INVITATION TO PARTICIPATE IN FRAMEWORK CONTRACT

TENDER TITLE: PREQUALIFICATION OF AUDIT FIRMS TO CONDUCT DUE DILIGENCE AND RANDOM AUDITS FOR TRADEMARK EAST AFRICA FUNDED RECIPIENTS

TENDER NUMBER: PRQ20140390

DATE: 22\textsuperscript{nd} September 2014

DUE DATE: 21\textsuperscript{st} October 2014 (5.00 P.M. KENYA TIME)
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1 Introduction

About TMEA
Trade and Markets East Africa (TradeMark East Africa – TMEA) was established as a limited by guarantee company in 2010 to support the implementation of regional integration in the East African Community. As a multi-donor funded organization, TMEA partners with the EAC organs and institutions, the five partner states of Burundi, Kenya, Rwanda, Tanzania and Uganda as well as civil society and private sector organizations in the region to develop and implement initiatives that will increase regional integration and trade competitiveness.

As part of its overall objectives, TMEA receives innovative proposals it may want to fund ranging from small grants of about USD 40,000 or so to large multi-year grants ranging up to USD 2 million. Prior to providing funding, it is imperative that we carry out a qualitative assessment of key financial and administrative policies, procedures, and practices including procurement.

2 Invitation to Proposal

TMEA wishes to engage auditing firms to conduct due diligence assessments and random audits of Recipients, in support of the TMEA Overall Programme, under which TMEA may provide a package of support for a period of about 2 years. TMEA reserves the right at its sole discretion to appoint successful bidders to the FWC once they have submitted their Expressions of Interest.

3 Category of Services

These are captured in Clause 2 above and in Appendix A.

4 Submission of the Expressions of Interest (EOI)

For interested, reputable and competent auditing firms to make their submissions, they must register and apply online ONLY on the TMEA procurement portal at the website: http://procurement.trademarkea.com by 5.00 p.m. Kenya time on 21st October 2014. All attachments must be 10MB or less.

5 Framework Contract Timeframe

It is envisaged that the FWC will commence in November 2014 and last for a period of about 2 years. The terms of reference for this Framework Contract are set out in Appendix A. As part of their submissions, bidders are required to confirm that they will sign up to the terms and conditions of the Framework Contract as set out in Appendix B if successful.

The appointment of a firm to the framework does not constitute a commitment or guarantee by TMEA to procure any services from the appointee. Such services will only be procured from
appointees in accordance with the Call down Mechanism prescribed by the terms of the Framework Agreement/Contract, as described further in Section 6 below.

6 Call down Mechanism

Individual contracts under the Framework Agreement/Contract will be allocated according to the following drawdown mechanisms:

- Contracts estimated to be valued at less than $40,000 may be allocated among framework appointees best evaluated by TMEA on foot of an instruction issued by TMEA to the selected consultant.

- For contracts estimated to be more than $40,000 in value, it is intended that, other than in exceptional circumstances, these will be awarded by TMEA pursuant to a Mini competition conducted in accordance with the terms of the Framework Agreement/Contract by application of criteria to be determined based on the nature of the assignment. During the term of the Framework Agreement/Contract, the Consultant may not engage in activities nor have other interests that may reduce TMEA’s confidence in the Consultant’s performance of the services.

Unless otherwise agreed between the parties, each assignment shall include the Consultant obtaining opinions, approvals and permits necessary to perform the assignment in accordance to the applicable law.

7 Replacement of Personnel

The Consultant is not allowed to replace any Personnel stated in the Framework Agreement/Contract without prior approval of TMEA. However, if any Personnel are unable, for any reason, to perform the Services or carry out the assignment or part thereof, the Consultant shall, with no costs to TMEA, provide a replacement with equivalent or better qualifications and experience subject to TMEA’s approval.

8 Expression of Interest Requirements

Submissions should include all information necessary in respect to the Clause 2.

