tenders

Tender reference No.: VSFG/UG/2022/04/001

Tender Name: Tender for Supply of Veterinary Public Health Equipments

- 1.1.1 VSF Germany invites sealed tenders for the supply of the following: -
 - i) Cleaning equipments
 - ii) Meat handling equipments
 - iii) Testing consumables

- 1.2 Interested eligible candidates may obtain further information from VSF Germany's offices in Naguru during normal working hours.

- 1.3 A complete set of tender documents may be obtained by interested candidates from VSF Germany offices in Naguru or via email address kampala@vsfg.or during normal working hours or down loaded from VSF Germany's website www.vsfg.org.

- 1.4 Prices quoted should be net inclusive of all taxes, must be in **Uganda Shillings**. The prices shall remain valid for 90 days from the closing date of the tender.

- 1.5 Completed tender documents are to be enclosed in plain sealed envelopes marked only with reference number and deposited in the Tender Box at VSF Germany's office in Naguru, Plot No. 21 Naguru Drive.

- 1.6 Bids will be opened immediately thereafter in the presence of the candidates or their representatives who choose to attend at VSF Germany Naguru office at 10:00am on June 1st 2022.

Chairman

Tender Committee

Section I. Instructions to Bidders

A. General**1 Description of the contract/Bid**

The tender is for the Supply of the following products divided into various lots: -

Lot Number	Item Description	No. of Units
VSFG/UG/2022/04/001/01	Cleaning equipments for butchers, pork joints and slaughter houses	Various
VSFG/UG/2022/04/001/02	Meat handling equipments and facilities	Various
VSFG/UG/2022/04/001/03	Testing consumables	Various

2 Scope of Bid

- 2.1 The Purchaser indicated in the bidding data sheet (BDS), issues these bidding documents for the supply of goods and related services incidental. The name, identification, and number of lots are provided in the BDS.
- 2.2 Throughout these Bidding Documents:
- (a) The term "in writing" means communication in written form (e.g. by mail, e-mail, fax) with proof of receipt;
 - (b) If the context so requires, "singular" means "plural" and vice versa; and
 - (c) "Day" means calendar day;
 - (d) The "Purchaser" means VSF Germany

3 Source of Funds and Payments

- 3.1 VSF Germany is implementing Boosting Uganda's Investment in Livestock Development (BUILD) program, funded by BMZ through ILRI in Uganda.
- 3.2 Payment of any contract results from this bidding will be made by VSF Germany

4 Fraud and Corruption

- 4.1 This bidding is made under the procurement procedures for VSF Germany which requires compliance with ethical procurement norms in regard to corrupt and fraudulent practices.
- (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;
 - (ii) "fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;
 - (iii) "collusive practice" means a scheme or arrangement between two or

- more bidders, with or without the knowledge of the purchaser, designed to establish bid prices at artificial, non-competitive levels; and
- (iv) "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract.
 - (b) will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question;
 - (c) will sanction a firm or individual, including declaring them ineligible, either indefinitely or for a stated period of time, to be awarded a VSF Germany implemented project if it at any time determines that they have, directly or through an agent, engaged, in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a VSF Germany implemented project; and
 - (d) will have the right to require that a provision be included in the Bidding Documents and in the contracts awarded under projects implemented by VSF Germany, requiring bidders, suppliers, contractors and consultants to permit VSF Germany to inspect their accounts and records and other documents relating to the Bid submission and contract performance.

5 Eligible Bidders

- 5.1 This Invitation for Bidding is open to all eligible bidders indicated in the Bid Data Sheet.
- 5.2 A Bidder shall not have a conflict of interest. All bidders found to have a conflict of interest shall be disqualified. Bidders may be considered to have a conflict of interest with one or more parties in this bidding process, if they:
 - (a) are or have been associated in the past, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under these Bidding Documents; or
 - (b) Submit more than one bid in this bidding process, except for alternative offers permitted. However, this does not limit the participation of subcontractors in more than one bid;
- 5.3 A Bidder that is under a declaration of ineligibility, suspension or debarment by VSF Germany and or ILRI at the time of contract award, shall be disqualified.
- 5.4 Bidders shall provide such evidence of their continued eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request.

6 Eligible Goods and Related Services

- 6.1 All the Goods and Related Services to be supplied under the Contract and implemented by VSF Germany may have their origin in any country except those that the organization may specify.
- 6.2 For purposes of this Clause, the term "goods" includes commodities, raw material, machinery, equipment, and industrial plants; and "related services" includes services such as insurance, installation, training, and initial maintenance.
- 6.3 The term "origin" means the country where the goods have been mined, grown, cultivated, produced, manufactured or processed; or, through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

Contents of Bidding Documents

7 Sections of Bidding Documents

7.1 The Bidding Documents consist of Parts 1, 2, 3 and 4, which include all the Sections indicated below, and should be read in conjunction with any Addendum issued in accordance with ITB Clause 8.

PART 1 Bidding Procedures

- Section I. Instructions to Bidders (ITB)
- Section II. Bidding Data Sheet (BDS)
- Section III. Evaluation and Qualification Criteria
- Section IV. Bidding Forms

PART 2 Supply Requirements

- Section V. Schedule of Requirements

PART 3 Contract

- Section VI. General Conditions of Contract (GCC)
- Section VII. Special Conditions of Contract (SCC)
- Section VIII. Contract Forms

7.2 The Invitation for Bids issued by the Purchaser is not part of the Bidding Documents.

7.3 The Purchaser is not responsible for the completeness of the Bidding Documents and their addendum, if they were not obtained directly from the Purchaser.

7.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents. Failure to furnish all information or documentation required by the Bidding Documents may result in the rejection of the bid.

8 Clarification of Bidding Documents

8.1 A prospective Bidder requiring any clarification of the Bidding Documents shall contact the Purchaser in writing at the Purchaser's address specified in the bid data sheet. The Purchaser will respond in writing to any request for clarification, provided that such request is received no later than five (5) days prior to the deadline for submission of bids. The Purchaser shall forward copies of its response to all those who have acquired the bidding documents directly from it, including a description of the inquiry but without identifying its source. The purchase may deem it necessary to amend the bidding documents as a result of a clarification.

9 Amendment of Bidding Documents

9.1 At any time prior to the deadline for submission of bids, the Purchaser may amend the bidding documents by issuing addendum.

9.2 Any addendum issued shall be part of the Bidding Documents and shall be communicated in writing to all who have obtained the Bidding Documents directly from the Purchaser.

