Malawi Zambia Transfrontier Conservation Area Project

Invitation to tender
(tender number MAZA-TFCA/G005)

International Competitive Bidding (ICB)
Single Stage Procedure

Supplies:
Uniforms and Related Accessories for Law
Enforcement Officers in Nyika National
Park, and Vwaza Wildlife Reserve in
Malawi

Final version for publication
2nd May 2020

Supported through: KfW

(The Malawi Zambia Transfrontier Conservation Area – a development project of the Southern African Development Community (SADC), the Governments of Malawi and Zambia, and financed by the Federal Republic of Germany through KfW (grant numbers BMZ No.: 2012266535))
Invitation for Bids

Country: Malawi

Project Title: Malawi Zambia Transfrontier Conservation Area project

Date: 2nd May 2020

Procurement No.: MAZA-TFCA/G005

The Governments of Malawi and Zambia have received financing from KfW toward the cost of the Malawi Zambia Transfrontier Conservation Area project and intends to apply part of the proceeds toward payments under the contract for the supply of Uniforms and Related Accessories for Law Enforcement Officers in Nyika National Park, and Vwaza Marsh Wildlife Reserve in Malawi.

The Governments of Malawi and Zambia engaged Peace Parks Foundation (PPF) as the project Implementing Agency through a Transfrontier Management Unit (TMU)

The PPF through the TMU now invites sealed Bids from eligible Bidders for the supply of Uniforms and related accessories for Law Enforcement Officers in Nyika National Park, and Vwaza Wildlife Reserve.

Bidding will be conducted by means of the International Competitive Bidding procedure with post-qualification as specified in the KfW Procurement Guidelines for Procurement of Goods, Works and associated Services in Financial Cooperation with Partner Countries (“KfW Guidelines”, version: August 2016).

Interested eligible Bidders may obtain further information from Transfrontier Management Unit (TMU), Barnett Alfred Phiri, bphiri@peaceparks.org.

A complete set of bidding documents in print and electronic form is available to interested Bidders at the Transfrontier Management Unit (TMU), Mzuzu – Nkhabay Road, Opposite Mtwalo Flats, Plot No. Msongwe 352A, Zwangendawa Road, Mzuzu, Malawi (bphiri@peaceparks.org) or can be downloaded from www.peaceparks.org as an electronic file. The bidding documents received from the Purchaser are not transferable.

Bids must be delivered to the address indicated in the clause ITB 8.15 of the bidding document on or before 12:00 hours, 22nd June 2020. Late Bids will be rejected. Bids will be publicly opened in the presence of the bidders’ designated representatives.

All Bids must be accompanied by a Bid Security.
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<tbody>
<tr>
<td><strong>1. Country Name:</strong></td>
<td>Republic of Malawi</td>
</tr>
<tr>
<td><strong>2. Name of the tendering authority:</strong></td>
<td>Malawi Zambia TFCA Project TMU</td>
</tr>
<tr>
<td><strong>3. Name of the project:</strong></td>
<td>Malawi Zambia Transfrontier Conservation Area</td>
</tr>
<tr>
<td><strong>4. Project ID (Grant Number/BMZ No.)</strong></td>
<td>2012266535</td>
</tr>
<tr>
<td><strong>5. Financier</strong></td>
<td>KfW</td>
</tr>
<tr>
<td><strong>6. Short description of the supplies:</strong></td>
<td>Uniforms and Related Accessories for Law Enforcement Officers in Nyika National Park, and Vwaza Wildlife Reserve in Malawi.</td>
</tr>
<tr>
<td><strong>7. Tender Number</strong></td>
<td>MAZA-TFCA/G005</td>
</tr>
<tr>
<td><strong>8. Tender Type</strong></td>
<td>International Competitive Bidding, single stage procedure</td>
</tr>
<tr>
<td><strong>9. Tender Publication date</strong></td>
<td>2nd May, 2020</td>
</tr>
<tr>
<td><strong>10. Closing date &amp; time for submission:</strong></td>
<td>Documents must be slotted in the tender box at the TMU offices in Mzuzu, Malawi before 12.00 hours on Wednesday, 22nd June 2020. Bidders must also sign in the register when slotting the documents in the box. Late or incomplete submissions may be rejected. MAZA TFCA Project TMU reserves the right to accept or reject any offer</td>
</tr>
<tr>
<td><strong>11. Expected start date of contract</strong></td>
<td>July 2020</td>
</tr>
<tr>
<td><strong>12. Expected duration of contract:</strong></td>
<td>12 months and 51 Days (51 days for supply and 12 months warranty on supplies)</td>
</tr>
</tbody>
</table>
**CHECKLIST FOR TENDERERS:**

Please ensure you have included the following in your tender. **Failure to include everything may result in your tender being disqualified.**

1. Completed and duly signed *Tender Form* (see Annex B)

2. *Company profile* for the tenderer illustrating a record of experience in providing the supplies being tendered for

3. At least three written *client references* dated within the last five years

4. *Supporting documentation* to illustrate conformity with the Technical Specifications, such as brochures about the supplies

5. Completed *Technical Schedule* (see Annex C)

6. Completed and duly signed *Declaration of Undertaking* (see Annex D)

7. Bid Security (see Annex E)

8. Fully inclusive *financial offer*, with samples of the items, in Euros (EUR) and in the format provided in Annex G
1. **GENERAL BACKGROUND**

1.1 The German Government, through the Ministry of Economic Cooperation and Development has signed a Financial Agreement with the Governments of Malawi and Zambia for the provision of a grant of EUR 18 million to support the conservation and development of the Malawi Zambia Transfrontier Conservation Area (TFCA) comprising of two components: the North Luangwa – Nyika-Vwaza and Kasungu – Lukusu Components. The North Luangwa – Nyika-Vwaza Component covers a total of 24,896 km² split into 4,120 km² on the Malawian and 20,772 km² on the Zambian side and includes areas under differing conservation regimes. An additional EUR 5 million will be made available to Malawi to support the Nyika National Park and the Vwaza Marsh Wildlife Reserve.

