



ECOWAS COMMISSION
COMMISSION DE LA CEDEAO
COMISSÃO DA CEDEAO

SELECTION OF CONSULTANTS

REQUEST FOR PROPOSALS (RFP)

FOR

**CONSULTANCY SERVICES TO UNDERTAKE NEEDS ASSESSMENT, DETAILED ENGINEERING DESIGN,
AND PREPARATION OF TENDER DOCUMENTS FOR THE REHABILITATION, MODERNIZATION, AND
CONSTRUCTION OF PRIORITY FACILITIES ALONG THE ABIDJAN–LAGOS CORRIDOR**

TENDER NUMBER: PRQ20251432

FINANCED AND PROCURED BY TRADEMARK AFRICA



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TABLE OF CONTENTS

Section 1: Letter of Invitation	4
Section 2 Instructions to Consultants and Data Sheet.....	6
A. General provisions	6
1. Definitions.....	6
2. Introduction	7
3. Conflict of interest	8
4. Unfair competitive advantage	9
5. Code of Conduct	9
6. Eligibility.....	9
B. Preparation of proposals	11
7. General considerations	11
8. Cost of preparing the proposal	11
9. Language	11
10. Documents comprising the proposal.....	11
11. A single proposal.....	11
12. Validity of the proposal.....	12
13. Clarification and modification of the tender	13
14. Preparation of proposals – Specific considerations.....	13
15. Format and content of the technical proposal	14
16. Financial proposal	14
C. Submission, opening and evaluation.....	15
17. Submission, sealing and marking of proposals	15
18. Confidentiality.....	16
19. Opening of technical proposals	16
20. Evaluation of proposals.....	16
21. Evaluation of technical proposals	17
22. Financial proposals for QBS	17
23. Public opening of financial proposals (for QCBS, FBS and LCS methods)	17
24. Correction of errors	18

25 Taxes	21
26 Conversion to single currency	18
27. Combined quality and cost assessment	18
D. Negotiations and award	20
28. Negotiations	20
29. Conclusion of negotiations	21
30. Awarding of the contract.....	21
Section 3: Technical proposal – Standard forms	37
Form TECH-1	38
Form TECH-2 (for the complete technical proposal only)	40
Form TECH-3 (for the complete technical proposal).....	43
Form TECH-4 (for the complete technical proposal only)	44
Form TECH-4 (for simplified technical proposal only) - N/A.....	45
Form TECH-5 (for FTP and STP)	46
Form TECH-6 (for FTP and STP)	47
FAIR PRICE AND NON-COLLUSION DECLARATION FORM.....	58
Section 5: TradeMark Africa - Code of Conduct	67
Section 6: Terms of Reference	85
1 Background	85
2. Objectives of this mission	85
4. Recipient:.....	86
5. Scope of work	87
6. Methodology	88
7. Coordination of the mission	105
8. Schedule and deliverables	105
Section 7: General terms and conditions of the contract.....	111
Section 7: General terms and conditions of the contract.....	115
Section 8 Special terms and conditions of the contract	133
Agreement.....	141
1.1 APPENDIX A STATEMENT OF REQUIREMENTS	141
1.2 APPENDIX B KEY PERSONNEL AND SUBCONTRACTORS	141

1.3 APPENDIX C BREAKDOWN OF CONTRACT PRICE IN FOREIGN CURRENCY141

1.4 Performance bond..... **142**

1.5 Advance payment guarantee **142**

1.6 Guidelines for sending emails **145**

PART I

Section 1: Letter of invitation

Call for tenders no. PRQ20251432

Date: 08th June 2026

Dear Sir/Madam,

1. 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. Our focus on reducing the cost and time of trading across borders through enhanced trade policy, better trade infrastructure, standards that work for businesses, greater use of digital innovations and a focus on creating trade access for vulnerable groups, has contributed to substantially lower cargo transit times, improved border efficiency, and reduced trade barriers. TMA has expanded in recent years to operate in 14 countries across East, West and Southern Africa as well as the Horn, with registration underway in a further six countries. TMA operates on a not-for-profit basis and is funded by 12 institutional and philanthropic development partners. TMA works closely with regional and continental organisations, national Governments, the private sector and civil society organisations to deliver results that drive shared prosperity and reduce poverty.

