



Uganda National Bureau of Standards

Contract

with

EAA Company Ltd

For the

Provision of Pre Export Verification of
Conformity (PVoC) to Standards Services -
Service Providers for used motor vehicles.

Ref No. UNBS/SRVCS/2019-20/00149

Date: May 2020

Contract Forms

Table of Forms

Agreement	3
Appendices	5

Handwritten initials/signature

Agreement

For Success Fee Contract

Procurement Reference No: UNBS/SRVCS/2019-20/00149

This Agreement is made the 26th day of the month of May, 2020, between Uganda National Bureau of Standards (UNBS) of P.● Box 6329, Kampala (hereinafter called the "Procuring and Disposing Entity") and EAA Company Ltd of Nakata Building 101, 1-20-5 Rinkan, Yamato-Shi Kanagawa-Kcn, Japan 242-0003 (hereinafter called the "Provider").

WHEREAS

- (a) the Procuring and Disposing Entity has requested the Provider to provide certain services (hereinafter called the "Services") as defined herein and attached to this Contract;
- (b) the Provider having represented to the Procuring and Disposing Entity that it has the required skills, personnel and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract referred to.
2. In consideration of the payments to be made by the Provider to the Procuring and Disposing Entity as indicated in this Agreement, the Provider hereby covenants with the Procuring and Disposing Entity to provide the Services in conformity in all respects with the provisions of the Contract.
3. The conformity assessment is to be conducted at a fee as prescribed under Schedule 2 of the UNBS (Inspection and Clearance of Imports) Regulations, 2018 per used motor vehicle unit dependent on the Countries of export, of which a net administration fee of USD 40 (Forty United States dollars) per vehicle will be paid to UNBS exclusive of taxes. The Service Provider shall

ensure that it remits the administration fee due to the Client on a monthly basis, by the 10th calendar day of the subsequent month.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

Signed by:

Eng. Dr. Ben Manyindo.
EXECUTIVE DIRECTOR /ACCOUNTING OFFICER
UGANDA NATIONAL BUREAU OF STANDARDS (UNBS).

In the presence of:

Sign:

Name:
Position: **Legal Counsel**

Signed by:


Toyohiko Hashino.
General Manager
EAA Company Ltd.



In the presence of:

Signature:



Name: **Prosper Sugai**
Position: **CEO / Director (EAA Company Limited)**

 

Appendices

Appendix A Statement of Requirements

Statement of Requirements

Procurement Reference Number: UNBS/SRVCS/2019-20/00149

TERMS OF REFERENCE FOR PROVISION OF PRE EXPORT VERIFICATION OF CONFORMITY TO STANDARDS SERVICES - SERVICE PROVIDERS FOR USED MOTOR VEHICLES

1.0 Introduction

Pre-Export Verification of Conformity (PVoC) to Standards is a conformity assessment programme to certify that all used motor vehicles imported into Uganda comply with the applicable Uganda Standard or any other approved specifications and technical regulations before shipment.

Under the PVoC regime, used motor vehicles to be exported to Uganda shall undergo conformity assessment in the country of origin/ supply (Exporting) and a Certificate of Roadworthiness (CRW) is issued demonstrating that the used motor vehicles meet the applicable standards and regulations. Where the products fail to meet the approved specifications, a Nonconformity Report (NCR) shall be issued and such used motor vehicles shall not be allowed importation into Uganda.

The purpose of this tender process is to acquire qualified companies ("Service Provider") to provide Pre-Export Verification of Conformity to Standards on behalf of the Uganda National Bureau of Standards ("Procuring and Disposing Entity") for a contract duration of 3 years (36 months).

2.0 Functions of the Bureau

The functions of the bureau among others include the following –

- (a) formulate national standard specifications for commodities and codes of practice as may from time to time be required;
- (b) require certain products to comply with certain standards in manufacture, composition, treatment or performance and to prohibit substandard goods where necessary;
- (c) enforce standards in the protection of the public against harmful ingredients, dangerous components, shoddy material and poor performance;
- (d) provide for the testing of locally manufactured or imported commodities with a view to determining whether the commodities conform to the standard specification declared under the UNBS Act;

2.1 In the performance of its functions under the UNBS Act, the Bureau shall, so far as practicable, consult and cooperate with anybody, organization or association in Uganda or outside Uganda, having functions similar to those prescribed by the

UNBS Act or relating to industrial or commercial standards generally with a view to furthering the functions of the Bureau.

3.0 Scope of the assignment

1. The Service Provider(s) shall be required to inspect used motor vehicles in accordance with: - the relevant Uganda Standard (US 845: 2018 Code of practice for inspection and testing of used motor vehicles for road worthiness) and as may be amended; the Traffic and Road Safety (Amendment) Act, 2018 with respect to the age limit requirement as well as documentary check of all export related documents.
2. To provide the service of inspection of used motor vehicles in any of the following countries: - Japan, United Arab Emirates (UAE), and United Kingdom (UK) that represents more than 95% of volume of used car exports to Uganda. The Service Provider(s) shall have infrastructure and inspection centres in any of the following countries: - Japan, UAE and the UK at the time of application

3.1 Inspection and /or Verification Services

3.1.1 The Service Provider(s) shall perform verification of conformity of the used motor vehicles to the Uganda Standard US 845: 2018 Code of practice for inspection and testing of used motor vehicles for road worthiness) and regulations approved by the Client (UNBS).

(a) This shall be done within **three (3) working days** of receipt of a formal request from the exporter.

(b) Any delays beyond the agreed delivery of service time shall lead to a written warning. Accrual of **three (3)** such written warnings within a period of **three (3)** months shall lead to suspension of the Service Provider for a period of **one (1)** month. Reoccurrence after suspension will lead to termination of the contract.

(c) The Service Provider(s) shall issue a Certificate for Roadworthiness (CRW) in a format as specified by the Client where the inspected used motor vehicle complies with the standards and regulations approved by the Client.

3.1.2 The Service Provider(s) shall notify the Client of any nonconformity registered at the first point of inspection in a format that will be specified by the Client within **two (2) working days** of discovery of the non-conformity.

3.1.3 The Service Provider(s) shall notify the client of any vehicle found to be radioactive within **24 hours** of discovery of the incident.

3.1.4 In case of any consumer complaint, the Service Provider shall handle the complaint within **three (3) working days** of receipt of complaint. Any delays beyond the agreed time shall lead to a written warning. Accrual of **three (3)** such written warnings within a period of **three (3)** months shall lead to suspension of the Service Provider for a period of **one (1)** month.

Reoccurrence of the non-compliance within three (3) months after suspension will lead to termination of the contract.

- 3.1.5 The Service Provider(s) shall give the exporter/importer an allowance of 30 calendar days to have any non-conformity identified during initial inspection rectified and shall not charge another inspection fee in this period.
- 3.1.6 The Service Provider(s) shall issue a notification of the nonconformity to the exporter and the Client within two (2) working days in a format as specified by the Client where the verified vehicle fails to comply with the standard and regulations approved by the Client.
- 3.1.7 The Service Provider shall issue a Certificate of Roadworthiness or a Non Conformity Report after subsequent re-assessment, within two (2) working days of re-submission / rectification of the non-conformity by the exporter.
- 3.1.8 The Service Provider(s) shall generate and transmit to the Client or its agents/partners, data and reports on conformity assessment activities in a format as specified by the Client.
- 3.1.9 The monthly reports shall be transmitted to the Client by the 3rd working day of the subsequent month.
- 3.1.10 In addition, the Service Provider shall be required to submit to the Client the data generated during conformity assessment in a format as specified by the Client, into the UNBS electronic portal/National electronic Single Window on a daily basis/real time basis.
- 3.1.11 Any delays beyond the agreed delivery of service time shall lead to a written warning. Accrual of three (3) such written warnings within a period of three (3) months shall lead to suspension of the Service Provider for a period of one (1) month. Reoccurrence of the noncompliance after suspension will lead to termination of the contract.
- 3.1.12 The Service Provider shall maintain data of all inspections conducted in an electronic format and an online database for which Client will have real time access to verify the authenticity of the CRWs and view inspection reports.
- 3.1.13 The online database shall also contain requests for inspection from clients, inspection reports, pictures, non-conformity reports (if any) and Certificates of Road Worthiness. The online database shall allow access to data across months. The Service Provider shall share with Client the password(s) to the online database.
- 3.1.14 Failure to meet this obligation shall lead to a written warning. Accrual of three (3) such written warnings within a period of three (3) months shall lead to suspension of the Service Provider for a period of one (1) month. Reoccurrence of the noncompliance after suspension will lead to termination of the contract.

