



**STANDARD BIDDING DOCUMENT**

**PROCUREMENT OF GOODS**

**PROCUREMENT TITLE: SUPPLY AND INSTALLATION OF ICT INFRASTRUCTURE FOR KENYA  
REVENUE AUTHORITY.**

**REFERENCE NUMBER: PRQ20240162**

**ISSUE DATE: 14 AUGUST 2024**

**CLOSING DATE: 12 SEPTEMBER 2024**

**TRADEMARK AFRICA**

**AUGUST 2024**

## INVITATION FOR BIDS – GOODS (IFB-G)

### Implementing Agency:

TradeMark East Africa

*Fidelity Insurance Centre*

*2nd Floor, Off Waiyaki Way*

*P.O Box 313-00606*

*Nairobi, Kenya.*

*Tel +254 20 423 5000*

[procurement@trademarkafrica.com](mailto:procurement@trademarkafrica.com)

### Recipients:

1. Kenya Revenue Authority
2. TradeMark Africa.

**Project Title: SUPPLY AND INSTALLATION OF ICT INFRASTRUCTURE FOR KENYA REVENUE AUTHORITY**

**Date of Issue of Request: 14 August 2024**

### INSTRUCTION TO BIDDERS (ITB)

Dear Supplier:

- 1) TRADEMARK AFRICA (TMA) invites bids from eligible and qualified bidders for **Supply and Installation of ICT Infrastructure for Kenya Revenue Authority. Bidders are required to bid per Lot in which they qualify, evaluations will be done per Lot.**
- 2) This IFB is open ONLY to restricted eligible entities (“Bidders”) who wish to respond. Bidders may only associate with each other in the form of a joint venture or under a sub-contractual agreement to complement their respective areas of supply to enhance their capacity to carry out the supply of goods and provision of required services and so long as any association is formed, or sub-contract is entered into in accordance with the bidding document associated with this IFB.
- 3) A supplier will be selected under a competitive bidding method, the evaluation procedure for which is described in sections of the bidding document associated with this IFB in accordance with the “TMA Procurement Guidelines.”
- 4) The quotation(s) should be submitted as per the following instructions and in accordance with the attached Contract. The attached Terms and Conditions of Supply is an integral part of the Contract.
  - a) PRICES: The prices should be quoted **Supply and Installation of ICT Infrastructure for Kenya Revenue Authority. Prices shall be quoted in US Dollars.** The Bid Prices and discounts shall be

quoted in the Bid Submission Sheet and in the Price Schedule (attached). The total Bid Price shall include taxes which shall be presented separately for purposes of tax. **The financial proposal should not be combined with the technical proposal but should be submitted as a separate document. The financial proposal MUST be in PDF and password protected.**

- b) SUBMISSION OF BIDS: Your bid shall be submitted via email only at the address [procurement@trademarkafrica.com](mailto:procurement@trademarkafrica.com) on or before **Thursday, 12 September 2024 on or before 11am (Kenyan Time)**

***Financial Proposal/Quotation alongside the Bid Submission Sheet, Price Schedule, and Fair Price Declaration Form (Annex 1) must be separate to enable Technical and Financial bids to be evaluated independently. Please do not include any financial/price information in Part 1, 2 or in your Bid Annexes. Inclusion of any price information shall lead to bid rejection.***

**Late tenders will not be accepted in any circumstance.** No special pleadings will be accepted. Faxed and hard copy tenders will not be accepted.

- c) PRODUCT CATALOGUES: Where requested, bidders should submit a product catalogue for each item quoted for.
- d) LATE BIDS: TMA shall not consider any bid that arrives after the deadline for submission of bids. Any bid received by TMA shall be declared late and rejected.
- e) EVALUATION OF BIDS: Bids determined to be substantially responsive to the technical specifications will be evaluated by comparison of their prices. In evaluating the bids, TMA will determine the evaluated price for each proposal by adjusting the price quotation to correct any arithmetical errors as follows:
- Where there is a discrepancy between amounts in figures and in words, the amount in words will govern.
  - Where is a discrepancy between the unit rate and the line-item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.
  - If a Supplier refuses to accept the correction, his Bid will be rejected.
- 5) For evaluation purposes, the financial proposals SHALL be net of taxes. However, it's the responsibility of the bidders to include (a) all identifiable indirect local taxes in their financial proposals, such as sales taxes, excise taxes, VAT, or other similar charges applicable to contractual invoicing and (b) any additional indirect taxes on remuneration for services offered by non-resident staff in the beneficiary's country. Bidders should clearly breakdown/separate the tax component in their financial proposals to facilitate evaluation of the financial proposals.
- 6) The Incoterms for this tender will be described in the data sheet.

- 7) AWARD OF PURCHASE ORDER. The award will be made to the bidder offering the lowest evaluated price and that meets the required standards of technical and financial capabilities. TMA reserves the right to accept or reject any Bid, and to annul the bidding process and reject all Bids at any time prior to Contract award, without thereby incurring any liability to any Bidder.
- 8) VALIDITY OF THE BID: Your bid should be valid for not less than one hundred and twenty (120) days from the date of submission.
- 9) TMA'S RIGHT TO VARY QUANTITIES AT THE TIME OF AWARD: At the time of award, TMA reserves the right to increase or decrease the quantity of the Goods and Related Services originally specified in the Schedule of Supply, provided this does not exceed 20% of the original quantity and without any change in the unit prices or other terms and conditions of the Bidding document.
- 10) Further information can be obtained from:

TRADEMARK AFRICA  
Procurement Unit  
[procurement@trademarkafrica.com](mailto:procurement@trademarkafrica.com)

All queries quoting the above Tender Title and Number should be emailed to [procurement@trademarkafrica.com](mailto:procurement@trademarkafrica.com).

TMA cannot answer any query relating to this tender seven (7) days or less prior to the submission deadline.

- 11) Under TMA's Policy on Preventing, Detecting and Remediating Fraud and Corruption, bidders shall observe the highest standard of ethics during the procurement and execution of such contracts. TMA will reject a proposal for award, and will impose sanctions on parties involved, if it determines that the bidder recommended for award or any other party, has engaged in corrupt, fraudulent, collusive, or coercive practices in competing for, or in executing, the Contract. This should be read in line with TMA Supplier Code of Conduct.

Sincerely,  
**Head of Procurement,**  
**TRADEMARK AFRICA (TMA)**  
[procurement@trademarkafrica.com](mailto:procurement@trademarkafrica.com)

**DATA SHEET**

<b>ITB</b>	<b>Clause</b>	<b>Description/Details</b>
<b>3</b>	<b>Product Catalogue</b>	Applicable
<b>6</b>	<b>The Incoterms</b>	DDP
<b>8</b>	<b>Validity of The Bid</b>	Amend as appropriate

**I. AGREEMENT**

This CONTRACT AGREEMENT (“Contract”) is made as of the [day] of [month], [year], between, [full legal name of the Implementing Agency] (“TMA”), on the one part, and [full legal name of the Supplier] (“Supplier”), on the other part.

**RECITALS**

WHEREAS:

- (a) TRADEMARK AFRICA (TMA) invited bids for the supply of those goods on the terms and conditions set forth in this Contract and has accepted a bid by the Supplier for Supply and Installation of ICT Infrastructure – Networking and storage equipment for the Kenya Revenue Authority

THEREFORE, the parties hereto agree as follows:

- (b) In consideration of the payments to be made by TMA to the Supplier as set forth in this Contract, the Supplier hereby covenants with TMA to provide the Goods and Related Services and to remedy defects therein in conformity in all respects with the provisions of this Contract.
- (c) Subject to the terms of this Contract, TMA hereby covenants to pay the Supplier in consideration of the provision of the Goods and Related Services and the remedying of defects therein, the Contract Price (as defined below) or such other sum as may become payable under the provisions of this Contract at the times and in the manner prescribed by this Contract.

IN WITNESS whereof the parties hereto have caused this Contract to be executed on the day, month and year first indicated above.

**TRADEMARK AFRICA**

**Supplier: [.....]**

**Name:**

**Name:**

**Position:**

**Position:**

**Signature:.....**

**Signature:.....**

**Date:.....**

**Date:.....**

## II. TERMS AND CONDITIONS OF SUPPLY

Project Name: Supply and Installation of ICT Infrastructure – Networking and storage equipment for the Kenya Revenue Authority

Implementing Agency: TRADEMARK AFRICA

Recipient: TRADEMARK AFRICA and Kenya Revenue Authority (KRA)

Consignee: \_\_\_\_\_ Package No. \_\_\_\_\_

### 1. Schedule for Supply

S. No	Item No	Quantity	Delivery Time

Specify, if applicable:

- Spare Parts
- Tools and Accessories
- Manuals
- Maintenance Requirements

2. Fixed Price: The prices indicated above are firm and fixed and not subject to any adjustment during contract performance.
3. Delivery Schedule: The delivery should be completed as per above schedule but not exceeding four (4) week's from the date of signing of contract.
4. Insurance: The Goods supplied under the Contract shall be fully insured in a freely convertible currency against loss of damage incidental to manufacture or acquisition, transportation, storage and delivery. The insurance shall be in an amount equal to 110 percent of the value of the Goods on from "warehouse "to "warehouse" on "All risks" basis. All risks, meaning the insurance cover shall include all kinds of risks including risks in times of war and strikes.
5. Applicable Law: The Contract shall be interpreted in accordance with the laws of Kenya.
6. Resolution of Disputes: TMA and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute between them under or in connection with the Contract. In the event the dispute remained unresolved between TMA and the Supplier, the

dispute shall be settled by a single person adjudicator to be named and agreed upon by both parties whose decision is final, not appealable and immediately executory.

