



Selection of Consultant

MARITIME LAWYER TECHNICAL ASSISTANT

CALL FOR EXPRESSIONS OF INTEREST

FINANCED BY

Agence Française de Développement



AUGUST 2024



ANNOUNCEMENT

REQUEST FOR EXPRESSION OF INTEREST (EOI)

TITLE OF TENDER: MARITIME LAWYER TECHNICAL ASSISTANT

TENDER NUMBER: PRQ20231686

TradeMark Africa (TMA) is a leading African Aid-for-Trade organisation that was established in 2010. TMA aims to grow intra-African trade and increase Africa's share in global trade, while helping make trade more pro-poor and more environmentally sustainable. Our focus on reducing the cost and time of trading across borders through enhanced trade policy, better trade infrastructure, standards that work for businesses, greater use of digital innovations and a focus on creating trade access for vulnerable groups, has contributed to substantially lower cargo transit times through improved border efficiency, and reduced trade barriers.

TMA recently rebranded from TradeMark East Africa (TMEA), reflecting our ambitions to serve partners in driving continental-wide trade gains, and are expanding from East and the Horn of Africa to Southern and West Africa. TMA operates on a not-for-profit basis and is funded by institutional and philanthropic development partners. TMA works closely with regional and continental intergovernmental organisations, national Governments, the private sector, and civil society organisations to deliver results that drive shared prosperity and reduce poverty.

TradeMark Africa (TMA), an organization funded by the French Development Agency (AFD), is seeking Expressions of Interest for the position of Maritime Lawyer to serve the Secretariat Office.

The terms of reference of this expression of interest (EOI) and the invitation to tender document are available at the following address <https://www.trademarkafrika.com/procurement/>. All questions regarding the title and number of the tender should be sent by e-mail to the following address procurement@trademarkafrika.com.

We also inform you that only applications from **individuals** will be accepted. The deadline for submitting applications is **23rd September 2024 at 10:00 a.m. (EAT)**.

Interested and qualified individuals should submit their application and CV as indicated in the solicitation document.

TMA is unable to respond to questions relating to this EOI within 7 days of the submission deadline.



Matrix template for evaluating Expressions of Interest

The criteria below may be used to establish the shortlist of Applicants. Each criteria must be completed for each Applicant. For each experience submitted by the Applicant, check the boxes of the criteria which are met by the experience.

Name of the Applicant: _____

The desired Maritime Lawyer will have:

- Proven experience in developing strategies, policies, programs and interventions and implementation as well as initiating and managing donor-funded projects.
- Proven experience in research and training relevant to the assignment.
- Experience in working with neighbouring countries delegates/teams representing the ministry in port utilization, corridor development, and trade facilitation initiatives and so on.
- Established experience in policy, management and technical advice and consulting to senior level leadership on logistics and maritime services and policies.
- **Experience and strong overall knowledge of Ethiopian legal systems and logistics sector**
- Bachelor/master's degree in law or higher from recognized university preferably in International Maritime Law and related fields.

General Professional Experience

The Maritime Lawyer will have:

- At least 10 years relevant work and practical experience.
- Experience in projects financed by international organizations such as the World Bank, WFP, IGAD, etc.
- Experience in legislative drafting of national laws and multilateral agreements.
- Experience in bilateral negotiations and international platform engagement related to Maritime, Transit and Trade, CMA establishment for Ethio-Djibouti is an added advantage

The selection of Applicants to be shortlisted shall follow the rules as defined herebelow:

- The Applicant must have met the minimum experience and comply with each criterion; otherwise the application will be disqualified.
- The ranking of Applicants is based on the greatest number of criteria fulfilled (boxes checked).
- For a Joint Venture, the experiences of all members will be added together for a combined total.

- An application that does not meet any of these requirements will be rejected.

TradeMark Africa will draw up a shortlist of compliant candidates from among the submitted applications, who will receive the Request for Proposals for the performance of the services.

The Expressions of Interest must be submitted in **Hard copy form (1 Original and 2 Copies) and a flash disk attached** to the address below no later than, **23rd September 2024 at 10.00 AM (EAT)**.