9.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Purchaser may, at its discretion, extend the

deadline for the submission of bids.

Preparation of Bids

10 Cost of Bidding

- 10.1 The bidder shall bear all costs associated with the preparation and submission of its bid, and the purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 10.2 If needed, the bidder, at the bidder's own responsibility and risk, is encouraged to visit and examine the site of installation and its surroundings and obtain all information that may be necessary for preparing the bid. The costs of visiting the Site shall be at the bidder's own expense.

11 Language of Bid

- 11.1 The tender bid, all correspondence and documents relating to the tender exchange by the tenderer and VSF Germany, shall be written in **English language**.
- 11.2 Any document that is not in **English** shall have a translated version.

12 Documents Comprising the Bid

- 12.1 The Bid shall comprise the following:
 - (a) Bid Submission Form and the applicable Price Schedules,
 - (b) Bid Securing declaration or bid security if required;
 - (c) Documentary evidence that the Goods and Related Services conform to the bidding documents;
 - (d) Documentary evidence establishing the bidder's qualifications to perform the contract if its bid is accepted; and
 - (e) Statutory documents of the applicant. This shall include, but not limited to:
 - o Company profile
 - o Certificate of Registration
 - o Tax Identification Number (TIN)
 - o VAT Registration
 - o Letter of recommendation from the banker/s indicating bank, branch and bank account.
 - o At least Three Trade References and Letters of Recommendation
 - (f) Any other document specified in the bidding data sheet.

13 Bid Submission Form and Price Schedules

- 13.1 The Bidder shall submit the bid submission form using the form furnished in Section IV, Bidding Forms. This form must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.
- 13.2 The Bidder shall submit the Price Schedules for Goods and Related Services, according to their origin as appropriate, using the forms furnished in Section IV, Bidding Forms.

14 Bid Prices and Discounts

- 14.1 The prices and discounts quoted by the Bidder in the Bid Submission Form and in the Price Schedules shall conform to the requirements specified below.
- 14.2 All lots and items must be listed and priced separately in the Price Schedules. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items. Lots or items not listed in the price schedule shall be assumed to be not included in the bid.
- 14.3 The price to be quoted in the Bid Submission Form shall be the total price of the bid, excluding any discounts offered.
- 14.4 The Bidder shall quote any unconditional discounts and indicate the method for their application in the bid submission form.
- 14.5 Prices shall be quoted in Uganda Shillings unless otherwise stated in bid data sheet, inclusive of all taxes and duties (Carriage and Insurance paid to Kampala).
- 14.6 Prices quoted by the Bidder shall be fixed during the bidder's performance of the Contract and not subject to variation on any account unless otherwise agreed.

15 Bid Security

- 15.1 The Bidder shall furnish as part of its bid, a bid-securing declaration, if required, as specified in the bid data sheet.
- 15.2 Where a bid-securing declaration is required any bid not accompanied by a substantially responsive bid securing declaration shall be rejected by the Purchaser as non-responsive.
- 15.3 Bid Securing Declaration executed:
 - (a) if a bidder withdraws its bid during the period of bid validity specified by the bidder on the bid submission form, except as provided in instruction to bidders or
 - (b) if the successful bidder fails to:
 - (i) sign the Contract
 - (ii) furnish a performance security
- 15.4 Bid-securing declaration of a joint venture leader must be in the name of the joint venture that submits the bid. If the joint venture has not been legally constituted at the time of bidding, the bid-securing declaration shall be in the names of all future partners as named in the letter of intent mentioned.

16 Format and Signing of Bid

- 16.1 The Bidder shall prepare a complete documents comprising the bid as described in instruction to bid
- 16.2 The tender document be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder.
- 16.3 All Pages of the tender document shall be initialized by an authorized person in the tendering firm
- 16.4 Any interlineation, erasures, or overwriting shall be valid only if they are signed or initialled by the person signing the Bid.

Submission and Opening of Bids

17 Submission, Sealing and Marking of Bids

- 17.1 Bidders shall enclose the bid documents in well-sealed envelopes.
- 17.2 Sealed envelopes shall bear the following:
 - (a) be addressed to the Purchaser as follows:

Tender No. VSFG/UG/2022/04/001**The Chairman****Tender Committee,****VSF Germany, Kampala, Uganda**

- (b) bear a warning not to open before the time and date for bid opening
- 17.3 If all envelopes are not sealed and marked as required, the Purchaser will assume no responsibility for the misplacement or premature opening of the bid which will be rejected.

18 Deadline for Submission of Bids

- 18.1 Bids must be received by the Purchaser at the address and no later than the date and time specified in the BDS.
- 18.2 The Purchaser may, at its discretion, extend the deadline for the submission of bids by amending the bidding documents in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

19 Late Bids

- 19.1 The Purchaser shall not consider any bid that arrives after the deadline for submission of bids. Any bid received by the Purchaser after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder upon its request and on its cost.

20 Withdrawal, Substitution, and Modification of Bids

- 20.1 A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written, duly signed by an authorized representative. The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:
- (a) submitted (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked "Withdrawal," "Substitution," or "Modification;" and
 - (b) received by the Purchaser prior to the deadline prescribed for submission of bids.
- 20.2 Bids requested shall be returned unopened to the Bidders upon its request and on its cost.
- 20.3 No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Submission Form or any extension thereof.

21 Bid Opening

- 21.1 The Purchaser shall conduct the bid opening at the address, date and time specified in the bid data sheet. Any specific electronic bid opening procedures required if electronic bidding is permitted in accordance with ITB Sub-clause 21.1 shall be as specified in the BDS.
- 21.2 First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening. Next, envelopes marked "SUBSTITUTION" shall be opened and read

out and exchanged with the corresponding Bid being substituted, and the substituted Bid shall not be opened, but returned to the Bidder. No Bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at bid opening. Envelopes marked "MODIFICATION" shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid opening. Only envelopes that are opened and read out at Bid opening shall be considered further.

- 21.3 All other envelopes shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the Bid Prices, including any discounts and alternative offers; the presence of a Bid Security or Bid-Securing Declaration, if required; and any other details as the Purchaser may consider appropriate. Only discounts and alternative offers read out at Bid opening shall be considered for evaluation. No Bid shall be rejected at Bid opening except for late bids, bids not accompanied by bid security, unsealed bids, and bids received through channels other than the designated Tender box.
- 21.4 The Purchaser shall prepare a record of the Bid opening that shall include, at minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification; the Bid Price, per lot if applicable, including any discounts, and alternative offers if they were permitted; and the presence or absence of a Bid Security or Bid-Securing Declaration, if one was required. The Bidders' representatives who are present shall be requested to sign the attendance sheet. A copy of the record shall be distributed to all Bidders who submitted bids in time, and posted online when electronic bidding is permitted.

