



STANDARD BIDDING DOCUMENT FOR GOODS

TENDER NUMBER: PRQ20260122

TENDER TITLE: SUPPLY, INSTALLATION, TESTING, COMMISSIONING, TRAINING AND AFTER-SALES SUPPORT OF A 5 TPH SEMI-AUTOMATED AVOCADO GRADING AND PACKING LINE, HANDLING EQUIPMENT, SECURITY SYSTEMS AND DIGITAL TRACEABILITY SYSTEMS FOR NAEB IN KIGALI, RWANDA

DATE OF INVITATION: 01 October 2026

SUBMISSION DEADLINE: 02 November 2026 at 1100 hours Rwanda time (CAT)

Specific Procurement Notice

[Goods and Related Services]

Country: *Rwanda*

Project: supply, installation, testing, commissioning, training and after-sales support of a 5 tph semi-automated avocado grading and packing line, handling equipment, security systems and digital traceability systems for NAEB in Kigali Rwanda

Beneficiary: National Agricultural Export Development Board (NAEB)

Tender No.: PRQ20260122

Tender Title: *supply, installation, testing, commissioning, training and after-sales support of a 5 tph semi-automated avocado grading and packing line, handling equipment, security systems and digital traceability systems in Kigali Rwanda*

Issued on: 01 October 2026

1. TradeMark Africa has allocated financing received from Denmark under the Sustainable Inclusive Trade in Africa (SITA) Programme towards supply, installation, testing, commissioning, training and after-sales support of a 5 tph semi-automated avocado grading and packing line, handling equipment, security systems and digital traceability systems in Kigali, Rwanda and intends to apply part of the funds toward payments under the resulting contracts.
2. Bidders may Bid for one or several contracts, as further defined in the bidding document. Bidders wishing to offer discounts in case they are awarded more than one contract will be allowed to do so, provided those discounts are included in the Letter of Bid.
3. TradeMark Africa now invites Bids from eligible and qualified Bidders for *supply, installation, testing, commissioning, training and after-sales support of a 5 tph semi-automated avocado grading and packing line, handling equipment, security systems and digital traceability systems in Kigali Rwanda to be delivered completed within 9 calendar months.*
4. Bidding will be conducted through Open procurement as specified in the TMA Procurement Procedures Manual.
5. A two-envelope procedure will be used; Technical Bids and Financial Bids will be evaluated in accordance with the evaluation process set out in the bidding documents.
6. Interested, eligible and qualified Bidders may obtain the bidding documents and further information at www.trademarkafrica.com/procurement. This is an open tender; prior appointment to a TMA equipment framework is not a condition of participation.
7. The attention of interested bidders is drawn to their conformance to the TMA policies on conflict of interest, code of conduct, confidentiality, intellectual property, organized crime, anti-terrorism financing, environmental and social standards and sanction policies, which shall apply in this contract.
8. The Technical Bid and the Financial Bid shall be submitted electronically through SAP Ariba in the separate Technical and Financial Envelopes of the event at the following link: <https://portal.us.bn.cloud.ariba.com/dashboard/public/appext/comsapsbncdiscoveryui#/RfxEvent/preview/>

1110027699?anId=ANONYMOUS. Bids must be submitted by 1100 hours Rwanda time (CAT) on Monday 02 November 2026. The Technical Bids will be opened virtually at 1130 hours Rwanda time (CAT) on the same day. Financial Bids will remain sealed in SAP Ariba until completion of technical evaluation. Refer to the Bid Data Sheet for submission and opening procedures.

9. The address referred to above is as follows:

Procurement Entity:

TradeMark Africa

M&M Plaza 7th Floor,

KG8 AV, 6 Gishushu,

Gasabo District

P O Box 523 Kigali, Rwanda

Tel: +250 788 380 730

procurement@trademarkafrica.com

E-mail: **procurement@trademarkafrica.com**

Website: **<https://www.trademarkafrica.com/procurement>**

Table of Contents

PART 1 – Bidding Procedures	5
Section I - Instructions to Bidders	6
Section I - Instructions to Bidders	8
Section II - Bid Data Sheet (BDS)	29
Section III - Evaluation and Qualification Criteria	34
Section IV - Bidding Forms.....	43
PART 2 – Supply Requirements	66
Section V - Schedule of Requirements	67
PART 3 – Contract.....	105
Section VI - General Conditions of Contract.....	106
Section VII - Special Conditions of Contract	126
Section VIII - Contract Forms.....	130

PART 1 – Bidding Procedures

Section I - Instructions to Bidders

Contents

A. General	8
1. Scope of Bid	8
2. Source of Funds	8
3. Fraud and Corruption	8
4. Eligible Bidders.....	9
5. Eligible Goods and Related Services	10
B. Contents of the Bidding Document	10
6. Sections of Bidding Document.....	10
7. Clarification of the Bidding Document	11
8. Amendment of Bidding Document.....	11
C. Preparation of Bids.....	12
9. Cost of Bidding.....	12
10. Language of Bid.....	12
11. Documents comprising Bid	12
12. Letters of Bid.....	13
13. Alternative Bids.....	13
14. Bid prices and Discounts	13
15. Currencies of Bid and Payment.....	14
16. Documents Establishing the Eligibility and Conformity of the Goods and Related Services.....	15
17. Documents Establishing the Eligibility and Qualifications of the Bidder.....	15
18. Period of Validity of Bids.....	16
19. Bid Security	16
20. Format and Signing of Bid.....	17
D. Submission of Bids	18
21. Sealing and Marking of Bids.....	18
22. Deadline for Submission of Bids	18
23. Late Bids.....	18
24. Withdrawal, Substitution, and Modification of Bids	18
E. Opening of Technical Bids.....	19
25. Opening of Technical Bids.....	19
F. General Provisions for Evaluation of Bids	20
26. Confidentiality.....	20
27. Clarification of Bids	20

28. Deviations, Reservations, and Omissions	20
29. Nonconformities, Errors and Omissions	21
G. Evaluation of Technical Bids	21
30. Evaluation of Technical Bids	21
31. Determination of Responsiveness	21
32. Qualification of the Bidders and Detailed Evaluation of the Technical Bids	22
H. Notification of Evaluation of Technical Bids and Opening of Financial Bids	22
33. Notification of Evaluation of Technical Bids and Opening of Financial Bids	22
I. Evaluation of Financial Bids	23
34. Evaluation of Financial Bids	23
35. Correction of Arithmetic Errors	24
36. Conversion to Single Currency	25
37. Margin of Preference	25
38. Comparison of Financial Bids	25
39. Abnormally Low Bids	25
J. Lowest Evaluated Bid and Notification of Intention to Award	26
40. Lowest Evaluated Bid	26
41. Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids	26
42. Standstill Period	26
43. Notification of Intention to Award	26
K. Award of Contract	26
44. Award Criteria	26
45. Purchaser's Right to Vary Quantities at Time of Award	26
46. Letter of Acceptance	27
47. Signing of Contract	27
48. Performance Security	27
49. Debriefing by the Purchaser	28
50. Contract Award Notice	28
51. Procurement Complaints	28

Section I - Instructions to Bidders

This Section provides information to help Bidders prepare their Bids. It is based on a two-envelope bidding process. Information is provided on the submission, opening, and evaluation of Bids and on the award of Contracts. This Section I contains provisions that are to be used without modification, changes, or deletion.

A. General

- | | |
|--------------------------------|---|
| 1. Scope of Bid | <p>1.1 In connection with the Specific Procurement Notice specified in the Bid Data Sheet (BDS), the Purchaser, as specified in the BDS, issues this bidding document for the supply of Goods and, if applicable, any Related Services incidental thereto, as specified in Section V, Schedule of Requirements. The name, identification and number of lots (contracts) of this RFB are specified in the BDS.</p> <p>1.2 Throughout this bidding document:</p> <ul style="list-style-type: none"> (a) the term “in writing” means communicated in written form (e.g. by mail, e-mail if specified in the BDS, distributed or received through the electronic-procurement system used by the Purchaser), with proof of receipt. (b) if the context so requires, “singular” means “plural” and vice versa; and (c) “Day” means calendar day, unless otherwise specified as “Business Day”. A Business Day is any day that is an official working day, excluding official public holidays of the Purchaser’s country. |
| 2. Source of Funds | <p>2.1 The Purchaser specified in the BDS has received financing (hereinafter called “funds”) towards the project named in the BDS. The Purchaser intends to apply the funds to eligible payments under the contract for which this bidding document is issued.</p> |
| 3. Fraud and Corruption | <p>3.1 TMA requires compliance with the Supplier Code of Conduct and its sanctions policies and procedures as set forth therein. Bidders are required to conform to all the TMA policies on conflict of interest, code of ethics, confidentiality, intellectual property, organized crime, anti-terrorism financing, environmental and social standards, which shall apply in this contract.</p> <p>3.2 In further pursuance of this policy, Bidders shall permit and shall cause their agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and personnel, to permit TMA to inspect all accounts, records and other documents relating to any bidding process and contract</p> |

performance (in the case of award), and to have them audited by auditors appointed by TMA.

4. Eligible Bidders

- 4.1 A Bidder may be a firm that is a private entity, a state-owned enterprise or institution (subject to ITB 4.6), or any combination of such entities in the form of a joint venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the Bidding process and, in the event the JV is awarded the Contract, during contract execution. Unless specified in the **BDS**, there is no limit on the number of members in a JV.
- 4.2 A Bidder shall not have a conflict of interest and shall conform to the TMA Supplier Code of conduct Policy. Any Bidder found to have a conflict of interest shall be disqualified and shall not be eligible for award of the contract.
- 4.3 A Bidder, (either individually or as a JV member) shall not participate in more than one Bid. Such participation shall result in the disqualification of all Bids in which the bidder is involved. A firm, however, may participate as a subcontractor in more than one Bid.
- 4.4 A Bidder may have the nationality of any country, subject to the restrictions pursuant to ITB 4.8. A Bidder shall be deemed to have the nationality of a country if the Bidder is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed subcontractors or subconsultants for any part of the Contract including related Services.
- 4.5 A Bidder that has been sanctioned by TMA, partner donors, the World Bank, or a Sovereign Government shall be ineligible to be awarded the contract arising from this bidding process.
- 4.6 Bidders that are state-owned enterprises or institutions may be eligible to compete and be awarded a Contract(s) only if they can establish, in a manner acceptable to TMA, that they (i) are legally and financially autonomous (ii) operate under commercial law, and (iii) are not under supervision of the Purchaser.
- 4.7 A Bidder shall not be under suspension from Bidding by the Purchaser as the result of recall of the bid security.

4.8 Firms and individuals may be ineligible if:

- (a) as a matter of law or official regulations, the Purchaser's country prohibits commercial relations with that country, provided that the TMA is satisfied that such exclusion does not preclude effective competition for the supply of goods or the contracting of works or services required; or
- (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Purchaser's country prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country.

4.9 A Bidder shall provide such documentary evidence of eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request.

5. Eligible Goods and Related Services

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

B. Contents of the Bidding Document

6. Sections of Bidding Document

- 6.1 The bidding document consists of Parts 1, 2, and 3, which include all the sections indicated below, and should be read in conjunction with any addenda issued in accordance with ITB 8.

PART 1 Bidding Procedures

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

PART 2 Supply Requirements

- Section V - Schedule of Requirements

PART 3 Contract

- Section VI - General Conditions of Contract
- Section VII - Special Conditions of Contract
- Section VIII - Contract Forms

- 6.2 The Specific Procurement Notice issued by the Purchaser is not part of this bidding document.
- 6.3 Unless obtained directly from the Purchaser, the Purchaser shall not be responsible for the completeness of the bidding document, responses to requests for clarification, the Minutes of the pre-Bid meeting (if any), or addenda to the bidding document in accordance with ITB 8. In case of any contradiction, documents obtained directly from the Purchaser shall prevail.
- 6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding document and to furnish with its Bid all information or documentation as is required by the bidding document.

**7. Clarification of
the Bidding
Document**

- 7.1 A Bidder requiring any clarification of the bidding document shall contact the Purchaser in writing at the Purchaser's address specified in the **BDS**. The Purchaser will respond in writing to any request for clarification, provided that such request is received prior to the deadline for submission of Bids within a period specified in the **BDS**. The Purchaser shall forward copies of its response to all Bidders who have acquired the bidding document in accordance with ITB 6.3, including a description of the inquiry but without identifying its source. If so specified in the **BDS**, the Purchaser shall also promptly publish its response at the web page identified in the **BDS**. Should the clarification result in changes to the essential elements of the bidding document, the Purchaser shall amend the bidding document following the procedure under ITB 8 and ITB 22.2.

**8. Amendment of
Bidding
Document**

- 8.1 At any time prior to the deadline for submission of Bids, the Purchaser may amend the bidding document by issuing addenda.
- 8.2 Any addendum issued shall be part of the bidding document and shall be communicated in writing to all who have obtained the bidding document from the Purchaser in accordance with ITB 6.3. The Purchaser shall also promptly publish the addendum on the Purchaser's web page in accordance with ITB 7.1.
- 8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Purchaser may, at its discretion, extend the deadline for the submission of Bids, pursuant to ITB 22.2.
- 8.4 The equipment pre-bid meeting and site visit will be held on Thursday 22 October 2026 at 1400 hours Rwanda time (CAT), at the existing NAEB Export Packhouse, Gikondo, Kigali, Rwanda. Attendance is not mandatory and non-

attendance shall not be a ground for disqualification. All information confirmed on site, minutes and clarifications will be shared with all bidders in writing and published on the TMA procurement website. NAEB will confirm the type and quantity of pallet stackers/electric pallet trucks, the number and locations of CCTV cameras and access-controlled doors, the type, capacity and location of container-bay weighing equipment, and the box folding area interface with Lot 1. Changes to scope, quantities or pricing will be issued by formal addendum before the submission deadline.

C. Preparation of Bids

- | | |
|-------------------------------------|--|
| 9. Cost of Bidding | 9.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process. |
| 10. Language of Bid | 10.1 The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Purchaser, shall be written in the language specified in the BDS . Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages into the language specified in the BDS , in which case, for purposes of interpretation of the Bid, such translation shall govern. |
| 11. Documents comprising Bid | <p>11.1 The Bid shall comprise two parts, namely the Technical Bid and the Financial Bid. These two parts shall be submitted electronically in two separate folders in the procurement system. The Technical Bid shall contain only information relating to the Technical Bid, and the Financial Bid shall contain only information relating to the Financial Bid.</p> <p>11.2 The Technical Bid shall contain the following:</p> <ul style="list-style-type: none"> (a) Technical Letter of Bid: prepared in accordance with ITB 12; (b) Bid Security: in accordance with ITB 19.1; (c) Alternative Technical Bid: if permissible in accordance with ITB 13, the technical part of any Alternative Bid; (d) Authorization: written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 20.3; (e) Bidder's Eligibility: documentary evidence in accordance with ITB 17 establishing the Bidder's eligibility to Bid; (f) Qualifications: documentary evidence in accordance with ITB 17 establishing the Bidder's qualifications to perform the Contract if its Bid is accepted; |

- (g) **Eligibility of Goods and Related Services:** documentary evidence in accordance with ITB 16, establishing the eligibility of the Goods and Related Services to be supplied by the Bidder;
- (h) **Conformity:** documentary evidence in accordance with ITB 16, that the Goods and Related Services conform to the bidding document;
- (i) any other document required in the **BDS**.

11.3 The **Financial Bid** shall contain the following:

- (a) **Financial Letter of Bid:** prepared in accordance with ITB 12 and ITB 14;
- (b) **Price Schedules:** completed prepared in accordance with ITB 12 and ITB 14;
- (c) **Financial Alternative Bid;** if permissible in accordance with ITB 13, the financial part of any Alternative Bid;
- (d) any other document required in the **BDS**.

11.4 The Technical Bid shall not include any financial information related to the Bid price. Where material financial information related to the Bid price is contained in the Technical Bid, the Bid shall be declared non-responsive.

11.5 In addition to the requirements under ITB 11.2, Bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful Bid shall be signed by all members and submitted with the Bid, together with the proposed Agreement.

11.6 The Bidder shall furnish in the Letter of Bid information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid.

12. Letters of Bid

12.1. The Bidder shall prepare the Technical Letter of Bid, and Financial Letter of Bid using the relevant forms furnished in Section IV, Bidding Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITB 20.3. All blank spaces shall be filled with the information requested.

13. Alternative Bids

13.1. Unless otherwise **specified in the BDS**, Alternative Bids shall not be considered.

14. Bid prices and Discounts

14.1 The prices and discounts quoted by the Bidder in the Financial Letter of Bid and in the Price Schedules shall conform to the requirements specified below.

14.2 All lots (contracts) and items must be listed and priced separately in the Price Schedules.

- 14.3 The price to be quoted in the Financial Letter of Bid, in accordance with ITB 12.1 shall be the total price of the Bid, excluding any discounts offered.
- 14.4 The Bidder shall quote any discounts and indicate the methodology for their application in the Financial Letter of Bid, in accordance with ITB 12.1.
- 14.5 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, unless otherwise specified in the **BDS**. A Bid submitted with an adjustable price quotation shall be treated as nonresponsive and shall be rejected, pursuant to ITB 31. However, if in accordance with the BDS, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a Bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.
- 14.6 If so specified in ITB 1.1, Bids are being invited for individual lots (contracts) or for any combination of lots (packages). Unless otherwise specified in the **BDS**, prices quoted shall correspond to 100% of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer discounts for the award of more than one Contract shall specify in their Bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. However, discounts that are conditional on the award of more than one lot will not be considered for bid evaluation purpose.
- 14.7 The terms DDP, CIP, CIF and other similar terms, as specified in the **BDS**, shall be governed by the rules prescribed in the current edition of Incoterms, published by the International Chamber of Commerce, as specified in the **BDS**.
- 14.8 Prices shall be quoted as specified in each Price Schedule included in Section IV, Bidding Forms. The disaggregation of price components is required solely for the purpose of facilitating the comparison of Bids by the Purchaser. This shall not in any way limit the Purchaser's right to contract on any of the terms offered. In quoting prices, the Bidder shall be free to use transportation through carriers registered in any eligible country as specified under ITB 5.1. Similarly, the Bidder may obtain insurance services from any eligible country in accordance with ITB 5.1. Prices shall be entered using the DDP Incoterm form for goods and whenever such Related Services are specified in the Schedule of Requirements, the price of each item comprising the Related Services inclusive of any applicable taxes.

15. Currencies of Bid and Payment

- 15.1 The currency of the Bid and the currency of payments shall be the same. If so specified in the **BDS**, the Bidder shall quote in the currency of the Purchaser's Country the portion of the Bid price that corresponds to expenditures incurred in the currency of the Purchaser's country.

- 15.2 The Bidder may express the Bid price in the currency specified in the **BDS**. If Bidder wishes to be paid in a combination of amounts in different currencies, it shall use no more than three foreign currencies.
- 16. Documents Establishing the Eligibility and Conformity of Goods and Related Services**
- 16.1 To establish the eligibility of the Goods and Related Services in accordance with ITB 5, Bidders shall complete the country-of-origin declarations in the Price Schedule Forms, included in Section IV, Bidding Forms.
- 16.2 To establish the conformity of the Goods and Related Services to the bidding document, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods conform to the technical specifications and standards specified in Section V, Schedule of Requirements.
- 16.3 The documentary evidence may be in the form of product brochures, literature, drawings, or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Section V, Schedule of Requirements.
- 16.4 The Bidder shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period specified in the **BDS** following commencement of the use of the goods by the Purchaser.
- 16.5 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in the Schedule of Requirements, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Purchaser's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Section V, Schedule of Requirements.
- 17. Documents Establishing the Eligibility and Qualifications of the Bidder**
- 17.1 To establish Bidder's eligibility in accordance with ITB 4, Bidders shall complete the Technical Letter of Bid, included in Section IV, Bidding Forms.
- 17.2 The documentary evidence of the Bidder's qualifications to perform the Contract, if its Bid is accepted, shall establish to the Purchaser's satisfaction:
- (a) that, if required in the **BDS**, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IV, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in the Purchaser's Country;
 - (b) that, if required in the **BDS**, in case of a Bidder not doing business within the Purchaser's Country, the Bidder is or will be (if awarded the

Contract) represented by an Agent in the country equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and

- (c) that the Bidder meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.

18. Period of Validity of Bids

- 18.1. Bids shall remain valid until the date specified in the **BDS** or any extended date if amended by the Purchaser in accordance with ITB 8. A Bid that is not valid until the date specified in the **BDS**, or any extended date if amended by the Purchaser in accordance with ITB 8, shall be rejected by the Purchaser as nonresponsive.
- 18.2. In exceptional circumstances, prior to the expiry of the Bid validity, the Purchaser may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. If a Bid Security is requested, in accordance with ITB 19, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its Bid.