9 Evaluation/Assessment Criteria

Stage One: Preliminary Assessment/Evaluation

At this stage, evaluation will be on a pass/fail basis. Firms that fail at this stage shall be eliminated and shall not be assessed at stage two:

a) Signed Code of Ethics (Appendix C);
b) Signed Conflict of Interest (Appendix D);

c) Bidders must demonstrate tax compliance within their jurisdictions, including provision of an up-to date Tax Compliance Certificate and a copy of the PIN/ TIN certificate, to be considered responsive;

d) Bidders should also include a Certificate of Registration and Certificate of Incorporation or similar as applicable;

e) Demonstrable evidence of registration with the local professional auditing/accounting body;

f) Demonstrable evidence of compliance with the relevant country specific laws governing audit/accounting firms (firms must obtain written letters of confirmation from the local regulatory authority);

g) Provide details of similar assignments undertaken during the last 3 years that best illustrate the bidder’s experience in conducting due diligence assessments and audits in the specified format. Bidders must, where possible, identify the client involved and provide a brief description of the services provided to the client. The bidder may be requested to demonstrate such previous undertakings by way of letters of recommendation or completion certificates by the contact persons of such organisations;

h) If the bidder is a firm, include a copy of an organisation chart showing team proposed by the bidder;

i) A CV and contact details of the engagement leader, who will have overall responsibility and be the point of contact for the provision of services to TMEA and who will manage the relationship with TMEA including details of experience in overseeing or managing a team on a complex series of related transactions;

j) A CV of each team member who will be involved in the delivery of services to TMEA outlining their skills and expertise (the CV should be no more than 2 pages of A4 paper). The CVs should be duly signed by the proposed expert, and the authorized representative submitting the Expression of Interest; and

k) Details of the staff resources of the bidder, setting out the total number of staff in the organization, including a breakdown of the number of management team and number of technical/support staff.

**Stage Two: Detailed Evaluation/Assessment**

The detailed evaluation/assessment will be based on a point - system marked out of a maximum of 80 points. Only Expressions of Interests that score a minimum of 50 points in this evaluation assessment will be deemed to be “substantially responsive”. Marks will be awarded according to the following matrix:
<table>
<thead>
<tr>
<th>Evaluation Criteria</th>
<th>Score</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>A. Firm's Experience (15)</strong></td>
<td></td>
</tr>
<tr>
<td>1. Experience of the firm in conducting financial audits (min 5 assignments)</td>
<td>5</td>
</tr>
<tr>
<td>2. Specific experience of the firm in conducting due diligence assignments, pre-grant award assessment, fiduciary risk assessments and Due Diligence Expenditure verifications and Post grant award audits (min 5 assignments)</td>
<td>10</td>
</tr>
<tr>
<td><strong>B. Approach and Methodology (40)</strong></td>
<td></td>
</tr>
<tr>
<td>1. Demonstrated understanding of conducting due diligence assessments and audits</td>
<td>10</td>
</tr>
<tr>
<td>2. Technical Approach and Methodology for carrying out the assignments</td>
<td>20</td>
</tr>
<tr>
<td>3. Appropriate work plan</td>
<td>10</td>
</tr>
<tr>
<td><strong>C. Proposed audit team (25)</strong></td>
<td></td>
</tr>
<tr>
<td>1. Team Leader with minimum 10 years’ experience in conducting audits assignment. Specific experience in leading and conducting audits and due diligence for Grants, Memoranda of Understanding and Financial Aids; Qualified Accountant with proven registration with the local professional accounting body.</td>
<td>10</td>
</tr>
<tr>
<td>2. At least 3 other audit team members with graduate level of education and professional accounting qualifications and at least 5 years’ experience in conducting audit work.</td>
<td>15</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td>80</td>
</tr>
</tbody>
</table>

10 **Quality, Communications and Security Policy**

The framework agreement will be guided by a quality, communications and security policy or service level commitment which should address the following:

10.1 A statement of the bidder’s approach to ensuring quality in the delivery of its services, including details of availability to meet with TMEA representatives when required, and a
policy in relation to communications and responsiveness. The policy must meet the minimum requirements below

Firms must return TMEA’s telephone messages and acknowledge emails on the same working day if received before noon and on the morning of the next working day if received in the afternoon; and

Firms must provide TMEA with adequate supporting documents such as timesheets, etc. in relation to applications for payment.

