



**REQUEST FOR PROPOSALS (RFP) - SELECTION OF CONSULTANTS**

**TENDER TITLE: CONSULTANCY SERVICES FOR A COMPREHENSIVE BASELINE ASSESSMENT OF KEY TRADE AND CORRIDOR PERFORMANCE METRICS ALONG THE ABIDJAN-LAGOS, ABIDJAN-OUAGADOUGOU AND COTONOU-NIAMEY CORRIDORS**

**TENDER NUMBER: PRQ20251289**

**ISSUE DATE: 24<sup>TH</sup> APRIL 2026**

**DUE DATE: 26<sup>TH</sup> MAY 2025 AT 15:00 GHANA TIME**

## TENDER INSTRUCTIONS

### CONTENTS

#### Introduction

1. [General](#)
2. [Acceptance of Tenders](#)

#### [Instructions to Consultant \(ITC\)](#)

3. [Pre-bid meeting and/or site visit](#)
4. [Costs and Charges](#)
5. [Language of Proposal](#)
6. [Only One Proposal](#)
7. [Validity](#)
8. [Clarifications and Amendments](#)
9. [Eligibility](#)
10. [Format of Your Tender](#)
11. [Part A Preliminary Requirements](#)
12. [Part B Executive Summary](#)
13. [Part C General and Technical Proposal](#)
14. [Part D Financial Proposal](#)
15. [Confirmation of Experience Letter / References](#)
16. [Sustainability Considerations](#)
17. [Evaluation Criteria and Process](#)
18. [Technical Evaluation](#)
19. [Financial Evaluation](#)
20. [Negotiation](#)
21. [Packaging, Submission and Delivery of Tenders](#)
22. [Complaints](#)
23. [Deviations, Reservations, and Omissions](#)
24. [Determination of Responsiveness](#)
25. [Late tenders will not be accepted.](#)
26. [Nonconformities, Errors, and Omissions](#)
27. [Terms of reference](#)
28. [Annexes](#)
29. [Annex 1: Supplier Code of Conduct](#)
30. [Annex 2: Technical Bid Submission Form](#)
31. [Annex 3: Curriculum Vitae Template](#)
32. [Annex 4: Financial Bid Submission Form](#)
33. [Annex 5: Financial Proposal Pro-Forma Templates](#)
34. [Annex 6: Draft Contract Template](#)
35. [Annex 7: Email Submission Guidelines](#)

## 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

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

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

a copy of the JV agreement entered by all members,

or

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

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

## 7. Validity

The proposals must remain valid for not less than **120 days** from the date of submission. TMA shall 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](mailto: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 of time as TMA shall determine.

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

- b) **Prohibitions:** Consultants and individuals of a country or goods manufactured in a country may be ineligible if indicated in TMA's Supplier Code of Conduct and:
- as a matter of law or official regulations, the recipient's country prohibits commercial relations with that country, provided that TMA is satisfied that such exclusion does not preclude effective competition for the provision of services required; or
  - by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the recipient's country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.
- c) **Restrictions for Government-owned Enterprises:** Government-owned enterprises or institutions in the recipient's Country shall be eligible only if they can establish that they (i) are legally and financially autonomous, (ii) operate under commercial law, and (iii) that they are not dependent agencies of TMA.

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

- d) **Restrictions for public employees:** Government officials and civil servants of the recipient's country are not eligible to be included as experts in the Consultant's proposal unless such engagement does not conflict with any employment or other laws, regulations, or policies of the Recipient's country, and they
- are on leave of absence without pay, have resigned or retired;
  - are not being hired by the same agency they were working for before going on leave of absence without pay, resigning, or retiring;  
(in case of resignation or retirement, for a period of at least six (6) months, or the period established by statutory provisions applying to civil servants or government employees in the recipient's country, whichever is longer. Experts who are employed by the government-owned universities, educational or research institutions are not eligible unless they have been full time employees of their institutions for a year or more prior to being included in consultant's proposal); and
  - their hiring would not create a conflict of interest.

## 10. Format of Your Proposal

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

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

## 11. Part A Preliminary Requirements

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

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

Failure to submit the above requirements may lead to disqualification.

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

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

## 12. Part B Executive Summary

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

## 13. Part C General and Technical Proposal

Your technical submission should contain the following:

- a) Signed and stamped Technical Bid Submission Form (**Annex 2**);
- b) The firm's previous relevant experience should include the client's contact details, description of the assignment undertaken, start and end dates of each assignment. Refer to **Annex 3** in this RFP;
- c) Technical response (including method of implementation and your proposed quality assurance mechanisms);
- d) A list of the names and designation of all proposed experts/key personnel who will work on this project. Please clearly indicate the positions/roles to be played by the personnel to match those requested for in the Terms of Reference (ToRs). The team composition template is **Annex 4** in this RFP;
- e) The Curriculum Vitae (CVs) of proposed experts with information relevant to this project to support the proposed expert for this assignment. The CV template is **Annex 5** in this RFP;
- f) **Only one (1) CV** shall be submitted for each of the proposed key expert position. If more than one CV is submitted for the same position, only the first CV will be evaluated; and
- g) Consultants must confirm that their proposed key expert will be available to provide the required services for the duration of the contract.

**NOTE:**

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

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

**14. Part D Financial Proposal**

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

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

- Signed and stamped Financial Bid Submission Form (**Annex 6**); 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 **Ghana** under the Applicable law, on the Consultants, the sub-Consultants, and their experts (other than nationals or permanent residents of the Country).
- The consultant, its sub-Consultants and experts are responsible for meeting all tax liabilities arising out of the Contract unless stated otherwise in this RFP. The Consultant is required to obtain information on taxes in the Country where the contract is to be implemented.
- The resultant Contract will be domiciled in **Ghana**
- TMA funds shall not be used to meet the cost of any Value Added Tax (VAT).
- Consultants should clearly breakdown and separate the tax components in their financial proposals to facilitate evaluation of the financial proposals.

**15. Confirmation of Experience Letter / References**

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

## 16. Sustainability Considerations

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

## 17. Evaluation Criteria and Process

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

## 18. Technical Evaluation

The evaluations will follow a one-step process:

### SECTION A: Technical Evaluation Criteria

#### SECTION A: Technical Evaluation Criteria (Total: 125 Marks)

Section / Criteria	Max Score
<b>Section A – Methodology &amp; Technical Approach</b>	
a. Clear and robust methodology demonstrating understanding of the assignment, including a detailed and logically sequenced description of which tools, techniques, approaches will be employed; and how these will be applied in each phase and stage of the assignment. The proposal must show how outputs from each phase will inform subsequent steps and contribute to the development of credible and comparable baseline values linked to programme indicators.	25
b. Clear resource allocation matrix indicating how each resource, including non-key experts will be deployed throughout the assignment. The proposed team must demonstrate diversity and presence in the countries where this assignment will be conducted.	6
c. Detailed and logical work plan showing sequencing, deliverables, and realistic timelines for each corridor and thematic workstream.	4
d. Proposal incorporates analytical innovation, data collection efficiency including leveraging bidders existing repositories, digital tools and networks, contextual creativity, and practical value addition in undertaking the assignment.	5
<b>Subtotal – Section A</b>	<b>40</b>
<b>Section B – Firm Experience &amp; Institutional Capacity</b>	
a. Minimum 7 years' proven experience in conducting baselines, surveys, or evaluations for trade facilitation, digital trade, SPS, and regional integration in Africa.	4
b. Evidence of at least 3 assignments successfully completed in the past 5 years (with reference letters/contracts specifying scope, amount, and completion). At least 2 assignments must relate to evaluation of trade corridor performance, in West Africa and any other trade corridor in Africa.	9
c. Institutional capacity to operate bilingually (English/French) and across multiple countries.	2
<b>Subtotal – Section B</b>	<b>15</b>
<b>Section C – Team Experience &amp; Expertise</b>	
<b>Team Leader / Principal Investigator</b>	