7. Delivery and Documents: Upon shipment (if applicable) or in case of in-land delivery, the Supplier shall notify TMA and the Insurance Company by e-mail or any expeditious way of delivery, the full details of shipment/delivery of the goods, including purchase order number, description of goods, packing list showing the quantity, the vessel or truck/vehicles, the Forwarding Receipt from freight Company showing full details, port of loading(as applicable) , delivery dates, port of discharge or place of destination and unloading, etc. The Supplier shall mail the following documents to TMA, with a copy to the Insurance Company:
- (i) Copies of the Supplier's invoice showing goods' description, quantity, unit price, and total amount;
  - (ii) Duplicate air/ truck transport document and/ or duplicate of railway transport document(as applicable), and/or duplicate FCR (Forwarders Certificate of Receipt) in 1 Original and 2 Copies marked "Freight Prepaid";
  - (iii) Copies of the packing list identifying contents of each package;
  - (iv) Manufacturer's or supplier's warranty certificate;
  - (v) Certificate of origin;
  - (vi) Certificate of quality.

The above documents shall be received by TMA at least one week before arrival of the goods at the port or place of arrival (as applicable) or destination and, if not received, the Supplier shall be responsible for any consequent expenses.

8. Payment: payments will be made upon presentation of invoice supported by delivery receipts and a certificate of acceptance on the delivered goods and other required supporting documents as appropriate to be made through direct payments in favor of the supplier.
9. Warranty: Goods offered should be covered by manufacturer's warranty for at least 12 months from the date of delivery to TMA. Please specify warranty period and terms in detail.
10. Packaging and Marking Instructions: The Supplier shall provide standard packing of the Goods as required preventing their damage or deterioration during transit to their final destination, as indicated in the Contract.
11. Defects: All defects will be corrected by the Supplier without any cost to TMA within 30 day from the date of notice by TMA. The name and address of service facility where the defects are to be corrected by the supplier within the warranty period are:  
Address \_\_\_\_\_  
\_\_\_\_\_



12. Force Majeure: The supplier shall not be liable for penalties or termination for default if and to the extent that its' delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

For purposes of this clause, "Force Majeure" means an events beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but not restricted to, act of TMA in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

If a Force Majeure situation arises, the Supplier shall promptly notify TMA in writing of such condition and the cause thereof. Unless otherwise directed by TMA in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by Force Majeure event.

13. Required Technical Specifications:

- (i) General Description
- (ii) Specific details and technical standards

Supplier confirms compliance with the specifications [Note: In case of deviations supplier to list all such deviations.]

14. Failure to Perform: TMA may cancel or terminate the Agreement in accordance with the terms and conditions and as described below:

Termination by TMA

Termination for Default:

Without prejudice to any other remedies that may be available to it for breach of this Contract, TMA, upon written notice to the Supplier, may terminate this Contract, in whole or in part, in case of the occurrence of any of the events specified in sub-paragraphs (a) through (f) below:

- (a) If the Supplier, in the judgment of TMA or TMA, fails to perform its obligations relating to the use of funds, termination under this provision shall (i) become effective immediately upon delivery of the notice of termination and (ii) require that the Supplier repay any and all funds so misused within a maximum of thirty (30) days after termination.
- (b) If the Supplier fails to deliver or perform any or all of the Goods or Related Services within the period specified in this Contract, or within any extension thereof granted by TMA. Termination under this provision shall become effective immediately upon the expiration of thirty (30) days after delivery of the notice of termination or such later date as may be specified by TMA. In the event that TMA terminates this Contract in whole or in part, pursuant to this sub-paragraph, TMA may procure, upon such terms and in such manner as it deems appropriate, Goods or

Related Services similar to those undelivered or not performed, and the Supplier shall be liable to TMA for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of this Contract to the extent not terminated.

- (c) If the Supplier does not remedy a failure to perform any of its other obligation under this Contract (other than a failure contemplated by sub-paragraphs (a) or (b) immediately preceding this sub-paragraph) within thirty (30) days after delivery of the notice of termination or within any further period approved in writing by TMA. Termination under this provision shall become effective immediately upon the expiration of the thirty (30) days or such later date as may be specified TMA.
- (d) If, as the result of an event of Force Majeure, the Supplier is unable to perform a material portion of its obligations for a period of not less than sixty (60) days. Termination under this provision shall become effective upon the expiration of thirty (30) days after delivery of the notice of termination or on such later date as may be specified by TMA.
- (e) If the Supplier fails to comply with any final decision reached as a result of arbitration proceedings. Termination under this provision shall become effective upon the expiration of thirty (30) days after delivery of the notice of termination or on such later date as may be specified by TMA.
- (f) If the Supplier (or any Subcontractor or any of their respective personnel), in the judgment of MEA, has, directly or through an agent, engaged in coercive, collusive, corrupt, fraudulent, obstructive, or prohibited practices in competing for or in the performance of this Contract. Termination under this provision shall become effective immediately upon delivery of the notice of termination.

#### Termination for Insolvency

TMA may at any time terminate this Contract by giving notice to the Supplier if the Supplier becomes insolvent or bankrupt, and/or fails to exist or is dissolved. Termination under this provision shall become effective immediately upon delivery of the notice of termination or on such other date as may be specified by TMA in such notice of termination. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to TMA.

#### Termination for Convenience

- (a) TMA, by notice sent to the Supplier, may terminate this Contract, in whole or in part, at any time in its sole discretion for its convenience. The notice of termination shall specify that termination is for TMA's convenience, the extent to which performance of the Supplier under this Contract is terminated, and the date upon which such termination becomes effective.
- (b) In the case of any termination in accordance with the conditions of contract, the Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by TMA at this Contract terms and prices. For the remaining Goods, TMA may elect:

- To have any portion completed and delivered at the terms and prices set forth in this Contract; and/or
- To cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

Suspension or Termination Related to the Funding or Applicable Law

- (a) TMA, by notice sent to the Supplier, may suspend or terminate this Contract, in whole or in part, if the funding expires, is suspended or terminates in whole or in part in accordance with the terms of the funding. Suspension or termination under this provision shall become effective immediately upon delivery of the notice of suspension or termination, as the case may be, in accordance with the terms of the notice. If this Contract is suspended the Supplier has an obligation to mitigate all expenses, damages and losses to TMA during the period of the suspension.
- (b) TMA, by notice sent to the Supplier, may suspend or terminate this Contract, in whole or in part, if suspension or termination is permitted under Applicable Law. Suspension or termination under this provision shall become effective immediately upon delivery of the notice of suspension or termination, as the case may be, in accordance with the terms of the notice. If this Contract is suspended the Supplier has an obligation to mitigate all expenses, damages and losses to TMA during the period of the suspension.

### Liquidated Damages

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

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

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

### III. Bid Submission Form

*[The Bidder shall complete this form in accordance with the instructions indicated. No alterations to its format shall be permitted and no substitutions shall be accepted].*

**Reference No:** PRQ20240162

**Bid Ref:** Supply and Installation of ICT Infrastructure for Kenya Revenue Authority

We, the undersigned, declare that:

- a) We have examined and have no reservations to the Bidding Document.
- b) We offer to supply in conformity with the Bidding Document and in accordance with the Delivery Schedules specified in Schedule of Requirements.
- c) The total lump-sum price of our Bid, excluding any discounts offered in item (d) below is: ..... *[insert the total Bid price in words and figures, including the various amounts and respective currencies]* inclusive of all applicable duties and taxes.
- d) The discounts offered and the methodology for their application are:
  - (i) Discounts: If our Bid is accepted, the following discounts shall apply. *[Specify in detail each discount offered and the specific item of Schedule of Requirements to which it applies]*.
  - (ii) Methodology of Application of the Discounts: The discounts shall be applied using the following: *[Specify in detail the method that shall be used to apply the discount]*
- e) Our Bid shall be valid from the date fixed for the Bid submission deadline in accordance with this **IFB**, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- f) We, including any Subcontractors or sub-suppliers for any part of the Contract, have nationalities from eligible countries *[Insert the nationality of the Bidder, including that of all parties that comprise the Bidder, if the Bidder is a joint venture, and the nationality of each Subcontractor and supplier]*.
- g) We are aware of, and will comply with, the rules on prohibited activities, restricted parties and eligibility requirements of prohibited source provisions in accordance with applicable law, regulations and policy.
- h) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the Bid process or execution of the Contract: *[Insert complete name of each recipient, its full address,*

*the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*

Name of Recipient	Address	Reason	Amount

(If none has been paid or is to be paid, indicate "none.")

- i) We understand that this Bid, together with your written acceptance thereof included in your Notification of Award, shall constitute a binding contract between us, until a formal Contract is prepared and executed.
- j) We understand that you are not bound to accept the lowest evaluated Bid or any other Bid that you may receive.

