



## **STANDARD BIDDING DOCUMENT**

### **PROCUREMENT OF GOODS**

**PROCUREMENT TITLE:** SUPPLY, DELIVERY, INSTALLATION, COMMISSIONING, TRAINING AND AFTER-SALES SERVICES FOR TEXTILES LABORATORY OF GHANA STANDARDS AUTHORITY (GSA), GHANA

**REFERENCE NUMBER:** PRQ20251448

**DATE OF ISSUE:** 16<sup>th</sup> JUNE 2026

**CLOSING DATE:** 7<sup>TH</sup> JULY 2026 BY 1500 HOURS GHANA TIME



## ADVERTISEMENT

### CALL FOR TENDERS (ITT)

TradeMark Africa (TMA) is a leading African Aid for Trade organization that was established in 2010. TMA aims to expand intra-African trade and increase Africa's share of global trade, while contributing to making trade more pro-poor and environmentally sustainable. Our focus on reducing the cost and time of cross-border trade through improved trade policy, better trade infrastructure, standards that work for businesses, greater use of digital innovations, and creating access to trade for vulnerable groups has helped to significantly reduce transit times for goods through improved border efficiency and reduced trade barriers.

TMA recently changed its name from TradeMark East Africa (TMEA) to TradeMark Africa (TMA), reflecting our ambitions to serve our partners in achieving continent-wide business gains, and extends from East and the Horn of Africa to Southern and West Africa. TMA operates on a not-for-profit basis and is funded by institutional and philanthropic development partners. TMA works closely with regional and continental intergovernmental organizations, national governments, the private sector, and civil society organizations to achieve results that promote shared prosperity and reduce poverty.

For more information, please visit [www.trademarkafrica.com](http://www.trademarkafrica.com)

TMA invites **interested, eligible** and **qualified companies** to participate in the following calls for tenders:

- 1. Request for Tenders (ITT) for the Supply, Delivery, Installation, Commissioning, Training and After-sales Services for Textiles Laboratory of Ghana Standards Authority (GSA), Ghana- [Tender Number: PRQ20251448].**

The tender document can be obtained at <https://www.trademarkafrica.com/procurement/>. All questions mentioning the title and number of the above tender should be sent by e-mail to [procurement@trademarkafrica.com](mailto:procurement@trademarkafrica.com). The deadline for bidding is indicated in the respective tender documents.

Interested, qualified and eligible bidders must submit their bids in accordance with the bidding instructions in the tender document.

**TMA cannot answer any questions related to this call for tenders 7 days or less before the bidding deadline.**

### **INVITATION TO TENDER (ITT) – GOODS**

**Implementing Body:**

**TradeMark Africa**

*Fidelity Insurance Center*

*2nd floor, outside Waiyaki Way*

*P.O Box 313-00606, Nairobi, Kenya.*

*Phone: +254 20 423 5000*

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

Recipients: **Ghana Standards Authority (GSA)**

Project Title: **PRQ20251448: Supply, Delivery, Installation, Commissioning, Training and After-sales Services for Textiles Laboratory of Ghana Standards Authority (GSA), Ghana**

Application Issuance Date: **16<sup>th</sup> June 2026**

Dear Supplier,

- 1) TradeMark Africa (TMA) is soliciting bids from eligible and qualified bidders for : ***Supply, Delivery, Installation, Commissioning, Training and After-sales Services for Textiles Laboratory of Ghana Standards Authority (GSA), Ghana.***
- 2) This call for tenders is open to eligible entities ("bidders") who wish to respond. Bidders may only associate under a joint venture or subcontracting agreement to supplement their respective supply areas to enhance their ability to perform the supply of required goods and services, and provided that an association is formed or a subcontract is entered into in accordance with the tender document associated with this solicitation.
- 3) A supplier will be selected through a competitive tendering method, the evaluation procedure for which is described in the sections of the solicitation document associated with that solicitation, in accordance with the "TMA Procurement Directives".
- 4) The proposal(s) must be submitted in accordance with the following instructions and in accordance with the attached contract. The attached general terms and conditions of supply form an integral part of the contract.
  - a) **PRICE:** Prices must be quoted in U.S. dollars only. Bid prices and discounts must be indicated in the bid submission sheet and in the price list (attached). The total offer price will include all taxes and delivery duties paid (DDP) which will be presented separately for tax purposes. **The financial proposal should not be combined with the technical proposal, but should be submitted as a**

**separate document. Any inclusion of prices in the technical proposal will result in the disqualification of the proposals. The financial proposal MUST be in PDF and password protected.**

- b) **SUBMISSION OF OFFERS:** Your offer must be submitted by email only to [procurement@trademarkafrica.com](mailto:procurement@trademarkafrica.com) address by **Monday, 7<sup>th</sup> July 2026 (1500 hours). Ghana Time**

**Late offers will not be accepted under any circumstances.** No special pleadings will be accepted. Faxed and paper offers will not be accepted.

### **Format of your call for tenders**

The main language of the submissions must be submitted in **ENGLISH** and be set out in three (3) main parts:

- Part A - Preliminary Requirement;
- Part B - General and Technical; and
- Part C - Finance.

### **Part A Preliminary Requirements**

- Bidders are required to submit scanned copies of the following documents:
- Signed and stamped Supplier Code of Conduct.
- Joint venture agreement (where joint ventures or consortia apply) and
- Licence authorisation (for distributors)
- Indicate the period of validity of the offer in the proposal
- Indicate the delivery schedule in the proposal
- Indicate the warranty period, if applicable

**Part A: Preliminary Requirements and Part B Technical Requirements may be contained in a single document (Technical Proposal). However, the financial proposal (Part C) must be submitted separately to allow for the independent evaluation of the technical and financial offers. Please do not include financial/pricing information in Part A or B. Inclusion of any prize information will result in disqualification. 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 format and password protected.**

- c) **PRODUCT CATALOGS:** Bidders MUST submit a product catalog for each item cited to provide a clear description of the equipment and specifications.
- d) **LATE BIDS:** TMA will not consider bids that arrive after the bid submission deadline. Any offer received by TMA will be declared late and rejected.
- e) **EVALUATION OF BIDS:** Bids that are found to substantially comply with the technical specifications will be evaluated on the basis of their prices. When evaluating the bids, TMA will determine the evaluated price for each proposal by adjusting the quote to correct any arithmetic errors as follows:

- In the event of a discrepancy between the quantified amounts and the amounts expressed in letters, the amount expressed in full shall prevail;
- In the event of a discrepancy between the unit rate and the total of the item resulting from the multiplication of the unit rate by the quantity, the unit rate indicated will prevail;
- If a Supplier refuses to accept the correction, its Offer will be rejected.
- TMA is not obliged to accept the lowest bid, or any other bid. We also reserve the right to request any of the offers in order to clarify the offers submitted.

For evaluation purposes, financial proposals MUST be net of taxes. However, it is the responsibility of bidders to include (a) any 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 recipient's country. Bidders must clearly break down or separate the tax component in their financial proposals to facilitate the evaluation of the financial proposals.

5) **Government Tax Obligations**

The following tax laws apply: The tax laws of the Government of Ghana apply to the contract.

6) **INCOTERMS:** The Incoterms for this tender are the Incoterms 2020 Delivery Duty Paid (DDP)

7) **ASSIGNMENT OF THE PURCHASE ORDER.** The award will be awarded to the bidder offering the lowest evaluated price and who meets the required standards in terms of technical and financial capacity. TMA reserves the right to accept or reject any bid, cancel the bidding process and reject all bids at any time prior to the award of the contract, without incurring any liability to any bidder.