For more information, please visit www.trademarkafrica.com

2. The client now invites the shortlisted firms to provide the following consultancy services (hereinafter referred to as "services"): Consultancy Services to Undertake Needs Assessment, Detailed Engineering Design, and Preparation of Tender Documents for the Rehabilitation, Modernization, and Construction of Priority Facilities along the Abidjan–Lagos Corridor. Further details on the services are provided in the terms of reference (section 7).
3. A company will be selected according to quality and cost-based selection (QCBS) procedures and in a full technical proposal (FTP) format as described in this request for proposals.
4. The tender comprises the following documents:
 - Section 1 - Letter of Invitation
 - Section 2 - Instructions to Consultants and Data Sheet
 - Section 3 - FTP Technical Proposal - Standard Forms
 - Section 4 - Financial Proposal - Standard Forms
 - Section 5 - TMA Code of Conduct
 - Section 6 - Terms of Reference
 - Section 7 - Standard contract forms (lump sum)

5. Please note that any announcements, modifications or amendments to this tender will be communicated to all shortlisted firms via the e-mail addresses provided. The shortlisted firms are requested to check their e-mails regularly throughout the tender period.

6. Details regarding the date, time and address for submission of proposals are provided in clauses 17.7 and 17.9 of the IC in the tender specifications.

Yours sincerely,

Joe Namwaya

Head of Procurement - TradeMark Africa

procurement@trademarkafrica.com

Section 2 Instructions to Consultants and Data Sheet

A. General provisions

1. Definitions

- (a) The term "affiliate(s)" refers to a natural or legal person who directly or indirectly controls the consultant, is controlled by the consultant, or is under common control with the consultant.
- (b) "Applicable guidelines" means TradeMark Africa's policies governing the contract selection and award process, as set out in this request for proposals.
- (c) "Applicable Law" means the laws and any other instruments having the force of law in the customer's country or in any other country specified in the **Data Sheet**, as may be published and in force from time to time.
- (d) "Financier" refers to TradeMark Africa (TMA).
- (e) "Recipient " means the government, government agency or other entity that signs the funding agreement with TMA.
- (f) "Client/Beneficiary" means the implementing agency that signs the contract with the selected consultant.
- (g) "Consultant" means a legally established professional consulting firm or entity that can provide or does provide services to the Client under the Contract.
- (h) "Contract" means a legally binding written agreement signed between the Financier and the Consultant and includes all attached documents listed in clause 1 (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC) and the annexes).
- (i) "Data Sheet" means an integral part of Section 2 of the Instructions to Consultants (IC) which is used to reflect the specific conditions of the country and the assignment in order to supplement or modify the provisions of the IC.
- (j) "Day" means a calendar day.
- (k) "Experts" means, collectively, key experts, non-key experts or any other staff members of the consultant, sub-consultant or joint venture members.

- (l) "Government" means the beneficiary government of the client/beneficiary country.
- (m) "Joint venture (JV)" means an association with or without legal personality separate from that of its members, composed of several consultants, in which one member has the power to conduct all activities on behalf of and in the name of all members of the joint venture, and in which the members of the joint venture are jointly and severally liable to the client for the performance of the contract.
- (n) "Key Expert(s)" means a professional whose skills, qualifications, knowledge, and experience are essential to the performance of the services under the contract and whose CV is considered in the technical evaluation of the consultant's proposal.
- (o) "IF" (this Section 2 of the Request for Proposals) means the Instructions to Consultants, which provide potential consultants with all the information necessary to prepare their proposals.
- (p) "LOI" (this Section 1 of the Request for Proposals) means the letter of invitation sent by the Financier and client to potential consultants.
- (q) "Non-key expert(s)" means an individual professional provided by the consultant or their sub-consultant who is responsible for performing the services or part of the services under the contract and whose CV is not evaluated individually.
- (r) "Proposal" means the consultant's technical proposal and financial proposal.
- (s) "Tender" means the tender to be prepared by the donor for the selection of consultants, based on the Request for Proposals (RFP).
- (t) "Services" means the work to be performed by the consultant in accordance with the contract.
- (u) "Sub-consultant" means an entity to which the consultant intends to subcontract part of the services while remaining accountable to the client during the performance of the contract.

