

25 November 25

Invitation to Tender – Ghana FGP Vehicle fleet provision

Project:	Ghana-UK Forest Governance Partnership
Tender for:	Vehicle fleet provision
Activity Number	N/A
The Company:	Palladium Global Pty Ltd (Ghana Branch) 4th Floor Volta Place, 35 Patrice Lumumba Street, Airport Residential Area
Closing Date and Time:	09/12/2025, 20:00 GMT
Contact Person:	Eamon Doyle
Details for submission:	Eamon.Doyle@thepalladiumgroup.com
Tender Validity Period:	90 days
Number of Hard Copies of Tender:	NA
Delivery Address:	Accra, Ghana
Jurisdiction	Ghana

Thank you for your interest in the above procurement, the Company invites you to tender for this activity. This pack includes:

- 🔗 Part 1: Terms of Reference (TOR)
- 🔗 Part 2: Conditions of tender
- 🔗 Part 3: Assessment selection criteria
- 🔗 Part 4: Client Terms and Conditions
- 🔗 Part 5: Standard contract template which the successful tenderer is required to sign once the agreed commercial terms have been included.
- 🔗 Part 6: Declaration by Tenderers

Please forward your Tender in accordance with the Details for Submission above by the Closing Date and Time to Eamon Doyle.

I look forward to your response. If you have any queries, please do not hesitate to contact me by e-mail Eamon.doyle@thepalladiumgroup.com.

Yours sincerely,

Eamon Doyle

Manager, Palladium

Part 1 – Terms of reference

1. Background

As part of the United Kingdom's collaboration with the Government of Ghana in tackling deforestation, the Ghana-UK Forest Governance Partnership is procuring vehicles for use by Ghana's Forestry Commission.

2. Specifications

This invitation to tender is for suppliers who can complete all or some of the below order. This order is for delivery in Accra, Ghana by 13 March 2026.

Order overview

Item code	Item	Summary	Quantity required
A	(NEW) TOYOTA IMV HILUX	2.8L Diesel, 4WD, Automatic transmission, 5-seater	13
B	(NEW) TOYOTA LC 79 Double-cabin pick-up	4.2L Diesel, 4WD, Manual transmission, 5-seater	7

Full specifications are provided below. Significant preference is given to the models detailed; however suppliers who can complete the order with models of similar specifications are welcome to apply.

Item A: TOYOTA HILUX

1. PRINCIPAL FEATURES SOUGHT
• Left Hand Steering Control
• Adjustable steering
• Four Wheel Drive
• Automatic Disconnecting Differential (ADD)
• AM/FM Radio with CD Player with speakers
• Power Window
• Inside Driving mirror
• 3-way intermittent wiper, Windscreen washer spray, Heat defroster
• Central Lock
• Air Bag: Driver, Passenger, and Driver's knee
• Anti-Lock Braking System (ABS)
• One (1) Tonne Payload
• Load Sensing Pressure Valve (Load Balancing)
• High Stop Lamp On Bucket
• LED fog lamps
• Rear deck with inner hooks
• Deck guard frame with stopper
• Chrome outside door handle
• Chrome bucket opened handle
• Child restraints system- 'ISO FIX*2 +TETHER ANCHOR*2
2. EXTERIOR

• Double Cabin
• Rear and side step
• Mud splash guards, front and rear fenders
• High Stop Lamp On Bucket
• Chrome radiator grille
• Front bumper- 'Polypropylene paint colour wide
• Maker standard colour finish or nearest equivalent
• Colour to be selected by bidder
3. ENGINE
• Engine Capacity 2755 L (1GD engine)
• Diesel 4-stroke 4-cylinder inline
• Power output 130 kW @ 3400 rpm
• Torque 450 Nm @ 1600-2400 rpm
• Bore & Stroke (mm): 92.0 x 103.6
• Compression Ratio: 15.6:1
• Turbo aspiration
• Exhaust emission system- EURO2 w/o OBD
• Fuel tank 80 litres capacity with strainer, sediment drain, and water elements
• Fuel pump type – Distributor type
4. TRANSMISSION
• Mechanical floor-mounted shift gear
• Automatic Transmission: 6-speed forward and one reverse 'High' and 'Low' transfer box
• Heavy-duty single dry plate, Diaphragm - clutch type
• Four Wheel Drive
5. SUSPENSION
• Double wishbone with stabilizer bar - front suspension
• Leaf Spring - rear suspension
• Load Sensing Pressure Valve (Load Balancing)
6. DIMENSIONS
• Length x Width x Height (mm) - 5330 x 1855 x 1815
• Wheelbase: 3085 mm
• Bucket Size: 1525 x 1540 x 480 mm; Volume – 1.1m3
• GVW: 2910 kg
• One (1) Tonne Payload
• Angle of Approach - 310; Angle of Departure - 210
• Turning Radius – 6.7 m
• Ground clearance: 310 mm
7. STEERING, TYRES AND WHEELS
• Left-hand side control
• Power-assisted
• Steering Gear type – Rack and Pinion