8) **VALIDITY OF THE OFFER:** Your offer must be valid for a period of **one hundred and twenty (120) days from the deadline for receipt of the offer** indicated in **Article 4 (b)** of this Call for Tenders.

9) **DISCREPANCIES, QUALIFICATIONS AND OMISSIONS:** In evaluating bids, the following definitions apply:

- a) "Deviation" means a deviation from the requirements specified in the Tender Document;
- b) "Reservation" means the setting of limiting conditions or the refusal to fully accept the requirements specified in the Tender Document; and
- c) "Omission" is the failure to submit any or all of the information or documents required in the Tender Document.

10) **DETERMINATION OF RESPONSIVITY:** The determination of the responsivity of a submission must be based on the content of the submission itself.

A substantially responsive bid is a bid that meets the requirements of the tender document without any significant discrepancies, qualifications or omissions. A significant deviation, qualification or omission is a deviation that, if accepted:-

- (i) Materially affect the scope, quality or performance of the Works specified in the Contract; or
- (ii) Limit in a material manner, inconsistent with the Tender Document, TMA's rights or the Bidder's obligations under the proposed Contract; or

(iii) If corrected, it would unfairly affect the competitive position of other bidders with essentially responsive bids.

In particular, TMA will review the technical aspects of the submitted offer, in order to confirm that all requirements have been met without any significant deviations, reservations or omissions.

If a tender does not substantially comply with the requirements of the tender document, it will be rejected by TMA and cannot subsequently be brought into compliance by correcting the discrepancy, qualification or material omission.

11) NON-CONFORMITIES, ERRORS AND OMISSIONS : Provided that a bid is substantially responsive, TMA may waive any non-conformance in the bid.

Provided that a bid is substantially responsive, TMA may require the bidder to submit the necessary information or documentation, within a reasonable period of time, to rectify non-material non-conformities in the bid related to the documentation requirements. The request for information or documentation on such non-conformities must not be related to any aspect of the bid price. Failure by the Bidder to comply with the request may result in the rejection of its bid.

Provided that a tender is substantially admissible, TMA must rectify the non-quantifiable non-significant non-conformities related to the tender price. For this purpose, the bid price may be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component.

12) TMA'S RIGHT TO CHANGE QUANTITIES AT THE TIME OF ALLOCATION : At the time of allocation, TMA reserves the right to increase or decrease the quantity of the Goods and Related Services initially specified in the Supply Schedule, provided that such quantity does not exceed 20% of the original quantity and without any change in the unit prices or other terms and conditions of the Tender Document.

13) Further information can be obtained from:

TradeMark Africa

Purchasing Unit

All questions mentioning the title and number of the above tender should be sent by e-mail to [procurement@trademarkafrica.com](mailto:procurement@trademarkafrica.com).

**TMA cannot answer any questions relating to this call for tenders seven (7) days or less before the bidding deadline.**

14) Under TMA's policy on the prevention, detection and redress of fraud and corruption, bidders must observe the highest ethical standards when procuring and performing these contracts. TMA will reject an award proposal and impose sanctions on the parties concerned, if it determines that the bidder recommended for the award or any other party has engaged in corrupt, fraudulent, collusive or coercive practices in the course of competition or the performance of the contract.

15) COMPLAINTS: Any questions, requests or concerns regarding the procurement process should be directed to the Chief Procurement Officer in the first instance through the [d'procurement@trademarkafrica.com](mailto:d'procurement@trademarkafrica.com) who will be handling the issues raised. If the matter is not satisfactorily resolved, the complainant is encouraged to write to [complaints@trademarkafrica.com](mailto:complaints@trademarkafrica.com)

Sincerely

**Procurement Manager,**  
**TradeMark Africa (TMA)**  
[procurement@trademarkafrica.com](mailto:procurement@trademarkafrica.com)

**DATA SHEET**

ITB	Clause	Description/Details
3	Product Catalogue	Applicable
6	The Incoterms	DDP
8	Validity of the Bid	120 Days from the date of submission

**I. AGREEMENT**

This AGREEMENT ("Agreement") is entered into as of the **[day]** of **[month]**, **[year]**, between, **[full legal name of Implementing Agency]** ("TMA"), on the one hand, and **[full legal name of Supplier]** ("Supplier"), on the other hand.

**CONSIDERATIONS**

WHILE:

- (a) TradeMark Africa (TMA) has issued a tender for the supply of these goods under the terms and conditions set forth in this contract and has accepted an offer from the supplier to: *PRQ20251448 for the Ghana Standards Authority laboratory equipment*
- (b) NOW THEREFORE, the parties hereto agree as follows:
- (c) In consideration of the payments that TMA is required to make to the Supplier as set forth in this Agreement, the Supplier hereby agrees with TMA to provide the Goods and related Services and to remedy defects therein in accordance with the provisions of this Agreement in all respects.
  
- (d) Subject to the terms and conditions of this Contract, TMA hereby agrees to pay to the Supplier, in consideration for the provision of the Goods and related Services and the remediation of defects therein, the Contract Price (as defined below) or such other amount as may become payable under the provisions of this Contract at such times and in such manner as may be prescribed by this Contract.

WHEREOF the parties hereto have caused this Agreement to be signed on the day, month and year aforesaid.

**TradeMark Africa**

**Supplier:**

**Name:**

**Name:**

**Position:**

**Position:**

**Signature:.....**

**Signature:.....**

**Date:.....**

**Date:.....**

## II. GENERAL TERMS AND CONDITIONS OF SUPPLY

Project Name: **PRQ20251448: - Supply, Delivery, Installation, Commissioning, Training and After-sales Services for Textiles Laboratory of Ghana Standards Authority (GSA), Ghana**

Implementing Agency : **TradeMark Africa**

Recipient: **Ghana Standards Authority (GSA)**

Recipient: \_\_\_\_\_ Parcel No. \_\_\_\_\_

### 1. Supply schedule

S. No	Item number	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 cannot be subject to any adjustment during the performance of the contract.
3. Delivery schedule: Delivery must be made according to the above schedule, but not exceeding thirty (30) days from the date of signing the contract.
4. Insurance: The goods supplied under the contract are fully insured in a freely convertible currency against damage resulting from manufacture or acquisition, transport, storage and delivery. The insurance amounts to an amount equal to 110% of the value of the goods from the "warehouse" to the "warehouse" on an "all-risk" basis. All risks, i.e., insurance coverage, must include all kinds of risks, including wartime and strike risks.
5. Applicable law: The Contract shall be construed in accordance with the laws of **Ghana**.
6. Resolution of Dispute: TMA and the Supplier will endeavour to resolve amicably, through direct informal negotiation, any disagreement or dispute between them under or in connection with the Agreement. In the event that the dispute has not been resolved between TMA and the Supplier,

the dispute shall be settled by a sole arbitrator to be appointed and agreed upon by both parties whose decision is final, without appeal and immediately binding.

7. Delivery and documents: Upon shipment (if applicable) or in case of domestic delivery, the Supplier shall notify TMA and the Insurance Company, by email or other means of expedited delivery, of all details of the shipment/delivery of the goods, including purchase order number, description of the goods, the packing list showing the quantity, ship or truck/vehicles, shipping receipt from the shipping company showing all the details, port of loading (if applicable), delivery dates, port of discharge or place of destination and discharge, etc. The Supplier must mail to TMA the following documents, with a copy to the Insurance Company:

- (i) Copies of the Supplier's invoice showing the description, quantity, unit price and total amount of the goods;
- (ii) Duplicate of the air/road transport document and/or duplicate of the rail transport document (if applicable), and/or duplicate of the FCR (Freight forwarder's Certificate of Approval) in 1 original and 2 copies marked "Prepaid Freight";
- (iii) Copies of the packing list identifying the contents of each package;
- (iv) Manufacturer's or supplier's warranty certificate;
- (v) Certificate of origin;
- (vi) Quality certificate.