19. Bid Security

- 19.1. Where specified in the **BDS**, the Bidder shall furnish, as part of the Technical Bid, a Bid Security, in original or electronic form and in the amount and currency specified in the **BDS**.
- 19.2. A Bid Security shall use the form included in Section IV, Bidding Forms.
- 19.3. The Bid security shall be a demand guarantee in any of the following forms at the Bidder's option:
 - (a) an unconditional guarantee issued by a bank;
 - (b) an irrevocable letter of credit;
 - (c) a cashier's or certified check; or
 - (d) another security specified in the **BDS**,

from a reputable source from an eligible country. In the case of a bank guarantee, the Bid security shall be submitted either using the Bid Security Form included in Section IV, Bidding Forms, or in another substantially similar format approved by the Purchaser prior to Bid submission. The Bid security shall be valid for twenty-eight (28) days beyond the original date of expiry of the Bid validity, or beyond any extended date if requested under ITB 18.2.
- 19.4. If a Bid Security is specified pursuant to ITB 19.1, any Bid not accompanied by a substantially responsive Bid Security shall be rejected by the Purchaser as non-responsive.

- 19.5. If Bid Security is specified pursuant to ITB 19.1, the Bid Security of unsuccessful Bidders shall be discharged as promptly as possible upon the successful Bidder's signing the contract and furnishing the Performance Security pursuant to ITB 48.
- 19.6. The Bid Security of the successful Bidder shall be discharged as promptly as possible once the successful Bidder has signed the Contract and furnished the required performance security.
- 19.7. The Bid Security may be forfeited:
- (a) if a Bidder withdraws its Bid prior to the expiry date of Bid validity specified by the Bidder on the Letter of Bid or any extended date provided by the Bidder; or
 - (b) if the successful Bidder fails to:
 - (i) sign the Contract in accordance with ITB 47; or
 - (ii) furnish performance security in accordance with ITB 48.
- 19.8. The Bid Security of a JV must be in the name of the JV that submits the Bid. If the JV has not been legally constituted into a legally enforceable JV at the time of Bidding, the Bid security shall be in the names of all future members as named in the letter of intent referred to in ITB 4.1 and ITB 11.5.
- 19.9. If Bid security is not required in the **BDS**, pursuant to ITB 19.1, and
- (a) if a Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Letter of Bid, or any extended date provided by the Bidder, or
 - (b) if the successful Bidder fails to: sign the Contract in accordance with ITB 47; or furnish a performance security in accordance with ITB 48;

The Purchaser may, if provided for in the **BDS**, declare the Bidder ineligible to be awarded a contract by the Purchaser for a period of time as stated in the **BDS**.

20. Format and Signing of Bid

- 20.1 The Bidder shall prepare the Bid, in accordance with ITB 11 and ITB 21.
- 20.2 Bidders shall mark as "CONFIDENTIAL" information in their Bids which is confidential to their business. This may include proprietary information, trade secrets, or commercial or financially sensitive information.
- 20.3 The Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the **BDS** and shall be attached to the Technical Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the

Bid where entries or amendments have been made shall be signed or initialized by the person signing the Bid.

- 20.4 In case the Bidder is a JV, the Bid shall be signed by an authorized representative of the JV on behalf of the JV, to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives.
- 20.5 Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialized by the person signing the Bid.

D. Submission of Bids

21. Sealing and Marking of Bids

- 21.1 The Bidder shall submit the Bids in two separate file folders (the Technical Bid and the Financial Bid), using the procedure specified in the BDS.
- 21.2 Each file should be clearly named and marked "Technical Bid-Bidder Name-Tender Reference", and the "Financial Bid-Bidder Name-Tender Reference".
- 21.3 The Bidder shall ensure that all files are virus-free, password protected (if required), and submitted in the format and method outlined in the BDS.
- 21.4 If the files are not marked as required, the Purchaser will assume no responsibility for the misplacement or premature opening of the Bid.

22. Deadline for Submission of Bids

- 22.1. Bids must be received by the Purchaser no later than the date and time specified in the **BDS**. Bidders shall follow the electronic Bid submission procedures specified in ITB 21.1.
- 22.2. The Purchaser may, at its discretion, extend the deadline for the submission of Bids by amending the bidding document in accordance with ITB 8, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

23. Late Bids

- 23.1. The Purchaser shall not consider any late submission of Bids.

24. Withdrawal, Substitution, and Modification of Bids

- 24.1. A Bidder may withdraw, substitute, or modify its Bid after it has been submitted before the deadline by sending a written notice through the procurement@trademarkafrica.com , duly signed by an authorized representative, and shall include a copy of the authorization (the power of attorney) in accordance with ITB 20.3. The corresponding substitution or modification of the Bid must accompany the respective written notice. All the notices must be:
 - (a) prepared and submitted in accordance with ITB 20 and ITB 21 and in addition, the respective documents shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," or "MODIFICATION;" and

(b) received by the Purchaser prior to the deadline prescribed for submission of Bids, in accordance with ITB 22.

24.2. Bids withdrawn in accordance with ITB 24.1 shall be deemed ineligible in the and shall not be considered in evaluation and award.

24.3. No Bid may be withdrawn, substituted, or modified after the submission deadline.

E. Opening of Technical Bids

25. Opening of Technical Bids

25.1. Except as in cases specified in ITB 23 and ITB 24.2, the Purchaser may conduct a virtual bid opening, and read out details of technical submission for all bids received by the deadline, date and time as prescribed in the BDS.

25.2. First, the written notice of withdrawal in the document marked “WITHDRAWAL” shall be opened and read out and the folder with the corresponding Bid shall not be opened. If the withdrawal request does not contain a copy of the “power of attorney” confirming the signature as a person duly authorized to sign on behalf of the Bidder, the corresponding Technical Bid will be opened. No Bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at Technical Bid opening.

25.3. Next, bids marked “SUBSTITUTION” shall be opened and read out and exchanged with the corresponding Bid being substituted, and the substituted Technical Bid shall not be opened. No Bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at Technical Bid opening.

25.4. Next, bids marked “MODIFICATION” shall be opened and read out with the corresponding Technical Bid. No Technical Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Technical Bid opening. Only Technical Bids that are opened and read out at the Technical Bid opening shall be considered further.

25.5. Next, all other bids marked “TECHNICAL BID” shall be opened one at a time. The folder marked “FINANCIAL BID” shall remain sealed and kept by the Purchaser in safe custody until they are opened at a later public opening, following the evaluation of the Technical Bids. On opening the folder marked “TECHNICAL BID” the Purchaser shall read out: the name of the Bidder and whether there is a modification; and Alternative Bid the presence or absence of a Bid Security, if required and any other details as the Purchaser may consider appropriate.

25.6. Only Technical Bids and Alternative Technical Bids that are read out at Bid opening shall be considered further in the evaluation.

- 25.7. At the opening of Technical Bids, the Purchaser shall neither discuss the merits of any Bid nor reject any Bid (except for late Bids, in accordance with ITB 23.1).
- 25.8. Following the opening of the Technical Bids, the Purchaser shall prepare a record that shall include, as a minimum (a) the name of the Bidder and whether there is a withdrawal, substitution, or modification; (b) the presence or absence of a duly sealed envelope marked FINANCIAL BID; (c) the presence or absence of a Bid Security; and (d) if applicable, any Alternative Technical Bid; and email an electronic copy of the record to all Bidders that submitted a Bid.

F. General Provisions for Evaluation of Bids

- | | |
|--|---|
| 26. Confidentiality | <p>26.1 Information relating to the evaluation of the Technical Bid shall not be disclosed to Bidders or any other person not officially concerned with the Bidding process until the notification of evaluation of the Technical Bid in accordance with ITB 33. Information relating to the evaluation of Financial Bid, and recommendation of contract award shall not be disclosed to Bidders or any other persons not officially concerned with the bidding process until the Notification of Intention to Award, the Contract is transmitted to Bidders in accordance with ITB 43.</p> <p>26.2 Any effort by a Bidder to influence the Purchaser in the evaluation or contract award decisions may result in the rejection of its Bid.</p> <p>26.3 Notwithstanding ITB 26.2, from the time of Bid opening to the time of Contract Award, if any Bidder wishes to contact the Purchaser on any matter related to the Bidding process, it should do so in writing.</p> |
| 27. Clarification of Bids | <p>27.1 To assist in the examination, evaluation, comparison of the Bids, and qualification of the Bidders, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid and that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the Evaluation of the Bids, in accordance with ITB 35.</p> <p>27.2 If a Bidder does not provide clarifications of its Bid by the date and time set in the Purchaser's request for clarification, its Bid may be rejected.</p> |
| 28. Deviations, Reservations, and Omissions | <p>28.1 During the evaluation of Bids, the following definitions apply:</p> <p>(a) "Deviation" is a departure from the requirements specified in the bidding document;</p> |

(b) “Reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the bidding document; and

28.2 “Omission” is the failure to submit part or all of the information or documentation required in the bidding document.

29. Nonconformities, Errors and Omissions

29.1 Provided that a Bid is substantially responsive, the Purchaser may waive any nonconformities in the Bid.

29.2 Provided that a Bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

G. Evaluation of Technical Bids

30. Evaluation of Technical Bids

30.1 In evaluating the Technical Bid, the Purchaser shall use the criteria and methodologies listed in ITB 31, ITB 32, BDS, and Section III, Evaluation and Qualification Criteria. No other evaluation criteria or methodologies shall be permitted.

31. Determination of Responsiveness

31.1 The Purchaser’s determination of a Bid’s responsiveness is to be based on the contents of the Bid itself, as defined in ITB 11. A substantially responsive Bid is one that meets the requirements of the bidding document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:

(a) if accepted, would:

(i) affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or

(ii) limit in any substantial way, inconsistent with the bidding document, the Purchaser’s rights or the Bidder’s obligations under the Contract; or

(b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids.

31.2 The Purchaser shall examine the technical aspects of the Bid submitted in accordance with ITB 16 and ITB 17, in particular, to confirm that all requirements of Section V, Schedule of Requirements have been met without any material deviation or reservation, or omission.

31.3 If a Bid is not substantially responsive to the requirements of bidding document, it shall be rejected by the Purchaser and may not subsequently be

made responsive by correction of the material deviation, reservation, or omission.

32. Qualification of the Bidders

- 32.1 The Purchaser shall determine, to its satisfaction, whether all eligible Bidders, whose Bids have been determined to be substantially responsive to the bidding document, meet the Qualification Criteria specified in Section III, Evaluation and Qualification Criteria.
- 32.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 17. The determination shall not take into consideration the qualifications of other firms such as the Bidder's subsidiaries, parent entities, affiliates, subcontractors (other than specialized subcontractors if permitted in the bidding document), or any other firm different from the Bidder.
- 32.3 Prior to Contract award, the Purchaser will verify that the successful Bidder (including each member of a JV) is not disqualified by TMA due to noncompliance with contractual SEAH prevention and response obligations. The Purchaser will conduct the same verification for each subcontractor proposed by the successful Bidder. If any proposed subcontractor does not meet the requirement, the Purchaser will require the Bidder to propose a replacement subcontractor.
- 32.4 Only substantially responsive bids submitted by eligible and qualified bidders shall proceed to consideration for due diligence and award of contract.

H. Notification of Evaluation of Technical Bids and Opening of Financial Bids

33. Notification of Evaluation of Technical Bids and Opening of Financial Bids

- 33.1 Following the completion of the evaluation of the Technical Bids, the Purchaser may notify in writing those Bidders who have failed to meet the Eligibility and Qualification Criteria, and/or whose Bids were considered non-responsive to the technical and commercial requirements in the bidding document, advising them of the following information:
- (a) the grounds on which their Technical Bid failed to meet the requirements of the bidding document.
 - (b) Confirmation that their Financial Bid shall remain inaccessible in the procurement system and will not be considered further in evaluation.
 - (c) notify them of the date, time and location of the opening of the FINANCIAL BIDS for the responsive Bids.
- 33.2 The Purchaser shall, simultaneously, notify in writing those Bidders whose Technical Bids have been evaluated as substantially responsive to the technical requirements in the bidding document and met the eligibility and qualification criteria, advising them of the following information:

- (a) their Bid has been evaluated as substantially responsive to the bidding document and met the eligibility and qualification criteria; and
 - (b) Their FINANCIAL BID will be opened during the virtual/physical opening of the Financial Bid.
 - (c) notify them of the date, time for virtual/physical opening of the FINANCIAL BIDS.
 - (d) Ask the Bidder to provide the Purchaser the passwords to the Financial Bid via the electronic procurement system.
- 33.3 The opening date shall be undertaken after the completion of the technical evaluation process and opening timelines will be prescribed in the **BDS**. However, if the Purchaser receives a complaint the opening date shall be subject to ITB 51. The Financial Bid shall be opened virtually as prescribed in the **BDS**
- 33.4 During the virtual opening, the Financial Bids will be opened by the Purchaser in the presence of Bidders, or their designated representatives. Bidders who met the Qualification Criteria and whose Bids were evaluated as substantially responsive will have their “FINANCIAL BID” opened. FINANCIAL BID will be opened in line with electronic procurement system guidelines. The Purchaser shall read out the names of each Bidder and the total Bid prices, per lot (contract) if applicable, including any discounts and Alternative Financial Bid, and any other details as the Purchaser may consider appropriate.
- 33.5 Only Financial Bids, Alternative Financial Bids and discounts that are opened and read out at financial Bid opening shall be considered further for evaluation.
- 33.6 The Purchaser shall neither discuss the merits of any Bid nor reject any FINANCIAL BID.
- 33.7 The Purchaser shall prepare a record of the FINANCIAL BID opening that shall include, as a minimum (a) the name of the Bidder whose FINANCIAL BID was opened; (b) the Bid price, per lot (contract) if applicable, including any discounts, (d) if applicable, any Alternative Financial Bid.
- 33.8 The record of the opening of Financial Bids shall be sent electronically to all Bidders that participated in the financial bid opening. The omission of a Bidder’s signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.

I. Evaluation of Financial Bids

34. Evaluation of Financial Bids

- 34.1 Provided that a Bid is substantially responsive, the Purchaser may rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect

the price of a missing or non-conforming item or component, by adding the average price of the item or component quoted by substantially responsive Bidders.

34.2 To evaluate the Financial Bid, the Purchaser shall consider the following:

- (a) evaluation will be done for Items or Lots (contracts), as specified **in the BDS**; and the Bid Price as quoted in accordance with ITB 14;
- (b) price adjustment for correction of arithmetic errors in accordance with ITB 35.1;
- (c) price adjustment due to discounts offered in accordance with ITB 14.4;
- (d) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITB 36;
- (e) price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITB 34.1; and
- (f) the additional evaluation factors specified in Section III, Evaluation and Qualification Criteria.

34.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Bid evaluation.

34.4 If this bidding document allows Bidders to quote separate prices for different lots (contracts), each lot will be evaluated separately to determine the Lowest Evaluated Bid using the methodology specified in Section III, Evaluation and Qualification Criteria. Discounts that are conditional on the award of more than one lot or slice shall not be considered for Bid evaluation.

34.5 The Purchaser's evaluation of a Bid will take into account the Incoterm prices to the Final Place of Destination specified in the ITB 14.7 and 14.8.

34.6 The Purchaser's evaluation of a Bid may require the consideration of other factors, in addition to the Bid price quoted in accordance with ITB 14. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of Bids, unless otherwise specified in the **BDS** from amongst those set out in Section III, Evaluation and Qualification Criteria. The criteria and methodologies to be used shall be as specified in ITB 34.2 (f).

35. Correction of Arithmetic Errors

35.1 In evaluating the Financial Bid, the Purchaser shall correct arithmetic errors on the following basis:

- (a) if there is a discrepancy between the unit price and the line-item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail, and the line item total shall be corrected.
 - (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail, and the total shall be corrected; and
 - (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.
- 35.2 Bidders shall be requested to accept correction of arithmetic errors. Failure to accept the correction in accordance with ITB 35.1, shall result in the rejection of the Bid.
- 36. **Conversion to Single Currency**
 - 36.1 For evaluation and comparison purposes, the currencies of the Bids shall be converted in a single currency as specified in the **BDS**.
- 37. **Margin of Preference**
 - 37.1 Unless otherwise specified in the **BDS**, a margin of preference shall not apply.
- 38. **Comparison of Financial Bids**
 - 38.1 The Purchaser shall compare the evaluated costs of the Bids to determine the Bid that has the lowest evaluated cost. The comparison shall be on the basis of DDP (place of final destination) prices inclusive of the cost of inland transportation and insurance to place of destination, together with prices for any required installation, training, commissioning and other services. The evaluation of prices shall take into account excise and custom duties and other taxes levied on imported goods and sales, VAT and similar taxes levied in connection with the sale or delivery of goods and related services.
- 39. **Abnormally Low Bids**
 - 39.1 An Abnormally Low Bid is one where the Bid price, in combination with other elements of the Bid, appears so low that it raises material concerns with the Purchaser as to the capability of the Bidder to perform the Contract for the offered Bid Price.
 - 39.2 In the event of identification of a potentially Abnormally Low Bid, the Purchaser shall seek written clarification from the Bidder, including a detailed price analyses of its Bid price in relation to the subject matter of the contract, scope, delivery schedule, allocation of risks and responsibilities and any other requirements of the bidding document.
 - 39.3 After evaluating the price analyses, in the event that the Purchaser determines that the Bidder has failed to demonstrate its capability to perform the contract for the Bid price offered, the Purchaser shall reject the Bid.

J. Lowest Evaluated Bid and Notification of Intention to Award

- | | |
|---|---|
| 40. Lowest Evaluated Bid | <p>40.1 The Purchaser's evaluation of responsive Bids will take into account technical factors, in addition to cost factors in accordance with Section III Evaluation and Qualification Criteria. The Purchaser will rank the Bids based on the evaluated Bid prices.</p> <p>40.2 The Purchaser will determine the Lowest Evaluated Bid, which is the Bid of the Bidder that meets the Eligibility and Qualification Criteria and whose Bid has been determined to be substantially responsive to the technical and commercial requirements in the Bidding document and is the Bid with the lowest evaluated price.</p> |
| 41. Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids | <p>41.1 The Purchaser reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids at any time prior to Contract Award, without thereby incurring any liability to Bidders. In case of annulment, all Bids submitted and specifically, Bid securities, shall be archived in the procurement system and no further procurement action shall bear on the Bids.</p> |
| 42. Standstill Period | <p>42.1 The Contract shall not be awarded earlier than the expiry of the Standstill Period. The Standstill Period shall be three (3) Business Days. The Standstill Period commences the day after the date the Purchaser has transmitted to each Bidder the notification on the outcome of tendering process. Where only one Bid is submitted, the Standstill Period shall not apply.</p> |
| 43. Notification of Intention to Award | <p>43.1 The Purchaser shall send to each Bidders, the Notification of Intention to Award the Contract to the successful Bidder, which shall contain, at a minimum, the following information (a) the name and address of the Bidder submitting the successful Bid; (b) the Contract price of the successful Bid; (c) the names of all Bidders who submitted Bids, and their Bid prices as readout, and as evaluated; (d) the expiry date of the Standstill Period; (e) instructions on how to submit a complaint during the standstill period.</p> |

K. Award of Contract

- | | |
|--|---|
| 44. Award Criteria | <p>44.1 Subject to ITB 41, the Purchaser shall award the Contract to the successful Bidder. This is the Bidder whose Bid has been determined to be the Lowest Evaluated Bid as specified in ITB 40.</p> |
| 45. Purchaser's Right to Vary Quantities at Time of Award | <p>45.1 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section V, Schedule of Requirements, provided this does not exceed the percentages specified in the BDS, and without any change in the unit prices or other terms and conditions of the Bid and the bidding document.</p> |

46. Letter of Acceptance

- 46.1 Prior to the date of expiry of the Bid validity and upon expiry of the Standstill Period, specified in ITB 42.1 or any extension thereof, and upon satisfactorily addressing any complaint that has been filed within the Standstill Period, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification of award (hereinafter and in the Contract Forms called the “Letter of Acceptance”) shall specify the sum that the Purchaser will pay the Supplier in consideration of the execution of the Contract (hereinafter and in the Conditions of Contract and Contract Forms called “the Contract Price”).
- 46.2 Letter of Acceptance shall not constitute a binding Contract between the Purchaser and the successful Bidder rather a notification of the intention to contract.

47. Signing of Contract

- 47.1 The Purchaser may send to the successful Bidder the Letter of Acceptance including the Contract Agreement.
- 47.2 The successful Bidder shall sign, date and return to the Purchaser, the Contract Agreement within five (5) days of its receipt.
- 47.3 Notwithstanding ITB 47.2 above, in case signing of the Contract Agreement is prevented by any export restrictions attributable to the Purchaser, to the country of the Purchaser, or to the use of the products/goods, systems or services to be supplied, where such export restrictions arise from trade regulations from a country supplying those products/goods, systems or services, the Bidder shall not be bound by its Bid, always provided however, that the Bidder can demonstrate to the satisfaction of the Purchaser and of the TMA that signing of the Contract Agreement has not been prevented by any lack of diligence on the part of the Bidder in completing any formalities, including applying for permits, authorizations and licenses necessary for the export of the products/goods, systems or services under the terms of the Contract.

48. Performance Security

- 48.1 Within fifteen (15) Business Days of the receipt of the Letter of Acceptance from the Purchaser, the successful Bidder, if required, shall furnish the Performance Security in accordance with the GCC 18 using for that purpose the Performance Security Form included in Section VIII, Contract Forms.
- 48.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Purchaser may award the Contract to the Bidder offering the second Lowest Evaluated Price.