TradeMark Africa

Elili International Hotel Building, 19th Floor.

Kazanchis Business District, Guinea Conakry Street

Kirkos Sub-City, woreda 17/18

Addis Ababa, Ethiopia

www.trademarkafrica.com

Interested candidates can obtain further information at the following address during office hours:

Further information	Contact details
Name:	RECIPIENT, Mr. Joe Namwaya TradeMark Africa Elili International Hotel Building, 19th Floor. Kazanchis Business District, Guinea Conakry Street Kirkos Sub-City, woreda 17/18 Addis Ababa, Ethiopia www.trademarkafrica.com
E-mail:	Questions can be submitted to the following email address procurement@trademarkafrica.com
Object:	PRQ20231686: EXPRESSION OF INTEREST (EOI) FOR MARITIME LAWYER TECHNICAL ASSISTANT
Submission	For the submission of offers only, the Customer's address is as follows: TradeMark Africa TradeMark Africa Elili International Hotel Building, 19th Floor. Kazanchis Business District, Guinea Conakry Street Kirkos Sub-City, woreda 17/18 Addis Ababa, Ethiopia www.trademarkafrica.com The deadline for submission of tenders is: Date: 23 rd September 2024 Time: 10:00 a.m. (EAT) <i>[The office opens at 8:00 a.m. and closes at 5:00 p.m. EAT].</i>

ANNEX 1: TERMS OF REFERENCE FOR: MARITIME LAWYER TECHNICAL ASSISTANT

ABOUT TRADEMARK AFRICA

TradeMark Africa (TMA), formerly TradeMark East Africa, is an Aid-for-Trade organisation 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 were officially launched in West Africa in January 2023, with Ghana being the first country of operations in the region. rubbish

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 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 job creation, poverty reduction and enhanced economic growth.

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

1. BACKGROUND

Trade facilitation occurs at national, regional, and international levels in the context of increased integration among nations for imports, exports, and overall trade competitiveness. Logistics services make up a central part of this context and need to be regulated holistically rather than as individual components, (e.g. transit, transport, warehousing, etc.). Landlocked countries face numerous challenges and require extra strategic considerations as they consider coordination between seaports and destinations, poor infrastructure, and logistics policies that determine transportation, transit, and logistical services. Essentially, the rules and procedures for trade facilitation and infrastructure that must be made available in accordance with the principle of mutual benefits. This policy framework requires the development of a corridor management authority/institution in the context of recognizing the necessity for a single point of coordination to enable effective cross-border and transit operations, such as in the Ethio-Djibouti, -Mombasa, -Lamu, and -Berbera corridors.

The Ethio-Djibouti corridor is a network of logistics facilities and systems that make up the crucial nodes for Ethiopia's imports and exports. The corridor could be viewed as one that serves Ethiopia (the most important market for Djibouti), the region, and the continent. A few of attempts were launched

by the two bordering nations to establish a corridor management organization with the purpose of achieving a single point of coordination along this corridor. The proposed Authority/Institution is viewed through the lens of cooperation, planning, consultation, and collaboration for the economic and social benefit of the two nations, as well as the ability to bring other countries/corridors on board as a region.

A corridor management organisation will be set up along with its Executive committee, Secretariat and Technical team to attain this goal. The corridor management organisation is mandated to:

- i. Remove all obstacles, non tariff barreires, that affect the flow of trade and services along the Ethio-Djibouti corridor.
- ii. Monitor implementation, measures and instruments to facilitate transport and transit of freight and people along the Corridor.
- iii. Transform the corridor into a seamless, efficient and SMART corridor.
- iv. Transform the corridor into a developmental corridor network which, in addition to offering safe, fast and competitive transport and transit services that secure regional and international trade, will stimulate investments, encourage sustainable development and poverty reduction in an environmentally sustainable way in the countries and the region.