10.2 Prospective Consultants shall propose a security policy containing, the following:

The principles and procedures to be applied when dealing with any conflict of interest that may arises in the course of the services framework agreement.

The procedures (including physical constraints and IT systems) which will be maintained to ensure that information held by the successful bidder is inaccessible to unauthorised persons.

The systems in use shall be independently audited and the audit report made available to TMEA.

11 Execution of Framework Agreement

If a bidder is successful pursuant to evaluation under the Award Criteria in Clause 9 and 11 above, a framework agreement/contract for provision of the service will be signed by TMEA and the successful bidder in the format attached in Appendix B.

12 Framework Agreement/ Contract Conditions

The following conditions shall apply:

1) TMEA is not bound to accept any prequalification;
2) Only responsive bidders will be notified of the outcome;
3) No queries shall be responded to 3 days to the submission deadline;
4) It is a bidder’s responsibility to keep checking TMEA’s website for an up-date on this opportunity;
5) Canvassing shall lead to automatic disqualification;
6) All queries must be written to procurement@trademarkea.com;
7) Telephone inquiries are not allowed;
8) Incomplete responses (these are those without all the requirements indicated in Clause 9 and 11 above) and late submissions shall be rejected; and
9) All hard copy submissions will be rejected.
APPENDIX A: TERMS OF REFERENCE

PREQUALIFICATION OF AUDIT FIRMS TO CONDUCT DUE DILIGENCE AND RANDOM AUDITS FOR TRADEMARK EAST AFRICA FUNDED RECIPIENTS

1. Background

Trade and Markets East Africa (TradeMark East Africa – TMEA) was established as a limited by guarantee company in 2010 to support the implementation of regional integration in the East African Community. As a multi-donor funded organization, TMEA partners with the EAC organs and institutions, the five partner states of Burundi, Kenya, Rwanda, Tanzania and Uganda as well as civil society and private sector organizations in the region to develop and implement initiatives that will increase regional integration and trade competitiveness.

As part of its overall objectives, TMEA receives innovative proposals it may want to fund ranging from small grants of about USD 40,000 or so to large multi-year grants ranging up to USD 2 million. Prior to providing funding, it is imperative that we carry out a qualitative assessment of key financial and administrative policies, procedures, and practices including procurement.

TMEA is in the process of seeking auditing firms to conduct due diligence assessments and random audits of Recipients, in support of the TMEA Overall Programme, under which TMEA may provide a package of support.

2. Objective

The Recipients of TMEA funds include Public Sector Organizations, Civil Society Organizations and government agencies/bodies. The audits that they will conduct on either of the above Recipients include:

a) Random Audit

This audit will be carried out every year during the period of the Agreement. The objective is to carry out random management and/or financial audits on the Recipients’ activities to monitor progress and follow up on any recommendations made from previous audits. This will normally be in addition to the Recipients own routine audits. Whilst the focus is on TMEA funds, the audit may also look at funds that have been disbursed by other donors/ agencies. Specifically, the audits are intended to complement the Recipient’s Program Management and monitoring efforts.

b) Due Diligence Expenditure Verifications (DDEVs):

A DDEV is used to assess the integrity of a Grantee’s operational structure, systems, policies and processes, and if these are sufficient to assure effective management and value for money for TMEA grant expenditure. At minimum, a DDEV will consider:
• Expenditure Verification: Whether TMEA grant expenditure has been correctly accounted for and whether the appropriate financial policies and procedures have been applied;
• Prior Assessment Findings: Progress by the Grantee on acting upon prior assessment findings and recommendations, and any TMEA contractual requirements;
• Programmatic: Programmatic progress against approved work plans and milestones, and achievements against expenditure reported for the period;
• Governance, Finance and Administration: Whether there have been any substantive changes with regards to people, processes and policies relating to these areas since a prior assessment, or if no prior assessment has been conducted the due diligence expenditure verification will include an assessment of the robustness of the relevant governance and risk, finance and procurement, and human resource and administrative processes and policies; and
• Sustainability: The sustainability of the Grantee’s financial position.

