



**STANDARD BIDDING DOCUMENT**

**PROCUREMENT OF GOODS**

**PROCUREMENT TITLE: SUPPLY, DELIVERY, INSTALLATION, TESTING, COMMISSIONING AND SUPPORT OF FIFTEEN (15) CLIP-ON REEFER GENERATOR SETS WITH INTEGRATED COLD CHAIN MONITORING SYSTEMS FOR STANDARD GAUGE RAILWAYS (SGR) FOR KENYA RAILWAYS CORPORATION IN KENYA**

**REFERENCE NUMBER: PRQ20251388**

**ISSUE DATE: 08 JUNE 2026**

**CLOSING DATE: 06 JULY 2026 ON OR BEFORE 11:00 AM (KENYA TIME)**

**TRADEMARK AFRICA**

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

### Implementing Agency:

TradeMark Africa

*Fidelity Insurance Centre*

*2nd Floor, Off Waiyaki Way*

*P.O Box 313-00606*

*Nairobi, Kenya.*

*Tel +254 20 423 5000*

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

### Recipients:

1. Kenya Railways Corporation
2. TradeMark Africa

**Project Title: SUPPLY, DELIVERY, INSTALLATION, TESTING, COMMISSIONING AND SUPPORT OF FIFTEEN (15) CLIP-ON REEFER GENERATOR SETS WITH INTEGRATED COLD CHAIN MONITORING SYSTEMS FOR STANDARD GAUGE RAILWAY (SGR) FOR KENYA RAILWAYS CORPORATION IN KENYA**

**Date of Issue of Request: 08 June 2026**

### INSTRUCTION TO BIDDERS (ITB)

Dear Supplier:

- 1) TRADEMARK AFRICA (TMA) invites bids from eligible and qualified bidders for the **supply, delivery, installation, and commissioning of fifteen (15) clip-on reefer generator sets (gensets) with integrated telematics and remote monitoring systems for Standard Gauge Railway (SGR) for Kenya Railways Corporation in Kenya.**
- 2) This IFB is open ONLY to restricted eligible entities (“Bidders”) who wish to respond. Bidders may only associate with each other in the form of a joint venture or under a sub-contractual agreement to complement their respective areas of supply to enhance their capacity to carry out the supply of goods and provision of required services and so long as any association is formed, or sub-contract is entered into in accordance with the bidding document associated with this IFB.
- 3) A supplier will be selected under a competitive bidding method, the evaluation procedure for which is described in sections of the bidding document associated with this IFB in accordance with the “TMA Procurement Guidelines.”
- 4) The quotation(s) should be submitted as per the following instructions and in accordance with the attached Contract. The attached Terms and Conditions of Supply is an integral part of the Contract.

- a) PRICES: The **Prices shall be quoted in US Dollars**. The Bid Prices and discounts shall be quoted in the Bid Submission Sheet and in the Price Schedule (attached). The total Bid Price shall include taxes which shall be presented separately for purposes of tax. **The financial proposal should not be combined with the technical proposal but should be submitted as a separate document. The financial proposal MUST be in PDF and password protected.**
- b) SUBMISSION OF BIDS: Your bid shall be submitted via email only at the address [procurement@trademarkafrica.com](mailto:procurement@trademarkafrica.com) on or before **Monday, 06 July 2026 on or before 11:00AM (Kenyan Time)**
- c) **Pre bid meeting is scheduled on Tuesday 16th June 2026 at Naivasha Inland Container Depot (ICD) at 10.30 am. Naivasha ICD is located Mai Mahiu area; bidders are required to attend.**

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

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

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

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

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

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

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

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

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

DATA SHEET

| <b>ITB</b> | <b>Clause</b>              | <b>Description/Details</b>            |
|------------|----------------------------|---------------------------------------|
| <b>3</b>   | <b>Product Catalogue</b>   | Applicable                            |
| <b>6</b>   | <b>The Incoterms</b>       | DDP                                   |
| <b>8</b>   | <b>Validity of The Bid</b> | 120 days from the date of submission. |
|            |                            |                                       |

**I. AGREEMENT**

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

**RECITALS**

WHEREAS:

- (a) TRADEMARK AFRICA (TMA) invited bids for the supply of those goods on the terms and conditions set forth in this Contract and has accepted a bid by the **supply, delivery, installation, and commissioning of fifteen (15) clip-on reefer generator sets (gensets) with integrated telematics and remote monitoring systems for Standard Gauge Railway (SGR) for Kenya Railways Corporation in Kenya.**

THEREFORE, the parties hereto agree as follows:

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

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

**TRADEMARK AFRICA**

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

**Name:**

**Name:**

**Position:**

**Position:**

**Signature:.....**

**Signature:.....**

**Date:.....**

**Date:.....**

## II. TERMS AND CONDITIONS OF SUPPLY

**Project Name:** Supply, delivery, installation, commissioning of fifteen (15) clip-on-refer generator sets (gensets) with integrated telematics and remote monitoring systems

**Implementing Agency:** TradeMark Africa

**Recipient:** Kenya Railways Cooperation (KRC)

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

1. Schedule for Supply

| S. No | Item No | Quantity | Delivery Time |
|-------|---------|----------|---------------|
|       |         |          |               |
|       |         |          |               |
|       |         |          |               |

Specify, if applicable:

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

2. Fixed Price: The prices indicated above are firm and fixed and not subject to any adjustment during contract performance.
3. Delivery Schedule: The delivery should be completed as per above schedule but not exceeding nine (9) months from the date of signing the contract.
4. Insurance: The Goods supplied under the Contract shall be fully insured in a freely convertible currency against loss of damage incidental to manufacture or acquisition, transportation, storage and delivery. The insurance shall be in an amount equal to 110 percent of the value of the Goods on from “warehouse “to “warehouse” on “All risks” basis. All risks, meaning the insurance cover shall include all kinds of risks including risks in times of war and strikes.
5. Applicable Law: The Contract shall be interpreted in accordance with the **laws of Kenya**.
6. Resolution of Disputes: TMA and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute between them under or in connection with the Contract. In the event the dispute remained unresolved between TMA and the Supplier, the

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

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

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

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

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

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

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

13. Required Technical Specifications:

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

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

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

Termination by TMA

Termination for Default:

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

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

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

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

#### Termination for Insolvency

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

#### Termination for Convenience

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

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

#### Suspension or Termination Related to the Funding or Applicable Law

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

#### Liquidated Damages

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

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

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

### III. Bid Submission Form

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

**Reference No:** PRQ20251388

**Bid Ref:** supply, delivery, installation, and commissioning of fifteen (15) clip-on reefer generator sets (gensets) with integrated telematics and remote monitoring systems for Standard Gauge Railway (SGR) for Kenya Railways Corporation in Kenya.

We, the undersigned, declare that:

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

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

| <b>Name of Recipient</b> | <b>Address</b> | <b>Reason</b> | <b>Amount</b> |
|--------------------------|----------------|---------------|---------------|
|                          |                |               |               |
|                          |                |               |               |
|                          |                |               |               |

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

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

Signed by:

Name:

In the capacity of:

Duly authorized to sign on behalf of:

Date:

Email address:

## SECTION I - TECHNICAL SPECIFICATIONS

### Terms of Reference

#### **Supply, Delivery, Installation, and Commissioning of fifteen (15) clip-on reefer generator sets (gensets) with integrated telematics and remote monitoring systems for Standard Gauge Railway (SGR) for Kenya Railways Corporation in Kenya.**

#### **1. Background / Project Overview**

TradeMark Africa (TMA) is a leading African Aid-for-Trade organisation founded in 2010, with a mission to grow intra-African trade, increase Africa's share in global trade, and make trade more pro-poor and environmentally sustainable. TMA operates on a not-for-profit basis and is funded by: Canada, Denmark, the European Union, Finland, France, the Gates Foundation, Ireland, the Mastercard Foundation, the Netherlands, Norway, Sweden and the United Kingdom. TMA works closely with regional and continental organisations, national Governments, the private sector, and civil society.

Since its inception, TMA has contributed significant progress in trade facilitation and economic integration across East Africa and the Horn, including a reduction of 16.5% in cargo transit times on the Northern Corridor from Mombasa to Bujumbura, and an average 70% reduction in border crossing times at selected one stop border posts. As of 2025, TMA operates in 14 countries across East, West and Southern Africa as well as the Horn. Registration is underway in a further six countries in West and Southern Africa.

In 2022, TMA set up a catalytic finance company – Trade Catalyst Africa – to pilot commercially viable projects in trade infrastructure (both physical and digital) and to expand access to trade finance for Small and Medium-Sized Enterprises (SMEs).

Both TCA and TMA are headquartered in Nairobi, Kenya. Country and regional offices are in: Arusha (EAC Secretariat), Burundi, Cote d'Ivoire, the Democratic Republic of Congo, Djibouti, Ethiopia, Ghana, Malawi, Rwanda, Somaliland, Tanzania, and Uganda, with operations in Mozambique, South Sudan and Zambia. For more information, please visit [www.trademarkafrika.com](http://www.trademarkafrika.com)

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

Currently, a significant portion of refrigerated export cargo is transported by road, exposing exporters to risks associated with traffic congestion, delays, fuel costs, inconsistent temperature management and increased greenhouse gas emissions. In support of sustainable freight transport and improved logistics efficiency, Kenya Railways Corporation has invested in reefer-capable wagons and cold chain handling infrastructure along the Standard Gauge Railway (SGR) corridor, including at Nairobi and Naivasha Inland Container Depots (ICDs).

To further operationalize rail-based cold chain logistics, TradeMark Africa (TMA) under the Sustainable Inclusive Trade in Africa (SITA) programme funded by the Ministry of Foreign Affairs of Denmark, and in

partnership with Kenya Railways Corporation, intends to procure fifteen (15) clip-on reefer generator sets (gensets) equipped with integrated telematics and remote monitoring systems to facilitate temperature-controlled logistics for fresh produce transported by rail for sea freight export. The equipment will support uninterrupted power supply to refrigerated containers during transit on the Standard Gauge Railway (SGR) while enabling real-time monitoring of cargo temperatures, equipment performance and automated alert notifications in the event of temperature fluctuations or operational faults.

The project is expected to strengthen the reliability of refrigerated rail transport, improve export competitiveness, reduce spoilage and post-harvest losses, and support Kenya's transition toward greener and more efficient freight logistics systems.

## **2. Objectives**

The objective of this assignment is to procure, deploy and operationalize fifteen (15) rail-compatible clip-on reefer generator sets with integrated temperature monitoring, telematics and alert management systems for use on refrigerated containers transported along the Kenya Standard Gauge Railway (SGR) network.

The assignment seeks to ensure continuous and reliable cold chain management for fresh produce exports by providing autonomous electrical power supply to reefer containers during rail transit while enabling real-time visibility of cargo conditions and equipment performance. The project also aims to improve logistics coordination among exporters, rail operators, terminal operators and shipping lines through the deployment of digital monitoring and reporting systems.