- (v) "TOR" (this Section 6 of the tender) means the **terms of reference** that explain the objectives, scope of work, activities and tasks to be performed, respective responsibilities of the client and the consultant, and the expected results and deliverables of the assignment.

2. Introduction

2.1 The Financier named in the **Data Sheet** intends to select a consultant from among the interested bidders who submit bids deemed compliant with the selection method specified in the **Data Sheet**.

2.2 Consultants are invited to submit a technical proposal and a financial proposal, as specified in the **Data Sheet**, for the consultancy services required for the assignment mentioned in the **Data Sheet**. The proposal will serve as the basis for negotiation and, ultimately, for the signing of the contract with the selected and competitive consultant.

2.3 Consultants should familiarise themselves with local conditions and take them into account in the preparation of their proposals, in particular by participating in a **pre-bid conference**, as specified in the **Data Sheet**.

2.4 The client will provide, in a timely manner and at no cost to the consultants, the information, relevant project data and reports necessary for the preparation of the consultant's proposal, as specified in the **Data Sheet**.

3. Conflict of interest

3.1 The consultant is required to provide professional, objective and impartial advice, giving priority at all times to the interests of the client and the donor, strictly avoiding any conflict with other assignments or his own commercial interests, and acting without regard to future contracts.

3.2 The consultant is required to disclose to the client and the donor any actual or potential conflict that affects his or her ability to serve the client's best interests. Failure to disclose such situations may result in the consultant's disqualification or termination of his or her contract and/or sanctions by the client.

3.2.1 Without limiting the generality of the foregoing, and unless otherwise specified in the **Data Sheet**, the consultant may not be engaged in the following circumstances:

a. Conflicting activities

- (i) Conflict between consultancy activities and the procurement of goods, works or services other than consultancy services: a company that has been engaged by the client to provide

goods, works or services other than consultancy services for a project, or one of its subsidiaries, shall be disqualified from providing consultancy services resulting from or directly related to those goods, works or services other than consultancy services. Conversely, a firm engaged to provide consultancy services for the preparation or implementation of a project, or one of its subsidiaries, may not subsequently provide goods, works or services unrelated to consultancy arising from or directly related to the consultancy services for such preparation or implementation.

b. Conflicting assignments

(ii) Conflict between consultancy assignments: a consultant (including its experts and sub-consultants) or one of its affiliated companies may not be engaged for an assignment which, by its nature, could conflict with another assignment of the consultant for the same client or for another client.

c. Conflicting Relationship

(iii) Relationships with client personnel: A consultant (including its experts and sub-consultants) who has a close professional or family relationship with a member of the beneficiary's professional staff (or the client's, or the implementing agency's, or a beneficiary of part of the client's funding) who is directly or indirectly involved in any of the following stages (i) the preparation of the assignment specifications, (ii) the selection process for the contract, or (iii) the supervision of the contract, may not be awarded a contract unless the conflict arising from that relationship has been resolved in a manner acceptable to the donor throughout the selection process and the execution of the contract.

4. Unfair competitive advantage

4.1 Fairness and transparency in the selection process require that consultants or their affiliates competing for a specific assignment not gain a competitive advantage from having provided consulting services related to the assignment in question. To this end, the client must indicate in the **Data Sheet** and make available to all potential consultants, together with this request for proposals, any information that would give these consultants an unfair competitive advantage over competing consultants.