3. Assessment framework and methodology

The DDEV and random audits are based on an agreed upon methodologies, which include a set of indicators that guide an objective and standardized assessment. The DDEV and random audits aims to assess fiduciary risks in five focus areas:

• Governance structure and legal;
• Finance and procurement;
• Human resources and administration;
• Programme; and
• Sustainability.

For DDEV’s, the overall assessment rating can either be ‘1’, ‘2’ or ‘3’. These ratings are arrived at through: interviews with key members of the organisation being assessed; review of documentation, and; sample testing of internal controls in accordance with our assessment of key fiduciary risks relevant to the organisation in question. A description of the ratings is noted below:

<table>
<thead>
<tr>
<th>DDEV Risk Rating</th>
<th>Description</th>
<th>Action</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 – (Low - Moderate)</td>
<td>• Risk is low, or low to moderate. • The majority of internal controls and systems are adequate and complied with and the value of unsubstantiated</td>
<td>• Financial assistance could be continued, but a number of risks and / or issues may remain.</td>
</tr>
</tbody>
</table>
### DDEV Risk Rating

<table>
<thead>
<tr>
<th>DDEV Risk Rating</th>
<th>Description</th>
<th>Action</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 – (Trivial)</td>
<td>- Risk is trivial.</td>
<td>- Minor strengthening measures may be recommended.</td>
</tr>
<tr>
<td></td>
<td>- Expenditure is less than 10% of total expenditures.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Steps have been taken to address the Due Diligence findings.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>- No new material issues noted.</td>
<td></td>
</tr>
<tr>
<td>2 – (Substantial)</td>
<td>- Risk is substantial.</td>
<td>- A number of risks and / or issues are brought to the attention of TMEA and the organisation’s management.</td>
</tr>
<tr>
<td></td>
<td>- There are a number of key internal controls or systems that are not in place, or there is a marked lack of compliance with existing internal controls which has led to inadequate management of funds and/or lack of documentation for expenditures for an amount greater than 10% of total expenditures.</td>
<td>- Specific mitigation measures should include, at a minimum, payments to be made on a reimbursement basis subject to expenditure verification for a period of not less than 6 months in order for funding to continue.</td>
</tr>
<tr>
<td></td>
<td>- Inadequate measures have been taken to address the Due Diligence findings.</td>
<td>- Reimbursement of funds to TMEA may be required.</td>
</tr>
<tr>
<td></td>
<td>- New issues have been noted for which the risk is considered to be substantial or higher.</td>
<td></td>
</tr>
<tr>
<td>3 – (High)</td>
<td>- Risk is high.</td>
<td>- A number of risks and / or issues are brought to the attention of TMEA and the organisation’s management.</td>
</tr>
<tr>
<td></td>
<td>- Many key internal controls or systems are lacking, or if in existence there is a marked lack of compliance noted for multiple internal controls.</td>
<td>- Continued funding of the organisation is not recommended.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>- Reimbursement of funds to TMEA may be required.</td>
</tr>
</tbody>
</table>

#### 4. Reporting

The audit firms will draft a report, and:

(a) For all Recipient organizations that are subjected to DDEV’s and random audits, TMEA will endeavor to have an exit meeting at the conclusion of the fieldwork phase which will discuss the initial organizational assessment and the financial risks / issues identified with the Recipient organization’s Finance Director or another appropriate individual;

(b) For all Recipient organizations, an e-mail with the summary of the organizational assessment and the financial risks / issues identified should be sent to the organization being assessed to
enable the Recipient to respond to any findings that are factually inaccurate, and to enable the organization to provide the necessary supporting documentation to evidence any factual changes required. This summary should be sent at draft report stage, and the assessed organization will have three working days to respond and provide any necessary supporting documentation;

(c) For organizations with a ‘2’ rating, the Audit firms will include potential mitigation measures for consideration by TMEA, for each of the findings rated moderate or higher; and

(d) The audit firms will report directly to TMEA, and a draft report shall be submitted to TMEA within 7 days after completion of fieldwork which should take a maximum of 14 days.