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

## **3. Recipient**

The primary recipient of the clip-on gensets will be Kenya Railways Corporation.

## **4. Scope of Work**

The successful bidder shall be responsible for the supply, delivery, installation, testing, commissioning and support of fifteen (15) clip-on reefer generator sets suitable for powering ISO refrigerated containers during rail transportation on the Kenya SGR network. The scope of work shall include the provision of integrated telematics systems capable of monitoring reefer container temperatures, genset operational status, fuel levels, GPS location and alarm conditions in real time. The supplier shall configure and operationalize a web-based and/or cloud-based monitoring platform accessible to authorized users through desktop and mobile interfaces.

The supplier shall ensure that the supplied gensets are fully compatible with commonly used refrigerated container systems (Integral Units), including Carrier Transicold, Thermo King, Daikin and Star Cool reefers or equivalents. The equipment shall be suitable for continuous operation under rail vibration conditions and varying climatic conditions experienced along the Nairobi–Naivasha–Mombasa logistics corridor.

The supplier shall ensure the supplied gensets are in compliance with Kenya's Environmental

Management and Coordination (Air Quality) Regulations Legal Notice 180 of 2024, and amendments (2025), as relates to internal combustion engines not producing air pollutants (i.e. Hydrocarbons, Carbon Monoxide, Nitrogen Oxides, Particulate matter) during engine running, by having the acceptable emission control technologies as provided in the schedules of the regulation.

The supplier shall also provide all associated accessories, mounting systems, communication modules, user manuals, maintenance documentation, spare parts recommendations and operational safety requirements necessary for full deployment and utilization of the equipment. The assignment shall further include installation support, functional testing, commissioning and verification of monitoring systems, including demonstration of alarm functionality and remote notification capability.

The supplier shall conduct comprehensive training for operational personnel, maintenance technicians and system administrators on equipment operation, preventive maintenance, troubleshooting procedures, monitoring platform utilization and emergency response procedures, safe refuelling procedures, fire prevention and emergency response, safe maintenance practices; environmental management requirements etc.

## **5. Technical Requirements**

The clip-on-reefer generator sets shall be brand-new, heavy-duty units designed for powering refrigerated ISO containers during inland rail transport operations. The equipment shall have a minimum continuous output capacity of 15 kW and shall support operation at 380–460 VAC, three-phase, 50 Hz electrical systems compatible with international reefer container standards.

Each genset shall be powered by a diesel engine with sufficient fuel tank capacity to support continuous operation for a minimum of seventy-two (72) hours without refuelling under normal operating conditions. The gensets shall be designed for outdoor operation under high ambient temperatures, humidity, dust exposure and rail vibration conditions typical of the Kenya SGR environment. The supplied generator sets shall be designed and manufactured to minimise fuel consumption, noise pollution (considering the SGR route is through protected wildlife areas), air pollutant emissions including greenhouse gas emissions during operation. Bidders shall provide manufacturer's certified information on:

- Fuel consumption rates at typical operating loads;
- Engine emissions performance;
- Noise emission levels;
- Engine emission certification or compliance with recognised international engine emission standards where applicable;
- Recommended operating practices for efficient fuel use and emissions reduction.

Alternative technologies or design features that improve environmental performance without compromising operational reliability may be proposed.

The monitoring and telematics system shall include real-time temperature monitoring capability, GPS tracking, fuel monitoring, generator fault diagnostics and automated alarm notifications through SMS, email and/or mobile application alerts. The system shall maintain historical operational records and allow users to generate reports related to temperature history, fuel consumption, alarm events and trip performance.

The equipment shall incorporate secure communication systems utilizing GSM/4G/LTE/5G connectivity and encrypted data transmission protocols. Preference shall be given to systems capable of integration with existing logistics management platforms and future interoperability with port and railway digital systems.

On environmental performance, the equipment shall:

- Minimise exhaust emissions and fuel consumption;
- Prevent fuel leakage during transport and operation;
- Be designed to minimise oil, fuel and coolant losses;
- Be supplied with environmental operating and maintenance guidance;
- Include provisions for environmentally sound management of waste oils, filters, batteries and other consumables.

Bidders shall provide certified operating noise levels measured at standard operating conditions and describe measures incorporated to minimise noise and vibration impacts.

On occupational health and safety aspects, the supplied equipment shall include:

- Emergency shutdown capability;
- Protection against electrical hazards;
- Safe refuelling arrangements;
- Hot surface protection;
- Appropriate guarding of moving parts;
- Safety labels and warning signage;
- Fire protection measures recommended by the manufacturer.

Bidders shall identify all hazardous materials associated with the equipment and provide recommended procedures for handling, storage, spill response and disposal.

## **6. Deliverables**

The successful bidder shall deliver fifteen (15) fully operational clip-on reefer generator sets together with all associated telematics equipment, communication devices, mounting accessories and operational components required for immediate deployment.

The supplier shall provide installation, testing and commissioning reports confirming that each genset and monitoring system has been fully tested and verified for operational readiness.

The supplier shall deliver user manuals, maintenance manuals, spare parts catalogues, technical drawings, wiring diagrams, warranty documentation and system configuration records in both hard copy and electronic formats.

The supplier shall establish and operationalize the remote monitoring platform and provide user accounts and administrative access to designated personnel from Kenya Railways and relevant stakeholders. The supplier shall provide and operationalize a unified telematics solution that integrates both the generator performance and the refrigerated cargo state into a single, hardware-agnostic platform. The solution must provide a means to monitor the reefers and offer- API-based data exchange for third-party stakeholders.