- | | | |
|--|------|---|
| 49. Debriefing by the Purchaser | 49.1 | For purposes of enhancing bidders capacity, the Purchaser may undertake a debriefing session of the current process to highlight areas of improvement and provide bidding insights. |
| 50. Contract Award Notice | 50.1 | The Contract Award Notice may be published on the TMA website with free access to the public. |
| 51. Procurement Complaints | 51.1 | The procedures for making a complaint related to the procurement are as specified in the BDS . |

Section II - Bid Data Sheet (BDS)	
The following specific data for the Goods to be procured shall complement, supplement, and/or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB. Instructions for completing the Bid Data Sheet are provided, as needed, in the notes in italics mentioned for the relevant ITB.	
ITB Reference	A. General
ITB 1.1	The tender number is: PRQ20260122 The Purchaser is: TradeMark Africa (TMA). The Project Beneficiary (end user) of the Goods and Related Services is the National Agriculture Export Development Board (NAEB), Rwanda. Tender Title is: <i>supply, installation, testing, commissioning, training and after-sales support of a 5 tph semi-automated avocado grading and packing line, handling equipment, security systems and digital traceability systems in Kigali Rwanda.</i> The number and identification of lots (contracts) comprising this procurement is: Lot 1 Semi-Automated Grading & Packing Line, Lot 2 Handling Equipment, Weighing & Security, Lot 3 Digitalization & Traceability.
ITB 1.2(a)	This procurement shall be conducted through SAP Ariba. Bidders shall access the event and submit their bids using the following link: https://portal.us.bn.cloud.ariba.com/dashboard/public/appext/comsapsbncdiscoveryui#/RfxEvent/preview/1110027699?anId=ANONYMOUS. Submission by email or in hard copy shall not be accepted. The submission procedures in BDS ITB 21 and 22 apply.
ITB 2.1	The project is: Supply, Installation, Testing, Commissioning, Training and After-Sales Support of a 5 TPH Semi-Automated Avocado Grading and Packing Line, Handling Equipment, Security Systems and Digital Traceability Systems in Kigali, Rwanda. The financing is provided by Denmark under the Sustainable Inclusive Trade in Africa (SITA) Programme and administered by TradeMark Africa (TMA).
ITB 4.1	Maximum number of members in the Joint Venture (JV) shall be 2
ITB 4.5	A list of debarred firms and individuals is available on the websites of TMA, donors, the World Bank, and Sovereign Governments.
ITB 5.1	The ineligible countries for the goods are: N/A
B. Contents of Bidding Document	

ITB 7.1	For clarification purposes: Joe Namwaya; telephone +254 731 884 428; email procurement@trademarkafrica.com . Requests shall be received no later than 26 October 2026, being seven days before the submission deadline. Responses will be shared in writing and published at www.trademarkafrica.com/procurement . The equipment pre-bid meeting and site visit will be held on Thursday 22 October 2026 at 1400 hours Rwanda time (CAT), at the existing NAEB Export Packhouse, Gikondo, Kigali, Rwanda, following the civil works meeting in the morning. Attendance is not mandatory and non-attendance shall not be a ground for disqualification. All information confirmed on site, minutes and clarifications will be shared with all bidders in writing and published on the TMA procurement website. NAEB will confirm the type and quantity of pallet stackers/electric pallet trucks, the number and locations of CCTV cameras and access-controlled doors, the type, capacity and location of container-bay weighing equipment, and the box folding area interface with Lot 1. Changes to scope, quantities or pricing will be issued by formal addendum before the submission deadline.
	C. Preparation of Bids
ITB 10.1	The language of the Bid is: English All correspondence exchange shall be in English language. Language for translation of supporting documents and printed literature is English .
ITB 11.2 (i) & 11.3 (d)	The Technical Bid shall contain the completed Technical Bidding Forms and supporting documents, without Bid price information. The Financial Bid shall contain the Financial Letter of Bid, completed lot Price Schedules and any financial declarations required by the issued bidding documents. Technical and Financial Bids shall be uploaded into the respective separate envelopes in SAP Ariba. Files shall not be password-protected; confidentiality shall be maintained through the system envelope controls. Financial/price information in the Technical Bid will lead to rejection. Financial statements requested solely to demonstrate qualification are permitted in the Technical Bid.
ITB 13.1	Alternative Technical Bids and Alternative Financial Bids shall not be considered.
ITB 14.5	The prices quoted by the Bidder shall not be subject to adjustment during the performance of the Contract.
ITB 14.6	Prices quoted for each lot (contract) shall correspond at least to 100 percent of the items specified for each lot (contract). Prices quoted for each item of a lot shall correspond at least to 100 percent of the quantities specified for this item of a lot.
ITB 14.7	The Incoterms edition is: Incoterms 2020 . The applicable Incoterm is: DDP

ITB 14.8	The Final Destination: National Agriculture Export Development Board (NAEB)/ Gikondo Packhouse, Rwanda Office
ITB 15.1	The Bidder is not required to quote in the currency of the Purchaser's Country the portion of the Bid price that corresponds to expenditures incurred in that currency.
ITB 15.2	The Bid shall be quoted in the following currency: USD
ITB 16.4	Period of time the Goods are expected to be functioning (for the purpose of spare parts): 2 years
ITB 16.5	Specify the Brand Names where a Brand Justification has been approved. -N/A
ITB 17.2 (a)	Manufacturer's authorization is: required
ITB 17.2 (b)	After sales service is: required <i>If after sales service shall be required, the evaluation criteria shall be defined in Section III Evaluation and Qualification Criteria.</i>
ITB 18.1	The Bid shall remain valid until 02 March 2027, being 120 days after the submission deadline of 02 November 2026. Any extension will be requested in accordance with ITB 18.
ITB 19.1	A Bid Security shall of Ten Thousand United States Dollars (USD 10,000) be required.
ITB 19.3 (d)	Other types of acceptable securities: None
ITB 19.8	Bid Security is required.
ITB 19.9	If the Bidder performs any of the actions prescribed in subparagraphs ITB 19.9 (a) or (b), the TMA will declare the Bidder ineligible to be awarded contracts in line with sanction policy.
ITB 20.3	The written confirmation of authorization to sign on behalf of the Bidder shall consist of: Power of Attorney authorized by commissioner of oaths
	D. Submission of Bids

ITB 21.1	The procedure for electronic submission of bids is through SAP Ariba at: https://portal.us.bn.cloud.ariba.com/dashboard/public/appext/comsapsbncdiscoveryui#/RfxEvent/preview/1110027699?anId=ANONYMOUS
ITB 21 and 22	Submit the Technical Bid and the Financial Bid through the respective separate envelopes in the SAP Ariba event. Clearly identify PRQ20260122, the Bidder and the lot or lots bid in uploaded filenames. Complete all required event response fields and upload the completed bidding forms and supporting documents for each lot bid. Files shall be virus-free and shall not be password-protected. Bidders must complete the final submission action in SAP Ariba before the deadline; saving or uploading a draft does not constitute submission. Submission deadline: Monday 02 November 2026 at 1100 hours Rwanda time (CAT), equivalent to 1200 hours Kenya time (EAT). Bidders should access the event and resolve registration or access issues sufficiently in advance. Contact for submission issues: Joe Namwaya, +254 731 884 428, procurement@trademarkafrica.com ; this email is for assistance only and shall not be used to submit bids. Late Bids will not be evaluated. The SAP Ariba envelope controls replace file-password procedures, including the password request referred to in ITB 33.
ITB 24.2	N/A
E. Public Opening of Technical Bids	
ITB 25.1	Technical Bids submitted through SAP Ariba will be opened virtually on Monday 02 November 2026 at 1130 hours Rwanda time (CAT). The Purchaser will send the virtual meeting link to bidders who submit Bids. Only the Technical Envelope shall be opened at this stage. Financial Bids will remain sealed in SAP Ariba until completion of technical evaluation and shall be opened only for bidders whose bids qualify for financial evaluation in accordance with Section III. No file passwords shall be required.
H. Notification of Evaluation of Technical Bids and Opening of Financial Bids	
ITB 33.3	The procedure for opening the Financial Bids is virtual, 1 hour after issuance of technical notification to bidders
I. Evaluation of Financial Bids	
ITB 34.2(a)	Evaluation will be done for: <i>“Bids will be evaluated lot by lot. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items. An item not listed in the Price Schedule shall be assumed to be not included in the Bid, and provided that the Bid is substantially responsive, the average price of the item quoted by substantially responsive Bidders will be added to the Bid price and the equivalent total cost of the Bid so determined will be used for price comparison.”</i>

ITB 34.6	The adjustments shall be determined using the following criteria, from amongst those set out in Section III, Evaluation and Qualification Criteria: (a) Deviation in Delivery schedule: No (b) Deviation in payment schedule: No
ITB 36.1	The currency for evaluation and comparison is USD. The source of exchange rates is the Central Bank of Rwanda. The exchange-rate date is the deadline for submission of Bids specified in this BDS, including any extension issued under ITB 8.
ITB 37.1	A margin of domestic preference shall not apply.
ITB 38.	<i>The Purchaser shall compare the evaluated costs of the Bids to determine the Bid that has the lowest evaluated cost. The comparison shall be on the basis of place of final destination. prices inclusive of the cost of inland transportation and insurance to place of destination, together with prices for any required installation, training, commissioning and other services. The evaluation of prices shall take into account excise and custom duties and other taxes levied on imported goods and sales; VAT and similar taxes levied in connection with the sale or delivery of goods and related services.</i>
ITB 43.	The Purchaser shall send notification to both successful and not successful bidders through the procurement email. The notification shall highlight the key strengths and weaknesses of each bidder based on the tender document.
	K. Award of Contract
ITB 45.1	The maximum percentage by which quantities may be increased is: 20% The maximum percentage by which quantities may be decreased is: 20%
ITB 46.	N/A
ITB 51.1	If a Bidder wishes to make a complaint about this procurement, the Bidder should submit its complaint in writing via email to complaints@trademarkafrica.com

Section III - Evaluation and Qualification Criteria

This Section contains the criteria that the Purchaser shall use to evaluate Bids and qualify Bidders. No other factors, methods or criteria shall be used. Evaluation and qualification shall be conducted for each lot bid, using the documentary evidence specified below and the Support Documents annexed to the Technical Bid.

3.1. Eligibility Evaluation Criteria

The Bidder is required to examine in detail all the requirements of the bidding document. The Bidder shall meet the following eligibility evaluation criteria without material deviation, reservation and omission. Any material deficiencies in providing the requested information in the required format and meeting the eligibility criteria may result in the rejection of the Bid and will not be considered further in the evaluation of Bids.

No.	Subject	Eligibility Criteria	Documentary Evidence	Insert (Not Applicable/ Applicable)
1	Complete Bid	The Bid shall be submitted complete with all required Technical Bidding Forms, correctly and completely filled, with the relevant Support Documents.	Technical Bidding Forms. Support Documents	Applicable
2	Legal Entity	The Bidder shall meet the legal registration status as either a firm or joint venture and has furnished the Power of Attorney.	Form Tech-2: Bidder Information Form Certificate of Incorporation. Power of Attorney. JV Agreement, as required.	Applicable
3	Bid Security	The Bidder has furnished a Bid Security in accordance with ITB 19	Bid Security	Not applicable
4	Tax Compliance	The Bidder is compliant to the tax obligations in the country of origin	Tax Compliance Certificate or similar document	Not applicable (to be requested from the most competitive bidder on completion of the evaluation process
5	Membership	The Bidder as a firm meets the requirements for	Professional Certificate or License	Not applicable

		licensing, where required, valid at least up to the date of submission of bids.		
6	Nationality	The Bidder shall meet the nationality criteria in accordance with ITB 4.4	Certificate of Incorporation. JV Agreement, as required	Applicable
7	Goods Origin	The offered Goods and Related Services shall have their origin in eligible countries in accordance with ITB 5.1.	Form Tech-1: Technical Letter of Bid.	Applicable
8	Conflict of Interest	The Bidder is eligible and no conflicts of interest in accordance with ITB 4.2.	Form Tech-1: Technical Letter of Bid. TMA Supplier Code of Conduct	Applicable
9	Sanctions and Debarment	The Bidder has not been debarred by TMA, partner donors, the World Bank, or a Sovereign Government as described in ITB 4.5.	Form Tech-1: Technical Letter of Bid.	Applicable
10	SEAH Obligations	The Bidder, including each subcontractor proposed by the Bidder, shall not be subject to disqualification by TMA for non-compliance with SEASH obligations as determined by TMA, partner donors, the World Bank, or a Government with whom TMA has a Memorandum of Understanding.	Form Tech-5: SEAH Performance Declaration Form	Applicable
11	State-owned Entity	The Bidder, if a state-owned enterprise meets the conditions of ITB 4.6.	Form Tech-1: Technical Letter of Bid. State-owned Entity Documents.	Applicable
12	United Nations resolution and	Not having been excluded as a result of prohibition in the host country laws or official regulations against	Form Tech-1: Technical Letter of Bid.	Applicable

	host country law	commercial relations with the Bidder's country, or by an act of compliance with UN Security Council resolution, both in accordance with ITB 4.8 and 4.9.		
--	------------------	--	--	--

3.2. Technical Evaluation Criteria

The following criteria and procedures shall apply in the evaluation of the technical aspects of the Technical Bid:

- (a) The Technical Bid shall include all relevant information and bidding forms, in particular *Form Tech-3 Technical Conformance and Performance*, and *Product Brochures and Literature* that required to evaluate the technical of the Bid, failure to which the Bid may be rejected.
- (b) Pursuant to ITB 16.2, to establish the conformity of the Goods and Related Services to the bidding document, the Bidder shall furnish the documentary evidence that the Goods conform to the technical specifications and standards, including any essential technical and performance characteristics including functional guarantees specified in Section V, Schedule of Requirements. The attached forms and support documents are provided to assist the Bidder to organize information required to present its Technical Bid.
- (c) As provided in ITB 16.3, the documentary evidence may be in the form of product brochures, literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness to the technical specification, and a statement of deviations and exceptions to the provisions of the Section V, Schedule of Requirements.
- (d) In conformance to ITB 16.5, standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in the Schedule of Requirements, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Purchaser's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Section V, Schedule of Requirements.
- (e) In the interest of timely bid evaluation and contract award, Bidders shall not overload the supporting materials with irrelevant documents that do not directly address the Purchaser's requirements. Any such action may lead to rejection of the bid.
- (f) The evaluation of the technical aspects of the Technical Bid shall be done in accordance with provisions of ITB G (ITB 30 to 32). As required under ITB 31.2, the Purchaser shall examine the technical aspects of the Technical Bid submitted in accordance with ITB 16 and ITB 17 to confirm that all requirements of Section V, Schedule of Requirements have been met without any material deviation or reservation, or omission. The Purchaser shall use the following template to compare the offered specifications with the required specifications and determine the responsiveness of each bid.

No.	Required Technical Specifications and Requirements and Guarantees	Bidder Offered Technical Specifications and Guarantees	Conform/ Not Conform	Major/Minor Deviation, Reservation or Omission	Comment/Evidence & page number]

-
- (g) The Purchaser shall determine if the Bid meets the technical specifications and requirements; conforming bids will be assessed as responsive and considered further in evaluation. Where the Purchaser determines that the offered specifications and requirements do not conform to the specifications and requirements in the bidding document, the Purchaser shall further assess if this is a major or minor deviation, reservation or omission. Where the Purchaser determines it is a major deviation, reservation or omission, the bid shall be rejected.
- (h) Where the Purchaser determines that it is a minor deviation, reservation or omission, Purchaser shall note that fact in the technical evaluation report, to be later quantified and used in the financial evaluation of bids in accordance with the ITB 34.2(e).

3.3. Qualification Evaluation Criteria

The Bidders that meet the eligibility evaluation criteria and are responsive to the technical requirements shall be subjected to the qualification criteria. Wherever the Bidder is required to state a monetary amount, Bidders should indicate the USD equivalent using the rate of exchange determined as follows: (a) For annual turnover or financial data required for each year, use the selling exchange rate prevailing on the last day of the respective calendar year (in which the amounts for that year are to be converted) was originally established, (b) for the value of single contract, use the selling exchange rate prevailing on the date of the contract. The exchange rates shall be taken from the publicly available source as specified in BDS ITB 36.1. Any error in determining the exchange rates in the Bid may be corrected by the Purchaser.

No.	Subject	Requirement	Documentary Evidence
1	Financial Capability	The Bidder shall submit audited financial statements or, if not required by the law of the Bidder's country, other financial statements acceptable to the Purchaser, for 3 years prior to bid submission deadline, demonstrating the current soundness of the Bidder's financial position based on the following criteria, to be met by the sole Bidder and each member of the joint venture: (a) Liquidity Ratio [(Current Assets) / (Current Liabilities)] ≥ 1.1 (b) Indebtedness Ratio [(Total Liabilities) x 100 / (Total Assets)] $\leq 80\%$	Form Tech-6: Financial Capability Form Audited Accounts and Financial Statements
2	Similar Experience	The Bidder shall demonstrate that it has successfully completed at least 2 contracts within the last 5 years prior to bid submission deadline, each with a value of at least USD 500,000 that have been substantially completed and that are similar in nature and complexity to the Goods and Related Services under the Contract. For a joint venture, this requirement may be met by all members combined.	Form Tech-7: Similar Experience Form Supply Completion Certificate.
3	Average Annual Supplier Turnover	Minimum average annual supplier turnover of USD 500,000 calculated as total certified payments received for contracts in progress and/or completed within the last 3 years, divided by 3 years.	Form Tech-8: Average Annual Supplier Turnover. Audited Accounts and Financial Statements

4	Manufacturing and Technical Capacity	For the items under the Contract that the <u>Bidder is a manufacturer</u> , the Bidder shall furnish documentary evidence to demonstrate that: (i) it has manufactured goods of similar nature and complexity for at least 1 year , prior to the bid submission deadline; and	Certificate of Incorporation. Manufacturing License or similar evidence
		(ii) its annual production capacity of goods that are similar in nature and complexity for each of the last 3 years prior to the bid submission deadline, is at least 1 times the quantities specified under the proposed contract.	Form Tech-9: Manufacturing Capacity or similar evidence.
5	Manufacturer's Authorization	A Bidder who does not manufacture the item, and where a <u>manufacturer authorization is required</u> in accordance with BDS ITB 17.2 (a), the Bidder shall provide evidence of being duly authorized by a manufacturer (Manufacturer's Authorization Form, Section IV, Bidding Forms) that meets the criteria 4 (i) and (ii) above to supply the Goods, and the Bidder meets the qualification criteria 1 to 3 above.	Form Tech-4: Manufacturer Authorization Form.
6	Distributor or Dealer	The Bidder who does not manufacture the item and if a <u>manufacturer authorization is not required</u> in accordance with BDS ITB 17.2 (a), the Bidder shall meet the qualification criteria 1 to 3 above and shall also submit documentation on its status as a supplier to the satisfaction of the Purchaser of the items such as authorized dealer, distributor etc.	Form Tech-10: Distributor or Dealer License Form. Distributor or dealer license or similar evidence
7	After Sales Service Support	If required under ITB BDS 17.2(b), in the case of a Bidder not doing business in the Purchaser's Country or in the country of the Final Destination defined in ITB14.8, the Bidder is or will be represented by an agent in the country equipped and able to carry out the supplier's maintenance, spare parts, repair and <u>after sales service</u> for the equipment offered in the bid as prescribed in the Conditions of Contract and Technical Specifications.	Form Tech-11: After Sales Support Form

3.4. Financial Evaluation Criteria

- (a) The evaluation of the financial bid shall be done using the procedure provided in ITB 34 to 39.
- (b) To evaluate each Financial Bid, the Purchaser shall consider the factors in ITB 34.2 (a) to (f).
- (c) The Purchaser's evaluation of the Financial Bid may take into account, in addition to the Bid Price, one or more of the following factors as specified in **BDS ITB 34.6 and** using the following additional criteria and methodologies pursuant to ITB34.3(f):

No.	Subject	Requirement	Insert: <i>Apply/Not Apply</i> }
I	Delivery Schedule	Not applicable. No monetary adjustment for early or later delivery within the permitted completion period will be applied. Offers exceeding the maximum completion period are nonresponsive.	Not Apply
II	Deviation in Payment Schedule	Not applicable. No monetary adjustment for deviations from the payment schedule will be applied. Material departures from the stated payment conditions will be assessed under the responsiveness provisions.	Not Apply

3.5. Award Criteria

3.5.1. Single Contract

The award of a single contract shall be done according to the procedure in **ITB 44.1**.

3.5.2. Multiple Contracts (ITB 34.4)

If in accordance with ITB 1.1, Bids are invited for more than one lot, the contract will be awarded to the Bidder or Bidders with the Lowest Evaluated Price for the individual lots. However, if a Bidder, with Bids that are substantially responsive and with the lowest evaluated price for individual lots, is not qualified for the combination of the lots, then the award will be made based on the lowest evaluated price for a combination of lots for which Bidder is qualified. Discounts that are conditional on the award of more than one lot will NOT be considered for bid evaluation purpose.

3.5.3. Alternative Bids

Alternative Technical and Financial Bids are not permitted under BDS ITB 13.1. Any options identified in Annex 1 are outside the base supply requirement and shall not replace the required base solution or be included in its evaluated price.

3.6. Due Diligence

The TMA reserves the right to perform Due Diligence on the Bidder. A positive determination will lead to recommendation of award to the Bidder. A negative determination will lead to rejection of the lowest evaluated bid and conduct of Due Diligence on the bidder with the second lowest evaluated price.