Signed by:

Name:

In the capacity of:

Duly authorized to sign on behalf of:

Date:

Email address:

## SECTION I - TECHNICAL SPECIFICATIONS

### TERMS OF REFERENCE AND TECHNICAL SPECIFICATIONS

#### Supply and Installation of ICT Infrastructure for Kenya Revenue Authority

##### 1. Background

###### Kenya Revenue Authority

The Kenya Revenue Authority (KRA) is the government agency responsible for the assessment, collection, and management of revenue on behalf of the Kenyan government. Tasked with ensuring compliance with tax laws, customs regulations, and other revenue-related statutes, KRA plays a pivotal role in generating the necessary funds to finance public services and development projects. Through its multifaceted operations, KRA contributes significantly to the country's fiscal sustainability and socioeconomic progress, fostering a robust financial ecosystem for the nation.

The Customs and Border Control Department of the Kenya Revenue Authority (KRA) is a vital component of the organization responsible for facilitating international trade while ensuring compliance with customs laws and regulations. This department oversees the assessment and collection of import and export duties, excise taxes, and other levies on goods crossing the Kenyan borders. It plays a pivotal role in promoting fair trade practices, preventing smuggling, and safeguarding national security through effective border controls.

###### TradeMark Africa (TMA)

TradeMark Africa (TMA), formerly TradeMark East Africa, is a leading African Aid-for-Trade organisation that was established in 2010, with the aim to grow intra-African trade and increase Africa's share in global trade, while helping make trade more pro-poor and more environmentally sustainable.

TMA operates on a not-for-profit basis and is funded by: Belgium, the Bill and Melinda Gates Foundation, Canada, Denmark, the European Union, Finland, France, Ireland, the MasterCard Foundation, the Netherlands, Norway, the United Kingdom and the United States of America. TMA works closely with regional and continental inter-governmental organisations, national Governments, the private sector, and civil society.

Since its inception, TMA has delivered substantial gains for trade and regional economic integration in East Africa and the Horn of Africa, including a reduction of 16.5% in cargo transit times on the Northern Corridor from Mombasa to Bujumbura, and a reduction of an average of 70% in the time taken to cross selected one stop border posts. TMA officially launched its continental-wide shift and rebrand in West Africa in January 2023, with Ghana being the first country of operations in the region.

In 2022, TMA set up a catalytic finance company – Trade Catalyst Africa – that will pilot commercially viable projects for creating trade infrastructure (both physical and digital) as well as increasing access to Trade Finance for Small and Medium Enterprises (SMEs).

Both TCA's and TMA's headquarters are in Nairobi, Kenya. Offices are in: EAC Secretariat - Arusha, Burundi, the Democratic Republic of Congo, Djibouti, Ethiopia, Ghana, Malawi, Rwanda, Somaliland, Tanzania, and Uganda, with operations in Mozambique, South Sudan and Zambia. For more information, please visit [www.trademarkafrica.com](http://www.trademarkafrica.com)

## **Project Background**

### **a) Self-Managed Bonded Warehouse**

The vision of the initiative is to establish a network of self-managed bonded warehouses that serve as secure, efficient, and cost-effective hubs for the storage and management of imported goods, facilitating seamless trade and logistics operations.

This aims to:

1. **Enhance Security:** Implement state-of-the-art security systems to safeguard goods and ensure compliance with customs regulations.
2. **Improve Efficiency:** Streamline warehouse operations using advanced inventory management software to reduce processing times and increase turnover.
3. **Cost Reduction:** Optimize storage solutions and handling procedures to minimize costs for importers and exporters.
4. **Regulatory Compliance:** Ensure all warehousing activities adhere to customs laws and international trade agreements.
5. **Expand Capacity:** Increase the storage capacity to accommodate growing trade volumes and support economic expansion.

### **b) Self-Clear Solution for Small Scale Traders**

In order to simplify the process for the importers, KRA proposes to extend the following facilitation:

1. Enable the importers to submit their own simplified declarations.
2. Implement a simplified solution to facilitate the importers submit their declarations through their phones.
3. Enable the importers to pay taxes through Mobile Payment Platforms.
4. Enable consolidators to capture IDFs for the importers.

## **2. Objectives**

TMA intends to upgrade the KRA ICT infrastructure for hosting the suite of systems under Self-Managed Bonded Warehouse and Self-Clear solution for small scale traders; and will be contracting a firm mainly to supply and setup the hardware infrastructure as per the specifications provided.

## **3. Recipient**

The direct recipients of this service will be: -

3. Kenya Revenue Authority
4. TradeMark Africa.



#### **4. Deliverables**

The contracted firm will be expected to deliver:

1. Supply of all the equipment as per the annex attached to KRA's data center in Nairobi, Kenya.
2. Professional setup and installation of the hardware as per international practice and standards.
3. Provide required training to KRA technical staff on operation, support and maintenance of supplied hardware and software.
4. Provide maintenance services based on the signed off implementation plan. This will be in line with standardized care park recommended by manufacturers.

#### **5. Timeframe**

The assignment will take a maximum of 60 days from the date of signing the contract.

#### **6. Considerations**

1. The deliverables listed in this assignment shall be domiciled at KRA's data center in Nairobi.
2. The supplied hardware and software shall be subject to confirmation on delivery at KRA data center. Any costs incurred in failing to supply or meet the expected items and specifications shall be that of the contracted firm.
3. The deliverables listed in the assignment shall be subjected to sign-off by the respective lead persons in TMA and KRA. All necessary documentations have to be provided for each deliverable.
4. A bidder is allowed to propose superior specifications or versions to the hardware and software items listed. This shall however be subjected to the maximum allocated budget for this assignment.
5. Ownership of the supplied hardware and software is STRICTLY the client. This rule shall apply in installation and configuration of the hardware and software items.

#### **7. Reporting/Coordination**

The lead person in the team of experts involved in this assignment will be reporting to:

1. KRA designated Project Lead
2. TMA designated Project Lead

#### **8. Qualifications**

The firm undertaking this assignment MUST:

1. Be an authorized supplier of the specified equipment. A manufacturer authorization form must be provided as proof.
2. Propose certified Engineers/Experts for the proposed equipment.
3. Demonstrate experience in previously executing projects of a similar scale in the last 3 years. Copies of proof i.e. letter of award and assignment completion MUST be provided.

***N.B:** The bid shall be assessed on Qualification aspects highlighted above as well as responsiveness/compliance to the technical bid submission form in Appendix A below.*

**Appendix A: TECHNICAL BID COMPLIANCE SHEET**

**1. Mandatory Requirements**

<b>Criteria</b>	<b>C (Complied)/ NC (Not Complied)</b>
1. Be an authorized supplier of the specified equipment. A manufacturer authorization form must be provided as proof.	C/NC
2. Propose certified Engineers/Experts for the proposed equipment.	C/NC
3. Demonstrate experience in previously executing at least two projects of a similar scale in the last 5 years. Copies of proof i.e. letter of award and assignment completion <b>MUST</b> be provided.	C/NC

***NB:** To proceed to Section B, Bidder **MUST** be deemed to be compliant in all the above stated criteria.*

**2. Technical Specification Compliance.**

- Bidders are required to fill the table below to respond and provide detailed product catalogue, where applicable, of proposed brand and model.
- The technical specifications also serve as the evaluation criteria.
- Bidders **MUST** provide a substantive response for all features of their proposed product. Use of ‘YES’, ‘NO’, ‘Tick’, ‘Compliant’ or non-descriptive responses will be considered non-responsive. Provision of filling in the compliance sheets shall **NOT** be assumed to indicate compliance of the items listed in this bid. The bidder **MUST** explicitly indicate the technical specification they propose to supply in their submission to be considered as responsive.
- Bidders **MUST** provide specifications for **items** as listed below and only bidders who qualify for technical evaluation shall then be assessed on price. Award will be made to the bidder offering the lowest evaluated price and that meets the required standards of technical and financial capabilities.
- Only bidders who are found to be compliant in all items will proceed to the financial evaluation stage.

**ANNEX 1: Hardware and Software Specifications**

**1. Requirements Summary**

A summary of the hardware components is provided below:

LOT	Item No	Component	Quantity	Comments
Lot 1	1.	Blade Servers	8	The blade servers will provide compute resources for running the application and database services.
	2.	Blade Chassis	1	The blade chassis will be used to provide an enclosure for the 8 blade servers while also providing switching capabilities for connectivity to the core data centre networks.
Lot 2	1.	Artificial Intelligence/ Machine Learning Servers	4	The AI/ML servers will be used to provide compute resources to facilitate development of machine learning models for use in both solutions.
Lot 3	1.	Storage Upgrade	2	The storage upgrade will be provide additional storage capacity to enable storage of data as part of the operations of the solution.
Lot 4	1.	Storage Area Network Switch Modules	4	The SAN switch modules will be used to provide additional connectivity capability on the already existing Storage Area networks.

Bidders are required to bid per Lot in which they qualify, to proceed to financials bidders should comply to the technical specifications specified below.