5. **Deliverables**

The successful firms will be expected to deliver:

- A draft report to be submitted to TMEA with a copy sent to the Recipient. This report shall contain the findings from conducting an audit or due diligence in five focus areas; governance structure and legal, finance and procurement, human resource and administration programme and sustainability.

6. **Timeframe**

This will be a call down facility with successful firms being called on at any point of need from 2014 to 2016.

7. **Qualifications**

The successful firms shall:

a) Be comprised of individuals with vast experience in conducting audits and due diligence for Grants, Memoranda of Understanding and Financial Aids;

b) Provide demonstrable evidence of registration with a professional body to carry our audits and due diligence;

c) Provide demonstrable evidence on compliance with the country specific laws on the composition of an audit firm; and

d) Have staff with a minimum of graduate level of education as well as professional audit and accounting qualifications and training.

**TRADEMARK EAST AFRICA**

**SEPTEMBER 2014**
APPENDIX B:  FRAMEWORK AGREEMENT/ CONTRACT

FRAMEWORK AGREEMENT/ CONTRACT

Framework Agreement with: Insert Firm

Framework Agreement for: Insert Framework Title

Contract For: Insert Category

I refer to the following:

1. The above mentioned Agreement dated Insert Date;

2. Your proposal of Insert Date in response to Insert Framework Title framework contract, I confirm that TMEA shall require you to provide Services on a call down basis as under the terms and conditions of the Agreement as expressly incorporated herein.

3. Commencement and Duration of the Framework Agreement

3.1 The framework contract shall commence on Insert Date and is expected to run for Insert Number with a possibility of further extension subject to needs.

4. Framework Contract Termination

4.1 This Framework contract may be terminated by either party to the contract with a 30 days written notice.

5. Call down mechanism

5.1 Call down contracts under this framework shall be issued for specific pieces of assignments under the broad category Insert Category and the call down mechanism shall be as stipulated in Clause 6 of the invitation to framework tender document.

6. Call down Contract Signature

6.1 If the original Form of Call down Contract is not returned to the TMEA duly completed, signed and dated on behalf of the Consultant within 15 working days of the date of signature on behalf of TMEA, TMEA will be entitled, at its sole discretion, to declare this Call down Contract void.
For and on behalf of TradeMark East Africa

Name: 
Position: 
Signature: 
Date: 

For and on behalf of **Insert Firm/ Consultant Name**

Name: 
Signature: 
Date:
APPENDIX C: CODE OF ETHICS (COE)

1. Preamble

TradeMark East Africa’s (TMEA) success depends on its reputation, integrity, openness and respect for others. The trust and confidence of those with whom we deal is therefore, essential. The protection of our reputation and relationships is of fundamental importance to our long term sustainability. We recognise our obligations to all those with whom we have a direct relationship such as, donors, staff, contractors and suppliers, the private sector in general, government, civil society and the wider community.

This document covers fraud and corruption in the use of funds for ineligible expenditures, as well as fraud and corruption engaged in for the purpose of influencing any decision as to the use of funds. All such fraud and corruption is deemed to occur “in connection with the use of TMEA funds”. The recourse for funds mismanagement, where TMEA has sufficient evidence, shall lead to refund of monies by the beneficiary involved and prosecution by the authorities.

Gender mainstreaming also forms part of this document and it is obligatory for all partners to put gender equity issues practice rather than adopting a superficial approach. This will be through continuous assessment of the implications for women and men of any planned action, including legislation, policies or programmes, in all areas and at all levels of the project.

Finally, all partners, consultants, contractors and stakeholders will sign the last page signifying they have read and understood this document, which is an integral part of the engagement/contract document with TMEA.

2. Definitions

- 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;
- 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;
- 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;
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, and;

An “obstructive practice” is;
- Deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank 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 the investigation or from pursuing the investigation, or
- Acts intended to materially impede the exercise of the Bank’s contractual rights of audit or access to information.