• Tyre size: 265/65 R17
• Rim type – Alloyed Steel
• Rim size: 17”
• Spare tyre of the same size and mounted under the carriage
• Best quality radial ply on/off highway
8. BREAKS AND SAFETY
• Hydraulically Power-assisted
• Ventilated Disk type - front
• Drum type - rear
• Mechanical parking brake
• Anti-Lock Braking System (ABS)
• VSC+HAC+TSC
• 3-point ELR seatbelts for all seats
• Airbag (Driver, passenger, and knee airbag)
• 4-bulb halogen multi-headlamps
• LED-type rear combination lamps
• Emergency stop lamp
• Reverse sensors
9. ELECTRICALS
• Heavy-duty battery 12 volts (64Ah rating)
• Heavy-duty starter and alternator
• Hazard warning lights
• Clearance sonar
• Daytime running light system
• Exterior lights and indicators to conform with Ghanaian regulations
• All electrical components fully tropicalised
• Head and tail lights, cabin lights, and backup lights, as well as indicator lights
10. INTERIOR
• Air conditioning
• AM/FM Electronic Tuning Radio with CD Player, USB/AUX Terminal and Speakers
• Audio control switches on the steering wheel with emerging countries display audio system
• Power Window
• Central Lock
• Keyless Entry with Alarm
• Odometer/Speedometer/Trip meter reading to 1 km (Trip meter to 0.1km)
• Digital clock
• Cup Holders
• Horn
• Engine temperature gauge

• Low engine oil pressure warning lights and gauge
• Battery charge gauge
• Fuel level gauge
• Cruise control
• Bucket-type front seats
• Seating Capacity – 5 persons
• Seat material – Heavy-duty fabric
• Separated headrests for rear seats

Item B: TOYOTA LC 79 Double-cabin pick-up

1. PRINCIPAL FEATURES SOUGHT
• Tire Size: 7.50R16-8PR
• Tire Pattern: Sahara
• Disc Wheel: 5.50F
• Air Cleaner: Cyclone +Pre-Cleaner
• Fuel Tank: 130l, w/Cap Key
• Clock
• Heater with (Front), Alumi Core
• Overhead snorkel front side mounted
• Audio: FM with 2 Speakers
• Suspension: Coil/ Leaf Heavy Duty
• Air Conditioner
• Spare Wheel Carrier with lock
• Wheel Base: minimum 2730mm
• Ground Clearance: (230-235)mm
• Gross Vehicle Weight: (3000-3300) kg
2. ENGINE
• Diesel 4-stroke 6-cylinder OHV inline;
• Displacement: 4.2 Litres
• Minimum output 95 kW (SAE) net (specify rated speed)
• Minimum torque, 280 Nm/net rated speed (specify)
• Fuel pump (Distributor type Fuel Injection)
• Heavy-duty dry-type air cleaner with replaceable element (s)
• Positive oil and fuel filtering systems with replaceable elements
• Dust-proof crankcase breather and oil filter cap/heavy-duty, tropicalised engine cooling system with direct drive cooling fan
• Side impact beams on all doors
• With a sub-tank

4. CLUTCH
- Heavy-duty single dry plate - Hydraulically operated clutch with a mechanically adjustable
5. TRANSMISSION, TRANSFER, AND DRIVELINE
- Manual transmission; 5 speeds minimum forward, all gear synchromesh, and one reverse with a high and low transfer box 4WD - Heavy-duty full-floating axle preferred
6. STEERING SYSTEM
- Left-hand side control - Power steering
7. BRAKE SYSTEM
- Dual circuit hydraulic system with vacuum booster - Front brake: Ventilated disc brakes, - Rear brakes; disc/drum type - Mechanical parking brake
8. SUSPENSION
- Front: Heavy-duty suspension with coil spring and double-acting, telescopic shock absorbers - Rear: Leaf springs
9. TYRES AND WHEELS
- Radial tyres with inner tubes suitable for the full road rating and for/off highway ground conditions - Full-size spare tyre mounted on a suitable carrier with security lock and keys
10. ELECTRICAL AND ANCILLARIES
12 volts. All electrical components tropicalised - Heavy-duty battery (specify rating, Ah) - Heavy-duty alternator - Exterior lights and indicators to conform with Ghanaian regulations - Hazard warning light 2-speed electric windshield wiper with intermittent feature and electric windshield washer - Rear wiper and washer
11. INSTRUMENT MONITORS AND WARNING DEVICES
All calibrations on gauge/meters to be in metric units