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

The supplier shall provide manufacturer-certified operational performance data for the proposed generator sets, including estimated fuel consumption under normal operating conditions, engine emissions information (where available), and recommended operational practices to optimise fuel efficiency and minimise greenhouse gas emissions throughout the equipment lifecycle.

## **7. Warranty and Support**

The supplier shall provide a minimum warranty period of twenty-four (24) months covering manufacturing defects, component failures and system malfunctions for both the gensets and telematics systems. During the warranty period, the supplier shall provide technical support, troubleshooting assistance and replacement of defective components at no additional cost to the Procuring Entity.

The supplier shall demonstrate the availability of spare parts and technical support services within Kenya or the East African region for a minimum period of five (5) years after delivery. The supplier shall indicate technical response timelines, escalation procedures and service support arrangements applicable during the warranty and post-warranty periods.

## **8. Reporting and Coordination**

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

Upon completion of the assignment, the supplier shall submit a final completion report summarizing all activities undertaken under the contract, including testing and commissioning results, as-built drawings and technical details, operation and maintenance manuals, spare parts documentation, system configuration records, report on trainings conducted, operational readiness confirmation and warranty support arrangements. The final report shall also include confirmation of successful installation and functionality of the temperature monitoring and alert notification systems.

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

## **9. Timelines**

The total contract period for manufacture, supply, installation, commissioning, and training is expected to be no longer than nine (9) months from contract award.

## **10. Contract Management and Supervision**

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

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

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

### Evaluation Criteria: Technical Bid Compliance Sheet

#### 11. Compliance Checklist for technical requirements

| No. | Requirement                      | Minimum Requirement  | Compliance/Not Compliance |
|-----|----------------------------------|--|---------------------------|
| 1   | Supply of clip-on reefer gensets | Fifteen (15) units<br>Compliance with the required technical specifications for the clip-on reefer gensets and monitoring systems  |                           |
| 2   | Equipment condition              | Brand new equipment  |                           |
| 3   | Reefer compatibility             | Compatible with Carrier, Thermo King, Daikin and Star Cool reefers   |                           |
| 4   | Rail suitability                 | Suitable for continuous rail operation and vibration conditions  |                           |
| 5   | Power output                     | Minimum 15 kW continuous output  |                           |
| 6   | Electrical configuration         | 380–460 VAC, 3-phase, 50 Hz  |                           |
| 7   | Fuel tank capacity               | Minimum 72-hour continuous runtime   |                           |
| 8   | Temperature monitoring           | Real-time cargo temperature monitoring capability  |                           |
| 9   | GPS tracking                     | Integrated GPS tracking capability   |                           |
| 10  | Alert notifications              | SMS and/or email alerts for temperature fluctuations and faults  |                           |
| 11  | Fuel monitoring                  | Integrated fuel monitoring capability  |                           |
| 12  | Remote dashboard                 | Web/cloud-based monitoring platform  |                           |
| 13  | Data retention                   | Historical operational data retention capability (specify duration)  |                           |
| 14  | GSM/4G communication             | Integrated GSM/4G/LTE/5G communication module with 2G or satellite fall-back capability. Demonstrate quality and functionality of the monitoring platform, alerts, GPS tracking, reporting and remote monitoring systems |                           |

| No. | Requirement                         | Minimum Requirement   | Compliance/Not Compliance |
|-----|-------------------------------------|---|---------------------------|
| 15  | Monitoring reports                  | Ability to generate real time operational and temperature reports   |                           |
| 16  | Security protocols                  | Encrypted communication capability  |                           |
| 17  | Delivery period                     | Delivery 9 months calendar days. Provide delivery schedule  |                           |
| 18  | Installation and commissioning      | Included in scope. Provide detailed methodology.  |                           |
| 19  | Training provision                  | Training of operators and technical personnel included  |                           |
| 20  | KR technical staff training         | Specialized training for six (6) Kenya Railways technical staff. Demonstrate quality and adequacy of proposed training programme including KR staff technical training  |                           |
| 21  | Warranty period                     | Minimum 24 months warranty. Demonstrate warranty coverage, spare parts support and technical response capability.   |                           |
| 22  | Spare parts support                 | Minimum 5 years support availability. Provide list of available spare parts.  |                           |
| 23  | Local/regional technical support    | Availability of technical personnel and support services in Kenya or East Africa  |                           |
| 24  | Reporting requirements              | Weekly, monthly and final reporting capability  |                           |
| 25  | Documentation                       | Product Manuals, drawings and technical documentation included  |                           |
| 26  | Environmental and safety compliance | Bidder provides documented information on fuel consumption, emissions characteristics and emission control technologies incorporated therein specifically for hydrocarbons, carbon monoxide, nitrogen oxides, and particulate matter, noise levels, safety features, hazardous materials management, operator safety measures and environmental operating requirements. |                           |
| 27  | OEM authorization                   | Manufacturer authorization certificate provided   |                           |
| 28  | Similar experience                  | At least three (3) similar assignments completed. Experience in similar reefer genset or cold chain logistics assignments.  |                           |
| 29  | Mobile application support          | Mobile monitoring application   |                           |
| 30  | API integration capability          | API integration with external systems   |                           |

Bidders must to provide a detailed information to clearly demonstrate the requirements listed above.