Evaluation and Comparison of Bids

22 Confidentiality and intentional influence

- 22.1 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 publication of the Contract Award.
- 22.2 Any effort by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and post-qualification of the bids or contract award decisions will result in the rejection of its Bid.
- 22.3 Notwithstanding from the time of bid opening to the time of Contract Award, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, it should do so in writing.

23 Clarification of Bids

- 23.1 To assist in the examination, evaluation, comparison and post-qualification of the bids, the purchaser may, at its discretion, ask any bidder for a clarification of its bid. Any clarification submitted by a bidder in respect to its bid and that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing. No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the Evaluation of the bids.

24 Responsiveness of Bids

- 24.1 The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself.
- 24.2 A substantially 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, reservation, or omission is one that:
- (a) affects in any substantial way the scope, quality, or performance of the goods and related services specified in the contract; or
 - (b) limits in any substantial way, inconsistent with the bidding documents, the Purchaser's rights or the bidder's obligations under the contract; or
 - (c) if rectified would unfairly affect the competitive position of other bidders presenting substantially responsive bids.
 - (d) If a bid is not substantially responsive to the bidding documents, it shall be rejected by the purchaser and may not subsequently be made responsive by the bidder by correction of the material deviation, reservation, or omission.

25 *Non-conformities, Errors, and Omissions for substantially responsive bid*

- 25.1 Provided that a bid is substantially responsive, the purchaser may waive any non-conformities or omissions in the Bid that do not constitute a material deviation.
- 25.2 Provided that a bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
- 25.3 Provided that the Bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis:
- (a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;
 - (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
 - (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.
- 25.4 If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified and its Bid Security may be forfeited or its Bid-Securing Declaration executed.

26 *Preliminary Examination of Bids*

- 26.1 The Purchaser shall examine the bids to confirm that all documents and technical documentation requested have been provided, and to determine the completeness of each document submitted.
- 26.2 The Purchaser 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) Bid Submission Form
 - (b) Price Schedules
 - (c) Bid Security or Bid Securing Declaration

27 Examination of Terms and Conditions; Technical Evaluation

- 27.1 The Purchaser shall examine the bid to confirm that all terms and conditions specified in the general contract condition and standard contract conditions have been accepted by the bidder without any material deviation or reservation.
- 27.2 The Purchaser shall evaluate the technical aspects of the bid submitted to confirm that all requirements specified have been met without any material deviation or reservation.
- 27.3 If, after the examination of the terms and conditions and the technical evaluation, the purchaser determines that the bid is not substantially responsive, it shall reject the Bid.

28 Evaluation of Bids

- 28.1 The Purchaser shall evaluate each bid that has been determined, up to this stage of the evaluation, to be substantially responsive.
- 28.2 To evaluate a bid, the purchaser shall only use all the factors, methodologies
- 28.3 To evaluate a Bid, the purchaser shall consider the following:
 - (a) Scoring and evaluation form
 - (b) the bid price as quoted
 - (c) price adjustment for correction of arithmetic errors
 - (d) price adjustment due to discounts offered
 - (e) Adjustments due to the application of the evaluation criteria specified in the BDS from amongst those set out in Section III, Evaluation and Qualification Criteria.
- 28.4 The Purchaser's evaluation of a bid may require the consideration of other factors, in addition to the Bid Price quoted. These factors may be related to the characteristics, performance, sustainability and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of bids, unless otherwise specified in Section III, Evaluation and Qualification Criteria.
- 28.5 If so specified in the BDS, these Bidding Documents shall allow Bidders to quote separate prices for one or more lots, and shall allow the Purchaser to award one or multiple lots to more than one Bidder. The methodology of evaluation to determine the lowest-evaluated lot combinations, is specified in Section III, Evaluation and Qualification Criteria.

29 Comparison of Bids

- 29.1 The Purchaser shall compare all substantially responsive bids to determine the lowest-evaluated bid, in accordance with ITB Clause 32.

30 Post-qualification of the Bidder

- 30.1 The Purchaser shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive bid is qualified to perform the Contract satisfactorily.
- 30.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the bidder and site visit where need be.
- 30.3 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 the Purchaser shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

31 *Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids*

- 31.1 The Purchaser 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 award, without thereby incurring any liability to Bidders.

Award of Contract

32 *Award Criteria*

- 32.1 The Purchaser shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily. We value offers that consist of sustainable innovations and that provide the best total cost of ownership option to the programme.

33 *Purchaser's Right to Vary Quantities at Time of Award*

- 33.1 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section V, Schedule of Requirements, provided this does not exceed the percentages specified in the BDS, and without any change in the unit prices or other terms and conditions of the bid and the Bidding Documents.

34 *Notification of Award*

- 34.1 Prior to the expiration of the period of bid validity, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted.
- 34.2 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.
- 34.3 Upon the successful Bidder's furnishing of the signed Contract, the Purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security where applicable.

35 *Signing of Contract*

- 35.1 Promptly after notification, the Purchaser shall send the successful Bidder the Agreement and the Special Conditions of Contract.
- 35.2 Within the number of days specified in the BDS after receipt of the Agreement, the successful Bidder shall sign, date, and return it to the Purchaser.

Section II. Bidding Data Sheet (BDS)

