



INVITATION TO TENDER (ITT)

FOR

TENDER TITLE: Supply, Delivery, Installation, Commissioning, Training and After-Sales Services for Surveillance Equipment at Selected Uganda–DRC Border Points

TENDER REF NO: PRQ20251070

ISSUE DATE: 30 MARCH 2026

TENDER CLOSING DATE: 20 APRIL 2026 ON OR BEFORE (10:00 AM UGANDA TIME)

Contents

SECTION I - INVITATION TO TENDER..... 3

SECTION II - INSTRUCTIONS TO SUPPLIERS 5

SECTION II (B) - INSTRUCTIONS TO SUPPLIERS15

SECTION III - TECHNICAL SPECIFICATIONS & TERMS OF REFERENCE16

TERMS OF REFERENCE19

DETAILED SPECIFICATIONS FOR THE EQUIPMENTS.....23

SECTION IV - PRICE SCHEDULE FOR GOODS29

SECTION V - APPENDICES..... 1

APPENDIX 1: MANUFACTURER’S AUTHORIZATION FORM 1

APPENDIX 2: TECHNICAL BID SUBMISSION FORM 2

APPENDIX 3: FAIR PRICE DECLARATION FORM 3

APPENDIX 4: TMA SUPPLIER CODE OF CONDUCT 4

APPENDIX 5: FINANCIAL BID SUBMISSION FORM..... 5

Financial Bid Submission Form..... 5

APPENDIX 6: PERFORMANCE SECURITY FORM 6

APPENDIX 7: ADVANCE PAYMENT SECURITY FORM 7

Advance Payment Security 7

APPENDIX 14: CONTRACT DOCUMENT FOR SUPPLY OF GOODS 8

SECTION I - INVITATION TO TENDER

TENDER NAME: Supply, Delivery, Installation, Commissioning, Training and After-Sales Services for Surveillance Equipment at Selected Uganda–DRC Border Points

TENDER REF NO: PRQ20251070

DATE: 30 MARCH 2026

- 1.1 Trademark Africa invites bids from eligible bidders for supply of Supply, Delivery, Installation, Commissioning, Training and After-Sales Services for Surveillance Equipment at Selected Uganda–DRC Border Points
- 1.2 This tender is open to firms. Offers/bids quoting the above Tender **Title** and **Number** should be emailed to procurement@trademarkafrica.com, by **Monday 20 April 2026 on or before (10:00 am Uganda Time)**, email attachments must be **10 MBS** or less.
- 1.3 Prices quoted should be inclusive of all taxes as well as delivery cost and shall remain valid for (120) days from the closing date of the tender. The currency of tender is United States Dollar (USD\$).
- 1.4 The delivery terms of all equipment shall be **Delivered Duty Paid - DDP at Uganda Revenue Authority (URA)**-. Bidders **MUST** include taxes in their offer, and this should be clearly and separately indicated.
- 1.5 The supplier shall specify the number of days from signing the contract by both parties in which supply, delivery, installation, commissioning, and training will be executed.
- 1.6 The supplies must comply fully with the technical specifications provided in this tender document.
- 1.7 Bid check list – bidders are advised to use the checklist on the next page to ensure that the submitted bid has all the requirements.

Dear Supplier,

Please ensure that this checklist appears on top of your bid submission. You are required to confirm the inclusion or otherwise of each document by ticking the appropriate box and signing at the end of this form. NOTE: Any box checked “No” or document not included shall result in automatic disqualification of your bid, so it is in your interest to ensure that all documents are present.

STAGE A – Preliminary Evaluation

The following documents are mandatory for a bid to pass the preliminary stage. Please tick ‘Yes’ or ‘No’ as appropriate		Yes	No	If yes, confirm the page number
1	Confirm that each page of your bid document has been numbered	<input type="checkbox"/>	<input type="checkbox"/>	N/A
2	Is the bid submitted in the format stipulated in this the tender document	<input type="checkbox"/>	<input type="checkbox"/>	N/A
3	Joint Venture Agreement (for those submitting as joint venture)	<input type="checkbox"/>	<input type="checkbox"/>	
4	Dealership authorization (for distributors)	<input type="checkbox"/>	<input type="checkbox"/>	

Name of Entity Bidding:Name of Person Signing:

Designation of Person Signing: Date:

SECTION II - INSTRUCTIONS TO SUPPLIERS

2.1 Eligible Suppliers

- 2.1.1 This Invitation for Tenders is open to all eligible suppliers as described in the Invitation to Tender.
- 2.1.2 TMA and URA employees, committee members, board members and their relatives are not eligible to participate in the tender.
- 2.1.3 Suppliers shall provide the qualification information statement that they (including all members of a joint venture and subcontractors) are not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by TMA on behalf of URA to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods under this Invitation for tenders.

2.2 Eligible Goods

- 2.2.1 All goods to be supplied under the contract shall have their origin in eligible source countries.
- 2.2.2 For purposes of this clause, “origin” means the place where the goods are mined, grown, or produced. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components
- 2.2.3 By submitting a proposal in response to this ITT, Offerors confirm that they are not violating the Source and Nationality requirements of the goods or services being offered and that the goods and services comply with the Geographic Code and the exclusions for prohibited countries outlined above.

2.3 Cost of Tendering

- 2.3.1 The supplier shall bear all costs associated with the preparation and submission of its tender, and TMA or URA, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

2.4 The Tender Document

- 2.4.1 The tender document comprises the documents listed below, and addenda issued in accordance with clause 2.6 of these instructions to Suppliers:
 - (i) Invitation to Tender
 - (ii) Instructions to suppliers
 - (iii) General Conditions of Contract
 - (iv) Special Conditions of Contract
 - (v) Technical Specifications
 - (vi) Tender Form and Price Schedules
 - (vii) Manufacturer’s Authorization Form

2.4.2 The Supplier is expected to examine all instructions, forms, terms, and specifications in the tender documents. Failure to furnish all information required by the tender documents or to submit a tender not substantially responsive to the tender documents in every respect may result in the rejection of the tender.

2.5 Clarification of Documents

2.5.1 A prospective Supplier requiring any clarification of the tender document may notify the TMA by email at the address procurement@trademarkafrica.com. TMA will aim to respond in writing to any request for clarification of the tender documents which it receives not later than seven (7) working days prior to the deadline for the submission of tenders.

2.5.2 The TMA shall reply to any clarifications sought by the Supplier within **3 working days** of receiving the request to enable the Supplier to make timely submission of its tender.

2.6 Amendment of Documents

2.6.1 At any time prior to the deadline for submission of tenders, TMA, for any reason, whether at its own initiative or in response to a clarification requested by a prospective supplier, may modify the tender documents by amendment and update the information via TMA procurement email. Bidders are therefore advised to keep checking TMA's Procurement email for any development regarding this tender.

2.6.2 In order to allow prospective suppliers reasonable time in which to take the amendment into account in preparing their tenders, TMA, at its discretion, may extend the deadline for the submission of tenders.

2.7 Language of Tender

2.7.1 The tender prepared by the supplier, as well as all correspondence and documents relating to the tender exchange by the supplier and TMA, shall be written in **English** language only.

2.8 Documents Comprising of Tender

2.8.1 The tender prepared by the suppliers shall comprise the following components.

Technical information

- a) Bid check list.
- b) The bid submission sheet and the applicable schedules
- c) Written confirmation authorizing the signatory of the bid to commit the bidder.
- d) Documentary evidence establishing the bidder's eligibility to bid
- e) Documentary evidence establishing that the supplies and related services to be supplied by the bidder.

- f) Documentary evidence established in accordance with paragraph 2.2.1 that the goods and ancillary services to be supplied by the supplier are eligible goods and services and conform to the tender documents.
- g) Experience in executing similar contracts.
- h) Delivery schedule
- i) Documentary evidence establishing the bidder's qualifications to perform the contract if its bid accepted.
- j) Any other documents that provides your technical capability to execute the contract.

Financial information

- a) Tender Form and a Price Schedule
- b) A brief description of the supplies and related services offered
- c) Total bid price
- d) Any discounts offered and the methodology of their application
- e) Period of validity of the bid
- f) A commitment to adhere to the code of ethics (signed and stamped code of ethics)
- g) A declaration that the bidder including all parties comprising the bidder, is not participating, as a bidder in more than one bid in this bidding process

The **technical** and **financial** proposals will be submitted as two separate documents in PDF format and the maximum to enable Technical and Financial bids to be evaluated independently. **Please do not include any financial/price information alongside your technical bid.** Inclusion of any bid price information **SHALL** lead to bid rejection.

The Technical and Financial proposal **MUST be in PDF and password protected.** **Late tenders will not be accepted in any circumstance.** No special pleadings will be accepted. Faxed and hard copy tenders will not be accepted.

2.9 Tender Forms

2.9.1 The supplier shall complete the appropriate Price Schedule furnished in the tender documents, indicating the goods to be supplied, a brief description of the goods, their country of origin, quantity, and prices.