Section IV - Bidding Forms

The Bidder shall use the bidding forms listed in this section to prepare and submit their bid, annexing the relevant support documents to the technical bid. A bidder that fails to use these bidding forms or provides irrelevant documents or submits the whole bidding document as a bid may be rejected. The Purchaser shall issue the bidding document in MS Word to facilitate extraction and use of the bidding forms in the required format.

Table of Forms

4.1. TECHNICAL BIDDING FORMS	44
Form Tech-1: Technical Letter of Bid	44
Form Tech-2: Bidder Information Form	46
Form Tech-3: Technical Conformance and Performance	46
Form Tech-4: Manufacturer's Authorization Form	48
Form Tech-5: SEA and/or SH Performance Declaration Form	49
Form Tech-6: Financial Capability Form	50
Form Tech-7: Similar Experience Form	52
Form Tech-8: Average Annual Supplier Turnover.....	Error! Bookmark not defined.
Form Tech-9: Manufacturing and Technical Capacity Form	55
Form Tech-10: Distributor or Dealer License Form	56
Form Tech-11: After Sales Support Form	57
Form Tech-12: Form of Bid Security	58
Form Tech-13: Support Documents	60
4.2. FINANCIAL BIDDING FORMS.....	61
Form FIN-1: Financial Letter of Bid	61
Form FIN-2: Price and Delivery Schedule for Goods	63
Form FIN-3: Price and Completion Schedule for Related Services	65

4.1. TECHNICAL BIDDING FORMS

[The Bidder shall use these Technical Bidding Forms to prepare a Technical Bid, including the Support Documents. The bidder's failure to provide the required information, use the Technical Bidding Forms, furnish the required support documents in annex, or submit the whole bidding document back as the bid, may result in the rejection of the bid.]

Form Tech-1: Technical Letter of Bid

The Bidder shall prepare this Technical Letter of Bid using its official stationery and letterhead clearly showing the Bidder's complete name, physical address, telephone number and email address. Delete this box once you have completed the bid. All italicized text is to help Bidders in preparing this form.

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

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

Tender Title.: *[insert description of tender]*

To: *[insert complete name of Purchaser]*

We, the undersigned Bidder, hereby submit our Bid through SAP Ariba in two parts, namely: (a) the Technical Bid in the Technical Envelope, and (b) the Financial Bid in the Financial Envelope.

In submitting our Bid, we make the following declarations:

- (a) **No reservations:** We have examined and have no reservations to the bidding document, including addenda issued in accordance with Instructions to Bidders (ITB 8);
- (b) **Eligibility:** We meet the eligibility requirements and have no conflict of interest in accordance with ITB 4;
- (c) **TMA Policy:** We declare that we shall comply with the TMA Supplier Code of Conduct and other policies on conflict of interest, code of ethics, confidentiality, intellectual property, organized crime, anti-terrorism financing, environmental and social standards.
- (d) **Sexual Exploitation ,Abuse and Harassment (SEAH) :** *[select the appropriate option from (i) to (iii) below and delete the others. In case of JV members and/or subcontractors, indicate the status of disqualification of each JV member and/or subcontractor].*

We, including any of our subcontractors *(the Bidder shall select one, and delete the rest that are not applicable)*:

- (i) have not been subject to disqualification by TMA for non-compliance with SEAH obligations.
 - (ii) are subject to disqualification by TMA for non-compliance with SEAH obligations.
 - (iii) had been subject to disqualification by TMA for non-compliance with SEAH obligations and were removed from the disqualification list. An arbitral award on the disqualification case has been made in our favor.
- (e) **Conformity:** We offer to supply the goods and related services in conformity with the bidding document and in accordance with the Delivery Schedules specified in the Schedule of Requirements.

- (f) **Bid Validity:** Our Bid shall be valid until the date specified in ITB 18.1, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (g) **Performance Security:** If our Bid is accepted, we commit to obtain a performance security in accordance with the bidding document;
- (h) **One Bid per Bidder:** We are not submitting any other Bid(s) as an individual Bidder, and we are not participating in any other Bid(s) as a Joint Venture member or as a subcontractor, and meet the requirements of ITB 4.3, other than Alternative Bids submitted in accordance with ITB 13;
- (i) **Suspension and Debarment:** We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the by TMA, partner donors, the World Bank, or Sovereign Government. Further, we are not ineligible pursuant to a decision of the United Nations Security Council;
- (j) **Fraud and Corruption:** We hereby certify that we have taken steps to ensure that no person acting for us, or on our behalf, engages in any type of fraud and corruption;
- (k) **State-owned entity:** *[select the appropriate option and delete the other]* [We are not a state-owned enterprise or institution] / [We are a state-owned enterprise or institution but meet the requirements of ITB 4.6];
- (l) **Binding Contract:** **We understand that the Letter of Acceptance is a notification of the intention to contract and that the Contract becomes binding when the formal Contract Agreement is executed by both parties, in accordance with ITB 46.2.**
- (m) **Not Bound to Accept:** We understand that you are not bound to accept the lowest evaluated cost Bid or any other Bid that you may receive.

Name of the Bidder: *[insert complete name of Bidder or name of Joint Venture]*

Name of the person duly authorized to sign the Bid on behalf of the Bidder: *[insert complete name of person duly authorized to sign the Bid as provided in the power of attorney]*

Title of the person signing the Bid: *[insert complete title of the person signing the Bid]*

Signature of the person named above: *[insert signature of person whose name and capacity are shown above]*

Telephone Number: *[insert official telephone number complete with country code]*

Email Address: *[insert official email address of the bidder]*

Date signed: *[insert date of signing]* **day of** *[insert month]*, *[insert year]*

Form Tech-2: Bidder Information Form

[The Bidder, and each member of the Joint Venture shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]

Date:	<i>[insert day, month, and year]</i>	
Tender Number:	<i>[insert tender reference number]</i>	
Tender Title:	<i>[insert the tender description]</i>	
Bidder's name	<i>[insert full name of bidder]</i>	
In case of Joint Venture (JV), name of each member	<i>[insert full name of each member in JV]</i>	
Bidder's actual or intended country of registration	<i>[indicate country of registration or incorporation]</i>	
Bidder's year of registration	<i>[indicate year of incorporation]</i>	
Applicant's legal address, in country of registration	<i>[insert street/ number/ town or city/ country]</i>	
Bidder's authorized representative information:	Name	<i>[insert full name]</i>
	Address	<i>[insert street, number, town or city, country]</i>
	Telephone number	<i>[insert telephone numbers, with country codes]</i>
	E-mail	<i>[indicate e-mail address]</i>
Attached as annex under Support Documents are copies of original documents of (a) certificate of incorporation or registration, (b) In case of JV, letter of intent to form JV or JV agreement; (c) In case of state-owned entity, documents establishing legal and financial autonomy, operation under commercial law, establishing that the Bidder is not under supervision of the Purchaser, (d) included are the organizational chart, list of Board of Directors and the Beneficial Ownership Disclosure Form		

Form Tech-3: Technical Conformance and Performance

The Bidder shall use the following table to prepare a technical compliance checklist of the offered Goods and Related Services in compliance with the technical specifications provided in Section V Schedule of Requirements. The Bidder shall provide detailed item by item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Section V, Schedule of Requirements.

Ref No.	Purchaser's Technical Specifications and Requirements	Bidder's Offered Technical Specifications	Statement of Deviation and Exception
	[Purchaser to include the requirement]	[Bidder response]	[Bidder confirmation that the proposed solutions meets or exceeds the requirements]
..			

In the table below, the Bidder shall insert in the left column the identification of each functional guarantee required in Section V Schedule of Requirements. On the right column, the Bidder shall provide the corresponding value for each functional guarantee of the proposed Goods and Related Services.

No.	Required Functional Guarantee	Value of Functional Guarantee of the Goods
1		
2		
3		
..		

The Bidder shall provide in annex under Support Documents, the documentary evidence that the goods and related services meet the requirements in Section V Schedule of Requirements. The evidence may be in the form of product brochures, literature, drawings or data as provided in ITB 16.3.

Form Tech-4: Manufacturer's Authorization Form

*[The Bidder shall include the Manufacturer Authorization Form in its Bid, if so required in the **BDS ITB 17.2 (a)**. The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization shall be on the letterhead of the Manufacturer and shall be signed by a person with the proper authority to sign documents that are binding on the Manufacturer.]*

Date: *[insert date of Bid submission, e.g. 25 June 2025]*

Tender Number: *[insert tender number]*

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

Tender Title: *[Insert the tender title]*

To: *[insert complete name of Purchaser]*

WHEREAS

We *[insert complete name of Manufacturer]*, who are official manufacturers of *[insert type of goods manufactured]*, having factories at *[insert full address and country of Manufacturer's factories]*, do hereby authorize *[insert complete name of Bidder]* to submit a Bid the purpose of which is to provide the following Goods, manufactured by us *[insert name and or brief description of the Goods]*, and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 28 of the General Conditions of Contract, with respect to the Goods offered by the above firm.

We confirm that we do not engage or employ forced labor or persons subject to trafficking or child labor, in accordance with Clause 14 of the General Conditions of Contract.

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

Name: *[insert complete name(s) of authorized representative of the Manufacturer]*

Title: *[insert title of authorized representative]*

Telephone: *[Insert official telephone number of authorized representative of the Manufacturer]*

Email: *[Insert official email address of authorized representative of the Manufacturer]*

Dated on *[insert day]* day of *[insert month]*, *[insert year]*

Form Tech-5: SEAH Performance Declaration Form

[The following table shall be filled in by the Bidder, each member of a Joint Venture, and each subcontractor proposed by the Bidder]

Date:	<i>[insert day, month, year]</i>
Bidder's Name	<i>[insert full name of Bidder]</i>
Name of Joint Venture Member	<i>[insert full name]</i>
Tender No.	<i>[insert tender reference number]</i>
Tender Title	<i>[insert tender title]</i>
SEAH Declaration in accordance with Section III, Evaluation and Qualification Criteria	
<i>We [Bidder to select one of the following relevant declarations by ticking in the relevant box on the left]:</i>	
☐	(a) have not been subject to disqualification by the TMA or non-compliance with SEAH obligations
☐	(b) are subject to disqualification by the TMA for non-compliance with SEAH obligations.
☐	(c) had been subject to disqualification by the TMA or non-compliance with SEAH obligations and were removed from the disqualification list. An arbitral award on the disqualification case has been made in our favor.
<i>[If (c) above is applicable, the Bidder shall attach in annex the evidence of an arbitral award reversing the findings on the issues underlying the disqualification.]</i>	

Form Tech-6: Financial Capability Form

[The following table shall be filled in by the Bidder and for each member of a Joint Venture. The Bidder and its members shall provide copies of audited accounts and financial statements for the number of years specified pursuant Section III, Qualifications Evaluation Criteria Sub-factor 1. Attached as annex under Support Documents shall be include the copies of audited accounts and financial statements for the number of required years. If the most recent set of financial statements is for a period earlier than 12 months from the date of bid, the reason for this should be justified]

The Bidder hereby confirms that the following data have been derived from the financial statements, and they (a) reflect the financial situation of the Bidder or in case of JV member, and not an affiliated entity (such as parent company or group member), (b) are independently audited or certified in accordance with local legislation, (c) are complete, including all notes to the financial statements, (d) correspond to accounting periods already completed and audited.

Date	<i>[insert day, month, year]</i>				
Name of Bidder	<i>[insert full name]</i>				
Name of Joint Venture Member or Specialized Subcontractor	<i>[insert full name]</i>				
Tender Number	<i>[insert tender reference number]</i>				
Tender Title	<i>[insert contract title]</i>				
Type of Financial information in [insert currency]	Historic information for previous years (amount in currency, exchange rate, USD equivalent)				
	Year 1	Year 2	Year 3	Year 4	Year 5
Statement of Financial Position (Information from Balance Sheet):					
Total Assets (TA)					
Total Liabilities (TL)					
Total Equity/Net Worth (NW)					
Current Assets (CA)					
Current Liabilities (CL)					
Working Capital (WC)					
Information from Income Statement:					
Total Revenue (TR)					
Profits Before Taxes (PBT)					

Cash Flow Information:					
Cash Flow from Operating Activities					

Form Tech-7: Similar Experience Form

[The Bidder shall use the following form to provide information on similar experience to demonstrate meeting the criteria set in Section III Evaluation and Qualification Criteria, sub-criteria 2 (Similar Experience). A separate form shall be used for each contract used to demonstrate similar experience.]

Date:			
Tender Number:			
Tender Title:			
Name of Bidder:			
Name of JV Member:			
Name of Manufacturer:			
Provide the information for contracts completed that are similar to the proposed Goods and Related Services. Attach in annex evidence of Supply Completion Certificate such as Form of Contract or Delivery Notes.			
Contract number:			
Contract description:			
Contract date:			
Completion date:			
Role in contract	Sole Supplier	Member in Joint Venture	Subcontractor
Total contract amount (USD)			
If member in a Joint Venture or subcontractor, specify participation of total contract amount	Amount (USD)		
	% of total contract amount		
Name of Client:			
Country:			
Contact person:			
Physical address:			
Telephone:			
Email:			
Description of the nature and complexity similar to the proposed contract requirements in Section III Evaluation and Qualification Criteria, Subfactor 2 (Similar Experience).			

Physical size	
Nature	
Complexity	

Form Tech-8: Average Annual Supplier Turnover

[The following table shall be filled in for the Bidder and for each member of a Joint Venture. The Bidder shall use the following form to provide information on average annual supplier to demonstrate meeting the criteria set in Section III Evaluation and Qualification Criteria, sub-criteria 3 (Average Annual Supplier Turnover)]

Date:	<i>[insert day, month, year]</i>			
Name of Bidder:	<i>[insert full name of the Bidder]</i>			
Name of Joint Venture Member or Specialized Subcontractor	<i>[insert full names of members of the JV]</i>			
Tender Number.	<i>[insert tender number]</i>			
Tender Title	<i>[insert the tender title]</i>			
Annual turnover data for goods supply and related services				
Year	Amount	Currency	Exchange rate	USD equivalent
<i>[indicate calendar year]</i>	<i>[insert amount in currency]</i>	<i>[Insert currency]</i>	<i>[Insert exchange rate]</i>	<i>[Insert USD equivalent]</i>

Average Annual Supply Turnover

[Total USD equivalent for all years divided by the total number of years, as per Section III, Qualification Criteria and Requirements, Subfactor 3.]

Form Tech-9: Manufacturing and Technical Capacity Form

The following form shall be filled by the Bidder as a Manufacturer, or where the Bidder is bidding under Manufacturer Authorization Form.

Date:	
Tender Number:	
Tender Title:	
Name of Bidder:	
Name of JV Member:	
Provide the information about the Manufacturer that meets the requirements of Section III Evaluation and Qualification Criteria, Sub-factor 4 and 5. The Bidder shall furnish the corresponding documentary evidence as annex under Support Documents.	
Name of Manufacturer:	
Years manufacturing similar goods:	
Annual production capacity:	
Description of the nature and complexity similar to the proposed contract requirements in Section III Evaluation and Qualification Criteria, Subfactor 2.	
Physical size:	
Nature:	
Complexity:	

Form Tech-10: Distributor or Dealer License Form

[Where a Manufacturer Authorization is not required under BDS ITB 17.2(a) and Section III Evaluation and Qualification Criteria, Sub-factor 6, the Bidder shall provide here a valid copy of a distributor or dealer license or similar documentary evidence for the proposed Goods and Related Services.]

Form Tech-11: After Sales Support Form

[Where required under BDS ITB 17.2(b) and Section III Evaluation and Qualification Criteria, Sub-factor 2.7, the Bidder shall provide by inserting a valid copy of after sales support license or similar document to evidence of being a duly authorized, equipped, and able to carry out the maintenance, spare parts, and after sales services for the Goods and Related Services offered in the Bid as prescribed in the Section V Schedule of Requirements]

Form Tech-12: Form of Bid Security**(Bank Guarantee)**

[The bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated. All italicized text is for use in preparing this form and shall be deleted from the final product.]

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: *[Purchaser to insert its name and address]*

Tender No.: *[Purchaser to insert reference number for the Request for Bids]*

Tender Title: *{Insert contract title}*

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

Date: *[Insert date of issue]*

BID GUARANTEE No.: *[Insert guarantee reference number]*

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that *[insert name of the Bidder, which in the case of a joint venture shall be the name of the joint venture (whether legally constituted or prospective) or the names of all members thereof]* (hereinafter called "the Applicant") has submitted or will submit to the Beneficiary its Bid (hereinafter called "the Bid") for the execution of _____ under Tender Reference Number. _____.

Furthermore, we understand that, according to the Beneficiary's conditions, Bids must be supported by a Bid guarantee.

At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ (_____) upon receipt by us of the Beneficiary's complying demand, supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Applicant:

- (a) has withdrawn its Bid prior to the Bid validity expiry date set forth in the Applicant's Letter of Bid, or any extended date provided by the Applicant; or
- (b) having been notified of the acceptance of its Bid by the Beneficiary prior to the expiry date of the Bid validity or any extension thereof provided by the Applicant has failed to: (i) sign the contract agreement, or (ii) furnish the performance security, in accordance with the Instructions to Bidders ("ITB") of the Beneficiary's bidding document.

This guarantee will expire: (a) if the Applicant is the successful Bidder, upon our receipt of copies of the Contract agreement signed by the Applicant and the performance security issued to the Beneficiary in relation to such Contract agreement; or (b) if the Applicant is not the successful Bidder, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Bidding process; or (ii) twenty-eight days after the expiry date of the Bid validity.

Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758.

[Signature(s)]

Form Tech-13: Support Documents

The Bidder shall submit the following documents in the form of annex in the Technical Bid.

Annex 1: Fair Price Declaration Form

Annex 2: Power of Attorney

Annex 3: Joint venture agreement, where applicable

Annex 4: Tax compliance certificate, or similar in the country of Bidder

Annex 5: Professional licensing certificates, where applicable

Annex 6: Supply Completion Certificates

Annex 7: Audited accounts and financial statements for each required year

Annex 8: Bidder's corporate profile and organization structure

Annex 9: State-Owned entity documents, where applicable

Annex 10: Product brochures and literature

Annex 11: Manufacturing license or similar evidence

Annex 12: Manufacturing capacity or similar evidence

Annex 13: Distributor or Dealer License or similar evidence

Annex 14: TMA Supplier Code of Conduct

Annex n.....

[The Purchaser shall add other required documents to support the set evaluation criteria as well as requirements in bidding form or delete some documents before issuance of bidding documents.

{The Bidder may add other documents that are relevant in support of its Bid, but shall not submit irrelevant documents, otherwise the Bid may be rejected.}

4.2. FINANCIAL BIDDING FORMS

[The Bidder shall use these Financial Bidding Forms to prepare a Financial Bid. The bidder's failure to provide the required information and documents may result in rejection of the bid.]

Form FIN-1: Financial Letter of Bid

The Bidder shall prepare this Financial Letter of Bid using the official stationery and letterhead clearly showing the Bidder's complete name, physical address, telephone and email address. All italicized text is to help Bidders in preparing this form. Delete this box once you have completed the bid.

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

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

Tender Title.: *[insert description of contract]*

To: *[insert complete name of Purchaser]*

We, the undersigned Bidder, hereby submit our Financial Bid.

In submitting our Financial Bid, we make the following additional declarations:

- (a) **Bid Validity:** Our Bid shall be valid until the date specified in TDS ITB 18.1, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (b) **Total Price:** The total price of our Bid, excluding any discounts offered in item (c) below is:

Description	Amount (USD)
Goods	
Related Services	
Subtotal	
Taxes <i>(list all applicable taxes in separate rows):</i>	
Value Added Tax	
Withholding tax (deduction at payment only)	
[Other, specify	
Subtotal Taxes	
Total Price Inclusive of All Applicable Taxes	

- (i) In case of only one lot, the total price of the Bid is *[insert the total price of the bid in words and figures, indicating the various amounts and the respective currencies];*

- (ii) In case of multiple lots, the total price of each lot is *[insert the total price of each lot in words and figures, indicating the various amounts and the respective currencies]*;
- (iii) In case of multiple lots, total price of all lots (sum of all lots) *[insert the total price of all lots in words and figures, indicating the various amounts and the respective currencies]*.
- (c) **Discounts:** The discounts offered and the methodology for their application are:
- (i) The discounts offered are: *[Specify in detail each discount offered]*
- (ii) The exact method of calculations to determine the net price after application of discounts is shown below: *[Specify in detail the method that shall be used to apply the discounts]*;
- (d) **Commissions, gratuities and fees:** We have paid, or will pay the following commissions, gratuities, or fees with respect to the bidding process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity. If none has been paid or is to be paid, indicate “none.”]*

Name of Recipient	Address	Reason	Amount (USD)

- (e) **TMA Policy:** We declare that we shall comply with the TMA Supplier Code of Conduct and other policies on conflict of interest, confidentiality, intellectual property, organized crime, anti-terrorism financing, environmental and social standards
- (f) **Binding Contract:** We understand that the Letter of Acceptance is a notification of the intention to contract and that the Contract becomes binding when the formal Contract Agreement is executed by both parties, in accordance with ITB 46.2.