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

ITB Clause Reference	A. General									
ITB 1.1	The Purchaser is: VSF GERMANY									
ITB 1.1	<p>The name of the Bid: Procurement of Veterinary Public Health equipments</p> <p>The identification number of the Bid: VSF/UG/2022/04/001</p> <p>The number and identification of lots (contracts) comprising this ICB is: three (3)</p> <table border="1" data-bbox="407 737 1404 982"> <thead> <tr> <th data-bbox="407 737 808 793">Lot Number</th> <th data-bbox="808 737 1404 793">Item Description</th> </tr> </thead> <tbody> <tr> <td data-bbox="407 793 808 871">VSF/UG/2022/04/001/01</td> <td data-bbox="808 793 1404 871">Cleaning equipments for butchers, pork j and slaughter houses</td> </tr> <tr> <td data-bbox="407 871 808 928">VSF/UG/2022/04/001/02</td> <td data-bbox="808 871 1404 928">Meat handling equipments and facilities</td> </tr> <tr> <td data-bbox="407 928 808 982">VSF/UG/2022/04/001/03</td> <td data-bbox="808 928 1404 982">Testing consumables</td> </tr> </tbody> </table>		Lot Number	Item Description	VSF/UG/2022/04/001/01	Cleaning equipments for butchers, pork j and slaughter houses	VSF/UG/2022/04/001/02	Meat handling equipments and facilities	VSF/UG/2022/04/001/03	Testing consumables
Lot Number	Item Description									
VSF/UG/2022/04/001/01	Cleaning equipments for butchers, pork j and slaughter houses									
VSF/UG/2022/04/001/02	Meat handling equipments and facilities									
VSF/UG/2022/04/001/03	Testing consumables									
ITB 2.1	The Fund is: BMZ									
ITB 4.3	Bidders will be checked against international sanction lists and any sanctioned bidders will not be considered for any award.									
	B. Contents of Bidding Documents									
ITB 7.1	<p>For Clarification of bid purposes only, the Purchaser's address is:</p> <p>Attention: Chairman, Tender Committee</p> <p>Town: Kampala</p> <p>Country: Uganda. Telephone: +256256 (0) 392081154/5</p> <p>Electronic mail address: kampala@vsfg.org, copy william.kasamba@vsfg.org</p> <p>Requests for clarification should be received by the Purchaser no later than: 5 days from the date of invitation.</p>									
	C. Preparation of Bids									
ITB 10.1	The language of the bid is: English									

	All correspondence exchange shall be in English language .
ITB 11.1 (f)	The Bidder shall submit the following additional documents in its bid: <ul style="list-style-type: none"> (a) the Specification (including Schedule of Requirements and Technical Specifications) (b) the completed Schedules (including Price Schedules)
ITB 13.1	Alternative Bids shall be considered.
ITB 14.5	Prices shall be quoted in Uganda Shillings, exclusive of all taxes and duties
ITB 14.7	Prices quoted for each lot (contract) shall correspond at least to 100% of the items specified for each lot (contract). Prices quoted for each item of a lot shall correspond at least to 100% of the quantities specified for this item of a lot.
ITB 16.3	In this section you need to list (if required) list of spare parts or special tools necessary for the proper and continuing functioning of the goods for a given period of time. If applicable, please add here
ITB 17.1 (a)	After sales service is: Not required
ITB 18.1	The bid validity period shall be 90 days.
ITB 19.1 & 19.2	A Bid Security shall be required. The amount and currency of the bid security shall be 1% of the bid price in Uganda Shillings Or Bidders may sign Bid Securing Declaration, Form No 9
ITB 20.1	One original copy shall be submitted
	D. Submission and Opening of Bids
ITB 21.1	Bidders shall not have the option of submitting their bids electronically. Bids should be submitted by hand as explained in ITB 22.1 below before/by the stated closing date/time.
ITB 21.1 (b)	Bidders shall not have the option of submitting their bids electronically.
ITB 21.2 (c)	The inner and outer envelopes shall bear the following additional identification marks: No additional identification marks

ITB 22.1	<p>For bid submission purposes, the Purchaser's address is:</p> <p>Attention: Chairman, Tender Committee,</p> <p>Street Address: VSF Germany, Naguru Plot No. 21 Naguru Drive - Naguru</p> <p>The deadline for bid submission is: 20th May 2022</p> <p>Time: 12:00hrs, East Africa Time</p>
ITB 25.1	<p>The bid opening shall take place at:</p> <p>Street Address: VSF Germany, Naguru Plot No. 21 Naguru Drive - Naguru</p> <p>Time: 10:00hrs, East Africa Time on 1st May 2022.</p>
ITB 25.1	<p>Electronic bid submission is not permitted in accordance with ITB sub-clause 21.1.</p>
E. Evaluation and Comparison of Bids	
ITB 32.3(d)	<p>The adjustments shall be determined using the following criteria, from amongst those set out in Section III, Evaluation and Qualification Criteria:</p> <ul style="list-style-type: none"> (a) Deviation in Delivery schedule: No. (b) Deviation in payment schedule: No. (c) the cost of major replacement components, mandatory spare parts, and service: No. (d) the availability in the Purchaser's Country of spare parts and after-sales services for the equipment offered in the bid Yes, Name and provide contacts of authorized dealers. (e) the projected operating and maintenance costs during the life of the equipment No. (f) the performance and productivity of the equipment offered; No
ITB 32.5	<p>Bidders are allowed to quote for one or more lots so long as the quote is for a complete lot.</p> <p>Evaluation will be done for Lots</p> <p>Bids will be evaluated lot by lot. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items. An item not listed in the Price Schedule shall be assumed to be not included in the bid, and provided that the bid is substantially responsive, the average price of the item quoted by substantially responsive bidders will be added to the bid price and the equivalent total cost of the bid so determined will be used for price comparison.</p>

F. Award of Contract	
ITB 37.1	The maximum percentage by which quantities may be increased is: 30% The maximum percentage by which quantities may be decreased is unlimited.
ITB 39.2	The successful Bidder shall sign, date, and return the Agreement to the Purchaser within 7 days after receipt of it.

Section IV. Bidding Forms

Table of Forms

Form 2: Joint Venture Partner Information Form	21
Form 3: Bid Submission Form	22
Form 5: Price and Completion Schedule - Related Services	25
Form 6: Manufacturer's Authorization Form	27
Form 9: Bid-Securing Declaration	28

Form 1: Bidder Information Form

[The Bidder shall fill in this Form in accordance with the instructions indicated below. 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]*

Tender No.: *[insert number of bidding process]*

Page _____ of _____ pages

1. Bidder's Legal Name <i>[insert Bidder's legal name]</i>
2. In case of joint venture (JV), legal name of each party: <i>[insert legal name of each party in JV]</i>
3. Bidder's actual or intended Country of Registration: <i>[insert actual or intended Country of Registration]</i>
4. Bidder's Year of Registration: <i>[insert Bidder's year of registration]</i>
5. Bidder's Legal Address in Country of Registration: <i>[insert Bidder's legal address in country of registration]</i>
6. Bidder's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i>

7. Attached are copies of original documents of: *[check the box(es) of the attached original documents]*

- Articles of Incorporation or Registration of firm named in 1, above, in accordance with ITB Sub-Clauses 4.1 and 4.2.
- In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB Sub-Clause 4.1.
- In case of government owned entity, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB Sub-Clause 4.5.
- Tax clearance
- VAT registration certificate
- Membership of Chamber of commerce
- Bank Statement
- Sole Agency Certificate (if applicable)
- Import registration (if applicable)
- Others

Form 2: Joint Venture Partner Information Form

[The Bidder shall fill in this Form in accordance with the instructions indicated below].

