



REQUEST FOR PROPOSALS (RFP) - SELECTION OF CONSULTANTS

TENDER TITLE: CONSULTANCY SERVICES FOR ENGAGEMENT OF A PRIVATE SECTOR ORGANISATION (PSO)/CIVIL SOCIETY ORGANISATION (CSO) TO SUPPORT THE IMPLEMENTATION OF GENDER AND INCLUSION INTERVENTIONS IN WEST AFRICA: BENIN (LOT 1), TOGO (LOT 2), GHANA (LOT 3), COTE D'IVOIRE (LOT 4)

TENDER NUMBER: PRQ20240329, PRQ20240331, PRQ20240333 & PRQ20240334

ISSUE DATE: 6th SEPTEMBER 2024

DUE DATE: 27th SEPTEMBER 2024 AT 1400HRS (GMT)

FINANCED BY: TRADEMARK AFRICA (TMA)

TENDER INSTRUCTIONS

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General

1. This Request for Proposal (RfP) and the instructions for compiling and submitting your Proposal are designed to help you produce a Proposal that is acceptable to TMA as well as ensuring that Proposals are given equal consideration. TMA will select the most economically advantageous tender. It is essential, therefore, that you provide the information requested in the specific format and no other.
2. **TRADEMARK AFRICA (TMA) is not bound to accept the lowest price, or any, proposal. We also reserve the right to request any, or all, Consultants to clarify the proposals submitted.**

Instructions to Consultants

3. Pre-submission meeting and/or site visit

A pre-bid meeting will be held virtually via Microsoft teams on **Tuesday, 17th September 2024 at 1100hrs GMT**. Bidders to confirm participation by sending their email addresses together with any queries prior to the pre bid meeting. Pre bid confirmation emails should be received by **Monday, 16th September 2024 on or before 1400hrs GMT** through procurement@trademarkafrica.com. The email must have a reference number and the title of the tender.

4. Costs and Charges

The Consultant shall bear all costs associated with the preparation and submission of its proposal, and TMA shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. TMA is not bound to accept any proposal and reserves the right to annul the selection process at any time prior to contract award, without thereby incurring any liability to the Consultant.

5. Language of Proposal

The proposal, as well as all correspondence and documents relating to the proposal exchanged between the consultant and TMA shall be written in the **ENGLISH** language. Any other language shall lead to disqualification of the proposal. In cases where there is a translation, it must be endorsed by an authorized translator.

6. Only One Proposal

The Consultant (including the individual members of any joint venture (JV)) shall submit only one proposal, either in its own name or as part of a JV in another proposal. If a Consultant, including any JV member, submits or participates in more than one proposal, all such proposals shall be disqualified and rejected. This does not, however, preclude the Consultant's staff from participating as key experts and non-key experts in more than one proposal. However, the same sub-Consultant may participate in several submissions.

If the consultant is a consortia/JV, the RfP shall include:

- a copy of the JV agreement entered by all members, or

- a letter of intent to execute a JV agreement, signed by all members together with a copy of the agreement proposal.

In the absence of this document, the other members will be considered as sub-consultants. Experiences and qualifications of sub-consultants shall not be considered in the evaluation of the proposals.

7. Validity

The proposals must remain valid for not less than **120 days** from the date of submission. TMA shall endeavor to complete the evaluation and communicate within this period. The proposals shall be prepared in indelible ink, and it shall contain no interlineations or overwriting, except as necessary to correct errors made by the Consultant. Any such corrections must be initialed by the person(s) who sign(s) the proposals.

8. Clarifications and Amendments

Enquiries must only be for the purposes of clarifying the content of this RfP. All enquiries must clearly specify the tender title, number, section being queried and should be emailed to procurement@trademarkafrica.com.

Interested Consultants may request for clarifications on this RfP up to **seven (7)** days before the submission date. TMA will endeavor to reply within three (3) working days of receipt of the sought clarification(s) to any reasonable request for explanation. It will be at TMA's discretion to provide additional information where necessary.

Final clarifications with TMA's responses will be shared with all potential Consultants and/or made public on the prescribed website. Consultants are advised to frequently check the prescribed website for updates for review and consideration in preparation of their submissions.

Should TMA deem it necessary to amend the RfP, because of clarifications, it shall do so by issuing an amendment in writing or by standard electronic means. The amendment shall be sent to all Consultants and will be binding on them. TMA may extend the proposal submission deadline to give the Consultants reasonable time to take an amendment into account in their proposals.

9. Eligibility

This assignment is eligible to firms and consortiums only. Application received from individual consultants shall be automatically disqualified.

TMA permits Consultants (firms, including JVs and their members) from all countries to offer consulting services for TMA-financed projects.

Furthermore, it is the Consultant's responsibility to ensure that its experts, JV members, sub-Consultants, agents (declared or not), sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established by TMA.

- a) **Sanctions:** A firm or an individual sanctioned by TMA in accordance with the Supplier Code of Conduct, shall be ineligible to be awarded or benefit from a TMA-financed contract, financially or otherwise, during such period of time as TMA shall determine.

Consultants debarred by the World Bank, the Public Procurement and Disposal Act (PPDA) of the Governments of all TMA countries of operation, TMA donors and/or any other international donor agency are barred from bidding.

- b) **Prohibitions:** Consultants and individuals of a country or goods manufactured in a country may be ineligible if indicated in TMA's Supplier Code of Conduct and:

- as a matter of law or official regulations, the recipient's country prohibits commercial relations with that country, provided that TMA is satisfied that such exclusion does not preclude effective competition for the provision of services required; or
- by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the recipient's country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.

- c) **Restrictions for Government-owned Enterprises:** Government-owned enterprises or institutions in the recipient's Country shall be eligible only if they can establish that they (i) are legally and financially autonomous, (ii) operate under commercial law, and (iii) that they are not dependent agencies of TMA.

To establish eligibility, the government-owned enterprise or institution should provide all relevant documents (including its charter) sufficient to demonstrate that it is a legal entity separate from the government; it does not currently receive any substantial subsidies or budget support; it is not obligated to pass on its surplus to the government; it can acquire rights and liabilities, borrow funds, and can be liable for repayment of debts and be declared bankrupt; and it is not competing for a contract to be awarded by the government department or agency which, under the applicable laws or regulations, is its reporting or supervisory authority or has the ability to exercise influence or control over it.

- d) **Restrictions for public employees:** Government officials and civil servants of the recipient's country are not eligible to be included as experts in the Consultant's proposal unless such engagement does not conflict with any employment or other laws, regulations, or policies of the Recipient's country, and they

- are on leave of absence without pay, have resigned or retired;
- are not being hired by the same agency they were working for before going on leave of absence without pay, resigning, or retiring;
(in case of resignation or retirement, for a period of at least six (6) months, or the period established by statutory provisions applying to civil servants or government employees in the recipient's country, whichever is longer. Experts who are employed by the government-owned universities, educational or research institutions are not eligible unless they have been full time employees of their institutions for a year or more prior to being included in consultant's proposal); and

- their hiring would not create a conflict of interest.

10. Format of Your Proposal

Your Proposal should be set out in four (4) main parts:

- Part A – Preliminary Requirements;
- Part B – Executive Summary;
- Part C – General and Technical; and
- Part D – Financial.

11. Part A Preliminary Requirements

Consultants are required to submit scanned copies of the below documents:

- Signed and stamped Supplier Code of Conduct (**Annex 1**) with all pages initialized.
- Signed consortia/JV agreements or letters of intent (applicable to consortia/JV) between your selected partners; and
- Signed power of attorney.

Failure to submit the above requirements may lead to disqualification.

Parts A, B & C may be contained in one PDF document. However, the Financial Proposal (Part D) must be submitted as a **separate PDF document** to enable the Technical and Financial proposals to be evaluated independently.

Please do not include any financial/ price information in Parts A, B or C. Inclusion of any price information in Parts A, B or C **shall lead to rejection of the Proposal**.

12. Part B Executive Summary

This should be a brief overview of your tender covering how you intend to achieve the outputs, and your assessment of the resources required.

13. Part C General and Technical Proposal

Your technical submission should contain the following:

- a) Signed and stamped Technical Bid Submission Form (**Annex 2**);
- b) The firm's previous relevant experience should include the client's contact details, description of the assignment undertaken, start and end dates of each assignment. Refer to **Annex 3** in this RfP;
- c) Technical response (including method of implementation and your proposed quality assurance mechanisms);
- d) A list of the names and designation of all proposed experts/key personnel who will work on this project. Please clearly indicate the positions/roles to be played by the personnel to match those requested for in the Terms of Reference (ToRs). The team composition template is **Annex 4** in this RfP;

- e) The Curriculum Vitae (CVs) of proposed experts with information relevant to this project to support the proposed expert for this assignment. The CV template is **Annex 5** in this RfP;
- f) **Only one (1) CV** shall be submitted for each of the proposed key expert position. If more than one; CV is submitted for the same position, only the first CV will be evaluated; and
- g) Consultants must confirm that their proposed key expert will be available to provide the required services for the duration of the contract.

NOTE:

- **The technical proposal shall not include any financial information. The Inclusion of any financial information shall lead to the proposal being declared non-responsive.**
- **The technical proposal MUST be in PDF and password protected.**

Consultants are advised to respond in line with or in reference to the scoring criteria as indicated in the **Technical Evaluation** section of this RfP document.

14. Part D Financial Proposal

The financial proposal shall be prepared using the standard forms annexed in the RfP. It shall list all costs associated with the services, including (a) remuneration of key experts and non-key experts, (b) other expenses, and (c) all applicable taxes.

a) Contents: The financial proposal should contain the following information:

- Signed and stamped Financial Bid Submission Form (**Annex 6**).
- Pricing details using the enclosed pro-formas. Besides completing proforma 1, bidders must complete proformas 2, 3 and 4 on a fees and expenses basis to demonstrate the cost breakdown of the milestone payments. Innovation is encouraged in the development and pricing of technical and commercial proposals (**See Annex 7 for Templates**).
- 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) Currency of Proposal: The financial proposal shall be stated in **United States Dollars (\$)**.

c) Taxes:

- The financial proposal should clearly estimate, as a separate amount, the different applicable taxes, duties, fees, levies, and other charges imposed in **Ghana** under the Applicable law, on the Consultants, the sub-Consultants, and their experts (other than nationals or permanent residents of the Country).
- The consultant, its sub-Consultants and experts are responsible for meeting all tax liabilities arising out of the Contract unless stated otherwise in this RfP. The Consultant is required to obtain information on taxes in the Country where the contract is to be implemented.
- The resultant Contract will be domiciled in **Ghana**.
- TMA funds shall not be used to meet the cost of any Value Added Tax (VAT).

- Consultants should clearly breakdown and separate the tax components in their financial proposals to facilitate evaluation of the financial proposals.

15. Confirmation of Experience Letter / References

References of potential Consultants which have been given by a current TMA employee shall not be accepted in support of a submission of a Proposal as part of a procurement process. For the avoidance of doubt, only TMA’s confirmation of experience letter / references signed by the Head of Procurement are acceptable in support of applications, bids, proposals, or submissions.

16. Sustainability Considerations

TMA has adopted the World Bank’s Environmental and Social Framework (ESF) as mentioned in the Supplier Code of Conduct. Consultants are required to demonstrate how the implementation of their proposed solution shall address/enhance sustainability.

17. Evaluation Criteria and Process

In assessing the proposals submitted, the evaluation panel will use the Quality and Cost Based Selection (QCBS) as specified in this RfP.

18. Technical Evaluation

The technical evaluation will be based on a scoring system marked out of a maximum score of **100 Marks**. Only proposals that score a minimum of **70 Marks out of possible 100 marks** will be deemed to be “technically responsive”.