<b>Section / Criteria</b>	<b>Max Score</b>
a. Master's degree in a relevant field (Economics, Trade, Development Studies, Statistics, or related). Copies of certificates must be attached.	1
b. More than 7 years' experience leading large-scale multi-country and multi-lingual evaluations or research studies utilising mixed methods.	2
c. Demonstrable knowledge in trade facilitation frameworks, and experience working on trade, trade facilitation and/or regional integration acquired through working with/for any of the recognised RECs in Africa, government or multi-lateral organisation.	2
d. Contextual knowledge of the West Africa region through previous similar assignments completed in this region in both anglophone and francophone countries. Bidders must provide at least two (2) reference letters.	4
e. Must have professional working proficiency in both English and French.	1
<b>Subtotal – Team Leader</b>	<b>10</b>
<b>M&amp;E Expert</b>	
a. Degree in M&E, Statistics, Economics or a relevant social science field. Certificates must be attached.	1
b. Specialised training and certification in M&E, results-based management, data analysis or any similar relevant certification. Certificates must be attached.	1
c. More than 5 years of demonstrable experience leading end-to-end management of M&E function for large-scale, multi-country and mixed-methods research studies, baselines and endline evaluations.	4
d. Demonstrable and detailed operational experience in developing and overseeing implementation of a wide range of M&E tools. Experience should have been obtained working with governments, RECs, multi-lateral organisations and development partners within international development context. Previous experience where these skills were applied must be elaborated, with accompanying references for at least two (2) assignments.	4
<b>Subtotal – M&amp;E Expert</b>	<b>10</b>
<b>Trade Facilitation &amp; Customs Expert</b>	
a. Master's degree in Trade Policy, International Trade, Economics, Customs, Law or a related field.	1
b. Specialised training and certification in customs procedures, trade facilitation or any trade policy instruments	1
c. More than 5 years' experience in designing and implementing customs and trade facilitation reforms either within a Regional Economic Community, government or multi-lateral organisation.	3
d. Demonstrable experience in conducting performance assessments of border and corridor operations. At least two (2) previous experience where these skills were applied must be elaborated, with accompanying references for the same.	4
e. Must have professional working proficiency in both English and French.	1
<b>Subtotal – Trade Specialist</b>	<b>10</b>
<b>SPS &amp; Quality Infrastructure Expert</b>	
a. Degree in Agriculture, Food Safety, Engineering or Quality Infrastructure. Certificates must be attached.	1
b. More than 5 years' experience in developing and implementing SPS or SQI regional and national systems, either within a Regional Economic Community, government or multi-lateral organisation.	3
c. Demonstrable experience in conducting performance assessments of SPS or SQI systems. At least two (2) previous experience where these skills were applied must be elaborated, with	5

Section / Criteria	Max Score
accompanying references for the same.	
d. Must have professional working proficiency in both English and French	1
<b>Subtotal – SPS Specialist</b>	<b>10</b>
<b>ICT / Digital Systems Expert</b>	
a. Bachelor’s degree in IT, Computer Science, or related field; postgraduate qualification or certification preferred.	1
b. More than 5 years’ experience in designing, developing and implementing cross-border digital systems, especially for trade related systems either within a Regional Economic Community, government or multi-lateral organisation.	3
c. Demonstrable experience in evaluating digital trade platforms. At least two (2) previous experience where these skills were applied must be elaborated, with accompanying references for the same.	5
d. Must have professional working proficiency in both English and French	1
<b>Subtotal – ICT Expert</b>	<b>10</b>
<b>Gender Equality and Social Inclusion (GESI) Expert</b>	
a. Advanced degree in Gender Studies, Sociology, Development Economics, or International Trade with a focus on Gender and Inclusion	1
b. More than 5 years’ experience designing and implementing large-scale inclusion projects or economic empowerment programmes within a Regional Economic Community, government or multi-lateral organisation.	3
c. Demonstrable experience in evaluating inclusion projects, with proven experience and knowledge of key inclusion metrics and indexes. At least two (2) previous assignments where these skills were applied must be elaborated, with accompanying references for the same.	5
d. Must have professional working proficiency in both English and French.	1
<b>Subtotal – GESI Expert</b>	<b>10</b>
<b>Data Analyst / Statistician</b>	
a. Degree in Statistics, Data Science, or related field.	1
b. More than 5 years’ operational experience managing and analysing large datasets for research studies/surveys.	3
c. Demonstrable previous experience in preparing, cleaning and managing complex datasets, including identification and treatment of missing values, outliers, and inconsistencies, and ensuring comparability and integrity across datasets. At least two (2) previous experience where these skills were applied must be elaborated, with accompanying references for the same.	5
d. Proficiency in data analytics software (SPSS, Stata, R, Python, or Power BI) including ability to leverage AI-enabled tools and techniques for data processing, analysis, and insight generation.	1
<b>Subtotal – Data Analyst</b>	<b>10</b>
<b>Subtotal Section C</b>	<b>70</b>
<b>TOTAL (A + B + C)</b>	<b>125</b>

*Bidders who achieve the minimum technical score of 70 Marks (out of the possible 125 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:  $S = ST \times T\% + SF \times P\%$

Where:

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

St is the technical score

Sf is the financial score

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

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

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

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

## 20. Negotiation

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

## 21. Packaging, Submission and Delivery of Tenders

All submissions must be submitted via TMA's procurement mailbox using the email address, [procurement@trademarkafrica.com](mailto:procurement@trademarkafrica.com) on or before **26 May 2026 at (15:00 Ghana 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 the 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](mailto: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](mailto: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 a Comprehensive Baseline Assessment of Key Trade and Corridor Performance Metrics along the Abidjan-Lagos, Abidjan-Ouagadougou and Cotonou-Niamey Corridors

#### About TMA

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

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

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

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

#### Context of the Assignment

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TradeMark Africa (TMA) is implementing a new suite of European Union (EU)-funded programmes in West Africa under the Global Gateway Initiative (GGI) through a Team Europe Consortium comprising Enabel (Belgium), Expertise France (AF Group) and UNCTAD. The overarching goal of this initiative is to foster a green, smart, and integrated trading environment that enhances connectivity, reduces the cost and time of trade, and strengthens inclusive and sustainable economic growth along strategic West African corridors.

Under the Global Gateway framework, three flagship corridors form the focus of this programme:

- Abidjan-Lagos (ALCo)
- Abidjan-Ouagadougou (CAO)
- Cotonou-Niamey (CoToNi)

These corridors constitute the backbone of West Africa's regional integration, together facilitating over 70 percent of intra-regional trade volume. The EU West Africa Corridors Programme (2025–2029) has a total value of EUR 45.7 million, of which EUR 22.17 million represents the TMA-led Trade Facilitation Components.