1.2 The objective of the Project is to support the improvement of ecosystem connectivity, efficient and sustainable use and management of shared natural resource for biodiversity conservation and Socio-economic development in the Malawi – Zambia TFCA.

1.3 The Project outcome is protection of the Malawi-Zambia TFCA is improved significantly by fostering a supra-regional park management, by the creation of necessary infrastructure as well as active integration of the local population and the advancement of Public Private Partnership-approaches with and without Non-governmental Organization participation. The support would therefore be expected to not only support the conservation of natural resources but also mitigate poverty.

1.4 To implement the Project, the Governments of Malawi and Zambia have signed a Project Execution Agreement with Peace Parks Foundation as the project Implementing Agency through a Transfrontier Management Unit (TMU) for Nyika/Vwaza and Chama Blocks.

2. **SPECIFIC BACKGROUND**

2.1 The Malawi-Zambia Transfrontier Conservation Project (TFCA) intends to buy uniforms and related accessories for Law Enforcement operations for personnel based in Nyika National Park and Vwaza Wildlife Reserve in Malawi. Funding for the purchase and operations of the uniform and accessories is made available by the German Government through KfW.

2.2 The uniforms and accessories are required for both field and office use, and must meet high standards of durability and quality.

3. **THE SUPPLIES**

3.1. The objective of this assignment is to supply and deliver uniforms and related accessories to Nyika National Park and Vwaza Wildlife Reserve in Malawi. The list of uniform and accessories, together with specifications and quantities is provided in Annex A.

3.2. Given the need for high quality, durable uniforms and accessories, tenderers are required to submit physical samples of each item with their tender. These may be returned following the evaluation process, at the tenderer’s own cost and risk.

3.3. Tenderers for uniforms which is gazetted, must obtain sample from the Department of National Parks and Wildlife for Malawi.

3.4. The supplies shall have 12 months’ warranty, the bids with less warranty period shall be rejected.

4. **QUALIFICATIONS OF THE SUPPLIER**

4.1. A Bidder may be a firm that is a private entity or a combination of such entities in the form of a joint venture (“JV”) under an existing JV Agreement or with the intent to enter into such an agreement supported by a Letter of Intent to execute a JV Agreement.
4.2. In the case of a JV, all members shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms. The Bidder shall nominate an authorized representative who shall have the authority to conduct all business for and on behalf of the Bidder and any and all its members, if the Bidder is a JV, during bidding and contract execution (in the event the Bidder is awarded the Contract). There is no limit on the number of members in a JV.

4.3. Bidders must have at least 5-years experience in supplying high quality, durable uniforms and accessories to national parks, other law-enforcement agencies, or military within southern Africa.

4.4. Bidders must be tax compliant and in good standing with the revenue authorities.

4.5. Bidders must have a minimum annual turnover of Eur300,000.00 [Three hundred thousand Euros], for the last 3 years. In case of a JV, members shall jointly and severally meet this requirement and at a minimum a member must have annual turnover of Eur100,000 over the last 3 years.

4.6. Bidder must provide the following:
   4.6.1. Certificate of business registration
   4.6.2. Reference from 3 recent contracts for the supply of similar items within 5 years from the date of this invitation to tender publication
   4.6.3. JV agreement or a letter of intent to execute a JV
   4.6.4. A letter nominating an authorized representative of a JV

4.7. Bidders (including all members of a Joint Venture and proposed or engaged Subcontractors) shall be subject to Eligibility Criteria in KfW-Financed Procurement.

4.8. Bidders should be aware that any fraudulent or corrupt activities disqualify them immediately from participation in the tender process and will be subject to further investigation.

5. DELIVERY TIMETABLE & ESTIMATED COST

5.1. The uniforms and accessories are required within fifty one (51) days of order.

5.2. Uniforms and accessories must be delivered new, unused before.

5.3. The delivery address for the uniforms and accessories are:
   5.3.1. Lot 1: Delivered Duty Unpaid (DDU) Ex-Works at the Department of National Parks and Wildlife Offices, Opposite Mtwalo Flats, Plot No. Msongwe 352A, Zwangendawa Road, Mzuzu, Malawi

5.4. The Government of Malawi Department of National Parks and Wildlife will facilitate waiver of taxes by the Revenue Authorities.

6. SUPERVISION & ACCEPTANCE

6.1. The persons responsible for technical supervision and accepting the supplies are:
   6.1.1. Mr. Barnett Phiri, MAZA TFCA Finance Manager, for TMU (bphiri@peacepark.org)
   6.1.2. Mr. Peter Wadi, Division Manager for Department of National Parks and Wildlife responsible for Nyika/Vwaza Block, Malawi (peter.wadi@gmail.com)

6.2. The person responsible for payments and any matters related to the supplies order is
   6.2.1. Mr. Barnett Phiri, Finance Manager, Malawi Zambia TFCA Project Management Unit (TMU), Mzuzu, Malawi (bphiri@peaceparks.org)

7. GENERAL CONDITIONS OF TENDER

7.1. The Malawi Zambia TFCA Management Unit (TMU) shall manage the tender process and act as the contact point for tenderers. To ensure proper information flow between all parties involved, all correspondence must be channeled through the Finance Manager of the TMU at the address specified in paragraph 7.5 below.
7.2. The selection and contract award procedure is governed by the “Guidelines for the Procurement of Goods and Works under Financial Co-operation with Developing Countries” (version: August 2016), prepared by KfW and available on the following website: http://www.kfwentwicklungsbank.de/

7.3. This tender procedure is being conducted via international competitive bidding, in post-qualification procedure and is subject to the conditions specified in this invitation to tender document.

