REQUEST FOR PROPOSALS (RFP) - SELECTION OF CONSULTANTS

TENDER TITLE: CONSULTANCY SERVICES FOR SOFTWARE DEVELOPMENTOF DIGITAL SOLUTIONS IN FISH VALUE CHAIN

TENDER NUMBER: PRQ20250368

ISSUE DATE: 2ND OCTOBER 2025

DUE DATE: 23RD OCTOBER 2025 AT 4:00 PM KENYA TIME

TENDER INSTRUCTIONS

CONTENTS

Introduction

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

A Pre-submission meeting will not be applicable for this process.

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 authorised translator.

6. Only One Proposal per Lot

The Consultant (including the individual members of any joint venture (JV)) shall submit only one proposal per Lot, 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 endeavour 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 initialled 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 endeavour 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 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**); and
- 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 **Kenya** 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 **Kenya**
- 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 for each assignment will be based on a scoring system outlined below marked out of a maximum score of **70 marks**. Only proposals that score a minimum of **70 marks** in this technical evaluation will be deemed to be "substantially responsive". Marks will be awarded according to the following matrix.

The detailed evaluation criteria for the assignment are provided below.

EVALUATION CRITERIA

PART 1: Firm Experience

Criteria **(Only two (2) of most relevant and comparable assignments (digital trade facilitation systems, phytosanitary certification, or similar regulatory platforms) will be considered for assessment. Each assignment must have been external (for a different entity). Supporting documents must be provided and must be stamped and signed by the beneficiary entity).**	**Assignment 1 Max Score**	**Assignment 2 Max Score**
1. The assignment was implemented within the last 7 years.	1	1
2. The solution was developed using open-source web-based technologies and supports latest technologies and frameworks.	1	1
3. The solution development adopted micro-services architecture	1	1
4. Assignment was implemented using an appropriate System Development approach/methodology.	1	1
5. The assignment implemented supports multiple integrations with internal and external systems.	1	1
6. Assignment was implemented with embedded security measures.	1	1
7. Assignment had a clear system maintenance plan post deployment.	1	1

8. Assignment had at least 2 years warranty period post deployment.	1	1
9. Assignment included system training plan (for novice and advanced users).	1	1
10. A certified copy of Certificate of completion or equivalent (with contact details, stamped and signed) had been provided as supporting document.	1	1
Section A Sub-Total (Max Score: 20)	**10**	**10**

PART 1: Section B. Team Experience.

	Evaluation Criteria	**Maximum Marks**
1	**Project Manager: Project Management & Leadership**	**5 Marks**
	Relevant Project Management Certification (PMP or PRINCE2).	1
	Years of relevant experience (7+ years).	2
	Proven experience managing large-scale, distributed projects in the last 7 years (supported by a reference/summary).	2
2	**System Architect/ Lead Developer: Technical Architecture Expertise**	**5 Marks**
	Relevant Architecture/Cloud/Kubernetes Certification (e.g., CKAD, Cloud Architect).	1
	Deep, verifiable experience in Microservices Architecture, event-driven design, and secure application development.	2
	Mandatory expertise in Docker, Kubernetes, and CI/CD integration.	2
3	**DevOps / Cloud Engineer: CI/CD and Cloud Automation**	**4 Marks**
	Relevant DevOps/Cloud Certification (e.g., AWS/Azure DevOps, DASA).	1
	Proven expertise in Infrastructure as Code (IaC - Terraform/Ansible) and setting up cloud environments.	2
	Experience in implementing monitoring, logging, and high-availability solutions (e.g., Prometheus/Grafana).	1
4	**Cybersecurity / QA Engineer: Quality Assurance and Security**	**2.0 Marks**
	Security Certification (CompTIA Security+ or CSSLP) and experience in vulnerability assessment (Pen-Testing).	1
	Experience integrating security testing (SAST/DAST) and automated testing/compliance into the pipeline.	1
5	**Business Analyst (BA) / Product Owner: Domain and Requirements Expertise**	**2.0 Marks**
	Relevant Certification (CBAP/CSPO) and experience in Digital Exchange/Trade Facilitation systems.	1
	Experience in business process mapping and converting regulatory requirements (e.g., SPS) into clear user stories.	1
6	**Backend Developers (Min 2): Microservices Development Proficiency**	**4.0 Marks**
	Proven experience developing Microservices and robust APIs in the specified languages (Java/Python/Node.js).	2
	Proficiency with both SQL (PostgreSQL/MySQL) and NoSQL databases.	2
7	**Frontend Developers (Min 2): Client-Side Expertise**	**4.0 Marks**