## Price schedule

| <b>SUPPLY, DELIVERY, INSTALLATION, TESTING, COMMISIONING AND SUPPORT OF FIFTEEN (15) CLIP-ON REEFER GENERATOR SETS WITH INTEGRATED COLD CHAIN MONITORING SYSTEMS FOR STANDARD GAUGE RAILWAY (SGR) FOR KENYA RAILWAYS CORPORATION IN KENYA</b> |  |             |            |                   |                     |
|---|--|-------------|------------|-------------------|---------------------|
| <b>NO.</b>  | <b>DESCRIPTION</b>   | <b>UNIT</b> | <b>QTY</b> | <b>RATE (USD)</b> | <b>AMOUNT (USD)</b> |
| <b>1.</b>   | <b>Contractual Preliminary Requirements</b>  | Sum         | 1.00       |                   |                     |
| 1.1   | Provide Insurances for the Works and performance bond.   | Sum         | 1.00       |                   |                     |
| 1.2   | Provide Insurance against injury to persons and damage to property   | Sum         | 1.00       |                   |                     |
| 1.3   | Mobilisation of personnel and equipment  | Sum         | 1.00       |                   |                     |
| 1.4   | Environmental Management: Development and implementation of Environmental, Health and Safety management Plan covering delivery, installation, testing, commissioning, training and emissions control and waste management operation and maintenance activities and undertake monitoring during project implementation. . | Sum         | 1.00       |                   | -                   |
| 1.5   | Environmental and Social (ES) Performance Security: Provide bank performance guarantee of 1.0% of the total contract amount from a reputable commercial bank tier one valid for the entire construction duration.  | Sum         | 1.00       |                   | -                   |
| 1.6   | Pre-shipment factory inspection (3 pax)  | Sum         | 1.00       |                   | -                   |
|   | <b>Sub-Total A</b>   |             |            |                   |                     |
|   |  |             |            |                   |                     |
| <b>2.</b>   | <b>Supply of 15 Clip-On Reefer Generator Sets</b>  |             |            |                   |                     |
| 2.1   | Supply of 15 kW clip-on reefer generator set complete with diesel engine, fuel tank (min. 72-hour capacity), electrical system (380-460 VAC, 3-phase, 50 Hz), integrated telematics module (GPS, GSM/4G), and all necessary mounting hardware.   | Set         | 15.00      |                   |                     |
|   |  |             |            |                   |                     |
| <b>3.</b>   | <b>Telematics &amp; Monitoring Platform</b>  |             |            |                   |                     |
| 3.1   | Supply, configuration, installation and operationalization of a unified cold storage web/cloud-based monitoring platform with mobile application, including user accounts, API setup, data retention and   | Sum         | 1.00       |                   |                     |

**SUPPLY, DELIVERY, INSTALLATION, TESTING, COMMISSIONING AND SUPPORT OF FIFTEEN (15) CLIP-ON REEFER GENERATOR SETS WITH INTEGRATED COLD CHAIN MONITORING SYSTEMS FOR STANDARD GAUGE RAILWAY (SGR) FOR KENYA RAILWAYS CORPORATION IN KENYA**

| <b>NO.</b>                                 | <b>DESCRIPTION</b>  | <b>UNIT</b> | <b>QTY</b> | <b>RATE (USD)</b> | <b>AMOUNT (USD)</b> |
|--|---|-------------|------------|-------------------|---------------------|
|  | testing. Ensure integration with KRC, KPA, clearing and forwarding agents and shipping lines and all other parties requiring information of the cargo while on transit on SGR.  |             |            |                   |                     |
| <b>4. Installation &amp; Commissioning</b> |   |             |            |                   |                     |
| 4.1  | On-site installation support, functional testing, system integration, and commissioning of all 15 gensets and monitoring systems at designated KR SGR depots.   | Sets        | 15.00      |                   |                     |
| 4.2  | Inspection and testing of Clip-on Reefer gensets with integrated Condition Monitoring Systems   | Sum         | 1.00       |                   |                     |
| 4.3  | Demobilization of equipment and staff   | Sum         | 1.00       |                   |                     |
| <b>5. Training</b>                         |   |             |            |                   |                     |
| 5.1  | Comprehensive training for operators, maintenance technicians, and system administrators, including specialized training for at least six (6) KR technical staff (practical and theoretical) to enhance project sustainability of the Clip-on Reefer gensets with integrated Condition Monitoring Systems | Sum         | 1.00       |                   |                     |
| <b>6. Documentation &amp; Deliverables</b> |   |             |            |                   |                     |
| 6.1  | Preparation of detailed weekly and monthly progress reports to cover the entire implementation period and quarterly warranty period inspection reports. Submit the installation and testing report.   | Sum         | 1.00       |                   |                     |
| 6.2  | Supply of user manuals, maintenance manuals, spare parts catalogues, technical drawings, wiring diagrams, warranty documentation, and system configuration records (hard and soft copies).  | Sum         | 1.00       |                   |                     |
| 6.3  | Manufacturer data on fuel consumption and emissions performance. The data will show how proposed equipment supports sustainable and low-carbon freight logistics through fuel-efficient operation, reduced emissions, equipment reliability, remote   |             |            |                   |                     |