Name of the Bidder: *[insert complete name of the Bidder, or name of JV]*

Name of the person duly authorized to sign the Bid on behalf of the Bidder: *[insert complete name of person duly authorized to sign the Bid as provided in the Power of Attorney given by the Bidder]*

Title of the person signing the Bid: *[insert complete title of the person signing the Bid]*

Signature of the person named above: *[insert signature of person whose name and capacity are shown above]*

Telephone Number: *[insert official telephone number complete with country code]*

Email Address: *[insert official email address of the bidder]*

Date signed *[insert date of signing]* **day of** *[insert month]*, *[insert year]*

Form FIN-2: Price and Delivery Schedule for Goods

*[The Bidder shall fill in the Price and Delivery Schedule for Goods form in accordance with the instructions indicated. The list of line items in column 1 of the **Price Schedule** shall coincide with the List of Goods specified by the Purchaser in Section V, Schedule of Requirements. Taxes shall be itemized and indicated as separate line items]*

Tender Number:						Date:	
Tender Title:						Place of Destination:	
1	2	3	4	5	6	7	8
Line Item N°	Description of Goods	Country of Origin	Delivery Date	Unit of Measure	Quantity	Unit price DDP <i>[Insert Currency]</i>	Total Price DDP per line item (Insert Currency) (Col. 6x7)
<i>[insert number of the item]</i>	<i>[insert name of good]</i>	<i>[insert country of origin of the Good]</i>	<i>[insert quoted Delivery Date]</i>	<i>[insert the physical unit of measure]</i>	<i>[insert the quantity]</i>	<i>[insert unit price DDP per unit]</i>	<i>[insert total DDP price per line item]</i>

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

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

Date: *[insert date]*

Form FIN-3: Price and Completion Schedule for Related Services

[This form is used to list the services related to the Goods to be procured. These services may include insurance, installation, training, commissioning, initial maintenance etc. The Bidder shall fill in the Price and Completion Schedule for Related Services in accordance with the instructions indicated. The list of line services in column 1 of the Price Schedule shall coincide with the List of Related Services specified by the Purchaser in Section V, Schedule of Requirements. Taxes shall be itemized and indicated as separate line items]

Tender Number						Date:	
Contract Title						Place of Destination	
1	2	3	4	5	6	7	8
Service No.	Description of Services	Country of Origin	Delivery Date	Unit of Measure	Quantity	Unit price <i>[insert currency]</i>	Total Price per Service DDP <i>[insert currency]</i> (Col. 6*7)
<i>[insert number of the Service]</i>	<i>[insert name of Services]</i>	<i>[insert country of origin of the Services]</i>	<i>[insert delivery date at place of final destination per Service]</i>	<i>[insert name of the physical unit]</i>	<i>[insert number of units]</i>	<i>[insert unit price per item]</i>	<i>[insert total price per item]</i>

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

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

Date: *[insert date]*

PART 2 – Supply Requirements

Section V - Schedule of Requirements

Contents

5.1. List of Goods and Delivery Schedule..... 68

5.2. List of Related Services and Completion Schedule Error! Bookmark not defined.

5.3. Technical Specifications..... 99

5.4. Drawings..... 102

5.5. Inspections and Tests 103

5.1. List of Goods and Delivery Schedule

Lot	Goods and systems	Final destination	Maximum completion period
1	5 TPH semi-automated avocado grading and packing line	NAEB Export Packhouse, Gikondo, Kigali, Rwanda	9 calendar months from contractual commencement
2	Handling equipment, weighing and security systems	NAEB Export Packhouse, Gikondo, Kigali, Rwanda	9 calendar months from contractual commencement
3	Digitalisation, traceability and ICT systems	NAEB Export Packhouse, Gikondo, Kigali, Rwanda	9 calendar months from contractual commencement

Quantities and item descriptions are set out in the lot Price Schedules below. The Supplier shall coordinate its programme and interfaces with PRQ20260121 and the suppliers of the other lots.

5.2. List of Related Services and Completion Schedule

For each awarded lot, the Supplier shall provide delivery DDP to site, insurance, offloading, installation, integration, calibration, FAT where applicable, SAT, commissioning, training, documentation and the specified two-year spare parts package. These services shall be completed within nine calendar months from contractual commencement. Warranty and after-sales support shall continue for 24 months from written acceptance, with spare parts and technical support available for at least ten years.

A. 5.3. Technical Specifications and Compliance Sheets

(i) Lot 1 – Semi-Automated Avocado Cleaning, Grading and Packing Line (5 TPH)

Parameter	Minimum Requirement	Compliance/Not Compliance
Line Type	Semi-automated avocado cleaning, sorting, grading and packing line with manual intervention at designated inspection and packing points	
Throughput Capacity	Minimum 5,000 kg/hour based on normal operating conditions and average fruit size within the specified weight range.	
Fruit Type	Hass and other commercial export avocado varieties, including dark-skinned (purple/black when mature) and green-skinned varieties	
Automation and controls	Central control panel with variable speed drives and emergency stop system; With Programmable Logic Controller (PLC) for automation logic and a Human Machine Interface (HMI) touchscreen/display for operator control; minimum IP54 enclosure and IP65 preferred in wet areas; Include Variable Frequency Drive (VFD) control for conveyors, brushes, blowers and grading sections.	
Fruit Weight Range	150 g – 450 g	
Grading Accuracy	±2 grams or better	

Parameter	Minimum Requirement	Compliance/Not Compliance
Number of Grading Exits	Minimum 6	
Design	Modular Construction	
Operating Hours	Equipment shall be designed for operation of not less than sixteen (16) hours per day and six (6) days per week.	
Design Life	Minimum design life of fifteen (15) years under normal operating and maintenance conditions.	
Electrical supply	Suitable for operation on a 3-phase, 380–415 V, 50 Hz electrical supply; complete electrical load schedule identifying the rated power of each motor, pump, blower, grader, control system and auxiliary equipment to be provided	
Main construction	Stainless steel - 304 stainless steel minimum	
Product contact surfaces	Food-grade materials	
Fruit damage control	Soft handling across all transfer points; bruising control design, cushioned drops, soft cups/rollers and low-impact discharge.	

Parameter	Minimum Requirement	Compliance/Not Compliance
Receiving, Feeding and Pre-Sorting	• Receiving hopper/bin and crate handling or equivalent fruit receiving system suitable for controlled feeding into the line • Hydraulic Bin tipper • Food-grade belt or roller conveyor with side guards • Belt loading - Single-layer or controlled-flow presentation • Transfer/drop height as low as practicable; 100–150 mm • Variable feed-rate control to match 5 TPH operation • Product contact surfaces shall be smooth and free from sharp edges.	
Conveyor belt and rollers	• Food-grade belt or roller conveyor with side guards, cleanable surfaces and drainage where applicable; Conveyor belts shall be suitable for wet processing environments • Bidders shall provide the proposed conveyor type for each section of the line, including infeed, washing, drying, waxing, inspection, grading discharge and packing conveyors. Between 600–1,000 mm for main conveyors;	

Parameter	Minimum Requirement	Compliance/Not Compliance
	800–1,200 mm at inspection, sorting or packing sections where operators require wider presentation of fruit. • Belt speed shall be of variable speed drive, adjustable from approximately 2-15 m/min, with smooth acceleration and deceleration. Speed shall be synchronized with washer, dryer, waxing, grader and packing modules.	
Washing, Brushing and Rinsing System	• Washing technologies proposed may include bubble washer, brush washer, spray washer or combined wash-brush-rinse system. • Nozzles: The bidder shall provide nozzle manufacturer's datasheets showing nozzle type, material - SS304/316 minimum, spray angle, operating pressure, flow rate and recommended spacing; Nozzles shall be removable for cleaning and shall be protected by appropriate filtration. • Brushes shall be soft to medium in brush hardness, food-grade nylon or equivalent, replaceable (individual brushes replaceable), non-abrasive and suitable for avocados. They shall be height and pressure adjustable, driven by gear motor and have Variable Frequency Drive. Brush shaft shall be made of SS304/316. The bidder shall state brush diameter, bristle specification, rotational speed, number of brushes and recommended replacement interval.	

Parameter	Minimum Requirement	Compliance/Not Compliance
	• Provision for controlled dosing or integration of approved sanitiser • Spray pressure shall be adjustable, with indicative operating range of 1–4 bar subject to fruit condition. • The washing system should have adequate pump capacity within the following range ○ Pump type: Centrifugal stainless steel food/wash -water pump ○ Flow rate: 10–40 m³/hm³/h ○ Head: 20–40 m ○ Motor: Approximately 3–7.5 kW, depending on design • Water recirculation and filtration are required; filtration mesh or unit shall be accessible for cleaning; 1,500–3,000 L/hour or better of fresh make-up water, with treated/recycled process water used for appropriate stages. • The washing system shall include: ○ Separate washing and final-rinse water circuits ○ Water recirculation pump; ○ Mesh/strainer filtration; ○ Removable filter baskets; ○ Sediment collection; ○ Overflow system; ○ Controlled make-up water supply; ○ Water-level sensor; ○ Drainage valve; ○ Tank drain;	

Parameter	Minimum Requirement	Compliance/Not Compliance
	○ Spray-line filtration; ○ Pressure monitoring; ○ Provision for chemical/sanitiser dosing where applicable; ○ Water-quality monitoring points; ○ Easy-to-clean pipework; ○ Complete drainability; ○ Backflow prevention; ○ Prevention of stagnant water; ○ Clearly identified clean-water and dirty-water lines.	
Drying	● Drying may use air knives, forced air blowers, brush drying, air tunnels - ambient air or low-temperature heated air. ● Temperature for heated drying shall be adjustable and controlled to prevent heat injury between the range of 25–45°C. ● Shall be adequate for drying capacity of 5 TPH and the bidder shall state blower capacity, airflow and connected electrical load	
Waxing system	● System shall include wax tank/reservoir, pump, filters, nozzles/applicators, drip tray and easy-clean access. ● Application method may be mist spray, atomising nozzles, brush application or equivalent system that ensures even coverage.	

Parameter	Minimum Requirement	Compliance/Not Compliance
	• Wax-contact parts shall be food grade and resistant to approved coatings and cleaning agents. • Post-wax drying/curing shall be provided to prevent tackiness before grading and packing.	
Inspection, Sorting and Grading	• illuminated inspection tables or conveyors for manual quality sorting before final grading. • Minimum grading outlets: 6 grades • Fruit Weight Range; 150 g – 450 g • Automatic electronic individual fruit weighing • Weight grading accuracy shall be ± 2 g per fruit subject to the manufacturer's demonstrated specifications. • Programmable grading parameters • Automatic diversion of fruit into designated grades • Drop into outlets shall be cushioned, with collection bins/tables designed to avoid fruit damage and mix-ups. • Touchscreen or equivalent operator interface of the grading technology • Display of:	

Parameter	Minimum Requirement	Compliance/Not Compliance
	○Fruit count ○Weight ○Grade distribution ○Throughput ○System status	
Packaging and Weighing	● Minimum 6 packing positions; at least one packaging station for each major grade ● System shall accommodate cartons, corrugated boxes, plastic crates, other approved fresh produce packaging ● Provision for digital scales or check-weighing shall be included; scale accuracy should be at least ± 5–10 g for carton weighing. ● Packing tables	

(ii) Lot 2 – Handling Equipment, Weighing Systems and Security Equipment**Handling Equipment**

Parameter	Minimum Requirement	Compliance/Not Compliance
Equipment Name	Electric Forklift	
Rated Capacity	Minimum 3,000 kg at 500 mm load centre	
Lift Height	Minimum 4,500 mm; full free-lift mast preferred for stacking inside refrigerated trucks and cold rooms	
Power Source	Electric	
Battery Type	Minimum 48 V; capacity not less than 500 Ah (lead-acid) or lithium-ion of equivalent energy (≥ 24 kWh) sufficient for one 8-hour shift; lithium-ion preferred	
Operating Time	Minimum 8 Hours Continuous Operation	
Charging Time	Maximum 8 Hours	

Parameter	Minimum Requirement	Compliance/Not Compliance
Equipment Name	Electric Forklift	
Fork Length	Minimum 1,150 mm (suitable for 1,200 × 1,000 mm pallets); fork cross-section to ISO 2330 for the rated capacity	
Tyres	Non-marking solid or solid-pneumatic tyres (mandatory to protect resin floors); size not smaller than 6.00-9 front and 5.00-8 rear, or manufacturer's equivalent for the rated capacity	
Turning Radius	Not more than 3,000 mm (outer); Bidder to state	
Safety Lighting	Required	
Reverse Alarm	Required	
Operator Presence System	Required	
Seat Belt	Required	
Overhead Guard	Required	

Parameter	Minimum Requirement	Compliance/Not Compliance
Equipment Name	Electric Forklift	
Charger	Included	
Design Life	Minimum 10 Years	
Overhead Guard Height	Not more than 2,200 mm, to allow entry into refrigerated trucks and through cold-room doors (to be confirmed against the civil design)	
Travel Speed (laden)	Not more than 15 km/h, with programmable speed limitation for indoor use	
Lifting Speed (laden)	Bidder to state (indicatively not more than 500 mm/s)	
Overall Dimensions	Length without forks not more than 3,000 mm; overall width not more than 1,500 mm	
Drive and Controller	AC drive and lift motors with programmable motor controller (e.g. Curtis or equivalent)	
Operating Environment	Indoor food-handling areas and cold rooms at +2 °C; electrics protected against condensation	

Parameter	Minimum Requirement	Compliance/Not Compliance
Equipment Name	Electric Forklift	
Colour	Manufacturer's standard high-visibility safety colour (yellow or red)	
Standards and Documentation	Compliant with ISO 3691-1 or equivalent and CE marked or equivalent; operator manual, service manual and spare-parts catalogue in English	

Parameter	Minimum Requirement	Compliance/Not Compliance
Equipment Name	Electric Pallet Stacker, stand-on type with folding platform and side guards [type (stacker or low-lift pallet truck) and quantity to be confirmed by NAEB at the pre-bid meeting and issued by addendum]	
Capacity	Rated capacity 1,500 kg at 600 mm load centre, maintained up to the maximum lift height (Bidder to submit capacity diagram)	
Power Source	Electric	

Parameter	Minimum Requirement	Compliance/Not Compliance
Equipment Name	Electric Pallet Stacker, stand-on type with folding platform and side guards [type (stacker or low-lift pallet truck) and quantity to be confirmed by NAEB at the pre-bid meeting and issued by addendum]	
Battery Type	Rechargeable traction battery with integrated charger	
Operating Time	Minimum 8 Hours	
Fork Length	Minimum 1,150 mm	
Lift Height	Minimum 4,000 mm; lowered fork height 80–90 mm	
Emergency Stop	Required	
Reverse Safety Switch	Required	
Charger	Included	
Design Life	Minimum 10 Years	
Tyres	Polyurethane (non-marking)	

Parameter	Minimum Requirement	Compliance/Not Compliance
Equipment Name	Electric Pallet Stacker, stand-on type with folding platform and side guards [type (stacker or low-lift pallet truck) and quantity to be confirmed by NAEB at the pre-bid meeting and issued by addendum]	
Service Brake	Electromagnetic	
Travel Speed (laden / unladen)	Not less than 4.2 / 4.5 km/h	
Motors	Drive motor not less than 0.75 kW (S2 60 min); lift motor not less than 2.2 kW (S3 15%)	
Manoeuvrability	Turning radius not more than 2,000 mm; right-angle stacking aisle not more than 2,500 mm with 1,000 × 1,200 mm pallet across forks; overall width not more than 1,000 mm	

Weighing Systems

Parameter	Minimum Requirement	Compliance/Not Compliance
Accuracy Class	OIML Class III or better	
Calibration	Factory calibrated; verified on site and certified by the competent legal metrology authority in Rwanda (e.g. Rwanda Standards Board) before acceptance, with calibration certificate	
Display Type	Digital LCD/LED	
Protection Rating	Minimum IP65	
Data Interface	Serial interface (RS232/RS485) required; USB or Ethernet preferred for connection to the traceability system	
Power Supply	150–240 V AC, 50/60 Hz, with rechargeable back-up battery giving not less than 10 hours operation, low-battery indication and in-built charger	
Construction	Industrial Duty	
Operating Environment	Food Processing Facility	

Parameter	Minimum Requirement	Compliance/Not Compliance
Traceability Interface	Required	
Design Life	Minimum 10 Years	
Type (reception and dispatch pallet scales)	Low-profile industrial platform scale with access ramps for drive-on/drive-off use by pallet trucks without a pit; deck height not more than 50 mm; ramp incline not more than 15°	
Capacity and Platform	Minimum 2,000 kg capacity; division not more than 0.5 kg; platform not smaller than 1,500 × 1,500 mm; stainless-steel or hot-dip galvanised construction suitable for washdown	
Indicator Functions	Tare, zero tracking, stable-weight indication, overload protection and indication, adjustable auto power-off; counting function optional	
Operating Temperature	0 °C to +40 °C	
Container Bay Weighing	Type (platform scale, axle scale or weighbridge), capacity and location to be confirmed by NAEB at the site visit and pre-bid meeting and issued by addendum	

Additional Handling Equipment

Item	Quantity	Minimum requirement / submission
Food-grade harvest crates	600	Ventilated, cleanable crates suitable for avocado handling; submit material, dimensions, rated load and stacking arrangement.
Food-grade plastic pallets	80	Cleanable pallets compatible with the proposed forklift, pallet trucks, stackers and pallet scales; submit dimensions, rated loads and material.
Sorting / utility tables	8	Food-grade stainless steel, cleanable surfaces; submit dimensions and proposed operating arrangement.
Waste collection bins	12	Durable cleanable HDPE bins suitable for segregated packhouse waste; submit capacity and cleaning arrangement.
Pallet wrapping machine	1	Complete machine suitable for the proposed pallet dimensions, loads and dispatch operation; submit capacity, power and guarding details.
Hand pallet trucks	6	Compatible with the loaded pallets and low-profile ramp scales; submit rated capacity, fork dimensions and non-marking wheel specifications.
Mobile conveyor sections	4	Food-grade cleanable mobile sections compatible with the grading and packing interfaces; submit dimensions, rated capacity and power requirements.

Security Equipment

- The security equipment under Lot 2 comprises: (a) CCTV surveillance system; (b) electronic access control system; (c) uninterruptible power supply (UPS) for the security systems; and (d) handheld metal detectors (2 no.). The Bidder shall supply, install, configure, test and commission a complete working system. Power, containment and communications cabling routes to equipment locations are provided by the civil works contractor under Tender PRQ20260121; the Bidder shall provide all final connections.
- CCTV: number and locations of indoor and outdoor cameras to be confirmed by NAEB at the site visit and pre-bid meeting and issued by addendum; the system shall include a network video recorder, monitoring workstation/display in the security office and camera coverage of the gate, perimeter, produce inlet, processing hall, cold rooms and dispatch bay.

CCTV Technical Requirements

- H.265 compression;
- Minimum 30 fps recording;
- PoE capability is required for IP cameras;
- IP66 outdoor cameras;
- Centralized video management software;
- Minimum 90-day recording retention;
- Remote viewing capability;
- Cybersecurity requirements.

Additional Parameters:

Parameter	Minimum Requirement	Compliance/Not Compliance
Minimum Camera Resolution	4 MP	
Lens Type	Fixed or Varifocal	
Night Vision Range	Minimum 30 m	
Outdoor Protection	IP66	

Parameter	Minimum Requirement	Compliance/Not Compliance
Compression	H.265	
Frame Rate	Minimum 30 fps	
Recording Retention	Minimum 90 Days	
Remote Access	Required	
Cybersecurity	Required	
PoE	Preferred	

Access Control System Technical Requirements

- Card and/or biometric readers with electromagnetic locks at the doors confirmed by NAEB at the site visit and pre-bid meeting (issued by addendum), typically the main entrance, processing hall, cold rooms and dispatch;
- Central controller and management software with user/role management, time-based access schedules and event logs retained for not less than 90 days;
- Fail-safe release of all controlled doors on fire alarm or power failure, and manual break-glass release at each door;
- Integration with the CCTV system and export of attendance/access data to the traceability system;
- Online UPS sized for not less than 30 minutes autonomy of the CCTV, access control and network equipment;

- Handheld metal detectors: rechargeable, audible and vibration alarm, adjustable sensitivity.

(iii) Lot 3 – Digitalisation, Traceability and ICT Systems

ICT Hardware Requirements

Equipment	Minimum Requirement	Compliance/Not Compliance
Server	Enterprise Grade Server or Cloud-Based Equivalent	
Workstations	Minimum Intel i5 or Equivalent, 16 GB RAM, 512 GB SSD	
Tablets	Rugged Industrial Tablets, Minimum 10-inch Screen	
Barcode Printers	Industrial Thermal Transfer Type, Minimum 300 dpi	
Barcode Scanners	1D and 2D Barcode and QR Code Compatible	
Network Switches	Managed Gigabit Ethernet	
Wireless Connectivity	Wi-Fi 6 Preferred	
UPS Systems	Minimum 30 Minutes Backup	
Structured Cabling	CAT6 Minimum	

Bidders shall comply with the minimum requirements set out in this Section V, upon which evaluation shall be based for each lot bid.