	Demonstrated expertise in modern JavaScript frameworks (React/Angular/Vue.js) and responsive web design.	2
	Proven experience in Native or Cross-Platform Mobile development (Android/iOS) with secure data handling.	2
8	**Mobile Developer: Mobile Expertise**	**2.0 Marks**
	Expertise in developing secure, performant mobile applications for both Android and iOS. Proficiency in native (Swift/Kotlin) or modern cross-platform frameworks (Flutter/React Native).	1
	Experience implementing offline data synchronization and secure local storage.	1
9	**System UI/UX Designer**	**2.0 Marks**
	Proven experience in modern web and mobile-first application design.	1
	Expert user of prototyping tools (Figma, Adobe XD, Penpot, or Balsamiq).	1
TOTAL	**Total Maximum Technical Marks**	**30**

To proceed to PART 2 a bidder must score at least score 70% in PART 1;

PART 2: Technical Proposal Methodology

Criteria Category	**Evaluation Statements (Look For)**	**Weight (Max. Marks)**
I. Overall Approach & Clarity	1. Clarity and Structure (3 Marks): The methodology is logically structured, easy to follow, and clearly broken down into distinct, sequential project phases (e.g., Discovery, Design, Development, Testing, Deployment). The language is professional and free of excessive, unnecessary jargon. 2. Project Alignment (2 Marks): The proposed approach directly addresses and references the specific technical requirements and project scope outlined in the RFP, demonstrating a clear understanding of the project's unique goals.	5
II. Project Execution & Deliverables	3. Appropriateness of Methodology (3 Marks): The selected project management framework (e.g., Agile, Waterfall, Hybrid) is clearly defined and justified as the most effective method for this specific project. 4. Work Breakdown & Milestones (3 Marks): There is a detailed work breakdown structure, clearly identifying key tasks, resource allocation for each phase, and tangible, measurable deliverables linked to specific milestones.	6
III. Quality Assurance (QA) & Testing	5. Integrated Quality Plan (3 Marks): The methodology details a comprehensive plan for quality assurance that is embedded throughout the project lifecycle, including clear quality standards, code review processes, and formal stage-gate reviews. 6. Testing Strategy & Rigor (2 Marks): The proposal outlines a robust testing strategy, defining the types of testing (e.g., Unit, Integration, UAT, Performance) to be conducted, the tools to be used, and the criteria for final system acceptance.	5

IV. Risk Management & Change Control	7. Proactive Risk Mitigation (2 Marks): The proposal identifies the key technical, schedule, and resource risks inherent in the project and provides specific, credible, and proactive mitigation strategies for each. 8. Change Control Process (2 Marks): A formal, documented process is defined for managing changes to the scope or requirements, including steps for change request submission, impact assessment, approval, and timeline/cost adjustment.	4
TOTAL SCORE	**Sum of all criteria scores.**	**20**

To proceed to PART 3 a bidder must score at least score 70% in PART 2;

PART 3: DEMO

A demonstration of an application developed by the firm shall be conducted by participating bidders at a date which shall be communicated.

The bidder will be required to conduct a 45-minute Demo based on: A. One of the two listed relevant and comparable assignments (in this case the bidder will be required to align the demonstration to the assignment citing examples of how the) **OR** B. Present a prototype/mock-up of the assignment (in this case the bidder is required to demonstrate a proposal of how the Digital Solutions shall be developed and function as understood by the bidder).	
Criteria (the following will be assessed during the demo)	**Max Score**
1. Understanding of assignment requirements - Able to link the demo to the requirements	4
2. User Experience	
a. User Interface (Look)	2
b. Help Users execute the most important tasks easily (Feel)	2
3. Technology Used	
a. Web based	2
b. Open source	2
c. Mobile compatibility	2
d. Recent technology	2
e. Scalability	2
4. The system has security measures embedded in the solution	2
Grand Total	**20**

To proceed to Financials a bidder must score at least scores 70% in total in PART 1 + PART 2 + PART 3;

RESPONDING FORMAT

The response to the RFP **MUST** be presented in the following format. The maximum number of pages MUST be adhered to. **Any bid that doesn't follow this format may be deemed non-compliant.**

Proposal Section	
Table of Content (with active links to respective pages)	
Executive Summary	
Introduction	
Part 1	Section A. Firm Experience
	Section B. Team Experience
Part 2	Technical proposal This will address the following: • Assignment Plan • System Design • Software Development • Software Testing • Training • System Hosting Specifications • Deployment • System Documentation • Support and Maintenance
Annexes	Annex 1: Copies of required education and professional certificates
	Annex 2: Certificate/Evidence of Completion of assignments
Max. no of pages 100.	