2.10 Tender Prices

2.10.1 The supplier shall indicate on the appropriate Price Schedule the unit prices and total tender price of the goods it proposes to supply under the contract.

2.10.2 Prices indicated on the Price Schedule shall include all costs including taxes, insurances and delivery to the premises of the entity.

2.10.3 Prices quoted by the supplier shall be fixed during the Tender's performance of the contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22

2.10.4 The validity period of the tender shall be (120) days from the date of opening of the tender.

2.11 Tender Currencies

2.11.1 Prices shall be quoted in US Dollars (refer to Clause 1.3 above).

2.12 Suppliers Eligibility and Qualifications

2.12.1 The supplier shall furnish, as part of its tender, documents establishing the Suppliers eligibility to tender or supply and its qualifications to perform the contract if its tender is accepted.

2.12.2 In cases where the bidder is a distributor, an authorization letter for distribution is a mandatory requirement for submission of the bid.

2.12.3 TMA and/or URA will conduct a pre – contract due diligence (DD) with reference to the referees provided for in the bid without further reference to the bidder. Should the findings of the DD be negative, the award shall be cancelled without further notice and the 2nd best evaluated bidder shall be considered for the award should they be successful in the pre-contract DD.

2.12.4 The documentary evidence of the Suppliers qualifications to perform the contract if its tender is accepted shall be established to TMA's satisfaction.

(a) that, in the case the supplier offering to supply goods under the contract which the supplier did not manufacture or otherwise produce, the supplier has been duly authorized by the goods' Manufacturer or producer to supply the goods.

(b) that the Supplier has the financial, technical, and production capability necessary to perform the contract.

2.13 Goods Eligibility and Conformity to Tender Documents

2.13.1 The supplier shall furnish, as part of its tender documents establishing the eligibility and conformity to the tender documents of all goods which the supplier proposes to supply under the contract.

2.13.2 The documentary evidence of the eligibility of the goods shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered.

2.13.3 The documentary evidence of conformity of the goods to the tender documents may be in the form of literature, drawings, and data, and shall consist of:

(a) A detailed description of the essential technical and performance characteristic of the goods.

- (b) A clause-by-clause commentary on the Technical Specifications demonstrating substantial responsiveness of the goods and service to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

2.13.4 For purposes of the documentary evidence to be furnished pursuant to paragraph 2.13.3 (b) above, the supplier shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by TMA in its Technical Specifications, are intended to be descriptive only and not restrictive. The supplier may substitute alternative standards, brand names, and/or catalogue numbers in its tender, provided that it demonstrates to TMA's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

2.14 Tender Security – Not Applicable

2.14.1 The Supplier shall furnish, as part of its tender, a tender security for the amount specified in the Appendix to Invitation to Suppliers. N/A

2.14.2 The tender security is required to protect TMA against the risk of Supplier's conduct which would warrant the security's forfeiture. N/A

2.14.3 The tender security shall be denominated in US dollars or in another freely convertible currency and shall be in the form of a bank guarantee or a bank draft issued by a reputable bank located in Kenya or abroad acceptable to TMA and valid for thirty (30) days beyond the validity of the tender. N/A

2.14.4 Any tender not secured in accordance with paragraph 2.14.1 and 2.14.3 will be rejected by TMA as non-responsive, pursuant to paragraph 2.22 N/A

2.14.5 Unsuccessful Suppliers tender security will be discharged or returned as promptly as possible as but not later than thirty (30) days after the expiration of the period of tender validity prescribed by TMA. N/A

2.14.6 The successful Supplier's tender security will be discharged upon the Supplier signing the contract, pursuant to paragraph 2.27 and furnishing the performance security, pursuant to paragraph 2.28 N/A

2.15 Validity of Tenders

2.15.1 Tenders shall remain valid for **120 days** or as specified in the Invitation to tender after the date of tender opening prescribed by TMA in this tender document.

2.16 Deadline for Submission of Tenders

2.16.1 Tenders must be received by TMA at the procurement@trademarkafrica.com no later than **Monday 20 April 2026 on or before (10:00 am Uganda Time)**,

2.16.2 TMA may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.6, in which case all rights and obligations of TMA and bidders previously subject to the deadline will therefore be subject to the deadline as extended.

2.17 Modification and Withdrawal of Tenders

2.17.1 TMA may modify or withdraw this tender, provided that written notice of the modification, including substitution or withdrawal of the tenders, is provided prior to the deadline prescribed for submission of tenders.

2.17.2 No tender may be modified after the deadline for submission of tenders.

2.17.3 TMA may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

2.17.4 TMA shall give prompt notice of the termination to the Suppliers and on request give its reasons for termination within 14 days of receiving the request from any Supplier.

2.18 Opening of Tenders – Not Applicable

2.18.1 TMA will open all tenders after the submission deadline at N/A.

2.18.2 TMA shall include details of the tender opening in the evaluation report.

2.19 Clarification of Tenders

2.19.2 To assist in the examination, evaluation and comparison of tenders TMA may, at its discretion, ask the Supplier for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance of the tender shall be sought, offered, or permitted.

2.19.3 Any effort by the Supplier to influence TMA in the tender evaluation, tender comparison or contract award decisions may result in the rejection of the Suppliers' tender.

2.20 Preliminary Examination

2.20.2 TMA will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.

2.20.3 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantify, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security forfeited. If there is a discrepancy between words and figures the amount in words will prevail

- 2.20.4 TMA may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Supplier.
- 2.20.5 Prior to the detailed evaluation TMA will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one, which conforms to all the terms and conditions of the tender documents without material deviations. TMA determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- 2.20.6 If a tender is not substantially responsive, it will be rejected by TMA and URA and shall not subsequently be made responsive by the Supplier by correction of the non-conformity.

2.21 Conversion to Single Currency

- 2.21.2 Where other currencies are used, TMA will convert these currencies to US Dollars using the selling exchange rate on the date of tender closing provided by respective Central Bank.

2.22 Qualification, Evaluation methodology and criteria, Comparison of Tenders

- 2.22.1 TMA will determine to its satisfaction that the Suppliers from the preliminary evaluations are qualified to undertake the assignment satisfactorily. TMA will evaluate and compare the tenders which have been determined to be substantially responsive on the preliminary evaluations.

The evaluation methodology to be used for the evaluation of bids received shall be the technical compliance selection methodology. The technical compliance selection methodology recommends the lowest priced bid which is eligible, compliant and substantially to the technical and commercial requirements of the bidding document, provided that the bidder is determined to be qualified to perform the contract satisfactorily.

The evaluation will be conducted in in three sequential stages –

- a) A preliminary examination to determine the eligibility of bidders and the administrative compliance of bids received that is submitting all requisite documents and in accordance with the submission procedures.
- b) A detailed evaluation to determine the commercial and technical responsiveness of the eligible and compliant bids; and
- c) A financial comparison to compare costs of the eligible, compliant, responsive bids received and determined the best evaluated bid.

Failure of a bid at any stage of the evaluation shall prevent further considerations at the next stage of evaluation. Substantial responsiveness shall be considered a pass.

Preliminary Evaluation criteria

The documentation required to provide evidence of eligibility shall be:-

- a) Joint Venture Agreement (for those submitting as joint venture)

- b) Dealership authorization (for distributors)

NOTE: Bidders are advised to use the checklist provided for in Clause 2.8.1 (a) to ensure that all preliminary requirement documents are submitted.

Detailed evaluation criteria

Commercial criteria: The evaluation criteria shall be

- a) Acceptance of the conditions of the proposed contract
- b) Inclusion of all cost components required such as installation, training, inspection or proving, commissioning, in addition to the price of the supplies
- c) Acceptable delivery schedule

Technical criteria: These shall be

- a) The specifications herein detail the minimum technical requirements. Responsiveness is determined by comparison of the specifications offered to the specifications provided in Section III – Technical Specifications and the evaluation shall be conducted on a pass/fail basis. Substantial responsiveness shall be considered a Pass.

Financial comparison criteria

The costs to be included in the bid price are:

- a) The unit, total delivered price and Unit price of other incidental services payable based on the delivery terms requested and the quantity specified in Section III – Technical specifications
- b) Taxes, duties and levies
- c) Discounts if any and the application methodology

2.22.2 The determination will consider the Supplier technical and production capabilities. It will be based upon an examination of the documentary evidence of the Suppliers qualifications submitted by the Supplier, as well as such other information TMA deems necessary and appropriate.

2.22.3 An affirmative determination will be a prerequisite for award of the contract to the Supplier. A negative determination will result in rejection of the Supplier's tender, in which event TMA will proceed to the next lowest evaluated tender to make a similar determination of that Supplier's capabilities to perform satisfactorily.

2.22.4 The evaluation committee shall evaluate the tender within reasonable time after opening of the submissions and before expiry of the bid validity period.