• Speedometer, odometer, tripmeter
• Engine coolant temperature gauge and temperature warning light
• Engine oil pressure gauge and/or low-pressure warning light
• Battery charging warning light
• Fuel level gauge and low fuel warning light
12. CAB AND ACCESSORIES
• Four-door, five-seater with two front, three middle
• Leather/ Fabric seat Upholstery
• Separate bucket seats for the driver and front passengers
• Driver and passenger sun visor; assist grip for passenger and driver
• Key Start
• Seatbelts
• Side step
• Full tropicalised ventilation and air conditioning system
• FM Radio with electronic tuning and stereo CD player
• Front-mounted Power winch
13. BODY EXTERIOR
• Laminated windshield and safety glass throughout
• Rear Step
• Preferably forest green or cream colour
• Fuel tank with security lock and keys
• Heavy-duty roof rack
14. MISCELLANEOUS
• Rechargeable fire extinguisher
• Warning triangle
• First Aid Kit
• Heavy-duty vehicle jack, wheel spanner, and all accessories
• Maker's standard toolkit
• Chassis: Ladder-type box section preferred. Makers' standard to be specified
• Protection against corrosion:
• Operating manual in English
• 36-months 100,000-km warranty

3. Timeline

Stage	Timeline
ITT launched	25/11/2025
ITT closed	09/12/2025
Tender evaluation meeting	10/12/2025
Suppliers notified	11/12/2025
Due diligence and goods inspection	12-19 December
Purchase Order executed	December-January 2026
Delivery of goods	before 15 March 2026

4. Submission instructions

Interested suppliers should complete the excel template provided alongside this tender pack – see Annex I – Supplier submission template. The financial proposal must be compiled in GHS. All prices are to be inclusive of relevant taxes and importation costs.

The Supplier Submission must be complemented with the following mandatory documents:

- The signed declaration contained in Part 6
- Company profile.
- Company registration.
- Contact details (e-mail, phone, website) of at least 2 clients whom the Tenderer supplied similar goods for the last 3 years.
- Authorization Letter issued by manufacturer or official dealer in favour of the bidder allowing selling their product in Ghana (if Supplier is not the manufacturer).

Failure to provide any of the above specified documents will serve as a ground for disqualifying the Tenderer from the tender by declaring it as technically non-compliant.

Part 2 – Conditions of tender

1. Tender content

- 1.1. The tender must contain the following:
 - 1.1.1 The signed declaration contained in Part 6;
 - 1.1.2 a technical and financial submission, see mandatory content in Submission Instruction (Part 1, section 4);
- 1.2. Every Tender needs to state in the submission:
 - 1.2.1 in the case of an individual, full or given names, surname and address;
 - 1.2.2 in the case of a trust, the full names and addresses of each trustee of the trust;
 - 1.2.3 in the case of a company, NGO or other registered entity, the full name of the entity, the address of the registered office of the entity, the relevant registration number and a copy of the certificate of registration; and
- 1.3. Tenders are to be written in English, Arial font 12
- 1.4. 'The Tenderer' (where capitalised) means the person or organisation to whom this invitation has been sent, the person or organisation responding to this invitation (as applicable). Depending on the context, an uncapitalised version of 'tenderer' may also refer to the Tenderer.

2. Tender Assessment Process

- 2.1. Tenders must comply with the requirements of the TOR. Failure to submit a Tender including the information required by the TOR (or this Tender generally) will factor into The Company's assessment of the level of compliance of the Tender and may result in rejection of the Tender.
- 2.2. The Company will evaluate Tenders on the following basis:
 - 2.2.1 a technical assessment;
 - 2.2.2 a financial assessment;
 - 2.2.3 any other factors which may impact on the Tenderer's potential performance.
- 2.3. The Company reserves the right:
 - 2.3.1 to accept or reject any tender, and to annul the tendering process thereby rejecting all tenders, at any time prior to the award of contract at its sole discretion;
 - 2.3.2 to cancel or vary the Invitation to Tender process at any time whether before or after the closing date;
 - 2.3.3 to reject any tender that does not adhere to the structure and content requirements as outlined in these Terms and Conditions;
 - 2.3.4 to recall tenders from any source including those tenderers who have already submitted tenders, without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the grounds for this action;
 - 2.3.5 to accept Tenders for the whole or any part of the requirement;
 - 2.3.6 to require that tenderers submit to the Company's Due Diligence process prior to or after the submission of Tenders; and
 - 2.3.7 to negotiate with the most favourable tenderer should it be deemed that the offered prices are unreasonable or greater than the targets set in the planning process.
- 2.4. The Company shall not be bound by any advice given or information furnished by it.
- 2.5. The conduct of this Invitation to Tender is not intended to give rise to any legal or equitable relationship.
- 2.6. Any inducements and rewards intended to influence the outcome of the Tendering process will result in Tenderer's immediate suspension from the process.
- 2.7. Your Tender will be valid for the Tender Validity Period specified on page 1.