Notes: Font type: Calibri (Body) Font size: 12 Paragraph Spacing: Before - 6pts, After - 6pts, Line Spacing - Single

PART 1: Section A. Firm Experience.

The bidder is required to present their Firm experience **strictly** using the format below for each assignment:

Assignment 1

Project Aspect	Details
Project/assignment description:	
Organization/Client:	
Description of the Beneficiaries:	
Project/assignment value in USD:	
Absolute project period/assignment start and end dates:	
Technologies (for both hardware and software) used:	
Project Management approach/framework used during implementation:	
Software development approach:	
System Deployment approach/strategy (ies) used:	
Training approach/strategy (ies) and tools used:	
Warranty, Maintenance and Support provided:	
Security measures integrated in the project at design, development, deployment, and maintenance:	
Team composition and skill sets used in the assignment:	
A certified (for independent verification) copy of Certificate of Completion or equivalent (With Assignment value information included).	**Attach to the Bid Document and reference as Annex 1**

PART 1: Section B. Team Experience.

The bidder is required to present their Team's experience **strictly** using the format below for each expert as listed in the ToR:

Role	
Name:	
Date of Birth:	

University First Degree:	**[Awarded Degree, Awarding Institution]**
Month & Year of Graduation:	
Post Graduate Qualification(s):	
Month & Year of Graduation:	
Certification(s):	
Issuing Body:	
Certificate Reference/Number:	
Date of Certification:	**[Attach a valid copy of the certificate in the Annexes]**
Technical Skills competent in:	
Work Experience (List all previous roles held with the detail as provided below for each role):	**[Start Date - End Date, Institution, Role/Position, Brief Role Description, List of projects involved in and role played in those projects]**

Bidders who achieve the minimum technical score of **70 Marks** (out of the possible 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** from the **technical submission evaluation** and satisfied the Compliance 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 x T% + SF x 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 **23rd October 2025 at (4:00pm Kenyan Time)**.
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

CONSULTANCY SERVICES FOR SOFTWARE DEVELOPMENTOF DIGITAL SOLUTIONS IN FISH VALUE CHAIN

A. BACKGROUND INFORMATION

TradeMark Africa (TMA), formerly TradeMark East Africa, is a leading African Aid-for-Trade organization that was established in 2010, with the aim to grow intra-African trade and increase Africa's share in global trade, while helping make trade more pro-poor and more environmentally sustainable. TMA operates on a not-for-profit basis and is funded by: The Bill 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 inter-governmental organizations, national Governments, the private sector, and civil society.

To promote intra-African trade and increase Africa's global trade share, the Trade Management and Assistance (TMA) organization focuses on several key areas. One of the key focuses is on Digital Trade interventions, which aim to harness technology to enable, transform, and catalyze trade services. The approach revolves around three core principles: availability, accessibility, and usability of digital services. Within the Digital Trade interventions, there are four main thematic areas: Digital Economies (DEs), Digital Trade Policies (DTPs), Digital Trade Corridors (DTCs), and Digital Information for Trade and Investment (DI4TI). The implementation of digital programs and projects is carried out by Technical Experts in the Digital Trade Team, who are responsible for fostering inclusive and sustainable trade through digital technologies.

1.1 About the Program

The AfCFTA Secretariat, Mastercard Foundation, and TradeMark Africa have partnered on a five-year program, set to run from 2024 to 2028, with the goal of empowering women and youth in the fisheries sector across selected African countries which are Kenya, Uganda, Tanzania (including Zanzibar), the Democratic Republic of Congo (DRC), Zambia, Nigeria and select island states. This initiative aims to create 242,000 jobs while addressing the unequal distribution of economic benefits within the rapidly growing fisheries market, where young men and women are often left out of higher-value opportunities. By tackling these disparities, the program strives to ensure greater inclusion and economic empowerment for women and youth in the sector.

The program is strategically designed to tackle the barriers that women and youth face in the fisheries sector. Adopting a market system development approach, the program seeks to unlock the potential of fish products, particularly value-added processed fish, to boost regional trade. As such, the program envisions a competitive and vibrant fish value chain that enhances collaboration between value chain actors (particularly producers, traders, processors and exporters), improves access to enabling services such as market information, competitive inputs, tailor-made finance etc., while solving legal, regulatory and business environment concerns that will unlock the potential for local and regional fish trade.