2.22.5 A Supplier who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be disqualified and subsequently debarred from participating in future TMA procurement.

2.23 Preference – Not Applicable

2.23.1 Preference were allowed in the evaluation of tenders shall not exceed 7.5%. **N/A.**

2.24 Contacting TMA

- 2.24.1 No Supplier shall contact TMA or URA on any matter related to this tender, from the deadline of tender submission to the time of contract award.
- 2.24.2 Any effort by a Supplier to influence TMA or URA in its decisions on tender, evaluation, tender comparison, or contract award shall result in the rejection of the Supplier's tender.

2.25 Award of Contract, TMA's right to vary quantities, TMA's right to accept or reject any or all tender

2.25.1 Award Criteria

TMA will award the contract to the successful Supplier(s) whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the Supplier is determined to be qualified to perform the contract satisfactorily.

2.25.2 TMA's Right to vary quantities

TMA reserves the right at the time of contract award to increase or decrease the quantity of goods originally specified in the Schedule of requirements without any change in unit price or other terms and conditions.

2.25.3 TMA's Right to accept or reject any or all tenders

TMA reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected Supplier or Suppliers or any obligation to inform the affected Supplier or Suppliers of the grounds for the TMA's action.

2.26 Notification of Award

- 2.26.1 Prior to the expiration of the period of tender validity, TMA will notify the successful Supplier in writing that its tender has been accepted.
- 2.26.2 The notification of award will constitute the formation of the Contract but will have to wait until the contract is finally signed by both parties after a cooling off period of seven (7) days.
- 2.26.3 Upon the successful Supplier's furnishing of the performance security, TMA will promptly notify each unsuccessful Supplier and will discharge its tender security, pursuant to paragraph 2.14. N/A.

2.27 Signing of Contract

- 2.27.1 At the same time as TMA notifies the successful Supplier that its tender has been accepted, TMA will send the Supplier the Draft Contract Document provided in the tender documents, incorporating all agreements between the parties.

2.27.2 The parties to the contract shall have it signed within reasonable time of notification of contract award unless there is an administrative review request.

2.27.3 After the receipt of the Draft Contract Document, the successful Supplier shall sign and date the contract and return it to the TMA.

2.28 Performance Security

2.28.1 Upon receipt of notification of award from TMA, the successful Supplier shall furnish the performance security in accordance with the Conditions of Contract.

2.28.2 Failure of the successful Supplier to comply with the requirements of paragraph 2.27 or paragraph 2.28 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event TMA may make the award to the next lowest evaluated Candidate or call for new tenders.

2.29 Corrupt or Fraudulent Practices

2.29.1 As part of this tender TMA shall require the Supplier to confirm compliance to the Code of ethics by signing and stamping.

2.29.2 TMA will reject a proposal for award if it determines that the Supplier recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

SECTION II (B) - INSTRUCTIONS TO SUPPLIERS

The following information regarding the particulars of the tender shall complement supplement or amend the provisions of the instructions to Suppliers. Wherever there is a conflict between the provision of the instructions to Suppliers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to Suppliers.

INSTRUCTIONS TO SUPPLIERS REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
Clause 1.2	<p>Submission of bids/tenders:</p> <ul style="list-style-type: none">• Please e-mail your bids/tenders to procurement@trademarkafrica.com clearly indicating the Tender number and tender title in the heading.• You will be required to separate your technical offer from the financial offer, and these must be submitted in separate e-mails.• Note that e-mail attachments should not exceed 10 MBS.• You can split your submission with smaller attachments so that you do not exceed the 10 MBS.

SECTION III - TECHNICAL SPECIFICATIONS & TERMS OF REFERENCE

3.1 General

- 3.1.1 These specifications describe the requirements for goods. Suppliers are requested to submit with their offers detailed specifications, drawings, catalogues, etc. for the products they intend to supply.
- 3.1.2 Suppliers must indicate on the specifications sheets whether the equipment offered comply with each specified requirement.
- 3.1.3 All the dimensions and capacities of the equipment to be supplied shall not be less than those required in these specifications. Deviations from the basic requirements, if any shall be explained in detail in writing with the offer, with supporting data such as calculation sheets, etc. TMA reserves the right to reject the products, if such deviations shall be found critical to the use and operation of the products.
- 3.1.4 The Suppliers are requested to present information along with their offers as follows:
- (i) Shortest possible delivery period of each product
 - (ii) Information on proper representative and/or workshop for back-up service/repair and maintenance including their names and addresses.

3.2 Spare parts

Where a supply is accompanied by an additional list of spare parts and/or consumables for the items according to the technical specifications, the cost of these spare parts and consumables shall be indicated in the list but must not be included in the tender offer unit prices/overall prices. The prices of spare parts will not influence the evaluation of the tenders, except where they vary substantially between the tenders received. Lists of spare parts must be drawn up by tenderers on the basis of their professional experience and the expected places of use. The Contracting Authority reserves the right to alter the list of spare parts; any changes will appear in the contract.

3.3 Extended warranty

- 3.3.1 The normal **factory warranty** where specified, must remain valid for one year after provisional acceptance. The **extended warranty** is an extension of the factory and/or supplier warranty to a total period of three years. This warrant will be provided for the items as specified in the technical specifications. The extended warranty will guarantee the reliability of the product under normal conditions of use.
- 3.3.2 In case of malfunctioning of the equipment, the supplier will troubleshoot the problem within two working days after notification, overcome the problem within a period of ten working days, and fully repair and re-integrate the equipment within a period of 20 working days.
- 3.3.3 The supplier shall at its own costs repair and/or replace the defective equipment/parts. If repair/replacement of defective parts is no longer possible, the supplier will replace the product within 30 working days. No extra costs will be borne by the Contracting Authority. The supplier will also provide free of charge technical support, whether or not through a helpdesk function, to the user. Moreover, the supplier will notify of and provide the user with free updates of firmware.

3.3.4 The warranty must remain valid for one year after provisional acceptance.

3.4 Arrangement for fast repair and delivery of spare parts

3.4.1 These arrangements are meant to provide repair services and spare parts after the expiry of the warranty period or the three-year service contract and shall be available for at least 5 years after the end of the warranty period or service contract. The repair services and spare parts performed and delivered under this arrangement are not themselves part of this contract and will be separately paid for by the beneficiary, but the supplier shall state how it will be arranged and by whom (e.g. through a local or regional agent or directly by the manufacturer's factory, service centre or distributor).

3.4.2 In case of malfunctioning of the equipment, the supplier will troubleshoot the problem within two working days after notification, overcome the problem within a period of ten working days, and fully repair and re-integrate the equipment within a period of 20 working days. The supplier shall repair and/or replace the defective equipment/parts. If repair or replacement of defective parts is no longer possible, the supplier will replace the product within 30 working days.

3.5 Service/repair contract and spares for 3 years

3.5.1 In the service and maintenance contract, for the items where this is indicated in the technical specifications, the supplier shall provide, apart from the services defined under the extended warranty, an annual site visit to inspect the product and implement a preventive maintenance programme, including cleaning, testing functionalities, and a status report of the product. If possible and available, the supplier will remotely monitor the status and performance of the product.

The last of the annual inspection visits will take place within three months before the end of the service and maintenance contract. The supplier will promptly perform on-site diagnostics and repairs after notification of malfunctioning of the product, if other solutions to solve the problem are of no avail. All costs related to labour and travel, and for replacement parts and components, will be included. This service will be provided for 36 months after the date of provisional acceptance.

3.5.2 If accredited calibration is required, the calibration certificate must be issued by a calibration laboratory accredited by an accreditation body, which is a signatory of the Mutual Recognition Arrangement of the International Laboratory Accreditation Cooperation (ILAC-MRA). Where factory calibration is specified without further qualification, the above is not required.

3.5.3 Software that is required for the realisation of functionalities of equipment must be the latest version, must be in the English language and should be compatible with the latest Windows Operating System or equivalent operating system. Software updates should be provided for free during at least for a period of 36 months.

3.6 General Information relevant to the Equipment

- All equipment is to be delivered to the designated beneficiary locations in Uganda /Uganda Revenue Authority. supplier shall liaise with TMA and designated beneficiary agencies,
- installation/testing to occur at designated Uganda/DRC.

- The installation and testing can therefore only take place after delivery and installation of this equipment. The contracted Supplier shall liaise with the URA on the installation and supply requirements for the equipment to be delivered and on the practical arrangements for installation and testing.
- The tenders shall take notice of the climate conditions and take these into account in the equipment offered.
- In case the equipment offered needs a certain humidity range for its specified performance, the supplier shall include equipment (such as dehumidifiers) in the offer for the item(s) concerned.