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

Tender No: *[insert number of bidding process]*

Page _____ of _____ pages

1. Bidder's Legal Name: <i>[insert Bidder's legal name]</i>
2. JV's Party legal name: <i>[insert JV's Party legal name]</i>
3. JV's Party Country of Registration: <i>[insert JV's Party country of registration]</i>
4. JV's Party Year of Registration: <i>[insert JV's Party year of registration]</i>
5. JV's Party Legal Address in Country of Registration: <i>[insert JV's Party legal address in country of registration]</i>
6. JV's Party Authorized Representative Information Name: <i>[insert name of JV's Party authorized representative]</i> Address: <i>[insert address of JV's Party authorized representative]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers of JV's Party authorized representative]</i> Email Address: <i>[insert email address of JV's Party authorized representative]</i>
7. Attached are copies of original documents of: <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation or Registration of firm named in 2, above, in accordance with ITB Sub-Clauses 4.1 and 4.2. <input type="checkbox"/> In case of government owned entity, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB Sub-Clause 4.5.

Form 3: 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]*

Tender No.: *[insert number of bidding process]*

Invitation for Bid No.: *[insert No of IFB]*

Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: *[insert complete name of Purchaser]*

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda No.: *[insert the number and issuing date of each Addenda];*
- (b) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods and Related Services *[insert a brief description of the Goods 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];*
- (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 of time specified in ITB Sub-Clause 18.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 22.1,

and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

- (f) We have no conflict of interest in accordance with ITB Sub-Clause 4.2;
- (g) Our firm, its affiliates or subsidiaries—including any subcontractors or suppliers for any part of the contract—has not been declared ineligible by the Country, under Country laws or official regulations, in accordance with ITB Sub-Clause 4.3;
- (h) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*

Name of Recipient	Address	Reason	Amount
_____	_____	_____	_____
_____	_____	_____	_____

(If none has been paid or is to be paid, indicate "none.")

- (i) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.
- (j) 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]*

ID#: Date and place of issue:

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

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

Form 4: Price Schedule Form

[The Bidder shall fill in these Price Schedule Forms in accordance with the instructions indicated. The list of line items in column 1 of the **Price Schedules** shall coincide with the List of Goods and Related Services specified by the Purchaser in the Schedule of Requirements.]

				Date: _____				
				Tender No: _____				
				Alternative No: _____				
				Page N° _____ of _____				
1	2	3	4	5	6	7	8	9
Line Item N°	Description of Goods	Delivery Date	Quantity	physical unit	Unit price DDP¹	Total price per line item (Col. 4 × 6)	Country of Origin	Brand / Trade Mark
[insert number of the item]	[insert name of Good]	[insert quoted Delivery Date]	[insert number of units to be supplied]	[insert name of the physical unit]	[insert unit price]	[insert total price per line item]	[insert name of country of origin]	[insert Brand/Trade mark name]

¹ Carriage and Insurance Paid To, Name of Destination: price if goods will be delivered and duties will be paid.

Total Price: Goods	
---------------------------	--

Form 5: Price and Completion Schedule - Related Services

	Date: _____ Tender No: _____ Alternative No: _____ Page N° _____ of _____
--	---

1	2	3	4	5	6	7
Service N°	Description of Services	Country of Origin	Delivery Date at place of Final destination	Quantity and physical unit	Unit price ²	Total Price per Service (Col. 5 x 6 or estimate)³
<i>[insert number of Lots and Items under each lot]</i>	<i>[insert name of Services]</i>	<i>[insert country of origin of the Services]</i>	<i>[insert delivery date at place of final destination per Service]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert unit price per item]</i>	<i>[insert total price per item]</i>

² If a related service is free, put zero

³ If a related service is free, put zero

Total Price: Related Services						

Name of Bidder: *[insert complete name of Bidder].*

Signature of Bidder: *[signature of person signing the Bid]*

Date: *[insert date]*

Form 6: Manufacturer's Authorization Form

Date:

To: *[name of the Purchaser]*

WHEREAS *[name of the Manufacturer]* who are established and reputable manufacturers of *[name and/or description of the goods]* having factories at *[address of factory]*

I hereby authorise *[name and address of Agent]* to submit a Bid, and subsequently negotiate and sign the Contract with you against IFB No. *[reference of the Invitation to Bid]* for the above Goods manufactured by us.

We hereby extend our full guarantee and warranty as per Clause 15 of the General Conditions of Contract for the goods offered for supply by the above firm against this Invitation for Bids.

[signature for and on behalf of Manufacturer]

Note: This letter of authority should be on the letterhead of the Manufacturer and should be signed by a person competent and having the power of attorney to bind the Manufacturer. It should be included by the Bidder in its Bid.

Form 9: Bid-Securing Declaration

[The Bidder shall fill in this Form in accordance with the instructions indicated.]

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

Tender No.: *[insert number of bidding process]*

Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: *[insert complete name of Purchaser]*

We, the undersigned, declare that:

1. We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration.
2. We accept that we will automatically be suspended from being eligible for bidding in any contract with the Purchaser for the period of time of *2 years* starting on *[8th February 2016]*, if we are in breach of our obligation(s) under the bid conditions, because we:
 - (a) have withdrawn our Bid during the period of bid validity specified by us in the Bidding Data Sheet; or
 - (b) having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the ITB.
3. We understand this Bid Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of a copy of your notification of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of our Bid.
4. We understand that if we are a Joint Venture, the Bid Securing Declaration must be in the name of the Joint Venture that submits the bid. If the Joint Venture has not been legally constituted at the time of bidding, the Bid Securing Declaration shall be in the names of all future partners as named in the letter of intent.

Signed: *[insert signature of person whose name and capacity are shown]* In the capacity of *[insert legal capacity of person signing the Bid Securing Declaration]*

Name: *[insert complete name of person signing the Bid Securing Declaration]*

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

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

Section V. Schedule of Requirements**Contents**

1.	List of Goods and Delivery Schedule	31
2.	Delivery and Completion Schedule	34
3.	Technical Specifications.....	35
4.	Drawings.....	36
5.	Inspections and Tests	37
6.	Eligible Countries.....	Fehler! Textmarke nicht definiert.