3. Assessment

- 3.1. The Assessment will be undertaken by an internal procurement committee.
- 3.2. Following consideration of the technical merit of Tenders, a like-for-like price assessment may be undertaken by The Company of the Tenders assessed as technically suitable.
- 3.3. Tenderers should note that financial submissions for those Tenders assessed by the Procurement Committee as not technically acceptable will not be subject to financial assessment.
- 3.4. Unless otherwise specifically stated, prices quoted must be provided as a fixed maximum price and show the tax exclusive price, the tax component and the tax inclusive price.
- 3.5. The contract price, which must include any and all other charges and costs, will be the maximum price payable by the Company for the Goods and/or Services.
- 3.6. Additionally, if requested by the Company, potential suppliers must be able to demonstrate their financial stability and ability to remain viable as a provider of the Goods and/or Services over the term of any agreement.

- 3.7. If requested by the Company, the potential supplier must promptly provide the Company with such information or documentation as the Company reasonably requires in order to evaluate the potential supplier's financial stability.

4. Acceptance of Tenders

- 4.1. The Company is not bound or required to accept the lowest priced Tender or any Tender.
4.2. A Tender will not be deemed to be accepted unless and until a Contract in the form listed in Part 5 is signed by the Company and the Tenderer (with the agreed commercial terms included).
4.3. The Company reserves the right to enter into negotiation with any other tenderer if contract negotiations cannot be concluded with the preferred Tenderer.

5. Alternative Tenders

- 5.1. The Company reserves the right to accept and consider alternative Tenders providing they:
6.1.1 are submitted with a compliant Tender;
6.1.2 clearly identify the differences and improvements offered.

6. Non-Compliant Tenders

- 6.1. Tenders will be regarded as non-compliant if they do not comply with any part of the requirements of this Invitation to Tender.
6.2. The Company may, however, in its absolute discretion evaluate any non-compliant Tender.

7. Lodgement of Tenders

- 7.1. It is the responsibility of the Tenderer to ensure that the Tender is received by the Company by the closing date and time prescribed in this Invitation to Tender. A Tender lodged after the closing date is a late Tender.
7.2. A late Tender will normally not be considered unless it can be demonstrated by the Tenderer that the Tender would have arrived at the tender point by the required date and time as prescribed in this Invitation to Tender but, for reasons proven by the Tenderer, it did not. The Company may allow a late Tender to be assessed at its absolute discretion.
7.3. The Company will not consider or entertain any queries about a decision to assess or reject a late Tender.

8. Tenderer Costs

- 8.1. Tenderers are responsible at their own cost to:
9.1.1 make all arrangements and obtain and consider all information relating to the TOR;
9.1.2 prepare, deliver and lodge their tender;
9.1.3 deal with any issues, including disputes, that may arise out of the tendering process.

9. Confidentiality

- 9.1. The Tenderer acknowledges that in the course of this Tender, it may become acquainted with or have access to the Company's Confidential Information (including the existence and terms of this Tender and the TOR). It agrees to maintain the confidence of the Confidential Information and to prevent its unauthorised disclosure to any other person.
9.2. The Tenderer will not disclose or use any Confidential Information except to the extent that such disclosure or use:
9.2.1 is strictly necessary for submitting the Tender;
9.2.2 is required by relevant laws;
9.2.3 is authorised by prior written approval from the Company; or
9.2.4 occurs after the Confidential Information already is or comes into the Tenderer's possession (or in the public domain) otherwise than pursuant to this Tender, pursuant to a separate confidentiality undertaking by the Tenderer or a third parties' (or that parties') unauthorised disclosure.
9.2.5 If the Tenderer is required to disclose Confidential Information due to a relevant law or legal proceedings, it will provide reasonable notice of such disclosure to the Company.
9.2.6 The parties agree that this obligation applies during the Tender and after the completion of the process.

10. Request for Information

- 10.1. Any prospective tenderer may within a reasonable time before the closing date request information on any point of clarification in this Tender. The information requested shall be given in writing by the Company as soon as practicable. Where in the opinion of the Company the information could have an

effect on other tenderers, that information may at the Company's sole discretion be given in writing to all known prospective tenderers.

11. Business Partner Code of Conduct

- 11.1. Tenderers shall comply with the Company's Business Partner Code of Conduct in the submission of any tenders. The Code is currently available at thepalladiumgroup.com/policies.