B. ASSIGNMENT BACKGROUND

The digital aspect of this program focuses on integrating digital solutions into the fish value chain to enhance efficiency, traceability, and market access. By leveraging tools such as mobile applications, e-marketplace platforms, digital payment systems, and devices for real-time monitoring, the program aims to streamline processes for fish traders, especially women and youth, while enabling government agencies to better manage regulatory compliance and data collection. This digital transformation will address existing challenges such as fragmented market information, manual processing, and limited access to real-time data, driving increased productivity, transparency, and economic opportunities within the sector. Some digital platforms TMA is adopting for the fisheries programme include:

i. The iSOKO Platform

iSOKO is a multi-country digital trade platform spearheaded by TradeMark Africa (TMA), with support from partners including Global Affairs Canada and Mastercard Foundation and hosted through national business membership organizations such as chambers of commerce. The platform was conceived as a flagship digital inclusion initiative to address long-standing barriers faced by women, youth, and small and medium-sized enterprises (SMEs) engaged in cross-border trade across Eastern and Southern Africa. These barriers include limited access to trade information, financial services, digital literacy, and market linkages, which often result in exclusion from formal trade opportunities and benefits under regional frameworks like the African Continental Free Trade Area (AfCFTA).

iSOKO is available in Kenya, Uganda, Tanzania, Rwanda, Burundi with recent scaling into Zambia and DRC. With a userbase of 95,000 users, iSOKO provides trade information, market access, business management and networking capabilities for traders and small-scale businesses.

ii. Programme participants Database (PropaData) Platform

PropaData (Programme Participants Database) is a digital stakeholder registry and analytics platform designed to capture, organize, and manage data on actors within the fish value chain, particularly women and youth traders, associations, and cooperatives engaged in cross-border and local trade. It was developed to replace fragmented, spreadsheet-based reporting with a centralized, traceable, and quality-assured system that ensures accurate profiling of traders, tracks participation and outcomes across interventions, and enables longitudinal measurement of whether programmes genuinely improve livelihoods and business performance.

By addressing persistent challenges such as data duplication, inconsistency, and loss, PropaData strengthens Monitoring & Evaluation (M&E), safeguards institutional memory, and provides governments, associations, and development partners with real-time dashboards and insights for policy formulation, programme design, and accountability. Beyond being a database, PropaData is a decision-support and impact-measurement tool that integrates with broader digital ecosystems such as iSOKO and e-certification platforms, making it a cornerstone for evidence-based, inclusive, and sustainable trade facilitation. To achieve this, the project has customized an open-source platform (DHIS2) and it will store demographic, trade volume, financial access, and digital readiness data of fish traders, enabling better policy decisions, financial linkages, and impact measurement.

iii. SPS Inspection and Certification System

The proposed platform is a **digital inspection and certification system** designed to transform how Kenya Fisheries Service conducts compliance oversight under the Fisheries Management and Development (Safety and Quality) Regulations, 2024. It is meant to serve **Fish Inspectors, fisheries and aquaculture enterprises, and regulatory authorities**, providing a unified platform for conducting approval, routine, spot check, verification, and national inspections. By digitizing the issuance of key documents such as Certificates of Compliance, Health Certificates, and Live Fish Certificates, the system will replace manual paper-based workflows with real-time digital processes. It is expected to reduce operational costs, improve turnaround times, minimize data loss, and strengthen transparency in inspection decisions.

The system must achieve **end-to-end digitization of inspection and certification processes**, including mobile-based data capture, automated reporting, and secure digital certificate generation. It will enable enhanced **traceability and analytics,** supporting a transition from routine inspections to **risk-based inspections** informed by data trends. By enforcing strict data-sharing protocols, it will also reduce fraud and enhance accountability across the fisheries sector. Ultimately, the platform will not only streamline domestic, import, and export certification processes but also build **stakeholder trust** through transparency, accuracy, and responsiveness, while aligning with Kenya's broader goals of trade facilitation and digital transformation.

C. ASSIGNMENT OBJECTIVES AND SCOPE

The objectives of this assignment are as follows:

Objective 1: Enhance and Develop New Features for the iSOKO Platform

To take charge of the software development life cycle for iSOKO, specifically focusing on implementing enhancements and building additional features based on Market research findings related to the fish value chain and Business process analysis reports. The goal is to optimize the platform's utility for fish value chain actors, particularly women and youth traders, to increase market access, trade information, and business management capabilities.