The above documents must be received by TMA at least one week prior to the arrival of the goods at the port or place of arrival (if applicable) or destination and, if not received, the supplier is responsible for all charges arising therefrom.

8. Payment: Payments will be made upon presentation of an invoice supported by a delivery receipt and a certificate of acceptance on the goods delivered and other supporting documents required, if any, to be made by means of direct payments to the supplier.

9. Warranty : The goods offered must be covered by the manufacturer's warranty for at least 12 months from the date of delivery to TMA. Please specify the warranty period and conditions in detail.

10. Packing and marking instructions: The Supplier shall provide standard packaging of the Goods as required to prevent them from being damaged or deteriorated during transport to their final destination, as set out in the Contract.

11. Defects: All defects will be corrected by the Supplier at no cost to TMA within 30 days of the date of notification by TMA. The name and address of the service facility where the defects are to be corrected by the supplier during the warranty period are as follows:

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 any other failure to comply with its obligations under the Contract is the result of force majeure.

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

In the event of force majeure, the Supplier must immediately inform TMA in writing of this situation and the cause thereof. Unless otherwise specified in writing by TMA, Supplier shall continue to perform its obligations under the Contract to the extent possible and shall seek all other reasonable means of performance that are not prevented by force majeure.

13. Technical specifications required:
- (i) General Description
  - (ii) Specific details and technical standards

The supplier confirms compliance with the specifications [Note: In the event of deviations, the supplier must list all such deviations.]

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

Termination by TMA

Termination for default:

Without prejudice to any other remedies it may have for a breach of this Agreement, TMA, upon written notice to the Supplier, may terminate this Agreement, in whole or in part, in the event of the occurrence of any of the events specified in subparagraphs (a) through (f) below:

- (a) If, in the opinion of TMA or TMA, Provider fails to fulfill its obligations with respect to the use of funds, termination under this provision (i) shall be effective immediately upon delivery of notice of termination and (ii) shall require Provider to refund all funds so misused within a maximum period of thirty (30) days after termination.
- (b) If Supplier fails to deliver or perform all or any part of the Goods or Related Services within the time specified in this Agreement, or as part of any extension thereof granted by TMA. Termination under this provision shall be effective immediately upon the expiration of thirty (30) days after the delivery of notice of termination or such later date as may be specified by TMA. In the event that TMA terminates this Agreement in whole or in part, in accordance with this subparagraph, TMA may procure, on such terms and in such manner as it deems appropriate, goods or related services similar to those not delivered or not performed, and the Supplier shall be liable to TMA for any additional costs related to such similar goods or related

services. However, the Provider will continue to perform this Agreement to the extent that it is not terminated.

- (c) If Supplier fails to cure any of its other obligations under this Agreement (other than a default referred to in subparagraphs (a) or (b) immediately preceding this subparagraph) within thirty (30) days of delivery of notice of termination or such further period as may be approved in writing by TMA. Termination under this provision shall be effective immediately upon the expiration of thirty (30) days or such later date as may be specified by TMA.
- (d) If, as a result of a Force Majeure event, the Supplier is unable to perform a substantial part of its obligations for a period of at least sixty (60) days. Termination under this provision shall be effective upon the expiration of thirty (30) days after the delivery of notice of termination or such later date as may be specified by TMA.
- (e) If Supplier fails to comply with a final decision made in an arbitration proceeding. Termination under this provision shall be effective upon the expiration of thirty (30) days after the delivery of notice of termination or such later date as may be specified by TMA.
- (f) If Vendor (or any Subcontractor or any of its respective personnel), in TMA's judgment, has engaged, directly or through an agent, in any coercive, collusive, corrupt, fraudulent, obstructive, or prohibited practices in the course of competing for or in the performance of this Agreement. Termination under this provision shall be effective upon delivery of notice of termination.

#### Termination for insolvency

TMA may at any time terminate this Agreement by giving notice to the Supplier if the Supplier becomes insolvent or bankrupt, and/or does not exist or is dissolved. Termination under this provision shall be effective upon delivery of the notice of termination or such other date as may be specified by TMA in such notice of termination. In such a case, the termination shall be without compensation to the Supplier, provided that such termination shall not prejudice or affect any rights of action or remedy which have been acquired or hereafter accrue to TMA.

#### Termination for convenience

- (a) TMA, by notice sent to Supplier, may terminate this Agreement, in whole or in part, at any time and in its sole discretion for its convenience. The notice of termination shall specify that the termination is for the convenience of TMA, the extent to which Supplier's performance under this Agreement is terminated, and the date on which such termination becomes effective.
- (b) In the event of termination in accordance with the terms of the Contract, the Goods that are complete and ready for shipment within twenty-eight (28) days of receipt of the notice of termination by the Supplier shall be accepted by TMA at the terms and prices of this Contract. For the remaining goods, TMA can choose:
  - That any part be completed and delivered on the terms and prices set forth in this Agreement; and/or
  - Cancel the balance and pay Supplier an agreed amount for partially completed Goods and related Services as well as materials and parts previously purchased by Supplier.

Suspension or termination related to funding or applicable law

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

Liquidated damages

If the Supplier fails to deliver all or part of the Goods within the time(s) specified in the Contract, TMA shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price a lump sum equivalent to 2% for each week of delay in the delivered price of the delayed items up to a maximum deduction of 10% of the delayed goods.

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

- a. Exercise any performance guarantee;
- b. Terminate the contract; and
- c. Contract with a third party at Vendor's expense.

### III. Bid Submission Form

*[The bidder must complete this form in accordance with the instructions provided. No changes to its format are allowed and no substitutions are accepted].*

**Re: PRQ20251448**

**Bid Ref: - Supply, Delivery, Installation, Commissioning, Training and After-sales Services for Textiles Laboratory of Ghana Standards Authority (GSA), Ghana**

We, the undersigned, declare that:

- a) We have reviewed the tender document and have no concerns about it.
- b) We offer to supply in accordance with the tender document and in accordance with the delivery schedules specified in the requirements schedule.
- c) The total package price of our offer, excluding the discounts offered in point (d) below, is: *[insert the total price of the offer in terms and figures, including the different amounts and respective currencies]*.
- d) The discounts offered and the methodology for their application are as follows:
  - (i) Discounts: If our offer is accepted, the following discounts apply. *[Specify in detail each discount offered and the specific element of the scale of needs to which it applies]*.
  - (ii) Method of applying discounts: Discounts will be applied as follows: *[Specify in detail the method that will be used to apply the discount]*
- e) Our Offer will be valid from the date fixed for the deadline for submission of Bids in accordance with this ITT, and it will remain binding on us and may be accepted at any time before the expiry of that period.
- f) We, including subcontractors or subcontractors for any part of the contract, have nationalities of eligible countries *[Insert the nationality of the bidder, including that of all the parties that make up 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 the prohibited sources provisions in accordance with applicable laws, regulations, and policies.
- h) The following commissions, gratuities or fees have been paid or are to be paid in respect of the bidding process or the performance of the contract: *[Insert the full name of each recipient, their full address,*

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

<b>Recipient's Name</b>	<b>Address</b>	<b>Reason</b>	<b>Quantity</b>

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

- i) We understand that this offer, together with your written acceptance of it included in your notification of award, constitutes a binding contract between us, until a formal contract is prepared and performed.
  