12. Unsuccessful Tenders

- 12.1. Unsuccessful Tenders will be notified in writing and shall be entitled to feedback regarding their tender.

13. Tenderer Acceptance of Conditions

- 13.1. A Tender lodged in response to this Invitation to Tender does so with agreement to these Conditions of Tender unless any departures from these Conditions are detailed in the cover letter of the submission. The Company reserves the right to reject any departure from these Conditions of Tender, and thereby determine that the tender submission is non-conforming for that reason.

14. Conflict of Interest

- 14.1. Tenderers must notify the Company immediately if any actual, potential or perceived conflict of interest arises (a perceived conflict of interest is one in which a reasonable person would think that the person's judgement and/or actions are likely to be compromised, whether due to a financial or personal interest (including those of family members) in the procurement or the Company).

15. Inconsistencies

- 15.1. If there is inconsistency within this ITT, the following order of precedence shall apply:

- 15.1.1 these Terms and Conditions;
- 15.1.2 the Cover Page of this ITT; and
- 15.1.3 Part 4 – Client Terms
- 15.1.4 Part 5 – Standard Contract
- 15.1.5 Part 1 – Terms of Reference
- 15.1.6 Part 3 – Assessment Selection Criteria
- 15.1.7 the Schedule

so that the provision in the higher ranked document will prevail to the extent of the inconsistency.

16. Jurisdiction

- 16.1. This Tender process shall be subject to the laws of the Jurisdiction.
- 16.2. The Supplier and the Company will use their best efforts to settle amicably any dispute, controversy, or claim arising out of, or relating to this Agreement or the breach, termination, or invalidity thereof.
- 16.3. If no agreeable settlement can be found, any dispute, controversy, or claim arising out of or relating to this Agreement or the breach, termination, or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules in effect on the date of this Agreement. The appointing authority shall be the Secretary-General of the Permanent Court of Arbitration. The Parties will be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute.
- 16.4. The place of arbitration shall be the headquarters location of Company at the time the claim is filed and the language of the arbitration will be English. The relevant laws shall be the laws of the Jurisdiction.
- 16.5. Should the claim involve a State, a State-controlled entity, or an intergovernmental organization, the case shall be administered by the International Bureau of the Permanent Court of Arbitration.

Part 3 – Assessment selection criteria

Palladium will assess each submission based on Selection Panel Report, and will be based on compliance with this Invitation to Tender (ITT), ability to meet the requirement as specified and overall value for money.

The following selection criteria will be used in the assessment process:

1. Price – Total cost inclusive of relevant taxes and importation costs (if any).
2. Quality - Offeror meet the specifications for the goods.
3. Time - The goods are expected to be delivered in Accra by 13 March 2026.
4. Warranty – After sales service
5. Payment terms

Part 4 – Client Specific Provisions

FCDO

Subcontractors will be required to comply with the terms of the Head Contract for the Project, including the FCDO Standard Terms and Conditions and any additional terms advised by the Company.

Subcontractor will be required to undergo Ethical and Financial Due Diligence.

Part 5 – Standard Contract Template – Purchase Order

Purchase Order (PO)

Part 1 – Supplier details

PO Number	Click here to enter text.	Effective Date	Click here to enter a date.
Delivery Address	Click here to enter text.	Delivery Date	Click here to enter a date.
Country of Jurisdiction	Click here to enter text.		
Project Name	Click here to enter text.		

Supplier and supplier's representative details

Suppliers Name	Click here to enter text.
Supplier Id	
Address	Click here to enter text.
Phone	Click here to enter text.
Representative Name	
Representative Title	
Representative Email	

Company and company's representative details

Company's Name	Click here to enter text.
Address	Click here to enter text.
Phone	Click here to enter text.
Representative Name	Click here to enter text.
Representative Title	Click here to enter text.
Representative Email	Click here to enter text.

Payment details

Payment By (Cash, Cheque, Electronic transfer , others)	Click here to enter text.
Currency	Click here to enter text.
Bank Account Details	
Account Name	...
Bank Name	...
Account Number	...
IBAN	...
Other information	...

Part 2 – Details of Goods and/or Services to be supplied

Description	Charge Code	Quantity	Units	Unit Price	Total Price excluding tax	Tax	Total
Click here to enter text.						...	...
Click here to enter text.							
Click here to enter text.						...	...
Click here to enter text.						...	...
Click here to enter text.						...	...
						...	...
Click here to enter text.						...	...
Click here to enter text.						...	...
...		...	...	...	...	...	...
							...
Special Conditions							
Insurance requirements	Yes ☐	No ☐	If yes, please specify				
	...						
This PO is governed by the laws of the country of jurisdiction and the attached Terms and Conditions							
Signed for Supplier				Signed for Company			
Name	...	Name	...				
Title/Role	...	Title/Role	...				
Date	...	Date	...				