7.4. This tender procedure and supply contract shall be subject to the following bonds and guarantees, the details and conditions of which are described in section 9.6i and 12.2:
   - Bid Security;
   - Performance Security during the contract's execution stage;

7.5. Enquiries related to this tender, including the tender documentation, will only be permitted in writing up to two weeks (ten business days) before the closing date for submission of tenders. Answers to all questions will be sent in writing to all tenderers.

7.6. Enquiries must be submitted to the following address:

   Mr. Barnett Phiri  
   Finance Manager  
   Malawi Zambia TFCA Project Management Unit (TMU)  
   Mzuzu, Malawi.  
   Mobile: +265 999 511 790  
   Fax: N/A  
   Email: bphiri@peaceparks.org (copied to fmkanda@peaceparks.org)

7.7. At any time during this procedure the TMU may clarify or amend this document. Any clarification or amendments shall be sent in writing by email to all tenderers. Tenderers should therefore ensure their full contact details are given to the Finance Manager.

7.8. All information provided by tenderers, whether verbal or in writing, will be treated confidentially and used only for the purpose of this tender.

7.9. This invitation to tender and related correspondence and documents relating to this procedure will be in English language only.

7.10. The pages of this document are numbered consecutively. Should there be any pages missing or description ambiguous or discrepancies / errors found, tenderers are to inform the TMU (see paragraph 7.5 above) immediately to obtain corrections, as no claim arising out of failing to do so will be accepted.

7.11. This document is available free of charge in electronic form from the address outlined in paragraph 7.6 above.

7.12. Collection and / or delivery of all documentation and samples will be the responsibility of the tenderer and at the tenderer’s own cost and risk.

8. PREPARATION & SUBMISSION OF TENDERS

8.1. Tenderers shall bear all costs associated with the preparation and submission of their tenders. The TMU will not be held responsible or liable for any of these costs, regardless of the conduct or outcome of this tender procedure.

8.2. The preparation and submission of a tender is the full responsibility of the tenderer and no relief or consideration can be given for errors and omissions.

8.3. Tenders must be complete and include all the requested supplies in a Lot. Tenders must provide samples for the requested supplies. Tenders that provide only part of the requested supplies may be rejected.
8.4. This is a one-envelope tender procedure. All the requested information is to be placed in a single properly sealed and labelled envelope. Samples should be in a clearly marked, sealed cartoon or bag.

8.5. One original tender and one electronic copy must be provided. The electronic copy must be in read-only PDF format in a USB memory stick. In addition, the **Financial Offer (Priced Schedule of supplies)** shall also be supplied in **Microsoft Office Excel** format in flash drive, apart from the PDF version. In case of any differences between original and electronic copy, the original shall prevail.

8.6. In the documents submitted, all entries must be in the same handwriting, if not electronically printed.

8.7. As a minimum, every page of the tender document must be initialised by a duly authorised representative of the Tenderer.

8.8. Any corrections to entries are to be made by drawing a single line with non-erasable pen through the entry to be corrected and are to be initialled in the margin next to the correction.

8.9. Any corrections must be initialled by the same person who signs the tender.

8.10. No tender will be considered where alterations have been made to the Tender Form.

8.11. Tenders should be submitted on official forms, properly typed or completed in ink and signed, and may not be qualified by the tenderer’s own conditions of tender or contract. Failure to comply with these requirements or if the tenderer proposes their own conditions of tender, will disqualify the tender.

8.12. Any tender that is not accompanied by all the requested information may be disqualified.

8.13. Alternative bids are not allowed.

8.14. The tender envelope must have clearly written on it the following information:
   a) the submission address (see paragraph 8.15 below);
   b) the name and address of the tenderer;
   c) the tender title and number; and
   d) the closing date and time of this tender.

8.15. The closing date and time for submission of tenders is specified below:
   **12:00hrs on Monday, 22nd June 2020, CAT.**

8.16. The place where tenders must be submitted and slotted in a tender box is specified below,

   “Supply and Delivery of Uniforms”
   
   Attention: Mr. Barnett Phiri
   The Chairperson, Internal Procurement Committee
   Malawi Zambia TFCA Project Management Unit (TMU)
   Opposite Mtwalo Flats, Plot No. Msongwe 352A, Zwangendawa Road
   P O Box 498
   Mzuzu
   MALAWI

   Cartoons / bags containing samples must be lodged with the Finance Manager, Barnett Phiri.

8.17. Tenders will be opened in public as follows:

   Time and date of tender opening:
   **13h30 on Monday, 22nd June 2020, CAT.**

   At the following address: As specified in 8.8
8.18. Facsimile or emailed tenders will not be accepted.
8.19. Couriered tenders arriving at the submission address after the closing date and time will not be accepted.
8.20. Tenders shall remain valid for six (6) months after the closing date for submission of tenders.

9. **SCOPE & CONTENT OF TENDERS**

9.1. Tenders must be clearly written or typed.
9.2. Tenders must not be qualified by the tenderer’s own conditions of tender.
9.3. Tenders not accompanied by all the requested information may be disqualified.
9.4. Any corrections to entries must be made by drawing a single line with non-erasable pen and must be initialed in the margin next to the correction by the same person who signs the tender.
9.5. Tenders must be clear and concise, prepared in English language, and must have the structure, content and sequence as shown below in paragraph 9.6.
9.6. Tenders must consist of the following:

a) A completed and duly signed Tender Form (see Annex B).

b) Company profile of the tenderer clearly illustrating its experience and track record in providing the supplies being tendered for. Tenderers must provide documentary evidence that they have at least 5-years experience in supplying high quality, durable uniform and accessories to national parks, other law-enforcement agencies, or military within southern Africa.

c) All the qualification requirements in section 4.

d) At least three written client references dated within the last five years, from clients that the tenderer has supplied with similar items as specified herein.

e) Valid Proof of tax compliance from the Malawi Revenue Authority. All non-Malawi companies must provide their national equivalents of the above.

f) A completed Technical Schedule (see Annex C).

g) Supporting documentation to illustrate conformity with the Technical Specifications, such as brochures about the supplies.