- j) We understand that you are not required to accept the lowest Rated Offer or any other Offer you may receive.

Signed:

Name:

As :

Duly authorized to sign on behalf of:

Date:

Email Address:

## SECTION I - TECHNICAL SPECIFICATIONS

### Terms of Reference

#### Supply, Delivery, Installation, Commissioning, Training and After-sales Services for Textiles Laboratory of Ghana Standards Authority (GSA), Ghana

##### 1. Background

###### 1.1 About TradeMark Africa (TMA)

TradeMark Africa (TMA) 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: The Bill & 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 (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).

Both TMA & TCA and TCA'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, Uganda, and Zambia with operations in Benin, Mozambique, South Sudan, Togo and will soon be in Nigeria.

For more information, please visit [www.trademarkafrica.com](http://www.trademarkafrica.com)

###### 1.2 About Ghana Standards Authority (GSA)

The Ghana Standards Authority (GSA) is the national statutory body mandated to develop, maintain and enforce standards for goods and services, as well as to provide conformity assessment services including testing, inspection and certification.

Established in 1967 and currently governed by the Ghana Standards Authority Act, 2022 (Act 1078), the Authority plays a central role in Ghana's national quality infrastructure and trade facilitation systems. Within its Testing Directorate, the GSA operates a network of laboratories, many of which comply with or are accredited to ISO/IEC 17025 standards, ensuring internationally recognized testing competence and reliability. The Textiles and Leather Laboratory forms part of the Materials Science Department and

undertakes both physical and chemical testing of textiles, leather and related products to verify compliance with applicable standards. The laboratory contributes to conformity assessment processes by generating technical evidence required for product certification, thereby enabling products to bear the GSA Standard Mark as proof of compliance.

In addition to testing, the GSA engages in standards development for the textiles and garments sector, including specifications for materials, garment sizing, and performance parameters such as colour fastness and fabric strength. The Textiles Laboratory also supports industry capacity through training, technical advisory services, and collaboration with stakeholders to promote adoption of best practices and quality management systems. Through its work, the laboratory enhances the competitiveness of Ghana's textile sector by facilitating market access, reducing technical barriers to trade, and strengthening consumer confidence in textile products.

Overall, the Textiles Laboratory is a critical component of Ghana's quality infrastructure, providing the scientific and technical basis for enforcing standards, supporting industrial development, and aligning Ghanaian textile products with global market requirements

### **1.3 Rationale of the Assignment**

The need to strengthen the testing and certification capacity of the Textile and Garment Laboratory of the Ghana Standards Authority was identified through a Public-Private Dialogue (PPD) facilitated by TradeMark Africa (TMA) with funding support from Agence Française de Développement (AfD), acting through the Ministry of Trade, Agribusiness and Industry. Stakeholders highlighted that the absence of critical testing equipment, including tensile strength tester, colour fastness assessment chamber, shrinkage, tearing, bursting strength tester, and spectrophotometer testing machines, has significantly limited the laboratory's ability to provide internationally recognized testing and certification services for textile and garment products.

As a result, many Ghanaian garment manufacturers are compelled to send samples to accredited laboratories in India, Mauritius and Vietnam for testing and certification, at costs estimated between US\$300 and US\$2,000 per product line or shipment, excluding shipping and logistics costs. This has increased production costs, delayed exports, and undermined the competitiveness of Ghanaian manufacturers in accessing international markets under trade arrangements such as AGOA, AfCFTA, the EU Interim Economic Partnership Agreement, and ETLs. The challenge also threatens employment within the sector, which predominantly employs women and youth.

The proposed intervention to modernize and equip the Textile and Garment Laboratory is expected to reduce testing costs and turnaround times, improve compliance with international standards, boost exports, attract investment, and support increased permanent employment opportunities for women and youth across the textile and garment value chain. In line with the Ghana Textile Policy objective of strengthening standards infrastructure, TradeMark Africa (TMA), with funding support from Agence Française de Développement (AfD) acting through the Ministry of Trade, Agribusiness and Industry, seeks to engage a qualified supplier for the supply, installation, commissioning, and training of laboratory personnel on textile and garment testing equipment for the Ghana Standards Authority.

## **2. Objectives**

The overall objective of this procurement is to strengthen the operational capacity and technical capabilities of the Ghana Standards Authority (GSA) Textiles Laboratory. This aims to increase the testing capacity of textile products across the region.

Specifically, this assignment aims to:

- i. Provide modern laboratory equipment to the Ghana Standards Authority, through its Textiles and Leather Laboratory in line with applicable national and international standards,
- ii. Provide capacity building of GSA laboratory personnel through comprehensive training on the operation, maintenance, and safety requirements of the equipment,
- iii. Provide ongoing technical support, including maintenance services, troubleshooting, and access to spare parts, to ensure the long-term functionality and sustainability of the equipment.

### 3. Project Recipients/Users

The recipient of this assignment is the Ghana Standards Authority (GSA), and TradeMark Africa (TMA) is responsible for the contractual obligations of this assignment

### 4. Scope of Work

The services to be provided include the following:

- i. **Equipment Supply:** Procure, supply, and deliver laboratory equipment to the Ghana Standards Authority (GSA) in accordance with the specified technical requirements, quantities, and quality standards. The equipment must be fit for purpose accompanied by all necessary accessories, documentation, and certifications to ensure compliance with relevant national and international standards.
- ii. **Installation and Commissioning:** Undertake the installation, calibration, testing, and commissioning of the equipment to ensure full functionality and operational readiness. This entails verification of performance, adherence to manufacturer specifications, and confirmation that the equipment meets required accuracy, reliability, and safety standards prior to handover.
- iii. **Training:** Design and deliver comprehensive training programmes for at least 5 laboratory personnel of the GSA Textiles Laboratory on the proper use, operation, care, and safety of the installed equipment. In addition, the training shall cover key aspects such as sample preparation, testing methodologies, analytical procedures, data interpretation, routine maintenance, and troubleshooting to ensure effective and sustained utilization
- iv. **Maintenance and After-sales support:** Provide a structured maintenance and after-sales support package, including a clearly defined maintenance contract, warranty coverage for a specified period, and access to technical support services. A maintenance contract must be proposed, including equipment warranties for the specified period and technical support.

### 5. Deliverables

The contracted firm shall be required to prepare:

- i. **Inception Report:** The firm shall submit an Inception Report within an agreed timeframe at the start of the assignment. This report will present a comprehensive implementation plan, including

a refined methodology, detailed workplan, timelines, and deliverable schedule aligned with the Terms of Reference.

- ii. **Status reports on progress:** The firm shall submit monthly progress reports detailing the status of implementation against the approved workplan. Each report should include but not limited to: Progress against planned activities, milestones, and deliverables; emerging challenges, risks, and proposed mitigation measures; updates on stakeholder engagement and coordination activities.
- iii. **Final Report at the end of the assignment:** Submit a comprehensive Final Report documenting the overall implementation process, results, and outcomes achieved.

## 6. Reporting, Project Management and Coordination

During the implementation, the winning bidder(s) will be required to participate in regular review meetings and provide progress reports to the Project Implementation Team comprising of GSA representatives, MOTAI representatives, TMA Director for West Africa and AfCFTA, West Africa Programme Manager, as well as TMA Regional Director and Programme Managers for Standards and SPS.