3.1.15 The service provider shall be required to establish a liaison office in Uganda within a period of 2 (Two) months after contract signing.

3.1.16 The staffing in the liaison office shall include Ugandan citizens.

4.0 Standard of Performance

The Service Provider(s) shall perform the services and carry out its obligations in accordance with ISO/IEC 17020: 2012 Conformity Assessment – Requirements for operations of various types of bodies performing inspection as well as the Code of Practice of International Federation of Inspection Agencies and in a non-discriminatory and transparent manner. The Service Provider shall be expected to hold valid certifications and membership respectively.

5.0 Service Delivery Timelines

The Service Provider(s) shall, in consultation with the exporter, schedule and carry out physical inspection of Motor Vehicles within three (3) working days for all shipments upon receipt of duly completed Request for Inspection form and support documentation unless otherwise requested by exporter.

5.1. Any delays beyond the agreed delivery of service time shall lead to a written warning. Accrual of three (3) such written warnings within a period of three (3) months shall lead to suspension of the Service Provider for a period of one (1) month. Reoccurrence of the noncompliance after suspension will lead to termination of the contract.

6.0 Formats of the Certificates

6.1 The service provider shall cooperate with the Client and any other body or person as the Client may determine in order to standardize both the paper and electronic format and contents of the Certificates of Road Worthiness (CRW), Non-Conformity Reports (NCR) and other forms and reports used by the PVoC program in accordance with 3.1 above.

6.2 The Service Provider(s) shall issue a Certificate for Roadworthiness (CRW) in the format to be specified by the Client (in accordance with 3.1 above), where the verified used motor vehicle complies with the standards and regulations approved by the Client. This shall be done within 3 working days of receipt of a formal request from the exporter.

6.3 Any delays beyond the agreed delivery of service time shall lead to a written warning. Accrual of three (3) such written warnings within a period of three (3) months shall lead to suspension of the Service Provider for a period of one (1)

month. Reoccurrence of the noncompliance after suspension will lead to termination of the contract.

7.0 Assessment of Inspection Fees

The conformity assessment is to be conducted at a fee as prescribed under Schedule 2 of the UNBS (Inspection and Clearance of Imports) Regulations, 2018 per used motor vehicle unit dependent on the Countries of export.

The Conformity assessment fees cover documentary verification and Inspection of used motor vehicles only and shall be net of taxes.

7.1 Remittances to UNBS

The conformity assessment is to be conducted at a fee as prescribed under Schedule 2 of the UNBS (Inspection and Clearance of Imports) Regulations, 2018 per used motor vehicle unit dependent on the Countries of export, of which a net administration fee of 40 USD per vehicle will be paid to UNBS.

The Service Provider shall ensure that it remits the administration fee due to the Client on a monthly basis, by the 10th calendar day of the subsequent month.

7.2 Failure to remit administration fee

Failure to remit the administration fee by the 10th day of the subsequent month, a penalty equivalent to 0.05% per day of the amount payable up to a maximum of 10% of the administration fee amount shall be applicable.

8.0 Non Performance

8.1 The following shall constitute non-performance of obligations by the Contractor or Subcontractors and shall attract a penalty equivalent to ten times the inspection fees for the number of cases actually established by the Client (where applicable), but without prejudice to the Client's other rights contained herein or escalation as indicated against each specifically:

- i) delays constituting 5% or more of the monthly inspections
- ii) inspecting used motor vehicles beyond three (3) working days
- iii) issuing CRWs/NCR to the importer/exporter beyond three (3) working days
- iv) failure to make the CRW available to the exporter/ importer before the goods are shipped
- v) transmitting CRWs/NCRs online data to the Client beyond one (1) week from the date of inspection
- vi) failure to resolve a consumer complaint within three (3) working days of receipt of complaint
- vii) failure to transmit monthly reports to the Client by the 3rd working day of the subsequent month.
- viii) failure to submit to the Client the data generated during conformity assessment in a format specified by the Client, into the UNBS electronic portal/National electronic Single Window on a daily basis/real time basis
- ix) failure to maintain data of all inspections conducted in an electronic format and an online database for which Client will have real time access to verify the authenticity of the CRWs and view inspection reports/ documents.

- x) failure to remit the royalties by the 10th day of the subsequent month
- xi) failure to share quarterly and biannual sensitization work plans for approval by the client
- xii) failure to share sensitization reports with the Client on a quarterly basis
- xiii) failure to submit reports, in a format mutually agreed upon between the Client and the Service Provider, within three (3) working days following the end of the period being reported upon.
- xiv) wilful misconduct by the Service Provider in performance of its contractual obligations

9.0 Capacity building and knowledge transfer

It is an important objective of the assignment, that the capacity of the Client and the private sector in the inspection of used motor vehicles be enhanced. The Service Provider(s) is expected to work closely with UNBS to undertake this assignment.

9.1 The Service Provider(s) shall as part of their technical proposal include a detailed and costed phased capacity building program within 3 years of the contract which shall include training, provision of equipment, among others.

9.2 The above capacity building proposal shall be a minimum of USD 100,000 for the 3 years.

9.3 Sensitization

- a) The Service Provider shall be responsible for undertaking biannual awareness raising of the program in the countries of UAE, Japan, UK and Uganda. A work plan to this effect will be shared with the Client and approved within the first quarter of the assignment. The sensitization reports shall be shared with the Client on a biannual basis and shall include photos of the activity, attendance lists and an activity report. In addition to the above, the Service Provider(s) shall continue to raise awareness through frequent print media releases on how the Service Provider(s) can be accessed, how the PVOC program operates, benefits of the PVOC program and progress in implementation. The sensitization shall also cover PVOC processes, procedures, costs and timelines amongst others. The Client's presence at the sensitizations is critical and as such the Service Provider will be required to fully facilitate the presence of at least two of the Client's staff to participate.
- b) The Service Provider shall share all relevant contact and guidance information and documentation by electronic means. A hyperlink will be created on the UNBS website for the contact information of the Service Provider in other export countries.
- c) The Service Provider shall share with Consulates and/or embassies of Uganda in Japan, United Arab Emirates, and the United Kingdom information that used motor vehicles from these countries are required to be assessed for conformity prior to export and also indicate to them their physical locations, fees, procedures amongst others.