The detailed evaluation criteria are provided below:

The technical submissions will be evaluated in two main stages: **Section 1 & Section 2**. The detailed evaluation criteria for each stage are provided below:

LOT 1: Engagement of a PSO/CSO Benin - PRQ20240329

Section 1 (Compliant/Non Compliant)

COMPLIANCE EVALUATION CRITERIA		C (Complied)/ NC (Not Complied)
Firm’s Compliance Check (C (Complied)/ NC (Not Complied)		
1.	The firm must be legally registered in Benin or have a legally recognized partnership/consortium agreement with a Benin registered firm. (Copies of proof must be submitted i.e. the Registration Certificate, signed and stamped Joint venture agreement)	C (Complied)/ NC (Not Complied)
2.	Submit a signed and stamped Supplier Code of Conduct.	C (Complied)/ NC (Not Complied)

NOTE: Bidders MUST meet ALL these requirements to proceed to the next evaluation stage of evaluation (Section 2)

Section 2

No.	Description	Max Score	
1.	Organization should have been in existence for a period of at least 10 years with a proven track record of good working relations with state agencies involved in Trade in Benin.	5	
2.	Demonstrates a clear understanding of the TOR and the assignment to be conducted. This should also include a clear logical approach (e.g. technical know-how on the scope of delivery, etc.).	15	
3.	Provides a comprehensive workplan that is clear, logical, well-sequenced and demonstrates how and when each assignment deliverable will be realized.	10	
4.	Demonstrates proof of having successfully undertaken at least three similar assignments in the past 5 years in Benin / West Africa (this should be backed up by authenticated reference feedback from past clients).	15	
5.	Demonstrates experience collaborating / working on similar projects financed by the ECOWAS Commission and its Institutions.	5	
No.	Expert	Qualifications and Experience	Max Score
1.	Team Leader	<ul style="list-style-type: none"> Should have at least a master's degree in economics, trade, business administration, development studies (and any other relevant social science discipline) (PhD will be an added advantage). Specialized training or certification in project management is an added advantage. Should have more than 10 years' experience in trade facilitation, private sector development or related assignments in Benin. Should have implemented or have proven experience in promoting and implementing cross border trade projects or programmes. Experience in designing gender and youth analytical tools and guides Excellent writing skills with an ability to summarize large amounts of information in a structured and clear manner. Experience working with donor funded development projects/organizations in West Africa is an added advantage. High level of competency in French and relevant local languages required. 	20
2.	Cross Border Trade (CBT) Expert	<ul style="list-style-type: none"> Should have at least a master's degree in economics, trade, business administration, development studies (and any other relevant social sciences discipline). 	10

No.	Description	Max Score
	<ul style="list-style-type: none"> • Should have more than 7 years' experience in trade facilitation, private sector development or related assignments in Benin. • Should have implemented or proven experience in promoting and implementing cross border trade projects or programmes. • Demonstrated ability to provide technical inputs and facilitation support for Public Private Dialogues (PPDs) on Non-Tariff Barriers (NTBs) identification, reporting and resolution mechanisms. • Should have 3 years' experience in implementing gender targeted/mainstreaming projects. • High level of competency in French and relevant local languages required. 	
3.	<p>Gender and Inclusion Expert</p> <ul style="list-style-type: none"> • Should possess a degree in the social sciences such as gender studies, international development, economics, political science. • Should have at least 7 years of relevant experience in integrating gender and youth in development programmes in Benin. • Demonstrated experience working with women, youth and PWDs associations/enterprises. • Experience working with donor funded development projects/organizations in West Africa is an added advantage. • Strong visual design and written communication skills. • High level of competency in French and relevant local languages required. 	10
4.	<p>Monitoring and Evaluation (M&E) Expert</p> <ul style="list-style-type: none"> • Must have a university degree in social sciences, such as statistics, demography, public policy, international development, economics, or a related field. Certificates MUST be provided as evidence. • Specialized training or certification in monitoring and evaluation is an added advantage. • Should have at least 7 years of demonstrated experience in conducting gender and inclusion surveys of similar nature in Benin, using mixed methods approaches that meet recognized standards for credibility and rigor. • Should have experience in designing and managing gender monitoring and evaluation (M&E) frameworks for donor funded projects. 	10

No.	Description	Max Score
	<ul style="list-style-type: none"> Experience working with donor funded development projects/organizations in West Africa is an added advantage. High level of competency in French and relevant local languages required. 	
	Total	100

LOT 2: Engagement of a PSO/CSO Togo - PRQ20240331

Section 1 (Compliant/Non Compliant)

COMPLIANCE EVALUATION CRITERIA		C (Complied)/ NC (Not Complied)
Firm's Compliance Check (C (Complied)/ NC (Not Complied))		
1	The firm must be legally registered in Togo or have a legally recognized partnership/consortium agreement with a Togo registered firm. (Copies of proof must be submitted i.e. the Registration Certificate, signed and stamped Joint venture agreement)	C (Complied)/ NC (Not Complied)
2	Submit a signed and stamped Supplier Code of Conduct.	C (Complied)/ NC (Not Complied)

NOTE: Bidders MUST meet ALL these requirements to proceed to the next evaluation stage of evaluation (Section 2)

Section 2

No.	Description	Max Score	
1.	Organization should have been in existence for a period of at least 10 years with a proven track record of good working relations with state agencies involved in Trade in Togo.	5	
2.	Demonstrates a clear understanding of the TOR and the assignment to be conducted. This should also include a clear logical approach (e.g. technical know-how on the scope of delivery, etc.).	15	
3.	Provides a comprehensive workplan that is clear, logical, well-sequenced and demonstrates how and when each assignment deliverable will be realized.	10	
4.	Demonstrates proof of having successfully undertaken at least three similar assignments in the past 5 years in Togo / West Africa (this should be backed up by authenticated reference feedback from past clients).	15	
5.	Demonstrates experience collaborating / working on similar projects financed by the ECOWAS Commission and its Institutions.	5	
No.	Expert	Qualifications and Experience	Max Score

No.	Description		Max Score
1.	Team Leader	<ul style="list-style-type: none"> • Should have at least a master's degree in economics, trade, business administration, development studies (and any other relevant social science discipline) (PhD will be an added advantage). • Specialized training or certification in project management is an added advantage. • Should have more than 10 years' experience in trade facilitation, private sector development or related assignments in Togo. • Should have implemented or have proven experience in promoting and implementing cross border trade projects or programmes. • Experience in designing gender and youth analytical tools and guides • Excellent writing skills with an ability to summarize large amounts of information in a structured and clear manner. • Experience working with donor funded development projects/organizations in West Africa is an added advantage. • High level of competency in French and relevant local languages required. 	20
2.	Cross Border Trade (CBT) Expert	<ul style="list-style-type: none"> • Should have at least a master's degree in economics, trade, business administration, development studies (and any other relevant social sciences discipline). • Should have more than 7 years' experience in trade facilitation, private sector development or related assignments in Togo. • Should have implemented or proven experience in promoting and implementing cross border trade projects or programmes. • Demonstrated ability to provide technical inputs and facilitation support for Public Private Dialogues (PPDs) on Non-Tariff Barriers (NTBs) identification, reporting and resolution mechanisms. • Should have 3 years' experience in implementing gender targeted/mainstreaming projects. • High level of competency in French and relevant local languages required. 	10
3.	Gender and Inclusion Expert	<ul style="list-style-type: none"> • Should possess a degree in the social sciences such as gender studies, international development, economics, political science. • Should have at least 7 years of relevant experience in integrating gender and youth in development programmes in Togo. 	10

No.	Description	Max Score
	<ul style="list-style-type: none"> • Demonstrated experience working with women, youth and PWDs associations/enterprises. • Experience working with donor funded development projects/organizations in West Africa is an added advantage. • Strong visual design and written communication skills. • High level of competency in French and relevant local languages required. 	
4.	Monitoring and Evaluation (M&E) Expert <ul style="list-style-type: none"> • Must have a university degree in social sciences, such as statistics, demography, public policy, international development, economics, or a related field. Certificates MUST be provided as evidence. • Specialized training or certification in monitoring and evaluation is an added advantage. • Should have at least 7 years of demonstrated experience in conducting gender and inclusion surveys of similar nature in Togo, using mixed methods approaches that meet recognized standards for credibility and rigor. • Should have experience in designing and managing gender monitoring and evaluation (M&E) frameworks for donor funded projects. • Experience working with donor funded development projects/organizations in West Africa is an added advantage. • High level of competency in French and relevant local languages required. 	10
	Total	100

LOT 3: Engagement of a PSO/CSO Ghana - PRQ20240333

Section 1 (Compliant/Non Compliant)

COMPLIANCE EVALUATION CRITERIA		C (Complied)/ NC (Not Complied)
Firm's Compliance Check (C (Complied)/ NC (Not Complied))		
1	The firm must be legally registered in Ghana or have a legally recognized partnership/consortium agreement with a Ghana registered firm. (Copies of proof must be submitted i.e. the Registration Certificate, signed and stamped Joint venture agreement)	C (Complied)/ NC (Not Complied)
2	Submit a signed and stamped Supplier Code of Conduct.	C (Complied)/ NC (Not Complied)

NOTE: Bidders MUST meet ALL these requirements to proceed to the next evaluation stage of evaluation (Section 2)

Section 2

No.	Description	Max Score	
1.	Organization should have been in existence for a period of at least 10 years with a proven track record of good working relations with state agencies involved in Trade in Ghana.	5	
2.	Demonstrates a clear understanding of the TOR and the assignment to be conducted. This should also include a clear logical approach (e.g. technical know-how on the scope of delivery, etc.).	15	
3.	Provides a comprehensive workplan that is clear, logical, well-sequenced and demonstrates how and when each assignment deliverable will be realized.	10	
4.	Demonstrates proof of having successfully undertaken at least three similar assignments in the past 5 years in Ghana / West Africa (this should be backed up by authenticated reference feedback from past clients).	15	
5.	Demonstrates experience collaborating / working on similar projects financed by the ECOWAS Commission and its Institutions.	5	
No.	Expert	Qualifications and Experience	Max Score
1.	Team Leader	<ul style="list-style-type: none"> Should have at least a master's degree in economics, trade, business administration, development studies (and any other relevant social science discipline) (PhD will be an added advantage). Specialized training or certification in project management is an added advantage. Should have more than 10 years' experience in trade facilitation, private sector development or related assignments in Ghana. Should have implemented or have proven experience in promoting and implementing cross border trade projects or programmes. Experience in designing gender and youth analytical tools and guides Excellent writing skills with an ability to summarize large amounts of information in a structured and clear manner. Experience working with donor funded development projects/organizations in West Africa is an added advantage. High level of competency in English and relevant local languages required. 	20
2.	Cross Border Trade (CBT) Expert	<ul style="list-style-type: none"> Should have at least a master's degree in economics, trade, business administration, development studies (and any other relevant social sciences discipline). 	10

No.	Description	Max Score	
		<ul style="list-style-type: none"> • Should have more than 7 years' experience in trade facilitation, private sector development or related assignments in Ghana. • Should have implemented or proven experience in promoting and implementing cross border trade projects or programmes. • Demonstrated ability to provide technical inputs and facilitation support for Public Private Dialogues (PPDs) on Non-Tariff Barriers (NTBs) identification, reporting and resolution mechanisms. • Should have 3 years' experience in implementing gender targeted/mainstreaming projects. • High level of competency in English and relevant local languages required. 	
3.	Gender and Inclusion Expert	<ul style="list-style-type: none"> • Should possess a degree in the social sciences such as gender studies, international development, economics, political science. • Should have at least 7 years of relevant experience in integrating gender and youth in development programmes in Ghana. • Demonstrated experience working with women, youth and PWDs associations/enterprises. • Experience working with donor funded development projects/organizations in West Africa is an added advantage. • Strong visual design and written communication skills. • High level of competency in French and relevant local languages required. 	10
4.	Monitoring and Evaluation (M&E) Expert	<ul style="list-style-type: none"> • Must have a university degree in social sciences, such as statistics, demography, public policy, international development, economics, or a related field. Certificates MUST be provided as evidence. • Specialized training or certification in monitoring and evaluation is an added advantage. • Should have at least 7 years of demonstrated experience in conducting gender and inclusion surveys of similar nature in Ghana, using mixed methods approaches that meet recognized standards for credibility and rigor. • Should have experience in designing and managing gender monitoring and evaluation (M&E) frameworks for donor funded projects. • Experience working with donor funded development projects/organizations in West Africa is an added advantage. 	10

No.	Description	Max Score
	<ul style="list-style-type: none"> High level of competency in English and relevant local languages required. 	
	Total	100

LOT 4: Engagement of a PSO/CSO Cote d'Ivoire - PRQ20240334

Section 1 (Compliant/Non Compliant)

COMPLIANCE EVALUATION CRITERIA		C (Complied)/ NC (Not Complied)
Firm's Compliance Check (C (Complied)/ NC (Not Complied))		
1	The firm must be legally registered in Cote d'Ivoire or have a legally recognized partnership/consortium agreement with a Cote d'Ivoire registered firm. (Copies of proof must be submitted i.e. the Registration Certificate, signed and stamped Joint venture agreement)	C (Complied)/ NC (Not Complied)
2	Submit a signed and stamped Supplier Code of Conduct.	C (Complied)/ NC (Not Complied)

NOTE: Bidders MUST meet ALL these requirements to proceed to the next evaluation stage of evaluation (Section 2)

Section 2

No.	Description	Max Score	
1.	Organization should have been in existence for a period of at least 10 years with a proven track record of good working relations with state agencies involved in Trade in Cote d'Ivoire.	5	
2.	Demonstrates a clear understanding of the TOR and the assignment to be conducted. This should also include a clear logical approach (e.g. technical know-how on the scope of delivery, etc.).	15	
3.	Provides a comprehensive workplan that is clear, logical, well-sequenced and demonstrates how and when each assignment deliverable will be realized.	10	
4.	Demonstrates proof of having successfully undertaken at least three similar assignments in the past 5 years in Cote d'Ivoire / West Africa (this should be backed up by authenticated reference feedback from past clients).	15	
5.	Demonstrates experience collaborating / working on similar projects financed by the ECOWAS Commission and its Institutions.	5	
No.	Expert	Qualifications and Experience	Max Score
1.	Team Leader	<ul style="list-style-type: none"> Should have at least a master's degree in economics, trade, business administration, development studies (and 	20