## 7. Duration of Assignment

The supply, installation and training on the laboratory equipment is expected to take place within a maximum of Six (6) calendar months from the time of signing the contract by the winning bidder(s). All deliveries are expected within 4 months to allow sufficient time for installation, commissioning and training and administrative processes. Thereafter, the winning bidder(s) is expected to provide maintenance services for the period outlined in the bidding requirements.

## 8. Evaluation Criteria

The evaluation will be conducted in three sequential stages –

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

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

### Preliminary Evaluation criteria

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

- a) Joint Venture Agreement (for those submitting as joint venture)
- b) Dealership authorization (for distributors)

- c) Signed and stamped TMA Supplier Code of Conduct

### Detailed evaluation of technical criteria

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

In addition, in reference to the experience, expertise, qualifications and lotted equipment list, the evaluation criteria that will guide the onboarding of the best qualified firm is as outlined below;

Criteria	Max. Score %
<b>1. Legal Suitability of firm</b>	
Certificate of Incorporation/Registration	Pass/Fail
Valid Tax clearance certificate	Pass/Fail
Detailed physical address (office)	Pass/Fail
<b>2. Professional Experience/Expertise of the firm (40 marks)</b>	
A minimum of 8 years demonstratable experience in carrying out similar work related to the assignment	10
At least 2 testimonials of having successfully undertaken a similar assignment (Similar equipment) in the last 5 years. <b>Submit two reference letters</b>	20
CVs of personnel to undertake the installation and training, detailing their qualifications, knowledge and experience in supply, installation and commissioning of laboratory equipment	10
<b>3. Approach and Methodology of the Assignment (60 marks)</b>	
The detailed equipment list that demonstrates how the supplied equipment meets the required specifications	30
A plan on how the entire assignment will be delivered (Acceptable delivery schedule within the specified timelines)	10
A narrative on what training is to be conducted and how the training(s) is/are to be conducted for the users of the respective equipment	10
Warranty period against manufacturers defects clearly specified	10
<b>TOTAL</b>	<b>100</b>

### Financial comparison criteria

The costs to be included in the bid price are:

- a) The unit, total delivered price and Unit price of other incidental services payable based on the delivery terms requested and the quantity specified against the equipment in technical specifications. Inclusion of all cost components required such as installation, training, inspection or proving, commissioning, in addition to the price of the supplies
- b) Taxes, duties and levies
- c) Discounts if any and the application methodology

**Annex: DETAILED SPECIFICATIONS FOR THE EQUIPMENT**

S/N	EQUIPMENT	QTY	MINIMUM REQUIREMENTS (SPECIFICATIONS)
1	Universal Tensile Strength Tester (UTM)	1 unit	<p>Universal Tensile Strength Tester (Double Column)                      CRE frame (constant-rate-of-extension)                      Max. Capacity: 5KN                      Display: Computer Display Mode                      Force Resolut: 51/100,000                      Force Accuracy: +/-0.2%                      Stroke Resolution: 0.001mm                      Test Speed: 0.01-1000mm/min, (Can                      Stroke Space: 1400mm                      Gantry Structure Width: 400mm                      Machine Drive: Servomotor Drive, Synchronous Wheel and Precision Ball Screw Drive                      Standard: ISO 13934-1/2, ISO 13935-1/2                      Standard Accessories- Pneumatic Grip, 1Set-Touch-screenPC                      1Set-Cable Connect with PC, 1pc-English Operation Software, 1pc-Load Cell 5KN, 1pc-Power Line 1pc-3-day operator &amp; trouble shooting and maintenance training English manual                      Certificate of quality &amp; traceable calibration certificate                      At least 12 months warranty</p>
2	Pespirometer	1 Unit	<p>Perspiration/water fastness tester                      With corrosion-resistant frame                      Perspiration Tester Weights:                      - A: 3.63kg(8LB),                      - B: 0.45(1LB),                      - C: 0.90kg (2LB, Pallet)                      AATCC Load: A+C=10LB                      ISO Load: A+B+C=11LB                      Standard Used: ISO105-E04                      -Load 1set-Acrylic separator plates 42pcs-Kit 20pcs                      With grey scales for change (A02) and staining (A03).                      - English Manual                      - Certificate of quality                      - At least 12 months warranty</p>
3	Gyrowash	1 unit	<p>Wash colour-fastness tester                      Stainless steel                      6 cups for AATCC (1200ml) + 6cups for ISO (550ml) AATCC cup volume(A): 1200ml/ISO cup volume(B): 550ml                      Control mode: LCD counter display                      Rotation speed: 40±2rpm                      Temperature control range: RT to100°C with over-temperature cut-off                      Heating methods: Electrical heating                      Stainless steel balls: <math>\phi</math> 6mm                      Standards: ISO 105-105-C06/C08/C10</p>

			<p>Standard Accessories-Washing pots 1set          -Stainless steel balls 1pack          Supplied with grey scales (A02/A03)          -English manual          -Certificate of quality          - At least 12 months warranty</p>
4	Thread Count Machine	1 unit	<p>Thread count machine - Fabric Pick Counter          Digital fabric-density analyser          Magnification of the camera: 20x~400x          Specimen: Woven fabrics, knitted fabrics          Measuring direction: Vertical/Horizontal          Counting direction: Warp-wise/Weft-wise          Display mode: Thread/10mmandthread/inch          Mode of storing results: Intext files          Supplied with a counting/pick glass as manual backup.          Standards ISO7211-2          -English manual          -Certificate of quality          - Warranty</p>
5	Analytical Balance	1 unit	<p>Analytical balance (300g/1mg)          Pan Size- 130mm          - warranty</p>
6	Crock Meter	1 unit	<p>Electronic Crockmeter          Rubbing head diameter: 16mm          Vertical pressure: 9N±0.2N (downward force)          Rubbing head track: 104±3mm (stroke)          Preset rub counter with auto-stop.          Supplied with standard rubbing cloth and grey scale for staining.          Test speed: 60±2rpm          Standards ISO105-X12          -Rubbing cloth 1box          -Sand paper 2pcs          -Rings 2pcs          -Powerline 1pc          -English manual          -Certificate of quality          - Warranty</p>
7	Wascator and Shrinkage Template	1 unit each	<p>Wascator (Reference washing machine in textile laboratories)          -Automatic Shrinkage Tester          Washing model: front-loading, horizontal drum tumbling-box type          Diameter of tumbling-box: 520±1mm          Depth of tumbling-box: 315±1mm          Height of Lifter: 53±1mm          Rotating method normal model: Clockwise Rotating: 12±0.1s, pause3±0.1s,          Anticlockwise Rotating Soft model: 12±0.1s, pause3±0.1s          Clockwise Rotating: 3±0.1s, pause12±0.1s,</p>