3.7 Training

Training to be offered by the Supplier on the following equipment, to be conducted by qualified technicians, who are familiar with the supplied equipment, preferably employees of the equipment manufacturers:

TERMS OF REFERENCE
STRENGTHENING SURVEILLANCE AND ENFORCEMENT CAPACITY TO COMBAT ILLICIT TRADE
UGANDA–DRC PEACEFUL AND RESILIENT BORDERLANDS PROGRAMME

1.0 Background

1.1 Description of TradeMark Africa (TMA)

TradeMark Africa (TMA) is a leading African Aid-for-Trade organization founded in 2010, with the mission to grow intra-African trade and increase Africa’s share in global trade, while helping make trade more pro-poor and environmentally sustainable. TMA operates on a not-for-profit basis and is funded by: the Bill and Melinda Gates Foundation, Canada, Denmark, the European Union, Finland, France, Ireland, the Mastercard Foundation, the Netherlands, Norway, the United Kingdom, and the United States of America. TMA works closely with regional and continental organizations, national Governments, the private sector, and civil society.

Since its inception, TMA has delivered substantial gains for trade and regional economic integration in East Africa and the Horn of Africa, including a reduction of 16.5% in cargo transit times on the Northern Corridor from Mombasa to Bujumbura, and a reduction of an average of 70% in the time taken to cross selected one stop border posts. TMA works in 14 countries across East and West Africa, Southern Africa, and the Horn.

In 2022, TMA set up a catalytic finance company – Trade Catalyst Africa – that will pilot commercially viable projects for creating trade infrastructure (both physical and digital) as well as increasing access to Trade Finance for Small and Medium Enterprises (SMEs). Both TCA’s and TMA’s headquarters are in Nairobi, Kenya. Offices are in: EAC (East Africa Community) Secretariat - Arusha, Burundi, the Democratic Republic of Congo, Djibouti, Ethiopia, Ghana, Uganda, Rwanda, Somaliland, Tanzania, and Uganda, with operations in Mozambique, South Sudan, and Zambia.

Under Strategy 3 (2023–2030), TMA seeks to build resilience, promote inclusive trade, and harness technology and financial innovation for sustainable trade and investment. Focus areas include standards and quality, digital trade, trade infrastructure, green growth, and gender-responsive interventions.

1.2 Description of the Borderlands Programme (Great Lakes Window)

The Peaceful and Resilient Borderlands Programme is a multi-country initiative co-funded by the European Union aimed at fostering peace, stability, and economic development in fragile border regions of Sub-Saharan Africa.

In Uganda and the Democratic Republic of Congo (DRC), the programme focuses on strengthening cross-border cooperation and trade facilitation, improving local governance and resilience, and supporting inclusive economic opportunities for border communities—particularly women and youth.

Key implementation clusters under the Great Lakes Window include:

- Bunia Cluster: Ntoroko Port, Goli, and Paidha (Uganda) / Kasenyi, Mahagi, and Tshomia (DRC).
- Ariwara Cluster: Vurra (Uganda) / Aru (DRC).

Priority interventions include:

- i. Cross-border trade management and integration.

- ii. Infrastructure development (ports, roads, bridges).
- iii. Anti-illicit trade measures through mobile quality testing and community awareness.
- iv. Youth employment and skills development.

2.0 The Assignment (Objective, Scope and Deliverables)

2.1 Objective

The objective of this assignment is to enhance the operational effectiveness of border enforcement agencies along selected Uganda–DRC border points through the supply, delivery, installation, commissioning, and operationalisation of surveillance and security equipment to combat illicit trafficking of goods and illegal border crossings.

The assignment seeks to:

- Strengthen monitoring and detection capacity along transit routes and porous border areas;
- Improve verification of goods and identification of illicit trade;
- Enhance documentation and evidence collection capabilities;
- Support improved coordination and operational efficiency of border patrol units.

2.2 Scope and Deliverables of the Assignment

The Contractor shall be responsible for the supply, delivery, installation, configuration, testing, and commissioning of surveillance and enforcement equipment at designated border locations.

2.2.1 Scope of Work

The Contractor shall:

1. Supply equipment that meets the approved minimum technical specifications;
2. Deliver equipment to designated border points;
3. Install and configure systems where applicable (e.g., docking stations, monitoring systems, solar backup systems);
4. Conduct testing and commissioning to confirm functionality;
5. Provide operational training to designated officers of beneficiary agencies on the safe use, operation, and basic maintenance of the equipment supplied. The training shall include practical demonstrations and hands-on exercises conducted during installation and commissioning.
6. Provide warranty coverage and after-sales support arrangements;
7. Submit all required documentation and certification.

The Contractor shall ensure that training is provided to designated officers from the beneficiary agencies to enable effective operation and maintenance of the equipment. Training shall include operational use, basic troubleshooting, maintenance procedures, and data management where applicable. Training materials and

user manuals shall be provided in English, and a training attendance record shall form part of the commissioning documentation.

Equipment categories may include, but are not limited to:

The equipment categories may include, but are not limited to, the following:

The equipment categories may include, but are not limited to, the following:

Motorcycles; Drones + Accessories + Training; Night Vision / Thermal Binoculars; Motor Vehicle Diagnostic Machines; Capacity Building; Walkie Talkies; and GPS Tracking Navigators.

Final quantities and detailed technical specifications shall be provided in the bidding documents.

Final quantities and specifications shall be confirmed in the bidding documents.

2.2.2 Deliverables

The Contractor shall submit the following deliverables:

1. Inception Report

- Delivery schedule
- Installation plan
- Implementation timeline
- Risk mitigation measures

2. Equipment Delivery Report

- Inventory list (including serial numbers)
- Delivery notes signed by recipients

3. Installation & Commissioning Report

- Confirmation of installation and system configuration
- Testing results
- Commissioning certificates
- Training completion report and attendance register for officers trained

4. Warranty & Maintenance Plan

- Warranty documentation (minimum warranty period to be specified)
- Service and maintenance arrangements
- Spare parts availability

5. Final Assignment Completion Report

- Summary of equipment supplied
- Confirmation of operational readiness
- Any recommendations for sustainability

3.0 Recipient, Coordination and Reporting

3.1 Recipient

The primary beneficiaries of this assignment are border enforcement agencies operating at selected Uganda–DRC border points, including Uganda Revenue Authority (URA) and Directorate of Citizenship and Immigration Control (DCIC)

3.2 Reporting

The Contractor shall report directly to the Country Director, Uganda Country Programme TradeMark Africa.

4. Duration of Assignment

The assignment shall be completed within six (6) months from the date of contract signature. The Contractor shall submit a detailed delivery, installation, and commissioning schedule as part of the Inception Report.

DETAILED SPECIFICATIONS FOR THE EQUIPMENTS

Instructions and notes to Bidders

- Bidders are required to fill the table below or use its format to respond and provide detailed brochures of proposed brand and model;
- The technical specifications also serve as the evaluation criteria.
- Bidders **MUST** provide a substantive response for all features of their proposed product. Use of 'YES', 'NO', 'Tick', 'Compliant' or non-descriptive responses will be considered non-responsive. Provision of filling in the compliance sheets shall NOT be assumed to indicate compliance of the items listed in this bid. The bidder **MUST** explicitly indicate the technical specification they propose to supply in their submission.
- Bidders **MUST** provide specifications for ALL equipment's as listed, failure of which will lead to disqualification. Only bidders who qualify for technical evaluation shall then be assessed on price. Award will be made to the bidder offering the lowest evaluated price and that meets the required standards of technical and financial capabilities.
- For evaluation purposes, the financial proposals **SHALL** be net of taxes. However, bidders should clearly breakdown/separate the tax component in their financial proposals to facilitate evaluation of the financial proposals.

Technical Specifications and Evaluation criteria

S/N	Equipment & Minimum Specification Required	Quantity	Supplier's Item Specifications (Please indicate the specifications of the proposed item)
	<p>1. 0 TECHNICAL SPECIFICATIONS -Short Range (Distance) & Quick Reaction Drones.</p> <p>a) The Drones are for use at the designated ports of entry and suspected illegal crossing points along the borderline.</p> <p>b) They should be civilian drones and not for military use.</p> <p>1.1 The detailed specifications are as follows:</p> <ul style="list-style-type: none"> • Type of Drone-Multi-rotor - for vertical take-off/landing (VTOL) and hovering • capabilities. • Maximum Endurance & Speed- 40–60 minutes without payload/Camera • Weight & Portability-(<3.5 kg to <9 kg) with payload • Operating Range (Distance) - Operational range of at least 5-10 km radius. • Operational Height- Maximum operating altitude 5000-7000 AGL (Above Ground Level) <p>1.2 Payload Sensors (Cameras)</p> <ul style="list-style-type: none"> • Daylight Sensor: Electro-optic (EO) camera with at least 10X optical zoom and 4K or 	2	