Handwritten initials/signature

10.0 Accounting, Supervision and Auditing

10.1 The Service Provider: -

- i) The Service Provider shall maintain records of all conformity assessment activities and fees charged under this contract in a format and content to be specified by the Client. These records shall be made accessible to the Client by the Service Provider in the form of a secure online database so as to permit queries of data as may be required by the Client.
- ii) The Service Provider shall provide timely information in the medium and format specified by the Client to facilitate the auditing of the Service Provider's performance by auditors appointed by the Client. In addition, the Service Provider shall cooperate unconditionally in the auditing exercise by making fully available all PVoC related data and any other information that may be required by the auditors.
- iii) Shall permit the Client or its designated representative periodically (annually) and up to one year from expiration or termination of this contract to inspect the book of accounts and make copies thereof as well as to have them audited by auditors appointed by the Client.
- iv) Shall permit the client to carry out a minimum of one (1) technical Audit and one (1) supervisory visit.
In exceptional circumstances, a maximum of 3 such audits/visits may be undertaken with agreement of both Parties per twelve months' period from commencement. The exceptional circumstances refer to situations where the performance or ability of the Service Provider to render suitable services is questioned by the Client based on complaints the Client would have received from exporters. For clarity each (annual) technical audit shall cover up to a maximum of 3 different geographical locations with each location visited by a team of two technical auditors.
- v) Shall permit the Client to carry out one financial audit every twelve (12) months of the contract period from commencement. For clarity each financial audit will be undertaken at the financial headquarters of the Service Provider by a team of two financial auditors.
- vi) The expenses for the audits shall be paid for as follows:
 - a) Travel expenses from UGANDA to the agreed sites (return air tickets) shall be covered by the Client;
 - b) Full Board and travel expenses within the country where the audit takes place shall be covered by the Service Provider through payment of lump sum annual amount to the Bureau. For clarity, the board rate shall be equivalent to the official Government of Uganda Public Service rate (night out allowance) pertaining at the time of the audit and shall be invoiced by the Client in advance of the activity.
 - c) Service Provider shall cover board [three star (3*) hotel & above] and subsistence for up to three (3) audit days per person (Auditor) for a maximum of two (2) auditors per geographical location visited
 - d) All internal travel and board arrangements/bookings shall be made by the Service Provider(s)

- e) All audits shall be done in consultation with the Service Provider and the Client shall give three (3) weeks advance notice.
- f) In cases where the audits exceed three (3) days, the supplementary costs shall be met by the Client.

11.0 Data, services, personnel and facilities to be provided by UNBS

- a) Client will make available to the Service Provider(s), the UNBS Act and attendant Regulations, UNBS Imports Inspection Manual, UNBS Inspection Guidelines, UNBS Quality standards and any other relevant documents.
- b) Client will offer introductory letters to the Service Provider(s) to enable them fix appointments and liaison with other key institutions and stakeholders for purposes of carrying out this assignment.
- c) Client shall ensure that the Service Provider promptly receives all the relevant Regulations for the assignment upon signing of the contract.
- d) The Service Provider(s) shall at their own expense, supply, maintain and remove upon completion (if appropriate):
 - i) All support personnel required for the Services;
 - ii) Suitable office accommodation, furniture and office equipment together with software required for the Services;
 - iii) All transport required on their part for the provision of the services, including fuel and other consumables;
 - iv) All consumables, including stationery, printer cartridges and the like.
 - v) Training materials, equipment, required for the provision of the training and capacity building component of the services.
- e) Information, which is required for the performance of the services, which is confidential to the Client, and other relevant authorities of the Government of Uganda, shall be released to the Service Provider(s) at the discretion of the Client, and as required by the Laws of Uganda.
- f) The Client shall ensure that the used motor vehicles are not cleared from Ugandan ports without the production of appropriate Certificates of Roadworthiness. The Client will strive to ensure that the Certificate of Roadworthiness forms part of the customs clearance requirements.
- g) The Client shall supply all relevant Uganda Standards for the assignment to the Service Provider free of any charge.

12.0 Reporting Requirements

The reporting requirements shall be as contained herein. These will be modified as the Service Provider develops, in conjunction with the Client, the modalities and formats for reporting on trade, verification activity and motor vehicle road worthiness following the PVoC intervention.

- a) Upon completion of each verification, the Service Provider shall, where the result of the verification are satisfactory in all aspects with regard to safety and road worthiness declared by the supplier, issue a CRW based on the test conducted and/or relevant quality documents which may be presented in advance of the shipment. Every effort shall be made by the Service Provider to make the CRW available to the exporter/ importer before the

Handwritten initials/signatures

goods are shipped. Persistent failure to meet this requirement shall be a ground for termination of the Contract as provided for.

- b) Where the PVoC inspection discloses any discrepancy or failure with respect to the mandatory specifications, which are not rectified before shipment, an NCR shall be issued. The Client shall immediately be notified in all such cases giving elaborate detail on the consignment (motor vehicle description, nature of failure, exporter, country of origin etc).
- c) The Service Provider shall ensure that all the required specifications are assessed against the Uganda Standards US 845 : 2018 Code of practice for inspection and testing of used motor vehicles for road worthiness or agreed specification, are met, and the results disclosed to the client and such results shall be stored in a secure online database.
- d) The results of each verification performed with respect to exports to Uganda shall be recorded on the CRW/NCR in sufficient detail to enable the Client to decide upon the extent of any further action on its part.

12.1 Forms of Reports

12.1.1 The Certificate of Roadworthiness (CRW) Form

The Service Provider shall provide a CRW form in a format as specified by the Client, with all the necessary security features. Electronic forms may also be used as and when agreed between the Service Provider and the Client.

12.1.2 Frequency of Reports

The Service Provider shall provide the following reports, in a format as specified by the Client within three (3) working days following the end of the period being reported upon. Any delays beyond the agreed time shall lead to a written warning. Accrual of three (3) such written warnings within a period of three (3) months shall lead to suspension of the Service Provider for a period of one (1) month. Reoccurrence of the noncompliance after suspension will lead to termination of the contract.

12.1.3 Monthly reports

These shall include but not be limited to;

- a) The number of CRW's issued monthly, their individual and total value by the country of supply and the grand totals for the month.
- b) A report identifying those CRWs relating to verifications conducted
- c) The number of appeals by exporters against the verification findings; the number of appeals accepted, rejected and the quality standard where appeals are accepted. A detailed analytical report shall be attached to the respective certificate issued.
- d) The complaints received and the resolutions of the complaints.
- e) Details of NC reports of the used motor vehicles rejected during inspection because they are substandard or hazardous.
- f) Detailed report of the failure with respect to motor vehicles where corrective actions have been undertaken
- g) The total number of inspected conforming used motor vehicles
- h) The total number of inspected nonconforming used motor vehicles

- i) The total number of rejected used motor vehicles

A template of the required format shall form part of the Contract in order to guide the Service Provider.

12.1.4 Quarterly reports

- a) The total number of inspected used motor vehicles by the Service Provider and their details
- b) The total number of inspected used motor vehicles by the Service Provider, and details of their value by country of export.
- c) The total number of CRWs issued
- d) The total number of NCRs issued
- e) The total rejected units
- f) The total fees earned
- g) Total royalties remitted
- h) Details of Complaints handled
- i) Details of Sensitizations undertaken

12.1.5 Ad hoc reports, as the Client might require.

The Service Provider shall furnish such reports as requested by the Client giving the details specified.

12.1.6 Annual Review Report

The Service Provider shall provide, in a format to be agreed upon between the parties, an annual report, within one month from the anniversary of the commencement date of the Contract, and annually thereafter, giving summaries of the statistics of the monthly reports, quarterly reports and Ad hoc reports. The report shall also give an assessment of the motor vehicle safety/roadworthiness and fiscal effectiveness of the PVoC program and should include proposals for such improvements as considered appropriate.

13.0 Documents Prepared by the Service Provider to be the Property of the Client:

Unless already in the public domain, all plans, drawings, specifications, designs reports, other documents and software prepared by the Service Provider(s) pursuant to the resultant contract shall become the joint property of the Client and the Service Provider.

The Service Provider(s) shall not later than sixty (60) days upon termination or expiration of this contract deliver such document(s) to the client together with a detailed inventory.

14.0 Subcontracting of PVoC Services

The Service Provider may subcontract any part of the PVoC services, provided the Service Provider guarantees that the body subcontracted has the necessary competence to provide the service. The Service Provider shall advise the Client in writing of its intention to subcontract and shall not subcontract without the written consent of the Client. The Service Provider shall take responsibility for the work of the subcontracted entity at any given time. Service providers shall be

required to share their list of subcontractors and inform the Client of the intention to use any one of the sub-contractors.