			<p>Anticlockwise Rotating: <math>3\pm 0.1s</math>, pause <math>12\pm 0.1s</math> Rotation speed  Washing 52r/min  Spin: <math>(500\pm 20)</math> r/min  Fill water time: &lt;2min (water in high level 13cm)  Drainage duration: &lt;1min (water in high level 13cm)  Heating power: <math>5.4\pm 2\%</math> KW  Load weight: 5kg  Supplied with a matching tumble dryer  Standards ISO 6330 and ISO5077  -Water Faucet 1pc  -Water Inlet pipe 1pc  -Foot Margin 4pcs  -English manual  -Certificate of quality  -Warranty</p> <p><b><u>Shrinkage Template</u></b>  Shrinking Template –Shrinkage Marking Template Print Length:  500mm×500mm 350mm×350mm 250mm×250mm  Measure Accuracy: <math>\pm 0.5mm</math> Standards ISO5077  -English manual  -Certificate of quality</p>
8	GSM Cutter	1 unit	<p>Circular Sample Cutter  Control Mode: Manual  Cutting area: 100cm<sup>2</sup>  Cutting diameter: <math>\Phi 112.8mm</math>  Cutting thickness: <math>\geq 5mm</math>  Standards: ISO3801  - Replaceable hardened blades (Spare blades 4pcs)  -Cutting mat 1pc  -Certificate of quality  -English manual</p>
9	Elmendorf Tear Tester	1 unit	<p>Elmendorf Tear Tester –Electric Tearing Tester  Operation display: touch screen + PC control  Range of tearing force: 16N/32N/64N  Interchangeable pendulums covering the measurement range (16N/32N/64N)  Accuracy: <math>\pm 1\%</math>  Incision Length: <math>20\pm 0.2mm</math>  Rip Length: 43mm  Sample clamping methods: Pneumatic clamp  Supplied with PC and output printer  Standards ISO13937-1, ASTM D1424  Supplied with calibration weights and certificate  -Sample Template 1pc  -Automatic auto-zero  -English operation software 1pc  -Cable connect with PC 1pc  -English manual</p>

			-Certificate of quality - Warranty
10	Crease Recovery Tester	1 unit	Crease Recovery Angle Tester with Loading Device Weights: 500g,500g,1500g Recovery Angle Resolution: ±1 Degree Size of Specimen: 40×15mm Standards ISO2313-1& ISO2313-2 -Pressure Frame 1pc -English manual -Certificate of Quality - Warranty
11	UV-VIS Spectrophotometer	1 unit	Spectrophotometer-Automatic Textile Formaldehyde Tester Operating Mode: Microprocessor control On-line Operation: Cando standard curve and data storage, data statistical analysis\calculate\tabulation\print and other data processing. Measurement Range: Light Transmittance: 0%—100%; absorbancy: 0—2.0; Formaldehyde content: 5.00-500.00mg/kg(sampleattenuationcanreach5000mg/kg) Wavelength Range: 190~1100nm, adjustable; wavelength precision: ±3nm; wavelength repeatability: ±1nm spectral bandwidth ≤2nm Light Source: Imported tungsten halogen lamp (6V/10W,2000h) Concentration Precision: ≤1%@412nm Standards ISO 14184-1 - Supplied with matched cuvettes, calibration-curve software -Certificate of quality -English manual - Warranty
12	Colour Assessment Chamber	1 unit	Colour Assessment Chamber with Color Matching Cabinet Standards: ISO 105-A03, ISO 3668 Switchable light sources – with lamp hour counter and life monitoring - 45 Standard Grandstand - With grey scales - Tube - Powerline - English Manual - Certificate of quality - Warranty
13	Bursting Strength Tester	1 unit	Bursting strength of woven, knitted and non-woven fabrics, papers and Board Standards: ISO 13938-1; ASTM D3786 Maximum burst pressure 1000kPa - Test set of 7.3cm <sup>2</sup> - Test set of 50cm <sup>2</sup> - Wriench

			Automatic diaphragm correction - Stainless steel calibration plate - 2 spare Rubber Diaphragms - English operating Software (validated) - Cable Connects with PC - Supplied Air Compressor - Certificate of quality & traceable calibration certificate - English Manual - At least 12 months warranty
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## 9. Sustainability

Form for Sustainability statement and approach

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

Sustainability methodology	Implementation approach

### Part 2: Technical Specification Compliance.

- Bidders are required to fill the table below to respond and provide detailed product catalogue, where applicable, of proposed brand and model.
- The technical specifications also serve as the evaluation criteria.
- Bidders MUST provide a substantive response for all features of their proposed product. Use of 'YES', 'NO', 'Tick', 'Compliant' or non-descriptive responses will be considered non-responsive. Provision of filling in the compliance sheets shall NOT be assumed to indicate compliance of the items listed in this bid. The bidder MUST explicitly indicate the technical specification they propose to supply in their submission to be considered as responsive.
- Bidders MUST provide specifications for items 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.

**TRADEMARK AFRICA**

**JUNE 2026**

## RESPONDING FORMAT

The response to the IFB must be presented in the following format.

<b>Proposal Section</b>	
<b>Table of Content (with active links to respective pages)</b>	
<b>Executive Summary</b>	
<b>Introduction</b>	
<b>Part 1</b>	<b>Firm &amp; Personnel Experience and Certifications.</b>
<b>Part 2</b>	<b>Technical Specifications datasheets</b>

## **APPENDICES**

### **APPENDIX 1: SUPPLIER CODE OF CONDUCT**

This document is shared as a separate document from the tender document. Email guidelines on submitting electronic copies are also attached separately.

**APPENDIX 2: RESUME TEMPLATE**

**PLEASE SUBMIT ONLY ONE (1) RESUME FOR EACH OF THE POSITIONS LISTED FOR THE PROPOSED KEY PERSONNEL AND SHORT-TERM TECHNICAL SUPPORT STAFF. IF MORE THAN ONE RESUME IS SUBMITTED FOR THE SAME POSITION, ONLY THE FIRST RESUME WILL BE EVALUATED. PLEASE ALSO CLEARLY INDICATE THE POSITIONS THAT EACH OF THE SUBMITTED RESUMES WILL HAVE IN THIS ASSIGNMENT**

<b>Job Title/Role:</b>	{e.g., TEAM LEADER}
<b>Expert's Name:</b>	{Insert Full Name}
<b>Date of birth:</b>	{day/month/year}
<b>Country of citizenship/residence</b>	

**Education:** {List colleges/universities or other special educational institutions, including the name of the educational institutions, dates of attendance, degree(s)/diploma(s) obtained, **attach valid copies of certificates and attestations**}

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**Record of Employment relevant to the assignment:** {Starting with the current position, list in reverse order. Please provide the dates, name of the employing organization, titles of positions held, types of activities performed and location of assignment, as well as contact information for previous clients and employing organizations that can be contacted for references. It is not necessary to include previous jobs that are not relevant to the assignment.}

<b>Period</b>	<b>The organization that employs you and your title/position. Contact information for references</b>	<b>Country</b>	<b>Summary of activities carried out in relation to the mission</b>
[e.g., May 2005 to present]	[e.g., Ministry of ....., advisor/consultant for...  For references: Tel...../e-mail.....; Mr. Hbbb, Deputy Minister]		

**Membership in professional associations and publications:**

---

**Language skills (indicate only the languages you can work in, ranked from 1 to 5 for speaking, writing and reading, where 1 is poor and 5 is excellent):**

Language	Reading	Writing	Speaking

**Suitability for the Mission:**

Detailed tasks assigned to the consultant's team of experts ( <i>insert time period</i> )	Reference to previous work or assignments that best illustrates the ability to manage assigned tasks
{List all deliverables/tasks that the expert will be involved in}	

**Contact details of the expert:** (e-mail.....)

Telephone.....)

**Certification:**

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications and experience, and that I am available to undertake the assignment in the event of a reward. I understand that any misrepresentation or misrepresentation described herein may result in my disqualification or termination by Customer, and/or sanctions by Customer.

{Day/Month/Year}

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Expert's Name

Signature

Date

{Day/Month/Year}

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Name of authorized representative

Signature

Date

the consultant (*the same who signs the proposal*)

**Note:**

1. If the consultant does not sign the CV (physically or electronically), the CV may not be considered.
2. Failure to submit copies of certificates and/or accreditations may result in the invalidation of the CV.