S/N	Equipment & Minimum Specification Required	Quantity	Supplier's Item Specifications (Please indicate the specifications of the proposed item)
	<ul style="list-style-type: none"> • 16MP+ resolution. • Night Sensor: Thermal imager with 640 x 480 or 640 x 512 resolution and sensitivity < 50 mK. • Stabilization: 3-axis gyro-stabilized gimbal (pan 360°, tilt 90°). <p>1.3 Navigation & Autonomous Features- Autonomous Take-off & Landing, waypoint navigation, target tracking, and autonomous return-to-home on low battery or communication failure</p> <p>1.4 Data Link & Security- Encrypted transmission with operating frequencies of 2.4 GHz or 5.8 GHz.</p> <p>1.5 GENERAL SPECIFICATIONS</p> <ul style="list-style-type: none"> • Provide live and real-time communication with Control Room and Ground Reaction Teams • Capable of follow up, tracking and locking • Be capable of operating during the day and night • Should have Thermal/ infrared camera for both day and night operations • Operate or withstand adverse weather conditions, • Cameras with zoom capability (for colour checking and even face identification and number plate recognition • Have Spares backup • Should State the battery life cycle • Have Anti crash and safe landing sensors in case of power failure • Minimum Speed 60 km/hour 		

S/N	Equipment & Minimum Specification Required	Quantity	Supplier's Item Specifications (Please indicate the specifications of the proposed item)
	<ul style="list-style-type: none"> • Flight hours before service-200hours. • Should have safe return functionalities to cater for emergencies. • Should have mechanisms to detect and prevent interference with surveillance activities and communication of data to control rooms • Should operate using GPS. <p>1.6 Control Station/Room Specifications</p> <ul style="list-style-type: none"> • Computers with adequate internal storage for receiving data from the Drones. • Servers to cater for data storage at each port of entry. • Have capabilities to send data to Central Servers and Command Centre in Kampala • periodically. • Should be supported by Portable Control Rooms and ground control systems • Should have capabilities to send an alarm of illegal activities • Software should be compatible with cameras for live transmission of date • Capable of frequency hopping • Uninterrupted Power Supply (UPS) in control room • Minimum storage of 1TB for Control Rooms. • Software compatible with Windows/ Microsoft applications • Capable of network integration with minimum of 4G 		

S/N	Equipment & Minimum Specification Required	Quantity	Supplier's Item Specifications (Please indicate the specifications of the proposed item)
	<p>1.7 Drones Camera</p> <ul style="list-style-type: none"> • 3D camera capable of rotation 360 and minimum 50Mp(mega pixels) • Cameras with OCR recognition. • Should be able to recognize number plates <p>1.8 Communication features & Capabilities</p> <ul style="list-style-type: none"> • Capable of accommodating hybrid communication both radio & mobile with minimum of 3G • Multiple GPS for redundancy, minimum of 2. • Reaction teams should use mobile applications <p>1.9 Drone Fleet Management</p> <ul style="list-style-type: none"> • Provide a software for the drone fleet management & maintenance such as identification of the drone, faults, battery & fuel usage, performance. <p>1.10 Compliance with Regulatory Requirements</p> <p>The Anti-smuggling Surveillance Drone system should be configured and implemented in line with Civil Aviation Regulations and other domestic & International Regulatory laws & Requirements.</p> <p>1.11 Drone Accessories Package –</p> <ul style="list-style-type: none"> • Minimum 2 additional batteries per drone • Battery charging hub • Spare propellers 		

S/N	Equipment & Minimum Specification Required	Quantity	Supplier's Item Specifications (Please indicate the specifications of the proposed item)
	<ul style="list-style-type: none"> • Rugged transport case • Basic maintenance toolkit 		
7	<p>Thermal / Night Vision Fusion Binoculars–</p> <ul style="list-style-type: none"> • Thermal and low-light imaging capability for day/night surveillance • High-sensitivity sensors for long-range detection • Integrated features such as laser rangefinder, digital compass and video recording (preferred) • Rugged construction (IP67 or equivalent) • Weight ≤560 g • Adjustable diopter • Battery: AA lithium battery compatible • Battery life ≥16 hours continuous operation 	10	
9	<p>Patrol Motorcycles</p> <ul style="list-style-type: none"> • Engine capacity ≥180cc or equivalent • Suitable for rough terrain and patrol operations • Durable suspension system for off-road conditions • Supplied with basic toolkit, documentation and safety accessories 	3	
	<p>Motor Vehicle Diagnostic Scanners – Motor Vehicle Diagnostic Machines</p> <ul style="list-style-type: none"> • Advanced diagnostic tablet for vehicle diagnostics • Compatible with multiple vehicle brands • Live data streaming capability • Fault code reading and clearing 	3	

S/N	Equipment & Minimum Specification Required	Quantity	Supplier's Item Specifications (Please indicate the specifications of the proposed item)
	<ul style="list-style-type: none"> • Battery powered • Supplied with connectors and protective carrying case 		
	Walkie Talkies RT29 Security Grade Walkie Talkies Long Range, Heavy Duty 2 Way Radio with 3200mAh Rechargeable, Emergency Walkie Talkies	12	
	GPS Tracking Navigators Garmin Montana 760i Rugged GPS Handheld Navigator Camera 8MP, Long Battery Life	8	

SECTION IV - PRICE SCHEDULE FOR GOODS

Name of Supplier _____ Tender Number _____ Page _____ of _____

S/N	Equipment & Minimum Specification Required	Quantity	Unit Price (USD)	Total (USD)
1	<p>1. 0 TECHNICAL SPECIFICATIONS -Short Range (Distance) & Quick Reaction Drones. The Drones are for use at the designated ports of entry and suspected illegal crossing points along the borderline. They should be civilian drones and not for military use.</p> <p>1.1 The detailed specifications are as follows: Type of Drone-Multi-rotor - for vertical take-off/landing (VTOL) and hovering capabilities. Maximum Endurance & Speed- 40–60 minutes without payload/Camera Weight & Portability-(<3.5 kg to <9 kg) with payload Operating Range (Distance) - Operational range of at least 5-10 km radius. Operational Height- Maximum operating altitude 5000-7000 AGL (Above Ground Level)</p> <p>1.2 Payload Sensors (Cameras) Daylight Sensor: Electro-optic (EO) camera with at least 10X optical zoom and 4K or 16MP+ resolution. Night Sensor: Thermal imager with 640 x 480 or 640 x 512 resolution and sensitivity < 50 mK. Stabilization: 3-axis gyro-stabilized gimbal (pan 360°, tilt 90°).</p>	2		

S/N	Equipment & Minimum Specification Required	Quantity	Unit Price (USD)	Total (USD)
	<p>1.3 Navigation & Autonomous Features- Autonomous Take-off & Landing, waypoint navigation, target tracking, and autonomous return-to-home on low battery or communication failure</p> <p>1.4 Data Link & Security- Encrypted transmission with operating frequencies of 2.4 GHz or 5.8 GHz.</p> <p>1.5 GENERAL SPECIFICATIONS</p> <p>Provide live and real-time communication with Control Room and Ground Reaction Teams</p> <p>Capable of follow up, tracking and locking</p> <p>Be capable of operating during the day and night</p> <p>Should have Thermal/ infrared camera for both day and night operations</p> <p>Operate or withstand adverse weather conditions, Cameras with zoom capability (for colour checking and even face identification and number plate recognition</p> <p>Have Spares backup</p> <p>Should State the battery life cycle</p> <p>Have Anti crash and safe landing sensors in case of power failure</p> <p>Minimum Speed 60 km/hour</p> <p>Flight hours before service-200hours.</p> <p>Should have safe return functionalities to cater for emergencies.</p> <p>Should have mechanisms to detect and prevent interference with surveillance activities and communication of data to control rooms</p> <p>Should operate using GPS.</p>			

S/N	Equipment & Minimum Specification Required	Quantity	Unit Price (USD)	Total (USD)
	<p>1.6 Control Station/Room Specifications</p> <p>Computers with adequate internal storage for receiving data from the Drones.</p> <p>Servers to cater for data storage at each port of entry. Have capabilities to send data to Central Servers and Command Centre in Kampala periodically.</p> <p>Should be supported by Portable Control Rooms and ground control systems</p> <p>Should have capabilities to send an alarm of illegal activities</p> <p>Software should be compatible with cameras for live transmission of data</p> <p>Capable of frequency hopping</p> <p>Uninterrupted Power Supply (UPS) in control room</p> <p>Minimum storage of 1TB for Control Rooms.</p> <p>Software compatible with Windows/ Microsoft applications</p> <p>Capable of network integration with minimum of 4G</p> <p>1.7 Drones Camera</p> <p>3D camera capable of rotation 360 and minimum 50Mp(mega pixels)</p> <p>Cameras with OCR recognition.</p> <p>Should be able to recognize number plates</p> <p>1.8 Communication features & Capabilities</p> <p>Capable of accommodating hybrid communication both radio & mobile with minimum of 3G</p>			