5. Code of Conduct

5.1 The funding agency requires compliance with its code of Conduct policy, as set out in **section 5**.

5.2 In line with this policy, the consultant must authorise and ensure that its agents, experts, sub-consultants, subcontractors, service providers or suppliers to allow the Financier or the client to inspect all accounts, records and other documents relating to the submission of the proposal

and the performance of the contract (if awarded), and to have them verified by auditors appointed by the Financier or the client.

6. Eligibility

6.1 The client authorises consultants (companies, including joint ventures and their members) from all countries to offer consulting services for projects financed by the TMA.

6.2 In addition, it is the consultant's responsibility to ensure that its experts, joint venture members, sub-consultants, agents (whether declared or not), subcontractors, service providers, suppliers and/or their employees meet the eligibility requirements set by the donor in the applicable guidelines. In , bidders are required to submit the administrative compliance documents indicated in the **Data Sheet**.

6.3 As an exception to clauses 6.1 and 6.2 above:

a. Sanctions

6.3.1 A company or individual sanctioned by the Donor "European Union (EU)" in accordance with clause 5.1 above or in accordance with the "Code of Conduct" shall not be eligible to be awarded a contract funded by the TMA, nor to benefit from a contract funded by the TMA, financially or otherwise, during the period determined by the donor. The list of excluded companies and individuals is available at the email address indicated in the **Data Sheet**.

b. Prohibitions

6.3.2 Companies and individuals from a country or goods manufactured in a country may be ineligible if indicated in section 5 ("Code of Conduct") and:

- (a) under law or official regulation, the beneficiary's country prohibits trade relations with that country, provided that the funder is satisfied that this exclusion does not prevent effective competition for the provision of the required services; or
- (b) pursuant to a decision of the United Nations Security Council under Chapter VII of the United Nations Charter, the beneficiary country prohibits any importation of goods from that country or any payment to a country, person or entity in that country.

c. Restrictions applicable to public enterprises

6.3.3 Public enterprises or institutions in the beneficiary country are eligible only if they can demonstrate (i) that they are legally and financially autonomous, (ii) that they operate under commercial law, and (iii) that they are not agencies dependent on the customer.

To establish its eligibility, the public enterprise or institution must provide all relevant documents (including its articles of association) sufficient to demonstrate that it is a legal entity separate from the government; that it does not currently receive any substantial subsidies or budgetary support; it is not required to transfer its surpluses to the government; it can acquire rights and obligations, borrow funds, be required to repay debts, and be declared bankrupt; and it is not competing for a contract awarded by the government department or agency that, under applicable laws or regulations, is its controlling or supervisory authority or has the ability to exercise influence or control over it.

d. Restrictions for public officials

6.3.4 Government officials and civil servants of the Recipient's country may not be included as experts in the consultant's proposal, unless such participation is not contrary to the laws, regulations or policies of the recipient's country regarding employment or other matters, and they

(i) are on leave of absence without pay, or have resigned or retired;

(ii) are not being hired by the same agency they were working for before going on leave of absence without pay, resigning, or retiring

(in the event of resignation or retirement, for a period of at least six (6) months or for the period specified in the legal provisions applicable to civil servants or government employees in the beneficiary country, whichever is longer. Experts employed by universities, educational institutions or public research institutes are not eligible unless they have been employed full-time by their institution for at least one year prior to being included in the consultant's proposal; and

(iii) Their hiring would not create a conflict of interest.

B. Preparation of proposals

7. General considerations

7.1 When preparing the proposal, the consultant is required to review the request for proposals in detail. Any significant gaps in the information requested in the request for proposals may result in the proposal being rejected.