## 2. Technical Specifications

### 2.1. Blade Centre Servers

Item	Feature	Minimum Specification
1.	Brand and Model	Mature internationally recognized brand, in existence for at least 10 years (bidder must specify brand, model and series). The solution components <b>MUST NOT</b> be a product that has/is reaching end of life support/end of sale in 5 years' time
2.	Form Factor	Modular blade server or compute SLED

3.	Processors	The blade server should be installed with at least 2 (two) 5th Gen Intel Xeon-Gold 65xx Scalable processors, with 2.8 GHz speed and at least 24 cores per processor
4.	Memory	The blade server must be installed with a minimum memory of 2.5 TB
5.	Hard Drives	The system must be installed with at least 2 (two) 1TB SSDs for internal storage.
6.	Raid Controller:	The blade server must be installed with a RAID controller that supports RAID 0, 1, 5 and 10
7.	Server I/O	The blade server must support redundant I/O using internal mezzanine cards with a minimum throughput of 2 x 126 Gbps per blade.
8.	Ethernet Network Interfaces	The blade server should have at least 4 x 25GB Ethernet interfaces. Each of the 4 network interfaces should have redundancy to ensure upstream connectivity via a redundant blade uplink Ethernet switch
9.	Fiber Channel Interfaces	The blade server should have at least 2 x 16/32G fiber channel interfaces. The fiber channel card should be redundant to enable upstream connectivity via a redundant blade uplink FC switch.
10.	Operating System	Should Support at least Microsoft windows Server 2019, Red Hat Linux 9, SuSE Linux, Microsoft Hyper-V, VMware ESXi 8
11.	Server Management:	It should have Embedded server management system to provide a single point of management for the entire solution (chassis, blades, interconnects and I/O modules) from a single pane. It should provide all configuration management, monitoring and reporting tasks.
		Should support industry standard management interfaces of IPMI and SNMP
12.	Professional Services	OEM led professional services to facilitate the design and implementation of the servers.
13.	Training	OEM led training for 20 staff at authorized and accredited OEM training partners.
14.	Software Licenses	<ul style="list-style-type: none"> <li>Each blade server should be supplied with the licenses for the latest version of VMware vSphere ESXi.</li> <li>Provide licenses for 100 RHEL virtual Machines</li> </ul>

15.	Support and Warranty:	<p>At least 3 years on parts, labour and software</p> <p>In addition, the equipment MUST include the manufacturer’s premier technical support services including Accelerated hardware replacement options, Operating system updates, Access to Manufacturer’s technical assistance team, online troubleshooting / support tools and proactive problem diagnosis services.</p>
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**1.1. Blade Centre Chassis**

Item	Feature	Minimum Specification
1.	Brand and Model	Mature internationally recognized brand, in existence for at least 10 years (bidder must specify brand, model and series). The solution components <b>MUST NOT</b> be a product that has/is reaching end of life support/end of sale in 5 years’ time
2.	Ethernet Uplink Connectivity.	The blade chassis should be configured with at least two Ethernet upstream switches for redundancy
3.	Ethernet Uplink throughput	Each Ethernet upstream switch should support at least 2 x 100GbE upstream connectivity
4.	Ethernet Uplink connectivity port count	Each Ethernet upstream switch should support at least 8 uplink ports
5.	Fiber Channel Uplink Connectivity.	The blade chassis should be configured with at least two Fiber channel upstream switches for redundancy
6.	Fiber Channel Uplink throughput	Each fiber channel upstream switch support at least 2 x 128GB fiber channel upstream connectivity
7.	Blade Chassis	The chassis should have fully redundant N+1 power supplies, I/O and embedded management modules
8.	Server Management	The blade chassis should have an embedded server management system to provide a single point of management for the entire solution (chassis, blades, interconnects and I/O modules) from a single pane.
		It should provide all configuration management, monitoring and reporting tasks.

		Should support industry standard management interfaces of IPMI and SNMP
9.	Support and Warranty:	At least 3 years on parts, labour and software  In addition, the equipment MUST include the manufacturer's premier technical support services including: Accelerated hardware replacement options, Operating system updates, Access to Manufacturer's technical assistance team, online troubleshooting / support tools and proactive problem diagnosis services.
10.	Training	OEM led training for 20 staff at authorized and accredited OEM training partners.
11.	Professional Services	OEM led professional services to facilitate the design and implementation of the servers.

### 1.1. Rack Mounted High Performance AI/ML Servers

Item No	Feature	Minimum Specification
1.	Brand & Model	Mature internationally recognized brand, in existence for at least 10 years (bidder must specify brand, model and series). The solution components <b>MUST NOT</b> be a product that has/is reaching end of life support/end of sale in 5 years' time
2.	Form Factor	Rack Mountable server with full mounting kits and accessories.
3.	Processors	The server should be supplied with at least 2 x 5 <sup>th</sup> Generation Intel Xeon Gold 65xx Scalable processors with a minimum of 24 cores per processor.
4.	GPU	8 x NVIDIA HGX H100 80GB 700W SXM5 GPUs
5.	Memory	The servers must:  Support registered ECC DDR5 DIMMS
		At minimum the servers must be supplied with at least 4TB RAM.
6.	Hard Drives	The system must be supplied with:
		At least E3.S NVMe direct drives with a total capacity of 120 TB
		The drives should be hot swappable and provide the necessary redundancy

7.	Storage Controller :	At least Integrated 6Gbps SAS hardware RAID 0, 1, 5 and 10 and 60. Raid controller should support online capacity expansion and data scrubbing as well. Should enable Write-back, write-through, always write-back, no read-ahead
8.	Network Interface:	4 x 25 Gigabit Ethernet ports with full duplex /TCP/IP Offload Engine (TOE).
9.	Security	The servers should have the following security features enabled: <ul style="list-style-type: none"> <li>• Cryptographically signed firmware</li> <li>• Data at Rest Encryption</li> <li>• Secure Boot</li> <li>• TPM 2.0 FIPS, CC-TCG certified,</li> <li>• Secure Erase</li> <li>• Secured Component Verification</li> </ul>
10.	Expansion Slots	At least 8 x16 Gen5 PCIe
11.	IO Ports	At least 2 x VGA Port, at least 1 x USB 3.0 Slots, at least 2 x USB 2.0
12.	Server Management	It should have embedded server management system to provide a single point of management for the entire solution from a single pane. It should provide all configuration management, monitoring and reporting tasks.  Should support industry standard management interfaces of IPMI and SNMP
13.	Operating System	Should Support at least Microsoft windows server 2019, Red Hat Linux 9, Suse Linux 15, Microsoft Hyper-V, VMware ESX 8 and
14.	Power Supply	The chassis should have fully redundant N+1 power supplies.
15.	Support and Warranty:	At least 3 years on parts, labour and software. In addition, the equipment MUST include the manufacturer's premier technical support services including:  Accelerated hardware replacement options, Operating system updates, Access to Manufacturer's technical assistance team, online troubleshooting / support tools and proactive problem diagnosis services
16.	Delivery Period	Preferred delivery lead time is 6 weeks
17.	Professional Services	OEM led professional services to facilitate the design and implementation of the servers.

18.	Training	OEM led training for 20 staff at authorized and accredited OEM training partners.
19.	Software Licenses	<ul style="list-style-type: none"> <li>The servers should be supplied with the licenses for the latest version of VMware vSphere ESXi</li> <li>Provide licenses for 100 RHEL virtual Machines</li> </ul>

#### 2.4. 80TB Disk Upgrade for Dell EMC PowerStore 5000T

Item No	Feature	Minimum Specification
1.	Storage System to be upgraded	Dell EMC PowerStore 5000T
2.	Disk brand & model	Disks Compatible with Dell EMC PowerStore 5000T
3.	Useable Capacity Required	At least 80 TB.
4.	Disk configuration and distribution	8 x 2.5 NVME SED SSD 15.36TB UG
5.	RAID Protection	Disk setup should be in RAID 6+2 configuration
6.	Accessories	All the necessary SFP's, SAS cables and power cords should be included
7.	End of life end of support	Proposed disks and modules should have ProSupport and 4Hr Mission Critical backline support for replacements of parts and disks and should not be end of life for at least the next 3 years
8.	Warranty	Warranty and partner/OEM onsite support and deployment services for hardware components – at least 3 years.

#### 1.1. Upgrade for CISCO MDS 9132T SAN Switch

Item No	Feature	Minimum Specification
1.	SAN Switch to be upgraded	Cisco MDS 9132T



2.	Expansion Module	Cisco MDS 9132T 32-Gbps 16-Port fiber channel port expansion module
3.	No of Modules	1
4.	No of ports per module	16
5.	Fiber Channel ports	16 active ports with 32gb/sec transceivers
6.	Performance	Port speed: 4/8/16/32-Gbps autosensing with 32 Gbps of dedicated bandwidth per port
7.	Accessories	All the necessary SFP's, SAS cables and power cords should be included. 32 Qty 5M OM4 LC-LC cables
8.	End of life end of support	The proposed module and transceivers should have ProSupport and 4Hr Mission Critical backline support for replacements of parts and should not be end of life for at least the next 3 years
9.	Warranty	Warranty and partner/OEM onsite support and deployment services for hardware components – at least 3 years.

**TRADEMARK AFRICA**

**AUGUST 2024**

## RESPONDING FORMAT

The response to the RFP **MUST** be presented in the following format. The max no. of pages **MUST** be adhered to.