S/N	Equipment & Minimum Specification Required	Quantity	Unit Price (USD)	Total (USD)
	<p>Multiple GPS for redundancy, minimum of 2. Reaction teams should use mobile applications</p> <p>1.9 Drone Fleet Management</p> <ul style="list-style-type: none"> • Provide a software for the drone fleet management & maintenance such as identification of the drone, faults, battery & fuel usage, performance. <p>1.10 Compliance with Regulatory Requirements</p> <p>The Anti-smuggling Surveillance Drone system should be configured and implemented in line with Civil Aviation Regulations and other domestic & International Regulatory laws & Requirements.</p> <p>5.11 Drone Accessories Package –</p> <ul style="list-style-type: none"> • Minimum 2 additional batteries per drone • Battery charging hub • Spare propellers • Rugged transport case • Basic maintenance toolkit 			
2	<p>Thermal / Night Vision Fusion Binoculars–</p> <ul style="list-style-type: none"> • Thermal and low-light imaging capability for day/night surveillance • High-sensitivity sensors for long-range detection • Integrated features such as laser rangefinder, digital compass and video recording (preferred) • Rugged construction (IP67 or equivalent) • Weight ≤560 g 	10		

S/N	Equipment & Minimum Specification Required	Quantity	Unit Price (USD)	Total (USD)
	<ul style="list-style-type: none"> Adjustable diopter Battery: AA lithium battery compatible Battery life ≥16 hours continuous operation 			
5	Patrol Motorcycles <ul style="list-style-type: none"> Engine capacity ≥180cc or equivalent Suitable for rough terrain and patrol operations Durable suspension system for off-road conditions Supplied with basic toolkit, documentation and safety accessories 	3		
6	Motor Vehicle Diagnostic Scanners – Motor Vehicle Diagnostic Machines <ul style="list-style-type: none"> Advanced diagnostic tablet for vehicle diagnostics Compatible with multiple vehicle brands Live data streaming capability Fault code reading and clearing Battery powered Supplied with connectors and protective carrying case 	3sets		
7	Thermal / Night Vision Fusion Binoculars– <ul style="list-style-type: none"> Thermal and low-light imaging capability for day/night surveillance High-sensitivity sensors for long-range detection Integrated features such as laser rangefinder, digital compass and video recording (preferred) Rugged construction (IP67 or equivalent) Weight ≤560 g Adjustable diopter Battery: AA lithium battery compatible Battery life ≥16 hours continuous operation 	10		

S/N	Equipment & Minimum Specification Required	Quantity	Unit Price (USD)	Total (USD)
9	Patrol Motorcycles <ul style="list-style-type: none"> • Engine capacity ≥180cc or equivalent • Suitable for rough terrain and patrol operations • Durable suspension system for off-road conditions • Supplied with basic toolkit, documentation and safety accessories 	3		
	GPS Tracking Navigators Garmin Montana 760i Rugged GPS Handheld Navigator Camera 8MP, Long Battery Life	8		

SECTION V - APPENDICES

APPENDIX 1: MANUFACTURER'S AUTHORIZATION FORM

Note: This form shall be completed and submitted alongside the Technical bid

To *TMA*

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*] do hereby authorize

[*Name and address of Agent*] to submit a tender, and subsequently negotiate and sign the Contract with you against tender No..... [*Reference of the Tender*] for the above goods manufactured by us

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

[*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.

APPENDIX 2: TECHNICAL BID SUBMISSION FORM

Note: This form shall be completed and submitted alongside your Qualification/Technical Bid

Technical 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]*

To: **Trademark Africa**

Fidelity Insurance Centre

2nd Floor, Off Waiyaki Way

P.O Box 313-00606

Nairobi, Kenya.

Tel +254 20 423 5000

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents;
- (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) Our bid shall be valid for the period of time specified in the ITT, from the date fixed for the bid submission deadline in accordance with the ITT, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (d) If our bid is accepted, we commit on request to obtain a performance security for the due performance of the Contract;
- (e) We have no conflict of interest;
- (f) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall not constitute a binding contract between us, until a formal contract is prepared and executed.
- (g) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Signed: *[signature of person authorized by the Bidder to sign the bid submission form, and whose name and title are shown below]*

Name: *[insert full name]*

Title: *[insert official title]*

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

APPENDIX 3: FAIR PRICE DECLARATION FORM

Note: This form shall be completed and submitted alongside the Financial bid

We/I _____ [insert name of the consultant or consultancy firm] hereby declare that the price quoted in our financial proposal/quotation/ pro-forma invoice [delete that which is not applicable] are in line with the market rates and/or the approved professional charges and are economical. We also confirm that the prices quoted have been arrived at independently and without consultation with any other supplier. We/I hereby give Trademark Africa authority to terminate the contract without further communication should they discover that we/I _____ [insert name of consultant or consultancy firm] are/am in contravention of this declaration.

Name:

Designation:

Signature:

Date:

APPENDIX 4: TMA SUPPLIER CODE OF CONDUCT

**Note: This form shall be completed and submitted alongside the Qualification/Technical Bid
See Attached**

APPENDIX 5: FINANCIAL BID SUBMISSION FORM

Note: This form shall be completed and submitted alongside the Financial Bid

Financial Bid Submission Form

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal.

Our attached Financial Proposal is for the amount of [Indicate the corresponding to the amount(s) currency (ies)] [Insert amount(s) in words and figures], including all applicable taxes in line with Clause 9 of this RFP tender document.

This financial bid submission/ proposal is in line with Pro-forma 1, 2, 3 and 4 of Annex 1 of this RFP tender document.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from any contract negotiations, up to expiration of the validity period of the Proposal, up to 120 days after bid submission date, that is, 20th July 2026.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours Sincerely,

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

In the capacity of: _____

Address: _____

E-mail: _____

[For a joint venture, either all members shall sign or only the lead member/ consultant, in which case the power of attorney to sign on behalf of all members shall be attached]

APPENDIX 6: PERFORMANCE SECURITY FORM

[This is for information purposes only]

Performance Security Form

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

Procurement Reference No: *[insert Procurement Reference Number]*

To: *[insert complete name of Procuring and Disposing Entity]*

WHEREAS *[insert name complete of Provider]* (hereinafter "the Provider") has undertaken, pursuant to Contract No. *[insert number]* dated *[insert day, month and year]* to provide *[brief description of the Services]* (hereinafter "the Contract").

AND WHEREAS it has been stipulated by you in the aforementioned Contract that the Provider shall furnish you with a *[insert type of security]* Security issued by a reputable guarantor for the sum specified therein as security for compliance with the Provider's performance obligations in accordance with the Contract.

AND WHEREAS the undersigned *[insert complete name of Guarantor]*, legally domiciled in *[insert complete address of Guarantor]*, (hereinafter the "Guarantor"), have agreed to give the Provider a security:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Provider, up to a total of *[insert currency and amount of guarantee in words and figures]* and we undertake to pay you, upon your first written demand declaring the Provider to be in default under the Contract, without cavil or argument, any sum or sums within the limits of *[insert currency and amount of guarantee in words and figures]* as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This security is valid until the *[insert number]* day of *[insert month]*, *[insert year]*.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458, except that subparagraph (ii) of Sub-article 20 (a) is hereby excluded.

Name: *[insert complete name of person signing the Performance Security]*

In the capacity of *[insert legal capacity of person signing the Performance Security]*

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

Duly authorised to sign the Security for and on behalf of: *[insert complete name of Financial Institution]*

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

APPENDIX 7: ADVANCE PAYMENT SECURITY FORM

[This is for information purposes only]

Advance Payment Security Form

The Advance Payment Security should be on the letterhead of the issuing Financial Institution and should be signed by a person with the proper authority to sign documents that are binding on the Financial Institution]

Advance Payment Security

Date: *[insert date (as day, month, and year) of Advance Payment Security]*

Procurement Reference No.: *[insert Procurement Reference number]*

To: *[insert complete name of Procuring and Disposing Entity]*

In accordance with the payment provision included in the Contract, in relation to advance payments, *[insert complete name of Provider]* (hereinafter called "the Provider") shall deposit with Trademark Africa a security consisting of *[indicate type of security]*, to guarantee its proper and faithful performance of the obligations imposed by said Clause of the Contract, in the amount of *[insert currency and amount of guarantee in words and figures]*.

We, the undersigned *[insert complete name of Guarantor]*, legally domiciled in *[insert full address of Guarantor]* (hereinafter "the Guarantor"), as instructed by the Provider, agree unconditionally and irrevocably to guarantee as primary obligor and not as surety merely, the payment to Trademark Africa on its first demand without whatsoever right of objection on our part and without its first claim to the Provider, in the amount not exceeding *[insert currency and amount of guarantee in words and figures]*.

This security shall remain valid and in full effect from the date of the advance payment received by the Provider under the Contract until *[insert day and month]*, *[insert year]*.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458, except that subparagraph (ii) of Sub-article 20(a) is hereby excluded.