Terms and conditions

1. THE PARTIES

The Supplier and the Company are collectively referred to as "the Parties".

2. ENTIRETY OF AGREEMENT

This PO, including the Cover Sheet, the Terms and Conditions, all referenced Annexes, and representations of suitability and performance of the Goods and/or Services made by the Supplier in its offer or any material published by the manufacturer or the supplier relating to the goods and services, will constitute the entire agreement between the Parties. Any prior understanding or representation of any kind preceding the date of this PO is hereby superseded.

3. MODIFICATIONS

Any modifications or amendments to this PO, including its Annexes, will be made by mutual agreement of the Supplier and the Company. All such modifications or amendments will be in writing signed by both the Supplier and the Company.

4. EXCLUSIONS

The following are excluded from application to this contract:

- a. All terms and conditions of supply proposed by the Supplier that are not included in this PO or contract; and
- b. All conditions, limitations of liability, reservations, qualifications or the like stated in the Supplier's offer or in any material published by the manufacturer or the supplier relating to the Goods and/or Services.

5. MAIN OBLIGATIONS

The Supplier must provide the Goods and/or Services stated in the PO and the Company must pay the Total Price as stated in the PO, upon satisfactory delivery of the Goods and/or Services as determined by the Company in accordance with this PO.

6. PAYMENT

The prices stated in the PO are fixed and are subject to adjustment only in accordance with this PO.

All payments will be made in the manner and to such bank account as the Supplier has designated in the Cover Sheet.

Where there is no dispute as to the goods or services supplied, the Company will pay the Supplier within 30 days of the Supplier submitting a valid invoice, in original, marking Company's Copy, for the amount payable by the Company and sent to the Company's Representative.

In the case of any dispute as to the goods or the amount payable to the Supplier the parties will attempt to resolve the dispute according to the dispute resolution procedures set forth in these Terms and Conditions. Payment will be made by the Company within 30 days of such dispute being resolved subject to a valid invoice having been submitted.

7. GOODS AND SERVICES

The Supplier warrants that it will supply and deliver the goods or services in strict accordance with all of the following:

- a. This PO;
- b. The Supplier's offer (to the extent only the offer is consistent with this contract);
- c. Any description or sample of the goods the Supplier has given to the Company;
- d. Any legislative requirement applicable to the goods or services or this contract; and
- e. All standards, codes or guidelines applicable to the goods or services for supply.

The Supplier must also supply any ancillary goods, not expressly stated in its offer or this contract, that are commonly included with goods of similar nature to the goods.

The Supplier must facilitate and allow the Company to inspect and test the goods at any place at which the goods are stored before delivery, or where such inspection is not possible, before the goods are unloaded at the Company's specified delivery location.

Title in the goods passes to the Company on delivery and acceptance of the goods.

The Supplier remains liable for the suitability and performance of the goods during transit despite the Company's prior acceptance (if applicable) of the goods to effect delivery.

8. THE COMPANY'S INSTRUCTIONS AND CHANGES

The Supplier must comply with the Company's written instructions.

If the Supplier considers that an instruction constitutes a change to the scope of the Supplier's obligations, the Supplier must notify the Company within two business days of that claimed change.

If the Supplier considers it will be, is, or has been delayed by any causes, it must notify the Company within two business days of that claimed delay.

If the Supplier does not give notice as required by this clause, the Supplier is not entitled to, and cannot claim, any additional payment or relief under this contract nor any damages or compensation.

9. DETERMINING THE EFFECTS OF CHANGES

If the Company gives any instruction under this PO, and the Supplier has given a notice required by this PO, the Company and the Supplier must agree on any reasonable change to the price or date for performance. If they cannot agree within five business days after the Company's notice, the Company will determine the effect of the change and will notify the Supplier of that determination.

10. INTELLECTUAL PROPERTY

The Supplier warrants to the Company that it owns, or has sufficient rights to, the Intellectual Property in the design and manufacture of the Goods or in the provision of the Services to discharge its obligations under this Agreement. The Supplier grants the Company a perpetual, royalty free and transferable license to use the Intellectual Property in the Goods and/or Services for the purposes for which they are supplied.

Any action or proceeding based upon a claim that the Goods and/or Services, or part thereof, constitute an infringement of any patent, registered design or copyright and the Supplier will pay all damages and costs awarded against the Company flowing from any such action or proceeding. However, in case there is found to be an infringement, the Supplier will, at its own expense, either procure for the Company the right to continue using the Goods and/or Services or modify them so they become non-infringing, or, with the approval of the Company, remove said Goods or stop receiving said Services and refund the total price, the transportation, and the installation costs to the Company.