In implementing this mandate, the Corridor Management Organisation will:

- a) Establish and manage transport, logistics and communication systems that are reliable and efficient with the private sector being eligible to operate and manage such systems.
- b) Implement a policy of non-discriminatory, reciprocal, equal treatment and fair competition towards operators and users of the transport, logistics and communications systems.
- c) Cooperate in investment planning, development of transport, logistics and transit facilities and jointly seek financing for project execution.
- d) Harmonising standards and procedures for design, construction, operation and maintenance of transport, logistics and transit facilities and equipment.
- e) Promote the role of the corridor as a development corridor.
- f) Encouraging the private sector to participate in the financing of construction and maintenance of transport and logistics infrastructure and facilities.
- g) Harmonising policies relating to the management of transport and logistics facilities and services.
- h) Facilitate the smooth and rapid movement of persons and goods between territories and in transit, through the simplification and harmonization of documentation, and digitalization of all relevant documentation and procedures.
- i) The eradication of customs fraud and tax evasion.
- j) Mutual consultations with other stakeholders, prior to effecting any changes in laws, regulations and procedures concerning the movement of persons, vehicles and goods.

In line with the foregoing, the role and function of the Secretariat will be:

- Prepare Terms of Reference and proposals for all technical studies.
- Assist the Executive Committee and Technical Committees and to evaluate tenders for technical works prior to awarding contracts.

- Contract management for technical work.
- Prepare agendas, arrange meetings and Minute meetings of the Joint Council, Executive Committee and Technical Committees.

The Secretariat will initially be staffed by a team of three. The Head of the Secretariat is responsible for providing support to the Executive Committee's Work Plan implementation and two technical staffs providing support to the three Technical Committees. This Secretariat Office being involved in day-to-day activities of the office, contract management, arranging meetings and follow up on commitments made by members of the Technical Committees.

Therefore, Trademark Africa (TMA) supporting this critical initiative wishes to engage a highly qualified and well-experienced professional for the position of **Maritime Lawyer** to serve the Secretariat Office.

2. OBJECTIVE OF THE ASSIGNMENT

The Objective of this assignment is to design regulatory and legislative frameworks, legal drafting, bilateral negotiations and technical works related to the work of the Corridor Management Organization's secretariat Office for Ethio-Djibouti corridor.

3. SCOPE OF THE WORK

The Maritime Lawyer will focus on legal drafting of bilateral agreements, regulations, and interpret international conventions on maritime and transit to support the Ethio-Djibouti Corridor Management. S/he will develop a matrix of legal and policy instruments relevant for the implementation the Corridor Management Authority and identify gaps in the implementation of logistics and maritime related national legislative frameworks. In addition, the Lawyer will provide assistance to institutions on matters related to the adoption of international conventions and their domestication, legislative drafting of bilateral and multilateral agreements, and related legal matters.

The Maritime lawyer must have an understanding of the cultural, political and operational challenges of reforming the logistics sector in Ethio-Djibouti corridor in general and Ethiopia in particular and wider region.

4. KEY FUNCTIONS

Key duties and responsibilities of the Maritime Lawyer are:

- i. Review existing legal framework for the Corridor Management Authority (CMA) and draft clear and detailed legislation which assists the implementation of the CMA activities.
- ii. Collect, analyse and share information on the current legal, policy, and institutional framework regarding movement of goods in Ethio-Djibouti corridor and cargo in transit through shipping and maritime plus modes of transport.
- iii. Prepare draft regulations for Ethio-Djibouti corridor in consultation with stakeholders and record issues and analysis in consultation reports.
- iv. Attend stakeholder forums and validation workshops to presented drafts and compile all the input and views from the stakeholders and public participation forums.
- v. Record of various versions of the draft agreements/legislation/regulations/directives.

- vi. Work with Ethiopia and Djibouti Government legal offices of the two countries responsible for legislative drafting.
- vii. Develop supporting material, including explanatory memorandum, legislation implementation plan and paper for draft legislations.
- viii. Provide technical and expert services on demand to support maritime trade facilitation agenda.

5. DELIVERABLES

Design of regulatory and legislative frameworks, legal drafting, bilateral negotiations and technical works. Short-term intervention implementation plans and corresponding reports.