Within the consortium framework:

- Enabel (Pillar A) leads Corridor Coordination and Management, and support to Ports.
- Expertise France (Pillar B) focuses on Transport and Logistics Facilitation; and
- TMA (Pillar C) delivers interventions on Trade Facilitation, Policy Harmonisation, Digitalisation, and Inclusion.

- UNCTAD in the CoToNi programme contributes to parts of the Trade Facilitation agenda.

## Work Streams

Workstream 1 covers trade facilitation reforms aimed at reducing barriers to trade, improving corridor performance, enhancing policy coherence, and promoting inclusive and sustainable cross-border trade across ECOWAS Member States, while workstream 2 addresses technical barriers to trade arising from fragmented SPS regimes, weak quality infrastructure, and limited mutual recognition of conformity assessment. Workstream 3 focuses on strengthening digital trade systems to address fragmented procedures, weak interoperability, and limited access to trade data and services, with Workstream 4 focusing on enhancing the participation, protection, and economic empowerment of women and other marginalised groups in cross-border trade.

Within this consortium framework, TMA's trade facilitation interventions are strategically designed to complement ongoing donor investments including those by FCDO, AFD, Canada, SIDA, Finland and the Mastercard Foundation (MCF) and aligned with regional frameworks under ECOWAS, Union Economique et Monétaire Ouest Africaine/West African Economic and Monetary Union (UEMOA), and the African Continental Free Trade Area (AfCFTA).

Collectively, these interventions aim to drive corridor-level transformation through:

- Supporting alignment and implementation of continental and regional trade agreements within national legal and regulatory frameworks; facilitating trade barrier and remedies resolution mechanisms; supporting the application of trade policy instruments; and coordinated corridor and border management for improved border and corridor performance.
- Modernisation and interconnection of digital customs systems (e.g. Système Interconnecté de Gestion des Marchandises en Transit / Interconnected System for the Management of Goods in Transit (SIGMAT), Guichet Unique du Commerce Extérieur - Côte d'Ivoire (GUCE CI), and Electronic Certificates of Origin);
- Harmonisation of policies and technical standards (e.g., SPS and TBT Mutual Recognition Frameworks);
- Strengthening of inclusion and gender integration to ensure that women and youth traders benefit from simplified trade regimes, digital platforms, and capacity development; and
- Embedding sustainability and green trade principles through adoption of Environmental, Social, And Governance (ESG) safeguards and promotion of renewable energy and resource-efficient practices at border and corridor facilities.

The baseline assessment will serve as a critical entry point to establish quantitative and qualitative reference values across the programme's thematic areas: Trade Facilitation and Policy Integration, Sanitary and Phytosanitary (SPS) & Standards, Quality, and Infrastructure (SQI), Digital Trade and Physical Connectivity and Inclusion in Trade/Cross Border Trade Initiatives providing the foundation for monitoring progress, measuring results, and guiding adaptive implementation across the three priority corridors.

## 1 Purpose of the Baseline

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The rationale for this baseline assessment lies in the need to establish empirical reference points for assessing the effectiveness and transformative impact of TMA's EU-funded Trade Facilitation and Regional Integration Programme in West Africa. Given the scale and diversity of investments across the Abidjan-Lagos, Abidjan-Ouagadougou (herein referred to as CALAO), and Cotonou-Niamey (herein referred to as COTONI) corridors. Establishing credible baseline values will enable TMA and its partners

including the EU, Enabel, Expertise France and UNCTAD - to track changes in trade performance, institutional capacity, and inclusivity across the four-programme thematic Workstreams, while demonstrating value for money and alignment with ECOWAS and AfCFTA integration agendas.

The baseline assessment primarily will:

- Provide real time context on the prevailing state of play for the thematic workstreams allowing for more tailored, effective, and evidence-based interventions. This will provide a clear understanding of the current situation, identify the gaps, and provide valuable insights that will guide the development of appropriate interventions for the programme. This process will involve the identification of institutional and operational bottlenecks, risks, adoption barriers, and coordination challenges among customs, regulatory authorities, corridor committees, and private sector stakeholders that may influence programme implementation and sustainability.
- Establish reference values for established performance indicators and metrics across the four thematic workstreams: Trade Facilitation and Policy Integration, Sanitary and Phytosanitary (SPS) & Standards, Quality, and Infrastructure (SQI), Digital Trade Initiatives and inclusion and cross border trade. As part of this process, gender equality, social inclusion and climate change considerations will be weaved into the values by establishing baseline information on the participation of women and youth traders, institutional gender capacities, access to finance and technology, and adoption of environmentally sustainable practices.

Evidence generated will be used to populate the programme's results framework as well as specific monitoring plans ensuring that subsequent monitoring and evaluation efforts can effectively measure performance, impact, and alignment with ECOWAS, AfCFTA, and WTO Trade Facilitation Agreement (TFA) priorities.

## 2 Scope and Coverage

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### 2.1 Assignment scope

The assessment will be implemented in **two distinct** but complementary phases. Phase I will focus on data reconciliation and synthesis, while phase II will involve primary data collection and triangulation of findings from the secondary analysis undertaken in phase I.

#### **Phase I: Secondary Data Review, Reconciliation and Synthesis**

Cognisant of the existence of numerous studies on trade performance along these corridors, this first phase will focus on a systematic review, reconciliation and synthesising of any existing data sources in line with established programme indicators. Methodologies for the available data will also be documented in order to identify the available coherent and credible data to use for the CALAO and COTONI programmes. Findings on available data will be synthesised, with data gaps identified.

Under Phase 1, the scope shall cover:

- a. Mapping of existing data: Identify and compile all relevant existing studies, datasets, and reports related to programme indicators across all thematic workstreams. This shall include a review of national trade reports, studies and surveys commissioned by trade regulatory agencies, Regional Economic Communities, Multilateral Development Banks, development partners, private sector entities, as well as other key players within the trade and trade facilitation space. The consultant will be required to develop a detailed inventory of available secondary data sources indicating their relevance to programme indicators, geographic coverage and period of analysis.
- b. Data interrogation: This will involve a detailed assessment of available data and reports to identify points of convergence and divergence across sources. The consultant will be required to critically

review methodological approaches for these studies, including indicator definitions, sampling frameworks, data collection methods, analytical approaches and timing of data collection. The analysis should clearly identify and highlight key methodological differences that may affect comparability interpretation of results.

- c. Data reconciliation and synthesis: Building on (b) above, the consultant will compare data sets reporting on the same or similar indicator (based on indicator definition), identify and explain variances across sources, assess reliability and relevance of each data source. Based on these, the consultant will determine the most appropriate data sources to be used, including any required adjustments or standardisation of indicators and methodologies e.g., standard indicator definition and measurement approaches). The analysis should provide clear justifications for the positions adopted.
- d. Building on (c) above, the consultant will develop a set of verifiable baseline values for indicators where secondary data is deemed sufficiently reliable. These values should be fully referenced with clear source attribution, justification for their selection and any assumptions applied.
- e. Identification of data gaps and limitations: Identify indicators for which baseline data does not exist, as well as those for which available data is weak or unreliable due to methodological limitations in data collection and analysis. This should include clear articulation of the nature of these gaps and limitations.
- f. Design of a standardised measurement approach for established gaps: The consultant will develop a standardised methodology to address the identified gaps and guide phase II of this assignment, as well as future monitoring and valuation of the programme. The approach should provide, standardised indicator definitions across the programme's results framework and a consistent approach to measurement covering sampling strategies, data collection and triangulation methods, data analysis among others.