Name: *[insert complete name of person signing the Security]*

In the capacity of *[insert legal capacity of person signing the Security]*

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

Duly authorized to sign the Security for and on behalf of: *[insert complete name of the Financial Institution]*

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

APPENDIX 14: CONTRACT DOCUMENT FOR SUPPLY OF GOODS

CONTRACT FOR Insert Full Project Title

CONTRACT REFERENCE: **Insert PO Number**

CLIENT: **Insert Registered Client Name**

CONTRACTUAL PARTNER: **Insert Name**

SUPPLIER: **Insert Registered Business Name**

AMOUNT: **USD \$ Insert Amount**

SOURCE OF FUNDING: **Insert Appropriately**

DELIVERY: **Insert Appropriately**

DELIVERY LOCATION: **Insert Appropriately**

SECTION 1

GENERAL CONDITIONS OF CONTRACT

Definitions

In this Contract, the following terms shall be interpreted as indicated: -

1. "The Contract" means the agreement entered into between TMA and the supplier, as recorded in this Contract Document signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
2. "The Contract Price" means the price payable to the supplier under the Contract for the full and proper performance of its contractual obligations.
3. "The Goods" means all of the equipment, machinery, and/or other materials, which the supplier is required to supply to the Client under the Contract.
4. "The TMA" means the Trademark Africa
5. "The supplier" means the individual or firm supplying the Goods under this Contract.
6. "The Client" means the organization which TMA is procuring the goods/equipment on behalf.
7. "The Services" means that services ancillary to the supply of the goods, such as transportation and insurance, and any other related services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the supplier covered under the contract.

This is an Agreement between **(Insert Registered Supplier Name)**, located at **Insert Full physical address, Postal Address, City, Country** (Hereinafter called the "Supplier") and **Trademark Africa**, located at **Insert Full physical address, Postal Address, City, Country** (hereinafter called the "Financier") to supply the designated products to **Insert Full Client Name** (hereinafter called the "Client"). The terms of the agreement are as follows:

Commencement and Duration of the Services

The contract shall be effective on the date both parties sign and the services shall be completed by **Insert Day, Month (In words), Year** (End Date") or any other period as may be subsequently agreed by the parties in writing unless this Contract is terminated earlier in accordance with its terms and conditions.

Article 1: PURPOSE AND PRINCIPLES OF THE AGREEMENT

The Agreement sets out the terms under which the Client is receiving the products provided by the Supplier. It comprises of four sections; the first containing the General conditions, the second containing the special conditions, third containing the technical specifications and the fourth section containing the price schedule.

The Supplier undertakes to deliver to the Client the products in accordance with their bid thereof. Having accepted the offer made by the Supplier, TMA agrees to pay the former a total price of **USD \$ Insert Amount in Figures (Insert Amount In Words)**.

There is no employer/employee relationship either actual or implied.

1. Standards

The goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications Section 3.

2. Enforceability of the Contract

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 this contract.

3. Use of Contract Documents and Information

The Supplier shall not, without TMA's prior written consent, disclose the Contract, or any provision, specification, plan, drawing, pattern, sample, or information furnished by or on behalf of TMA.

4. Patent Rights

The supplier shall indemnify TMA against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in TMA's country of operation.

5. Performance Security

Within thirty (30) days of receipt of the notification of Contract award, the successful supplier shall furnish to TMA the performance security in the amount specified in Special Conditions of Contract.

- a) The performance security shall be payable to TMA as compensation for any loss resulting from the supplier's failure to complete its obligations under the Contract.

- b) The performance security shall be denominated in the currency of the Contract or in a freely convertible currency acceptable to TMA and shall be in the form of a bank guarantee or an irrevocable letter of credit issued by a reputable bank acceptable to TMA.
- c) The performance security will be discharged by TMA and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the Contract, including any warranty obligations, under the Contract.

6. Inspection and Tests

The Client or their authorised agents shall have the right to carry out inspection of the products to determine their conformity with the technical specifications as laid down in the tender document and/or the bidder's offer. All goods supplied must be new, free of defect and manufactured recently. Used and/or refurbished goods or components will be automatically rejected.

- a) The inspections and tests may be conducted in the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Client.
- b) Should any inspected or tested goods fail to conform to the Specifications, the Client shall reject the goods, and the supplier replaces the rejected goods at no cost to TMA.

7. Prices

Prices charged by the Supplier for goods delivered and services performed under the Contract shall not, with the exception of any price adjustments authorized in Special Conditions of Contract, vary from the prices by the tenderer in its tender.

8. Assignment

The tenderer shall not assign, in whole or in part, its obligations under this Contract, except with TMA's prior written consent.

9. Subcontracts

The Supplier shall notify TMA in writing of all subcontracts awarded under this Contract if not already specified in the tender. Such notification, in the original tender or later, shall not relieve the Supplier from any liability or obligation under the Contract.

10. Duration

The Agreement shall remain in force at all times until the contractual obligation of all parties has been fully executed.

11. Termination

TMA, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, shall terminate this Contract in whole or in part if the Supplier fails to deliver any or all of the goods within the periods specified in the Contract or fails to perform any other obligation(s) under the Contract.

12. Delivery and Reception

The Supplier is responsible for delivering the products specified in Section 4. The products must be delivered within **90 days** from the contract signature date.

- a) The Client or his authorised representative shall be responsible for providing the premises for the receipt and inspection of the products. The Client or his authorised representative will deliver an acknowledgement of delivery when products are proven to be compliant both in quantity and description with the items listed in Section 3 of this agreement.
- b) The Supplier is responsible for installing and testing the products specified in Section 3. The Client or his authorised representative will deliver a certificate of acceptance when products are proven to be fully functional as per the product specifications specified in the bidder's offer and technical specifications laid down in the RFQ.

13. Payment

The total cost of the products and related services shall be paid **30 days** after receipt of an invoice by the TMA and is conditional on satisfactory delivery/installation of the products and the issue of the certificate of acceptance by the Client. All invoices will be in **United States Dollars** addressed to TMA.

- a) Payment will be authorised by TMA only after certification of receipt of the products by the Client.
- b) In certain circumstances an advance payment may be agreed but all such advance payments shall be covered by a bank guarantee provided by a bank and in a form acceptable to the Client and TMA that shall be released upon delivery of that part of the products or related services covered by the advance payment.

14. Performance Bond

In certain circumstances the Client or TMA may require the Supplier to provide a performance bond of 10% of the total contract price on signature of the agreement that shall lapse when certificate of acceptance has been released.

15. Supplier Equipment

Any equipment provided by the Supplier and that ownership of which is not transferred to the Client at the completion of the agreement shall be the sole responsibility of the Supplier and shall be removed from the Client's premises within one week of the completion of the agreement.

16. Insurance

The Supplier undertakes to have in place all legally required insurances throughout the entire duration of this agreement as well as any other specific insurance required by the Client as advised to the Supplier prior to signature of the agreement. The Goods supplied under the Contract shall be fully insured against loss or damage incidental to manufacturer or acquisition, transportation, storage, and delivery.

17. Invoicing

Invoices presented to the TMA should include any import, customs duties, value added tax and any other fees or similar charges imposed. Original invoices should be sent to invoices@trademarkafrica.com. Invoices should clearly list the Contract Number, the dates and the months to which they relate. Invoices should also include details of the Consultant's bank account to which TMA are requested to transfer payments.

18. Liquidated Damages

If the Supplier fails to deliver any or all of the goods within the period(s) specified in the contract, TMA shall, without prejudice to its other remedies under the contract, deduct from the contract prices liquidated damages sum equivalent to 2% for every week's delay of the delivered price of the delayed items up to a maximum deduction of 10% of the delayed goods.

In the case of non-performance by the Supplier after the application of the maximum fine, the Client shall have all rights, after giving written notice to the Supplier, to:

- Exercise any performance guarantee;
- Terminate the contract; and
- Enter into a contract with a third party at the Supplier's cost.

19. Bankruptcy

If the Supplier shall become bankrupt or insolvent or have a receiving order made against it or compound with its creditors or commence winding up proceedings (not being a member's voluntary winding up for the purpose of reconstruction or amalgamation) or carry on its business under a receiver for the benefit of its creditors or any of them, TMA shall be at liberty either:

- a) To terminate the Agreement forthwith by notice in writing to the bankrupt or insolvent party or to the Receiver or Liquidator or to any other person in whom the rights of the Supplier may become vested, or to
- b) Give such Receiver, Liquidator or other person the option of continuing the Agreement subject to such person providing a guarantee for the due and faithful performance of the Agreement within a period to be agreed.

20. Force Majeure

In the event of force majeure, the Supplier shall be entitled to an extension of delivery time equivalent to the period of delay. Force majeure is understood to include but not be limited to natural catastrophes, civil wars, and any circumstances that could not reasonably have been foreseen by a competent Supplier.

The Supplier shall not be liable for forfeiture of its performance security or termination for default if and to the extent that its delays in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

21. Full Agreement

In addition to this contract the following constitute part of the agreement:

- Notification letter
- The bidder's offer
- The provisions of the tender document.