Proposal Section	
Table of Content (with active links to respective pages)	
Executive Summary	
Introduction	
Part 1	Firm Experience
Part 2	Technical proposal
	Annex 1: Hardware and software datasheets
<b>Max. no of pages 150.</b>	

**ANNEX 1: CONTRACT [This is for information purposes only]**

**[INSERT APPROPRIATE LOGO]**

**CONTRACT TITLE:** **[INSERT]**

**CONTRACT REFERENCE:** **[INSERT]**

**CONTRACT FOR:** **[INSERT]**

**PRODUCTS TO BE PROVIDED:** **[INSERT]**

**CLIENT:** **[INSERT]**

**CONTRACTUAL PARTNER:** **[INSERT]**

**SUPPLIER:** **[INSERT]**

**AMOUNT:** **[USD \$ [INSERT] (UNITED STATES DOLLARS)]**

**SOURCE OF FUNDING:** TRADEMARK AFRICA (TMA)

**DELIVERY:** WITHIN **4 WEEKS** FROM THE DATE OF SIGNATURE OF THIS AGREEMENT.

**DELIVERY LOCATION:** **[INSERT]**

## SECTION 1

### GENERAL CONDITIONS OF CONTRACT

#### Definitions

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

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

This is an Agreement between [INSERT SUPPLIER NAME], having its principal place of business located at. (Hereinafter called the “Supplier”) and “TRADEMARK AFRICA”, having its principal place of business located at Fidelity Insurance Centre, 2<sup>nd</sup> Floor, Off Waiyaki way, PO Box 313-00606, Nairobi, Kenya.; (hereinafter called the “Financier”) to supply the designated equipment to [Kenya Revenue Authority] (hereinafter called the “Client”).

The terms of the agreement are as follows:

## **Article 1: PURPOSE AND PRINCIPLES OF THE AGREEMENT**

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

The Supplier undertakes to deliver to the Client the products in accordance with their bid thereof. Having accepted the offer made by the Supplier, TMA agrees to pay the former a total price of [INSERT AMOUNT IN WORDS & FIGURES] inclusive of transport, installation costs and all applicable taxes.

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

### **1. Standards**

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

### **2. Enforceability of the Contract**

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

### **3. Use of Contract Documents and Information**

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

### **4. Patent Rights**

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

### **5. Performance Security**

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

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

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

## **6. Inspection and Tests**

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

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

## **7. Prices**

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

## **8. Assignment**

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

## **9. Subcontracts**

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

## **10. Duration**

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

## **11. Termination**

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

## **12. Delivery and Reception**

The Supplier is responsible for delivering the products specified in Section 4. The products must be delivered within **6 weeks** from contract signing.

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

## **13. Payment**

All invoices will be in United States Dollars addressed to TMA. Payment schedule will be as outlined in Section 4 of this Contract.

## **14. Performance Bond**

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

## **15. Supplier Equipment**

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

## **16. Insurance**

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

## **17. Invoicing**

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

## **18. Liquidated Damages**

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

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

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

## **19. Bankruptcy**

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

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

## **20. Force Majeure**

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

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

## **21. Full Agreement**

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

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

## **22. Limitation**

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



### **23. Applicable Law and Language**

The language of the contract and the applicable law governing the contract shall be English and the Laws of **[INSERT]** respectively unless otherwise stated.

### **24. Dispute Resolution**

TMA and the Supplier shall make every effort to resolve amicably by direct informal negotiation and disagreement or dispute arising between them under or in connection with the contract if, after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute, either party may require adjudication in an agreed national or international forum, and/or international arbitration. Unless settled amicably, any dispute, controversy or claim arising out of or relating to this contract, including its formation, its interpretation or the breach, termination or invalidity thereof shall be settled by arbitration in accordance with the laws of **[INSERT]** as presently in force.

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

### **25. Joint venture, Consortium or Association**

If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfilment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser.

### **26. Taxes and Duties**

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

### **27. Risk and Title**

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

### **28. Confidentiality**

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

### **29. Warranty**

a) The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract.

- b) The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the Purchaser's specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.
- c) This warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract or any other time period indicated in the SCC.
- d) TMA shall promptly notify the Supplier in writing of any claims arising under this warranty.
- e) Upon receipt of such Notice, the Supplier shall, within 21 days, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.
- f) If the Supplier, having been notified, fails to remedy the defect(s) within, 21 days, TMA may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which TMA may have against the Supplier under the Contract.
- g) Delays in remedial action beyond 21 days shall be subject to liquidated damages at the rate in this contract without prejudice to any other rights or remedies, which the Purchaser may have against the Supplier under the Contract.

### **30. Extension of Time**

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

### **31. Transportation**

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

### **32. Effective Date of the Contract**

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

**Supplier**

**Financier**

**Name:**

**Name: Joe Namwaya**

**Position:**

**Position: Head of Procurement**

**Signature:.....**

**Signature:.....**

**Date:.....**

**Date:.....**

**For and on behalf of XXXXXXXXXXXXXXXX**

**For and on behalf of TRADEMARK AFRICA**

## SECTION 2

### SPECIAL CONDITIONS OF CONTRACT

#### 1. Notes on Special Conditions of Contract

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

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

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

Special conditions of contract as relates to the GCC

REFERENCE OF GCC	SPECIAL CONDITIONS OF CONTRACT
Clause 5 – Performance Security	N/A
Clause 14 – Performance Bond	N/A
Clause 31 - Transportation	Delivered Duty Paid (DDP): The seller assumes all the risks and costs of transport (export fees, carriage, insurance, and destination port charges, and delivery to the final destination) and pays any import customs/duty.

**SECTION 3**

**PRICE SCHEDULE FOR GOODS**

The following table includes core product specifications. Other detailed specifications in your offer as accepted must be considered as an integral part of the contract.

	<b>Item</b>	<b>Description</b>	<b>Qty</b>	<b>Unit Selling (\$)</b>	<b>Total Price (\$)</b>
<b>Sub Total</b>					
<b>VAT</b>					
<b>Total Costs</b>					

**NOTE:**

- In case of discrepancy between unit price and total, the unit price shall prevail.
- **Prices indicated in the above table include VAT and other applicable duties/taxes**



## TRADEMARK AFRICA

### SUPPLIER CODE OF CONDUCT

Control Version	2.0
Date Published	08.02.2023
Sections changed	
Signed	

## DEFINITIONS

The following definitions have been adopted throughout this TMA Supplier Code of Conduct:

- a. A “corrupt practice” is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party.
- b. A “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation.
- c. A “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party.
- d. A “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party.
- e. An “obstructive practice” is deliberately destroying, falsifying, altering or concealing of evidence which is material to a TMA investigation or making false statements to investigators in order to materially impede a TMA investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to an investigation or from pursuing an investigation, or acts intended to materially impede the exercise of TMA’s contractual rights of audit or access to information.
- f. “ESS” – Environmental and Social Safeguards.
- g. “ESIA” – Environmental and Social Impact Assessment.
- h. “ESSMP” – Environmental and Social Safeguards Management Plan.
- i. “Gender mainstreaming” is the process of assessing the implications for women and men of any planned action, including legislation, policies or programmes, in all areas and at all levels. It is a strategy for making humankind concerns and experiences an integral dimension of the design, implementation, monitoring and evaluation of policies and programmes in all political, economic and societal spheres so that both genders benefit equally, and inequality is not perpetuated. The ultimate goal is to achieve gender equality.
- j. “Gift” is a tangible item presented to a party to impress, appreciate, solicit or manage a relationship.
- k. “GRM” – Grievance Redress Mechanism, is a system of policy and processes designed to receive and manage, on a confidential basis, any and all grievances received in connection with a contract for the provision of services or works.
- l. “Hospitality” is an intangible item presented to a party to impress, appreciate, solicit or manage a relationship.
- m. “PAP” – Project Affected Persons are individuals and/or communities living and/or working at or close to a project site who may be affected either directly or indirectly by the activities at the project site.
- n. “Recipient” is any individual, firm, organisation, Non-Governmental Organisation, Private Sector Organisation or Civil Society Organisation or any partner that works with TMA and/or receives TMA funding either through a contract or a grant.
- o. “Supplier” shall include contractors and subcontractors.

- p. "Terrorism" is any criminal act, including against civilians, committed with the intent to cause death or serious bodily injury, or taking of hostages, with the purpose to provoke a state of terror in the public or in a group of persons or particular persons, intimidate a population or compel a government or an international organisation to do or to abstain from doing any act.
- q. "Value for Money" is defined by TMA as achieving economy, efficiency, effectiveness, and equity in the use of its resources.
- r. "Whistleblowing" is an act of reporting an activity deemed to be illegal or unethical.



## Preamble

TradeMark Africa (TMA), formerly TradeMark East Africa), is an Aid-for-Trade organisation that was established in 2010, with the aim of growing prosperity through increased trade. TMA operates on a not-for-profit basis and is funded by: Belgium, the Bill and Melinda Gates Foundation, Canada, Denmark, the European Union, Finland, France, Ireland, the Netherlands, Norway, the United Kingdom and the United States of America. TMA works closely with regional intergovernmental organisations, including the African Union (AU), the African Continental Free Trade Area (AfCFTA) Secretariat, the East Africa Community (EAC), the Intergovernmental Authority on Development (IGAD), the Common Market for East and Southern Africa (COMESA), the Southern Africa Customs Union (SACU), national Governments, the private sector and civil society organisations.

The first two strategic periods of TMA (2010-2023) have contributed to substantial gains for trade and regional integration in East Africa and the Horn of Africa in terms of decreased cargo transit times (reduction of 16.5% on the Northern Corridor from Mombasa to Bujumbura), improved border efficiency (the time to cross targeted one stop border posts has been reduced by an average of 70%), and reduced barriers to trade. The continental-wide shift and rebrand to TMA was officially launched in West Africa in January 2023, with Ghana being the first country of operations in the region. While continuing to leverage our core expertise in trade facilitation, we will evolve our focus to harness the potential of digitalisation, support African exporters to pioneer low carbon trade, address the core trade factors behind food security and promote inclusive trade. By increasing trade volumes, and enhancing the sustainability and inclusiveness of trade, we aim to deliver large-scale job creation, poverty reduction and enhanced economic growth.