“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 women's as well as men's 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 women and men benefit equally and inequality is not perpetuated. The ultimate goal is to achieve gender equality.

A “recipient” is any individual, firm, organisation, NGO, PSO or CSO or any partner that works with TMEA and/or receives TMEA funding either through a contract or a grant.

Code of ethics

2.1 Relationship with stakeholders

TMEA’s reputation depends on the way in which we work. It is vital that our stakeholders have confidence in our competence and professional excellence. We will treat our stakeholders with respect, honesty and fairness.

Confidential information relating to our relationship with all stakeholders will be respected. We respect copyright and other intellectual property rights.

Where consultants and other third parties are contracted to perform duties by TMEA, they will be expected to act in accordance with this code. The obligation to comply with this document forms an integral part of the engagement we have with partners or consultants who are expected to
append their signature, as a confirmation of commitment to adherence. Decisions to hire a consultant or source materials from a particular vendor or supplier are made on the basis of objective criteria such as quality, reliability, technical excellence, price and service. Purchasing decisions must never be made on the basis of personal relationships or the opportunity for personal financial gain. The contractor undertakes to pay suppliers, subcontractors and agents in accordance with agreed terms.

The receipt of gifts or favours by recipients can give rise to embarrassing situations and may be seen as improper inducement. Gifts and favours must not be solicited. In the event that any offers of gifts or favours are received, it should be reported immediately using your organisation’s hierarchy.

The recipient shall not avoid tax. The recipient will record and report all transactions, including those where payment is made in cash. All taxable perquisites to which staff are entitled will be listed and declared for tax purposes.

TMEA is committed to openness and transparency in communicating with stakeholders and seeks a constructive relationship with the wider private sector/civil society, the media, the government, non-governmental organisations and the general public.

2.2 Relationship with employees

TMEA aims to provide a positive, responsible, open and exemplary working environment. Relationship with staff should be based on respect, dignity and fair treatment for all. We strive to maintain an environment that is based on merit and inclusiveness. The organisation will recruit and promote staff on the basis of their suitability for the job and organisation’s needs without discrimination. Diversity of staff is central to our operations and we value it immensely.

TMEA expect staffs to conduct their business activities with colleagues and stakeholders with respect for all and with honesty and courtesy. We will not tolerate harassment or bullying of staff.

The recipient will explain the purpose of its activities and individual jobs, foster effective communication and involve employees in improving their work. As far as possible, it will provide staff with opportunities to enhance their skills and capabilities, enabling them to develop fulfilling careers and to maximise their contribution to the organisation.

The recipient, in recognition of the efforts of an individual, it will maintain an atmosphere of fair terms and conditions of employment and remuneration policies and structures.
The recipient’s time, physical and intellectual property should be used for business purposes only. Electronic communication equipment and related services (including email, internet, bulletin boards, fax machines, file storage) must be protected from unauthorised external access or use. Under no circumstances should they be used for receiving illegal, offensive, obscene or otherwise inappropriate materials.

The recipient shall respect staff privacy. We will only collect and retain personal information that is required for effective operation of the organisation or as required by law. The information will be kept confidential and released only to those who have a legitimate need to know. Information received by staff in the course of business dealings may not be used for personal gain.

No staff may be involved in any activity for personal gain. Any personal interests or interests of a member of one’s immediate family in relation to the organisation’s business must be disclosed. Any perceived conflicts of interest should be discussed with the line manager and it is your responsibility to take action to declare and resolve any real or apparent conflict.