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- 8. Cost of preparing the proposal** 8.1 The consultant shall bear all costs associated with the preparation and submission of their proposal, and the donor shall not be responsible for these costs, regardless of the conduct or outcome of the selection process. The client is not obliged to accept any proposal and reserves the right to cancel the selection process at any time prior to the award of the contract, without incurring any liability to the consultant.
- 9. Language** 9.1 The proposal, as well as all correspondence and documents relating to the proposal exchanged between the consultant and the funding agency, must be written in the language(s) specified in the Data Sheet. Any other language will result in the document being rejected; in the case of translation, it must be endorsed by a certified translator.
- 10. Documents comprising the proposal** 10.1 The proposal must include the documents and forms listed in the **Data Sheet**.
10.2 As specified in the **Data Sheet**, the consultant must include a **statement in** which he undertakes to comply, in the context of the submission and performance of a contract, with the client country's laws against fraud and corruption (including bribery).
10.3 The consultant must provide information on commissions, gratuities and fees, if any, paid or to be paid to agents or any other party in connection with this proposal and, if the contract is awarded, with the performance of the contract, as requested in the financial proposal submission form (section 4).
- 11. One proposal only** 11.1 The consultant (including individual members of any joint venture) must submit only one proposal, either on his or her own behalf or as part of a joint venture in another proposal. If a consultant, including any member of a joint venture, submits or participates in multiple proposals, all such proposals will be disqualified and rejected. However, this does not prevent a sub-consultant or the consultant's staff from participating as key experts and non-key experts in multiple proposals where circumstances warrant and if indicated in the **Data Sheet**.
- 12. Validity of the proposal** 12.1 The Data Sheet specifies the period during which the consultant's proposal must remain valid after the deadline for submission of proposals.
12.2 During this period, the consultant must maintain their initial proposal without any changes, including the availability of key experts, proposed rates and total price.
12.3 If it is established that a key expert designated in the consultant's proposal was not available at the time of submission of the proposal or was included in the proposal without their confirmation, that proposal will be disqualified and rejected for further evaluation and may be subject to penalties in accordance with clause 5 of this IC.

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- a. Extension of the validity period**
- 12.4 The funding agency will make every effort to complete negotiations during the validity period of the proposal. However, if necessary, the funding agency may request in writing that all consultants who submitted proposals before the submission deadline extend the validity of their proposals.
- 12.5 If the consultant agrees to extend the validity of their proposal, this shall be done without any changes to the initial proposal and with confirmation of the availability of key experts.
- 12.6 The consultant has the right to refuse to extend the validity of his proposal, in which case it will not be evaluated.
- b. Replacement of key experts in the event of an extension of validity**
- 12.7 If any of the key experts is no longer available during the period of extension of validity, the consultant must provide adequate written justification and evidence satisfactory to the client, together with the request for replacement. In this case, the replacement key expert must have qualifications and experience equal to or greater than those of the key expert initially proposed. However, the technical evaluation score will remain based on the evaluation of the initial key expert's CV.
- 12.8 If the consultant fails to provide a replacement key expert with equal or higher qualifications, or if the reasons or justifications provided for the replacement are unacceptable to the client, the proposal will be rejected.
- c. Subcontracting**
- 12.9 The consultant shall not subcontract all or part of the services.
- 13. Clarification and modification of the tender**
- 13.1 The Consultant may request clarification on any part of the tender during the period specified in the **Data Sheet** prior to the deadline for submission of proposals. Any request for clarification must be sent in writing or by standard electronic means to the address of the Financier/Client indicated in the **Data Sheet**. The Client shall respond electronically (by e-mail), (including an explanation of the question but without identifying the source) to all potential consultants. If the Client deems it necessary to modify the tender following a clarification, it shall do so by following the procedure described below:
- 13.1.1 At any time before the proposal submission deadline, the Financier may amend the RFP by issuing an amendment in writing or by standard electronic means. The amendment shall be sent to all consultants and shall be binding on them.
- 13.1.2 If the amendment is substantial, the Financier may extend the deadline for submission of proposals in order to give consultants reasonable time to take the amendment into account in their proposals.
- 13.2 The consultant may submit a modified proposal or a modification of any part of it at any time before the deadline for

submission of proposals. No modifications to the technical or financial proposal will be accepted after the deadline.