22. Limitation

This agreement constitutes the entire rights and obligations under this contract. There are no additions, deductions or alterations except upon the written agreement of both parties.

23. Applicable Law and Language

The language of the contract and the applicable law governing the contract shall be English and the Laws of **Insert Country which holds the project budget** respectively unless otherwise stated.

24. Dispute Resolution

TMA and the Supplier shall make every effort to resolve amicably by direct informal negotiation and disagreement or dispute arising between them under or in connection with the contract if, after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute, either party may require adjudication in an agreed national or international forum, and/or international arbitration.

Unless settled amicably, any dispute, controversy or claim arising out of or relating to this contract, including its formation, its interpretation or the breach, termination or invalidity thereof shall be settled by arbitration in accordance with the laws of **Insert Country which holds the project budget** as presently in force.

Notwithstanding any adjudication or arbitration proceedings no party shall commit an anticipatory breach of contract.

25. Joint venture, Consortium or Association

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.

26. Taxes and Duties

A supplier shall be entirely responsible for all taxes, duties etc incurred until delivery of the contracted goods to the purchaser.

27. Risk and Title

Risk and title for the goods shall pass upon delivery to the client site as defined in this contract.

28. Confidentiality

The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the TMA in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

29. Warranty

- a) The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract.
- b) The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the Purchaser's specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.

- c) This 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 Contract or any other time period indicated in the SCC.
- d) TMA shall promptly notify the Supplier in writing of any claims arising under this warranty.
- e) Upon receipt of such Notice, the Supplier shall, within 21 days, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.
- f) If the Supplier, having been notified, fails to remedy the defect(s) within, 21 days, TMA may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which TMA may have against the Supplier under the Contract.
- g) Delays in remedial action beyond 21 days shall be subject to liquidated damages at the rate in this contract without prejudice to any other rights or remedies, which the Purchaser may have against the Supplier under the Contract.

30. Extension of Time

If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify TMA in writing of the fact of the delay, it's likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, TMA shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.

31. Transportation

The Supplier is required under the Contract to transport the Goods to the final destination. Transport to such final destination including insurance and storage, as specified in the Contract, shall be arranged by the Supplier, and related costs are deemed to be included in the Contract Price.

32. Effective Date of the Contract

This contract takes effect on the date that the last of the undersigned signatories attaches their signature.

Supplier

Financier

Name:

Name:

Position:

Position:

Signature:.....

Signature:.....

Date:.....

Date:.....

For and on behalf of Insert Company Name

For and on behalf of Trademark Africa

SECTION 2

SPECIAL CONDITIONS OF CONTRACT

1. Notes on Special Conditions of Contract

The clauses in this section are intended to assist TMA in providing contract-specific information in relation to corresponding clauses in the General Conditions of Contract.

The provisions of Section 2 complement the General Conditions of Contract (GCC) included in Section 1, specifying contractual requirements linked to the special circumstances of TMA and the goods being procured. In preparing Section 2, the following aspects should be taken into consideration.

- a) Information that complement provisions of Section 1 must be incorporated and,
- b) Amendments and/or supplements to provisions of Section 1, as necessitated by the circumstances of the goods being procured must also be incorporated.

Special conditions of contract as relates to the GCC:

REFERENCE OF GCC	SPECIAL CONDITIONS OF CONTRACT
11. Termination	<p>Termination and Suspension</p> <p>TMA or the Consultant may terminate the Contract by giving not less than 30 days written notice. In such cases, TMA shall be liable to make payments only for work completed and delivered, of acceptable standard.</p> <p>Specifically, TMA reserves the right to terminate this Contract if the Consultant fails to perform any of its obligations or to comply with the conditions and requirements set out in this Contract.</p> <p>Without prejudice to the above paragraph, TMA reserves the right to withdraw or suspend payments to the Consultant immediately under the following circumstances:</p> <ol style="list-style-type: none">i. The Consultant has engaged in illegal, corrupt, fraudulent, coercive, collusive or conflict of interest practices in connection with the Contract, without the Consultant having taken timely and satisfactory action to the satisfaction of TMA to address such practices when they occur;ii. The Consultant fails to comply with its obligations in the fields of environmental, social or labour regulations, including sexual harassment and any form of abuse, including but not limited to failure by a supplier to take preventative measures, investigate allegations or to take corrective action against sexual exploitation or abuse incidences;iii. The Consultant fails to comply with its obligations under Anti-Terrorism and Organised Crime requirements of TMA;

	<p>iv. A representation or statement made by the Consultant in or pursuant to the Contract intended to be relied upon by TMA in making the Contract, which was incorrect in any material aspect.</p> <p>A full accounting of all payments made under this contract will be required prior to the conclusion of the notice period, in addition to full reimbursement of any unspent advance payments to the Consultant.</p> <p>For any of the above, any unspent or inconsistently spent payments must be returned to TMA within 30 days of the termination notice.</p>
	<p>Bribery, Conflict of Interest, Corruption and Fraud</p> <p>The Consultant shall not, and shall ensure that any person affiliated with the Consultant shall not:</p> <ul style="list-style-type: none"> i. Participate in the selection, award or administration of a contract, grant or other benefit or transaction funded by the Contract, in which the person, members of the person’s immediate family or his or her business partners, or organisations controlled by or substantially involving such person, has or have any financial interest; ii. Participate in transactions involving organisations or entities with which or whom that person is negotiating or has any arrangement concerning prospective employment; iii. Offer, give, solicit or receive, directly or indirectly, gratuities, favours, gifts or anything else of value to influence the action of any person involved in the procurement process or contract execution; iv. Misrepresent or omit facts in order to influence the procurement process or execution of the contract; v. Engage in a scheme or arrangement between two or more bidders, with or without the knowledge of the Consultant designed to establish bid prices at artificial, non-competitive levels; or vi. Participate in any other practice that is or could be construed as an illegal, corrupt or a conflict of interest in the country of operation. <p><u>Disclosure:</u> If the Consultant has knowledge or becomes aware of any:</p> <ul style="list-style-type: none"> i. Actual, apparent or potential conflict between financial interests of any person affiliated with the Contract and/or TMA; or ii. Any of the practices listed under (i) to (vi) above, <p>the Consultant shall immediately disclose the same directly to Procurement Director, TMA.</p> <p>TMA reserves the right to terminate this Contract if the Consultant or any person affiliated with the Consultant fails to perform any of its obligations or to comply with the conditions and requirements listed under (i) to (vi) above.</p>

	<p>Further details can be found in the Code of Ethics under Clause 4 (Fraud and Corruption) and to report such activities, the Consultant will follow the steps provided in Clause 8 of the same document.</p>
	<p>Anti-terrorism and Organized Crime</p> <p>The Contract funds shall not be used to finance terrorism and other criminal activities. The Consultant shall take all appropriate measures to ensure that the Contract payments are not used for unintended purposes including but not limited to money laundering and exploitation by terrorist organisations and/or their support networks.</p> <p>The Consultant shall verify to the maximum extent reasonably possible that any parties associated with the Contract shall substantially protect TMA’s resources from diversion to unintended purposes including but not limited to exploitation by terrorist organisations and/or their support networks.</p> <p>TMA reserves the right to terminate this Contract if the Consultant or any person affiliated with the Consultant fails to perform any of its obligations or to comply with the conditions and requirements listed under this clause.</p>
	<p>Safeguarding</p> <p>TMA’s Environmental and Social Standard shall be an integral part of the contract.</p> <p>The Consultant shall ensure that the Contract is implemented with strict adherence to TMA’s Supplier Environmental and Social Standards document that includes adherence to policies against bullying, sexual exploitation, harassment and abuse. The Consultant shall ensure that all steps are taken to mitigate against any identified environmental, social, and safeguarding risks that may arise as a result of the Contract.</p> <p>TMA reserves the right to terminate this Contract if the Consultant or any person affiliated with the Consultant fails to perform any of its obligations or to comply with the conditions and requirements contained in the Supplier Environmental and Social Standards document.</p>
	<p>Code of Ethics</p> <p>The Consultant shall comply with TMA’s Code of Ethics which forms part of this Agreement as amended from time to time, which must be signed off and adopted prior to TMA making payments on the Contract.</p> <p>The Consultant shall at all times act loyally and impartially and as a faithful advisor to TMA in accordance with the rules and/or codes of conducts governing its profession.</p>

The Consultant shall in particular refrain from making any public statements concerning the services without prior written approval of TMA, and from engaging in any activity which conflicts with its obligations towards TMA under this contract.

The Consultant shall not commit TMA in any way whatsoever without TMA's prior written consent, and shall, where appropriate, extend this obligation to third parties.

TMA reserves the right to terminate this Contract if the Consultant or any person affiliated with the Consultant fails to perform any of its obligations or to comply with the conditions and requirements contained in the Code of Ethics.

SECTION 3

TECHINICAL SPECIFICATIONS

[Insert]