| SUPPLY, DELIVERY, INSTALLATION, TESTING, COMMISIONING AND SUPPORT OF FIFTEEN (15) CLIP-ON REEFER GENERATOR SETS WITH INTEGRATED COLD CHAIN MONITORING SYSTEMS FOR STANDARD GAUGE RAILWAY (SGR) FOR KENYA RAILWAYS CORPORATION IN KENYA |   |      |      |            |              |
|--|---|------|------|------------|--------------|
| NO.  | DESCRIPTION   | UNIT | QTY  | RATE (USD) | AMOUNT (USD) |
|  | monitoring capabilities and any other design features that contribute to reduced environmental impacts over the equipment lifecycle.  |      |      |            |              |
| <b>7. Warranty &amp; Support</b>   |   |      |      |            |              |
| 7.1  | 24-month warranty covering manufacturing defects, component failures, and system malfunctions, including technical support for the clip on generators with cold storage monitoring system | Sum  | 1.00 |            |              |
| <b>8. Critical Spare Parts</b>   |   |      |      |            |              |
| 8.1  | Spare parts support availability for 5 years minimum after delivery of clip on generators with intergrated cold monitoring system. Provide list of available spare parts.                 | Sum  | 1.00 |            |              |
| <b>Sub-Total B</b>   |   |      |      |            |              |
|  |   |      |      |            |              |
|  |   |      |      |            |              |
| NO.  | DESCRIPTION <u>Summary Page</u>   | UNIT | QTY  | RATE (USD) |              |
|  | Sub-Total A   |      |      |            |              |
|  | Sub-Total B   |      |      |            |              |
|  |   |      |      |            |              |
|  | Sub-Total 1   |      |      |            |              |
|  |   |      |      |            |              |
|  | Add 10% Contingency Item  |      |      |            |              |
|  | Sub-Total 2   |      |      |            |              |
|  |   |      |      |            |              |
|  | Add 16% VAT   |      |      |            |              |
|  |   |      |      |            |              |
| <b>TOATL PRICE</b>   |   |      |      |            |              |

**i. Sustainability**

**Form for Sustainability statement and approach**

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

|                                   |                                |
|-----------------------------------|--------------------------------|
| <b>Sustainability methodology</b> | <b>Implementation approach</b> |
|-----------------------------------|--------------------------------|

|  |  |
|--|--|
|  |  |
|  |  |

**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>                                  |   |
|--|---|
| Table of Content (with active links to respective pages) |   |
| Executive Summary  |   |
| Introduction   |   |
| Part 1   | Firm & Personnel Experience and Certifications. |
| Part 2   | Technical Specifications datasheets             |
|  |   |
|  |   |

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

**[INSERT APPROPRIATE LOGO]**

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

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

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

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

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

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

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

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

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

**DELIVERY:** **WITHIN 6 WEEKS FROM THE DATE OF SIGNATURE OF THIS AGREEMENT.**

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

## SECTION 1

### GENERAL CONDITIONS OF CONTRACT

#### Definitions

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

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

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

The terms of the agreement are as follows:

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

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

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

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

#### **1. Standards**

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

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

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

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

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

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

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

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

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

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

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

## **6. Inspection and Tests**

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

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

## **7. Prices**

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

## **8. Assignment**

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

## **9. Subcontracts**

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

## **10. Duration**

The Agreement for the assignment for the Supply, Delivery, Installation, and Commissioning of fifteen (15) clip-on reefer generator sets (gensets) with integrated telematics and remote monitoring systems for Standard Gauge Railway (SGR) for Kenya Railways Corporation in Kenya is expected to be **9 months** from the date of contract signing. This timeline includes equipment delivery, on-site installation and calibration, staff training, and commissioning.

## **11. Termination**

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

## **12. Delivery and Reception**

The Supplier is responsible for delivering the products specified in Section 4. The products must be delivered within **9 months** from contract signing.

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

## **13. Payment**

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

## **14. Performance Bond**

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

## **15. Supplier Equipment**

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

## **16. Insurance**

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

## **17. Invoicing**

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

## **18. Liquidated Damages**

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

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

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

## **19. Bankruptcy**

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

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

## **20. Force Majeure**

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

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

## **21. Full Agreement**

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

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

## **22. Limitation**

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

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

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

## **24. Dispute Resolution**

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

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

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

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

## **26. Taxes and Duties**

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

## **27. Risk and Title**

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

## **28. Confidentiality**

The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the TMA in connection therewith, to any person other than a person employed by

the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

## **29. Warranty**

- a) The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract.
- b) The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the Purchaser's specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.
- c) This warranty shall remain valid for twenty four (24) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract or any other time period indicated in the SCC.
- d) TMA shall promptly notify the Supplier in writing of any claims arising under this warranty.
- e) Upon receipt of such Notice, the Supplier shall, within 21 days, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.
- f) If the Supplier, having been notified, fails to remedy the defect(s) within, 21 days, TMA may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which TMA may have against the Supplier under the Contract.
- g) Delays in remedial action beyond 21 days shall be subject to liquidated damages at the rate in this contract without prejudice to any other rights or remedies, which the Purchaser may have against the Supplier under the Contract.

## **30. Extension of Time**

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

## **31. Transportation**

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

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

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

**Supplier**

**Financier**

**Name:**

**Name: Joe Namwaya**

**Position:**

**Position: Head of Procurement**

**Signature:.....**

**Signature:.....**

**Date:.....**

**Date:.....**

**For and on behalf of XXXXXXXXXXXXXXX**

**For and on behalf of TRADEMARK AFRICA**

## SECTION 2

### SPECIAL CONDITIONS OF CONTRACT

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

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

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

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

Special conditions of contract as relates to the GCC

| REFERENCE OF GCC                | SPECIAL CONDITIONS OF CONTRACT  |
|---------------------------------|---|
| Clause 5 – Performance Security | N/A   |
| Clause 14 – Performance Bond    | 10% of the contract sum   |
| Clause 31 - Transportation      | Delivered Duty Paid (DDP): The seller assumes all the risks and costs of transport (export fees, carriage, insurance, and destination port charges, and delivery to the final destination) and pays any import customs/duty.<br><br>TMA will provide a VAT exception certificate in lieu of payment of the VAT amount. However, the bid price must include all applicable taxes and duties including VAT. |