15.0 Good Faith

The parties undertake to act in good faith respecting each other's rights under this contract and shall adopt all reasonable measures to ensure the realization of the objectives of this contract. If there is any material change in the scope of the contract, the parties shall renegotiate its terms and conditions in good faith.

16.0 Amendments in Legislation

The Client may upon execution of the contract adopt one or several regulations or legislative instruments as appropriate that will set out the requirements for implementation of the program and the obligations of the exporters/importers there under.

16.1 The Client shall inform the Service Provider(s) before making any changes in the Regulations where such changes would alter in any respect the program and shall give the Service Provider(s) 30 days' notice to implement any such change.

17.0 Relationship between the Parties

Nothing contained herein shall be construed as establishing a relationship of master and servant. The Service Provider, subject to this contract, has complete charge of its personnel and subcontractors, if any, performing the services and shall be fully responsible and accountable for the services performed by them or on its behalf.

18.0 Service Delivery Timelines

The Service Provider(s) shall, in consultation with the exporter schedule and carry out physical inspection of motor vehicles within three (3) working days for all shipments upon receipt of duly completed Request for Inspection or Certification (RFC) form and support documentation unless otherwise requested by exporter.

18.1 Any delays beyond the agreed delivery of service time shall lead to a written warning. Accrual of three (3) such written warnings within a period of three (3) months shall lead to suspension of the Service Provider for a period of one (1) month. Reoccurrence of the noncompliance after suspension will lead to termination of the contract.

19.0 Complaints Handling

The Service Provider shall maintain a complaints handling and tracking system. The Service Provider(s) shall respond to complaints from exporters within two (2) working days of receipt of the complaint from the exporter.

19.1 The complaints may be forwarded to the Service Provider(s) from / by the Client, in which case the complaint shall be resolved and a response made to the complainant within three (3) working days of receipt of the complaint,

19.2 The resolution(s) of complaints shall form part of the monthly reports to the Client.

19.3 Any delays beyond the agreed timeline shall lead to a written warning. Accrual of three (3) such written warnings within a period of three (3) months shall lead to suspension of the Service Provider for a period of one (1) month. Reoccurrence of the noncompliance after suspension will lead to termination of the contract.

20.0 Liability of the Service Provider

Where the PVoC Service Provider or their agent issues a CRW in respect of a used motor vehicle and the same is found to be substandard, such service provider shall be liable to the importer or exporter of that motor vehicle to an amount equal to the cost of the used motor vehicle, insurance and freight charges, destruction costs and inspection fees in accordance with the provisions of the contract.

However, the service providers are expected to put in place procedures to ensure that all inspected vehicles are acknowledged by the exporters upon issuance of CRW.

21.0 Remittances to UNBS

The conformity assessment is to be conducted at a fee that is prescribed under Schedule 2 of the UNBS (Inspection and Clearance of Imports) Regulations, 2018 or as may be amended per used motor vehicle unit dependent on the Countries of export, of which an administration fee of 40 USD will be paid to UNBS. The Service Provider shall ensure that it remits the administration fees due to the Client on monthly basis, by the 10th calendar day of the subsequent month.

22.0 Service Provider's Team

It is the Service Provider's obligation to determine the appropriate resource level and team composition that can deliver the assignment. It is however important that the following skills are represented in the team and these skilled staff will be specifically evaluated. The experts for part-time positions shall be deployed based on the methodology and flow of key tasks opted for by the Service Provider. Staff of Ugandan origin would be an added advantage in assessing the bids.

Table 1.0: Schedule of Key Staff

Position	Term	Qualifications/Experience
Team leader / Project Manager	Full time	At least a Bachelor's degree. A minimum of 5 years of experience in conformity assessment services. S/he should be able to interpret specifications laid out in the standards. S/he should have training on ISO 17020 and ISO 9001 principles. Should be proficient in Microsoft Office Tools applications. S/he should be fluent in written and spoken English. (Should attach IELTS certification, if

Position	Term	Qualifications/Experience
		English is not the official language of his nationality, and a certificate of training in ISO 17020 and 9001)
Lead Inspector	full time	At least a bachelor's degree in Mechanical/Auto Engineering. A minimum of 2 years of experience in export inspection. S/he should have demonstrated knowledge in motor vehicle inspection. S/he should have training on ISO 17020 principles. Should be proficient in Microsoft Office Tools applications. S/he should be fluent in written and spoken English. (Should attach IELTS certification, if English is not the official language of his nationality, certificate of award of degree, and a certificate of training in ISO 17020)
Accountant	Part time	A Certified / Professional Accountant with at least 4 years of experience in Auditing. Should be proficient in Microsoft Office Tools applications. S/he should be fluent in written and spoken English. (Should attach IELTS certification, if English is not the official language of his nationality, and professional certificate in Accounting)
Risk Analyst	Part time	At least a bachelor's degree in Risk Management/Analysis, or a field related to inspection of goods. S/he should possess at least 4 years of experience in export inspection business, and 3 years of experience in profiling goods. (Should attached the Bachelor's degree certificate and professional risk analysis certification)
Database Developer	Part time	At least a bachelor's degree in ICT, computer technology or related field. Minimum of 3 years' experience. Experience in at least two computer programming languages, software design and development, integration, testing and roll out.

23.0 Conflict of Interest and other concerns

(i) The Service Provider and its directors and personnel shall not engage in activities that may conflict with their independence of judgement and integrity in relation to their inspection activities. In particular they shall not be engaged in the design, manufacture, supply, installation, purchase, ownership, use or maintenance of the items (motor vehicles) inspected. Note this does not preclude the purchase, ownership or use of inspected items that are necessary for the operations of the Service Provider or the purchase, ownership or use of the items for personal purposes by the personnel. The Service Provider shall not be involved

in sale, import, export, shipping, clearing and forwarding of motor vehicles and accessories during the last 10 years.

(ii) The directors of the Service Provider should not have any interests or ownership or directorship in any companies involved in the design, manufacture, supply, installation, purchase, ownership, sale, import, export, shipping, clearing & forwarding, use or maintenance of the items (motor vehicles) inspected over the last 10 years.

(iii) The Service Provider should have valid ISO 17020 and ISO 9001 certification and must have held such certification uninterrupted for the last 10 years preceding this resultant contract.

24.0 Commencement and duration

The Service Provider shall be required to commence provision of the services under the resultant contract, on March 11, 2020.

24.1 The Service Provider(s) shall provide the services for a period of thirty six (36) calendar months from the date of commencement.

25.0 The Technical Requirements

1. A detailed description of the Service Provider's establishment in the regions/countries for which the firm is proposing to offer the services. This should include addresses and physical locations of offices and branches in the countries in which they intend to provide the service.
2. Organizational structure clearly highlighting the number of staff deployed to provide the inspection services under the proposed services in the region of operation (world-wide) or that the Service Provider is proposing.
3. A recital of the Service Provider's experience in providing similar conformity assessment services. Experience gained by conformity assessment services to regulatory authorities. Provide a brief description of such contracts performed by the company and endorse copies of testimonials from the clients.
4. Qualifications and experience of the company's personnel assigned to perform conformity assessment tasks required under the contract. Provide current curriculum vitae for management and supervisory staff directly involved in the management of the service required. The CVs must have been signed by the owners and countersigned by the firms authorized representative. Use of local content/personnel to be an added advantage.
5. The information communications technology resources and capabilities, clearly detailing how the resources will be deployed to achieve the following objectives:
 - i. Maintenance of records of conformity assessment activities.
 - ii. Secure transmission of daily data in XML format or any other formats to be specified by the Client, and documents and reports resulting from activities under the contract to Client or any other entity as authorized by Client.
 - iii. Enable the Client's designated personnel to view records of inspection/certification therein.
 - iv. Efficiency in customer enquiry and complaint handling

e) A detailed explanation of the risk management system employed by the company in conformity assessment