Notes for Preparing the Schedule of Supply

The Schedule of Supply shall be included in the bidding documents by the Purchaser, and shall cover, at a minimum, a description of the goods and services to be supplied and the delivery schedule.

The objective of the Schedule of Supply is to provide sufficient information to enable bidders to prepare their bids efficiently and accurately, in particular, the Price Schedule, for which a form is provided in Section IV. In addition, the Schedule of Requirements, together with the Price Schedule, should serve as a basis in the event of quantity variation at the time of award of contract pursuant to ITB Clause 37.1.

1. List of Goods and Delivery Schedule				
Lot No.: VSF/UG/2022/04/001/01				
Lot Name: Cleaning equipments for butchers, pork joints and slaughter houses				
Item No.	Name of Goods or Related Services	Description	Unit of Measurement	Quantity
1	Buckets	20 Litre buckets with covers	Pieces	300
2	Cleaning towels	Assorted colours, 12 pieces each pack	Dozens	200
3	Liquid soap	5 Litre Jerry cans	Jerry cans	300
4	Alcohol spray pumps	Pumps with holders	Pieces	500
5	Face masks	Cloth, reusable branded with project logos (BUILD and VSFG Logos)	Pieces	1400
6	Overalls	Generic Unisex, Cloth, Long sleeves, short sleeves, Work type, different sizes L, M,XL,XXL	Pieces	1431
7	Hand washing station	With Plastic tank, tap, foot operated hand washing, 100 litre tank, with soap or disinfectant station	Pieces	50
8	Sanitizers	Saraya, Alcohol based, 1 litre volume	Pieces	50
9	Gum boots	Generic water proof PVC, Rubber, Mixed sizes from 38-43, branded with BUILD and VSFG Logos	Pairs	400
10	Aprons	Generic, rubber apron, branded with BUILD, VSFG, MAAIF and ILRI logos.	Pieces	840
11	Head caps	Generic, cloth, reusable, cooking type, branded with BUILD and VSFG logos	Pieces	840
12	Coats	Generic work wear over coat, Unisex, Cloth, different sizes L, M,XL,XXL	Pieces	840

Lot No.: VSF/UG/2022/04/001/02				
Lot Name: Meat handling equipments and facilities				
Item No.	Name of Goods or Related Services	Description	Unit of Measurement	Quantity
1	Helmet with a torch	Preferably white in colour	Pieces	56
2	Protection helmet	Generic, with face shield, Industrial hard hats	Pieces	1000
3	Sharpening/honing steel	Stainless steel or ceramic or diamond, a minimum length of 12 inches exclusive of the handle, rough steel	Pieces	900
4	Scabbard or belt for knives	That can carry knives and sharpening steel during slaughter	Pieces	500
5	Knives - Bleeding	Stainless steel, plastic handle, approximately 6.7 inch (17cm) - 8 inch (20.32) length, straight knife	Pieces	400
6	Knives - Flaying	Stainless steel, plastic handle, approximately 6 inch (15.24cm) length, skinning knife, curved blade	Pieces	400
7	Knives - Evisceration	Stainless steel, plastic handle, approximately 8 inch (20.32cm) length	Pieces	400
8	Knives - Carcass splitting	Stainless steel, plastic handle, approximately 18 inch (45.72cm) length	Pieces	400
9	Machetes	For butchers, plastic handle, approximately 18 inch (45.72cm) length	Pieces	800
10	Inspection hooks	Mundial Straight Node Hook, Commercial Grade Hook for Meat Inspection, stainless steel, approximately 5.75 inch (14.6 cm) length	Pieces	400

Lot No.: VSF/UG/2022/04/001/03				
Lot Name: Testing consumables				
Item No.	Name of Goods or Related Services	Description	Unit of Measurement	Quantity
1.	Hooks	Fixed stainless hooks,	Pieces	2000
2.	Hog snare	With T-bar and approximately 18-20 inch cable	Pieces	21
3.	First aid kits	Travel type, with essentials already arranged in a butchery environment	Pieces	120
4.	Big first aid kits	Metallic casing, with essentials already arranged in to handle common accidents in a slaughter house	Pieces	20
5.	Leptospira IgG/IgM combo rapid test	CTK Biotech, 30 tests per kit	Kits	40
6.	Typhoid IgG/IgM combo rapid test	CTK Biotech, 30 tests per kit	Kits	40
7.	Needles and syringes	5 and 10ml volume, Sterile with needles	Pieces	1000
8.	Gloves	Powder free, box of 50	Boxes	30
9.	Biohazard bags	Pack of 20 pieces	Packs	5

2. Delivery and Completion Schedule

Item No.	Description of Goods or Related Services	Delivery Schedule	Location	Required Arrival Date of Goods or Completion Date for Related Services
Insert No. of item	insert name and brief description of the goods and the related services to be provided	insert date (dd/mm/yy) before which or duration (days/weeks/months) during which delivery must take place	insert place of destination for goods or site where services shall be performed	insert envisaged arrival date of goods at final destination or desired completion date for related
Lot-1	Cleaning equipments for butchers, pork joints and slaughter houses	July 2022	Naguru, Uganda	15 th July 2022
Lot-2	Meat handling equipments and facilities	July 2022	Naguru, Uganda	15 th July 2022
Lot-3	Testing consumables	July 2022	Naguru, Uganda	15 th July 2022

3. Technical Specifications

Lot No.: VSF/UG/2022/04/001/01				
Lot Name: Cleaning equipments for butchers, pork joints and slaughter houses				
Item No.	Name of Goods or Related Services	Description	Unit of Measurement	Quantity
1	Cleaning equipments	As per list 1 above	Various	Various
Lot No.: VSF/UG/2022/04/001/02				
Lot Name: Meat handling equipments and facilities				
Item No.	Name of Goods or Related Services	Description	Unit of Measurement	Quantity
2	Meat handling equipments and facilities	<i>As per list in 1 above</i>	<i>Various</i>	<i>Various</i>
Lot No.: VSF/UG/2022/04/001/03				
Lot Name: Testing consumables				
Item No.	Name of Goods or Related Services	Description	Unit of Measurement	Quantity
3	<i>Testing consumables</i>	<i>As per list in 1 above</i>	<i>Pieces</i>	<i>Various</i>

4. Drawings

These Bidding Documents includes **no** drawings.