6. REPORTING LINE/COMMUNICATION

The Maritime Lawyer will report to the Head of the Secretariat Office head.

7. DURATION OF THE ASSIGNMENT

The successful applicant shall be engaged on a full-time basis for 18 months contract basis extendable depending on the satisfactory performance in the contract duration and for additional years during the project implementation period.

8. RESPONSIBILITY OF THE EMPLOYER

The employer will provide office, furniture, office equipment, stationery, and other materials as required by the lawyer to perform his/her duties as specified in this TOR.

TradeMark Africa
August 2024

Annex to the Expression of Interest
(To be provided signed with the application, without modification of the text)

Statement of Integrity, Eligibility, and Environmental and Social Responsibility

Title of the offer or proposal _____ (THE "Market")

AT : _____ (THE "Owner")

1. We acknowledge and accept that the French Development Agency (the "AFD") only finances the Project Owner's projects under its own conditions which are determined by the Financing Agreement which binds it directly or indirectly to the Project Owner. Work. Consequently, there can be no legal relationship between AFD and our company, our consortium, our suppliers, contractors, consultants and subcontractors. The Project Owner retains exclusive responsibility for the preparation and implementation of the procurement process and its execution. Depending on whether it concerns contracts for works, supplies, equipment, intellectual services (consultants) or other services, the Contracting Authority may also be referred to as Client or Buyer.
2. We certify that we are not, and that none of the members of our association, nor of our suppliers, contractors, consultants and subcontractors, are in any of the following cases:
 - 2.1 Be in a state or have been the subject of bankruptcy, liquidation, judicial settlement, safeguard, cessation of activity, or be in any analogous situation resulting from a procedure of the same nature;
 - 2.2 Have undergone:
 - a) A conviction pronounced less than five years ago by a judgment which has the force of res judicata in the country where the Contract is carried out, for fraud, corruption or any offense committed in the context of the award or performance of a contract (in the event of such a condemnation, we have the option of attaching to this Declaration of Integrity additional information which would allow us to consider that this condemnation is not relevant in the context of the Contract);
 - b) An administrative sanction imposed less than five years ago by the European Union or by the competent authorities of the country in which we are established, for fraud, corruption or any offense committed in the context of the award or execution of a market (in the event of such a sanction, we may attach to this Statement of Integrity additional information that would allow us to consider that this sanction is not relevant in the context of the Market);
 - c) A conviction pronounced less than five years ago by a judgment which has the force of res judicata, for fraud, corruption or for any offense committed in the context of the award or execution of a contract financed by AFD;
 - d) 2.3 Appear on the lists of financial sanctions adopted by the United Nations, the European Union and/or France, in particular with regard to the fight against the financing of terrorism and against attacks on international peace and security;
 - 2.4 Having been the subject of a termination pronounced to our exclusive fault during the last five years due to a serious or persistent breach of our contractual obligations during the performance of a previous contract, provided that this sanction does not has not been the subject of a dispute on our part in progress or having given rise to a court decision invalidating the termination at our sole fault;