General Conditions of Contract for the Procurement of Non-Consultancy Services

Table of Clauses

A	General Provisions	21
1	Definitions.....	21
2	Corrupt Practices.....	21
B	The Contract	22
3	Contract Documents.....	22
4	Governing Law.....	23
5	Language.....	23
6	Notices.....	23
7	Assignment.....	23
8	Subcontracting.....	23
9	Change Orders and Contract Amendments.....	23
10	Change in Laws.....	24
11	Taxes and Duties.....	24
12	Force Majeure.....	24
13	Suspension of Assignment.....	25
14	Termination.....	25
15	Cessation of Rights and Obligations or Services.....	27
16	Cessation of Services.....	27
17	Settlement of Disputes.....	27
18	Liquidated Damages.....	27
19	Commencement of Services.....	28
20	Completion Period and Completion of the Services.....	28
C	Obligations of the Procuring and Disposing Entity	28
21	Provision of Information and Assistance.....	28
D	Payment	28
22	Contract Price.....	28
23	Price Adjustments.....	28
24	General Payment Procedure.....	29
25	Advance Payment Guarantee.....	29
E	Obligations of the Provider	30
26	Obligations of the Provider.....	30
27	Eligibility.....	30

28 Code of Conduct.....30
29 Indemnification.....30
30 Insurance to be Taken Out by the Provider31
31 Accounting, Inspection and Auditing.....31
F **Performance of the Services**.....31
32 Scope of Services.....31
33 Provider's Personnel.....32
34 Working hours of the Personnel32
35 Replacement of Personnel.....32
36 Performance Security32

Handwritten initials/signature

General Conditions of Contract for the Procurement of Non-Consultancy Services

A General Provisions

1 Definitions

- 1.1 The headings and titles of these General Conditions of Contract shall not limit, alter or affect the meaning of the Contract.
- 1.2 Unless the context otherwise requires, the following words and terms shall have the meanings assigned to them:
- (a) "Contract" means the Agreement entered into between the Parties and includes the Contract Documents.
 - (b) "Contract Documents" means the documents listed in the GCC, including all attachments, appendices, and all documents incorporated by reference therein, and shall include any amendments thereto.
 - (c) "Contract Price" means the sum stated in the Agreement representing the total amount payable for the provision of the Services.
 - (d) "Day" means working day. "Month" means calendar month.
 - (e) "Eligible Countries" means the countries and territories eligible as listed in the SCC.
 - (f) "GCC" means the General Conditions of Contract.
 - (g) "Party" means the Procuring and Disposing Entity or the Provider, as the case may be, and "Parties" means both of them.
 - (h) "Personnel" means persons engaged by the Provider or by any Sub-contractor as employees and assigned to the performance of the Services or any part thereof;
 - (i) "Procuring and Disposing Entity" means the entity purchasing the Services, as specified in the Agreement.
 - (j) "Provider" 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 Procuring and Disposing Entity and is named as such in the Agreement, and includes the legal successors or permitted assigns of the Provider.
 - (k) "SCC" means the Special Conditions of Contract.
 - (l) "Services" means the services to be performed by the Provider as described in the contract.
 - (m) "Subcontractor" means any natural person, private or government entity, or a combination of the above, including its legal successors or permitted assigns, to whom any part of the Services to be provided or execution of any part of the Services is subcontracted by the Provider.
 - (n) "Tribunal" means the Tribunal established under the Public Procurement and Disposal of Public Assets Act 2003.
- 1.3 The word "Government" shall mean the Government of the Republic of Uganda.
- 1.4 If the context so requires it, singular means plural and vice versa.
- 1.5 Nothing contained herein shall be construed as establishing a relation of master and servant or of principal and agent between the Procuring and Disposing Entity and the Provider.

2 Corrupt Practices

- 2.1 It is the Government of Uganda's policy to require that Procuring and Disposing Entities, as well as Bidders and Providers under Government financed contracts, observe the highest standards of ethics during the procurement and execution of such contracts. In pursuit of this policy, the Government of Uganda:
- a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value, to influence the action of a public official in the procurement process or in contract execution; and
 - (ii) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
 - (iii) "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - (iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - b) will suspend a firm, either indefinitely or for a stated period of time, from being awarded a Government funded contract if it at any time determines that the firm has engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Government funded Contract.
- 2.2 The Provider shall permit the Government of Uganda to inspect the Provider's accounts and records relating to the performance of the Services and to have them audited by auditors appointed by the Government of Uganda, if so required by the Government.
- 2.3 In pursuit of the policy defined in GCC Clause 21, the Procuring and Disposing Entity may terminate a Contract for Services if it at any time determines that corrupt, fraudulent, collusive or coercive practices were engaged in by representatives of the Procuring and Disposing Entity or of a Provider, during the procurement or the execution of that contract, without the Procuring and Disposing Entity having taken timely and appropriate action satisfactory to the Government of Uganda to remedy the situation.

B The Contract

3 Contract Documents

- 3.1 The documents forming the Contract shall be interpreted in the following order of priority:
- (a) Agreement,
 - (b) Provider's Bid as amended by clarifications,
 - (c) Special Conditions of Contract,
 - (d) General Conditions of Contract,
 - (e) Statement of Requirements,
 - (f) any other document listed in the SCC as forming part of the Contract.
- All documents forming the Contract are intended to be correlative, complementary, and mutually explanatory.
- 3.2 No amendment, modification or other variation of the Contract shall be valid

unless an Amendment to Contract is made in writing, is dated, expressly refers to the Contract, and is signed by a duly authorised representative of each party thereto

- 3.3 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.
- 3.4 Any action required or permitted to be taken, and any document required or permitted to be executed, under the Contract by the Procuring and Disposing Entity or the Provider may be taken or executed by the authorised representatives specified in the SCC.
- 3.5 The Contract constitutes the entire agreement between the Procuring and Disposing Entity and the Provider and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

4 Governing Law

- 4.1 The Contract shall be governed by and interpreted in accordance with the laws of Uganda unless otherwise specified in the SCC.

5 Language

- 5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Provider and the Procuring and Disposing Entity, shall be written in English unless specified otherwise in the SCC.

6 Notices

- 6.1 Any notice, request or consent required or permitted to be given or made pursuant to the Contract shall be in writing. Any such notice shall be deemed to have been given when delivered to the authorised representative of the Party at the address specified in the SCC.
- 6.2 A Party may change its address for notice hereunder by giving the other Party notice of such change.

7 Assignment

- 7.1 The Procuring and Disposing Entity or the Provider shall not assign, in whole or in part, their obligations under this Contract, except with the prior written consent of the other party.

8 Subcontracting

- 8.1 The Provider shall request approval in writing from the Procuring and Disposing Entity of all subcontracts awarded under the Contract that are not included in the Contract. Subcontracting shall in no event relieve the Provider from any of its obligations, duties, responsibilities or liability under the Contract.
- 8.2 Subcontracts shall comply with the provisions of GCC Clauses 2 and 27.

9 Change Orders and Contract Amendments

- 9.1 The Procuring and Disposing Entity may at any time request the Provider through notice in accordance with GCC Clause 6, to make changes within the general scope of the Contract.
- 13.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Provider's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Completion

Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Provider for adjustment must be asserted within twenty-eight days from the date of the Provider's receipt of the Procuring and Disposing Entity's change order.

- 13.3 Prices to be charged by the Provider for any additional Services or any related Supplies or Works 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 Provider for similar services.

10 Change in Laws

- 10.1 Unless otherwise specified in the Contract, if after the date of the Bidding Document, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in Uganda or where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Statement of Requirements and/or the Contract Price, then such Statement of Requirements and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Provider has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the contract amendment provisions in accordance with GCC Clause 9 or price adjustment in accordance with GCC Clause 23.