## **Phase II: Targeted Primary Data Collection**

Phase II will focus on targeted primary data collection to address identified data gaps and validate baseline values, using the standardised measurement approach developed in Phase I.

This will include development of data collection tools, field data collection across selected trade corridor nodes, implementation of quality assurance measures, and analysis and triangulation of primary and secondary data to establish final baseline values for programme indicators.

Under Phase II, the scope shall cover:

- a. Sampling design and framework: The consultant will develop a detailed sampling framework which will define the sampling approach, target population/stakeholders, sample size and geographical coverage across selected corridor nodes. The sampling framework should ensure representativeness of key stakeholder groups and coverage of identified gaps.
- b. Development of data collection tools: Drawing from findings of the phase I review, the consultant shall develop comprehensive data collection tools to support data collection. Depending on the data collection methods identified in phase I, these may include tools for structured survey questionnaires, key informant interview guides and focused group discussion guides.
- c. Pilot testing of data collection tools: the consultant will conduct a pilot of the data collection instruments to assess their clarity, reliability and suitability for capturing the required information from target respondents. The pilot should identify any challenges or limitations in both the design of the tool and its administration and provide a comprehensive report on addressing these before commencing field work.

- d. Primary data collection: The consultant will undertake primary data collection across selected trade corridor nodes, in line with the approved sampling framework and data collection tools. Data collection should cover all indicators and thematic areas for which gaps were identified in Phase I, and ensure adequate representation of relevant stakeholder groups, including traders, transporters, regulatory agencies, and private sector actors. Appropriate data collection methods may include surveys, key informant interviews, focus group discussions, and direct observation, as applicable.
- e. Data analysis: The consultant will analyse primary data collected in phase II in line with the standardised measurement approach developed in phase I. The analysis should generate baseline data for each indicator, ensuring consistency with agreed definitions for each indicator. The analysis should also triangulate and reconcile secondary data from phase I. This will include comparing results across data sources, explaining any variations and confirming/refining baseline values as appropriate.
- f. Development of final baseline report: The consultant will prepare draft and final baseline reports presenting both quantitative and qualitative findings for all programme indicators. The draft report will be submitted for review and validation by TMA and relevant stakeholders, and the consultant will incorporate feedback to produce the final report.

## 2.2 Geographic Scope

The assessment will be conducted across key strategic locations and nodes along the Abidjan-Lagos, Abidjan Ouagadougou and Cotonou-Niamey corridors including strategic borders, ports and logistics sites along the corridors.. These will include the ports of Abidjan and Tema, as well as at logistics hubs and dry ports located in Ferkessédougou, Bouaké, Noé and around Cotonou. Other sites envisaged include the border posts of Noé/Eubo (Côte d'Ivoire–Ghana), Sèmè-Kraké (Benin–Nigeria). Other strategic positions may be considered, such as Takikro (Côte d'Ivoire–Ghana), depending on the evolution of trade flows and the needs identified.

Specific nodes that have already been agreed on as part of programming are documented in Table 1 below for which existing data in relation to developed indicators will be mapped as part of phase 1, and gaps identified for phase 2, in addition to data generated in relation to the other strategic locations and nodes along the corridors.

**Table 1: Specific Nodes**

Border	Intervention
Akanu-Noepe Joint Border Post (Ghana - Togo)	<ul style="list-style-type: none"> <li>• Installation of a 220-kilowatt solar energy system to ensure reliable power supply for operations, lighting, and digital connectivity.</li> <li>• Rehabilitation of water supply systems, including provision of an 80,000-litre storage facility, to support inspection processes, sanitation, and hygiene standards.</li> <li>• Desilting of drainage systems to mitigate flooding risks and improve the overall operational environment.</li> <li>• Upgrading of sanitation facilities, ensuring inclusive access for persons with disabilities.</li> <li>• Installation and rehabilitation of pedestrian walkway canopies to enhance safety and mobility, particularly for women cross-border traders.</li> <li>• Refurbishment of canopies at inspection areas and administrative blocks to improve working conditions and asset durability.</li> <li>• Strengthening institutional capacity through training of the Joint Border Management Committee on Joint Border Post (JBP) Standard Operating Procedures (SOPs) and operational manuals.</li> </ul>

Border	Intervention
	<ul style="list-style-type: none"> <li>• Development of a Sustainability and Maintenance Plan to ensure long-term functionality of border infrastructure.</li> <li>• Capacity building of Small-Scale Cross-Border Traders (SSCBTs) on border procedures and prevention of Gender-Based Violence (GBV).</li> <li>• Training of Customs officials on updated Coordinated Border Management SOPs to improve efficiency and compliance.</li> <li>• Installation of bilingual communication signage to enhance accessibility, clarity, and user experience at the border.</li> </ul>
Noe-Elubo border (Cote d'Ivoire - Ghana)	<ul style="list-style-type: none"> <li>• Enhancement of internet connectivity bandwidth to support efficient border operations and digital systems.</li> <li>• Provision of ICT equipment to border officials to improve service delivery and data management capabilities.</li> <li>• Strengthening institutional coordination through capacity building of the Joint Border Management Committee on Joint Border Post (JBP) Standard Operating Procedures (SOPs) and manuals, alongside support for the development of a Memorandum of Understanding (MoU) for the Cross-Border Trade Facilitation Committee.</li> <li>• Capacity building of Small-Scale Cross-Border Traders (SSCBTs) on border procedures and prevention of Gender-Based Violence (GBV), promoting safer and more inclusive trade.</li> <li>• Training of Customs officials on updated Coordinated Border Management SOPs to enhance compliance, efficiency, and inter-agency collaboration.</li> </ul>
Sanvee-Kondji-Hilacondji Joint Border Post (Togo - Benin)	<ul style="list-style-type: none"> <li>• Installation of a solar energy system to provide reliable lighting and support uninterrupted border operations</li> <li>• Construction of pedestrian walkway canopies to improve safety and ease of movement, particularly for women cross-border traders</li> <li>• Capacity building of Small-Scale Cross-Border Traders (SSCBTs) on border procedures and prevention of Gender-Based Violence (GBV), promoting safer and more inclusive trade.</li> </ul>
Seme-Krake Joint Border Post (Benin - Nigeria)	<ul style="list-style-type: none"> <li>• Installation of bilingual communication signage to improve accessibility, clarity, and user experience for all border users</li> <li>• Capacity building of the Joint Border Management Committee on Joint Border Post (JBP) Standard Operating Procedures (SOPs) and operational manuals to strengthen coordination and effective border management</li> </ul>
Aflao-Kodjoviakope border (Ghana-Togo)	<ul style="list-style-type: none"> <li>• Capacity building of Small-Scale Cross-Border Traders (SSCBTs) on border procedures and prevention of Gender-Based Violence (GBV), promoting safer and more inclusive trade.</li> <li>• Rehabilitation of sanitation facilities, including provisions for persons with disabilities, to improve hygiene and accessibility</li> <li>• Rehabilitation of the Border Information Centre (BIC) to strengthen access to trade information and support services for border users</li> </ul>
Segbana border (Benin–Nigeria)	<ul style="list-style-type: none"> <li>• Rehabilitation of border post infrastructure and provision of essential equipment to enhance operational efficiency</li> </ul>