In 2022, TMA set up a catalytic finance fund, Trade Catalyst Africa (TCA), that will pilot commercially viable projects for creating trade infrastructure (both physical and digital) as well as increasing access to Trade Finance for Small and Medium Enterprises (SMEs). TMA's headquarters are in Nairobi, Kenya. Operations and offices are in: EAC Secretariat - Arusha, Burundi, the Democratic Republic of Congo, Djibouti, Ethiopia, Ghana, Malawi, Mozambique, Rwanda, Somaliland, South Sudan, Tanzania, Kenya, and Zambia. For more information, please visit [www.trademarkafrica.com](http://www.trademarkafrica.com)

## Overview

- a) TMA's success depends on its reputation, integrity, openness, and respect for others. The trust and confidence of those with whom we deal is therefore essential. We treat our stakeholders with respect, honesty and fairness. We recognise our obligations to all those with whom we have a direct relationship such as donors, staff, service providers, contractors and suppliers, the private sector in general, governments, civil society and the wider community.
- b) This TMA Supplier Code of Conduct ("the Code") sets out the minimum requirements and standards expected from all suppliers, tenderers, and sub-contractors, when delivering projects and programmes. The Code covers areas that are central to a procurement and supply process such as value for money and governance, ethical behaviour and transparency, delivery chain

management, observance of human rights, environmental and social safeguarding, organised crime, and security. It also covers employment of forced and/or child labour, fraud and corruption, gifts and hospitality. The Code replaces the previous Code of Ethics, Fair Price declaration, the Anti-Terrorism and Anti-Organised Crime declarations that all TMA suppliers were required to sign.

- c) Furthermore, the Code sets out the overarching principles for tenderers, suppliers and sub-contractors when doing business with TMA requiring them to:
  - Act responsibly and with integrity;
  - Be transparent and accountable;
  - Seek to improve value for money; and
  - Demonstrate commitment to poverty reduction and TMA priorities.
- d) TMA requires that all tenderers, suppliers and sub-contractors, along with their respective staff, comply with the requirements and standards contained in the Code as applicable.
- e) Failure by a tenderer, supplier and/or their sub-contractors to comply with the provisions of the Code may disqualify and/or debar the supplier and/or sub-contractor from being eligible for TMA contracts and may result in a contract being terminated.
- f) For each separate procurement process, each tenderer must initial each page and sign the final page of the Code to signify that they have read, understood, will comply with, and will put into practice the content of the Code.
- g) In signing the Code, tenderers and suppliers accept that TMA or its appointed agents may undertake any checks it deems fit to ensure all reasonable measures have been taken to achieve compliance with the Code.
- h) TMA aims to create a culture in which it is normal for suppliers to 'do the right thing' and to voice genuinely held concerns about behaviour or decisions that they perceive to be unethical. Any concerns should be directed to TMA's independent whistleblowing channels as described in this document, and/or to the whistleblowing mechanisms of any of TMA's donors, the contact details of which can be found on their respective official websites.

## **Code of Conduct**

### 3.1 Value for Money and Compliance

TMA suppliers shall,

- a) Propose a price for the goods, works, or services which is fair, economical, and in line with market rates.
- b) Work with TMA in a transparent manner to enable scrutiny of value for money throughout the life of the contract.
- c) Undertake the contract in strict adherence to and compliance with all relevant national and international anti-fraud, anti-bribery and corruption legislation.
- d) Undertake the contract in strict adherence to and compliance with all relevant national and international tax legislation. TMA suppliers/contractors and subcontractors shall not engage in tax evasion schemes.
- e) Permit TMA the right to inspect company financial and other records pertaining to the delivery of the TMA-financed contract to ensure adherence to the Code.

### 3.2 Ethical Behaviour and Transparency

TMA suppliers shall,

- a) Maintain the confidentiality of all TMA tender and contract related information coming into their possession.
- b) Take all appropriate measures to prevent corrupt, fraudulent, collusive, coercive and obstructive practices in connection with the use of TMA funds, including, but not limited to:
  - i. Adopting appropriate fiduciary and administrative practices and institutional arrangements to ensure that the funds are used only for the purposes for which they were intended, and
  - ii. Ensuring that all its representatives involved in the project, and all recipients of funds with which it enters into an agreement related to the project, receive a copy of this document and are made aware of its contents.
- c) Immediately, and in any case within 24 hours, report to TMA any suspicions or allegations of fraud, corruption, bribery, or harassment, and cooperate fully with representatives of TMA or its appointed agent in any investigation into those suspicions or allegations.
- d) Acknowledge and accept that if TMA determines that any person or entity receiving its funds has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, it may suspend further funding/disbursement/payment and pursue appropriate legal action against the person or entity engaging in such activity.
- e) Acknowledge and accept that TMA reserves the right to demand a refund and may immediately terminate any contract in place and may also hand over any reports from any investigations to the Police and/or criminal investigation body to proceed with prosecution.
- f) Acknowledge and accept that TMA shall reject a proposal or shall terminate a contract and/or not make any payments under the contract if it determines that representatives of the supplier, sub-

contractor and/or beneficiary engaged in corrupt, fraudulent, collusive, coercive or obstructive practices during either the procurement or the execution of that contract.

- g) Acknowledge and accept that if TMA is satisfied that a supplier has misrepresented information in their bid, receives confirmation from a referee that an assignment was not undertaken satisfactorily, or becomes aware of litigation that was not disclosed in the submitted bid, TMA shall reject the bid or terminate the contract immediately at any point without incurring any liability whatsoever.
- h) Acknowledge and accept that TMA, at its own discretion, may decide to debar a supplier from current and future tendering opportunities in line with the TMA debarment policy, where there is demonstrable evidence of: (i) The supplier undertaking unethical, illegal, corrupt, or fraudulent activities in connection with a TMA contract or a TMA-funded contract; (ii) Persistent poor performance by the supplier under a TMA contract or a TMA-funded contract in terms of quality of work or goods delivered, including consistently late delivery; (iii) Poor quality adherence and/or delivery of Environmental and Social Safeguards measures; or (iv) Debarment of a supplier by a TMA donor, the World Bank, or a Government with whom TMA has a Memorandum of Understanding.

### 3.3 Gifts and Hospitality

TMA suppliers shall,

- a) Not offer any member of staff of TMA, Board of Directors, or Council member any gifts, gratuities, or hospitality worth more than \$50.
- b) Acknowledge and accept that if an offer of gifts, gratuities or hospitality worth more than \$50 is made by a supplier, TMA may reject the bid or terminate the contract immediately at any point without incurring any liability whatsoever.

### 3.4 Whistleblowing

TMA suppliers shall,

- a) Acknowledge and accept that TMA has zero tolerance of fraud, corruption, misconduct (including harassment) and has implemented a fraud prevention policy.
- b) Acknowledge and accept that if they have concerns about unethical behaviour at TMA, have been asked for a bribe in connection with TMA business, or have suspicions about the theft of TMA resources or any form of misconduct including harassment, they shall submit a report to the confidential TMA whistle-blower line by calling or emailing one of the following:
  - 1. Telephone:

- Kenya: 0800 722 770 (toll-free), +27 12 567 8381
- Kenya: +27 12 567 8383
- Tanzania: +27 12 567 8440
- Rwanda, Burundi, DRC - +27 12 567 8432
- Ethiopia, Somaliland - +27 12 567 8433
- Djibouti; Zambia, Malawi, Mozambique, and South Sudan: +27 12 567 8455

2. Email: [hotline@kpmg.co.za](mailto:hotline@kpmg.co.za)

3. Web-portal: <http://www.thornhill.co.za/kpmgfaircallreport>

If a whistle-blower is concerned about the adequacy of TMA’s response to their report, they may also submit their concern through the whistle-blowing mechanisms of any of TMA’s donors, the contact details of which can be found on their respective official websites.

For TMA’s USAID funded projects, reports may be made directly to the USAID office of Inspector General:

P.O Box 657 Washington DC 20044-0657

Phone: 1-800-230-6539 or 202-712-1023

Email: [ig.hotline@usaid.gov](mailto:ig.hotline@usaid.gov)

Web Portal: <https://oig.usaid.gov/contractor-reporting-form>

- c) Acknowledge and confirm that all tenderers, suppliers, sub-contractors along with their respective staff are aware of TMA’s zero tolerance of fraud, corruption, misconduct, and harassment, and that each staff member engaged on the contract has been provided with the above whistleblowing procedures, telephone number, website and email address and understand how to report suspicions of malpractice involving TMA resources and/or staff.