No.	Description	Max Score	
		<p>any other relevant social science discipline) (PhD will be an added advantage).</p> <ul style="list-style-type: none"> • Specialized training or certification in project management is an added advantage. • Should have more than 10 years' experience in trade facilitation, private sector development or related assignments in Cote d'Ivoire. • Should have implemented or have proven experience in promoting and implementing cross border trade projects or programmes. • Experience in designing gender and youth analytical tools and guides • Excellent writing skills with an ability to summarize large amounts of information in a structured and clear manner. • Experience working with donor funded development projects/organizations in West Africa is an added advantage. • High level of competency in French and relevant local languages required. 	
2.	Cross Border Trade (CBT) Expert	<ul style="list-style-type: none"> • Should have at least a master's degree in economics, trade, business administration, development studies (and any other relevant social sciences discipline). • Should have more than 7 years' experience in trade facilitation, private sector development or related assignments in Cote d'Ivoire. • Should have implemented or proven experience in promoting and implementing cross border trade projects or programmes. • Demonstrated ability to provide technical inputs and facilitation support for Public Private Dialogues (PPDs) on Non-Tariff Barriers (NTBs) identification, reporting and resolution mechanisms. • Should have 3 years' experience in implementing gender targeted/mainstreaming projects. • High level of competency in French and relevant local languages required. 	10
3.	Gender and Inclusion Expert	<ul style="list-style-type: none"> • Should possess a degree in the social sciences such as gender studies, international development, economics, political science. • Should have at least 7 years of relevant experience in integrating gender and youth in development programmes in Cote d'Ivoire. • Demonstrated experience working with women, youth and PWDs associations/enterprises. 	10

No.	Description	Max Score
	<ul style="list-style-type: none"> • Experience working with donor funded development projects/organizations in West Africa is an added advantage. • Strong visual design and written communication skills. • High level of competency in French and relevant local languages required. 	
4.	<p>Monitoring and Evaluation (M&E) Expert</p> <ul style="list-style-type: none"> • Must have a university degree in social sciences, such as statistics, demography, public policy, international development, economics, or a related field. Certificates MUST be provided as evidence. • Specialized training or certification in monitoring and evaluation is an added advantage. • Should have at least 7 years of demonstrated experience in conducting gender and inclusion surveys of similar nature in Cote d'Ivoire, using mixed methods approaches that meet recognized standards for credibility and rigor. • Should have experience in designing and managing gender monitoring and evaluation (M&E) frameworks for donor funded projects. • Experience working with donor funded development projects/organizations in West Africa is an added advantage. • High level of competency in French and relevant local languages required. 	10
	Total	100

Notes

- *The firm is required to propose key experts as highlighted in the evaluation criteria.*
- *Only one (1) CV shall be submitted for each of the proposed key expert positions. If more than one CV is submitted for the same expert role, only the first CV will be evaluated.*
- *Where a bidder is bidding for LOTs i.e. LOT 1, 2, 3 & 4 they should submit a separate proposal for Each LOT failure to which may lead to disqualification.*

*Bidders who achieve the minimum technical score of **70 Marks** out of **100 marks** will qualify for the financial evaluation.*

The weight given to the technical proposal shall be **70%** and the weight given to the financial proposal shall be **30%**.

19. Financial Evaluation

All substantially responsive proposals that score **70 marks or more** out of 100 marks from the **technical evaluation** shall have their financial proposals evaluated.

The formula for determining the financial score (SF) shall be as follows:

Sf = 30% x Fm/F where:

Sf = is the financial score

Fm is the lowest fees quoted and

F is the fees of the proposal under consideration.

The lowest fees quoted will be allocated the maximum score of **30%**.

The bidder's proposals will be ranked according to their combined Technical Score (ST) and Financial Score (SF) and weighted accordingly. The formula for the combined scores shall be as follows: $S = ST \times T\% + SF \times P\%$

Where:

S, is the total combined scores of technical and financial scores

ST is the technical score

SF is the financial score

T is the weight given to the technical proposal (in this case **70%**) and

P is the weight given to the financial proposal (in this case **30%**)

Note P + T will be equal to **100%**.

The bidder who has achieved the highest combined technical and financial score shall be declared successful and subsequently invited for clarifications.

20. Negotiation

TMA, may at its discretion, choose to negotiate either with all Consultants that have passed technical and financial evaluation, or a shortlist of such, on any aspects of the TOR, proposed methodology, key expert, inputs, price and/or conditions of the contract.

21. Packaging, Submission and Delivery of Tenders

All submissions must be submitted via TMA's procurement mailbox using the email address, procurement@trademarkafrica.com on or before **27th September 2024 on or before 1400hrs (GMT)**. Please note that the maximum size of each email with attachments must not exceed **5MB**. The Technical and Financial proposal shall be submitted **as two separate documents in PDF format**, in the same email or as separate emails.

Both Technical and Financial proposal MUST be password protected.

22. Late tenders.

No late tenders will be accepted. No special pleadings will be accepted. Faxed or hard copy proposals/samples shall be rejected.

23. Complaints

Any questions, queries or concerns about the procurement process should be raised directly with the Head of Procurement in the first instance via procurement@trademarkafrica.com, who will address the matters raised. If the matter is not satisfactorily resolved, the complainant is encouraged to write to complaints@trademarkafrica.com.

24. Deviations, Reservations, and Omissions

During the evaluation of bids, the following definitions apply:

- “Deviation” is a departure from the requirements specified in the Bidding Document;
- “Reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and
- “Omission” is the failure to submit part, or all of the information or documentation required in the Bidding Document.

25. Determination of Responsiveness

TMA’s determination of a bid’s responsiveness is to be based on the contents of the bid itself. A substantially responsive bid is one that meets the requirements of the Bidding Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that,

- if accepted, would: -
 - Affect in any substantial way the scope, quality, or performance of the Works specified in the Contract; or
 - Limit in any substantial way, inconsistent with the Bidding Document, the Employer’s rights or the Bidder’s obligations under the proposed Contract; or
 - If rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive bids;
 - The Employer shall examine the technical aspects of the bid submitted in accordance with Invitation to Consultants (ITC), Technical Proposal in particular, to confirm that all requirements have been met without any material deviation, reservation, or omission; and
 - If a bid is not substantially responsive to the requirements of the Bidding Document, it shall be rejected by the Employer and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

26. Nonconformities, Errors, and Omissions

- Provided that a bid is substantially responsive, the Employer may waive any non-conformity in the bid.
- Provided that a bid is substantially responsive, the Employer may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the bid. Failure of the Bidder to comply with the request may result in the rejection of its bid.

- Provided that a bid is substantially responsive, the Employer shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price may be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component.

27. TERMS OF REFERENCE

1. About TradeMark Africa

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

Since its inception, TMA has delivered substantial gains for trade and regional economic integration in East Africa and the Horn of Africa, including a reduction of 16.5% in cargo transit times on the Northern Corridor from Mombasa to Bujumbura, and a reduction of an average of 70% in the time taken to cross selected one stop border posts. TMA works in 14 countries across East and West Africa, Southern Africa, and the Horn.

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

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

2. Context of the Assignment

Women play a key role in trade in Africa and will be essential to Africa's success in exploiting its trade potential. A powerful tool for the African Union 2063 Agenda, the African Continental Free Trade Agreement (AfCFTA) promises to accelerate African continental economic integration and growth. The impact of AfCFTA is expected to be far-reaching if implementation is inclusive and works for women, the youth and the marginalised including Persons with Disabilities (PWDs). In West Africa and other regions, women are the backbone of economies in strategic sectors like agriculture and trade, and they are critical socio-economic anchors at the household level. This is emphasised by a UNDP report (2020) that estimates that over 70 percent of cross-border traders in Africa are women.

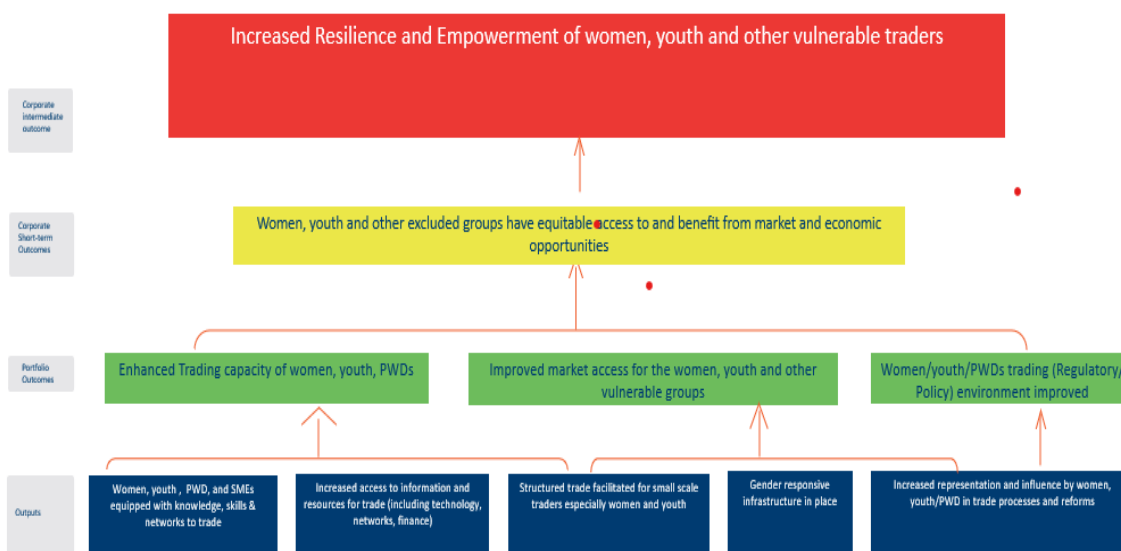
However, Africa's trade potential is undermined by constraints that small-scale cross-border traders (SSCBTs) face, especially women and the youth. The contribution of women to trade is much less than it could be due to various nontariff barriers. These barriers often push women traders and producers into the informal economy where lack of access to finance, information, and networks jeopardize their capacity to grow and develop their businesses. Such conditions prevent women and the youth from taking full advantage of market opportunities thus undermining the aspirations of countries in Africa to use trade as a driver of growth, employment, and poverty reduction. Without paying attention to these barriers, the objective of achieving an effective continental free trade area in Africa will not be realized (World Bank, and WTO, 2020). In response to some of the unique challenges faced by women and youth in trade, and to ensure that the benefits from trade liberalization and trade facilitation interventions are both inclusive and sustainable, TradeMark Africa (TMA), within the framework of its Strategy 3, seeks to support equitable access to trading opportunities by addressing gender-based constraints that prevent women and the youth from exploiting the full potential of trade under the AfCFTA.

3. Description of TMA’s West Africa Programme – Gender and Inclusion Component

The Gender and Inclusion component of TMA’s West Africa Programme responds to the peculiar needs of women, youths and persons with disabilities (PWDs) involved in cross border trade in taking advantage of market access opportunities presented by trade agreements, particularly the AfCFTA.

In line with the objective of the TMA Strategy 3 to attain sustainable and inclusive socio-economic development, gender equality and structural transformation, the programme is designed to deliver interventions that address institutional, capacity (production and market access requirements) of cross border traders (CBTs) and trade inefficiencies at border crossings along the Abidjan-Lagos corridor, incorporating key crossing points such as the Akanu-Noepe Joint Border Post (Ghana/Togo), Noe-Elubo (Cote d’Ivoire/Ghana), Sanvee-kondje/Hilacondji (Togo/Benin) and Seme-Krake (Benin/Nigeria) borders.

These interventions are expected to realize the following outcomes/outputs as detailed in the theory of change below:



- i. Strengthened human and logistical capacity of cross border women, youth and vulnerable group associations to be capable of facilitating trade for their members.
- ii. Enhanced production and market access capacity of women, youths and PWDs to take advantage of regional market opportunities.
- iii. Strengthened human and logistical capacity of gender, youths and PWDs support desk/focal persons of trade facilitation institutions.
- iv. Improved women, youths and PWDs facilities at trade processing centres and border crossings.
- v. Reduced gender-based violence (GBV), sexual exploitation, abuse and harassment (SEAH) and discrimination in cross-border trade.

The delivery of the component will be targeted at supporting Micro, Small and Medium Enterprises (MSMEs) CBTs, particularly women, youth and PWDs owned enterprises in local border communities and other underserved groups. This Terms of Reference (ToR) comprises four (4) lots as follows:

1. **Lot 1:** Engagement of a Private Sector Organisation (PSO) / Civil Society Organisation (CSO) to Support the Implementation of Gender and Inclusion Interventions in **Benin - PRQ20240329**
2. **Lot 2:** Engagement of a Private Sector Organisation (PSO) / Civil Society Organisation (CSO) to Support the Implementation of Gender and Inclusion Interventions in **Togo - PRQ20240331**

3. **Lot 3:** Engagement of a Private Sector Organisation (PSO) / Civil Society Organisation (CSO) to Support the Implementation of Gender and Inclusion Interventions in **Ghana - PRQ20240333**
4. **Lot 4:** Engagement of a Private Sector Organisation (PSO) / Civil Society Organisation (CSO) to Support the Implementation of Gender and Inclusion Interventions in **Cote d'Ivoire - PRQ20240334**

Interested organisations are encouraged to apply to any or all the lots for which they are qualified.

4. LOT 1: Engagement of a Private Sector Organisation (PSO) / Civil Society Organisation (CSO) to Support the Implementation of Gender and Inclusion Interventions in Benin - - PRQ20240329

Women constitute a substantial portion of the cross-border trading community in Benin, with estimates suggesting that women make up between 60% and 80% of informal traders in the region. These traders are integral to the flow of goods such as foodstuffs, textiles, and other essential commodities between Benin and its neighbours, particularly Nigeria, Togo, and Burkina Faso. The sector provides vital income for many women and their families, contributing significantly to local economies.

Despite their significant contributions, women in cross-border trade face several challenges.