Border	Intervention
	<ul style="list-style-type: none"> <li>• Support to the operationalisation of the Joint Border Committee to strengthen coordination and joint border management</li> <li>• Facilitation of the harmonisation of customs procedures between Benin and Nigeria to improve trade efficiency and reduce cross-border barriers</li> </ul>
<p><b>Others :</b></p> <p>Malanville - Gaya border (Benin, Niger)</p> <p>Niangoloko – Laéraba (Côte d’Ivoire-Burkina Faso)</p> <p>Koloko – Dakola (Côte d’Ivoire-Burkina Faso)</p> <p>Paga – Dakola (Burkina Faso–Ghana)</p>	

### 3 Technical Approach and Methodology

The baseline assessment methodology will adopt the mixed-methods approach, combining quantitative, qualitative, and institutional assessment techniques to generate a robust, evidence-based understanding of the current status of each thematic workstream. This approach will ensure triangulation of data sources and perspectives to strengthen validity, reliability, and contextual relevance of findings.

Quantitative data will be collected through structured surveys, digital system analytics, and institutional performance assessments to establish baseline values for the agreed performance indicators in each thematic Workstream. On the other hand, qualitative data collection will complement quantitative findings to explain underlying factors, institutional dynamics, and behavioural change drivers.

Bidders are encouraged to propose innovative, cost-effective, and context-appropriate methodologies that leverage digital data-collection tools, remote validation techniques, and participatory approaches. The proposed design should clearly demonstrate how the methodology will attain the following:

- a. Generate credible and comparable baseline values for all indicators in the Results Framework
- b. Provide a sound basis for future mid-term and end-line assessments; and
- c. Produce actionable insights for adaptive management, policy alignment, and investment prioritisation across the three corridors.

For phase 2, in addition to the corridor and border-level focus, the baseline assessment will also cover relevant national institutions and agencies responsible for trade facilitation, customs, standards, SPS, and digital trade (e.g., Ministries of Trade, Customs Administrations, Standards Bureaus, and ICT authorities). It will further engage private sector enterprises, including women-led and youth-owned MSMEs, chambers of commerce, and sector associations involved in cross-border trade and logistics.

The baseline assessment will be designed and implemented in a manner that integrates key cross-cutting themes central to TMA strategic priorities and the European Union’s Global Gateway agenda. These themes: Gender Equality and Social Inclusion (GESI), Environmental Sustainability and Climate Resilience, Governance and Safeguarding, and Digital Transformation will be mainstreamed throughout all stages of the baseline process, from tool design to data collection, analysis, and reporting. It is expected that these cross-

cutting themes will not be treated as stand-alone components but will be embedded across all baseline instruments. The consultant is expected to demonstrate how themes will be integrated during the proposal and inception report stages (see annex 2). In addition, the final baseline report is expected to feature dedicated sections highlighting cross-cutting findings and practical recommendations for mainstreaming these themes during implementation and monitoring.

**4 Deliverables and Timeline**

The consultant will be responsible for producing the following key deliverables within the agreed assignment timeframe. Each deliverable must meet TMA’s quality standards, ensure methodological rigor, and provide actionable insights across the four thematic Workstreams.

The baseline study is expected to be conducted over a period of approximately 21 working weeks), commencing immediately after contract signature.

**Table 2: Summary of Expected Deliverables**

Deliverable	Description	Timeline (21 working weeks)
<p><b>Phase 1:</b> 1.Secondary data review</p>	<ul style="list-style-type: none"> <li>• Secondary data review: Review all available secondary documents. Map out all the identified indicators, data sources, available data laying out where there is conflicting data. Evaluate the quality, completeness and robustness of available data and the extent to which it informs TMA’s indicators.</li> </ul> <p>A synthesis of the secondary data review findings, the classification of indicators (available vs. data-gap indicators), and the proposed primary data collection approach to address the remaining gaps.</p>	<p>Weeks 1–5</p>
<p>2. Inception report</p>	<p>The inception report will provide a comprehensive and structured foundation for the study and will include the following key components:</p> <ul style="list-style-type: none"> <li>• A detailed methodological framework outlining both the quantitative and qualitative approaches that will be used to address the identified data gaps. This will include the sampling design, analytical framework, data collection tools, and a clearly sequenced work plan.</li> <li>• A clear articulation of the overall methodological approach, including proposed data sources and the full indicators framework that will guide the study.</li> <li>• A baseline assessment matrix linking each indicator to its respective data source, proposed baseline data collection instruments, data collection methods, and target respondents. The matrix will also include a risk-mitigation plan and ethical compliance considerations.</li> <li>• A consolidated presentation of indicators for which baseline data is already available through the secondary data review, as well as those that will require primary data collection.</li> <li>• A clear work plan.</li> </ul>	<p>Weeks 6-7</p>

	The inception report will serve as the formal basis for agreement before the commencement of any primary data collection activities.	
<b>Phase 2:</b> 3. Validated Data Collection Tools and data collection plan for primary data collection	<ul style="list-style-type: none"> <li>Finalised and validated baseline tools. Tools must demonstrate integration of cross-cutting themes (Gender Equality and Social Inclusion, Environmental Sustainability, Governance, and Digital Transformation).</li> <li>Validation will be done jointly with TMA.</li> </ul>	Weeks 8– 10
4. Fieldwork and Data Collection Report	<ul style="list-style-type: none"> <li>A comprehensive fieldwork completion report summarising the data collection process, challenges, mitigation strategies, sampling coverage, and preliminary observations.</li> </ul>	Weeks 10–16
5. Draft Baseline Report	<p>Draft Baseline report presenting baseline values for each theme area, data analysis, and contextual interpretation.</p> <ul style="list-style-type: none"> <li>The report should include quantitative findings, qualitative insights, data visualization (tables and charts), updated monitoring plan baseline values, and clear recommendations to inform programme implementation.</li> <li>Draft findings on the cross-cutting themes</li> <li>Drafts will be reviewed by TMA and consortium partners</li> <li>The deliverable will include the raw datasets, a table with baseline values aligned to the programme’s Performance Monitoring Plans, and proposed indicator definitions for monitoring.</li> </ul>	Weeks 17–19
6. Validation and Presentation Workshop	<p>A final validation and dissemination workshop to present findings, methodologies, and recommendations to TMA and stakeholders</p> <p>The consultant will incorporate stakeholder feedback to finalise all reports and datasets.</p>	Week 20
7. Final Baseline Report	<p>Submission of the complete baseline assessment report including:</p> <ul style="list-style-type: none"> <li>Final analytical reports per Workstream</li> <li>Integrated summary report</li> <li>Clean datasets</li> <li>PowerPoint presentation slides</li> <li>Final validated report (Word &amp; PDF)</li> </ul>	Week 21

## 5 Technical Approach and Methodology

The baseline assessment methodology will adopt the mixed-methods approach, combining quantitative, qualitative, and institutional assessment techniques to generate a robust, evidence-based understanding of the current status of each thematic workstream. This approach will ensure triangulation of data sources and

perspectives to strengthen validity, reliability, and contextual relevance of findings.