3. Fraud and corruption

The recipient shall:

3.1 Take all appropriate measures to prevent corrupt, fraudulent, collusive, coercive and obstructive practices in connection with the use of TMEA funds, including (but not limited to):
   - 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;
   - ensuring that all of its representatives involved with 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;
3.2 Immediately report to TMEA any allegations of fraud and corruption;
3.3 Cooperate fully with representatives of TMEA or its appointed agent in any investigation into allegations of fraud and corruption. If TMEA determines that any person or entity referred to in 4.1 above has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, it may suspend further funding/disbursement/payment. Should investigations reveal that there was fraudulent activity, TMEA reserves the right to demand a refund and may terminate the agreement in place. TMEA may also hand over the reports from any investigations to proceed with prosecution;
3.4 Take all necessary and appropriate against any representative declared ineligible, as described in below, from duties and responsibilities;
   o If TMEA determines that a recipient is also a potential provider of goods, works or services, it shall declare the recipient ineligible;
   o TMEA shall declare a firm, consultant or individual ineligible under this code of ethics if such firm, consultant or individual has been declared ineligible under TMEA procurement guidelines or those of the respective government/partner or any other international organisation; and
3.5 Assist or enable TMEA obtain a refund of any resources (assets, monies, materials among other benefits) that have been used inappropriately funds including returning any unutilised funds especially where TMEA is not content with progress.

4. Gender mainstreaming

The core guidelines for gender mainstreaming in TMEA funded projects shall be based on but not limited to the following:

4.1 Issues across all areas of activity shall be defined in such a manner that gender differences are diagnosed;
4.2 Responsibility for translating gender mainstreaming into practice is system-wide and rests at the highest level of the recipient organisation. Accountability for outcomes needs to be monitored continuously;
4.3 Gender mainstreaming also requires that every effort be made to broaden equal participation at all levels of decision-making;
4.4 Gender mainstreaming must be institutionalised through concrete steps, mechanisms and processes in all areas of TMEA funded projects;
4.5 Gender mainstreaming does not replace the need for targeted, policies and programmes or positive legislation, nor does it substitute for gender units or focal points; and
4.6 There shall be clear organisational will and the allocation of adequate human and financial resources for gender mainstreaming from all available funding for the successful translation of the concept into practice.

5. Implementing and monitoring this document

The recipient’s commitment to this document is essential to TMEA’s success and will be demonstrated through training, enforcement and accountability. Adherence to the provisions of this document is a condition of partnership.
Project Managers should ensure that all recipients receive guidance on this document and understand the values that underpin its usage. They should strive to create an environment that encourages open discussion about any concerns.

These document is a guide rather than an exhaustive description of the recipient’s ethics policies and standards. TMEA aims to create a culture in which it is normal for partners to ‘do the right thing’ and to voice genuinely held concerns about behaviour or decisions that they perceive to be unethical.

All recipients are required to sign an ‘Annual Certificate of Compliance’ stating that they have read this document and have taken all reasonable steps to ensure that they have conducted business responsibly and in compliance with applicable laws and regulations.

6. Miscellaneous

The provisions in this code do not limit any other rights, remedies or obligations of TMEA or the recipient under the Memorandum of Understanding/Agreement or any other document to which TMEA and the Partner are both parties.

7. Commitment to the Code of Ethics

I have read the code and hereby sign as an indication of commitment to ensuring the code is incorporated and adhered to.

Organisation’s name: ___________________________
Title of Signatory: ___________________________
Signature: ___________________________
Date: ___________________________

..................................................................................................................................

STAMP/SEAL
APPENDIX D: DECLARATION OF CONFLICT OF INTEREST

For consultants or consultancy firms bidding for TradeMark East Africa (TMEA) Framework agreement

This form is to be completed and signed by each consultants or consultancy firms bidding for TradeMark East Africa framework agreement.

Framework agreement category: ...........................................................................................................

Either:-
   A) I wish to declare the following interest/s:-

   1. ..............................................................................................................................................

   2. ..............................................................................................................................................

   3. ..............................................................................................................................................

   4. ..............................................................................................................................................

Potential conflicts of Interest cover the following (which is not exhaustive):-

   1. Relationship/ Association with TMEA, partner or staff;
   2. Previously worked with/for TMEA;
   3. Involvement in earlier phases of the project for which bids/proposals were sought;
   4. Knowledge of bid/ proposal;

Or

   B) I have no conflict of interest to declare

Name of authorized signatory: .................................................................
Signature: ..........................................................................................
Date: .............................................................................................