The scope of this objective will be to make enhancements and add new features to the existing iSOKO platform, which will be built upon six key microservices. Your work will focus on optimizing these services for the fish value chain based on market analysis and business reports.

a. iSOKO Market Place

This is the platform's core e-commerce and transaction hub. It currently handles order processing and basic marketplace analytics, such as transaction volumes and page visits.

Scope of Work: The focus here is on developing specialized features for the fisheries sector. This includes implementing functionality for specialized product listings (e.g., fresh vs. processed fish, cold-chain requirements), advanced bulk order management, and developing a richer analytics module. This module needs to move beyond simple page views to provide actionable insights, such as real-time demand mapping, popular fish species trends, and geographic trade analysis, ensuring seamless integration with the Payments and Logistics services.

b. iSOKO Knowledge Hub

This service provides critical trade information, regulatory guidance, market data, and e-learning resources.

Scope of Work: You will need to curate and integrate dynamic, up-to-date content specific to the fisheries sector. This involves integrating information on SPS standards (Sanitary and Phytosanitary measures), detailed import/export requirements for fish products across target regions, and real-time market pricing. The content is intended to be furnished into the platform by partners, trade associations and authorized parties. The build will therefore provide users with the ability to upload content for specified audiences. A key enhancement will be to build out interactive e-learning modules with certification and the ability to deliver personalized content based on the user's role (e.g., trader, processor) or location.

c. iSOKO Communities

This module is designed to foster networking and collaboration among users, including Associations, Business Membership Organizations (BMOs), and participants in regional projects. It includes a Forum and Events component.

Scope of Work: The focus is on building advanced community management tools. This includes developing functionality for creating and managing private groups for specific value chain actors (like women processors or youth exporters), implementing robust forum features (threaded discussions, moderation), and creating a comprehensive event and activities management system for regional trade shows or training sessions (registration, notifications, feedback capture).

d. iSOKO Payments

This service manages all financial transactions through Payment Gateways and handles the generation of Digital invoicing & receipts. This will include equipping the platform with a digital wallet.

Scope of Work: You will be tasked with integrating additional, secure payment gateways that are widely adopted for both local and cross-border trade in the operating countries. Development will include enhancing digital invoicing features to support automated tax calculations and ensuring tight integration with the iSOKO Business Management (Bookkeeping) module for real-time reconciliation. A critical requirement is maintaining security and traceability, linking financial data to the PropaData platform for impact measurement.

e. iSOKO Logistics

This microservice facilitates logistics order and tracking for goods traded on the platform.

Scope of Work: Given the perishable nature of fish products, a significant focus will be on developing features for cold chain management, potentially integrating with real-time temperature monitoring devices. You will need to integrate the service with various Third-Party Logistics (3PL) providers and build a detailed, end-to-end tracking system that is customized to handle the specific customs and documentation requirements for regional fish trade. This functionality will include capabilities for small-scale delivery providers to receive delivery orders from traders on the platform.

f. iSOKO Business Management

The purpose of this service is to provide users with tools for Bookkeeping and Business Analytics.

Scope of Work: To enhance the bookkeeping module to offer a full suite of user-friendly accounting tools tailored for small-scale traders (SMEs). This includes developing integrated inventory management functionality relevant to fish stock. Furthermore, you will enhance the business analytics and reporting tools, leveraging data pulled from all other iSOKO microservices (Market Place, Payments) to provide users with clear, simple reports on their profitability, cash flow, and overall business performance.

Summary of Mandate: The overarching goal is to maintain and enhance these distinct microservices while architecting and developing new, scalable features that are data-driven and directly solve the operational and trade barriers faced by women and youth in the African fish value chain.

Objective 2: Maintain and Optimize the Programme Participants Database (PropaData)

To provide ongoing maintenance, support, and necessary development to the PropaData platform (customized DHIS2 instance) to ensure its continued functionality as a centralized, traceable, and quality-assured digital stakeholder registry and analytics tool. This includes ensuring the platform effectively:

i. Captures, organizes, and manages data on fish value chain actors (women, youth traders, associations, cooperatives).
ii. Integrates with broader digital ecosystems, such as iSOKO and the e-certification platforms.
iii. Provides real-time dashboards and insights for Monitoring & Evaluation (M&E), policy formulation, and impact measurement.