h) Physical samples of each item. After the tender evaluation is concluded, unsuccessful tenderers may arrange for their samples to be returned, at their own cost and risk. Successful tenderers for uniforms which is gazetted, will have to obtain sample and permission to supply from the Department of National Parks and Wildlife for Malawi within 14 days after notification of award.

i) A completed and duly signed Declaration of Undertaking (see Annex D). This is a declaration to observe the highest standard of ethics during the tender procedure and supplies period. Tenderers should be aware that any fraudulent or corrupt activities disqualify them immediately from participation in the tender process and will be subject to further investigation.

j) A bid security of 1% of the bid price, in the currency of the bid and in the form of unconditional bank guarantee in the original format as provided in Annex E or in another substantially similar format approved by the Purchaser prior to bid submission. The Bid Security shall be valid for forty-two (42) days beyond the original validity period of the Bid, or beyond any period of extension if requested. Any Bid not accompanied by a substantially responsive Bid Security shall be rejected by the Employer as non-responsive. The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder’s signing the Contract and
furnishing the Performance Security pursuant. The Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required Performance Security. The Bid Security may be forfeited:

a) If a Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the Letter of Bid, or any extension thereto provided by the Bidder; or

b) If the successful Bidder fails to:
   i) Sign the Contract in accordance with tender; or
   ii) Furnish a Performance Security in accordance with tender.

k) A fully inclusive financial offer, with samples of the items, in Euros (EUR) for foreign bidders and in the format provided in Annex G.

10. PAYMENT CONDITIONS

10.1. Currency of payment will be in Euros (EUR) for foreign suppliers.
10.2. All tendered prices shall remain fixed as per the tenderer’s financial offer for a minimum of ninety (90) business days.
10.3. Payment will be made in full upon delivery and acceptance of the supplies. Any deviation from this must be described in full and justified by the tenderer within their bid.
10.4. Invoices with bank details for telegraphic transfer, must be made out to:

Malawi Zambia TFCA Project
P O Box 498
Mzuzu
Malawi

Clearly indicating: Supply of uniform and accessories to:

Malawi Zambia TFCA Project Management Unit (TMU), P O Box 498
Mzuzu
Malawi

10.5. Payments will be made by TMU within 60 days from receipt of a correctly made out invoice.

11. ASSESSMENT OF PROPOSALS

11.1. The TMU and the Government of Malawi shall not be bound to accept the lowest or any tender received.
11.2. Margin of preference shall not apply.
11.3. Tenders deemed not to meet the conditions specified within this document may be rejected.
11.4. Tenders will be assessed by an evaluation panel comprising people with relevant expertise and representing the main role players. Recommendations from the evaluation process will be presented to the TMU, Peace Parks Foundation, and KfW for their non-objection.
11.5. Tenders will first be assessed for their administrative compliance with the terms and conditions specified in this document. This assessment will be performed using the form in Annex H. Tenders deemed not to be administratively compliant will be rejected.
11.6. Tenders will then be assessed for their technical compliance with the Technical Specifications, and other terms and conditions specified in this document. This assessment will be performed using the form in Annex I. Bids are considered materially responsive if at least the specifications for 14 out of the 17 items are fully matched, and will have their samples checked/ matched to the specifications provided by the tenderer.
11.7. Bidder shall note that specifications, standards for workmanship, material and equipment, and open or hidden references to brand names or catalogue numbers, designated by the Purchaser
in the Specifications, are intended to be descriptive only and not restrictive. The bidder may substitute other specifications, authoritative standards, brand names and/or catalogue numbers in its Bid, provided that it demonstrates to the Purchaser’s satisfaction that the substitutions are equivalent or superior to those designated in the Specifications.

11.8. All Goods offered by Bidders and supplied by the successful Bidders must be new and unused, be of the most recent or current models, and must incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.

11.9. Financial offers will then be checked by the evaluation panel for compliance, items not permitted, omissions and arithmetic errors. This assessment will be performed using the form in Annex J. In the event of arithmetic errors the tender amount shall stay fixed and rates will be adjusted within the original tender amount after the consent and appointment of the successful tenderer.

12. **AWARD OF CONTRACT**

12.1. The TMU will conclude a contract with the successful tenderer in the form of a supplies purchase order (see Annex K). The terms and conditions of this tender document, as well as the successful tenderer’s response to it, shall form an integral part of the supplies purchase order.

12.2. **Performance Security:** A 10% of contract price performance security in the currency of the contract and in the original format included in Annex F. Bidders are free to use any reputable bank acceptable to the Purchaser for the purpose of issuing the required performance security, subject to all conditions of the tender are being met without exception the issuing bank shall have a correspondent bank in the Purchaser’s country.

12.2.1. 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 next lowest evaluated Bidder, whose bid is qualified, pursuant to ITB 27, and substantially responsive.

12.2.2. 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. This shall also be the validity of the Performance Security.

12.3. Once the contract is awarded to the bidder, subcontracting shall not be allowed.

12.4. After conclusion of the supplies purchase order the TMU will notify all tenderers of the awarding decision. At the written request of the tenderers, the TMU may inform them about the main weaknesses of their tenders. No details on the awarding decision will be disclosed. There shall be no right of appeal for the tenderers beyond the rights provided for in the laws of Malawi and Zambia respectively.
## ANNEX A: TECHNICAL SPECIFICATIONS