### 3.5 Confidentiality

TMA suppliers shall,

- a) Acknowledge that TMA may provide certain information that is and must be kept confidential by suppliers. To ensure the protection of such information, and to preserve any confidentiality necessary under patent and/or trade secret laws, TMA suppliers shall not disclose the confidential information obtained from TMA to anyone unless required to do so by law, in which TMA would be informed of such disclosure.
- b) Acknowledge that the confidential information not to be disclosed can be described as and includes the following regardless of whether such information is designated as “confidential information” at the time of its disclosure:

- i. Invention description(s), technical and business information relating to proprietary ideas and inventions;
  - ii. Ideas, patentable ideas, trade secrets, drawings and/or illustrations, patent searches, existing and/or contemplated products and services; and
  - iii. Research and development, production, costs, profit and margin information, finances and financial projections, customers, clients, marketing, and current or future business plans and models.
- c) Not, without the written consent of TMA, divulge to any third party any documents, data or other information furnished directly or indirectly by TMA, whether such information has been furnished prior to, during or following termination of any binding engagement. Notwithstanding the above, the supplier may furnish to its subcontractor(s) such documents, data and other information it receives from TMA to the extent required for the subcontractor(s) to perform its work under any contract, in which event the supplier shall obtain from such subcontractor(s) an undertaking of confidentiality similar to that imposed on the supplier under this paragraph.
- d) Not use documents, data and other information received from the TMA for any purpose other than such work and services as are required for the performance of the contract.
- e) Acknowledge that the obligation of the supplier under the above paragraphs, however, shall not apply to information which:
  - i. had entered the public domain through no fault of the supplier.
  - ii. can be proven to have been possessed by the supplier at the time of disclosure; or
  - iii. otherwise lawfully became available to the supplier from a third party that has no obligation of confidentiality.

### 3.6 Intellectual Property (IP)

TMA suppliers shall,

- a) Acknowledge that the copyright in all drawings, documents and other materials containing data and information furnished to TMA by the supplier shall remain vested in the supplier or, if they are furnished to TMA directly or through the supplier by any third party, including sub-contractors of materials, the copyright in such materials shall remain vested in such third party.
- b) Acknowledge that any studies, reports or other material, graphic, software or otherwise, prepared by the supplier for TMA under any contract shall belong to and remain the property of TMA.
- c) Agree that, where intellectual property rights in all material produced by the supplier or the supplier's personnel pursuant to the performance of the services ("the material") are the property of the supplier, the supplier shall grant to TMA a worldwide, non-exclusive, irrevocable, royalty free license to use all the material. "Use" shall mean, without limitation, the reproduction,

publication, and sub-licence of all the material and the intellectual property rights therein, including the reproduction and sale of the material and products incorporating the same for use by any person or for sale or other dealing anywhere in the world.

### 3.7 Conflict of Interest

TMA suppliers shall,

- a) Not try to gain improper advantage or improperly impact any TMA employee's ability to make sound, impartial, and objective decisions on behalf of TMA.
- b) Disclose any situation that appears to conflict, or could potentially conflict, in any way, with the interests of TMA. This includes situations where a TMA employee has an interest in or non-arm's length relationship to the suppliers' business. TMA recognises that it is not possible to define all the circumstances which may lead to a potential conflict of interest. It is therefore the responsibility of a supplier to declare any matters which they feel may present actual or potential conflicts, or the perception of such conflicts.
- c) Use the Bidders Conflict of Interest Form (Annex 1) of this document to declare a Conflict of Interest or Potential/Perceived Conflict of Interest.

### 3.8 Delivery Chain Management

TMA suppliers shall,

- a) Acknowledge and confirm they are aware of every sub-contractor(s) that contributes to the delivery of the TMA funded contract and warrant that this Code, including the whistleblowing procedures, has been communicated to every sub-contractor's member of staff, and is understood by them.
- b) Acknowledge and confirm that all of the sub-contractor(s) that contribute to the delivery of the TMA funded contract are risk-profiled on an annual basis and managed by the primary supplier themselves and any significant risks identified are acted upon and managed, including the risk of funding terrorism and /or organised crime and their support groups or the risk of fraud and misappropriation of TMA funding.

### 3.9 Environmental and Social Safeguards

TMA suppliers shall,

- a) Acknowledge that TMA has adopted the following Standards, based on the World Bank's Environmental and Social Framework (ESF).

### ESS1: Assessment and Management of Environmental and Social Risks and Impact

#### Environmental Risks

TMA's suppliers shall,

- a) Have an effective environment policy in place.
- b) Comply with national legislation and regulations regarding the protection of the environment.
- c) Where significant environmental and social risks are identified by TMA in the implementation of a specific assignment or project, develop a detailed environment and social impact assessment and management plan, including an analysis of climate risk. The supplier will be required to show progress on the implementation of the plan during the execution of the project.

#### Social Risks

TMA's suppliers shall:

- a) Take all reasonable measures to eliminate poor human rights practices, exploitive forms of forced labour, sexual exploitation, abuse, harassment, and harmful child labour and abuse.
- b) Take all reasonable measures to prohibit their employees and/or other sub-contractors or person engaged by them, from engaging in sexual exploitation and abuse, including but not limited to the prohibition of:
  - i) engaging in any sexual activity with any person under the age of 18, regardless of any laws of majority or consent; and
  - ii) engaging in any sexual activity that is exploitive or degrading to any person.
- c) Confirm the existence and application of an Environmental and Social Safeguarding policy in their organisation and ensure that it is communicated regularly to all staff and that all staff receive regular training on the same.
- d) Ensure that requisite clauses and measures are included in the contracts of any sub-contractors and are adequate to protect the community from adverse impacts of labour influx, including sexual exploitation and abuse, sexually transmitted diseases, gender-based violence and other social challenges.

### ESS2: Labour and Working Conditions

#### Healthy and safe working environment



TMA's suppliers shall:

- a) Ensure all reasonable risk mitigation measures relating to occupational health and safety (at the workplace) are put in place and applied.
- b) Ensure the workplaces, machinery, equipment and processes under their control are safe and without risk to health to any person.
- c) Ensure the chemical, physical and biological substances and agents under their control are without risk to health when the appropriate measures of protection are taken.
- d) Ensure where necessary, adequate protective clothing and protective equipment are provided to and used by staff to prevent, so far as is reasonably practicable, risk of accidents or adverse effects to health.
- e) For employees, ensure that adequate occupational safety training is provided and identifies, assesses and controls potential exposure to safety hazards and that training records are maintained in personnel files.
- f) Ensure thorough documenting, investigating, and reporting of all occupational accidents, incidents and diseases.
- g) Ensure the existence of and periodic testing of emergency prevention, preparedness, and response arrangements to emergency situations and this testing is documented.
- h) Ensure there are clearly explained remedies (including compensation) for adverse impacts such as occupational injuries, deaths, disability, and disease.
- h) Ensure compliance with national and local laws, regulations, systems and processes on occupational health and safety.

#### Non-discrimination and equal opportunity

TMA's suppliers shall:

- a) Ensure all employment relationships are based on the principles of respect, equal opportunity, and fair treatment, and do not discriminate with respect to any aspects such as race, gender, age, religion, sexuality, culture, minority groups, disability, or any other protected characteristic.

#### Wages and Working Hours

TMA's suppliers shall:

- a) Not permit or require any person or employee whose work relates to a TMA-funded contract to work more than the maximum hours in any one work week permitted by applicable law

or regulation unless such employees are paid overtime at rate specified by applicable law or regulation.

- b) Ensure that wages for persons or employees whose work relates to a TMA-funded contract comply with the statutory minimum wage requirements.
- c) Ensure, where the applicable national laws or regulations *do not* prescribe the minimum wage and/or maximum hours of work and/or overtime remuneration, that the prevailing International Labour Organisation standards are applied.

#### Harassment and Bullying

TMA suppliers shall:

- a) Create and maintain an environment that treats all employees and other persons with dignity and respect, and is free from threats of physical violence, bullying, psychological or verbal harassment and/or sexual exploitation and abuse, perpetrated by employees and/or other contractors or persons engaged by them.

#### Forced or Compulsory Labour

TMA's suppliers shall:

- a) Not employ forced or compulsory labour in any and all of its forms which consists of any work or service not voluntarily performed that is extracted from an individual under threat of force or penalty.

#### Child Labour

TMA's suppliers shall:

- a) Not employ children below 18 years of age or, if lower than that age, the minimum age of employment permitted by the law of the country or countries where the performance, in whole or in part, of a contract takes place; and
- b) Not employ persons under the age of 18 for work, that, by its nature or the circumstances in which it is carried out, is hazardous, is likely to harm the health, safety or morals of such persons.

#### Gender Mainstreaming

TMA suppliers shall:

- a) Ensure that there is a gender balance in terms of participation and decision making at all levels. Where it is not possible, the supplier should demonstrate that the delivery/impact of the service remains gender responsive.
- b) Demonstrate clear senior management commitment to gender mainstreaming, and allocation of human capital and finance, for the successful translation of the concept into practice and to institutionalise gender equality in the organisation.

### Grievance Redress Mechanism.

TMA suppliers shall:

- a) Ensure an effective Grievance Redress Mechanism is established and operates for the raising of grievances from their staff and/or the community located near the project.

### ESS3: Resource Efficiency and Pollution Prevention and Management

#### Pollution Prevention, Energy and Resource Efficiency

TMA suppliers shall:

- a) Ensure that deterioration in the quality of human health, environmental wellbeing, and/or loss of biodiversity is avoided.
- b) Utilise strategies to deliver products or services that as far as possible, minimise emissions and discharge of pollutants and the generation of waste.
- c) Ensure that there are demonstrable measures in place to prevent waste generation and, where this is impossible, to significantly reduce its hazardousness to human health and the environment, by strictly applying the waste management hierarchy of: avoid waste, reuse, recycle, recovery and dispose.
- d) Ensure that there are demonstrable measures in place to tackle noise emissions and noise nuisances and ensure that the project is designed, constructed, and operated in a way that avoids, prevents or significantly reduces harmful noise effects of the project, on both the environment and humans.
- e) Aim for the most efficient use of energy and resources.
- f) Ensure that there is a demonstrable and tested plan in place to respond to any process upsets, accidental and emergency situations that includes implementing and testing control measures to prevent major accidental hazards.
- g) Ensure adequate mitigation measures are put in place to protect TMA projects from the impacts of climate variability and extreme weather events while at the same time minimising the projects contribution to increased Greenhouse Gas (GHG) emissions and environmental degradation.
- h) Obtain, maintain, and keep current all relevant environmental permits, approvals and registrations.