14. Preparation of proposals – Specific considerations

14.1 When preparing the proposal, the consultant should pay particular attention to the following:

14.1.1 If a potential consultant believes that they can enhance their expertise for the assignment by partnering with other consultants in the form of a joint venture or as sub-consultants, they may do so if this is permitted in the **Data Sheet**.

14.1.2 The Client/Financier may indicate in the **Data Sheet** the estimated working time of key experts (expressed in person-months) or the total estimated cost of the assignment by the Client/Financier, but not both. This estimate is indicative and the proposal should be based on the consultant's own estimates in this regard.

14.1.3 If indicated in the **Data Sheet**, the consultant must include in their proposal at least the same working time (in the same unit as indicated in the **Data Sheet**) for key experts, failing which the financial proposal will be adjusted for the purposes of comparing proposals and awarding the contract in accordance with the procedure set out in the **Data Sheet**.

14.1.4 For assignments subject to the fixed budget selection method, the estimated working time of key experts is not disclosed. The total budget available, with an indication of whether it is an amount excluding tax or including all taxes, is indicated in the **Data Sheet**, and the financial proposal must not exceed this budget.

15. Format and content of the technical proposal

15.1 The technical proposal **must not** contain any financial information. A technical proposal containing significant financial information will be declared non-compliant and/or disqualified.

15.2 The consultant must not propose other key experts. Only one CV must be submitted for each key expert position. Failure to comply with this requirement will render the proposal non-compliant and will therefore result in its automatic disqualification.

15.3 For this assignment, the consultant is required to submit a complete technical proposal (FTP) as specified in the **Data Sheet** and using the standard forms provided in section 3 of the call for tenders.

- 16. Financial proposal**
- 16.1 The financial proposal must be prepared using the standard forms provided in section 4 of the tender. It must list all costs related to the assignment, including (a) remuneration for key and non-key experts, (b) reimbursable expenses indicated in the **Data Sheet**.
- a. Price adjustment**
- 16.2 For assignments lasting longer than 18 months, the clause on price adjustment based on foreign and/or local inflation for remuneration rates **does not** apply, as indicated in the **Data Sheet**.
- b. Taxes**
- 16.3 The consultant, their sub-consultants and experts are responsible for paying all taxes arising from the contract, unless otherwise specified in the Data Sheet. Information on the taxes applicable in the client's country is provided in the Data Sheet, but it is the consultant's responsibility to determine their tax obligations.
- c. Currency of the proposal**
- 16.4 The consultant may express the price of his/her services in the currency or currencies specified in the Data Sheet. If specified in the Data Sheet, the portion of the price representing the local cost must be expressed in the national currency.
- d. Currency of payment**
- 16.5 Payment under the contract shall be made in the currency or currencies specified in the proposal.

C. Submission, opening and evaluation

- 17. Submission, sealing and marking of proposals**
- 17.1 The consultant **must submit** a signed and complete proposal including the documents and forms in accordance with clause 10 (Documents comprising the proposal). The submission must be made in person (or by courier) as specified in the **Data Sheet**; the consultant **has no option** of submitting proposals electronically.
- 17.2 An authorised representative of the consultant must sign the original submission letters in the format required for the technical proposal and, where applicable, the financial proposal, and must initial all pages of both. Authorisation must take the form of a written power of attorney attached to the technical proposal.
- 17.2.1 A proposal submitted by a joint venture must be signed by all members in order to be legally binding on all members, or by an authorised representative who has a written power of attorney signed by the authorised representative of each member and in accordance with the legislation applicable to this assignment.
- 17.3 Any modification, revision, interlineation, deletion or overwriting is only valid if it is signed or initialled by the person signing the proposal.
- 17.4 The signed proposal must be marked "Original" and copies must be marked "Copy", as appropriate. The number of copies is

indicated in the **Data Sheet**. All copies must be made from the signed original. In the event of any discrepancy between the original and the copies, the original shall prevail.