5. Inspections and Tests

The following inspections and tests shall be performed:

List of Inspections and Tests		
Line Item No	Brief Description of Item	Inspection and/or Test
Lot 1	Cleaning equipments for butchers, pork joints and slaughter houses	Quality and quantity of the goods supplied
Lot 2	Meat handling equipments and facilities	Quality and quantity of the goods supplied
Lot 3	Testing consumables	Quality and quantity of the goods supplied

PART 3 – Contract**Section VI. General Conditions of Contract****1 Definitions**

- 1.1 The following words and expressions shall have the meanings hereby assigned to them:
- (a) "Contract" means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
 - (b) "Contract Documents" means the documents listed in the Contract Agreement, including any amendments thereto.
 - (c) "Contract Price" means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.
 - (d) "Day" means calendar day.
 - (e) "Completion" means the fulfilment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
 - (f) "GCC" means the General Conditions of Contract.
 - (g) "Goods" means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.
 - (h) "Government" means the Government of Uganda.
 - (i) "SCC" means the Special Conditions of Contract.
 - (j) "Related Services" means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other such obligations of the Supplier under the Contract.
 - (k) "Purchaser" means the VSF Germany purchasing the Goods and Related Services, as specified in the SCC.
 - (l) "Subcontractor" means any natural person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.
 - (m) "Supplier" means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.
 - (n) "The Project Site," where applicable, means the place named in the SCC.

2 Contract Documents

- 2.1 Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.

3 Fraud and Corruption

- 3.1 It is required that VSF Germany, as well as Bidders, Suppliers, and under various donor funded projects, observes the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy, VSF Germany:
- (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" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;
 - (iii) "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of the purchaser, designed to establish bid prices at artificial, non-competitive levels; and;
 - (iv) "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract;
 - (b) will sanction a firm or individual, including declaring them ineligible, either indefinitely or for a stated period of time, to be awarded by VSF Germany if it at any time determines that they have, directly or through an agent, engaged, in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, any project implemented by VSF Germany.

4 Interpretation

- 4.1 If the context so requires it, singular means plural and vice versa.
- 4.2 Entire Agreement:
The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of the parties with respect thereto made prior to the date of Contract.
- 4.3 Amendment:
No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.
- 4.4 Non-waiver:
 - (a) Subject to GCC Sub-Clause 4.4(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.
 - (b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is

being waived.

4.5 Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

5 Language

5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be written in the language specified in the **SCC**. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified, in which case, for purposes of interpretation of the Contract, this translation shall govern.

5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.

6 Joint Venture, Consortium or Association

6.1 If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfilment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser.

7 Notices

7.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the **SCC**. The term "in writing" means communicated in written form with proof of receipt.

7.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

8 Governing Law

8.1 The Contract shall be governed by and interpreted in accordance with the laws of Country unless otherwise specified.

9 Settlement of Disputes

9.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

9.2 Disputes will be settled in accordance with the arbitration Laws of Uganda.

10 Scope of Supply

10.1 The Goods and Related Services to be supplied shall be as specified in the Schedule of Requirements.

11 Delivery and Documents

- 11.1 Subject to GCC Sub-Clause 29.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements. The details of shipping and other documents to be furnished by the Supplier are specified in the **SCC**.

12 Supplier's Responsibilities

- 12.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 10, and the Delivery and Completion Schedule, as per GCC Clause 11.

13 Contract Price

- 13.1 Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid unless accepted by the purchaser.

14 Terms of Payment

- 14.1 The Contract Price, including any Advance Payments, if applicable, shall be paid as specified in the **SCC**.
- 14.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 11 and upon fulfilment of all other obligations stipulated in the Contract.
- 14.3 Payments shall be made promptly by the Purchaser, but in no case later than thirty (30) days after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it.

15 Taxes and Duties

- 15.1 All prices are inclusive of applicable taxes and duties.

16 Performance Security

- 16.1 If required as specified in the SCC, the Supplier shall, within seven (7) days of the notification of contract award, provide a performance security for the performance of the Contract in the amount specified in the **SCC**.
- 16.2 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 16.3 As specified in the SCC, the Performance Security, if required, shall be in one of the formats stipulated by the Purchaser in the **SCC**, or in another format acceptable to the Purchaser.
- 16.4 The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than twenty-eight (28) days following the date of Completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the **SCC**.

17 Copyright

- 17.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party

18 Confidential Information

- 18.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 18.
- 18.2 The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the performance of the Contract.
- 18.3 The obligation of a party under GCC Sub-Clauses 18.1 and 18.2 above, however, shall not apply to information that:
- (a) the Purchaser or Supplier need to share with VSF Germany or other institutions participating in the financing of the Contract;
 - (b) now or hereafter enters the public domain through no fault of that party;
 - (c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
 - (d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.
- 18.4 The above provisions of GCC Clause 18 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.
- 18.5 The provisions of GCC Clause 18 shall survive completion or termination, for whatever reason, of the Contract.

19 Subcontracting

- 19.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the bid. Such notification, in the original bid or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.
- 19.2 Subcontracts shall comply with the provisions of GCC Clause 3.

20 Specifications and Standards

20.1 Technical Specifications and Drawings

- (a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section V, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin and Country's Standards & Metrology Organization (SSMO) or any other related national body.
- (b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.
- (c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause 29.

21 Packaging and Documents

- 21.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packaging shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 21.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the **SCC**, and in any other instructions ordered by the Purchaser.

22 Insurance

- 22.1 The Goods supplied under the Contract shall be fully insured against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery unless otherwise stated.

23 Inspections and Tests

- 23.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in the **SCC**.
- 23.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place in Uganda as specified in the **SCC**. Subject to GCC Sub-Clause 23.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.
- 23.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 23.2, provided that the Purchaser

bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.

- 23.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.
- 23.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.
- 23.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.
- 23.7 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC Sub-Clause 23.4.
- 23.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to GCC Sub-Clause 23.6, shall release the Supplier from any warranties or other obligations under the Contract.

24 Liquidated Damages

- 24.1 Except as provided under GCC Clause 28, if the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the **SCC** of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in those **SCC**. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 31.

25 Warranty

- 25.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.
- 25.2 Subject to GCC Sub-Clause 20.1(b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.

- 25.3 Unless otherwise specified in the **SCC**, the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the **SCC**, or for eighteen (18) months after the date of shipment from the port or place of loading in the country of origin, whichever period concludes earlier.
- 25.4 The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.
- 25.5 Upon receipt of such notice, the Supplier shall, within the period specified in the **SCC**, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.
- 25.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the **SCC**, the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

26 Patent Indemnity

- 26.1 The Supplier shall, subject to the Purchaser's compliance with GCC Sub-Clause 26.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:
- (a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and
 - (b) the sale in any country of the products produced by the Goods.
- Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.
- 26.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Sub-Clause 26.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.
- 26.3 If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.
- 26.4 The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.
- 26.5 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or

administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

27 Change in Laws and Regulations

- 27.1 Unless otherwise specified in the Contract, if after the date of 28 days prior to date of Bid submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in Country (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract.