Objective 3: Build the SPS Inspection and Certification System

To design, develop, and implement a robust, end-to-end digital inspection and certification system for the Kenya Fisheries Service, transforming regulatory compliance oversight as per the Fisheries Management and Development (Safety and Quality) Regulations, 2024. This system must:

i. Digitize all inspection processes (approval, routine, spot check, verification, national inspections).
ii. Facilitate secure, real-time, mobile-based data capture by Fish Inspectors.
iii. Automate reporting and securely generate key documents (Certificates of Compliance, Health Certificates, Live Fish Certificates).
iv. Enable enhanced traceability and analytics to support a transition to risk-based inspections.
v. Enforce data-sharing protocols to reduce fraud, enhance transparency, and strengthen accountability.

C. METHODOLOGY AND APPROACH

The Consultant is expected to propose a detailed methodology that ensures the timely and high-quality delivery of all three core assignments: iSOKO enhancements, PropaData maintenance, and the build-out of the SPS Inspection and Certification System.

The following approach is anticipated and must be detailed in the Consultant's technical proposal:

1. Project Management and Development Approach

The Consultant shall adopt an **Agile or hybrid Agile/Scrum methodology** to ensure flexibility, rapid prototyping, and continuous integration of feedback, particularly from market research and business process analysis reports.

i. **Iterative Development:** Work must be delivered in short, defined sprints (e.g., 2-4 weeks) with clear, demonstrable outputs at the end of each iteration.

ii. **Continuous Integration/Continuous Deployment (CI/CD):** The Consultant is required to implement and maintain a CI/CD pipeline to ensure frequent, high-quality code releases and minimize downtime.
iii. **Version Control:** All code must be managed via a specified version control system (e.g., Git, hosted on a specified repository such as GitHub/GitLab), with clear branch management protocols.

2. Assignment-Specific Phases

The work will be broken down into the following core phases for each platform:

Phase I: Discovery, Analysis, and Design (SPS System & iSOKO Enhancements)

i. Requirements Deep-Dive: Conduct detailed scoping sessions with TMA, Kenya Fisheries Service (for SPS), and end-users to refine functional and non-functional requirements.
ii. Technical Architecture Review: For iSOKO, review the existing architecture for scalability and security. For the SPS system, design a robust, scalable architecture from the ground up, specifying technology stacks (front-end, back-end, database).
iii. User Experience (UX)/User Interface (UI) Design**:** Develop wireframes and mockups for new features (iSOKO) and the entire application (SPS), focusing on mobile-first design and accessibility for traders and inspectors.

Phase II: Development and Integration (All Platforms)

i. Development Sprints: Execute development and coding tasks according to the agreed-upon sprint backlog.
ii. API Development and Integration: Build and document robust APIs for the SPS system. Ensure seamless data integration between iSOKO microservices, PropaData (DHIS2), and the new SPS system as required.
iii. Data Migration (SPS System): Develop a strategy and process for migrating existing paper-based or fragmented data into the new SPS digital platform.

Phase III: Quality Assurance and Testing (All Platforms)

i. Unit and Integration Testing: Conduct rigorous unit testing, integration testing, and performance testing for all developed features and systems.
ii. User Acceptance Testing (UAT): Facilitate structured UAT with a cohort of end-users (inspectors, traders, administrators) to ensure all features meet the defined requirements and are fit for purpose.
iii. Security Audit: Conduct or support a security audit/penetration testing on all deployed digital solutions before final sign-off.
iv.

Phase IV: Deployment, Maintenance, and Documentation (All Platforms)

i. Staging and Production Deployment: Manage the deployment process across development, staging, and production environments.
ii. System Documentation: Provide comprehensive technical documentation, including source code documentation, API specifications, system architecture diagrams, and deployment manuals.

iii. Training and Handover: Provide essential training to TMA staff and relevant stakeholders (Kenya Fisheries Service) on system administration, maintenance, and technical support.
iv. Post-Deployment Support: Provide a defined period of bug fixing and maintenance support following the launch of new features or the SPS system.

3. Technology Stack and Standards

The Consultant's proposal should explicitly state the technologies and coding standards they intend to use, which must be aligned with or justified against TMA's existing digital ecosystem (which includes an existing DHIS2 customization for PropaData).

i. Open Source First: Priority should be given to utilizing stable, industry-standard, and verifiable Open-Source frameworks and tools where feasible.
ii. Security Standards: Adhere to best practices for data privacy and security, compliant with regional data protection regulations.
iii. Data Standardization**:** Use established data interchange formats (e.g., JSON, XML) and follow clear API design principles (e.g., RESTful).