Access to finance is a major hurdle; according to a 2022 report by the African Development Bank, approximately 70% of women in the informal sector lack access to formal financial services, which limits their ability to scale their businesses. Without adequate capital, women traders often resort to high-interest loans from informal sources, further constraining their profitability.

Harassment and discrimination at borders are also widespread issues. A 2021 study by UN Women reported that 85% of women traders in West Africa, including Benin, have experienced some form of harassment, ranging from demands for bribes to physical and verbal abuse by border officials. This exploitation not only increases the cost of doing business but also deters many women from fully participating in cross-border trade.

Additionally, **limited access to market information and networks** puts women traders at a disadvantage. Many women lack the necessary knowledge of regional trade agreements, tariffs, and regulations, which can lead to unintentional violations and subsequent fines or confiscations. The International Trade Centre (ITC) noted in a 2023 report that women traders in Benin are less likely to be aware of trade facilitation programs compared to their male counterparts, further marginalizing them in the competitive trading environment.

Finally, **cultural and social norms** in some regions restrict women's mobility and decision-making power. A 2020 survey by the World Bank found that 45% of women in rural Benin face restrictions on traveling alone, impacting their ability to engage in cross-border trade effectively.

Addressing these challenges requires coordinated efforts from government, regional bodies, and international organizations. Initiatives such as improving women's access to credit, enhancing border management practices to reduce corruption, and providing targeted training on trade regulations can significantly improve the environment for women in cross-border trade. By tackling these issues, Benin can harness the full potential of women traders, contributing to more inclusive economic growth in the region.

4.1 Objective of the Engagement

Within the framework of TMA's Strategy 3, the goal of the Gender and Inclusion component is to ensure markets work for the poor and the marginalised to reduce the incidence of poverty, particularly among vulnerable and marginalised groups, including women, youth, and people with disabilities in the West African region.

In line with the above, the engagement is expected to support the delivery of interventions aimed at increasing the income and share of Women/Youth traders, PWDs and Small-Scale Cross-Border Traders (SSCBTs) in trade in Benin and along the Abidjan-Lagos Corridor (ALCo).

4.2 Scope of Delivery

The scope of work for the assignment will include the following:

- i. **Stakeholder Mobilization and Engagement:** Engage with relevant Beninois stakeholders including government agencies, women and small-scale cross border trade associations, youth enterprises, non-governmental organizations (NGOs), industry associations, financial institutions, and technical partners to gather input, foster collaboration, and ensure alignment with the objectives of the programme as well as the needs of women, youth and PWDs in trade.
- ii. **Identification, Profiling and Strengthening of Market-oriented MSME CBT:** Identify MSMEs and Associations with high driven market demand products in Benin for support within the framework of the programme and consideration for the export development programme.
- iii. **Capacity Building and Business Development Services (BDS):** Plan and execute targeted capacity-building sessions and BDS for women, youths and MSMEs in Benin, focusing on skills like business formalization, financial literacy, product diversification, quality assurance, and basic market research.
- iv. **Facilitation of Logistics and Market Linkages:** Support market linkages for women, youth and MSMEs in Benin, including onboarding to digital platforms, connecting to credit finance services, and providing advisory services on market information and opportunities.
- v. **Simplified trade regimes for CBTs:** Engage relevant trade facilitation agencies in Benin on the simplification of trading regimes (policy and regulatory) and development of appropriate support facilities for CBTs especially women, youth and PWDs friendly ones.
- vi. **Piloting of Trade Information Portal:** Coordinate a pilot of trade information portals in selected locations in Benin, targeting women and youths and PWDs enterprises, and gather feedback for further refinement and improvement.
- vii. **Monitoring and Evaluation:** Establish monitoring and evaluation mechanisms and indicators to track progress, measure performance, assess the impact of capacity building initiatives, and effectiveness of the trade information portal in empowering women, youths and PWDs enterprises and facilitating their participation in cross-border trade in Benin.
- viii. **Scaling Up and Sustainability:** Develop a strategy for scaling up the trade information portal to reach a broader audience of women, youth and PWDs enterprises in Benin and across the West African region and ensure its long-term sustainability through partnerships, funding, and institutional support. The PSO/CSO shall also facilitate knowledge sharing and exchange of best practices among women, youth and PWDs enterprises through workshops, seminars, networking events, and online platforms.

4.3 Deliverables

The key deliverables for the assignment include but not limited to:

- a. **Stakeholder Engagement Summary for Gap Analysis:**

- Summarize outcomes from consultative sessions with Beninois stakeholders to identify and understand gaps hindering optimal market accessibility for women, youth and PWDs MSMEs; that have explored issues such as market disruptions, trade barriers, financing challenges, and information gaps affecting market-oriented enterprises.
- b. Market-Oriented Report:**
 - Profile and conduct a detailed assessment of market-oriented enterprises within traditionally marginalized groups (women, youth and PWDs MSMEs), providing a comprehensive report outlining the specific needs, challenges, and opportunities for the market-oriented businesses in Benin.
- c. Capacity Building and BDS Execution Plan:**
 - Develop a workplan, budget, and training materials/modules for the execution of targeted capacity-building sessions and Business Development Services (BDS) for women, youth and PWDs MSMEs in Benin, focusing on essential skills like business formalization, financial literacy, product diversification, quality assurance, and basic market research.
- d. Overview of Operational Capacity and Market Linkages Support:**
 - Provide an overview of the support provided for operational capacity and market linkages for women, youth and PWDs MSMEs in Benin, with an indication of the changes in production capacities, value of exports and share of export under preferential trading regimes, particularly the AfCFTA. It should also emphasize onboarding to digital platforms (trade information portal), connections to credit finance services, advisory services on market information and opportunities, engagements with relevant trade facilitation government agencies, business matchmaking / Business to Business (B2B) linkages, and advisory services provided on market information and opportunities.
- e. Progress and Monitoring Reports:**
 - Provide periodic progress reports on key outputs / achievements, challenges and lessons learned during implementation of the interventions in Benin. The reports should be data-driven/evidence based to guide subsequent decision-making and Program success.
 - Recommend additional interventions to enhance formalization, market access, trade capacity, competitiveness, and access to services for women, youth and MSMEs in Benin and the West African region at large.

The selected PSO/CSO will organise, facilitate and undertake the trade facilitation services outlined in Section 4.2 above.

4.4 Recipient, Coordination and Reporting

The successful PSO/CSO will work closely with the West Africa Programme office of TMA and report directly to the Director, West Africa and AfCFTA; and will be required to undertake the following:

- i. Submit monthly progress reports (or as may be required) and timesheets detailing the tasks undertaken and milestones achieved during the month. This will need to be reviewed and approved by the reporting officer within TMA to allow for settlement of invoices (where applicable).
- ii. Participate in all programmes review and coordination meetings set up by TMA. The recipient of the PSO/CSO's services will be TradeMark Africa.
- iii. All related deliverables will be internally reviewed by TMA prior to being accepted as satisfactory.

4.5 Duration of the Assignment

The successful partner will be expected to complete the assignment within a **12 months' period** from the date of contract signing.

4.6 Budget

The budget for the entire collaborative assignment is estimated to be between **US\$ 200,000 – US\$ 250,000**, inclusive of fees, reimbursables and taxes related to the interventions.

4.7 Evaluation Criteria (Qualifications and Experience)

The best evaluated private sector/civil society organization should in addition to complying with TMA's due diligence controls and processes be:

- i. Legally registered and based in West Africa and should have been in continuous operation in Benin for the last 10 years.
- ii. Should be an expert on issues related to promoting socio-economic inclusiveness and must have undertaken at least 3 similar assignments in Benin in the last 5 years.
- iii. Proven record in promoting market systems (technical assistance on access to markets, access to information, access to finance, etc.) and Trade Facilitation including support on elimination of Non-Tariff Barriers in Benin and the West African region (provision of 3 certificates of completion/recommendation letters for similar assignments in the last 5 years).
- iv. Should have a tax clearance certificate from the taxation regime in Benin for the past 5 years.
- v. Should not be involved in any ongoing litigation process at the time of engagement with TMA for this assignment.

5. LOT 2: Engagement of a Private Sector Organisation (PSO) / Civil Society Organisation (CSO) to Support the Implementation of Gender and Inclusion Interventions in Togo - PRQ20240331

In Togo, women are central to the cross-border trading sector, particularly within the informal economy. They are estimated to constitute around 70% of the informal cross-border traders, engaging in the trade of goods such as agricultural products, textiles, and manufactured items across borders with Ghana, Benin, and Burkina Faso. This sector is not only a critical source of income for many women and their families but also plays a significant role in the national economy, contributing to food security and poverty reduction.

However, women in cross-border trade in Togo face numerous challenges that impede their ability to thrive. **Access to finance** remains one of the most significant barriers. According to a 2021 report by the World Bank, only 30% of women in the informal sector in Togo have access to formal financial services, limiting their capacity to invest in and grow their businesses. This lack of access to credit forces many women to rely on informal lending with high interest rates, which further reduces their profit margins.

Another major challenge is the **prevalence of harassment and corruption at border points**. A 2022 study by the Economic Community of West African States (ECOWAS) indicated that over 75% of women traders in Togo have experienced some form of harassment, including demands for bribes and gender-based violence, by border officials. These practices increase the cost of trade and create an environment of fear and uncertainty for women traders.

Limited access to market information and regional trade policies also poses a significant challenge. Many women traders are not aware of the intricacies of trade agreements and tariffs, leading to unintentional breaches of regulations. This lack of information can result in fines, confiscation of goods, and other penalties.

The International Trade Centre (ITC) reported in 2023 that women traders in Togo are particularly disadvantaged in terms of access to vital market information, making it difficult for them to compete effectively.

Cultural and societal norms further exacerbate these challenges. In many parts of Togo, traditional gender roles limit women's mobility and decision-making power. A 2020 survey by the African Development Bank found that 40% of women in Togo face restrictions on traveling without male accompaniment, significantly hindering their ability to engage fully in cross-border trade.

To address these challenges, comprehensive strategies are needed, including improving access to credit, enhancing border management to reduce corruption, and providing targeted training on trade regulations and market access. By empowering women in cross-border trade, Togo can significantly boost its economic development and contribute to greater gender equality in the region.

5.1 Objective of the Engagement

Within the framework of TMA's Strategy 3, the goal of the Gender and Inclusion component is to ensure markets work for the poor and the marginalised to reduce the incidence of poverty, particularly among vulnerable and marginalised groups, including women, youth, and people with disabilities in the West African region.

In line with the above, the engagement is expected to support the delivery of interventions aimed at increasing the income and share of Women/Youth traders, PWDs and Small-Scale Cross-Border Traders (SSCBTs) in trade in Togo and along the Abidjan-Lagos Corridor (ALCo).

5.2 Scope of Delivery

The scope of work for the assignment will include the following:

- i. **Stakeholder Mobilization and Engagement:** Engage with relevant Togolese stakeholders including government agencies, women and small-scale cross border trade associations, youth enterprises, non-governmental organizations (NGOs), industry associations, financial institutions, and technical partners to gather input, foster collaboration, and ensure alignment with the objectives of the programme as well as the needs of women, youth and PWDs in trade.
- ii. **Identification, Profiling and Strengthening of Market-oriented MSME CBT:** Identify MSMEs and Associations with high driven market demand products in Togo for support within the framework of the programme and consideration for the export development programme.
- iii. **Capacity Building and Business Development Services (BDS):** Plan and execute targeted capacity-building sessions and BDS for women, youths and MSMEs in Togo, focusing on skills like business formalization, financial literacy, product diversification, quality assurance, and basic market research.
- iv. **Facilitation of Logistics and Market Linkages:** Support market linkages for women, youth and MSMEs in Togo, including onboarding to digital platforms, connecting to credit finance services, and providing advisory services on market information and opportunities.
- v. **Simplified trade regimes for CBTs:** Engage relevant trade facilitation agencies in Togo on the simplification of trading regimes (policy and regulatory) and development of appropriate support facilities for CBTs especially women, youth and PWDs friendly ones.

- vi. **Piloting of Trade Information Portal:** Coordinate a pilot of trade information portals in selected locations in Togo, targeting women and youths and PWDs enterprises, and gather feedback for further refinement and improvement.
- vii. **Monitoring and Evaluation:** Establish monitoring and evaluation mechanisms and indicators to track progress, measure performance, assess the impact of capacity building initiatives, and effectiveness of the trade information portal in empowering women, youths and PWDs enterprises and facilitating their participation in cross-border trade in Togo.
- viii. **Scaling Up and Sustainability:** Develop a strategy for scaling up the trade information portal to reach a broader audience of women, youth and PWDs enterprises in Togo and across the West African region and ensure its long-term sustainability through partnerships, funding, and institutional support. The PSO/CSO shall also facilitate knowledge sharing and exchange of best practices among women, youth and PWDs enterprises through workshops, seminars, networking events, and online platforms.