11 Taxes and Duties

- 11.1 The Provider shall bear and pay all taxes, duties, and levies imposed on the Provider, by all municipal, state or national government authorities, both within and outside Uganda, in connection with the provision of the Services to be supplied under the Contract.
- 11.2 For the purpose of the Contract, it is agreed that the Contract Price specified in the Agreement is based on the taxes, duties, levies, and charges prevailing at the date twenty-eight (28) days prior to the date of bid submission in Uganda (called "tax" in this clause). If any tax rates are increased or decreased, a new tax is introduced, an existing tax is abolished, or any change in interpretation or application of any tax occurs in the course of the performance of the Contract, which was or will be assessed on the Provider, its Subcontractors, or their employees in connection with performance of the Contract, an equitable adjustment to the Contract Price shall be made to fully take into account any such change by addition to or reduction from the Contract Price, as the case may be.

12 Force Majeure

- 12.1 For the purposes of the Contract, "Force Majeure" shall mean an event or events which are beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.
- 12.2 Force Majeure shall not include

- (a) any event which is caused by the negligence or intentional action of a Party or such Party's Sub-contractors or agents or employees; nor
 - (b) any event which a diligent Party could reasonably have been expected to both:
 - (i) take into account from the effective date of the Contract; and
 - (ii) avoid or overcome in the carrying out of its obligations; nor
 - (c) insufficiency of funds or failure to make any payment required hereunder.
- 12.3 The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, the Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of the Contract.
- 12.4 A Party affected by an event of Force Majeure shall take all reasonable measures to
- (a) remove such Party's inability to fulfil its obligations hereunder with a minimum of delay; and
 - (b) minimise the consequences of any event of Force Majeure.
- 12.5 A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- 12.6 During the period of their inability to perform the Services as a result of an event of Force Majeure, the Provider shall be entitled to continue to be paid under the terms of the Contract as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Services after the end of such period.
- 12.7 Not later than thirty (30) days after the Provider, as the result of an event of Force Majeure, has become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing appropriate measures to be taken in the circumstances.
- 13 Suspension of Assignment**
- 13.1 The Procuring and Disposing Entity may, by written notice of suspension of the assignment to the Provider, suspend all payments to the Provider hereunder if the Provider fails to perform any of its obligations under the Contract, including the carrying out of the Services, provided that such notice of suspension shall:
- (a) specify the nature of the failure; and
 - (b) request the Provider to remedy such failure within a period not exceeding thirty days after receipt by the Provider of such notice of suspension.
- 14 Termination**
- 14.1 The Procuring and Disposing Entity may, by not less than thirty days written notice of termination to the Provider (except in the event listed in paragraph (f) below, for which there shall be a written notice of not less than sixty days), such notice to be given after the occurrence of any of the events specified in GCC Clause 14.1 (a) to (g), terminate the Contract if:

- (a) the Provider fails to remedy a failure in the performance of its obligations as specified in a notice of suspension of assignment pursuant to GCC Clause 13 within thirty days of receipt of such notice of suspension of assignment or within such other period agreed between the Parties in writing;
- (b) the Provider becomes, or if any of the Provider's Members becomes, insolvent or bankrupt or enters into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary (other than for a reconstruction or amalgamation) in such event, termination will be without compensation to the provider, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Procuring and Disposing Entity;
- (c) the Provider fails to comply with any final decision reached as a result of arbitration proceedings pursuant to GCC Clause 17 hereof;
- (d) the Provider submits to the Procuring and Disposing Entity a statement which has a material effect on the rights, obligations or interests of the Procuring and Disposing Entity and which the Procuring and Disposing Entity knows to be false;
- (e) the Provider is unable as the result of Force Majeure, to perform a material portion of the Services for a period of not less than sixty days;
- (f) the Procuring and Disposing Entity, in its sole discretion and for any reason whatsoever, decides to terminate the Contract; or
- (g) the Provider, in the judgment of the Procuring and Disposing Entity, has engaged in corrupt, fraudulent, collusive or coercive practices in competing for or in executing the Contract.
- (h) where the Tribunal direct that a contract should be terminated.

14.2. Termination for Convenience

- (a) The Procuring and Disposing Entity, by notice sent to the provider, may terminate the Contract, in whole or in part at any time, for its convenience. The notice of Termination shall specify that the termination is for the Procuring and Disposing Entity's convenience, the extent to which performance of the provider under the Contract is terminated, and the date upon which such termination becomes effective.
- (b) The Supplies that are complete and ready for shipment within twentyeight (28) days after the Provider's receipt of notice of termination shall be accepted by the Procuring and Disposing Entity at the Contract terms and prices. For the remains supplies, the Procuring and Disposing Entity 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 Provider an agreed amount for partially completed Supplies and related services and for materials and parts previously procured by the provider.

14.3 The Provider may, by not less than thirty days written notice to the Procuring and Disposing Entity, such notice to be given after the occurrence of any of the events specified in GCC Clause 14.2 (a) to (d) terminate the Contract if:

- (a) the Procuring and Disposing Entity fails to pay any money due to the Provider pursuant to the Contract and not subject to dispute pursuant to GCC

- Clause 17 within thirty days after receiving written notice from the Provider that such payment is overdue;
- (b) the Procuring and Disposing Entity is in material breach of its obligations pursuant to the Contract and has not remedied the same within thirty days (or such longer period as the Provider may have subsequently approved in writing) following the receipt by the Procuring and Disposing Entity of the Provider's notice specifying such breach;
 - (c) the Provider is unable as the result of Force Majeure, to perform a material portion of the Services for a period of not less than sixty days; or
 - (d) the Procuring and Disposing Entity fails to comply with any final decision reached as a result of arbitration pursuant to GCC Clause 17 hereof.
- 14.4 If either Party disputes whether an event specified GCC Clauses 14.1 or GCC Clause 14.2 has occurred, such Party may, within thirty days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to GCC Clause 17 and the Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.
- 15 Cessation of Rights and Obligations or Services**
- 15.1 Upon termination of the Contract pursuant to GCC Clause 14, or upon completion of the Services pursuant to GCC Clause 20 hereof, all rights and obligations of the Parties hereunder shall cease, except:
- (a) such rights and obligations as may have accrued on the date of termination or completion;
 - (b) the obligation of confidentiality set forth in GCC Clause 3;
 - (c) the Provider's obligation to permit inspection, copying and auditing of their accounts and records set forth in GCC SubClause 2.2; and
 - (d) any right which a Party may have under the Governing Laws.
- 16 Cessation of Services**
- 16.1 Upon termination of the Contract by notice of either Party to the other pursuant to GCC Clause 14 the Provider shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum.
- 17 Settlement of Disputes**
- 17.1 The Procuring and Disposing Entity and the Provider 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 or interpretation thereof.
- 17.2 If the parties fail to resolve such a dispute or difference by mutual consultation within twenty-eight days from the commencement of such consultation, either party may require that the dispute be referred for resolution in accordance with the Arbitration and Conciliation Act 2000 of Uganda or such other formal mechanism specified in the SCC.
- 18 Liquidated Damages**
- 18.1 If so stated in the SCC, the Provider shall pay liquidated damages to the Procuring and Disposing Entity at the rate per day stated in the SCC for each day that the Completion Date is later than the Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the SCC.

The Procuring and Disposing Entity may deduct liquidated damages from payments due to the Provider. Payment of liquidated damages shall not affect the Provider's liabilities.

- 18.2 If the Completion Date is extended after liquidated damages have been paid, the Procuring and Disposing Entity shall correct any overpayment of liquidated damages by the Provider by adjusting the next payment certificate.