Quantitative data will be collected through structured surveys, digital system analytics, and related methodologies to establish baseline values for the agreed performance indicators in each thematic Workstream. On the other hand, qualitative data collection will complement quantitative findings to explain underlying factors, institutional dynamics, and behavioural change drivers.

Bidders are encouraged to propose innovative, cost-effective, and context-appropriate methodologies that leverage digital data-collection tools, remote validation techniques, and participatory approaches. The proposed design should clearly demonstrate how the methodology will attain the following:

- Generate credible and comparable baseline values for all indicators under each workstream;
- Provide a sound basis for future mid-term and end-line assessments; and
- Produce actionable insights for adaptive management, policy alignment, and investment prioritization across the three corridors.

## **6 Management of the Baseline**

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The baseline assessment will be managed by TMA West Africa Programme, under the overall oversight of the Director of Results and Impact in collaboration with the West Africa Regional Director. Day-to-day coordination will be led by the Results and Impact Unit and supported by respective thematic leads. TMA will be responsible for providing overall strategic guidance, technical quality assurance, and contract management, ensuring that the baseline is conducted in line with TMA's Monitoring, Evaluation, and Learning (MEL) Standards, Evaluation and Research Quality Assurance Guidelines (ERQAG), and Ethical Data Collection Protocols. The consultant will work under the supervision of the designated TMA West Africa MEL Focal Point, who will serve as the primary contact throughout the assignment. Weekly or bi-weekly progress updates will be required to ensure effective coordination, timely issue resolution, and alignment with the agreed work plan.

## **7 Desired Qualifications and Experience**

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### **7.1 The Firm**

- a. The firm must have proven experience of at least seven (7) years in conducting baseline studies, evaluations, needs assessments, and policy or institutional research-preferably within Trade Facilitation across multiple countries in Africa. Evidence of this experience must be provided through completion certificates, reference letters, or published reports.
- b. Demonstrated experience in multi-country assignments in West Africa, preferably covering at least two of the programme corridors (Abidjan–Lagos, Abidjan–Ouagadougou, and Cotonou–Niamey) will be a significant advantage.
- c. Proven track record in regional or corridor-level baseline assessments for donor-funded trade facilitation programmes (EU, FCDO, AFD, Canada, Finland, or similar partners), showing familiarity with ECOWAS, AfCFTA, and WTO Trade Facilitation frameworks.
- d. Evidence of at least three (3) assignments successfully completed within the last five years, demonstrating expertise in quantitative and qualitative data collection, analysis, and results-based reporting. Reference letters or client confirmations must clearly indicate contract amount, duration, scope, and outcomes.
- e. The firm must demonstrate in its proposal a comprehensive understanding of the trade and digital landscape in West Africa, including corridor-level operations, customs systems (e.g., SIGMAT, GUCE, SEGUB, UNIPASS), and gender-responsive trade facilitation mechanisms.
- f. The proposed team should have clearly defined roles aligned to the scope of the baseline work plan,

including a Team Lead, M&E Specialist, Trade Policy/Facilitation Expert, Gender and Inclusion Expert, SPS/Digital Systems Specialist, and Data Analyst. The proposal should clearly indicate staff deployment by corridor and thematic Workstream. In addition, the team should demonstrate strong local expertise from West Africa, with core personnel possessing contextual knowledge of regional trade corridors, regulatory environments, institutional frameworks, and socio-economic dynamics. This should include experience working with regional and national trade institutions, border agencies, private sector actors, and communities within the targeted corridors, as well as familiarity with ECOWAS protocols and country-specific trade and facilitation processes.

- g. The firm should demonstrate strong technical capacity in mixed-methods research, with experience applying digital data collection tools) and analytical software.
- h. Demonstrated multilingual capacity-particularly in English and French-is essential. At least the team leader should have professional working proficiency in French to ensure smooth engagement across ECOWAS Francophone member states.

## **7.2 Key Experts for the Assignment**

The baseline assessment will be undertaken by a multi-disciplinary team of experts led by the Team leader with an appropriate balance of technical expertise covering trade facilitation, SPS and quality infrastructure, digital trade systems, gender and inclusion, and monitoring and evaluation. The consultancy firm may propose additional team members and roles as deemed necessary to ensure successful delivery of the assignment. The proposed core team is expected to include the following key experts:

### **Team Leader**

- a. Master's degree in economics, International Trade, Development Studies, Statistics, or related Social Science from a recognized institution (PhD is an added advantage).
- b. Minimum of seven (7) years of experience designing and leading baseline studies, evaluations, or research assignments related to trade facilitation, digital trade, or economic integration in Africa, preferably in West Africa.
- c. Demonstrated understanding of regional integration frameworks (ECOWAS, AfCFTA, and WTO TFA) and familiarity with corridor-based trade systems and institutional structures.
- d. Proven capacity to lead multi-country research teams, manage field operations, and ensure data quality assurance.
- e. Strong experience in applying mixed-methods research approaches, including quantitative, qualitative, and institutional assessments.
- f. Demonstrable experience in producing high-quality analytical reports and presentations for international development audiences.
- g. Fluency in English is required; working proficiency in French is essential given the bilingual nature of the assignment.

### **Monitoring and Evaluation (M&E) Expert**

- a. Minimum of a bachelor's degree in Statistics, Economics, Development Studies, or related field; a postgraduate qualification in M&E, Project Management, or Data Science is an advantage.
- b. At least five (5) years of experience conducting baselines, evaluations, and results-based monitoring using mixed-methods approaches that meet recognized standards for validity and rigor.
- c. Demonstrated experience in developing Results Frameworks, indicator reference sheets, and data quality assurance protocols.

- d. Specialised training or certification in Monitoring and Evaluation from a recognized institution.
- e. Experience in the design of data collection tools, sampling frameworks, and dashboards for quantitative and qualitative data.
- f. Proficiency in data management and analysis software (SPSS, Stata, R, Power BI, Excel).
- g. Knowledge of trade and regional integration programming is desirable.

#### **ICT / Digital Systems Expert**

- a. Bachelor's degree in information technology, Computer Science, Software Engineering, or related field; postgraduate training or certification in digital systems, networking, or data security is an added advantage.
- b. Minimum of five (5) years of professional experience in ICT system design, evaluation, or deployment — preferably in customs, logistics, or digital trade platforms.
- c. Demonstrated experience with digital trade facilitation systems (e.g., SIGMAT, GUCE, SEGUB, UNIPASS, and TLIP) and knowledge of system interoperability and API-based data exchange.
- d. Strong analytical capacity in system performance monitoring, database management, cybersecurity, and cloud infrastructure.
- e. Experience conducting digital readiness assessments and ICT capacity-building initiatives.
- f. Proficiency in using data visualization and monitoring tools for digital performance tracking.

#### **Trade Facilitation and Customs Specialist**

- a. Master's degree in international Trade, Customs Administration, Logistics, or Trade Policy.
- b. Minimum of five (5) years of experience in customs modernisation, trade facilitation reforms, or logistics system development in Africa.
- c. Demonstrated knowledge of ECOWAS, AfCFTA, and WTO TFA principles and frameworks.
- d. Proven experience in assessing or implementing customs automation systems and one-stop border posts (OSBPs).
- e. Understanding of risk management systems, NTB monitoring, and cross-border procedures.
- f. Experience in facilitating policy harmonisation and regional coordination is desirable.