Software, Data Ownership and Interoperability Requirements

- The packhouse management and traceability system shall support produce reception, batch traceability, barcode/QR code management, grading records, pallet tracking, dispatch records, export container tracking, inventory management, operational reporting, dashboards, notifications, user management and audit trails;
- The solution shall support open standards, documented APIs, unrestricted data access and future migration without dependence on proprietary technologies;
- All data, databases, configurations, transaction records, audit logs, traceability records, reports, metadata and related digital assets generated, processed or stored under this contract shall be the exclusive property of NAEB. The Supplier shall provide unrestricted access to such data throughout the contract period and upon contract completion;
- The system shall support complete export of all data, configurations and audit records in open, machine-readable and non-proprietary formats. No additional licence, fee, proprietary software dependency or vendor intervention shall be required for data extraction, transfer, archival or migration;
- The solution shall be designed and implemented so that it can be migrated to another platform or service provider without material disruption to operations. On request by NAEB, the Supplier shall provide all documentation, schemas, configurations, interface specifications and export utilities necessary for transition to an alternative solution;
- Cybersecurity controls, role-based access, encrypted data transmission and documented backup and recovery procedures shall be provided.

Testing, Acceptance and Documentation

- Factory Acceptance Testing (FAT) and Site Acceptance Testing (SAT) shall demonstrate successful operation of all traceability, barcode/QR code generation and scanning, inventory management, workflow management, user management, reporting, audit trail, dashboard, notification and integration functions. Acceptance shall depend on successful completion of all test scenarios approved by NAEB;
- The Supplier shall conduct end-to-end testing of all interfaces and APIs, demonstrating successful exchange of data with designated external systems (including the weighing scales and grading-line controls supplied under Lots 1 and 2). Test reports and evidence shall form part of the commissioning and handover documentation;

- Deliverables shall include user manuals, administrator manuals, API documentation, interface specifications, data dictionaries, integration architecture diagrams, configuration records, cybersecurity documentation, backup and recovery procedures and a digital asset register;
- During the warranty/defects liability period the Supplier shall rectify software defects, cybersecurity vulnerabilities, integration failures, reporting errors, traceability system defects and data integrity issues at no additional cost to the Purchaser;
- Civil infrastructure (communications room, cable containment and power points) will be provided by the civil works contractor under Tender PRQ20260121. The Supplier shall supply and install the structured cabling and all active equipment and shall coordinate locations and interfaces with that contractor.

Price Schedules

Bidders may bid for one or more lots and shall complete the schedule for every lot bid. Prices shall cover 100% of the items and final quantities for each lot bid, including the issued addenda. The revised equipment workbook is a scope reference; no internal cost estimate forms part of the published tender. The following item numbering governs pricing.

Prices shall be in USD, delivered DDP to the final destination under Incoterms 2020. State taxes separately in the price summary, without double counting amounts already included in the DDP prices. Withholding tax, where applicable, is a deduction from payment and shall not be added twice to the Contract Price. No automatic contingency shall be added to the evaluated Bid price. All obligations shall be allocated to the relevant lot and priced once only.

Common Requirements Included in Each Lot Price

Include insurance for delivery and installation, the 10% Performance Security, the separate 1% Environmental and Social Performance Security specified below, mobilisation, environmental and social management measures relevant to supply and installation, implementation reports, quarterly warranty inspection reports and all incidental costs. Pre-shipment inspection of Lot 1 shall accommodate three Purchaser/NAEB representatives as provided in the original schedule. The Supplier shall identify the associated costs in its pricing breakdown without repeating them elsewhere.

Lot 1 Semi-Automated Avocado Grading and Packing Line

Item No.	Description	Unit	Quantity	Unit Rate (USD)	Total Amount (USD)
1.1	Receiving Bins and Crate Handling Area	Lot	1		
1.2	Hydraulic Bin Tipper	No.	1		

Item No.	Description	Unit	Quantity	Unit Rate (USD)	Total Amount (USD)
1.3	Infeed Conveyor and Fruit Singulation System	Lot	1		
1.4	Fruit Washer	No.	1		
1.5	Brush Washer	No.	1		
1.6	Rinse Spray System	Lot	1		
1.7	Air Drying Tunnel	No.	1		
1.7A	Waxing system	No.	1		
1.8	Illuminated Manual Inspection Tables	No.	2		
1.9	Electronic Weighing Grader (6 Exits)	No.	1		
1.10	Sorting Lanes and Fruit Distribution System	Lot	1		
1.11	Packing Stations (minimum six operator positions)	Lot	1		
1.12	Quality Control and Check-Weigh Area	Lot	1		
1.13	Line Labelling Station and Interface to Lot 3 Barcode/QR System	Lot	1		
1.14	Manual Palletisation Area Equipment (space/interface for future palletiser)	Lot	1		
1.15	Dispatch Area Equipment	Lot	1		
1.16	PLC-Based Control System	Lot	1		
1.17	HMI Touchscreen Control Interface	Lot	1		
1.18	Electrical Panels, Cabling and Instrumentation	Lot	1		
1.19	Mechanical Accessories and Interconnecting Components	Lot	1		

Item No.	Description	Unit	Quantity	Unit Rate (USD)	Total Amount (USD)
1.20	Water Filtration, Recirculation and Disinfection System complete with pumps, filters, tanks, instrumentation, controls, installation and commissioning	Lot	1		
1.21	Automated Sanitisation and Dosing System complete with storage tanks, dosing pumps, sensors, controls, installation and commissioning	Lot	1		
1.22	Factory Acceptance Testing (FAT)	Lot	1		
1.23	Supply, Delivery, Installation and Commissioning	Lot	1		
1.24	Site Acceptance Testing (SAT)	Lot	1		
1.25	Training of Operators and Maintenance Personnel	Lot	1		
1.26	Two-Year Spare Parts Package (total of Schedule Lot 1A; price once only)	Lot	1		
1.27	Operations and Maintenance Manuals	Lot	1		
1.28	24-Month Warranty and After-Sales Support	Lot	1		
	TOTAL LOT 1 PRICE (USD)				

The line shall achieve at least 5 tonnes per hour as a complete integrated system. All required accessories, controllers, equipment licences, interfaces, cabling, installation materials, supports, testing and commissioning services are included. Lot 1 supplies line equipment and its controls; Lot 3 supplies the packhouse management software and enterprise barcode/QR functionality. Suppliers shall coordinate the interface without duplicating supply or charges.

Lot 1A Two-Year Recommended Spare Parts

Complete the schedule below with quantities and manufacturer part numbers. Its total shall be carried to item 1.26 and shall not be added again to the Bid total. Spares shall be new and manufacturer-approved, clearly labelled, and delivered with the equipment unless otherwise approved. Provide recommendations for two-year operation, five-year operation and major overhaul, guarantee availability for at least ten years from commissioning, and maintain quoted spare part unit prices for at least two years.

Item No.	Description	Unit	Quantity	Unit Rate (USD)	Total Amount (USD)
SP1	Conveyor Belts	No.	Bidder to Specify		
SP2	Conveyor Rollers	No.	Bidder to Specify		
SP3	Bearings for Conveyors and Rotating Equipment	Set	Bidder to Specify		
SP4	Drive Chains and Sprockets	Set	Bidder to Specify		
SP5	Electric Motors	No.	Bidder to Specify		
SP6	Gearboxes	No.	Bidder to Specify		
SP7	Variable Frequency Drives (VFDs)	No.	Bidder to Specify		
SP8	Photoelectric Sensors	No.	Bidder to Specify		
SP9	Proximity Sensors	No.	Bidder to Specify		
SP10	Load Cells for Electronic Grader	No.	Bidder to Specify		
SP11	HMI Touchscreen Components	No.	Bidder to Specify		
SP12	PLC Input/Output Modules	No.	Bidder to Specify		
SP13	Control Relays and Contactors	Set	Bidder to Specify		
SP14	Emergency Stop Push Buttons	No.	Bidder to Specify		
SP15	Solenoid Valves	No.	Bidder to Specify		
SP16	Pneumatic Cylinders	No.	Bidder to Specify		
SP17	Pump Mechanical Seal Kits	Set	Bidder to Specify		
SP18	Water Pump Repair Kits	Set	Bidder to Specify		
SP19	Sand Filter Media	Lot	1		
SP20	Cartridge Filter Elements	Set	Bidder to Specify		

Item No.	Description	Unit	Quantity	Unit Rate (USD)	Total Amount (USD)
SP21	UV Lamps and Ballasts (where applicable)	Set	Bidder to Specify		
SP22	Dosing Pump Diaphragm Kits	Set	Bidder to Specify		
SP23	ORP Sensor Replacement Kits	Set	Bidder to Specify		
SP24	Chemical Injection Nozzles	Set	Bidder to Specify		
SP25	Electrical Fuses and Circuit Protection Devices	Set	Bidder to Specify		
SP26	Miscellaneous Fast-Moving Spare Parts	Lot	1		
	TOTAL SPARE PARTS PRICE (USD)				

Lot 2 Handling Equipment Weighing and Security Systems

Item No.	Description	Unit	Quantity	Unit Rate (USD)	Total Amount (USD)
2.1	Reception Pallet Weighing Balances	No.	2		
2.2	Dispatch Pallet Weighing Balances	No.	2		
2.3	Container-Bay Weighing Equipment — type, capacity and location confirmed by addendum	System	1		
2.4	Electric Forklifts, minimum 3 tonnes	No.	2		
2.5	Stand-on Electric Pallet Stackers / Electric Pallet Trucks — type and final quantity confirmed by addendum	No.	4 (provisional)		
2.6	Food-Grade Harvest Crates	No.	600		
2.7	Food-Grade Plastic Pallets	No.	80		
2.8	Food-Grade Stainless Steel Sorting / Utility Tables	No.	8		

Item No.	Description	Unit	Quantity	Unit Rate (USD)	Total Amount (USD)
2.9	Waste Collection Bins	No.	12		
2.10	Pallet Wrapping Machine	No.	1		
2.11	Hand Pallet Trucks	No.	6		
2.12	Mobile Conveyor Sections	No.	4		
2.13	CCTV Surveillance System including NVR, display and cameras — final camera quantities and locations confirmed by addendum	System	1		
2.14	Electronic Access Control System — final door quantities and locations confirmed by addendum	System	1		
2.15	UPS for CCTV, Access Control and Security Network Equipment, minimum 30 minutes autonomy	System	1		
2.16	Handheld Metal Detectors	No.	2		
2.17	Two-Year Spare Parts, Testing, Delivery, Installation, Commissioning, Training, Documentation and 24-Month Warranty / Support	Lot	1		
	TOTAL LOT 2 PRICE (USD)				

Quantities or types specifically deferred to the pre-bid meeting shall be finalised by formal addendum before submission. Until amended, the indicated quantities are the pricing basis; the addendum shall define the container-bay weighing configuration and confirm the camera and door schedules so all bidders price the same scope.

Lot 3 Digitalisation Traceability and ICT Systems

Item No.	Description	Unit	Quantity	Unit Rate (USD)	Total Amount (USD)
3.1	Packhouse Management and Traceability Software, including licences, configuration, testing, commissioning and training	Lot	1		
3.2	Barcode and QR Code Labelling System, including label design software and configuration	Lot	1		
3.3	Industrial Barcode Printers	No.	Bidder to Specify		
3.4	Barcode and QR Code Scanners, including handheld devices where required	No.	Bidder to Specify		
3.5	Dispatch Management Module, including reporting and export shipment tracking functionality	Lot	1		
3.6	ICT Infrastructure, including servers, workstations, tablets, UPS systems and network equipment	Lot	1		
3.7	Software Integration, Data Migration, Testing, Commissioning and User Training	Lot	1		
	TOTAL LOT 3 PRICE (USD)				

For ICT hardware stated as “Bidder to Specify”, submit a complete hardware schedule with quantities, brands, models, licences and support costs sufficient to meet Section V. Security-system UPS under item 2.15 shall be priced in Lot 2; ICT UPS under item 3.6 shall be priced in Lot 3. Shared devices or connections shall be allocated once and identified in the interface schedule.

Lot Price Summary

Description	Lot 1 USD	Lot 2 USD	Lot 3 USD
Goods and equipment			
Related services (identify amounts already included in lot items)			
Price before VAT — no duplicate service charges			
Applicable VAT — state rate and amount, if not included above			
Other applicable taxes — state basis and amount, if not included above			
TOTAL DDP LOT PRICE INCLUDING ALL APPLICABLE TAXES			

Transfer each lot total to the Financial Letter of Bid and identify the lots bid. Provide a breakdown in Forms FIN-2 and FIN-3 that reconciles to the completed lot schedules. Do not add the related service costs a second time. Discounts conditional on award of multiple lots will not be used in evaluation, in accordance with Section III.

i. Sustainability

Form for Sustainability statement and approach

The Bidder will provide adequate information to demonstrate clearly that it will deliver the project sustainably through use of renewable energy sources (options) where applicable and by having power saving mechanisms/ features, waste management among other approaches/ methodologies.

Sustainability methodology	Implementation approach

Part 2: Technical Specification Compliance.

- Bidders are required to fill the table below to respond and provide detailed product catalogue, where applicable, 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 to be considered as responsive.
- Bidders shall provide detailed specifications and supporting catalogues for every item in each lot bid. Award will be made on a lot-by-lot basis to the eligible, qualified bidder with the lowest evaluated price and a substantially responsive offer.
- Only bidders whose offers are substantially responsive to all requirements of the lot or lots bid, and who meet the eligibility and qualification criteria, will proceed to financial evaluation for those lots.

Project Overview and Implementation Requirements

Supply, installation, testing, commissioning, training and after-sales support of a 5 tph semi-automated avocado grading and packing line, handling equipment, security systems and digital traceability systems in Gikondo, Kigali, Rwanda

2. Background / Project Overview

TradeMark Africa (TMA), formerly TradeMark East Africa), is an Aid-for-Trade organisation that was established in 2010, with the aim of growing prosperity through increased trade. 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 Netherlands, Norway, the United Kingdom and the United States of America. TMA works closely with regional intergovernmental organisations, including the African Union (AU), the African Continental Free Trade Area (AfCFTA) Secretariat, the East Africa Community (EAC), the Intergovernmental Authority on Development (IGAD), the Common Market for East and Southern Africa (COMESA), the Southern Africa Customs Union (SACU), national Governments, the private sector and civil society organisations.

The first two strategic periods of TMA (2010-2023) have contributed to substantial gains for trade and regional integration in East Africa and the Horn of Africa in terms of decreased cargo transit times (reduction of 16.5% on the Northern Corridor from Mombasa to Bujumbura), improved border efficiency (the time to cross targeted one stop border posts has been reduced by an average of 70%), and reduced barriers to trade. The continental-wide shift and rebrand to TMA was officially launched in West Africa in January 2023, with Ghana being the first country of operations in the region.

While continuing to leverage our core expertise in trade facilitation, we will evolve our focus to harness the potential of digitalisation, support African exporters to pioneer low carbon trade, address the core trade factors behind food security and promote inclusive trade. By increasing trade volumes, and enhancing the sustainability and inclusiveness of trade, we aim to deliver large-scale job creation, poverty reduction and enhanced economic growth. In 2022, TMA set up a catalytic finance fund, Trade Catalyst Africa (TCA), 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).

TMA's **headquarters** are in Nairobi, Kenya. **Operations and offices** are in: EAC Secretariat - Arusha, Burundi, the Democratic Republic of Congo, Djibouti, Ethiopia, Ghana, Malawi, Mozambique, Rwanda, Somaliland, South Sudan, Tanzania, Uganda and Zambia. For more information, please visit www.trademarkafrica.com

East Africa's horticultural export industry is a major contributor to the economy and relies heavily on efficient cold chain logistics to preserve the quality and integrity of fresh produce destined for international markets. The export of flowers, fruits, vegetables, herbs and other perishable products requires uninterrupted temperature-controlled transport from production and consolidation centres to the Port of Mombasa/Dar es Saalam and onward shipment to overseas markets.

The project is expected to improve export competitiveness, reduce spoilage and post-harvest losses, and support Rwanda's transition toward greener and more efficient freight logistics systems.

3. Objectives

The overall objective of the procurement is to equip the existing fresh produce (Fruits and Vegetables) export packhouse for the National Agricultural Export Development Board (NAEB) at Gikondo with modern, efficient and reliable operational systems capable of supporting commercial export operations.

The specific objectives are to:

- (a) Install a 5 tonnes per hour semiautomated avocado grading and packing line;
- (b) Improve grading accuracy, consistency and product classification;
- (c) Improve handling efficiency and reduce manual handling losses;
- (d) Improve produce weighing and dispatch control;
- (e) Improve security, monitoring and access control;
- (f) Establish a digital traceability and packhouse management system;
- (g) Support compliance with HACCP, GlobalG.A.P., ISO 22000, Codex Alimentarius and applicable export requirements;
- (h) Improve data capture, reporting, batch traceability and export documentation support;
- (i) Provide training, warranty support and spare parts to ensure sustainable operation.

The selected supplier shall provide a complete end-to-end solution including equipment supply, installation, testing, commissioning, systems integration, user training, warranty support and after-sales technical support services.

4. Recipient

The primary recipient will be the National Agriculture Export Development Board, Rwanda.

5. Scope of Work

The Supplier shall be responsible for the complete supply, delivery, installation, testing, commissioning, training and after-sales support of the equipment and systems specified in Section V for the lot or lots awarded to it.

The scope shall include, but shall not be limited to:

- (a) Supply of all equipment, materials, accessories, controls, software and operational systems;
- (b) Transportation, insurance, customs clearance and delivery to site;
- (c) Offloading, positioning, assembly and installation;
- (d) Electrical, mechanical, ICT and control system integration related to the supplied equipment;
- (e) Calibration of all weighing, grading, sensing, control and monitoring systems;
- (f) Factory Acceptance Testing where required;
- (g) Site Acceptance Testing after installation;
- (h) Performance testing under operational conditions;
- (i) Training of operators, maintenance personnel and system administrators;
- (j) Submission of operation and maintenance manuals;
- (k) Submission of as-installed equipment documentation;
- (l) Provision of spare parts and consumables as specified;
- (m) Provision of warranty and after-sales technical support.

All equipment shall be supplied complete and ready for operation. Any item, accessory, fitting, cable, control device, sensor, software license, connector or consumable required for full operational functionality shall be deemed included, whether explicitly listed or not.

The supplier shall cooperate fully with other contractors engaged under separate lots and shall provide all necessary information, interface requirements, testing support and commissioning assistance required to achieve full operational integration of the packhouse facilities.

6. Utility Interface Responsibilities

The Supplier shall identify all electrical, water, drainage, ICT and compressed air connection requirements.

Primary utility infrastructure up to designated connection points shall be provided under separate contracts unless otherwise stated.

The Supplier shall provide all secondary distribution systems, cabling, pipework, fittings and accessories required from the designated connection points to the supplied equipment.

7. Technical Requirements

The technical requirements are set out in Section V of this tender, including the compliance sheets, lot schedules, implementation requirements and Annex 1. The separately issued Volume II Employer's Requirements for PRQ20260121 covers civil works and is relevant to interface coordination only; it does not add equipment or software supply obligations to the civil contract.

8. Deliverables

The successful bidder shall deliver Semi Automated Avocado Grading and Packing Line, Handling Equipment, Weighing Systems and Security Equipment, and Digitalization, Traceability and ICT Systems.

The supplier shall also provide training completion reports, attendance records and operational training materials for all personnel trained under the assignment.

9. Warranty and Support

The Supplier shall provide a minimum warranty period of twenty-four (24) months from successful commissioning and written acceptance by the Purchaser, covering manufacturing defects, component failures, system malfunctions and software/integration defects. Technical support, troubleshooting and replacement of defective components shall be provided at no additional cost during the warranty period.

The supplier shall demonstrate the availability of spare parts and technical support services within Rwanda or the East African region for a minimum period of ten (10) years after delivery. The supplier shall indicate technical response timelines, escalation procedures and service support arrangements applicable during the warranty and post-warranty periods.

10. Reporting and Coordination

The supplier shall submit weekly and monthly progress reports during implementation detailing manufacturing status, delivery schedules, installation progress, commissioning activities and training completion status. The reports shall also include updates on equipment testing, challenges encountered, mitigation measures undertaken and implementation progress against the approved work plan and delivery schedule.

Upon completion of the assignment, the supplier shall submit a final completion report summarizing all activities undertaken under the contract, including testing and commissioning results, as-built drawings and technical details, operation and maintenance manuals, spare parts documentation, system configuration records, report

on trainings conducted, operational readiness confirmation and warranty support arrangements. The final report shall also include confirmation of successful installation and functionality of the temperature monitoring and alert notification systems.

All reports shall be submitted in English in both electronic and hard copy formats. The reports shall be submitted to the National Agriculture Export Development Board Project Manager and the TradeMark Africa (TMA) Project Manager under the Sustainable Inclusive Trade in Africa (SITA) programme.

11. Timelines

The maximum period for manufacture, supply, installation, testing, commissioning and training is nine (9) calendar months from the contractual commencement date. The Supplier shall submit a coordinated programme covering design and interface review during the first three months and delivery, installation and commissioning within the following six months, aligned with the civil works programme. The 24-month warranty starts on successful commissioning and written acceptance by the Purchaser.

12. Contract Management and Supervision

The assignment shall be supervised by National Agriculture Export Development Board in collaboration with TradeMark Africa (TMA) under the Sustainable Inclusive Trade in Africa (SITA) programme, together with other designated stakeholders involved in cold chain logistics and export facilitation. National Agriculture Export Development Board and TMA may, where necessary, appoint or delegate supervision responsibilities to a qualified consultant to provide technical oversight, inspection and quality assurance support during implementation.