**LOT1: MALAWI-ZAMBIA TFCA PROJECT – UNIFORM AND ACCESSORIES SPECIFICATIONS - MALAWI**

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<tr>
<th>NO</th>
<th>ITEM</th>
<th>SPECIFICATION</th>
<th>QUANTITY</th>
<th>SIZES</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Shirt</td>
<td><strong>Type of shirt:</strong> Long sleeve&lt;br&gt;<strong>Pertain:</strong> Leopard camouflage&lt;br&gt;<strong>Design type:</strong> Tuckable&lt;br&gt;<strong>Colour:</strong> Dry Season Camo on pre-dyed Beige ground&lt;br&gt;<strong>Cloth type:</strong> 50% nylon and 50% cotton&lt;br&gt;<strong>Lining:</strong> Double Elbow lining&lt;br&gt;<strong>Pockets:</strong> Double breast pockets 2 Shoulder buckles</td>
<td>314</td>
<td>Small: 10&lt;br&gt;Medium: 190&lt;br&gt;Large: 88&lt;br&gt;X large: 22&lt;br&gt;XX large: 4</td>
</tr>
<tr>
<td>2.</td>
<td>Trousers</td>
<td><strong>Colour:</strong> Dry Season Camo on pre-dyed Beige ground&lt;br&gt;<strong>Pertain:</strong> Leopard camouflage&lt;br&gt;<strong>Cloth type:</strong> 50% nylon, 50% cotton&lt;br&gt;<strong>Pocket:</strong> 2 back pockets, 2 front pockets 2 knee pockets&lt;br&gt;<strong>Lining:</strong> Double knee lining&lt;br&gt;Waist buckles to hold military belt</td>
<td>314</td>
<td>Small: 10&lt;br&gt;Medium: 190&lt;br&gt;Large: 88&lt;br&gt;X large: 22&lt;br&gt;XX large: 4</td>
</tr>
<tr>
<td>3.</td>
<td>Head dress (Caps)</td>
<td><strong>Pertain:</strong> Leopard camouflage&lt;br&gt;<strong>Colour:</strong> Dry Season Camo on pre-dyed Beige ground camouflage</td>
<td>157</td>
<td>Small: 5&lt;br&gt;Medium: 96&lt;br&gt;Large: 43&lt;br&gt;X large: 13</td>
</tr>
<tr>
<td></td>
<td>Barrett</td>
<td><strong>Colour:</strong> Olive Green</td>
<td>157</td>
<td>Small: 5&lt;br&gt;Medium: 96&lt;br&gt;Large: 43&lt;br&gt;X large: 13</td>
</tr>
<tr>
<td>4.</td>
<td>T-shirts (Vwaza)</td>
<td><strong>Round neck</strong>&lt;br&gt;<strong>Short sleeve</strong></td>
<td>61</td>
<td>Medium: 42&lt;br&gt;Large: 10</td>
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<tr>
<td></td>
<td>Single colour (olive green)</td>
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<tr>
<td>T-shirts (Nyika)</td>
<td>Polo neck</td>
<td>X large: 7</td>
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<td></td>
</tr>
<tr>
<td></td>
<td>Long sleeve</td>
<td>XX large: 2</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Colour (olive Green)</td>
<td>Large: 34</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>X large: 4</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>Military boot socks</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Colour: Olive green</td>
<td>Medium: 58</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Material type: 90% cotton, 8 % polyester, 2 % elastic</td>
<td>Large: 34</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>X large: 4</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>Military boots</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Ankle high military boots;</td>
<td>Medium: 314</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Material; Upper material genuine leather</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Out sole; PU material</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Colour: Black</td>
<td>Size: # Pairs</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Characteristics; waterproof</td>
<td>Medium: 314</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>Field Jackets (Nyika)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Winter jackets</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Design: leopard</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Colour: Dry Season Camo on pre-dyed Beige ground Camouflage,</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Inner lining with wool.</td>
<td>Small: 5</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Medium: 95</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Large: 44</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>X large: 13</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td>Military raincoat</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Pertain: Leopard Camouflage</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Colours: Dry Season Camo on pre-dyed Beige ground</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Type: Hooded waterproof</td>
<td>Small: 5</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Medium: 95</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Large: 44</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>X large: 13</td>
<td></td>
<td></td>
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<tr>
<td>9.</td>
<td>Military belts</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Type: Tactical belts,</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Colour: Olive green</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Material: Nylon</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10.</td>
<td>Military Woolen sweater jersey</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Colour: Olive Green</td>
<td>Small: 5</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Type: Round shaped neck</td>
<td>Medium: 95</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Elbow patch: Double liner</td>
<td>Large: 44</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Shoulders: Double lining</td>
<td>X large: 13</td>
<td></td>
<td></td>
</tr>
<tr>
<td>11.</td>
<td>Overall</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Pertain; Leopard camouflage</td>
<td>Small: 5</td>
<td></td>
<td></td>
</tr>
<tr>
<td>#</td>
<td>Item</td>
<td>Details</td>
<td>Sizes</td>
<td></td>
</tr>
<tr>
<td>----</td>
<td>-------------------------------------------</td>
<td>---------------------------------------------------------------------------------------------------</td>
<td>---------------</td>
<td></td>
</tr>
</tbody>
</table>
| 11 | Boiler suit                               | Colour: Dry Season Camo on pre-dyed Beige ground camouflage  
Design type: zip and buttons, double rear  
Pocket: Double breast pockets, pen holder on upper arm, elbow and knee patches and elastic waist | Medium: 95    |
|    |                                           |                                                                                                   | Large: 44     |
|    |                                           |                                                                                                   | X large: 13   |
| 12 | Military Backpacks                        | Sling tactical sling bags;  
Bag size: Big                                                                                     | 157           |
| 13 | Military water bottles                    | 2 litre green plastic bottle  
1 litre green plastic bottle                                                                 | 471, 314: 2ltrs  
157: 1 ltrs |
| 14 | Military water bottles porch              | Pertain: Leopard Camouflage  
Colours: Dry Season Camo on pre-dyed Beige ground  
2 litre plastic bottle porch with buckles  
1 litre plastic bottle porch with buckles | 471, 314      
157   |
| 15 | Handcuffs                                 | Double lock stainless steel,                                                                  | 314           |
| 16 | Head baton head cap                       | Woolen head sock,  
Colour Olive green                                                                                     | 314           |
| 17 | Tent                                      | Heavy duty zipper  
Water proof floor materials  
Double stitching  
Aluminum tent pole                                                                                   | 154           
One-man tent |

a) Specifications for services to be provided by the supplier:
   i. Warranty: To be specified by the supplier within the Technical Schedule – see Annex C
   ii. Packaging: All goods are to be packaged in durable boxes or crates ready for dispatch
   iii. Delivery time: Forty Five (45) days following issue of the purchase order
   iv. Delivery: as stated in 5.3
ANNEX B: TENDER FORM

I / We, the undersigned, hereby offer to provide everything which is necessary for the supply of:

……………………………………………………………………………………………………………………………………………………………

100 % in accordance with the Technical Specifications and Technical Schedule and this tender procedure, to the satisfaction of TMU and the Malawi government, for the sum of:

EUR..................................................................................................................