- 2.5 Not having fulfilled our obligations relating to the payment of our taxes according to the legal provisions of the country where we are established or those of the country of the Client;
 - 2.6 Be subject to an exclusion decision pronounced by the World Bank and appear as such on the list published at the email address <http://www.worldbank.org/debarr> (in the event of such an exclusion decision, we may attach to this Declaration of Integrity additional information that would allow us to consider that this exclusion decision is not relevant in the context of the Contract);
 - 2.7 Have produced false documents or been guilty of false statement(s) in providing the information required by the Client as part of this process for awarding and awarding the Contract.
3. We certify that we are not, and that none of the members of our consortium or our suppliers, contractors, consultants and subcontractors, are in any of the following conflict of interest situations:
- 3.1 Shareholder controlling the Project Owner or subsidiary controlled by the Project Owner, unless the resulting conflict has been brought to the attention of AFD and resolved to its satisfaction.
 - 3.2 Have a business or family relationship with a member of the Employer's services involved in the procurement process or the supervision of the resulting Contract, unless the resulting conflict has been brought to the attention of the AFD and resolved to its satisfaction;
 - 3.3 Control or be controlled by another bidder or consultant, be under the control of the same company as another bidder or consultant, receive from another bidder or consultant or award to another bidder or consultant directly or indirectly subsidies, have the same legal representative as another tenderer or consultant, maintain direct or indirect contact with another tenderer or consultant allowing us to have and give access to the information contained in our respective tenders or proposals, to influence them, or to influence the decisions of the Client;
 - 3.4 Be hired for a mission of intellectual services which, by its nature, may prove to be incompatible with our missions on behalf of the Project Owner;
 - 3.5 In the case of a procedure aimed at awarding a contract for works, supplies or equipment:
 - a) Have prepared ourselves or have been associated with a consultant who has prepared specifications, plans, calculations and other documents used in the context of the procurement procedure;
 - b) Be ourselves, or one of the firms with which we are affiliated, recruited, or to be recruited, by the Project Owner to carry out the supervision or control of the works under the Contract.
4. If we are a public institution or a public company, to participate in a competition procedure, we certify that we enjoy legal and financial autonomy and that we are managed according to the rules of commercial law.
5. We undertake to communicate without delay to the Project Owner, who will inform AFD, of any change in the situation with regard to points 2 to 4 above.
6. As part of the award and performance of the Contract:

- 6.1 We have not committed and we will not commit an unfair maneuver (action or omission) intended to deliberately mislead others, to intentionally conceal elements from them, to surprise or vitiate their consent or to cause them to circumvent legal or regulatory obligations and/ or violate its internal rules in order to obtain an improper benefit.
- 6.2 We have not committed and we will not commit an unfair maneuver (action or omission) contrary to our legal or regulatory obligations and/or our internal rules in order to obtain an illegitimate profit.
- 6.3 We have not promised, offered or granted and we will not promise, offer or grant, directly or indirectly, to (i) any Person holding a legislative, executive, administrative or judicial within the State of the Project Owner, whether appointed or elected, permanent or not, whether remunerated or not and regardless of their hierarchical level, (ii) any other Person who exercises a public function, including for a public body or a public company, or who provides a public service, or (iii) any other Person defined as a public official in the State of the Project Owner, an unfair advantage of any kind, for himself or for another person or entity, so that he performs or abstains from performing an act in the exercise of his official functions.
- 6.4 We have not promised, offered or granted and we will not promise, offer or grant, directly or indirectly, to any Person who directs a private sector entity or works for such an entity, in any capacity, a benefit improper of any kind, for itself or for another person or entity, so that it performs or refrains from performing an act in violation of its legal, contractual or professional obligations.
- 6.5 We have not committed and we will not commit any act likely to influence the procurement process to the detriment of the Project Owner and, in particular, any anti-competitive practice having the object or effect of preventing, restricting or to distort competition, in particular by tending to limit access to the Market or the free exercise of competition by other companies.
- 6.6 We, or one of the members of our consortium, or one of the subcontractors will not acquire or supply equipment and will not intervene in sectors under embargo of the United Nations, the Union European or France.
- 6.7 We are committed to respecting and ensuring respect by all of our sub-dealing with environmental and social standards recognized by the international community, including the fundamental conventions of the International Labor Organization (ILO) and international conventions for the protection of the environment, consistent with the laws and regulations applicable in the country of performance of the market. In addition, we undertake to implement environmental and social risk mitigation measures when indicated in the environmental and social management plan provided by the Client.
7. We, the members of our consortium, our suppliers, contractors, consultants and subcontractors, authorize AFD to examine the documents and accounting records relating to the award and performance of the Contract and to submit them for verification to auditors appointed by AFD.

Name : _____ Inasmuch as : _____

Duly authorized to sign for and on behalf of¹: _____

In the case of a group, enter the name of the group. The person signing the tender, proposal or application on behalf of the tenderer, consultant or candidate shall enclose therewith the authority granted by the tenderer, consultant or candidate.

Signature : _____

Dated : _____