4. Reporting and Governance

The Consultant shall establish a clear reporting structure, including:

i. Weekly Status Meetings: Conduct weekly briefings to review progress, risks, and next steps for the upcoming sprint.
ii. Quarterly Progress Reports: Submit comprehensive quarterly reports detailing activities completed, hours expended, deliverables achieved, and variance against the work plan.
iii. Risk Management: Maintain a live risk register, proactively identifying and mitigating technical and operational risks throughout the assignment.

1. **Critical Success Factors and Important Considerations:**

    i. **This assignment has a maximum and fixed budget of USD 450,000** that covers all costs to ensure 100% delivery of all objectives as detailed in the scope and methodology.
    ii. **The assignment duration is 36 months** (12 months for development, 24 months for support & maintenance) from contract commencement to final delivery.
    iii. The system must be developed using modern microservices architecture.
    iv. The solution must be **cloud-ready** and support deployment on multiple platforms (local, cloud, hybrid).
    v. **Integration capabilities** are mandatory for ePhyto Hub, National Single Window systems, payment gateways, and other third-party systems.
    vi. The system must support **multi-country customization** while maintaining core standardized functionality.
    vii. **Mobile application** development is required for field inspections, end users and offline capabilities.
    viii. All development must follow **international security standards** and best practices.
    ix. The consultant must provide **comprehensive documentation** including user manuals, technical documentation, and open toolkit framework.
    x. **Independence** of the contracted firm will be observed throughout development and will not be party to any instructions/influence outside the official project channels.

F. TIMEFRAME, BUDGET AND IMPORTANT CONSIDERATIONS

The successful delivery of this assignment is dependent upon adherence to the following requirements and operational parameters:

a. **Financial and Duration Constraints**
   i. Maximum Budget: This assignment has a maximum budget of USD 450,000 inclusive of all applicable taxes. This amount is all-inclusive and must cover all costs necessary to ensure 100% delivery of all objectives detailed in the scope and methodology.
   ii. Assignment Duration: The total duration for this assignment is 36 months from contract commencement to final delivery. This is divided into 12 months for development and 24 months for dedicated support and maintenance.
   iii. Project Governance: Independence of the contracted firm will be observed throughout the development process. The consultant must ensure that all instructions and influence are strictly processed through the official project channels, maintaining impartiality and focus.

b. **Technical Architecture and Deployment**
   i. Microservices Architecture: The system must be developed using a modern microservices architecture to ensure scalability, resilience, and independent deployment of components.
   ii. Cloud Readiness: The final solution must be cloud-ready and capable of supporting flexible deployment across multiple environments (local, cloud, or hybrid) to meet varying regional hosting requirements.
   iii. Mobile Development: Mobile application development is mandatory. This will include optimized applications for field inspections, general end-users, and should incorporate robust offline capabilities to support remote operations.

c. **Integration and Scalability**
   i. Mandatory Integration: Built-in integration capabilities are a critical requirement. The systems must be designed to seamlessly connect with essential external platforms, including the third-party payment gateways, and other relevant trade systems.
   ii. Multi-Country Customization: The solution must be architected to support multi-country customization and deployment, allowing for local regulatory and language differences while simultaneously maintaining a core set of standardized, reusable functionality.

d. **Quality, Security, and Documentation**
   i. Security Standards: All development work must strictly adhere to international security standards and best practices to safeguard sensitive trade and regulatory data.
   ii. Comprehensive Documentation: The consultant must provide full, comprehensive documentation for all developed systems. This includes detailed user manuals, technical documentation, and a clear, open toolkit framework to facilitate future handovers and sustainability.

G. REPORTING

The consultant(s) will work with the Project Implementation Team (PIT) on the day-to-day operations of the project. For institutional level co-ordination the following will apply:

1. In TMA - designated Project Lead, Digital Trade Systems
2. Quality Assurance Consultant – designated Team Leader
3. The Consultant – designated Team Leader

H. RECIPIENTS

1. TradeMark Africa
2. Ministry of Agriculture and Fisheries
3. Regional and Continental fish regulation Bodies

E. QUALIFICATIONS

1. Firm Experience and Credentials

The bidding firm must demonstrate extensive experience in high-stakes, enterprise-level digital solution development.

i. The firm should have previously undertaken at least two (2) comparable assignments in terms of functions, magnitude, complexity (specifically involving microservices and cloud deployment), value (in USD), technologies, change management, and development approaches.
ii. Such assignments must have been external (for different entities, not internal assignments), must have been undertaken in the last 7 years, and completed within 2 years from commencement.
iii. Certified copies of the Certificate of Completion or equivalent must be provided as evidence.