Amount in words:.................................................................................................................................

This figure is fully inclusive of all the amounts and requirements specified mentioned in these Instructions to Tenderers.

Full name of tendering entity:....................................................................................................................

Registered street address:........................................................................................................................

Postal address:..........................................................................................................................................

Tel No: ............................................................. Fax No:.............................................................................

Cell: .................................................. E-Mail:...............................................................

Names of person(s) responsible for the contract:......................................................................................

Performance Security: If our Bid is accepted, we commit to obtain a performance security in accordance with the Bidding Documents.

Warranties: The tenderer hereby warrants that it is duly organised with all requisite juristic power to carry out the obligations under this supply contract. Furthermore, the tenderer warrants that it has been duly authorised by all necessary legal and administrative action, is legally valid and binding upon itself and does not require approval in any form in order to give full effect thereto. The tenderer is not prevented or restrained legally, commercially or otherwise from entering into and undertaking the provisions of this supply contract, has fully familiarised itself with all aspects of the supply contract, and has all the knowledge, experience, ability (particularly financial ability) to carry out the supply contract.

Date: ................................................................................. Signature(s) of tenderer(s)::..............................

Witness

Full name:..........................................................

Signature:...........................................................

Date:..............................................

______________________________

1 To be written on Supplier’s letterhead
ANNEX C: TECHNICAL SCHEDULE

Tenderers are to complete the below schedule for the supply items specified. Please attach additional supporting information (such as brochures) to illustrate conformity of your supplies with the Technical Specifications (Annex A) and to support your product descriptions in the schedule below.

<table>
<thead>
<tr>
<th>No</th>
<th>Item</th>
<th>Manufacturer</th>
<th>Model</th>
<th>Tenderer’s product description</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td><strong>Lot 1: Malawi Zambia TFCA Project - Uniform and Accessories Specifications – Malawi</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Shirt</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Trousers</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Head dress (Caps)</td>
<td>Barrett</td>
<td></td>
<td></td>
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<tr>
<td>4</td>
<td>T-shirts (Vwaza)</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>T-shirts (Nyika)</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>5</td>
<td>Military boot socks</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>6</td>
<td>Military boots</td>
<td></td>
<td></td>
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<tr>
<td>7</td>
<td>Field Jackets (Nyika)</td>
<td></td>
<td></td>
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<tr>
<td>8</td>
<td>Military raincoat</td>
<td></td>
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<tr>
<td>9</td>
<td>Military belts</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Military Woolen sweater jersey</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Overall / boiler suit</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>Military Backpacks</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>13</td>
<td>Military water bottles</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>14</td>
<td>Military water bottles porch</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>Handcuffs</td>
<td></td>
<td></td>
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<td>---</td>
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<td></td>
</tr>
<tr>
<td>15</td>
<td>Head baton head cap</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>16</td>
<td>Tents</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>Description of the supplier’s warranty</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>Description of proposed transport / shipping method to final destination</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
ANNEX D: DECLARATION OF UNDERTAKING

We underscore the importance of a free, fair and competitive procurement process that precludes abusive practices. In this respect we have neither offered nor granted directly or indirectly any inadmissible advantages to any public servant or other person nor accepted such advantages in connection with our bid, nor will we offer or grant or accept any such incentives or conditions in the present procurement process or, in the event that we are awarded the contract, in the subsequent execution of the contract. We also declare that no conflict of interest exists in the meaning of the kind described in the pertinent Guidelines.

We also underscore the importance of adhering to environmental and social standards in the implementation of the project. We undertake to comply with applicable labour laws and the Core Labour Standards of the International Labour Organization (ILO) as well as national and applicable international standards of environmental protection and health and safety standards.

We will inform our staff about their respective obligations and about their obligation to fulfil this declaration of undertaking and to obey the laws of the country of Malawi.

We also declare that our company/all members of the consortium has/have not been included in the list of sanctions of the United Nations, nor of the EU, nor of the German Government, nor in any other list of sanctions and affirm that our company/all members of the consortium will immediately inform the client and KfW if this situation should occur at a later stage.

We acknowledge that, in the event that our company (or a member of the consortium) is added to a list of sanctions that is legally binding on the client and/or KfW, the client is entitled to exclude our company/the consortium from the procurement procedure and, if the contract is awarded to our company/the consortium, to terminate the contract immediately if the statements made in the Declaration of Undertaking were objectively false or the reason for exclusion occurs after the Declaration of Undertaking has been issued.

Signed at ........................................ this .............day of ........................................ 2020

Name of Company: .............................................................

Signature of duly authorised person: ........................................

1 To be on Supplier’s letterhead
2 See “Guidelines for the Assignment of Consultants in German Financial Cooperation” and “Guidelines for the Award of Contracts for Supplies and Works in German Financial Cooperation”.
ANNEX E: BID SECURITY¹

BID SECURITY

Beneficiary: Malawi Zambia Transfrontier Conservation Area Project, P O Box 498, Mzuzu

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 and address of the bidder, which in the case of a joint venture shall be the name and address of the joint venture] (hereinafter called “the Applicant”) has submitted or will submit to the Beneficiary its bid (hereinafter called “the Bid”) for the execution of [Insert project, object of the contract/brief description of the goods] under Invitation for Bids No. [Insert tender number] (“the IFB”).