#### **SPS and Quality Infrastructure Specialist**

- a. Advanced degree in Agriculture, Food Safety, Quality Assurance, or related discipline.
- b. At least five (5) years of experience in SPS system assessments, laboratory accreditation, and standards harmonisation in Africa.
- c. Knowledge of ISO/IEC 17025, WTO SPS/TBT Agreements, and ECOWAS quality infrastructure frameworks.
- d. Experience working with standards bodies, national regulators, and certification agencies.
- e. Familiarity with public–private partnerships for standards compliance and market access.

#### **Gender Equality and Social Inclusion Specialist**

- a. Advanced degree in Gender Studies, Sociology, Development Economics, or International Trade with a focus on Gender and Inclusion.
- b. Minimum of five (5) years of professional experience conducting gender-responsive trade, women’s economic empowerment, or inclusion-focused research and evaluations in Africa, preferably in West Africa.
- c. Proven experience working on gender and inclusion in trade facilitation, cross-border trade, MSME development, and digital financial inclusion.
- d. Demonstrated capacity to design and apply gender-sensitive and inclusive methodologies, including collection and analysis of sex-, age-, and disability-disaggregated data (SADD).
- e. Bilingual proficiency (English and French) is highly desirable.

**Data Analyst / Statistician Degree in Statistics, Data Science, or Econometrics.**

- a. At least five (5) years of experience managing large datasets, conducting regression analysis, and building dashboards.
- b. Proficiency in data analytics software (SPSS, STATA, Python etc.).
- c. Experience cleaning, validating, and harmonizing multi-country data.
- d. Ability to prepare data visualizations and infographics for reports and presentations.
- e. Additional Guidance:
- f. The above list of experts is not exhaustive; thus, the firm is expected to propose other relevant experts including the field-based team and research assistants in the full proposal document.
- g. The team must demonstrate balanced representation of gender and bilingual proficiency (English and French).
- h. At least one senior team member fluent in French is mandatory to facilitate engagement with Francophone countries (Côte d’Ivoire, Benin, Burkina Faso, Niger, and Togo).
- i. Clear team structure, roles, and deployment plan per corridor and thematic Workstream must be included in the proposal.

**8 Budget**

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The budget range for this assignment shall be USD 200,000 – USD 250,000 which includes professional fees, field work related expenses and all applicable taxes. The selected firm will be responsible for organising all its logistical arrangements (accommodation, transport, translation, etc.) required to undertake the assignment.

**9 Annexes**

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**Annex 1: Indicator List to support baseline assessment.**

SN	Theme	Indicator
1.	Time	a. Average time taken to move goods across the targeted

		<p>corridors (Abidjan-Lagos Corridor, Abidjan-Ouagadougou and Cotonou-Niamey)</p> <p>b. Average time taken to complete all cross-border import and export procedures for goods at the supported border post (disaggregated by border post and by import or export) along the targeted corridors (Abidjan-Lagos Corridor, Abidjan-Ouagadougou and Cotonou-Niamey)</p> <p>c. Average customs clearance time per consignment (hours) (per country)</p>
2.	Cost	<p>a. Cost incurred on trade processes, procedures, and systems along the targeted corridors and targeted borders.</p> <p>b. Average customs clearance cost per consignment (USD).</p>
3.	Volumes	<p>a. Throughput of freight transported via key trade nodes in the targeted countries.</p> <p>b. Throughput at key ports along the targeted corridors (Abidjan-Lagos Corridor, Abidjan-Ouagadougou and Cotonou-Niamey)</p>
4.	Value	<p>a. Value of goods traded (Imports and exports) disaggregated by country.</p> <p>b. Value of annual revenues collected (per country)</p>
5.	Non-Tariff Barriers	<p>a. Number of existing NTBs</p> <p>b. Average time taken to resolve reported NTBs disaggregated per country</p>
6.	Emissions	<p>a. Levels of CO<sub>2</sub> emissions (Metric tons) on the select corridors.</p>
7.	Standards/SPS	<p>a. Number of MSMEs certified per country by the respective quality institutions.</p> <p>b. Average number of samples tested per month for national testing facilities (disaggregated per country)</p> <p>c. Average cost of testing services and certification services (per country)</p> <p>d. Average time taken to test agri-food products and release of results (per country)</p> <p>e. Number of interceptions in key export markets due to non-compliance with Standards and SPS measures for priority value chains (per country)</p>
8.	Digital Systems	<p>a. Transaction volumes on the existing digital trade platforms (per country)</p> <p>b. Number of customs-to-customs data exchanges via SIGMAT per year (per country)</p> <p>c. Average time to issue and verify Certificates of Origin (COOs) under the AfCFTA e-CO system.</p> <p>d. Average time to process export/import transit documents between ECOWAS Member States.</p> <p>e. Percentage of customs transactions processed digitally through</p>

		<p>ECOWAS e-CO platform.</p> <p>f. Average system uptime/downtime per month for national single window systems (e.g., GUCE).</p>
9.	Inclusion and Cross Border Trade	<p>a. Trade volumes for cross border traders (per country, disaggregated by targeted borders)</p> <p>b. Value of trade for cross border traders (per country, disaggregated by targeted borders)</p> <p>c. Cost to cross borders for cross border traders (per country, disaggregated by targeted borders)</p> <p>d. Number of small traders using simplified trade procedures (per country, disaggregated by targeted borders)</p> <p>e. Percentage of cross border traders accessing e-commerce and e-payment solutions (per country, disaggregated by targeted borders)</p> <p>f. Number of cross border traders accessing finance and the sources of the financing (per country, disaggregated by targeted borders)</p> <p>g. Reported incidences of harassment at the targeted borders (per country, disaggregated by targeted borders)</p> <p>h. Number of ECOWAS ID users at selected borders</p> <p>i. Number of traders accessing information and services through digital and physical platforms and the types of digital systems</p> <p>j. Social and economic empowerment index (weighted average index score) of the cross-border traders</p>

## Annex 2: Cross-Cutting Themes

The baseline assessment will integrate key cross-cutting themes aligned with TradeMark Africa (TMA) strategic priorities and the European Union Global Gateway agenda. These themes: Gender Equality and Social Inclusion (GESI), Environmental Sustainability and Climate Resilience, Governance and Safeguarding, and Digital Transformation will be systematically mainstreamed across baseline design, data collection, analysis, and reporting. Cross-cutting issues will not be assessed as stand-alone components but embedded across all thematic Workstreams and baseline instruments.

1. Gender Equality and Social Inclusion (GESI). Gender equality and inclusion are central to the programme, particularly under Workstream 4. The baseline will apply gender-responsive and inclusive approaches by:

- Ensuring collection and analysis of sex-, age-, and disability-disaggregated data across relevant indicators
- Assessing participation, access, and outcomes for women, youth, and persons with disabilities in cross-border trade, policy processes, and digital trade systems
- Reviewing institutional capacity for gender mainstreaming within customs administrations, corridor management bodies, and regional institutions
- Identifying key barriers faced by women and vulnerable groups, including safety, harassment, and access to finance and technology, to inform targeted interventions and adaptive programming.