11. CONFIDENTIALITY

The Supplier, its personnel or the persons acting on behalf of the Supplier, will not use any information acquired or developed in the course of this Agreement (including, but not limited to, the Company's security policies or procedures), for any purpose not authorized in writing by the Company.

The Supplier is required to exercise the utmost discretion during the performance of the Agreement. The Supplier may not communicate to any other person, government, or authority external to the Company any information known to it by reason of its contractual relationship with the Company which has not previously been made public, except with the written authorization of the Company. Nor will the Supplier at any time use such information to private advantage.

The Supplier and its personnel will not disclose or use any Confidential Information except to the extent that such disclosure or use is:

- a. Strictly necessary for the performance of the services;
- b. Required by law;
- c. Authorized by prior written approval from the Company; or
- d. Already in or comes into the public domain otherwise than through the Supplier's unauthorized disclosure (or that of any of its personnel).

The Supplier will be liable for any breach of confidentiality or any indirect disclosure that could damage the interests of the Company. The extent of any such liability will be directly proportional to the extent of the damage caused.

The Supplier agrees that the obligations in this Clause apply during the Duration of this Agreement and after termination of this Agreement.

12. STATUTORY REQUIREMENTS

The Supplier must comply with all legal and statutory requirements as applicable in the jurisdiction of delivery relating to the performance of its obligations under this contract including but not limited to taxation, safety and health, and packaging and delivery.

13. DEFECTS

If the Company instructs the Supplier to rectify a defect, or replace any Goods and/or Services, within a specified time, and the Supplier does not comply with that instruction, the Company may engage others to rectify the defect and the rectification cost will be payable by the Supplier to the Company. This cost may be set-off against any

outstanding payments to the Supplier whether for the subject Goods and/or Services or for any other PO with the Supplier.

Payment will be authorized after delivery and acceptance by the Company's Representative of all Goods and/or Services, and in accordance with payment terms stipulated in PO. Where there is partial delivery of the Goods and/or Services, the Company may hold payment until all the Goods and/or Services specified in the PO are received.

14. INDEMNITY, LIABILITY, AND INSURANCE

The Supplier will indemnify and keep indemnified the Company, and the officers, employees and agents of the Company from and against any loss, damages, expenses or costs (including costs of any settlement) arising from any claim, demand, action, suit or proceeding that may be made or brought by any person against the Company, or the officers, employees and agents of the Company or any of them for or in respect of:

- a. personal injury or death of any person;
- b. loss of or damage to any property or any other loss or damage arising out of or as a consequence of the performance or failure to provide the Goods and/or Services or any other breach of the terms of this Agreement;
- c. any claim by a third party against the Company arising out of any act or omission of the Supplier in connection with the Agreement or the provision of the Goods and/or Services; and
- d. any penalty imposed for breach of an applicable law in connection with the provision of the Goods and/or Services by the Supplier.

The Company will not, under any circumstances or for any reason whatsoever, be held liable for any loss, damage, or injury sustained by the Supplier or by any person acting on behalf of the Supplier during the performance of this Agreement. The Company will not accept any claim for compensation or repairs in respect of such damage.

The Supplier will insure and maintain adequate insurance against all risks or loss, damage or injury caused by the Supplier or by any person acting on behalf of the Supplier during the performance of the Agreement. The Supplier will maintain liability insurance in an adequate amount to cover third-party claims for any loss arising from or in connection with the provision of the Goods and/or Services. The Supplier will maintain comprehensive commercial or professional general liability insurance and, if applicable, automobile liability insurance coverage to cover the Supplier for all activities undertaken under this Agreement. Further insurance requirements may be specified in the PO.

The Supplier will, upon the Company's request, provide the Company with satisfactory evidence of the insurance required in the PO.

15. TERMINATION

The Company will have the option to terminate this Agreement in the event Supplier materially breaches any of the terms and conditions of this Agreement. The Supplier will receive advance written notification of termination, a description of the nature of the breach and, if applicable, the opportunity to remedy or cure any such breach of terms within the cure period stated in the notification. The Company may require reimbursement of any expenses improperly incurred prior to termination in a sum not to exceed the ceiling amount of this Agreement.

In the event of termination of this Agreement, Supplier will, upon receipt of notification of termination, immediately stop work, minimize additional costs and will not incur any further cost during the termination of performance hereunder.

All notices must be given to the respective representatives in writing by email with a delivery receipt or hard copy at the address specified on the PO. Notices will be deemed to be served immediately if delivered by email with a valid delivery receipt/proof or on the third business day from the date mailed.

16. DISPUTE RESOLUTION

The Supplier and the Company will use their best efforts to settle amicably any dispute, controversy, or claim arising out of, or relating to this PO or the breach, termination or invalidity thereof.