Waiving all objections and defences, we, as Guarantor, hereby irrevocably and independently undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of [insert guarantee amount and currency in words and figures] upon receipt by us of the Beneficiary’s first 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 during the period of bid validity set forth in the Applicant’s Bid Submission Form (the Bid Validity Period”); or

(b) Having been notified of the acceptance of its Bid by the Beneficiary during the Bid Validity Period, (i) has failed to sign the contract agreement, or (ii) has failed to furnish the performance security, in accordance with the Instructions to Bidders (“ITB”) of the Beneficiary’s bidding document.

This guarantee shall expire not later than [Insert expiry date].

By this date we must have received any claims for payment by letter or encoded telecommunication.

It is understood that you will return this guarantee to us on expiry or after payment of the total amount to be claimed hereunder.

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

Place, date Guarantor’s authorized signature(s)

¹ From commercial bank, on a commercial bank’s letterhead
ANNEX F: PERFORMANCE SECURITY

PERFORMANCE SECURITY

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 and address of contractor, which in the case of a joint venture shall be the name and address of the joint venture] (hereinafter called “the Applicant”) has entered into Contract No. [Insert reference number of the contract] dated [Insert contract date] with the Beneficiary, for the execution of [Insert object of the contract and brief description of Goods] (hereinafter called “the Contract”). Furthermore we understand that, according to the conditions of the Contract, a performance guarantee is required for [Insert percentage in words and figures] of the contract price.

Waiving all objections and defences, we, as Guarantor, hereby irrevocably and independently undertake to pay the Beneficiary, any sum or sums not exceeding in total an amount of [Insert guarantee amount and currency in words and figures] upon receipt by us of the Beneficiary’s first demand, supported by the Beneficiary’s statement, whether in the demand itself or 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 the demand or the sum specified therein.

[For guarantees issued in foreign currency insert the following:

In the event of any claim under this guarantee, payment shall be effected to [Either insert the account on which payments are to be made with prior approval from KfW or, if no particular account is provided, insert instead:] KfW, Frankfurt am Main (BIC: KFWIDEFF, BLZ 500 204 00), account no. 38 000 000 00 (IBAN: DE53 5002 0400 3800 0000 00), for the account of Malawi Zambia TFCA Project

[For guarantees issued in local currency insert the following:

In the event of any claim under this guarantee, payment shall be effected to [Insert the account on which payments are to be made], for the account of [Insert name of the Purchaser and the Purchaser’s country].

This guarantee shall expire not later than [Insert expiry date].

By this date we must have received any claims for payment by letter or encoded telecommunication.

It is understood that you will return this guarantee to us on expiry or after payment of the total amount to be claimed hereunder.

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.

__________________________________________________________________________

Place, date Guarantor’s authorized signature(s)

__________________________________________________________________________

1 From commercial bank, on a commercial bank’s letterhead

2 This guarantee shall be issued in the contract currency only.

3 The guarantee shall be valid for at least 28 days from the date of contractual contract completion (including warranty obligations).
<table>
<thead>
<tr>
<th>Item</th>
<th>Quantity</th>
<th>Unit cost (Currency, excl. TAXES)</th>
<th>Total cost (Currency, excl. TAXES)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Shirt</td>
<td>314</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Trousers</td>
<td>314</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. Head dress(Caps)</td>
<td>157</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Barrett</td>
<td></td>
<td>157</td>
<td></td>
</tr>
<tr>
<td>4. T-shirts (Vwaza)</td>
<td>61</td>
<td></td>
<td></td>
</tr>
<tr>
<td>T-shirts (Nyika)</td>
<td></td>
<td>96</td>
<td></td>
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<tr>
<td>5. Military boot socks</td>
<td>314</td>
<td></td>
<td></td>
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<tr>
<td>6. Military boots</td>
<td>314</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7. Field Jackets (Nyika)</td>
<td>157</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8. Military raincoat</td>
<td>157</td>
<td></td>
<td></td>
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<tr>
<td>9. Military belts</td>
<td>157</td>
<td></td>
<td></td>
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<tr>
<td>10. Military Woolen sweater jersey</td>
<td>157</td>
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<td>11. Overall / boiler suit</td>
<td>157</td>
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<tr>
<td>12. Military Backpacks</td>
<td>157</td>
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<tr>
<td>13. Military water bottles</td>
<td>471</td>
<td></td>
<td></td>
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<tr>
<td>14. Military water bottles porch</td>
<td>471</td>
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<tr>
<td>15. Handcuffs</td>
<td>314</td>
<td></td>
<td></td>
</tr>
<tr>
<td>16. Head baton head cap</td>
<td>314</td>
<td></td>
<td></td>
</tr>
<tr>
<td>17. Tents</td>
<td>154</td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

1 On supplier’s letterhead
<table>
<thead>
<tr>
<th>Tender no.</th>
<th>Name of tenderer</th>
<th>Tender form</th>
<th>Company profile</th>
<th>Minimum Turnover</th>
<th>Tax Compliance</th>
<th>Three client references</th>
<th>Technical schedule complete</th>
<th>Supporting technical info</th>
<th>Physical samples provided</th>
<th>Declaration of undertaking</th>
<th>Financial offer</th>
<th>Tender compliant</th>
</tr>
</thead>
<tbody>
<tr>
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</tbody>
</table>

1. This should also include: registration certificate, Letter nominating Authorized Representative, JV agreement or letter of intent
### ANNEX I: TECHNICAL COMPLIANCE FORM

<table>
<thead>
<tr>
<th>Tender no.</th>
<th>Name of tenderer</th>
<th>At least 5 years experience?</th>
<th>Client references checked?</th>
<th>Proof of Tax Compliance</th>
<th>Is tender compliant with specs?</th>
<th>Tender compliant with warranty?</th>
</tr>
</thead>
<tbody>
<tr>
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### ANNEX J: FINANCIAL OFFER ASSESSMENT FORM