28 Force Majeure

- 28.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 28.2 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 28.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

29 Change Orders and Contract Amendments

- 29.1 The Purchaser may at any time order the Supplier through notice in accordance GCC Clause 7, to make changes within the general scope of the Contract in any one or more of the following:
- (a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
 - (b) the method of shipment or packing;
 - (c) the place of delivery; and
 - (d) the Related Services to be provided by the Supplier.
- 29.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be

asserted within twenty-eight (28) days from the date of the Supplier's receipt of the Purchaser's change order.

- 29.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.
- 29.4 Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

30 Extensions of Time

- 30.1 If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 11, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.
- 30.2 Except in case of Force Majeure, as provided under GCC Clause 28, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 24, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 30.1.

31 Termination

31.1 Termination for Default

- (a) The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:
- (i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 30;
 - (ii) if the Supplier fails to perform any other obligation under the Contract; or
 - (iii) if the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption, as defined in GCC Clause 3, in competing for or in executing the Contract.
- (b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 31.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

31.2 Termination for Insolvency.

- (a) The Purchaser may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that

has accrued or will accrue thereafter to the Purchaser

31.3 Termination for Convenience.

- (a) The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- (b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:
 - (i) to have any portion completed and delivered at the Contract terms and prices; and/or
 - (ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

32 Assignment

- 32.1 Neither the Purchaser nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.

Section VII. Special Conditions of Contract

The following Special Conditions of Contract (SCC) shall supplement and / or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

GCC 1.1(i)	The Purchaser is VSF GERMANY
GCC 1.1 (n)	The Project Site(s)/Final Destination(s) is: Naguru, Uganda
GCC 5.1	The language shall be: English
GCC 7.1	For <u>notices</u> , the Purchaser's address shall be: VSF GERMANY Attention: Chairman, Tender Committee Street Address: VSF Germany, Kampala office, Naguru. Plot 21 Naguru Drive. Tel. +256 (0) 392081154/5 Electronic mail address: kampala@vsfg.org
GCC 11.1	Details of Shipping and other Documents to be furnished by the Supplier are: A negotiable bill of lading, a non-negotiable sea way bill, an airway bill, a railway consignment note, a road consignment note, insurance certificate, Manufacturer's or Supplier's warranty certificate, inspection certificate issued by nominated inspection agency, Supplier's factory shipping details etc. The above documents shall be received by the Purchaser before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.
GCC 14.1	GCC 14.1—The method and conditions of payment to be made to the Supplier under this Contract shall be as follows: Payment for Goods and Services shall be made as follows: 1. Payment for Goods supplied from abroad: (i) On Shipment: Thirty (30) percent of the Contract Price of the Goods shipped shall be paid made in favour of the Supplier in a bank in its country, upon submission of documents specified in GCC Clause 11. (ii) On Acceptance: Seventy (70) percent of the Contract Price of Goods received shall be paid within fifteen (15) days of receipt of the Goods upon submission of claim supported by the

	<p>acceptance certificate issued by the Purchaser.</p> <p>2. Payment for Goods and Services supplied from within the Purchaser's country:</p> <p>(ii) On Delivery and Acceptance: One Hundred (100) percent of the Contract Price shall be paid on receipt of the Goods and upon submission of the documents specified in GCC Clause 11. Price shall be paid to the Supplier within thirty (30) days after the date of the acceptance certificate for the respective delivery issued by the Purchaser.</p> <p>1. Invoicing and processing of payment documents:</p> <p><u>invoices and packing list (and if required shipping document) should be processed in the name of:</u></p> <p>VSF Germany</p> <p>Kampala Office, Plot 21 Naguru</p> <p>Contact person: William Kasamba, Operations</p>
GCC 16.1	A Performance Security of 10%: shall not be required
GCC 21.2	The packing, marking and documentation within and outside the packages shall be: Standard packing for each item.
GCC 23.1	The inspections and tests shall be at: Point of delivery in Naguru, Uganda
GCC 25.1	The liquidated damage shall be: 1% per week
GCC 24.1	The maximum amount of liquidated damages shall be: 10 %
GCC 25.3	The period of validity of the Warranty shall be: Minimum 12 months
GCC 25.5	The period for repair or replacement shall be: 7 days.

Section VIII. Contract Forms

Table of Forms

1. Contract Agreement..... 52

1. Contract Agreement

[The successful Bidder shall fill in this form in accordance with the instructions indicated]

THIS CONTRACT AGREEMENT is made

the *[insert: **number**]* day of *[insert: **month**]*, *[insert: **year**]*.

BETWEEN

- (1) *[insert complete name of Purchaser]*, a *[insert description of type of legal entity, for example, an agency of the Ministry of of the Government of { insert name of Country of Purchaser }, or corporation incorporated under the laws of { insert name of Country of Purchaser }]* and having its principal place of business at *[insert address of Purchaser]* (hereinafter called "the Purchaser"), and
- (2) *[insert name of Supplier]*, a corporation incorporated under the laws of *[insert: country of Supplier]* and having its principal place of business at *[insert: address of Supplier]* (hereinafter called "the Supplier").

WHEREAS the Purchaser invited bids for certain Goods and ancillary services, viz., *[insert brief description of Goods and Services]* and has accepted a Bid by the Supplier for the supply of those Goods and Services in the sum of *[insert Contract Price in words and figures]* (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract:
 - (c) This Contract Agreement
 - (d) Special Conditions of Contract
 - (e) General Conditions of Contract
 - (f) Technical Requirements (including Schedule of Requirements and Technical Specifications)
 - (g) The Supplier's Bid and original Price Schedules
 - (h) The Purchaser's Notification of Award
3. This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.

4. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
5. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of *Country* on the day, month and year indicated above.

For and on behalf of the Purchaser

Signed: *[insert signature]*

in the capacity of *[insert title or other appropriate designation]*

in the presence of *[insert identification of official witness]*

For and on behalf of the Supplier

Signed: *[insert signature of authorized representative(s) of the Supplier]*

in the capacity of *[insert title or other appropriate designation]*

in the presence of *[insert identification of official witness]*