**APPENDIX 3 – BUSINESS EXPERIENCE**

*[Using the format below, provide information on each engagement for which your firm, and each partner for that engagement, has been legally contracted, either individually as a legal entity or as one of the large companies within an association, for the performance of advisory services similar to those requested in connection with that engagement.]*

<b>Name of the mission:</b>	<b>Approximate contract value (in US dollars or current euros):</b>
<b>Country:</b> <b>Location in the country:</b>	<b>Duration of the mission (months):</b>
<b>Customer Name:</b>	<b>Total number of mission-months employed:</b>
<b>Address:</b>	<b>Approximate value of the services provided by your company under the contract (in U.S. dollar equivalent):</b>
<b>Start date (month/year):</b> <b>Completion Date (Month/Year):</b>	<b>Number of professional months provided by associate consultants:</b>
<b>Names of Associate Consultants, if applicable:</b>	<b>Name of the senior managers of your company concerned and functions held (indicate the most significant profiles such as project director/coordinator, team leader):</b>
<b>Narrative description of the project:</b>	

**Description of the actual services provided by your staff as part of the mission:**

**APPENDIX 4 : DRAFT CONTRACT (for information purposes only)**

**[INSERT APPROPRIATE LOGO]**

**CONTRACTUAL TITLE:** [INSERT]

**CONTRACT REFERENCE:** [INSERT]

**CONTRACT FOR:** [INSERT]

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

**CLIENT:** [INSERT]

**CONTRACTUAL PARTNER:** [INSERT]

**SUPPLIER:** [INSERT]

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

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

**DELIVERY:** INSIDE **6 WEEKS** FROM THE DATE OF SIGNING OF THIS AGREEMENT.

**DELIVERY LOCATION:**

**[INSERT]**

## SECTION 1

### GENERAL TERMS AND CONDITIONS OF THE CONTRACT

#### Definitions

In this Agreement, the following terms shall be construed as set out:

1. "The Contract" means the agreement between TMA and the Supplier, as set out in this Contract Document signed by the parties, including all attachments and annexes thereto and all documents incorporated herein by reference.
2. "Contract Price" means the price payable to the supplier under the Contract for the full and correct performance of its contractual obligations.
3. "The Goods" means all equipment, machinery and/or other materials that the supplier is required to supply to the Customer under the Agreement.
4. "TMA" means TradeMark Africa
5. "Supplier" means the natural or legal person who provides the Goods under this Agreement.
6. "Customer" means the organization on whose behalf TMA purchases the goods/equipment.
7. "The Services" means 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 similar obligations of the Supplier covered by the Contract.

This Agreement is between **[INSERT NAME OF PROVIDER]**, whose principal place of business is located at **[INSERT]**. (hereinafter referred to as the "Provider") and " **TradeMark Africa**", whose registered office is located at **[INSERT]** ; (hereinafter referred to as the "Financier") to provide the designated equipment to **[INSERT]** (hereinafter referred to as 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 Customer receives the products supplied by the Supplier. It consists of four sections; the first containing the general conditions, the second containing the special conditions, the third containing the technical specifications and the fourth section containing the price list.

The Supplier undertakes to deliver the products to the Client in accordance with its offer. After accepting the offer made by the Supplier, TMA agrees to pay to the first a total price of **[INSERT AMOUNT IN LETTERS AND NUMBERS]** including freight costs, installation and all applicable taxes.

There is no employer/employee relationship, real or implied.

##### **1. Standards**

The goods supplied under this contract must comply with the standards referred to in section 3 of the Technical Specifications.

##### **2. Enforceability of the contract**

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

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

Supplier shall not, without the prior written consent of TMA, disclose the Contract, or any provision, specification, plan, drawing, model, sample or information provided by or on behalf of TMA.

##### **4. Patent Rights**

The Supplier shall indemnify TMA against all claims of third party infringement of patents, trademarks or industrial design rights arising out of the use of the Goods or any part thereof in the country of operation of TMA.

##### **5. Performance Security**

Within thirty (30) days of receipt of the notification of contract award, the successful supplier shall provide TMA with the performance bond for the amount specified in the specific conditions of the contract.

- a) The Performance Bond is payable to TMA as compensation for any loss resulting from the Supplier's failure to perform its obligations under the Contract.
- b) The performance bond must be denominated in the currency of the contract or in a freely convertible currency acceptable to TMA and must be in the form of a bank guarantee or an irrevocable letter of credit issued by a reputable bank accepted by TMA.
- c) Performance security shall be paid by TMA and returned to Supplier no later than thirty (30) days after the date of completion of Supplier's performance obligations under the Contract, including warranty obligations, under the Contract.

## **6. Inspection and testing**

The Client or its accredited agents have the right to carry out the inspection of the products in order to determine their compliance with the technical specifications as defined in the tender document and/or the bidder's bid. All goods delivered must be new, free of defects and recently manufactured. Used and/or refurbished goods or components will be automatically rejected.

- a) Inspections and tests may be carried out at the premises of the Supplier or its subcontractor(s), at the point of delivery and/or at the final destination of the Goods. If it is an operation performed on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be provided to the inspectors at no cost to the Customer.
- b) If any inspected or tested goods do not conform to specifications, the customer must reject the goods and the supplier replaces the rejected goods at no cost to TMA.

## **7. Pricing**

The prices charged by the Supplier for the goods delivered and the services performed under the Contract may not differ from the prices indicated by the Bidder in its bid, except for the price adjustments permitted in the Special Conditions of the Contract.

## **8. Mission**

The Bidder shall not assign, in whole or in part, its obligations under this Contract except with the prior written consent of TMA.

## **9. Subcontracting**

The Supplier shall notify TMA in writing of all Subcontracts awarded under this Contract if they are not already specified in the Offer. Such notice, whether in the initial offer or subsequently, shall not relieve Supplier of any liability or obligation under the Agreement

## **10. Duration**

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

## **11. Termination**

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

## **12. Delivery and reception**

The supplier is responsible for the delivery of the products specified in Article 4. Products must be delivered within **xx weeks** of signing the contract.

- a) It is the responsibility of the Client or its agent to make the premises available for the reception and inspection of the products. The Customer or its authorized representative will issue an acknowledgement of receipt when the products are found to conform both in quantity and description to the items listed in Article 3 of this contract.
- b) The supplier is responsible for the installation and testing of the products specified in point 3. The Customer or its agent will issue a Certificate of Acceptance when it is proven that the Products are fully functional in accordance with the product specifications specified in the Bidder's bid and the technical specifications set out in the Tender.

## **13. Payment**

All invoices will be in U.S. dollars addressed to TMA. The payment schedule will be as described in Article 4 of this contract.

## **14. Performance Bond**

In certain circumstances, the customer or TMA may require the supplier to provide a performance bond of 10% of the total contract price upon signing the agreement, which expires when the Certificate of Acceptance has been issued.

## **15. Supplier Equipment**

Any material supplied by the Supplier and the ownership of which is not transferred to the Client upon conclusion of the contract is the sole responsibility of the Supplier and must be removed from the Client's premises within one week of the conclusion of the contract.

## **16. Insurance**

The Supplier undertakes to put in place all legally required insurance throughout the duration of this contract as well as any other specific insurance required by the Client as advised to the

Supplier before the contract is signed. The goods supplied under the contract are fully insured against loss or damage related to the manufacturer or the acquisition, transport, storage and delivery.