**SECTION 3**

**PRICE SCHEDULE FOR GOODS**

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

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

**NOTE:**

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



## TRADEMARK AFRICA

### SUPPLIER CODE OF CONDUCT

|                  |            |
|------------------|------------|
| Control Version  | 3.0        |
| Date Published   | 24.10.2025 |
| 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, Uganda, 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
    - Uganda: +27 12 567 8383
    - Tanzania: +27 12 567 8440

- Rwanda, Burundi, DRC - +27 12 567 8432
- Ethiopia, Somaliland - +27 12 567 8433
- Cote D' Ivoire: +27 12 543 5452
- Other countries: Djibouti, Ghana, Malawi, Mozambique, South Sudan and Zambia,: +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.

- 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:
- Invention description(s), technical and business information relating to proprietary ideas and inventions;
  - Ideas, patentable ideas, trade secrets, drawings and/or illustrations, patent searches, existing and/or contemplated products and services; and
  - Research and development, production, costs, profit and margin information, finances and financial projections, customers, clients, marketing, and current or future business plans and models.
- c) Not, without the written consent of TMA, divulge to any third party any documents, data or other information furnished directly or indirectly by TMA, whether such information has been furnished

prior to, during or following termination of any binding engagement. Notwithstanding the above, the supplier may furnish to its subcontractor(s) such documents, data and other information it receives from TMA to the extent required for the subcontractor(s) to perform its work under any contract, in which event the supplier shall obtain from such subcontractor(s) an undertaking of confidentiality similar to that imposed on the supplier under this paragraph.

- d) Not use documents, data and other information received from the TMA for any purpose other than such work and services as are required for the performance of the contract.
- e) Acknowledge that the obligation of the supplier under the above paragraphs, however, shall not apply to information which:
  - i. had entered the public domain through no fault of the supplier;
  - ii. can be proven to have been possessed by the supplier at the time of disclosure; or
  - iii. otherwise lawfully became available to the supplier from a third party that has no obligation of confidentiality.

### 3.6 Intellectual Property (IP)

TMA suppliers shall,

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

### 3.7 Conflict of Interest

TMA suppliers shall,

- a) Not try to gain improper advantage or improperly impact any TMA employee's ability to make sound, impartial, and objective decisions on behalf of TMA.

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

### 3.8 Delivery Chain Management

TMA suppliers shall,

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

### 3.9 Environmental and Social Safeguards

TMA suppliers shall,

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

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

##### Environmental Risks

TMA's suppliers shall,

- a) Have an effective environment policy in place.
- b) Comply with national legislation and regulations regarding the protection of the environment.
- c) Where significant environmental and social risks are identified by TMA in the implementation of a specific assignment or project, develop a detailed environment and social impact assessment and

management plan, including an analysis of climate risk. The supplier will be required to show progress on the implementation of the plan during the execution of the project.

#### Social Risks

TMA's suppliers shall:

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

#### ESS2: Labour and Working Conditions

##### Healthy and safe working environment

TMA's suppliers shall:

- a) Ensure all reasonable risk mitigation measures relating to occupational health and safety (at the workplace) are put in place and applied.
- b) Ensure the workplaces, machinery, equipment and processes under their control are safe and without risk to health to any person.
- c) Ensure the chemical, physical and biological substances and agents under their control are without risk to health when the appropriate measures of protection are taken.
- d) Ensure where necessary, adequate protective clothing and protective equipment are provided to and used by staff to prevent, so far as is reasonably practicable, risk of accidents or adverse effects to health.

- e) For employees, ensure that adequate occupational safety training is provided and identifies, assesses and controls potential exposure to safety hazards and that training records are maintained in personnel files.
- f) Ensure thorough documenting, investigating, and reporting of all occupational accidents, incidents and diseases.
- g) Ensure the existence of and periodic testing of emergency prevention, preparedness, and response arrangements to emergency situations and this testing is documented.
- h) Ensure there are clearly explained remedies (including compensation) for adverse impacts such as occupational injuries, deaths, disability, and disease.
- h) Ensure compliance with national and local laws, regulations, systems and processes on occupational health and safety.

#### Non-discrimination and equal opportunity

TMA's suppliers shall:

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

#### Wages and Working Hours

TMA's suppliers shall:

- a) Not permit or require any person or employee whose work relates to a TMA-funded contract to work more than the maximum hours in any one work week permitted by applicable law or regulation unless such employees are paid overtime at rate specified by applicable law or regulation.
- b) Ensure that wages for persons or employees whose work relates to a TMA-funded contract comply with the statutory minimum wage requirements.
- c) Ensure, where the applicable national laws or regulations **do not** prescribe the minimum wage and/or maximum hours of work and/or overtime remuneration, that the prevailing International Labour Organisation standards are applied.

#### Harassment and Bullying

TMA suppliers shall:

- a) Create and maintain an environment that treats all employees and other persons with dignity and respect, and is free from threats of physical violence, bullying, psychological or verbal

harassment and/or sexual exploitation and abuse, perpetrated by employees and/or other contractors or persons engaged by them.

#### Forced or Compulsory Labour

TMA's suppliers shall:

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

#### Child Labour

TMA's suppliers shall:

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

#### Gender Mainstreaming

TMA suppliers shall:

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

#### Grievance Redress Mechanism.

TMA suppliers shall:

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

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

#### Pollution Prevention, Energy and Resource Efficiency

TMA suppliers shall:

- a) Ensure that deterioration in the quality of human health, environmental wellbeing, and/or loss of biodiversity is avoided.