5.3 Deliverables

The key deliverables for the assignment include but not limited to:

a. Stakeholder Engagement Summary for Gap Analysis:

- Summarize outcomes from consultative sessions with Togolese stakeholders to identify and understand gaps hindering optimal market accessibility for women, youth and PWDs MSMEs; that have explored issues such as market disruptions, trade barriers, financing challenges, and information gaps affecting market-oriented enterprises.

b. Market-Oriented Report:

- Profile and conduct a detailed assessment of market-oriented enterprises within traditionally marginalized groups (women, youth and PWDs MSMEs), providing a comprehensive report outlining the specific needs, challenges, and opportunities for the market-oriented businesses in Togo.

c. Capacity Building and BDS Execution Plan:

- Develop a workplan, budget, and training materials/modules for the execution of targeted capacity-building sessions and Business Development Services (BDS) for women, youth and PWDs MSMEs in Togo, focusing on essential skills like business formalization, financial literacy, product diversification, quality assurance, and basic market research.

d. Overview of Operational Capacity and Market Linkages Support:

- Provide an overview of the support provided for operational capacity and market linkages for women, youth and PWDs MSMEs in Togo, with an indication of the changes in production capacities, value of exports and share of export under preferential trading regimes, particularly the AfCFTA. It should also emphasize onboarding to digital platforms (trade information portal), connections to credit finance services, advisory services on market information and opportunities, engagements with relevant trade facilitation government agencies, business matchmaking / Business to Business (B2B) linkages, and advisory services provided on market information and opportunities.

e. Progress and Monitoring Reports:

- Provide periodic progress reports on key outputs / achievements, challenges and lessons learned during implementation of the interventions in Togo. The reports should be data-driven/evidence based to guide subsequent decision-making and Program success.
- Recommend additional interventions to enhance formalization, market access, trade capacity, competitiveness, and access to services for women, youth and MSMEs in Togo and the West African region at large.

The selected PSO/CSO will organise, facilitate and undertake the trade facilitation services outlined in Section 5.2 above.

5.4 Recipient, Coordination and Reporting

The successful PSO/CSO will work closely with the West Africa Programme office of TMA and report directly to the Director, West Africa and AfCFTA; and will be required to undertake the following:

- i. Submit monthly progress reports (or as may be required) and timesheets detailing the tasks undertaken and milestones achieved during the month. This will need to be reviewed and approved by the reporting officer within TMA to allow for settlement of invoices (where applicable).
- ii. Participate in all programmes review and coordination meetings set up by TMA. The recipient of the PSO/CSO's services will be TradeMark Africa.
- iii. All related deliverables will be internally reviewed by TMA prior to being accepted as satisfactory.

5.5 Duration of the Assignment

The successful partner will be expected to complete the assignment within a **12 months' period** from the date of contract signing.

5.6 Budget

The budget for the entire collaborative assignment is estimated to be between **US\$ 200,000 – US\$ 250,000** inclusive of fees, reimbursables and taxes related to the interventions.

5.7 Evaluation Criteria (Qualifications and Experience)

The best evaluated private sector/civil society organization should in addition to complying with TMA's due diligence controls and processes be:

- vi. Legally registered and based in West Africa and should have been in continuous operation in Togo for the last 10 years.
- vii. Should be an expert on issues related to promoting socio-economic inclusiveness and must have undertaken at least 3 similar assignments in Togo in the last 5 years.
- viii. Proven record in promoting market systems (technical assistance on access to markets, access to information, access to finance, etc.) and Trade Facilitation including support on elimination of Non-Tariff Barriers in Togo and the West African region (provision of 3 certificates of completion/recommendation letters for similar assignments in the last 5 years).
- ix. Should have a tax clearance certificate from the taxation regime in Togo for the past 5 years.
- x. Should not be involved in any ongoing litigation process at the time of engagement with TMA for this assignment.

6. LOT 3: Engagement of a Private Sector Organisation (PSO) / Civil Society Organisation (CSO) to Support the Implementation of Gender and Inclusion Interventions in Ghana - PRQ20240333

In Ghana, women are a dominant force in cross-border trade, particularly within the informal sector. They constitute approximately 70% of informal traders, engaging in the exchange of goods such as foodstuffs, textiles, and artisanal products with neighbouring countries like Côte d'Ivoire, Togo, and Burkina Faso. These activities are essential not only for sustaining the livelihoods of many families but also for contributing significantly to the national economy by fostering regional trade integration and economic stability.

However, women involved in cross-border trade in Ghana encounter several challenges and bottlenecks adversely impact the profitability of businesses owned and operated by women as well as their overall well-being (Yegblemenawo and Ntsiful, 2024).

Access to finance is a major constraint, with many women traders operating without sufficient capital to expand their businesses. According to a 2021 report by the World Bank, only 33% of women in the informal sector in Ghana have access to formal financial services. This lack of access to credit forces many women to rely on informal lending sources, often with high interest rates, which erodes their profits and hampers business growth.

Harassment and corruption at border crossings are significant issues faced by women traders. A 2022 study by the African Continental Free Trade Area (AfCFTA) Secretariat highlighted that nearly 78% of women traders in Ghana experience harassment, including demands for bribes and threats from border officials. These corrupt practices increase the cost of doing business and create a hostile environment that discourages many women from engaging in cross-border trade.

Limited access to market information and trade networks is another challenge. Many women traders lack awareness of regional trade agreements, tariffs, and customs procedures, which puts them at a disadvantage. The International Trade Centre (ITC) noted in a 2023 report that women in Ghana are often less informed about trade facilitation programs compared to their male counterparts, making it difficult for them to fully capitalize on available opportunities.

Cultural and social norms also play a role in limiting the participation of women in cross-border trade. In some areas of Ghana, traditional gender roles restrict women's mobility and decision-making power. A 2020 survey by UN Women found that about 40% of women traders face societal pressures that limit their ability to travel independently across borders, affecting their ability to conduct business effectively.

To overcome these challenges, there is a need for targeted interventions, including improving access to finance, enhancing border management practices to reduce corruption, and providing training on trade regulations and market access. By addressing these issues, Ghana can better support the economic contributions of women traders and promote more inclusive growth in the region.

6.1 Objective of the Engagement

Within the framework of TMA's Strategy 3, the goal of the Gender and Inclusion component is to ensure markets work for the poor and the marginalised to reduce the incidence of poverty, particularly among vulnerable and marginalised groups, including women, youth, and people with disabilities in the West African region.

In line with the above, the engagement is expected to support the delivery of interventions aimed at increasing the income and share of Women/Youth traders, PWDs and Small-Scale Cross-Border Traders (SSCBTs) in trade in Ghana and along the Abidjan-Lagos Corridor (ALCo).

6.2 Scope of Delivery

The scope of work for the assignment will include the following:

- i. **Stakeholder Mobilization and Engagement:** Engage with relevant Ghanaian stakeholders including government agencies, women and small-scale cross border trade associations, youth enterprises, non-governmental organizations (NGOs), industry associations, financial institutions, and technical partners to gather input, foster collaboration, and ensure alignment with the objectives of the programme as well as the needs of women, youth and PWDs in trade.
- ii. **Identification, Profiling and Strengthening of Market-oriented MSME CBT:** Identify MSMEs and Associations with high driven market demand products in Ghana for support within the framework of the programme and consideration for the export development programme.
- iii. **Capacity Building and Business Development Services (BDS):** Plan and execute targeted capacity-building sessions and BDS for women, youths and MSMEs in Ghana, focusing on skills like business formalization, financial literacy, product diversification, quality assurance, and basic market research.
- iv. **Facilitation of Logistics and Market Linkages:** Support market linkages for women, youth and MSMEs in Ghana, including onboarding to digital platforms, connecting to credit finance services, and providing advisory services on market information and opportunities.
- v. **Simplified trade regimes for CBTs:** Engage relevant trade facilitation agencies in Ghana on the simplification of trading regimes (policy and regulatory) and development of appropriate support facilities for CBTs especially women, youth and PWDs friendly ones.
- vi. **Piloting of Trade Information Portal:** Coordinate a pilot of trade information portals in selected locations in Ghana, targeting women and youths and PWDs enterprises, and gather feedback for further refinement and improvement.
- vii. **Monitoring and Evaluation:** Establish monitoring and evaluation mechanisms and indicators to track progress, measure performance, assess the impact of capacity building initiatives, and effectiveness of the trade information portal in empowering women, youths and PWDs enterprises and facilitating their participation in cross-border trade in Ghana.
- viii. **Scaling Up and Sustainability:** Develop a strategy for scaling up the trade information portal to reach a broader audience of women, youth and PWDs enterprises in Ghana and across the West African region and ensure its long-term sustainability through partnerships, funding, and institutional support. The PSO/CSO shall also facilitate knowledge sharing and exchange of best practices among women, youth and PWDs enterprises through workshops, seminars, networking events, and online platforms.

6.3 Deliverables

The key deliverables for the assignment include but not limited to:

- a. **Stakeholder Engagement Summary for Gap Analysis:**
 - Summarize outcomes from consultative sessions with Ghanaian stakeholders to identify and understand gaps hindering optimal market accessibility for women, youth and PWDs MSMEs; that have explored issues such as market disruptions, trade barriers, financing challenges, and information gaps affecting market-oriented enterprises.

b. Market-Oriented Report:

- Profile and conduct a detailed assessment of market-oriented enterprises within traditionally marginalized groups (women, youth and PWDs MSMEs), providing a comprehensive report outlining the specific needs, challenges, and opportunities for the market-oriented businesses in Ghana.

c. Capacity Building and BDS Execution Plan:

- Develop a workplan, budget, and training materials/modules for the execution of targeted capacity-building sessions and Business Development Services (BDS) for women, youth and PWDs MSMEs in Ghana, focusing on essential skills like business formalization, financial literacy, product diversification, quality assurance, and basic market research.

d. Overview of Operational Capacity and Market Linkages Support:

- Provide an overview of the support provided for operational capacity and market linkages for women, youth and PWDs MSMEs in Ghana, with an indication of the changes in production capacities, value of exports and share of export under preferential trading regimes, particularly the AfCFTA. It should also emphasize onboarding to digital platforms (trade information portal), connections to credit finance services, advisory services on market information and opportunities, engagements with relevant trade facilitation government agencies, business matchmaking / Business to Business (B2B) linkages, and advisory services provided on market information and opportunities.

e. Progress and Monitoring Reports:

- Provide periodic progress reports on key outputs / achievements, challenges and lessons learned during implementation of the interventions in Ghana. The reports should be data-driven/evidence based to guide subsequent decision-making and Program success.
- Recommend additional interventions to enhance formalization, market access, trade capacity, competitiveness, and access to services for women, youth and MSMEs in Ghana and the West African region at large.

The selected PSO/CSO will organise, facilitate and undertake the trade facilitation services outlined in Section 6.2 above.

6.4 Recipient, Coordination and Reporting

The successful PSO/CSO will work closely with the West Africa Programme office of TMA and report directly to the Director, West Africa and AfCFTA; and will be required to undertake the following:

- i. Submit monthly progress reports (or as may be required) and timesheets detailing the tasks undertaken and milestones achieved during the month. This will need to be reviewed and approved by the reporting officer within TMA to allow for settlement of invoices (where applicable).
- ii. Participate in all programmes review and coordination meetings set up by TMA. The recipient of the PSO/CSO's services will be TradeMark Africa.
- iii. All related deliverables will be internally reviewed by TMA prior to being accepted as satisfactory.

6.5 Duration of the Assignment

The successful partner will be expected to complete the assignment within a **12 months' period** from the date of contract signing.

6.6 Budget

The budget for the entire collaborative assignment is estimated to be between **US\$ 200,000 – US\$ 250,000**, inclusive of fees, reimbursables and taxes related to the interventions.

6.7 Evaluation Criteria (Qualifications and Experience)

The best evaluated private sector/civil society organization should in addition to complying with TMA's due diligence controls and processes be:

- i. Legally registered and based in West Africa and should have been in continuous operation in Ghana for the last 10 years.
- ii. Should be an expert on issues related to promoting socio-economic inclusiveness and must have undertaken at least 3 similar assignments in Ghana in the last 5 years.
- iii. Proven record in promoting market systems (technical assistance on access to markets, access to information, access to finance, etc.) and Trade Facilitation including support on elimination of Non-Tariff Barriers in Ghana and the West African region (provision of 3 certificates of completion/recommendation letters for similar assignments in the last 5 years).
- iv. Should have a tax clearance certificate from the taxation regime in Ghana for the past 5 years.
- v. Should not be involved in any ongoing litigation process at the time of engagement with TMA for this assignment.

7. LOT 4: Engagement of a Private Sector Organisation (PSO) / Civil Society Organisation (CSO) to Support the Implementation of Gender and Inclusion Interventions in Cote d'Ivoire - PRQ20240334

Women play a crucial role in cross-border trade in Côte d'Ivoire, particularly within the informal sector, where they are estimated to represent nearly 65% of the cross-border trading population. For instance, in Cote d'Ivoire, the wholesale and retail trade sector accounts for the highest proportion (41 percent) of the female labour force (Pettinotti and Calabrese, 2023). These women are engaged in the trade of various goods, including agricultural products, textiles, and crafts, across borders with neighbouring countries like Ghana, Liberia, and Burkina Faso. Their activities are vital to local economies, contributing to household incomes, food security, and overall economic stability.

Despite their significant contributions, women in cross-border trade in Côte d'Ivoire face a number of challenges that limit their economic potential.

Access to finance is a major obstacle. A 2022 report by the African Development Bank revealed that only 35% of women in the informal sector in Côte d'Ivoire have access to formal financial services. The lack of capital restricts their ability to purchase goods in bulk, invest in better trading infrastructure, or expand their businesses, leading to lower profitability and growth.