The successful bidder shall coordinate closely with the designated project management team throughout implementation to ensure timely delivery, effective communication and compliance with project requirements. The bidder shall ensure full compliance with TMA environmental, health and social safeguard requirements, including adherence to applicable occupational health and safety standards, environmental protection measures and responsible waste management practices during delivery, installation, commissioning and training activities.

All equipment supplied under the assignment shall remain subject to inspection, testing and acceptance by the Procuring Entity prior to final handover and operational approval. The Procuring Entity reserves the right to conduct inspections, witness factory or site acceptance tests, verify technical compliance and reject any equipment that does not meet the specified technical and operational requirements.

5.4. Drawings

Annex 1 — Medium Automated Avocado Grading and Packing Line 5 TPH Corrected — forms part of this tender as an indicative concept layout for equipment arrangement, process flow and interface coordination.

Reference	Drawing	Purpose
Annex 1	Medium Automated Avocado Grading and Packing Line 5 TPH Corrected	Indicative plan, elevation, process flow, technical data and utility requirements

The layout indicates an approximately 44 m × 12 m line footprint. The Supplier shall verify dimensions and submit a coordinated detailed layout, including access, maintenance clearances, utility loads and the carton

make-up interface, for approval. Section V governs the base supply requirement where indicative drawing data differ. The required fruit weight range is 150–450 g; washing, waxing and controlled drying at 25–45 °C are included as specified. Camera/NIR grading, automatic case erection, automatic palletising, ripening chambers and cold storage shown as upgrades are outside the base equipment supply; civil cold-chain works remain under PRQ20260121. Manual inspection and palletising, electronic weight grading and at least six packing positions form the base solution.

5.5. Inspections and Tests

Before manufacture, submit detailed layouts, equipment datasheets, utility load schedules, controls and interface descriptions and proposed FAT/SAT procedures for Purchaser/NAEB review. Provide access for factory inspection and demonstrate throughput, weight grading accuracy, outlet selection, soft handling, safety interlocks and emergency stops for Lot 1. Verify wash, filtration, sanitiser dosing, waxing and drying functions and required electrical protections.

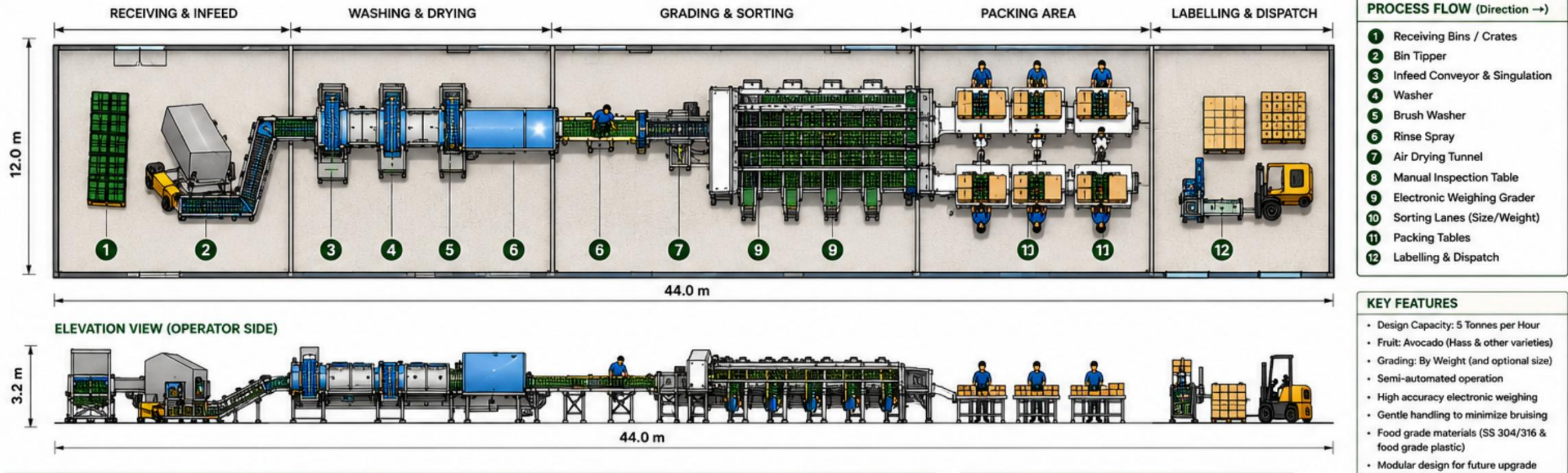
At delivery, verify quantities, condition, model/serial numbers, packing lists, certificates and spare parts. Test Lot 2 rated capacity, lift and manoeuvrability against capacity diagrams and site clearances; verify all weighing equipment calibration before acceptance. Demonstrate CCTV coverage, 90-day recording storage, authorised remote access, access-control operation and logs, fail-safe fire/power release, UPS autonomy and handheld detector operation.

For Lot 3, conduct functional and end-to-end tests of reception, grading records, barcode/QR creation and scanning, batch/pallet traceability, inventory, dispatch, container tracking, reports, dashboards, notifications and user/audit functions. Demonstrate interfaces with Lots 1 and 2, open data export, migration utilities, role-based security and backup/recovery. Test scenarios shall be approved by NAEB and results submitted with evidence.

SAT and integrated commissioning shall be carried out at the Project Site under representative operating conditions. Demonstrate the minimum 5 TPH throughput and specified accuracy with representative avocados and agreed test procedures. Correct nonconformities and repeat failed tests at the Supplier's cost. Acceptance requires satisfactory tests, training, manuals, as-installed records, configuration documentation and signed Purchaser acceptance; attendance at tests does not release Supplier obligations.

MEDIUM AUTOMATED AVOCADO GRADING & PACKING LINE – 5 TONNES PER HOUR

PLANT LAYOUT, PROCESS FLOW & TECHNICAL SPECIFICATIONS



EQUIPMENT SCHEDULE & SPECIFICATIONS

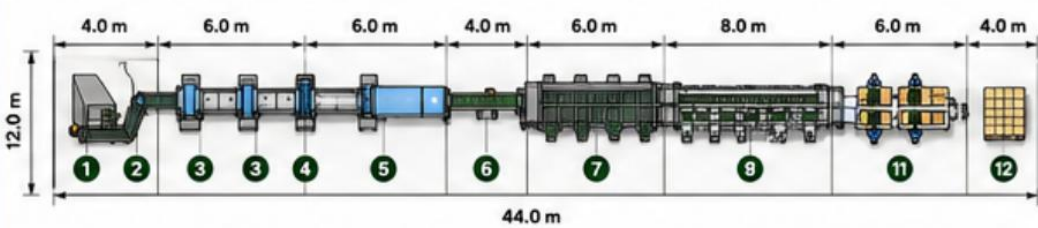
No.	Equipment	Function	Capacity	Main Specification	Power (kW)	Material	Qty
1	Receiving Bins / Crates	Receive avocados from farm	As required	Ventilated plastic crates 25 kg	–	HDPE	As req.
2	Bin Tipper	Tip bins onto infeed conveyor	5 t/h	Hydraulic tipping, 45° dump angle	2.2	MS + SS	1
3	Infeed Conveyor & Singulation	Convey and singulate fruit	5 t/h	Belt width 600 mm, variable speed, rubber belt	0.75	SS 304 + Food grade belt	1
4	Washer	Pre-wash to remove field dirt	5 t/h	Water tank with agitation, spray bar	2.2	SS 304	1
5	Brush Washer	Brush cleaning	5 t/h	Nylon brushes, 6–8 pcs	3.0	SS 304	1
6	Rinse Spray	Rinse with clean water	5 t/h	Spray nozzles, recirculation	1.1	SS 304	1
7	Air Drying Tunnel	Remove surface water	5 t/h	High pressure fans, air knives	7.5	SS 304	1
8	Manual Inspection Table	Manual quality inspection	5 t/h	Width 1,200 mm, LED lighting	–	SS 304 + PVC belt	2
9	Electronic Weighing Grader	Weigh and grade fruit	5 t/h	Dynamic weigh scale, accuracy ± 2 g	2.0	SS 304	1
10	Sorting Lanes (Size/Weight)	Sort into different grades	5 t/h	6–8 lanes (customizable), diverters	1.5	SS 304 + Food grade belt	1
11	Packing Tables	Packing into cartons	5 t/h	SS table with shelves, width 800 mm	–	SS 304	6
12	Labelling & Dispatch	Label, stack and palletize	5 t/h	Label printer, roller conveyor	1.0	SS 304	1

Note: Capacities are based on average avocado weight of 200 g. Performance may vary depending on fruit size and operating conditions.

BUILDING REQUIREMENTS

Building Size (Min.)	: 44 m (L) x 12 m (W) x 5 m (H) (528 m³)
Floor	: Concrete, level, non-slip
Drainage	: Floor drains with trap
Doors	: Min. 3.5 m width for vehicle access
Lighting	: LED, 500 Lux
Ventilation	: Natural / Mechanical as required

LAYOUT DIMENSIONS (PLAN VIEW)



TECHNICAL SPECIFICATIONS

Design Capacity	: 5,000 kg/hour
Fruit Size	: 150 – 400 g
Weighing Accuracy	: ± 2 g
Grading Range	: 6 Grades (sustomizable)
Conveyor Width	: 600 – 1,200 mm
Working Height	: 850 – 950 mm
Installed Power	: ~ 35 – 45 kW
Power Supply	: 3 Phase, 380 – 415 V, 50 Hz
Water Consumption	: 3 – 5 m³/hour (recirculated)
Compressed Air	: 6 – 8 bar, 300 L/min
Floor Drainage	: Required
Operating Temperature	: 10 – 30 °C
Relative Humidity	: ≤ 85%
Staff Required	: 12 – 16 persons

NOTES

1. All materials in contact with fruit: SS 304 / SS 316 and food grade materials.
2. All belt conveyors: Food grade modular plastic belt.
3. All motors to be IP55, suitable for humid environment.
4. Actual layout may vary based on building structure and site conditions.
5. Training, commissioning and after-sales support included.

OPTIONS (UPGRADE)

- Color / External Defect Vision Grading
- NIR (Dry Matter / Ripeness)
- Automatic Case Erector & Sealer
- Automatic Palletizing System
- Ripening Chambers
- Cold Storage

UTILITY REQUIREMENTS

Power	3 Phase 380–415 V, 50 Hz 35 – 45 kW (Installed)
Water	3 – 5 m³/hour (Potable water)
Compressed Air	6 – 8 bar, 300 L/min
Drainage	Floor drain for waste water

PROJECT INFORMATION

Project	: Avocado Packhouse – 5 TPH
Location	: Kigali, Rwanda
Design By	: _____
Date	: _____

PART 3 – Contract

Section VI - General Conditions of Contract**Table of Clauses**

1. Definitions	108
2. Contract Documents.....	109
3. Fraud and Corruption	109
4. Interpretation	109
5. Language	110
6. Joint Venture, Consortium or Association	111
7. Eligibility	111
8. Notices	111
9. Governing Law	111
10. Settlement of Disputes	112
11. Inspections and Audit by TMA	112
12. Scope of Supply	112
13. Delivery and Documents.....	112
14. Supplier's Responsibilities	113
15. Contract Price	114
16. Terms of Payment	114
17. Taxes and Duties	115
18. Performance Security	115
19. Copyright	115
20. Confidential Information	116

21. Subcontracting	117
22. Specifications and Standards	117
23. Packing and Documents	117
24. Insurance	118
25. Transportation and Incidental Services	118
26. Inspections and Tests	118
27. Liquidated Damages	119
28. Warranty	120
29. Patent Indemnity	120
30. Limitation of Liability.....	121
31. Change in Laws and Regulations	122
32. Force Majeure.....	122
33. Change Orders and Contract Amendments.....	123
34. Extensions of Time	123
35. Termination	123
36. Assignment	124
37. Export Restriction.....	125

General Conditions of Contract

- 1. Definitions** 1.1 The following words and expressions shall have the meanings hereby assigned to them:
- (a) “Completion” means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
 - (b) “Contract Documents” means the documents listed in the Contract Agreement, including any amendments thereto.
 - (c) “Contract Price” means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.
 - (d) “Contract” means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
 - (e) “Day” means calendar day, unless otherwise specified as a “Business Day”. A Business Day is any day that is a working day of the Purchaser’s Country; it excludes the official public holidays.
 - (f) “GCC” means the General Conditions of Contract.
 - (g) “Goods” means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.
 - (h) “Purchaser’s Country” is the country specified in the Special Conditions of Contract (SCC).
 - (i) “Purchaser” means the entity purchasing the Goods and Related Services, as specified in the **SCC**.
 - (j) “Related Services” means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other such obligations of the Supplier under the Contract.
 - (k) “SCC” means the Special Conditions of Contract.
 - (l) “Sexual Harassment” (SH) is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature by supplier’s personnel with other supplier’s, or purchaser’s personnel.

- (m) "Subcontractor" means any person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.
 - (n) "Supplier" means the person, private or government entity, or a combination of the above, whose Bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.
 - (o) "The Project Site," where applicable, means the place named in the **SCC**.
 - (p) "TMA" means Trade Mark Africa
 - (q) Sexual Abuse (SA) is defined as the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions.
 - (r) Sexual Exploitation (SE) is defined as any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another.
- 2. Contract Documents**
- 2.1 Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.
- 3. Fraud and Corruption**
- 3.1 The TMA requires compliance with the Supplier Code of Conduct and its prevailing sanctions policies and procedures.
- 3.2 The Purchaser requires the Supplier to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the Bidding process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.
- 4. Interpretation**
- 4.1 If the context so requires it, singular means plural and vice versa.
- 4.2 Incoterms
- (a) Unless inconsistent with any provision of the Contract, the meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by Incoterms specified in the **SCC**.

- (b) The terms EXW, CIP, FCA, CFR, DDP and other similar terms, when used, shall be governed by the rules prescribed in the current edition of Incoterms specified in the **SCC** and published by the International Chamber of Commerce in Paris, France.

4.3 Entire Agreement

The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of the parties with respect thereto made prior to the date of Contract.

4.4 Amendment

No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

4.5 Nonwaiver

- (a) Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.
- (b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

4.6 Severability

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

5. Language

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

- 5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.
- 6. Joint Venture, Consortium or Association**
- 6.1 If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser.
- 7. Eligibility**
- 7.1 The Supplier and its Subcontractors shall have the nationality of an eligible country. A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.
- 7.2 All Goods and Related Services to be supplied under the Contract and financed by the TMA shall have their origin in Eligible Countries. For the purpose of this Clause, origin means the country where the goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.
- 8. Notices**
- 8.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the **SCC**. The term “in writing” means communicated in written form with proof of receipt.
- 8.2 A notice shall be effective when delivered or on the notice’s effective date, whichever is later.
- 9. Governing Law**
- 9.1 The Contract shall be governed by and interpreted in accordance with the laws of the Purchaser’s Country, unless otherwise specified in the **SCC**.
- 9.2 Throughout the execution of the Contract, the Supplier shall comply with the import of goods and services prohibitions in the Purchaser’s Country when:
- (a) as a matter of law or official regulations, the Purchaser’s country prohibits commercial relations with that country; or
 - (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Purchaser’s Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.

- | | |
|---|--|
| 10. Settlement of Disputes | <p>10.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.</p> <p>10.2 If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.</p> <p>10.3 Notwithstanding any reference to arbitration herein,</p> <p style="padding-left: 40px;">(a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and</p> <p style="padding-left: 40px;">(b) the Purchaser shall pay the Supplier any monies due the Supplier.</p> |
| 11. Inspections and Audit by TMA | <p>11.1 The Supplier shall keep and shall make all reasonable efforts to cause its Subcontractors and subconsultants to keep, accurate and systematic accounts and records in respect of the Goods in such form and details as will clearly identify relevant time changes and costs.</p> <p>11.2 The Supplier shall permit and shall cause its agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and personnel, to permit, the TMA and/or persons appointed by the TMA to inspect the site and/or the accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have such accounts, records and other documents audited by auditors appointed by TMA. The Supplier's and its Subcontractors' and subconsultants' attention that acts intended to materially impede the exercise of the TMA inspection and audit rights constitute a prohibited practice subject to contract termination, as well as to a determination of ineligibility pursuant to TMA prevailing sanctions procedures.</p> |
| 12. Scope of Supply | <p>12.1 The Goods and Related Services to be supplied shall be as specified in the Schedule of Requirements.</p> |
| 13. Delivery and Documents | <p>13.1 Subject to GCC Sub-Clause 33.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements. The</p> |

details of shipping and other documents to be furnished by the Supplier are specified in the **SCC**.

**14. Supplier's
Responsibilities**

- 14.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 12, and the Delivery and Completion Schedule, as per GCC Clause 13.
- 14.2 The Supplier, including its Subcontractors, shall not employ or engage forced labor or persons subject to trafficking, as described in GCC Sub-Clauses 14.3 and 14.4.
- 14.3 Forced labor consists of any work or service, not voluntarily performed, that is exacted from an individual under threat of force or penalty, and includes any kind of involuntary or compulsory labor, such as indentured labor, bonded labor or similar labor-contracting arrangements.
- 14.4 Trafficking in persons is defined as the recruitment, transportation, transfer, harbouring or receipt of persons by means of the threat or use of force or other forms of coercion, abduction, fraud, deception, abuse of power, or of a position of vulnerability, or of the giving or receiving of payments or benefits to achieve the consent of a person having control over another person, for the purposes of exploitation.
- 14.5 The Supplier, including its Subcontractors, shall not employ or engage a child under the age of 14 unless the national law specifies a higher age (the minimum age).
- 14.6 The Supplier, including its Subcontractors, shall not employ or engage a child between the minimum age and the age of 18 in a manner that is likely to be hazardous, or to interfere with, the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development.
- 14.7 Work considered hazardous for children is work that, by its nature or the circumstances in which it is carried out, is likely to jeopardize the health, safety, or morals of children. Such work activities prohibited for children include work:
- (a) with exposure to physical, psychological or sexual abuse;
 - (b) underground, underwater, working at heights or in confined spaces;
 - (c) with dangerous machinery, equipment or tools, or involving handling or transport of heavy loads;
 - (d) in unhealthy environments exposing children to hazardous substances, agents, or processes, or to temperatures, noise or vibration damaging to health; or

- (e) under difficult conditions such as work for long hours, during the night or in confinement on the premises of the employer.

14.8 The Supplier shall comply, and shall require its Subcontractors if any to comply, with all applicable health and safety regulations, laws, guidelines, and any other requirement stated in the Technical Specifications.

14.9 Pursuant to the **SCC**, the Supplier, including its Subcontractors/ suppliers/ manufacturers shall take all technical and organizational measures necessary to protect the information technology systems and data used in connection with the Contract. Without limiting the foregoing, the Supplier, including its Subcontractors/ suppliers/ manufacturers, shall use all reasonable efforts to establish, maintain, implement and comply with, reasonable information technology, information security, cyber security and data protection controls, policies and procedures, including oversight, access controls, encryption, technological and physical safeguards and business continuity/disaster recovery and security plans that are designed to protect against and prevent breach, destruction, loss, unauthorized distribution, use, access, disablement, misappropriation or modification, or other compromise or misuse of or relating to any information technology system or data used in connection with the Contract.

14.10 The Supplier shall comply with additional obligations as specified in the **SCC**.

**15. Contract
Price**

15.1 The Contract Price for the Goods and Related Services shall be as provided in the **SCC**. Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its Bid, with the exception of any price adjustments authorized in the **SCC**.

**16. Terms of
Payment**

16.1 The Contract Price, including any Advance Payments, if applicable, shall be paid as specified in the **SCC**.

16.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 13 and upon fulfillment of all other obligations stipulated in the Contract.

16.3 Payments shall be made promptly by the Purchaser, but in no case later than **thirty (30) days** after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it.

16.4 The currencies in which payments shall be made to the Supplier under this Contract shall be those in which the Bid price is expressed.

16.5 In the event that the Purchaser fails to pay the Supplier any payment by its due date or within the period set forth in the **SCC**, the Purchaser shall pay

to the Supplier interest on the amount of such delayed payment at the rate shown in the **SCC**, for the period of delay until payment has been made in full, whether before or after judgment or arbitration award.

17. Taxes and Duties

- 17.1 For goods manufactured outside the Purchaser's Country, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside and inside the Purchaser's Country.
- 17.2 For goods Manufactured within the Purchaser's Country, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.
- 17.3 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in the Purchaser's Country, the Purchaser shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.

18. Performance Security

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

19. Copyright

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

**20. Confidentiality
or
Information**

- 20.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 20.
- 20.2 The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the performance of the Contract.
- 20.3 The obligation of a party under GCC Sub-Clauses 20.1 and 20.2 above, however, shall not apply to information that:
- (a) the Purchaser or Supplier need to share with the TMA or other institutions participating in the financing of the Contract;
 - (b) now or hereafter enters the public domain through no fault of that party;
 - (c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
 - (d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.
- 20.4 The above provisions of GCC Clause 20 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.
- 20.5 The provisions of GCC Clause 20 shall survive completion or termination, for whatever reason, of the Contract.