19 Commencement of Services

- 19.1 The Provider shall commence the Services within the time period after the date of the Agreement whichever is the earlier which shall be detailed in the SCC.
- 19.2 If the Contract has not become effective within such time period after the date of Contract stated in GCC Sub-Clause 19.1, either Party may, by not less than four weeks' written notice to the other Party, declare the Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

20 Completion Period and Completion of the Services

- 20.1 The period for the completion or the period within which the Services are required to be performed shall be detailed in the SCC. The completion period shall commence from the date of the commencement of the Services detailed in GCC Sub-Clause 19.1.
- 20.2 The completion of the Services shall be in accordance with the Agreement.

C Obligations of the Procuring and Disposing Entity

21 Provision of Information and Assistance

- 21.1 The Procuring and Disposing Entity shall supply the Provider with any information or documentation at its disposal which may be relevant to the performance of the contract. Such documents shall be returned to the Procuring and Disposing Entity at the end of the period of the Contract.
- 21.2 The Procuring and Disposing Entity shall issue to its employees, agents and representatives all such instructions as may be necessary or appropriate to facilitate the prompt and effective performance of the Services.
- 21.3 The Procuring and Disposing Entity shall give the Provider access to its premises, where required for the performance of the Services, and assist the Provider with any security documentation necessary at the premises where the Services are to be performed in accordance with the Contract.

D Payment

22 Contract Price

- 22.1 The Contract Price shall be as specified in the Agreement subject to any additions and adjustments thereto, or deductions therefrom, as may be made pursuant to the Contract.
- 22.2 The Contract Price shall include the total cost for performing the Services and shall include payments for all Personnel, materials and supplies used for the Services and any other overhead or incidental costs except any costs specifically excluded and described in the SCC.
- 22.3 The Contract Price shall be paid in accordance with the payment schedule in the SCC.
- 22.4 The Contract Price may only be increased if the Parties have agreed to additional payments by contract amendment in accordance with GCC Clause 9.

23 Price Adjustments

23.1 Contracts shall be at fixed prices which shall not be revised or varied.

24 General Payment Procedure

24.1 In consideration of the Services performed by the Provider under the Contract, the Procuring and Disposing Entity shall make to the Provider such payments in such manner as is provided by the Contract.

24.2 Payments made by the Procuring and Disposing Entity shall be made in response to requests for payment made by the Provider. The Provider's request for payment shall be made to the Procuring and Disposing Entity in writing by production of an invoice supported by the documentation required and as specified in the SCC.

24.3 Unless otherwise specified in the SCC, payments shall be made by the Procuring and Disposing Entity, no later than thirty days after submission of a request for payment by the Provider and its certification by the Procuring and Disposing Entity. The Procuring and Disposing Entity shall certify or reject such requests for payment within five days from receipt. Where such payment requests are rejected, the Procuring and Disposing Entity shall promptly advise the Provider of the reasons for rejection.

24.4 The Procuring and Disposing Entity shall not unreasonably withhold any undisputed portion of a request for payment. The Procuring and Disposing Entity shall notify the Provider of the inadmissibility of a request for payment due to an error, discrepancy, omission or any other reason so that the Parties may resolve such error, discrepancy, omission or other fault and agree a solution to enable payment of the corrected request for payment. Only such portion of the request for payment that is inadmissible may be withheld from payment. Should any discrepancy be found to exist between actual payment made and costs authorised to be incurred by the Provider, the Procuring and Disposing Entity may add or subtract the difference from any subsequent payments.

24.5 Any amount which the Procuring and Disposing Entity has paid or caused to be paid which is in excess of the amounts actually payable in accordance with the provisions of the Contract, shall be reimbursed by the Provider to the Procuring and Disposing Entity within thirty days after receipt by the Provider of a notice thereof. Any such claim by the Procuring and Disposing Entity for reimbursement must be made within twelve months after receipt by the Procuring and Disposing Entity of a final statement approved by the Procuring and Disposing Entity.

25 Advance Payment Guarantee

25.1 Unless otherwise stated in the SCC, where any payment is made in advance of performance of Services, payment of the advance payment shall be made against the provision by the Provider of a bank guarantee or an on demand insurance bond with proof of re-insurance, for the same amount, and shall be valid for the period stated in the SCC.

25.2 Should the advance payment guarantee cease to be valid and the Provider fails to re-validate it, a deduction equal to the amount of the advance payment may be made by the Procuring and Disposing Entity from future payments due to the Provider under the contract.

25.3 If a Contract is terminated for any reason, the guarantee securing the advance may be invoked in order to recover the balance of the advance still owed by the

Provider.

E Obligations of the Provider

26 Obligations of the Provider

- 26.1 The Provider shall perform the Services under the contract with due care, efficiency and diligence, in accordance with best professional practices.
- 26.2 The Provider shall respect and abide by all laws and regulations in force. The Provider shall indemnify the Procuring and Disposing Entity against any claims and proceedings arising from any infringement by the Provider, its sub-contractors or their employees of such laws and regulations.
- 26.3 The Provider shall ensure that services conform to applicable environmental and quality standards, that no chemical or other product/equipment is used in such a way as to cause negative impact on the environment in general and occupational health hazards for the personnel of the Procuring and Disposing Entity in particular, and shall employ the most recent technology, safe and effective equipment, machinery, materials and methods, as necessary. The Provider shall always act, in respect of any matter relating to this Contract, to safeguard the Procuring and Disposing Entity's legitimate interests, pursuant to Conditions of this Contract
- 26.4 The Provider shall obtain the Procuring and Disposing Entity's prior approval in writing before taking any of the following actions:
- a) entering into a subcontract for the performance of any part of the Services, it being understood that the Provider shall remain fully liable for the performance of the Services by the Sub-contractor and its Personnel pursuant to the Contract;
 - (b) any other action that may be specified in the SCC.
- 26.5 The Provider shall furnish the Procuring and Disposing Entity with any personnel data or information required by the Procuring and Disposing Entity to arrange the provision of documentation required in accordance with GCC Clause 21.3.

27 Eligibility

- 27.1 The Provider and its Subcontractors shall have the nationality of an eligible country. A Provider or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.
- 27.2 The Provider and its Sub-contractors shall provide Personnel who shall be citizens of eligible countries and use supplies with their origin from an eligible country.

28 Code of Conduct

- 28.1 The Provider shall at all times refrain from making any public statements concerning the Services without the prior approval of the Procuring and Disposing Entity, and from engaging in any activity which conflicts with its obligations towards the Procuring and Disposing Entity under the contract. It shall not commit the Procuring and Disposing Entity without its prior written consent, and shall, where appropriate, make this obligation clear to third parties.

29 Indemnification

- 29.1 At its own expense, the Provider shall indemnify, protect and defend, the Procuring and Disposing Entity, its agents and employees, from and against all actions, claims, losses or damage arising from any act or omission by the Provider

in the performance of the Services, including any violation of any legal provisions, or rights of third parties, in respect of patents, trade marks and other forms of intellectual property such as copyrights.

29.2 At its own expense, the Provider shall indemnify, protect and defend the Procuring and Disposing Entity, its agents and employees, from and against all actions, claims, losses or damages arising out of the Provider's failure to perform its obligations provided that:

(a) the Provider is notified of such actions, claims, losses or damages not later than 30 days after the Procuring and Disposing Entity becomes aware of them;

(b) the ceiling on the Provider's liability shall be limited to an amount equal to the contract value, but such ceiling shall not apply to actions, claims, losses or damages caused by the Provider's wilful misconduct;

(c) the Provider's liability shall be limited to actions, claims, losses or damages directly caused by such failure to perform its obligations under the contract and shall not include liability arising from unforeseeable occurrences incidental or indirectly consequential to such failure.

29.3 The aggregate liability of the Provider to the Procuring and Disposing Entity shall not exceed the total contract value or such other amount specified in the SCC.