2. General Expert Qualifications

Every proposed expert (excluding the Project Manager) must possess a minimum of a Bachelor's degree in ICT/Information Systems/Computer Science, Software Engineering, or a related technical field, with relevant professional experience of not less than 5 years. Each expert must have participated in at least two (2) similar assignments in their proposed role.

Required Team Composition (Minimum 11 Experts):

Role	Minimum Experience / Critical Skills & Qualifications	Required Certification (Minimum)
Project Manager	Relevant project management experience of not less than 7 years in the last 10 years, with proven experience managing large-scale, fixed-price, and distributed digital projects.	PMP or PRINCE2
Business Analyst (BA) / Product Owner	Deep experience in digital exchange platforms, e-commerce, and trade facilitation systems. Proven ability to conduct market research, business process mapping, and define user stories for complex, regulated systems (e.g., SPS).	Relevant Certification (e.g., CBAP or CSPO)
System Architect / Lead Developer	Expert-level experience in Microservices Architecture, event-driven systems, and Cloud-Native application design. Mandatory expertise in Docker, Kubernetes, and secure application development (e.g., OWASP Top 10 mitigation).	Certified Kubernetes Application Developer (CKAD) or equivalent Cloud Architect Certification (e.g., AWS/Azure/GCP)
DevOps / Cloud Engineer	Experience establishing and managing robust CI/CD pipelines for microservices. Mandatory expertise in Infrastructure as Code (e.g., Terraform,	DevOps-focused Certification (e.g., DASA, Microsoft Azure DevOps

	Ansible) and setting up cloud infrastructure, monitoring, and logging tools (e.g., Prometheus/Grafana) in a high-availability environment.	Engineer, or AWS DevOps Engineer Professional)
Cybersecurity / QA Engineer	Dual role focused on both Quality Assurance and security. Experience in test planning, automation scripting, and conducting vulnerability assessments (Pen-Testing). Expertise in integrating security testing (SAST/DAST) into the CI/CD pipeline and ensuring data privacy (GDPR/Local Laws) compliance.	Security Certification (CompTIA Security+ or CSSLP)
Backend Developers (Minimum 2)	Advanced experience in microservices development (specify preferred languages: Java/Spring Boot, Python/Django/Flask, and/or Node.js). Expertise in relational (PostgreSQL/MySQL) and NoSQL databases and building robust RESTful/GraphQL APIs for third-party system integration (e.g., Single Window, Payment Gateways).	
Frontend Developers (Minimum 2)	Advanced proficiency in modern JavaScript frameworks (React, Angular, or Vue.js). Mandatory experience in responsive design, cross-browser compatibility, and developing rich, user-friendly interfaces for complex data workflows.	
Mobile Developer (Cross-Platform)	Expertise in developing secure, performant mobile applications for both Android and iOS. Proficiency in native (Swift/Kotlin) or modern cross-platform frameworks (Flutter/React Native). Mandatory experience implementing offline data synchronization and secure local storage.	
System UI/UX Designer	Proven experience in modern web and mobile-first application design. Expert user of prototyping tools (Figma, Adobe XD, Penpot, or Balsamiq). Portfolio demonstrating successful design of data-heavy enterprise or regulated applications.	

Notes:

- Each role above will have unique holders; at least 11 experts will be proposed
- Copies of original certificates for required degrees and certifications **MUST** be provided
- Only valid (not expired) documents will be considered
- Proposed experts for this proposal will execute the assignment
- Any expert changes during assignment must be approved by client in advance in writing
- Each firm's and expert's experience & qualification must be presented in standard format provided in evaluation criteria

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 (insert the time period)	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 Signature Date
of the consultant **(the same one who signs the Proposal)**

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 Nº 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):**	**Nº 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.

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

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

1 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.

2 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 (PLEASE SPECIFY)	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 **(include all applicable taxes (e.g., Value Added Tax, Withholding Tax etc) in separate rows**	$
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 **Kenya** 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 **Kenya** but in the event of a conflict between Kenya laws and any other Law, then the laws of **Kenya** 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

<u>Guidelines for Bidders for Bid Submissions via Email</u>

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 One 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.trademarkea.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