2. Environmental Sustainability and Climate Resilience. In line with EU Green Deal and Global Gateway priorities, the baseline will integrate environmental and climate considerations to support greener and more resilient trade systems. It will:

- Assess environmental performance of corridor and border infrastructure, including energy use,

waste management, and opportunities for renewable energy solutions.

- Establish baseline information on adoption of green and climate-smart practices by institutions and traders.
- Identify opportunities to strengthen environmental safeguards and climate resilience within trade facilitation and digital system design.

3. Governance, Safeguarding, and Ethics. Strong governance and safeguarding principles will underpin baseline implementation. The baseline will:

- Uphold ethical research standards, including informed consent, confidentiality, and data protection.
- Integrate anti-corruption, human rights, and safeguarding lenses in the analysis of trade governance and institutional performance.
- Ensure the safety, dignity, and protection of women and vulnerable respondents during data collection, in line with TMA safeguarding and Do No Harm policies.

4. Digital Transformation and Data Governance. Given the programme's strong digitalisation focus, the baseline will assess digital readiness, inclusion, and governance by:

- Examining institutional and trader-level access to, and capacity to use, digital trade platforms (e.g. SIGMAT, customs systems, Trade Information Portals)
- Assessing interoperability, data-sharing arrangements, and data governance practices across border management systems

Identifying digital inclusion gaps, particularly affecting women and MSMEs, to inform the design of inclusive digital services and e-trade solutions.

## **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**

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

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

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

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

**Membership in Professional Associations and Publications:**

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

Language	Reading	Writing	Speaking

**Adequacy for the Assignment:**

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

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

**Certification:**

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

{Day/month/year}

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

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

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

**ANNEX 4 – FIRM EXPERIENCE**

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

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

**ANNEX 5 – TEAM COMPOSITION**

***Proposed Personnel***

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

**Team Composition and Task Assignments**

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

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

***C - On the Terms of Reference***

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

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

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

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

### a) **Technical Approach and Methodology.**

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

### b) **Work Plan.**

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

### c) **Organization and Staffing.**

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

STAFFING SCHEDULE<sup>1</sup>

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

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



**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)**



**PROPOSAL BREAKDOWN - PERSONNEL INPUTS AND FEE RATES**

NAME	COUNTRY <i>(PLEASE SPECIFY)</i>	NO DAYS	DAILY FEE RATE (\$)	COST (\$)
Long Term*				
Short Term				
<b>TOTAL FEES</b>				\$

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

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

## **ANNEX 6: DRAFT CONTRACT TEMPLATE**

### **CONTRACT FOR CONSULTANCY SERVICES**

#### **Section 1 – Form of Contract**

CONTRACT FOR: [Insert Title here]

CONTRACT REFERENCE: [Insert Number here]

**THIS CONTRACT** dated [Insert date here] is made.

#### **BETWEEN:**

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

#### **AND**

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

#### **WHEREAS:**

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

**IT IS HEREBY AGREED** as follows:

#### **1. Documents**

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

Section 1 Form of Contract

Section 2 General Conditions

Section 3 The Services

Section 4 Special Conditions and Key Personnel

Section 5 Fees

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

#### **2. Contract Signature**

If the original Contract is not returned to - TMA duly completed, signed and dated on behalf of the Consultant within 15 days of the date of signature on behalf of TMA, TMA will be entitled, at its sole discretion, to declare this Contract void. No payment will be made to the Consultant under this Contract until a copy of the Contract, signed on behalf of the Consultant is returned to TMA.

### 3. Commencement and Duration of the Services

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

### 4. Financial Limit

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

### 5. Time of the Essence

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

For and on behalf of TMA

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

For and on behalf of the consultant

Name:  
Signature:  
Date:

## CONTRACT FOR CONSULTANCY SERVICES

### Section 2 – General Conditions

#### 1. Definitions

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

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

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

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

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

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

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

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

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

## **2. Interpretation**

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

## **3. Project management**

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

## **4. Obligations**

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

## **5. Indemnification**

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

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

## **6. Consultant's Personnel**

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

## **7. Fees**

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

## **8. Expenses**

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

## **9. Invoicing Instructions**

- a. Invoices should particularise the contract to which they relate and should be sent to the address referenced in Section 5.

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

#### **10. Payments**

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

#### **11. Nature of relationship**

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

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

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

#### **12. Performance Standards**

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

#### **13. Termination and Suspension**

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

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

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

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

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

#### **14. Confidentiality**

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

#### **15. Ownership of Material**

- a. Any studies, reports, or other material, graphic, software or otherwise, prepared by the Consultant for TMA under the Contract shall belong to and remain the property of TMA.
- b. Where intellectual property rights in all material produced by the Consultant or the Consultant's Personnel pursuant to the performance of the Services ("the Material") are the property of the Consultant, the Consultant hereby grants to TMA a worldwide, nonexclusive, irrevocable, royalty free licence to use all the Material.
- c. "use" shall mean, without limitation, the reproduction, publication, and sub-licence of all the Material and the intellectual property rights therein, including the reproduction and sale of the Material and products incorporating the same for use by any person or for sale or other dealing anywhere in the world.

#### **16. Bribery, Conflict of Interest, Corruption and Fraud**

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

- i. Participate in the selection, award or administration of a contract, grant or other benefit or transaction funded by the Contract, in which the person, members of the person's immediate family or his or her business partners, or organisations controlled by or substantially involving such person, has or have any financial interest.

- ii. Participate in transactions involving organisations or entities with which or whom that person is negotiating or has any arrangement concerning prospective employment.
- iii. Offer, give, solicit, or receive, directly or indirectly, gratuities, favours, gifts or anything else of value to influence the action of any person involved in the procurement process or contract execution.
- iv. Misrepresent or omit facts to influence the procurement process or execution of the contract.
- v. Engage in a scheme or arrangement between two or more bidders, with or without the knowledge of the Consultant designed to establish bid prices at artificial, non-competitive levels; or
- vi. Participate in any other practice that is or could be construed as an illegal, corrupt or a conflict of interest in the country of operation.

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

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

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

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

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

## **17. Anti-terrorism and Organised Crime**

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

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

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

## **18. Safeguarding**

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

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

## **19. Code of Ethics**

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

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

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

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

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

## **20. Subcontracting**

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

## **21. Law Governing Contract and Language**

The language of the contract and the applicable law governing the contract shall be English and the Laws of [INSERT] respectively unless otherwise stated. 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)
<b>TOTAL</b>		

#### 2. Invoicing instructions

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

## ANNEX 7: EMAIL SUBMISSION GUIDELINES

### Guidelines for Bidders for Bid Submissions via Email

#### 1.1 Bidder Guidance for Emailed Submissions

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

#### 1.2 Possible Reasons for Emailed Submission Rejection

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

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

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

- a) If the collective size of the emailed attachments **exceeds 5 MB**, the bidders should resubmit through multiple emails or may use other modes such **WeTransfer, Dropbox, or 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.trademarkafrica.com/procurement-faqs/](http://www.trademarkafrica.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](mailto:procurement@trademarkafrica.com)*

*[www.trademarkafrica.com](http://www.trademarkafrica.com)*