29.4 The Provider shall have no liability whatsoever for actions, claims, losses or damages occasioned by:

a) the Procuring and Disposing Entity omitting to act on any recommendation, or overriding any act, decision or recommendation, of the Provider, or requiring the Provider to implement a decision or recommendation with which the Provider disagrees or on which it expresses a serious reservation; or

b) the improper execution of the Provider's instructions by agents, employees or independent contractors of the Procuring and Disposing Entity.

29.5 The Provider shall remain responsible for any breach of its obligations under the contract for such period after the Services have been performed as may be determined by the law governing the contract.

30 Insurance to be Taken Out by the Provider

30.1 The Provider shall take out, maintain and shall cause any Sub-contractors to take out and maintain, at their own cost insurance coverage against the risks and on terms and conditions approved by the Procuring and Disposing Entity as shall be specified in the SCC.

29.2 The Provider shall at the Procuring and Disposing Entity's request, provide evidence to the Procuring and Disposing Entity showing that such insurance has been taken out and maintained.

31 Accounting, Inspection and Auditing

31.1 The Provider shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time charges and costs.

F Performance of the Services

32 Scope of Services

32.1 The Services to be provided shall be as specified in the Statement of Requirements in the Contract.

32.2 The Services shall be performed at such locations as are specified in the Statement of Requirements.

33 Provider's Personnel

33.1 The Provider shall employ and provide such qualified and experienced Personnel and Sub-contractors as are required to carry out the Services. The Provider shall be responsible for the performance of the Personnel.

33.2 If required by the Agreement, the Provider shall ensure that a manager, acceptable to the Procuring and Disposing Entity, takes charge of the performance of the Services.

34 Working hours of the Personnel

34.1 Where the Services are performed on a regular basis at the premises of the Procuring and Disposing Entity, the Provider shall work the hours agreed with the Procuring and Disposing Entity where not specified in the Statement of Requirements or the SCC.

35 Replacement of Personnel

35.1 If the Procuring and Disposing Entity requests the Provider to remove a person who is a member of the Providers staff or work force, stating the reasons, the Provider shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.

36 Performance Security

36.1 If so stated in the SCC, the Provider shall, within twenty-eight (28) days of the notification of contract award, provide a Performance Security for the due performance of the Contract in the amount and currency specified in the SCC or in a freely convertible currency acceptable to the Procuring and Disposing Entity.

36.2 The proceeds of the Performance Security shall be payable to the Procuring and Disposing Entity as compensation for any loss resulting from the Provider's failure to complete its obligations under the Contract.

36.3 The Performance Security shall be in one of the forms stipulated by the Procuring and Disposing Entity in the SCC, or in another form acceptable to the Procuring and Disposing Entity.

36.4 The Performance Security shall be discharged by the Procuring and Disposing Entity and returned to the Provider not later than twenty-eight (28) days following the date of completion of the Provider's performance obligations under the Contract, unless specified otherwise in the SCC.

Special Conditions of Contract

GCC clause reference	Special Conditions of Contract
	The Procurement Reference Number is:
GCC1.2(e)	Eligible Countries: The Eligible Countries are those listed in Section 5 of the Bidding Document.
GCC3.1(f)	The other documents forming part of the Contract are: <ul style="list-style-type: none"> • The Bidder's Technical Proposal • Terms of Reference • The General Conditions of Contract • The Special conditions of the Contract
GCC3.4	Authorised Representatives: The Authorised Representatives are: For the Procuring and Disposing Entity: The Manager Imports Inspection. For the Provider: Toyohiko Hashino, General Manager, EAA Company Ltd.
GCC4.1	Law: The Governing Law shall be the Law of Uganda.
GCC5.1	Language: The language of the contract shall be English.
GCC6.1	For <u>notices</u> , the Procuring and Disposing Entity's address shall be: Attention: Accounting Officer, Uganda National Bureau of Standards Street Address: Plot 2-12, Byeyogerere By-Pass Link Town/City: Kampala. Postal Code/ P. O. Box No: 6329 Kampala Country: Uganda Telephone: +256-417-333250-51 Toll free: 0800133133 Electronic mail address: procurement@unbs.go.ug For <u>notices</u> , the Provider's address shall be: Attention: Toyohiko Hashino EAA Company Ltd. Nakata Building 101, 1-20-5 Rinkan, Yamato-Shi Kanagawa- Ken, Japan 242-0003. Tel. 046-205-7611 Fax. 046-205-7610 Email. info@eaa-s.jp
GCC13.1	Suspension of Assignment: The Procuring and Disposing Entity may, by written notice of

GCC clause reference	Special Conditions of Contract
	<p>suspension of the assignment to the Provider, including the carrying out of the Services, provided that such notice of suspension shall:</p> <p>(a) specify the nature of the failure; and</p> <p>(b) request the Provider to remedy such failure within a period not exceeding thirty days after receipt by the Provider of such notice of suspension.</p> <p>If Provider shall fail, refuse or be unable to perform their material obligations hereunder, the Procuring and Disposing Entity shall have the right to warn, suspend, or terminate the services of the Provider by written notice.</p> <p>A suspension shall be for a period of 1 month. During such suspension, provider shall not render services of inspection of Used motor vehicles in any of the following countries: - Japan, United Arab Emirates (UAE), and United Kingdom (UK)</p>
GCC17.2	<p>Dispute settlement: Any dispute, controversy or claim arising out of or relating to this contract, or breach, termination or invalidating thereof, shall be settled by arbitration in accordance with the Arbitration rules will be UNCITRAL Rule as at present in force and shall take place in Nairobi, Kenya.</p>
GCC18.1	<p>Liquidated Damages apply. The liquidated damage shall be: 0.05% per week The maximum amount of liquidated damages shall be: 10% of the total royalty per year.</p>
GCC19.1	<p>Commencement: The Period within which Services shall have commenced following the date of the Agreement is: June 01, 2020</p>
GCC20.1	<p>Completion: The Services shall be performed for a period of 03 (Three) years from the commencement date.</p>
GCC22.2	<p>Excluded costs: The following costs are excluded from the Contract Price:</p>
GCC22.3	<p>Payment Schedule: The payment schedule shall be: The conformity assessment is to be conducted at a fee as prescribed under Schedule 2 of the UNBS (Inspection and Clearance of Imports) Regulations, 2018 or as amended per used motor vehicle unit dependent on the Countries of export, of which a net administration fee of USD 40 (Forty United States dollars) per vehicle will be paid to UNBS exclusive of taxes. The Service Provider shall ensure that it remits the administration fee due to the Client on a monthly basis, by the 10th calendar day of the subsequent month.</p> <p>No other fees shall be levied outside the prescribed fees.</p>
GCC24.2	<p>Documentation for Payment:</p>

Handwritten signature/initials

GCC clause reference	Special Conditions of Contract
	Monthly Report by the provider.
GCC26.4(b)	<p>The Procuring and Disposing Entity's prior approval: The Procuring and Disposing Entity's prior approval is also required for:</p> <ul style="list-style-type: none"> (i) Any changes to the Project implementation team. (ii) Any changes to the Project implementation Plan. (iii) Any subcontracting component.
GCC 29.3	<p>Total Liability: The total liability under the Contract shall be</p> <ul style="list-style-type: none"> (i) Third Party liability (ii) Employer's liability and workers' compensation (iii) Professional liability (iv) Loss or damage to equipment and property (v) Other
GCC 30.1	<p>Insurance taken out by Provider: The risks and coverage shall be:</p> <ul style="list-style-type: none"> (i) Third Party motor vehicle (ii) Third Party liability (iii) Employer's liability and workers' compensation (iv) Professional liability (v) Loss or damage to equipment and property (vi) ●ther
GCC34.1	Working hours: The working hours for the Provider shall be: 24hrs.

Handwritten signature/initials

2/1/12

HF 'Rm