Harassment and corruption at border crossings are also prevalent issues. According to a 2021 survey by UN Women, approximately 80% of women traders in Côte d'Ivoire have experienced harassment, including demands for bribes and physical or verbal abuse by border officials. This not only increases the cost of doing business but also creates an intimidating environment that discourages many women from engaging fully in cross-border trade.

Additionally, **limited access to market information and trade networks** poses significant challenges. Many women traders lack knowledge of regional trade agreements, tariffs, and customs procedures, which can lead to unintentional violations and subsequent penalties. The International Trade Centre (ITC) reported in

2023 that women in Côte d'Ivoire are less likely to be aware of trade facilitation programs, making it harder for them to navigate the complexities of cross-border trade effectively.

Cultural and social norms further restrict women's participation in cross-border trade. In some regions of Côte d'Ivoire, traditional gender roles limit women's mobility and decision-making power. A 2020 study by the World Bank found that 42% of women face societal restrictions on traveling alone, which hinders their ability to conduct cross-border trade independently.

To address these challenges, there is a need for targeted interventions, including improving women's access to finance, enhancing border management to reduce corruption, and providing training on trade regulations and market access. By addressing these issues, Côte d'Ivoire can better support the economic contributions of women traders and promote more inclusive economic growth.

7.1 Objective of the Engagement

Within the framework of TMA's Strategy 3, the goal of the Gender and Inclusion component is to ensure markets work for the poor and the marginalised to reduce the incidence of poverty, particularly among vulnerable and marginalised groups, including women, youth, and people with disabilities in the West African region.

In line with the above, the engagement is expected to support the delivery of interventions aimed at increasing the income and share of Women/Youth traders, PWDs and Small-Scale Cross-Border Traders (SSCBTs) in trade in Cote d'Ivoire and along the Abidjan-Lagos Corridor (ALCo).

7.2 Scope of Delivery

The scope of work for the assignment will include the following:

- i. **Stakeholder Mobilization and Engagement:** Engage with relevant Ivorian stakeholders including government agencies, women and small-scale cross border trade associations, youth enterprises, non-governmental organizations (NGOs), industry associations, financial institutions, and technical partners to gather input, foster collaboration, and ensure alignment with the objectives of the programme as well as the needs of women, youth and PWDs in trade.
- ii. **Identification, Profiling and Strengthening of Market-oriented MSME CBT:** Identify MSMEs and Associations with high driven market demand products in Cote d'Ivoire for support within the framework of the programme and consideration for the export development programme.
- iii. **Capacity Building and Business Development Services (BDS):** Plan and execute targeted capacity-building sessions and BDS for women, youths and MSMEs in Cote d'Ivoire, focusing on skills like business formalization, financial literacy, product diversification, quality assurance, and basic market research.
- iv. **Facilitation of Logistics and Market Linkages:** Support market linkages for women, youth and MSMEs in Cote d'Ivoire, including onboarding to digital platforms, connecting to credit finance services, and providing advisory services on market information and opportunities.
- v. **Simplified trade regimes for CBTs:** Engage relevant trade facilitation agencies in Cote d'Ivoire on the simplification of trading regimes (policy and regulatory) and development of appropriate support facilities for CBTs especially women, youth and PWDs friendly ones.

- vi. **Piloting of Trade Information Portal:** Coordinate a pilot of trade information portals in selected locations in Cote d'Ivoire, targeting women and youths and PWDs enterprises, and gather feedback for further refinement and improvement.
- vii. **Monitoring and Evaluation:** Establish monitoring and evaluation mechanisms and indicators to track progress, measure performance, assess the impact of capacity building initiatives, and effectiveness of the trade information portal in empowering women, youths and PWDs enterprises and facilitating their participation in cross-border trade in Cote d'Ivoire.
- viii. **Scaling Up and Sustainability:** Develop a strategy for scaling up the trade information portal to reach a broader audience of women, youth and PWDs enterprises in Cote d'Ivoire and across the West African region and ensure its long-term sustainability through partnerships, funding, and institutional support. The PSO/CSO shall also facilitate knowledge sharing and exchange of best practices among women, youth and PWDs enterprises through workshops, seminars, networking events, and online platforms.

7.3 Deliverables

The key deliverables for the assignment include but not limited to:

a. Stakeholder Engagement Summary for Gap Analysis:

- Summarize outcomes from consultative sessions with Ivorian stakeholders to identify and understand gaps hindering optimal market accessibility for women, youth and PWDs MSMEs; that have explored issues such as market disruptions, trade barriers, financing challenges, and information gaps affecting market-oriented enterprises.

b. Market-Oriented Report:

- Profile and conduct a detailed assessment of market-oriented enterprises within traditionally marginalized groups (women, youth and PWDs MSMEs), providing a comprehensive report outlining the specific needs, challenges, and opportunities for the market-oriented businesses in Cote d'Ivoire.

c. Capacity Building and BDS Execution Plan:

- Develop a workplan, budget, and training materials/modules for the execution of targeted capacity-building sessions and Business Development Services (BDS) for women, youth and PWDs MSMEs in Cote d'Ivoire, focusing on essential skills like business formalization, financial literacy, product diversification, quality assurance, and basic market research.

d. Overview of Operational Capacity and Market Linkages Support:

- Provide an overview of the support provided for operational capacity and market linkages for women, youth and PWDs MSMEs in Cote d'Ivoire, with an indication of the changes in production capacities, value of exports and share of export under preferential trading regimes, particularly the AfCFTA. It should also emphasize onboarding to digital platforms (trade information portal), connections to credit finance services, advisory services on market information and opportunities, engagements with relevant trade facilitation government agencies, business matchmaking / Business to Business (B2B) linkages, and advisory services provided on market information and opportunities.

e. Progress and Monitoring Reports:

- Provide periodic progress reports on key outputs / achievements, challenges and lessons learned during implementation of the interventions in Cote d'Ivoire. The reports should be data-driven/evidence based to guide subsequent decision-making and Program success.
- Recommend additional interventions to enhance formalization, market access, trade capacity, competitiveness, and access to services for women, youth and MSMEs in Cote d'Ivoire and the West African region at large.

The selected PSO/CSO will organise, facilitate and undertake the trade facilitation services outlined in Section 7.2 above.

7.4 Recipient, Coordination and Reporting

The successful PSO/CSO will work closely with the West Africa Programme office of TMA and report directly to the Director, West Africa and AfCFTA; and will be required to undertake the following:

- i. Submit monthly progress reports (or as may be required) and timesheets detailing the tasks undertaken and milestones achieved during the month. This will need to be reviewed and approved by the reporting officer within TMA to allow for settlement of invoices (where applicable).
- ii. Participate in all programmes review and coordination meetings set up by TMA. The recipient of the PSO/CSO's services will be TradeMark Africa.
- iii. All related deliverables will be internally reviewed by TMA prior to being accepted as satisfactory.

7.5 Duration of the Assignment

The successful partner will be expected to complete the assignment within a **12 months' period** from the date of contract signing.

7.6 Budget

The budget for the entire collaborative assignment is estimated to be between **US\$ 200,000 – US\$ 250,000**, inclusive of fees, reimbursables and taxes related to the interventions.

7.7 Evaluation Criteria (Qualifications and Experience)

The best evaluated private sector/civil society organization should in addition to complying with TMA's due diligence controls and processes be:

- i. Legally registered and based in West Africa and should have been in continuous operation in Cote d'Ivoire for the last 10 years.
- ii. Should be an expert on issues related to promoting socio-economic inclusiveness and must have undertaken at least 3 similar assignments in Cote d'Ivoire in the last 5 years.
- iii. Proven record in promoting market systems (technical assistance on access to markets, access to information, access to finance, etc.) and Trade Facilitation including support on elimination of Non-Tariff Barriers in Cote d'Ivoire and the West African region (provision of 3 certificates of completion/recommendation letters for similar assignments in the last 5 years).
- iv. Should have a tax clearance certificate from the taxation regime in Cote d'Ivoire for the past 5 years.
- v. Should not be involved in any ongoing litigation process at the time of engagement with TMA for this assignment.

8 Ethical Considerations

TradeMark Africa (TMA) places a strong emphasis on ethical considerations in its recruitment process, aligning with its core values of transparency and fairness. This commitment involves conducting a quality assurance-based and transparent, merit-based selection process that adheres to the principles of fairness, equal opportunity, and confidentiality. TMA is dedicated to preventing conflicts of interest, upholding anti-corruption measures, and complying with local regulations. Robust whistleblower protection mechanisms and ongoing integrity measures are implemented to ensure ethical standards endure throughout the partner’s tenure.

**TRADEMARK AFRICA
SEPTEMBER 2024**

ANNEX 1: TMA'S SUPPLIER CODE OF CONDUCT

This document is shared as a separate document to the tender document.

ANNEX 2: TECHNICAL BID SUBMISSION FORM TECHNICAL BID SUBMISSION FORM

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

Date: _____ *(insert date (as day, month and year) of Bid Submission)*

To: **TRADEMARK AFRICA**
Fidelity Insurance Centre,
P O Box 313 00606,
Nairobi, Kenya

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents;
- (b) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods and Related Services [insert a brief description of the Goods and Related Services];
- (c) Our bid shall be valid for a period of **120 days**, from the date fixed for the bid submission deadline in accordance with the ITT, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (d) If our bid is accepted, we commit on request to obtain a performance security (if applicable) for the due performance of the Contract;
- (e) We have no conflict of interest;
- (f) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall not constitute a binding contract between us, until a formal contract is prepared and executed.
- (g) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Signed by: _____ *(signature of person authorized by the Bidder to sign the bid submission form, and whose name and title are shown below)*

Name: _____ *(insert full name)*

Title: _____ *(insert official title)*

Duly authorized to sign the bid for and on behalf of: _____
(insert full name of Bidder)

Dated on _____ day of _____, _____ *[insert date of signing]*

ANNEX 3: CURRICULUM VITAE TEMPLATE

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

Position/Role Title:	{e.g., TEAM LEADER}
Name of Expert:	{Insert full name}
Date of Birth:	{day/month/year}
Country of Citizenship/Residence	

Education: {List college/university or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained **attach valid copies of the certificates and testimonials**}

Employment record relevant to the assignment: {Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, types of activities performed and location of the assignment, and contact information of previous clients and employing organization(s) who can be contacted for references. Past employment that is not relevant to the assignment does not need to be included.}

Period	Employing organization and your title/position. Contact info for references	Country	Summary of activities performed relevant to the Assignment
[e.g., May 2005-present]	[e.g., Ministry of, advisor/consultant to... For references: Tel...../e-mail.....; Mr. Hebb, deputy minister]		

Membership in Professional Associations and Publications:

Language Skills (indicate only languages in which you can work ranking from 1 to 5 for speaking, writing and reading where 1 is poor and 5 is excellent):

Language	Reading	Writing	Speaking

Adequacy for the Assignment:

Detailed Tasks Assigned on Consultant's Team of Experts (<i>insert the time period</i>)	Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks
{List all deliverables/tasks in which the Expert will be involved}	

Experts contact information : (e-mail..... Phone.....)

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the Client, and/or sanctions by the Client.

{Day/month/year}

Name of Expert	Signature	Date
		{Day/month/year}

Name of authorized representative of the consultant (<i>the same one who signs the Proposal</i>)	Signature	Date
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Note:

1. Failure by the consultant to sign the CV (physically or electronically), may lead to the CV not being considered altogether.
2. Failure to submit copies of certificates and/or accreditation may lead to the CV being invalidated.

ANNEX 4 – FIRM EXPERIENCE

[Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted either individually as a corporate entity or as one of the major companies within an association, for carrying out consulting services similar to the ones requested under this assignment.]

Assignment name:	Approx. value of the contract (in current US\$ or Euro):
Country: Location within country:	Duration of assignment (months):
Name of Client:	Total N° of staff-months of the assignment:
Address:	Approx. value of the services provided by your firm under the contract (in US\$ currency equivalent):
Start date (month/year): Completion date (month/year):	N° of professional staff-months provided by associated Consultants:
Name of associated Consultants, if any:	Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):
Narrative description of Project:	
Description of actual services provided by your staff within the assignment:	

ANNEX 5 – TEAM COMPOSITION

Proposed Personnel

Bidders should provide the names of suitably qualified personnel to meet the specified requirements for each of the positions listed in your technical proposal.

Team Composition and Task Assignments

Professional Staff				
Name of Staff	Firm	Area of Expertise	Position Assigned	Task Assigned

Comments and Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be Provided.

C - On the Terms of Reference

[Present and justify here any modifications or improvement to the Terms of Reference you are proposing to improve performance in carrying out the assignment (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities). Such suggestions should be concise and to the point, and incorporated in your Proposal, as applicable.]

Description of Approach, Methodology and Work Plan for Performing the Assignment

Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal divided into the following three chapters:

- a) Technical Approach and Methodology,
- b) Work Plan, and
- c) Organization and Staffing,

a) **Technical Approach and Methodology.**

In this chapter you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.

b) **Work Plan.**

In this chapter you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule of Form

c) **Organization and Staffing.**

In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff.

STAFFING SCHEDULE¹

N°	Name of Staff	Staff input (in the form of a bar chart) ²														Total staff-month input			
		1	2	3	4	5	6	7	8	9	10	11	12	n	Home	Field ³	Total		
Foreign																			
1		[Home]																	
		[Field]																	
2																			
3																			
N																			
														Subtotal					
Local																			
1		[Home]																	
		[Field]																	
2																			
N																			
														Subtotal					
														Total					

1 For Professional Staff the input should be indicated individually; for Support Staff it should be indicated by category (e.g.: draftsmen, clerical staff, etc.).