### **17. Billing**

Invoices submitted to the TMA must include imports, customs duties, value-added tax, and any other similar fees or charges imposed. Original invoices should be sent to [invoices@trademarkafrica.com](mailto:invoices@trademarkafrica.com) . Invoices must clearly indicate the contract number, dates and months to which they relate. Invoices should also include details of the consultant's bank account to which TMA will transfer payments.

### **18. Liquidated damages**

If the Supplier fails to deliver all or part of the Goods within the time(s) specified in the Contract, TMA shall, without prejudice to its other remedies under the Contract, deduct from the Contract Prices a sum of damages equivalent to 2% for each week of delay in the delivered price of the delayed Items up to a maximum deduction of 10% of the Delayed Goods.

In the event of non-performance by the Supplier after the application of the maximum fine, the Client shall have all rights, after having informed the Supplier in writing, to:

- Exercise any performance guarantee;
- Terminate the contract; and
- Contract with a third party at Vendor's expense.

### **19. Bankruptcy**

If the Supplier becomes bankrupt or insolvent or is the subject of a receivership order or settles with its creditors or commences liquidation proceedings (not being a voluntary liquidation of a member for the purpose of reconstruction or amalgamation) or carries on business under the authority of a receiver for the benefit of its creditors or any of its creditors, TMA is free either:

- a) Terminate the Agreement immediately by sending written notice to the bankrupt or insolvent party, receiver or liquidator or any other person to whom the Supplier's rights may be vested, or to
- b) Give such receiver, liquidator or other person the opportunity to continue the Agreement provided that such person provides security for the proper and faithful performance of the Agreement within a period to be agreed.

### **20. Force majeure**

In the event of force majeure, the Supplier is entitled to an extension of the delivery period equivalent to the period of delay. Force majeure includes, but is not limited to, acts of God, civil

war, and any circumstance that could not have been reasonably foreseen by a competent Supplier.

The Supplier shall not be liable for forfeiture of its performance guarantee or termination for default if and to the extent that its delay in performance or any other failure to perform its obligations under the Agreement is the result of a force majeure event.

## **21. Entire Agreement**

In addition to this Agreement, the following elements form part of the Agreement:

- Notification Letter
- The bidder's bid
- The provisions of the tender document.

## **22. Limitation**

This Agreement constitutes the entire rights and obligations under this Agreement. There are no additions, deductions or changes unless agreed to in writing by both parties.

## **23. Applicable law and language**

The language of the contract and the applicable law governing the contract are **English** and the law of **Ghana**, respectively, unless otherwise specified.

## **24. Dispute Resolution**

TMA and the Supplier shall endeavour to resolve amicably by means of direct informal negotiation and any 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 not been able to resolve a contractual dispute amicably, Either party may require arbitration 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 Agreement, including its formation, interpretation or breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the laws of **Ghana** then in effect.

Notwithstanding any arbitration or judgment proceedings, neither party shall commit any anticipated breach of contract.

## **25. Joint venture, consortium or association**

If Supplier is a joint venture, consortium or association, all parties shall be jointly and severally liable to Buyer for the performance of the provisions of the Contract and shall appoint a party to act as lead arranger with the authority to bind the joint venture, consortium or association. The composition or constitution of the joint venture, consortium or association may not be changed without the prior consent of the buyer.

## **26. Taxes and duties**

The Supplier is fully responsible for all taxes, duties, etc. incurred until delivery of the contracted goods to the buyer.

## **27. Risk and Title**

Risk and title to the Goods pass upon delivery to the Customer's site as defined in this Agreement.

## **28. Privacy**

The Supplier shall not, without the prior written consent of the Buyer, disclose the Contract, or any provision thereof, or any specifications, plans, drawings, models, samples or information provided by or on behalf of TMA in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to such employees shall be made in confidence and shall extend only to the extent that it may be necessary for the purpose of such performance.

## **29. Warranty**

- a) The Supplier warrants that the Goods supplied under the Contract are new, unused, of the latest or current models, and that they incorporate all recent improvements in design and materials, unless otherwise provided in the Contract.
- b) The Supplier further warrants that all Goods supplied under this Agreement shall not be defective in design, materials or workmanship (except where the design and/or material is required by the Buyer's specifications) or any act or omission of the Supplier, which may arise in the course of normal use of the Goods supplied under the conditions prevailing in the country of destination final.
- c) This warranty shall remain valid for twelve (12) months after the Goods, or any part thereof, as the case may be, have been delivered and accepted at the final destination set out in the Contract or within such other period as set out in the SCC.
- d) TMA will promptly notify the supplier in writing of any claim arising under this warranty.
- e) Upon receipt of such notice, Supplier shall, within 21 days, promptly repair or replace the defective Goods or parts thereof at no cost to Buyer.
- f) If the Supplier, after being notified, fails to remedy the defect(s) within 21 days, TMA may take the necessary corrective action, at the Supplier's risk and expense and without prejudice to any other rights that TMA may have against the Supplier under the Contract.
- g) Delays in remedies beyond 21 days shall be subject to liquidated damages at the rate provided in this Agreement, without prejudice to any other rights or remedies that Buyer may have against Supplier under the Contract.

## **30. Extension of time limit**

If, at any time during the performance of the Contract, the Supplier or its subcontractor(s) should meet conditions preventing the timely delivery of the Goods and the performance of the Services, the Supplier shall promptly inform TMA in writing of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, TMA shall assess the situation and may, at its discretion, extend the Supplier's performance period, with or without damages, in which case the extension shall be ratified by the parties by amending the Agreement.

**31. Transport**

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

**32. Effective date of the contract**

This Agreement shall commence on the date on which the last of the undersigned signatories shall sign it.

**Supplier**

**Financial**

**Name:**

**Name: Joseph Namwaya**

**Position:**

**Position: Purchasing Manager**

**Signature:.....**

**Signature:.....**

**Date:.....**

**Date:.....**

**For and on behalf of XXXXXXXXXXXXXXXX For and on behalf of TradeMark Africa**

## SECTION 2

### SPECIAL CONDITIONS OF THE CONTRACT

#### 1. Notes on the specific conditions of the contract

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

The provisions of Article 2 supplement the general terms and conditions of the contract included in Article 1, specifying the contractual requirements related to TMA's particular circumstances and the goods purchased. In preparing Section 2, the following aspects should be taken into consideration.

- a) Information that completes the provisions of section 1 must be incorporated and
- b) Amendments and/or additions to the provisions of Section 1, if the circumstances in which the goods are purchased, shall also be incorporated.

Special terms and conditions of the contract relating to the GTC

GCC REFERENCE	SPECIAL CONDITIONS OF THE CONTRACT
Article 5 – Guarantee of performance	N/A
Article 14 – Performance Guarantee	N/A
Article 31 - Transport	<b>Delivery Duty Paid (DDP) according to Incoterms 2020:</b> The seller assumes all risks and costs of transportation (export fees, transportation, insurance and destination port costs, and delivery to the final destination) and pays all customs duties/import duties.



### 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.

	Item	Description	Qty	Unit Selling (\$)	Total Price (\$)
<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**
- The price list **MUST** be attached to the financial proposal and password protected
- Prices must be competitive (including all applicable taxes, levies, and DDP).



**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.
- 
- a) 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.
  - b) 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.
  - c) 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.
  - d) Acknowledge and agree not to disclose the confidential information obtained from the discloser to anyone unless required to do so by law.
  - e) 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: \_\_\_\_\_