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

**ESS4: Community Health and Safety**

TMA's suppliers shall:

- a) Take all preventative measures to ensure communities are protected from exposure to adverse project related risks to and impacts on their daily lives.
- b) Ensure that the design, construction, operation, and decommissioning of structural elements of projects are in accordance with national legal requirements, the ESIA and ESMP for the project and take into consideration safety risks to third parties and affected communities.
- c) Ensure that the risks and likelihood of emergency events are identified, and measures implemented to address them, including training of community personnel on emergency response initiatives and emergency redress equipment handling.

- d) Ensure that deliberate measures are put in place to avoid or minimize the potential for community exposure to diseases that are water-borne, water-based, and water-related, as well as those diseases that are either communicable or non-communicable, that could result from project activities, taking into consideration differentiated exposure to, and higher sensitivity of vulnerable groups.

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

TMA's suppliers shall:

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

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

TMA's suppliers shall:

- a) Endeavour to ensure the maintenance of the integrity of areas of important biodiversity and the ecosystem functions and services and their resilience through the application of the mitigation hierarchy of anticipate, avoid, minimise, mitigate, and compensate for Environmental and Social impacts.
- b) Identify and mitigate any risks of conversion or degradation of critical habitats such as critical forest areas, natural areas of cultural or religious value, areas that are legally protected (or officially proposed for protection), or areas of high conservation or biodiversity value.

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

TMA's suppliers shall:

- a) Undertake an assessment of the nature and extent of the expected direct and indirect economic, social and cultural and environmental impacts on indigenous peoples and Sub-Saharan African Historically Underserved Traditional Local Communities.

- b) In consultation with the indigenous peoples, develop a strategy to ensure the indigenous people's rights and interests are protected and that they have an opportunity to participate and benefit from the project (as appropriate).
- c) Incorporate the implementation plan of the strategy as part of the overall project implementation plan and include a component of this in regular reporting to TMA.
- d) Where directed by TMA, the supplier shall be expected to have specialised personnel for instance, an Anthropologist or Sociologist to support engagement with the communities.

**ESS8: Cultural Heritage**

TMA's suppliers shall:

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

**ESS9: Stakeholder Engagement and Information Disclosure**

TMA's suppliers shall:

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

**3.7 Terrorism, Organised Crime and Security**

TMA suppliers shall:

- a) Acknowledge that, for purposes of the Code, organised criminal activities include, but are not limited to, money laundering, human trafficking and smuggling, animal trafficking, drug dealing, purchase of illegal arms, cyber-crimes, child labour, kidnapping, and extortion.
- b) Acknowledge that the United Nations Security Council defines terrorism as “criminal acts, including against civilians, committed with the intent to cause death or serious bodily injury, or taking of hostages, with the purpose to provoke a state of terror in the general public or in a group of persons or particular persons, intimidate a population or compel a government or an international organization to do or to abstain from doing any act.”
- c) Adopt comprehensive and proportionate policies and procedures and take action to prevent, to the maximum extent reasonably possible, TMA’s resources from diversion to unintended purposes including exploitation by terrorist organisations and/or organised crime activities and/or their support networks and involvement with politically exposed persons.
- d) Acknowledge and accept that TMA shall conduct a reasonable search of publicly available information to determine whether the supplier is suspected of any activity relating to terrorism, including terrorist financing, or organised crime.
- e) Acknowledge and accept that TMA shall seek confirmation that the supplier does not appear on any country of operation lists of designated terrorist-related individuals, entities, or organisations, pursuant to national obligations arising from United Nations Security Council Resolution 1373.
- f) Confirm that they are not involved and/or linked, including their employees, in any way and are not listed in their country of operation or any other as financiers of or participants in organised criminal activities whether as individuals, entities, or organisations, pursuant to national obligations arising from General Assembly resolution 55/25 of 15 November 2000 United Nations Convention against Transnational Organised Crime.
- e) Acknowledge and accept that they will not deal with any individuals, entities, or groups known to the partner to support terrorism or to have violated any known anti-terrorism sanctions, nor organised crime and / or their support networks.
- f) Acknowledge and confirm that the supplier has taken all reasonable steps to ensure that TMA resources provided are neither distributed to terrorists or their support networks nor used for activities that support terrorism or terrorist organisations, nor organised crime and / or their support networks.

- g) Adopt comprehensive and proportionate policy and procedures, and take action to ensure, to the extent reasonably possible, all suppliers, TMA and customers' electronic data is secured and protected from intrusion, hacking, capture, theft and sale, for any and all illicit purposes, and adopt international standards of data security.
- h) Acknowledge and agree not to disclose the confidential information obtained from the discloser to anyone unless required to do so by law.
- i) Acknowledge that TMA or its appointed agents will perform routine, on-site audits of partners to the extent reasonable (consistent with the size of the resource, the cost of the audit, and the risks of diversion or abuse of resources). The purpose of the audit will be to confirm that the supplier has taken adequate measures to protect its/ TMA resources from diversion or abuse.

**Declaration Statement**

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

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

On behalf of Party: -

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

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

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

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

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

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

Tender Number: .....

Tender Title: .....

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

**I. Conflict of interest declaration**

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

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

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

Either:

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

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

or

B) I have no conflicts of interest to declare.

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

On behalf of vendor:

Organisation’s name: \_\_\_\_\_

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

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

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