2 Months are counted from the start of the assignment. For each staff indicate separately staff input for home and field work.

3 Field work means work carried out at a place other than the Consultant's home office.



Full time input



Part time input

WORK SCHEDULE

N°	Activity ¹	Months ²												
		1	2	3	4	5	6	7	8	9	10	11	12	n
1														
2														
3														
4														
5														
N														

- Indicate all main activities of the assignment, including delivery of reports (e.g.: inception, interim, and final reports), and other benchmarks such as Client approvals. For phased assignments indicate activities, delivery of reports, and benchmarks separately for each phase.
- Duration of activities shall be indicated in the form of a bar chart

ANNEX 4: FINANCIAL BID SUBMISSION FORM

Dear Sir/Madam:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal.

Our attached Financial Proposal is for the amount of _____
(indicate the corresponding amount(s) in words and figures and the currency (ies)), including all applicable taxes in line provided clauses in this tender document.

This financial bid submission/ proposal is in line with Pro-forma 1, 2, 3 and 4 of Annex 1 of this RFP tender document.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from any contract negotiations, up to expiration of the validity period of the Proposal, up to a period of **120 days** after bid submission deadline date.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours Sincerely,

Authorized Signature **(In full and initials)**: _____

Name and Title of Signatory: _____

In the capacity of: _____

Address: _____

E-mail: _____

(For a joint venture, either all members shall sign or only the lead member/ consultant, in which case the power of attorney to sign on behalf of all members shall be attached)

ANNEX 5: FINANCIAL PROPOSAL PRO - FORMA TEMPLATES

Pro- forma 1

TENDER FOR: _____ *(Insert tender title)*

TENDER NUMBER: _____ *(Insert tender reference number)*

MILESTONE PAYMENTS PROPOSAL

The amount to be paid for the completion of the services is fixed at USD

Payment will be made either:

- a) as a lump sum on completion of the services or
- b) at relevant points throughout the contract period as detailed below

CRITERIA FOR PAYMENT	AMOUNT OF PAYMENT (\$)
TOTAL	\$

Pro forma 2

TENDER FOR: _____ *(Insert tender title)*

TENDER NUMBER: _____ *(Insert tender reference number)*

PROPOSAL BREAKDOWN - PERSONNEL INPUTS AND FEE RATES

NAME	COUNTRY <i>(PLEASE SPECIFY)</i>	NO DAYS	DAILY FEE RATE (\$)	COST (\$)

Long Term*			
Short Term			
TOTAL FEES			\$

* Long Term is in excess of 4 months

Guidance on Fees and Expenses can be found in Section 2 of the contract - the General Conditions.

Pro- forma 3

TENDER FOR: _____ *(Insert tender title)*

TENDER NUMBER: _____ *(Insert tender reference number)*

PROPOSAL BREAKDOWN – PROJECT EXPENSES

Costs should be shown separately in the format set out below using separate sheets to provide full details under each heading. Fees proposed by tenderers should be inclusive of all taxes.

TRAVEL (PLEASE STATE COUNTRY OF TRAVEL)	NO.	RATE	COST (\$)

FARES	International			
	Domestic			
	Other Travel Costs			\$
Sub Total				
DAILY LIVING COSTS (state country) *Long Term				
	*Short Term			
Sub Total				\$
EQUIPMENT* Items Purchased/Rented (Including vehicles)				
Sub Total				\$
Any other expenses (please list)				
Sub Total				\$
TOTAL PROJECT EXPENSES: (B)				\$

*TMA will not reimburse costs for normal tools of trade (e.g. portable personal computers)

* Long Term consultants are expected to utilise rented accommodation. No per diem is payable.

*Short Term expectation is either rented accommodation or a hotel.

Pro- forma 4

TENDER FOR: _____ *(Insert tender title)*

TENDER NUMBER: _____ *(Insert tender reference number)*

PROPOSAL BREAKDOWN - SUMMARY OF PAYMENT

PROPOSED PAYMENT BREAKDOWN	AMOUNT (USD \$)

Sub-total (exclusive of taxes)	\$
Taxation amount <i>(include all applicable taxes (e.g., Value Added Tax, Withholding Tax etc) in separate rows</i>	\$
TOTAL (inclusive of taxes)	\$

ANNEX 6: DRAFT CONTRACT TEMPLATE

CONTRACT FOR CONSULTANCY SERVICES

Section 1 – Form of Contract

CONTRACT FOR: [Insert Title here]

CONTRACT REFERENCE: [Insert Number here]

THIS CONTRACT dated [Insert date here] is made.

BETWEEN:

TradeMark Africa (“TMA”) having its principal place of business at (insert office details).

AND

[Insert Consultant Name] (“The Consultant”) having its principal office located in [Insert Contact Details].

WHEREAS:

TMA has requested the Consultant to provide certain consulting services as defined in the detailed terms of reference and scope of services attached to this Contract (hereinafter called the “Services”); the Consultant, having represented to TMA that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract.

IT IS HEREBY AGREED as follows:

1. Documents

This Contract from page [Insert page no] to page [Insert page no.] shall comprise the following documents:

Section 1 Form of Contract

Section 2 General Conditions

Section 3 The Services

Section 4 Special Conditions and Key Personnel

Section 5 Fees

This Contract constitutes the entire agreement between the Parties in respect of the Consultant’s obligations and supersedes all previous communications between the Parties, other than as expressly provided for in Section 3 and/or Section 4.

2. Contract Signature

If the original Contract is not returned to - TMA duly completed, signed and dated on behalf of the Consultant within 15 days of the date of signature on behalf of TMA, TMA will be entitled, at its sole

discretion, to declare this Contract void. No payment will be made to the Consultant under this Contract until a copy of the Contract, signed on behalf of the Consultant is returned to TMA.

3. Commencement and Duration of the Services

- a. The contract shall be effective on the date both parties sign, and the services shall be completed by **[Insert end date]** (End Date") or any other period as may be subsequently agreed by the parties in writing unless this Contract is terminated earlier in accordance with its terms and conditions.
- b. If the services have not commenced in accordance with clause 3a above, TMA will within not less than 30 days notify the consultant in writing, declaring the contract to be null and void, and in the event of such declaration, the consultant shall have no claim against TMA with respect thereto.

4. Financial Limit

Payments under this Contract shall not, in any circumstances, exceed **[XXX]** for fees and **[XXX]** for expenses within a total limit of **[XXX]** inclusive of all taxes applicable ("the Financial Limit").

5. Time of the Essence

Time shall be of the essence as regards the performance by the Consultant of its obligations under this Contract.

For and on behalf of TMA

Name: **JOSEPHA NDAMIRA**
Position: **SENIOR DIRECTOR CORPORATE SERVICES**
Signature:
Date:

For and on behalf of the consultant

Name:
Signature:
Date:

CONTRACT FOR CONSULTANCY SERVICES

Section 2 – General Conditions

1. Definitions

"The Contract" means the agreement entered between TMA and the consultant, as recorded in this Contract Document signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

"TMA Project Manager" means the person nominated by TMA who is responsible for the management of the Project.

"The Equipment" means any equipment, computer hardware or software, materials, goods and vehicles and associated services necessarily required for the implementation of the Services which are financed or provided by TMA for use by the Consultant.

"The Financial Limit" means the amount specified in Section 1 and which represents the maximum amount payable by TMA under this Contract.

"Fees" means the fees payable for the Services as set out in Section 5.

"The Services" means the services to be provided by the Consultant as set out in Section 3.

"The Consultant" means the natural person(s), partnership(s), or company (ies) whose bid to perform this contract has been accepted by TMA and is named as such in this contract and includes the legal successors or permitted assigns of the Consultant.

"The Consultant's Personnel" means any person instructed by the Consultant pursuant to this Contract to undertake any of the Consultant's obligations under this Contract, including the Consultant's employees, agents, and sub-contractors.

"Subcontractor" means any natural person(s), partnership(s), or company (ies), including its legal successors or permitted assigns, to whom any part of the services to be provided is subcontracted by the Consultant.

2. Interpretation

In the event of any inconsistency between the Form of Contract (Section 1), these General Conditions (Section 2) and the Special Conditions (Section 4), the Special Conditions shall prevail.

3. Project management

TMA designates the TMA Project Manager as being responsible for the coordination of activities under this Contract, for the acceptance and approval on behalf of TMA of the reports and of other deliverables produced by the Consultant, and for receiving and approving invoices for payment.

4. Obligations

- a. TMA and the Consultant each warrant that it has all the requisite corporate power and authority to enter this Contract and is fully capable of performing its obligations under this Contract on the terms provided for in this Contract.
- b. The Consultant shall perform the Services and all other obligations under this Contract with all necessary skill, diligence, efficiency, and economy to satisfy generally accepted professional standards expected from experts.
- c. The Services shall be provided at the location set out in Section 3. Notwithstanding this, the Consultant may be required to travel to other locations from time to time in carrying out the Services.

5. Indemnification

At its own expense, the Consultant shall indemnify, protect, and defend, TMA, its agents and employees, from and against all actions, claims, losses or damage arising from any act or omission by the Consultant in the performance of the services, including any violation of any legal provisions, or rights of third parties, in respect of patents, trademarks and other forms of intellectual property such as copyrights. Should the act or omission originate from TMA, then TMA will indemnify the consultant.

The Consultant hereby indemnifies TMA, its agents, and employees against any legal cost, including attorney/own client costs incurred by TMA in defending any complaints, disputes or claims lodged by any party as a result of the actions or omissions of the Consultant.

6. Consultant's Personnel

- a. The Consultant acknowledges that it and the Consultant's Personnel have no authority to create or incur any liability or obligation on behalf of TMA, including but not limited to any liability or obligation to expend or incur capital expenditure and not to recruit, employ or dismiss any member of staff employed by TMA.
- b. The Consultant shall not at any time, either personally or by an agent, directly or indirectly represent itself as being in any way connected with or interested in TMA save as being engaged to perform the Services.
- c. Save for the Services agreed and set out at Section 3, TMA is under no obligation to offer work to the Consultant and the Consultant is under no obligation to accept any work, which may be offered by TMA.
- d. No changes or substitutions may be made to members of the Consultant's Personnel identified in Section 4, if any, of this Contract without TMA's prior written consent.
- e. If TMA considers any member of the Consultant's Personnel unsuitable, the Consultant shall substitute such member as quickly as reasonably possible without direct or indirect charge to TMA with a replacement acceptable to TMA.
- f. The Consultant is responsible for all acts and omissions of the Consultant's Personnel and for the health, safety and security of such persons and their property.
- g. TMA is dedicated to gender equality and ensuring equitable and sustainable human development.

7. Fees

- a. Subject as follows, payments shall be due to the Consultant in accordance with the Fee payment schedule set out in Section 5. In the case of Fees that are payable upon the completion of milestones as may be set out in Section 4, such fees shall not become due and payable until the completion, to TMA's satisfaction, of the relevant milestone event or the delivery of the deliverables to TMA's satisfaction required for the achievement of the relevant milestone satisfactorily.
- b. Payment of the Fees shall be subject to TMA being satisfied that the Consultant is or has been carrying out its duties, obligations, and responsibilities under this Contract.
- c. If for any reason TMA is dissatisfied with performance of this Contract, an appropriate sum may be withheld from payments that would otherwise be due under this Contract. In such event TMA shall identify the particular Services with which it is dissatisfied together with the reasons for such dissatisfaction, and payment of the amount outstanding will be made upon remedy of any unsatisfactory work or resolution of outstanding queries.
- d. Fees charged and expenses incurred shall not, in aggregate, exceed the Financial Limit without the prior written consent of TMA.
- e. No payments shall be made in respect of days not worked due to sickness or holiday or otherwise.

f. Only the fee rates listed in Section 5 of this Contract will apply to any Services performed by the Consultant under this Contract.

8. Expenses

The Consultant shall be entitled to be reimbursed only for those expenses which have been approved and are set out in Section 5.

9. Invoicing Instructions

- a. Invoices should particularise the contract to which they relate and should be sent to the address referenced in Section 5.
- b. All invoices should contain details of the Services provided, milestones achieved, and deliverables provided to which the invoice relates. Where expenses are payable, invoices should be accompanied by proof of the expense. Any invoice not presented in accordance with the above may be rejected and in any event shall be liable to query and delay in payment.
- c. TMA may request proof of payment in respect of any item and shall be entitled to refuse to meet a claim if this cannot be provided.
- d. TMA reserves the right to audit, or to nominate a reputable accounting firm to audit the Consultant's records relating to amounts claimed under this Contract during its term and any extension, and for a period of three months thereafter.
- e. TMA reserves the right not to pay any amount due in respect of an invoice received by TMA more than 60 days after the day of the Consultant becoming entitled to invoice for the payment to which it relates.
- f. TMA will deduct all applicable taxes from the consultant's invoiced amounts as per Government of **Ghana** regulations. Consultants from countries with double tax agreements will be provided with withholding tax certificates. It is the consultant's responsibility to establish their tax status in the country where the Services will be delivered.

10. Payments

Subject to TMA being satisfied that the Consultant is or has been carrying out their duties, obligations, and responsibilities under this Contract, sums duly approved shall be paid within 30 days of receipt of a valid invoice.