- 21. Subcontracting**
- 21.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the Bid. Notification by the Supplier, for addition of any Subcontractor not named in the Contract, shall also include the Subcontractor's declaration in accordance with Sexual exploitation, Abuse and Harassment (SEAH) Performance Declaration. Such notification, in the original Bid or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.
- 21.2 Subcontracts shall comply with the provisions of GCC Clauses 3 and 7.
- 22. Specifications and Standards**
- 22.1 Technical Specifications and Drawings
- (a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section V, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin.
 - (b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.
 - (c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause 33.
- 23. Packing and Documents**
- 23.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 23.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly

provided for in the Contract, including additional requirements, if any, specified in the **SCC**, and in any other instructions ordered by the Purchaser.

- | | |
|---|---|
| 24. Insurance | 24.1 Unless otherwise specified in the SCC , the Goods supplied under the Contract shall be fully insured, in a freely convertible currency from an eligible country, against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or in the manner specified in the SCC . |
| 25. Transportation and Incidental Services | <p>25.1 Unless otherwise specified in the SCC, responsibility for arranging transportation of the Goods shall be in accordance with the specified Incoterms.</p> <p>25.2 The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:</p> <ul style="list-style-type: none"> (a) performance or supervision of on-site assembly and/or start-up of the supplied Goods; (b) furnishing of tools required for assembly and/or maintenance of the supplied Goods; (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; (d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and (e) training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods. <p>25.3 Prices charged by the Supplier for incidental services shall be included in the Price of Related Services and Completion Schedule. If not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services</p> |
| 26. Inspections and Tests | <p>26.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in the SCC.</p> <p>26.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place in the Purchaser's Country as specified in</p> |

the **SCC**. Subject to GCC Sub-Clause 26.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.

- 26.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 26.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.
- 26.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.
- 26.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.
- 26.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.
- 26.7 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC Sub-Clause 26.4.
- 26.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to GCC Sub-Clause 26.6, shall release the Supplier from any warranties or other obligations under the Contract.

**27. Liquidated
Damages**

- 27.1 Except as provided under GCC Clause 32, if the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery or perform the Related Services

within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the **SCC** of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in those **SCC**. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 35.

28. Warranty

- 28.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.
- 28.2 Subject to GCC Sub-Clause 22.1(b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.
- 28.3 Unless otherwise specified in the **SCC**, the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the **SCC**, or for eighteen (18) months after the date of shipment from the port or place of loading in the country of origin, whichever period concludes earlier.
- 28.4 The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.
- 28.5 Upon receipt of such notice, the Supplier shall, within the period specified in the **SCC**, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.
- 28.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the **SCC**, the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

**29. Patent
Indemnity**

- 29.1 The Supplier shall, subject to the Purchaser's compliance with GCC Sub-Clause 29.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent,

utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:

- (a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and
- (b) the sale in any country of the products produced by the Goods.

Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.

29.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Sub-Clause 29.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

29.3 If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.

29.4 The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.

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

30. Limitation of Liability

30.1 Except in cases of criminal negligence or willful misconduct,

- (a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage,

loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser and

- (b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the Purchaser with respect to patent infringement

**31. Change in
Laws and
Regulations**

- 31.1 Unless otherwise specified in the Contract, if after the date of 28 days prior to date of Bid submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in the place of the Purchaser's Country where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 15.

**32. Force
Majeure**

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

33. Change Orders and Contract Amendments

33.1 The Purchaser may at any time order the Supplier through notice in accordance GCC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:

- (a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
- (b) the method of shipment or packing;
- (c) the place of delivery; and
- (d) the Related Services to be provided by the Supplier.

33.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier's receipt of the Purchaser's change order.

33.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

34. Extensions of Time

34.1 If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 13, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

34.2 Except in case of Force Majeure, as provided under GCC Clause 32, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 26, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 34.1.

35. Termination

35.1 Termination for Default

- (a) The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:

- (i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 34;
 - (ii) if the Supplier fails to perform any other obligation under the Contract; or
 - (iii) if the Supplier, in the judgment of the Purchaser has engaged in Fraud and Corruption, as defined in the TMA Supplier Code of Conduct in competing for or in executing the Contract.
- (b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 35.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

35.2 Termination for Insolvency.

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

35.3 Termination for Convenience.

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

36. Assignment

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

**37. Export
Restriction**

37.1 Notwithstanding any obligation under the Contract to complete all export formalities, any export restrictions attributable to the Purchaser, to the country of the Purchaser, or to the use of the products/goods, systems or services to be supplied, which arise from trade regulations from a country supplying those goods, systems or services, and which substantially impede the Supplier from meeting its obligations under the Contract, shall release the Supplier from the obligation to provide deliveries or services, always provided, however, that the Supplier can demonstrate to the satisfaction of the Purchaser and of the TMA that it has completed all formalities in a timely manner, including applying for permits, authorizations and licenses necessary for the export of the products/goods, systems or services under the terms of the Contract. Termination of the Contract on this basis shall be for the Purchaser's convenience pursuant to Sub-Clause 35.3.

Section VII - Special Conditions of Contract

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

GCC 1.1(i)	The Purchaser's Country is: Rwanda
GCC 1.1(j)	The Purchaser is TradeMark Africa (TMA). The Project Beneficiary and end user is the National Agriculture Export Development Board (NAEB), Rwanda.
GCC 1.1 (o)	The Project Site and final destination is the existing NAEB Export Packhouse, Gikondo, Kigali, Rwanda.
GCC 4.2 (a)	The applicable trade term is DDP to the Project Site, as defined by Incoterms 2020. The Supplier shall include all transport, clearance, import duties, applicable taxes, delivery, offloading and related costs in the Contract Price.
GCC 4.2 (b)	The version edition of Incoterms shall be <i>Incoterms 2020</i>
GCC 5.1	The language shall be: <i>English</i>
GCC 8.1	For <u>notices</u> , the Purchaser's address shall be: Attention: <i>Joe Namwaya</i> Street Address: <i>M&M Plaza 7th Floor,</i> Floor and Room number: <i>KG8 AV, 6 Gishushu,</i> City: <i>Gasabo District</i> Country: <i>P O Box 523 Kigali, Rwanda</i> Telephone: <i>+254 731 884 428</i> Electronic mail address: <u>procurement@trademarkafrica.com</u>
GCC 9.1	The governing law shall be the law of: <i>Rwanda</i>
GCC 10.2	The rules of procedure for arbitration proceedings pursuant to GCC Clause 10.2 shall be as follows: <i>"Clause 10.2 (a) shall be retained in the case of a Contract with a foreign Supplier and clause 10.2 (b) shall be retained in the case of a Contract with a national of the Purchaser's Country."</i> <i>(a) Contract with foreign Supplier:</i> GCC 10.2 (a)—Any dispute arising out of or in connection with this Contract, including any question regarding its existence, validity or termination shall be referred to and finally resolved by arbitration under the Rules of the London Court

	of International Arbitration, which rules are deemed to be incorporated by reference to this clause. (b) Contracts with Supplier national of the Purchaser's Country: In the case of a dispute between the Purchaser and a Supplier who is a national of the Purchaser's Country, the dispute shall be referred to adjudication or arbitration in accordance with the laws of the Purchaser's Country.
GCC 13.1	Before arrival, provide the commercial invoice, packing list, applicable transport document (bill of lading, airway bill or road consignment note), certificate of origin, insurance evidence, manufacturer's warranty, FAT/inspection report where applicable and shipping details. Provide calibration certificates, installation and SAT reports, training records, manuals, as-installed drawings, configuration records and the spare parts inventory before acceptance. The Supplier bears expenses caused by missing or late required shipping documents.
GCC 14.9	Cybersecurity applies to all supplied ICT, software, networked security systems and connected equipment controls. Requirements in Section V apply, including role-based access, encrypted communications, secure configuration, backup and recovery, and correction of vulnerabilities during warranty.
GCC 14.10.1	The Supplier shall have a code of conduct and sensitise all personnel carrying out delivery, installation, commissioning, training and maintenance. It shall require a safe working environment and prohibit sexual harassment, sexual exploitation, sexual abuse and sexual activity with persons under 18, except as expressly provided in the GCC. The TMA Supplier Code of Conduct applies.
GCC 14.10.2	The Purchaser may require removal of personnel whose behaviour is inconsistent with the code of conduct under GCC 14.10.1. The Supplier shall immediately remove such personnel and promptly appoint a suitable replacement with equivalent skills and experience.
GCC 15.1	The Contract Price shall be the accepted lot price or aggregate accepted lot prices in USD, recorded in the executed Contract Agreement, with goods, related services and applicable taxes separately identified. Statutory withholding deductions shall be made from payments as applicable and shall not be added twice to the Contract Price.
GCC 15.1	Prices for Goods and Related Services shall be fixed and shall not be adjustable during performance, except for changes expressly authorised under the Contract.
GCC 16.1	Payments shall be in USD. For imported Goods: 10% advance within 30 days of signing, against a claim and an equivalent advance payment bank guarantee valid until the Goods are delivered; 80% of the price of Goods shipped through an irrevocable confirmed letter of credit against the documents specified under GCC 13.1; and 10% within 30 days of the Purchaser's written acceptance certificate. For Goods supplied within Rwanda: 10% advance against an equivalent bank guarantee; 80% on delivery against the specified

	documents; and 10% within 30 days of written acceptance. Separately priced Related Services shall be paid within 30 days of certification of satisfactory completion. The payment breakdown shall identify Goods and Related Services and shall not duplicate any amount already included in the Goods price.
GCC 16.5	Payment is due within 30 days of receipt of a compliant invoice and the required certificate or documents. Any interest on overdue payments under GCC 16.5 shall be determined in accordance with the applicable governing law; no additional contractual interest rate is specified.
GCC 18.1	A Performance Security shall be required for each awarded contract in an amount equal to 10% of the Contract Price. It shall be furnished within 15 Business Days of receipt of the Letter of Acceptance. In addition, the separate Environmental and Social Performance Security specified in the original preliminary requirements shall be 1% of the Contract Price, valid throughout delivery, installation and commissioning. These securities shall be in favour of TradeMark Africa (TMA).
GCC 18.3	The Performance Security shall be an unconditional bank demand guarantee in USD, using the form in Section VIII or an equivalent form acceptable to the Purchaser. The Environmental and Social Performance Security shall also be a bank demand guarantee from a reputable commercial bank acceptable to the Purchaser.
GCC 18.4	The Performance Security shall be discharged no later than 28 days following completion of all Supplier performance obligations, including the 24-month warranty obligations, in accordance with GCC 18.4. The Environmental and Social Performance Security shall be discharged after satisfactory completion of delivery, installation and commissioning and correction of outstanding environmental and social obligations.
GCC 23.2	Provide export-quality packing suitable for the transport route, repeated handling, moisture and storage conditions, protecting equipment and food-contact surfaces. Mark packages with PRQ20260122, the Purchaser, NAEB Project Site, lot and item references, package number, gross/net weight, lifting points, orientation and handling/storage instructions. Include a packing list and preserve component identification for installation and spare parts use.
GCC 24.1	The Supplier shall insure the Goods during manufacture where relevant, transportation, storage, delivery, offloading and installation until written acceptance, including loss or damage and liabilities for injury to persons or damage to property arising from its activities. Insurance costs shall be included in the Contract Price. DDP risk allocation applies to delivery; the installation and commissioning obligations remain with the Supplier until acceptance.
GCC 25.1	The Supplier shall arrange and pay for transportation, insurance, customs clearance, storage, delivery and offloading at the final Project Site under DDP Incoterms 2020. All related costs shall be included in the Contract Price.

GCC 25.2	Incidental services include site coordination, positioning, assembly, installation, final utility connections from the designated connection points, calibration, integration, FAT where applicable, SAT, commissioning, operator/maintenance/system administrator training, documentation, spare parts and 24-month warranty support as specified in Section V. Include specialised practical and theoretical training for at least six technical staff across the awarded equipment and systems, coordinated with NAEB.
GCC 26.1	Inspection and testing shall follow Section V 5.5: approved design and interface review, factory inspection/FAT where applicable, delivery inspection, installation checks, calibration, safety and performance tests, end-to-end integration tests, SAT, training verification and documentary handover. Acceptance requires demonstrated compliance and correction of defects.
GCC 26.2	Factory inspections and FAT shall be at the manufacturer's or system integrator's premises as applicable. Delivery inspections, calibration, installation tests, SAT and commissioning shall be at the NAEB Export Packhouse, Gikondo, Kigali, Rwanda.
GCC 27.1	Liquidated damages shall be 0.35% of the Contract Price per week or part thereof of delay, subject to the maximum below.
GCC 27.1	The maximum liquidated damages shall be 10% of the Contract Price.
GCC 28.3	The warranty period shall be 24 months from successful commissioning and written acceptance by the Purchaser. The final destination is the NAEB Export Packhouse, Gikondo, Kigali, Rwanda. The warranty includes all supplied equipment, software, configuration, interfaces and related installation work under the awarded contract.
GCC 28.5 & 28.6	The Supplier shall acknowledge a defect notification promptly and submit a remedy plan within seven days. Repair or replacement shall be completed within 28 days of notification, unless a shorter period is necessary to restore safety or agreed with the Purchaser for operational continuity. The Supplier shall provide technical response times and escalation contacts in its Bid and warranty documentation.

Section VIII - Contract Forms**Table of Forms**

8.1. Notification of Intention to Award	131
8.2. Letter of Acceptance	133
8.3. Contract Agreement	134
8.4. Performance Security.....	136
8.5. Advance Payment Security.....	138
8.6. SEA and/or SH Performance Declaration for Subcontractors	140
8.7. TMA Supplier Code of Conduct.....	141

8.1. Notification of Intention to Award

[This Notification of Intention to Award shall be sent to each Bidder that submitted a Bid, unless the Bidder has previously received notice of exclusion from the process at an interim stage of the procurement process. Send this Notification to the Bidder's Authorized Representative named in the Bidder Information Form. The Notification must be sent to all Bidders simultaneously. This means on the same date and as close to the same time as possible.]

Date: *[Insert the date that this Notification is transmitted to Bidders]*

Name of Bidder's Authorized Representative: *[insert Authorized Representative's name]*

Address: *[insert Authorized Representative's Address]*

Telephone number: *[insert Authorized Representative's telephone number]*

Email Address: *[insert Authorized Representative's email address]*

Notification of Intention to Award

This Notification is sent by *[email]* on *[date]* (local time)

Purchaser: *[insert the name of the Purchaser]*

Project: *[insert name of project]*

Country: *[insert country where tender is issued]*

Tender No: *[insert tender reference number]*

Contract Title: *[insert the name of the contract]*

This Notification of Intention to Award (Notification) notifies you of our decision to award the above contract. The transmission of this Notification begins the Standstill Period of three (3) days. During the Standstill Period you may (a) request a debriefing in relation to the evaluation of your Bid, and/or (b) submit a complaint in relation to the decision to award the contract.

1. The successful Bidder is:

Name:	<i>[insert name of successful Bidder]</i>
Address:	<i>[insert address of the successful Bidder]</i>
Contract Price:	<i>[insert contract price of the successful Bid]</i>

2. Other Bidders

The names of all Bidders, Bid prices as read out and evaluated were as follows:

Name of Bidder	Bid Price	Evaluated Price
----------------	-----------	-----------------

3. Reason/s why your Bid was unsuccessful

State the reason/s why this Bidder's Bid was unsuccessful.

4. Standstill Period

The Standstill Period lasts three (3) Business Days after the date of transmission of this Notification of Intention to Award. If you have any questions regarding this Notification, please do not hesitate to contact us.

On behalf of the Purchaser:

Signature: _____

Name: _____

Position: _____

Telephone: _____

Email: _____

8.2. Letter of Acceptance

[letterhead paper of the Purchaser]

[date]

To: *[name and address of the Supplier]*

Subject: **Notification of contract award No.**

This is to notify you that your Bid dated *[insert date]* for execution of the *[insert name of the contract and identification number, as given in the SCC]* for the Accepted Contract Amount of *[insert amount in numbers and words and name of currency]*, as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by *[insert name of Purchaser]*

You are requested to furnish the Performance Security within 15 Business Days in accordance with ITB 48.1 and the Conditions of Contract, and sign, date and return the Contract Agreement within five days of its receipt in accordance with ITB 47.2.

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Agency: _____

Attachment: Contract Agreement

8.3. Contract Agreement

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

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

BETWEEN

- (1) *[insert complete name of Purchaser], a [insert description of type of legal entity, { insert name of Country of Purchaser }, and having its principal place of business at [insert address of Purchaser] (hereinafter called “the Purchaser”), of the one part, and*
- (2) *[insert name of Supplier], a corporation incorporated under the laws of [insert: country of Supplier] and having its principal place of business at [insert: address of Supplier] (hereinafter called “the Supplier”), of the other part:*

WHEREAS the Purchaser invited Bids for certain Goods and ancillary services, viz., *[insert brief description of Goods and Services]* and has accepted a Bid by the Supplier for the supply of those Goods and Services

The Purchaser and the Supplier agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other contract documents.
 - (a) the Letter of Acceptance
 - (b) Technical Letter of Bid
 - (c) Financial Letter of Bid
 - (d) Addenda Nos. *(insert numbers, if any)*
 - (e) Special Conditions of Contract
 - (f) General Conditions of Contract
 - (g) the Specification (including Schedule of Requirements and Technical Specifications)
 - (h) the completed Price and Delivery Schedule for Goods and Price and Completion Schedule for Related Services
 - (i) any other document listed in GCC as forming part of the Contract
3. In consideration of the payments to be made by the Purchaser to the Supplier as specified in this Agreement, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price of **[insert the amount and currency inclusive of taxes]** or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of *[insert the name of the Contract governing law country]* on the day, month and year indicated above.

For and on behalf of the Purchaser:

Signed: *[insert signature]*

in the capacity of *[insert designated title]*

in the presence of *[insert name, position and signature of official witness]*

For and on behalf of the Supplier:

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

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

in the presence of *[insert name, position and signature of official witness]*

8.4. Performance Security

[The bank, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated. All italicized text, including footnotes, is for use in preparing this form and shall be deleted from the final product.]

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: *[insert name and Address of Purchaser]*

Date: *[Insert date of issue]*

PERFORMANCE GUARANTEE No.: *[Insert guarantee reference number]*

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that *[insert name of Supplier, which in the case of a joint venture shall be the name of the joint venture]* (hereinafter called "the Applicant") has entered into Contract No. *[insert reference number of the contract]* dated *[insert date]* with the Purchaser, for the supply of *[insert name of contract and brief description of Goods and related Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]* *[insert amount in words]*,¹ such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the Day of, 2...², and any demand for payment under it must be received by us at this office indicated above on or before that date.

¹ The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Acceptance and denominated in United States Dollars.

² Insert the date twenty-eight days after the expected completion date as described in GC Clause 18.4. The Purchaser should note that in the event of an extension of this date for completion of the Contract, the Purchaser would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Purchaser might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months] [one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

_____ *[signature(s)]*

8.5. Advance Payment Security

[All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.]

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: *[Insert name and Address of Purchaser]*

Date: *[Insert date of issue]*

ADVANCE PAYMENT GUARANTEE No.: *[Insert guarantee reference number]*

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that *[insert name of Supplier, which in the case of a joint venture shall be the name of the joint venture]* (hereinafter called "the Applicant") has entered into Contract No. *[insert reference number of the contract]* dated *[insert date]* with the Beneficiary, for the execution of *[insert name of contract and brief description of Goods and related Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum *[insert amount in figures]* *[insert amount in words]* is to be made against an advance payment guarantee.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]* *[insert amount in words]*¹ upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating either that the Applicant:

- (a) has used the advance payment for purposes other than toward delivery of Goods; or
- (b) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Applicant has failed to repay.

A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the advance payment referred to above has been credited to the Applicant on its account number *[insert number]* at *[insert name and address of Applicant's bank]*.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Applicant as specified in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that ninety (90) percent of the Accepted Contract Amount, has been certified for payment,

¹ *The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Purchaser.*

or on the *[insert day]* day of *[insert month]*, 2 *[insert year]*, whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No.758, except that the supporting statement under Article 15(a) is hereby excluded.

[signature(s)]

8.6. SEAH Performance Declaration for Subcontractors

[The following table shall be filled in by each subcontractor proposed by the Supplier, that was not named in the Contract]

Date:	<i>[insert day, month, year]</i>
Name of Subcontractor	<i>[insert full name of Bidder]</i>
Tender Reference No.	<i>[insert tender reference number]</i>
Contract Title	<i>[insert contract title]</i>
SEAH Declaration	
We <i>[Bidder to select one of the following relevant declaration by ticking in the relevant box on the left]</i> :	
☐	(d) have not been subject to disqualification by the TMA or non-compliance with SEAH obligations
☐	(e) are subject to disqualification by the TMA for non-compliance with SEAH obligations.
☐	(f) had been subject to disqualification by the TMA or non-compliance with SEAH obligations and were removed from the disqualification list. An arbitral award on the disqualification case has been made in our favor.
<i>[If (c) above is applicable, the Bidder shall attach evidence of an arbitral award reversing the findings on the issues underlying the disqualification.]</i>	
Period of disqualification: From: _____ To: _____	

Name of the Subcontractor _____

Name of the person duly authorized to sign on behalf of the Subcontractor _____

Title of the person signing on behalf of the Subcontractor _____

Signature of the person named above _____

Date signed _____ day of _____, _____

Countersignature of authorized representative of the Supplier:

Signature: _____

Date signed _____ day of _____, _____

8.7. TMA Supplier Code of Conduct

Attached as a separate document to this tender.