**ESS4: Community Health and Safety**

TMA's suppliers shall:

- a) Take all preventative measures to ensure communities are protected from exposure to adverse project related risks to and impacts on their daily lives.
- b) Ensure that the design, construction, operation, and decommissioning of structural elements of projects are in accordance with national legal requirements, the ESIA and ESMP for the project and take into consideration safety risks to third parties and affected communities.
- c) Ensure that the risks and likelihood of emergency events are identified, and measures implemented to address them, including training of community personnel on emergency response initiatives and emergency redress equipment handling.
- d) Ensure that deliberate measures are put in place to avoid or minimize the potential for community exposure to diseases that are water-borne, water-based, and water-related, as well as those diseases that are either communicable or non-communicable, that could result from project activities, taking into consideration differentiated exposure to, and higher sensitivity of vulnerable groups.

**ESS5: Land Acquisition, Restrictions on Land Use and Involuntary Resettlement**

TMA's suppliers shall:

- a) Ensure that, to the maximum extent possible, project affected persons (PAPs) are fully protected from adverse impacts related to involuntary resettlement and that a mitigation hierarchy that puts in place measures to ensure that, where land acquisition results in economic displacement, the project affected persons are treated in a most humane manner, and that No Harm is visited upon them by project activities.
- b) Ensure that forced eviction is prohibited under any circumstances.
- c) Ensure that, to the maximum extent possible, contracts are delivered in a manner that respects the culture, dignity and human rights of indigenous peoples, and ensure that they access project benefits in a culturally appropriate manner.

**ESS6: Biodiversity Conservation and Sustainable Management of Living Natural Resources**

TMA's suppliers shall:

- a) Endeavour to ensure the maintenance of the integrity of areas of important biodiversity and the ecosystem functions and services and their resilience through the application of the

mitigation hierarchy of anticipate, avoid, minimise, mitigate, and compensate for Environmental and Social impacts.

- b) Identify and mitigate any risks of conversion or degradation of critical habitats such as critical forest areas, natural areas of cultural or religious value, areas that are legally protected (or officially proposed for protection), or areas of high conservation or biodiversity value.

#### ESS7: Indigenous Peoples/Sub-Saharan African Historically Underserved Traditional Local Communities

TMA's suppliers shall:

- a) Undertake an assessment of the nature and extent of the expected direct and indirect economic, social and cultural and environmental impacts on indigenous peoples and Sub-Saharan African Historically Underserved Traditional Local Communities.
- b) In consultation with the indigenous peoples, develop a strategy to ensure the indigenous people's rights and interests are protected and that they have an opportunity to participate and benefit from the project (as appropriate).
- c) Incorporate the implementation plan of the strategy as part of the overall project implementation plan and include a component of this in regular reporting to TMA.
- d) Where directed by TMA, the supplier shall be expected to have specialised personnel for instance, an Anthropologist or Sociologist to support engagement with the communities.

#### ESS8: Cultural Heritage

TMA's suppliers shall:

- a) Ensure that the importance of cultural heritage is recognised and to the maximum extent possible seek to ensure it is protected from harm by the project/contract, and is preserved, regardless of whether it has been legally protected or previously disturbed.
- b) Ensure that, where there is a high chance of finding physical cultural resources, a recovery plan is prepared, in line with national procedures and rules and that the cultural heritage is protected from harm.

#### ESS9: Stakeholder Engagement and Information Disclosure

TMA's suppliers shall:

- a) Through the ESIA (if applicable), and in reference to the TMA stakeholder engagement guidelines, systematically identify all project related stakeholders and their level of interest and/or impact they may have on the overall project at the earliest opportunity in the project design and or implementation.
- b) Develop a methodical and appropriate approach to engage all stakeholders where stakeholders are able to raise concerns and where the supplier is able to provide updates and respond to the concerns raised.
- c) Commit to respond to all issues raised by stakeholders in a timely and responsible way by establishing a project grievance redress mechanism and communicating the same to all stakeholders.
- d) Document all engagement processes, communication and engagement between the supplier and stakeholders. Evidence of this may be requested periodically by TMA.

### 3.7 Terrorism, Organised Crime and Security

TMA suppliers shall:

- a) Acknowledge that, for purposes of the Code, organised criminal activities include, but are not limited to, money laundering, human trafficking and smuggling, animal trafficking, drug dealing, purchase of illegal arms, cyber-crimes, child labour, kidnapping, and extortion.
- b) Acknowledge that the United Nations Security Council defines terrorism as “criminal acts, including against civilians, committed with the intent to cause death or serious bodily injury, or taking of hostages, with the purpose to provoke a state of terror in the general public or in a group of persons or particular persons, intimidate a population or compel a government or an international organization to do or to abstain from doing any act.”
- c) Adopt comprehensive and proportionate policies and procedures and take action to prevent, to the maximum extent reasonably possible, TMA’s resources from diversion to unintended purposes including exploitation by terrorist organisations and/or organised crime activities and/or their support networks and involvement with politically exposed persons.
- d) Acknowledge and accept that TMA shall conduct a reasonable search of publicly available information to determine whether the supplier is suspected of any activity relating to terrorism, including terrorist financing, or organised crime.
- e) Acknowledge and accept that TMA shall seek confirmation that the supplier does not appear on any country of operation lists of designated terrorist-related individuals, entities, or

organisations, pursuant to national obligations arising from United Nations Security Council Resolution 1373.

- f) Confirm that they are not involved and/or linked, including their employees, in any way and are not listed in their country of operation or any other as financiers of or participants in organised criminal activities whether as individuals, entities, or organisations, pursuant to national obligations arising from General Assembly resolution 55/25 of 15 November 2000 United Nations Convention against Transnational Organised Crime.
- e) Acknowledge and accept that they will not deal with any individuals, entities, or groups known to the partner to support terrorism or to have violated any known anti-terrorism sanctions, nor organised crime and / or their support networks.
- f) Acknowledge and confirm that the supplier has taken all reasonable steps to ensure that TMA resources provided are neither distributed to terrorists or their support networks nor used for activities that support terrorism or terrorist organisations, nor organised crime and / or their support networks.
- g) Adopt comprehensive and proportionate policy and procedures, and take action to ensure, to the extent reasonably possible, all suppliers, TMA and customers' electronic data is secured and protected from intrusion, hacking, capture, theft and sale, for any and all illicit purposes, and adopt international standards of data security.
- h) Acknowledge and agree not to disclose the confidential information obtained from the discloser to anyone unless required to do so by law.
- i) Acknowledge that TMA or its appointed agents will perform routine, on-site audits of partners to the extent reasonable (consistent with the size of the resource, the cost of the audit, and the risks of diversion or abuse of resources). The purpose of the audit will be to confirm that the supplier has taken adequate measures to protect its/ TMA resources from diversion or abuse.

#### **Declaration Statement**

I, \_\_\_\_\_ (*insert name*), on behalf of \_\_\_\_\_ (*insert name of Party*), hereby confirm that I have read and wholly understood the TMA Supplier Code of Conduct, that \_\_\_\_\_ (*insert name of Party*) intends to comply with the Code, and that its contents have been communicated to our staff or will be communicated to staff if I win the tender and the staff of our subcontractors who are or who will be involved in the delivery of our contract with TMA.

I acknowledge that should TMA establish that this declaration is in any way inaccurate, action may be taken against \_\_\_\_\_ (*insert name of Party and Self*) which could include terminating the contract and/or debarring \_\_\_\_\_ (*insert name of Party*) from future tendering opportunities with TMA.

On behalf of Party: -

Organisation's/ consultant/ firm/ company/ JV name: \_\_\_\_\_

Title of Signatory: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Stamp/ seal: \_\_\_\_\_



**Annex 1: Bidders Conflict of Interest Form**

Tender Number: .....

Tender Title: .....

TMA operates procurement processes which are fair, transparent, and able to withstand probity. In view of this, TMA requires that any potential bidder who participates in its procurement processes declares any actual or potential conflicts of interest. Bidders who do not declare relevant conflicts of interest and do not sign this form will not be permitted to participate in TMA’s procurement processes.

**I. Conflict of interest declaration**

Potential conflicts of interest can include the following (but the list is **not** exhaustive):-

- 1. Relationship/ Association with TMA staff members and/or representatives.
- 2. Relationship/Association with TMA Board Members and/or office bearers
- 3. Where applicable; if the bidder was involved in earlier phases of the project for which bids/proposals are now being sought.
- 4. Knowledge of TMA’s terms of reference or any bidding documents before they were officially published.

If you are in any doubt about whether something is a potential conflict of interest, you are advised to declare it below.

Either:

A) I wish to declare the following conflict(s) of interest: -

- 1. ....
- 2. ....
- 3. ....

or

B) I have no conflicts of interest to declare.

Please note that TMA reserves the right to disqualify a bidder if an actual or potential conflict of interest that was not declared, is later discovered.

On behalf of vendor:

Organisation’s name: \_\_\_\_\_

Title of Signatory: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_