If no agreeable settlement can be found, any dispute, controversy, or claim arising out of or relating to this PO or the breach, termination, or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules in effect on the date of this PO. The appointing authority shall be the Secretary-General of the Permanent Court of Arbitration. The Parties will be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim, or dispute.

The place of arbitration shall be the headquarters location of Company at the time the claim is filed and the language of the arbitration will be English.

Should the claim involve a State, a State-controlled entity, or an intergovernmental organization, the case shall be administered by the International Bureau of the Permanent Court of Arbitration.

17. SPECIAL CONSIDERATIONS

Terror Financing
Drugs
Child Protection
Security Upgrades
Anticorruption

a. The Supplier hereby represents, warrants, and certifies that:

In carrying out its responsibilities under this PO, the Supplier and its directors, officers, employees, representatives, or other third parties acting on its behalf, have not and shall not pay, offer or promise to pay, or authorize the payment, directly or indirectly through any other person or entity, of any monies or anything of value to:

- i. Any person or firm employed by, or acting for or on behalf of, any customer or potential customer, whether private or governmental, for the purposes of inducing or rewarding favourable action by the customer or potential customer in any commercial transaction;
 - ii. Any person or firm employed by, or acting for or on behalf of, any governmental entity (including state-owned or controlled entities or public international organizations) for the purposes of inducing or rewarding any action, or the withholding of any action, by such entity in any governmental matter; and
 - iii. Any governmental official or employee (including employees of state-owned or controlled entities or public international organizations), political party or official of such party, or any candidate for political office, for the purposes of inducing or rewarding favourable action (or the withholding of action) or the exercise of influence by such official, party, or candidate in any commercial transaction or in any governmental matter.
- b. No rights or obligations of, or services to be rendered by the Supplier under this PO shall be assigned, transferred, or subcontracted to any third party without the prior written consent of the Company.
- c. The Supplier shall conduct all activities related to this PO in a fair, honest, and transparent manner.
- d. The Supplier represents, warrants, and certifies that the Supplier has read and understands the Company provided Code of Conduct. The Supplier agrees to be bound by the Code of Conduct and to operate in a manner fully consistent with the letter and spirit of the Code of Conduct. The Supplier agrees to inform its employees and agents involved in activities related to this PO of the requirements of the Code of Conduct.
- e. The Supplier represents, warrants, and certifies that the Supplier has adopted a policy to prevent corruption ("anticorruption policy") in the conduct of business and enforces this policy. The Supplier further represents, warrants, and certifies that the Supplier has informed its employees, agents, contractors, subcontractors, suppliers, and other individuals or entities with whom the Supplier does business, of its anticorruption policy. The Supplier agrees to provide a copy of the anticorruption policy to the Company.
- f. The Supplier shall immediately inform the Company if the Supplier becomes aware of any information indicating that any action in breach of this section has been committed or has been requested or otherwise suggested by any person, including a Public Official or private individual, in connection with this PO.
- g. Unless otherwise discloses in writing to the Company, the Supplier represents, warrants, and certifies that neither the Supplier, individuals employed by the Supplier, nor their immediate family members, are Public Officials. The Supplier shall immediately notify the Company in advance if any of the above become a Public Official.
- h. The Supplier shall include these, or substantially similar, anticorruption provisions in all subcontracts or other agreements the Supplier makes in connection with this PO.

Part 6 – Declaration by Tenderers

Tenderers shall submit their tender with the following declaration:

I/We declare that to the best of my knowledge the answers submitted and information contained in this document are correct and accurate.

Where requested by the Company, I/We will promptly provide the certificates or other documents referenced in this ITT.

I/We understand that any information given by us will be relied on and used by the Company to assess my/our suitability to participate further in this potential procurement.

I/We understand that the Company may reject my/our Tender if it is non-compliant, or false/misleading in any way.

I/We confirm that my/our tender has 90 days validity.

Where this statement is being provided by an individual on behalf of the Company, that individual has the necessary corporate authorisation to provide the declaration on behalf of the Company.

I / We have not communicated to any person other than the Company the amount of any tender, adjusted the amount of any tender by arrangement with any other person, made any arrangement with any other person about whether or not I / we or that other person should tender, or otherwise colluded with any other person in any manner whatsoever, and undertake that at any time thereafter in the tendering process for the above.

I/We have not engaged in any behaviour which has or could contravene Bribery Act 2010 (UK), the Foreign Corrupt Practices Act (US) or any similar legislation.

I/We have not provided or offered any payment, gift, item, hospitality or any other benefit to the Company, its employees, consultants, agents, subcontractors (or any other person involved in the decision-making process relating to this tender) which could give rise to a perception of bribery or corruption in relation to the Tender or any other dealings between the parties.