11. Nature of relationship

TMA and the Consultant agree and intend that this relationship is one of undertaking independent services and specifically is not a relationship of employer or employee agency, joint venture, or partnership.

Nothing contained herein shall be construed as establishing a relation of master and servant or of principal and agent between TMA and the Consultant and the Consultant will be solely responsible for the tax status, tax, and any statutory contributions payable of and for the

Consultant's Personnel and for all or any of its or the Consultant's Personnel's taxes payable in respect of Fees and reimbursements received in connection with this Contract.

12. Performance Standards

The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity.

13. Termination and Suspension

TMA or the Consultant may terminate the Contract by giving not less than 30 days written notice. In such cases, TMA shall be liable to make payments only for work completed and delivered, of acceptable standard. Specifically, TMA reserves the right to terminate this Contract if the Consultant fails to perform any of its obligations or to comply with the conditions and requirements set out in this Contract.

Without prejudice to the above paragraph, TMA reserves the right to withdraw or suspend payments to the Consultant immediately under the following circumstances:

- i. The Consultant has engaged in illegal, corrupt, fraudulent, coercive, collusive or conflict of interest practices in connection with the Contract, without the Consultant having taken timely and satisfactory action to the satisfaction of TMA to address such practices when they occur.
- ii. The Consultant fails to comply with its obligations in the fields of environmental, social, or labour regulations, including sexual harassment and any form of abuse, including but not limited to failure by a supplier to take preventative measures, investigate allegations or to take corrective action against sexual exploitation or abuse incidences.
- iii. The Consultant fails to comply with its obligations under Anti-Terrorism and Organised Crime requirements of TMA.
- iv. A representation or statement made by the Consultant in or pursuant to the Contract intended to be relied upon by TMA in making the Contract, which was incorrect in any material aspect.

A full accounting of all payments made under this contract will be required prior to the conclusion of the notice period, in addition to full reimbursement of any unspent advance payments to the Consultant.

For any of the above, any unspent or inconsistently spent payments must be returned to TMA within 30 days of the termination notice.

14. Confidentiality

- a. The Consultant shall not, during the term of this Contract and within two years after its expiration or termination, disclose any proprietary or confidential information relating to the Services, this Contract or TMA's business or operations without the prior written consent of TMA.
- b. Notwithstanding the above, the consultant may furnish to its subcontractor such documents, data, and other information it receives from TMA to the extent required for the subcontractor to perform its work under the contract, in which event the consultant shall obtain an undertaking of confidentiality similar to that imposed on the consultant under this contract.

15. Ownership of Material

- a. Any studies, reports, or other material, graphic, software or otherwise, prepared by the Consultant for TMA under the Contract shall belong to and remain the property of TMA.
- b. Where intellectual property rights in all material produced by the Consultant or the Consultant's Personnel pursuant to the performance of the Services ("the Material") are the property of the Consultant, the Consultant hereby grants to TMA a worldwide, nonexclusive, irrevocable, royalty free licence to use all the Material.
- c. "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.

16. Bribery, Conflict of Interest, Corruption and Fraud

The Consultant shall not, and shall ensure that any person affiliated with the Consultant shall not:

- i. Participate in the selection, award or administration of a contract, grant or other benefit or transaction funded by the Contract, in which the person, members of the person's immediate family or his or her business partners, or organisations controlled by or substantially involving such person, has or have any financial interest.
- ii. Participate in transactions involving organisations or entities with which or whom that person is negotiating or has any arrangement concerning prospective employment.
- iii. Offer, give, solicit, or receive, directly or indirectly, gratuities, favours, gifts or anything else of value to influence the action of any person involved in the procurement process or contract execution.
- iv. Misrepresent or omit facts to influence the procurement process or execution of the contract.
- v. Engage in a scheme or arrangement between two or more bidders, with or without the knowledge of the Consultant designed to establish bid prices at artificial, non-competitive levels; or
- vi. Participate in any other practice that is or could be construed as an illegal, corrupt or a conflict of interest in the country of operation.

Disclosure: If the Consultant has knowledge or becomes aware of any:

- i. Actual, apparent or potential conflict between financial interests of any person affiliated with the Contract and/or TMA; or
- ii. Any of the practices listed under (i) to (vi) above,

the Consultant shall immediately disclose the same directly to Procurement Director, TMA.

TMA reserves the right to terminate this Contract if the Consultant or any person affiliated with the Consultant fails to perform any of its obligations or to comply with the conditions and requirements listed under (i) to (vi) above.

Further details can be found in the Code of Ethics under Clause 4 (Fraud and Corruption) and to report such activities, the Consultant will follow the steps provided in Clause 8 of the same document.

17. Anti-terrorism and Organised Crime

The Contract funds shall not be used to finance terrorism and other criminal activities. The Consultant shall take all appropriate measures to ensure that the Contract payments are not used for unintended purposes including but not limited to money laundering and exploitation by terrorist organisations and/or their support networks.

The Consultant shall verify to the maximum extent reasonably possible that any parties associated with the Contract shall substantially protect TMA's resources from diversion to unintended purposes including but not limited to exploitation by terrorist organisations and/or their support networks.

TMA reserves the right to terminate this Contract if the Consultant or any person affiliated with the Consultant fails to perform any of its obligations or to comply with the conditions and requirements listed under this clause.

18. Safeguarding

The Consultant shall ensure that the Contract is implemented with strict adherence to TMA's Supplier Environmental and Social Standards document that includes adherence to policies against bullying, sexual exploitation, harassment, and abuse. The Consultant shall ensure that all steps are taken to mitigate against any identified environmental, social, and safeguarding risks that may arise because of the Contract.

TMA reserves the right to terminate this Contract if the Consultant or any person affiliated with the Consultant fails to perform any of its obligations or to comply with the conditions and requirements contained in the Supplier Environmental and Social Standards document.

19. Code of Ethics

The Consultant shall comply with TMA's Code of Ethics which forms part of this Agreement as amended from time to time, which must be signed off and adopted prior to TMA making payments on the Contract.

The Consultant shall always act loyally and impartially and as a faithful advisor to TMA in accordance with the rules and/or codes of conducts governing its profession.

The Consultant shall refrain from making any public statements concerning the services without prior written approval of TMA, and from engaging in any activity which conflicts with its obligations towards TMA under this contract.

The Consultant shall not commit TMA in any way whatsoever without TMA's prior written consent, and shall, where appropriate, extend this obligation to third parties.

TMA reserves the right to terminate this Contract if the Consultant or any person affiliated with the Consultant fails to perform any of its obligations or to comply with the conditions and requirements contained in the Code of Ethics.

20. Subcontracting

The consultant shall request approval in writing from TMA for all subcontracts awarded under this contract that are not included in the contract. Subcontracting shall in no event relieve the consultant of any of its obligations, duties, responsibilities, or liability under this contract.

21. Law Governing Contract and Language

The Contract shall be governed by the laws of **Ghana** but in the event of a conflict between Ghana laws and any other Law, then the laws of **Ghana** prevail. The language of the Contract shall be English.

22. Dispute Resolution

TMA and the Consultant agree to seek to resolve any dispute, controversy or claim arising out of or relating to this Contract or the breach, termination, or invalidity thereof, by amicable settlement. Where it is not possible to reach an amicable settlement, any dispute, controversy, or claim arising out of or relating to this Contract or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the Arbitration Act of 1995 or any statutory modifications or re-enactment thereof for the time being in force.

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

23. Liability

Except where there has been misconduct, gross negligence, dishonesty, or fraud on behalf of the Consultant or the Consultant's Personnel, the Consultant's aggregate liability arising out of or in connection with this Contract shall be limited to the amount of the Financial Limit.

The Consultant shall not be liable for any failure to perform or delay in performance of any of its obligations arising out of or in connection with this Contract where such failure or delay is caused by TMA or any of TMA's agents, employees, or contractors.

24. Force Majeure

- a. The failure of the Consultant to fulfil any of its obligations under the Contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an act, event, omission or accident beyond its reasonable control ("Force Majeure Event"), provided that the Consultant (i) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (ii) has informed TMA as soon as possible about the occurrence of such an event and in any event not later than 14 days after the occurrence of such event.
- b. Any period within which the Consultant shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which the Consultant was unable to perform such action because of the Force Majeure Event.
- c. During the period of their inability to perform the Services because of a Force Majeure Event, the Consultant shall be reimbursed for additional costs reasonably and necessarily incurred by it during such period for the purposes of the Services and in reactivating the Services after the end of such period.

Force Majeure shall not include:

Any event which is caused by the negligence or intentional action of the consultant, or such consultant's subcontractors or agents or employees; nor Any event which a diligent party could reasonably have been expected to both: Take into account from the effective date of the contract; and avoid or overcome in the carrying out of its obligations.

25. Joint venture, consortium, or association

Unless otherwise specified in this contract, if the Consultant is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to TMA for the fulfilment of the provisions of this contract.

The composition or constitution of the joint venture, consortium or association shall not be altered without the prior written consent of TMA. Any alteration of the composition of the joint venture, consortium, or association without prior written consent of TMA shall be considered to be a breach of contract.

26. Travel

All authorized air travel must be economy class through the most direct and economical route.

CONTRACT FOR CONSULTANCY SERVICES

Section 3 – The Services

TERMS OF REFERENCE

[Insert]

CONTRACT FOR CONSULTANCY SERVICES

Section 4 – Special Conditions and Consultant’s Key Personnel

1. Special conditions

The proposal-both technical and financial-submitted for these tender forms an integral part of this contract.

2. Key Personnel

The following of the Consultant's Personnel cannot be substituted by the Consultant without TMA's prior written consent:

[Insert]

CONTRACT FOR CONSULTANCY SERVICES

Section 5 – Fees

1. Payment Schedule

Deliverable	%tage of Deliverable to be Paid (USD)	Total Contract Amount (USD)
TOTAL		

2. Invoicing instructions

After approval by the recipient, invoices should be sent to invoices@trademarkafrica.com. Invoices should clearly list the Contract Number (POxxxx) and the details of the Consultant's bank account to which TMA shall transfer payments.

ANNEX 7: EMAIL SUBMISSION GUIDELINES

Guidelines for Bidders for Bid Submissions via Email

1.1 Bidder Guidance for Emailed Submissions

- a) TradeMark Africa (TMA) will automatically send an email acknowledgment for all applications, bids, proposals and/or submissions received via the email addresses stipulated/specified in the bidding document. If a bidder does not receive an email acknowledgement **IMMEDIATELY** after submitting their applications, bids, proposals and/or submissions, via the email address stipulated in the bidding document, **IMMEDIATELY** contact TMA's Procurement unit using the mobile phone number, **+254 731 884 428**, to confirm whether the applications, bids, proposals and/or submissions were received.
- b) Bidders must not ignore any bounce back email received regarding rejection of an emailed application, bid, proposal and/or submission. If such an email is received, contact TMA's Procurement unit **IMMEDIATELY**.

1.2 Possible Reasons for Emailed Submission Rejection

- a) The email submission exceeded the maximum size of 5 MB.
- b) The subject line matched a known phishing subject line.
- c) The email contained a known phishing Uniform Resource Locator (URL), or the email originated from a server associated with phishing.
- d) The outbound mail server was present on a subscribed blacklist; or
- e) The email contained a virus or malware.

1.3 Remedial Action for Rejected Email Submission Prior to Tender Closing Date & Time

Prior to the tender closing date and time, if a bidder's submission is rejected, the following remedial action should be explored prior to re-submission.

- a) If the collective size of the emailed attachments **exceeds 5 MB**, the bidders should resubmit through multiple emails or may use other modes such **WeTransfer, Dropbox, or Google drive**. The bidder shall be required to clearly identify how many emails constitute the full submission. e.g., email **1 of XX**.
- b) If the emailed submission included zipped or executable files, unzip or remove the executable files then resubmit through one or more emails (refer to point 1.3a) above if the files collectively exceed 5 MB).
- c) If the email submission is rejected because of a blacklisted domain, the bidder is required to resend the submission from a different email account from a different domain that is not blacklisted, e.g., Gmail. Please note, this should be done before the stipulated tender submission deadline; and
- d) If the email submission is rejected because of a virus/malware in the email or any of the email attachments, ensure that the virus/malware is removed/cleaned prior to resubmission.

TMA's Procurement unit shall only consider and review cases of undelivered applications, bids, proposals and/or submissions, when it is brought to our attention by the affected bidder/s prior to the tender submission deadline.

Automatic Email Acknowledgement sent from the Procurement and Framework Mailboxes

Dear Sir/Madam,

This is to acknowledge receipt of your email to TradeMark Africa's Procurement mailbox.

Your email will be reviewed, and a response will be provided at the earliest opportunity. We encourage you to visit our website www.trademarka.com/procurement-faqs/ for our procurement guidelines and answers to FAQs.

If you have submitted a bid for an open procurement process, it may take several weeks before you receive any further communication from us.

*The maximum size of each email with attachments should not exceed **5 MB**.*

*Please get in touch with us via the mobile number, **+254 731 884 428**, in case you do not receive an automatic acknowledgement email immediately after submission of your bid.*

For and on behalf of:

Joe Namwaya

Head of Procurement

TradeMark Africa

Fidelity Insurance Centre, 2nd Floor, Off Waiyaki Way, Westlands

P.O. Box 313, 00606 Nairobi, Kenya

Email: procurement@trademarkafrica.com

www.trademarkafrica.com