<table>
<thead>
<tr>
<th>Tender no.</th>
<th>Name of tenderer</th>
<th>Tendered amount</th>
<th>All inclusive price quoted?</th>
<th>Any corrections?</th>
<th>Correction amount</th>
<th>Within budget?</th>
<th>Tender compliant?</th>
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ANNEX K: TEMPLATE PURCHASE ORDER

Malawi Zambia Transfrontier Conservation Area Project  
P.O. Box 498  
Mzuzu

PURCHASE ORDER FORM

Purchase Order No.: ________________________________
Date Ordered: ________________________________
Supplier: _______________________________________
Supplier Contact: ________________________________
Supplier Address: _______________________________________
Supplier Telephone: ________________________________
Supplier Facsimile: ________________________________
Supplier Email: _______________________________________

<table>
<thead>
<tr>
<th>Ref.</th>
<th>Supplies Description</th>
<th>Qty.</th>
<th>Unit Price [Currency]</th>
<th>Total [Currency]</th>
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Sub-total

VAT (if applicable)

Total Purchase Order Price [currency]:

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PURCHASE ORDER TERMS AND CONDITIONS

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. The Bid Submission Form and Appendix to Bid Submission Form (including the signed Declaration of Undertaking);
   c. The Addenda Nos. _____ (if any);
   d. Particular Conditions of Contract, as specified in the tender document (attached as Annex 1);
   e. General Conditions of Contract;
   f. The Specification (including Schedule of Requirements and Technical Specifications);
   g. The completed Bidding Forms (including Price Schedules); and
   h. Any other document listed in GC as forming part of the Contract.

3. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.

4. FIXED PRICE: The prices indicated in this Purchase Order are firm and fixed, and not subject to any adjustment during Purchase Order performance. The Supplier will not be paid an amount that exceeds the Purchase Order Price.

5. DELIVERY, INSTALLATION AND TESTING:
   a. The performance of this Purchase Order, including installation and testing if applicable, will be completed within the period specified in the Request for Quotation (RFQ) or Initiation to Tender (ITT).
   b. Works will be performed and goods will be delivered to and, if applicable, installed and tested at the address specified in the RFQ or ITT.
   c. If at any time during performance of this Purchase Order, the Supplier should encounter conditions impeding timely performance of this Purchase Order, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause.
   d. 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 of Purchase Order performance,
in which case the extension shall be ratified by the parties by amendment of the Purchase Order.

6. PERFORMANCE SECURITY:
   a. Performance security of 10% of the bid price in the form in Annex F shall be furnished within 14 days of signing the contract.
   b. Failure 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.

7. PAYMENT:
   a. 100% of the payment shall be made against the complete performance of the Purchase Order, unless stated otherwise in the RFQ or ITT.
   b. All payments shall be made by electronic bank transfer. To obtain payment, the Supplier shall submit an invoice to the Purchaser.
   c. The Purchaser shall acknowledge the complete performance of the Purchase Order by accepting the invoice.
   d. For all invoices properly submitted in accordance with this requirement, payment will be made to the Supplier within Sixty (60) days after the acceptance of the invoice by the Purchaser, unless stated otherwise in the RFQ or ITT.

8. WARRANTY: Warranty shall be a minimum of one year, unless otherwise specified in the RFQ or ITT.

9. REQUIRED TECHNICAL SPECIFICATIONS: If applicable, these shall be as specified in the RFQ or ITT.

10. FAILURE TO PERFORM: The Purchaser may cancel, at any time, this Purchase Order if the Supplier fails to perform the Purchase Order in accordance with the RFQ or ITT.

11. LIQUIDATED DAMAGES: The Supplier agrees that failing to complete the performance of this Purchase Order, in part or in full within the period(s) specified in the Purchase Order, the Purchaser shall, without prejudice to its other remedies under the Purchase Order, deduct from the Purchase Order Price, as liquidated damages, a sum equivalent of up to ten percent (10%) of the Purchase Order Price.

12. CANVASSING; FRAUD; COLLUSION; COERCION; AND PROHIBITED PRACTICES: The Purchaser requires that the Supplier observe the highest standard of ethics during the procurement and execution of this Purchase Order. In addition, the Purchaser may cancel the Purchase Order if it determines at any time that the Supplier engaged in corrupt, fraudulent, collusive, coercive or prohibited practices during the selection process or the execution of the Purchase Order.

13. NOTICES: Any notice, request or consent given by one party to the other pursuant to the Purchase Order shall be in writing, to the attention of the Project Manager, Malawi Zambia TFCA Project, and sent to the address specified in the Purchase Order. A notice shall be effective when delivered or on the notice’s effective date, whichever is later. A party to this Purchase Order may change its address for notice hereunder by giving the other party notice in writing of such change sent to the address specified in the Purchase Order.
14. TAXES: The project financing shall not pay taxes therefore the Purchase Order Price will exclude all taxes as applicable and the Purchaser shall be responsible for processing the waivers with the Revenue Authorities. The Purchase Order Price shall not be adjusted to account for such taxes.

15. ASSIGNMENT: This Purchase Order shall not be assigned by the Supplier to any third party without the expressed prior written consent of the Purchaser.

16. DISPUTES: In the event of any dispute, a claim by the Supplier must be made in writing and submitted to The Project Manager, Malawi Zambia TFCA Project for a written decision. A claim by the Supplier is subject to a written decision, which shall be rendered within 30 days of receipt of the Supplier’s claim. The decision rendered will be considered final unless appealed by the Supplier. The Supplier will proceed with performance of this purchase order pending final resolution of any claim.

17. GOVERNING LAW: This Purchase Order is governed by the law of Malawi and Zambia depending on where the goods or services are being provided (Recipient).

18. NON-LIABILITY: The Purchaser does not assume any liability with respect to any third party claims for damages arising out of work done under this Purchase Order.