17.5 The original and all copies of the technical proposal must be placed in a sealed envelope clearly marked "Technical Proposal", "[Name of the mission]", the reference number, the name and address of the consultant, and the warning "Do not open before [insert the date and time of the deadline for submission of the technical proposal]".

17.6 Similarly, the original financial proposal (if required for the applicable selection method) must be placed in a sealed envelope clearly marked "Financial Proposal", followed by the name of the mission, the reference number, the name and address of the consultant, and the warning "Do not open with the technical proposal".

17.7 The sealed envelopes containing the technical and financial proposals must be placed in an outer envelope and sealed. This outer envelope must bear the submission address, the tender reference number, the name of the assignment, the name and address of the consultant, and must be clearly marked "Do not open before [insert the time and date of the submission deadline indicated in the **Data Sheet**]".

17.8 If the envelopes and packages containing the proposal are not sealed and marked as required, the funder will not be liable for any loss, misplacement or premature opening of the proposal.

17.9 The proposal or any amendments thereto must be sent to the address indicated in the Data Sheet and received by the client at no later than the deadline indicated in the **Data Sheet**, or any extension of that deadline. Any proposal or amendment received by the funder after the deadline will be declared late and rejected, and will be returned promptly without being opened.

18. Confidentiality

18.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultant should not contact the Financier on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Consultants who submitted the Proposals or to any other party not officially concerned with the process, until the publication of the Contract award information.

18.2 Any attempt by potential consultants or anyone acting on behalf of the consultant to improperly influence the funder in the evaluation of proposals or contract award decisions may result in the

rejection of their proposal and be subject to the Financier's applicable sanction procedures.

18.3 Notwithstanding the above provisions, between the time of opening of proposals and the publication of the contract award, if a consultant wishes to contact the funding agency regarding any matter related to the selection process, they must do so in writing only and in accordance with this request for proposals.

19. Opening of technical proposals

19.1 The Financier's evaluation committee shall open the technical proposals in the presence of authorised representatives of potential consultants who choose to attend (in person or online if this option is offered in the Data Sheet). The date, time and address of the opening are indicated in the **Data Sheet**. Envelopes containing financial proposals shall remain sealed and shall be kept in a secure location until they are opened, in accordance with clause 23 of this IC.

19.2 When the technical proposals are opened, the following items shall be read aloud: (i) the name and country of the consultant or, in the case of a joint venture, the name of the joint venture, the name of the lead member and the names and countries of all members; (ii) the presence or absence of a duly sealed envelope containing the financial proposal; (iii) any changes made to the proposal before the deadline for submission of proposals; and (iv) any other information deemed appropriate or indicated in the Data Sheet.

20. Evaluation of proposals

20.1 Subject to the provisions of clause 17 of the IC, technical proposal evaluators shall not have access to financial proposals until the technical evaluation has been completed.

20.2 The consultant is not permitted to alter or modify its proposal in any way after the deadline for submission of proposals, except as permitted for in clause 13.1 of this IC. While evaluating the Proposals, the Financier will conduct the evaluation **solely** on the basis of the submitted Technical and Financial Proposals.

21. Evaluation of technical proposals

21.1 The Financier's evaluation committee will evaluate technical proposals based on their compliance with the specifications and the call for tenders, applying the evaluation criteria, sub-criteria and scoring system specified in the **Data Sheet**. Each compliant proposal will be assigned a technical score. A proposal will be rejected at this stage if it does not meet important aspects of the tender or if it does not achieve the minimum technical score indicated in the **Data Sheet**.

22. Financial proposals for QBS

22.1 Following the ranking of technical proposals, when selection is based solely on quality (QBS), the highest-ranked consultant is invited to negotiate the contract.

22.2 If financial proposals were requested at the same time as technical proposals, only the financial proposal of the consultant

ranked highest on a technical basis will be opened by the Financier's evaluation committee. All other financial proposals will be returned unopened once contract negotiations have been successfully concluded and the contract signed.

23. Public opening of financial proposals (for QCBS, FBS and LCS methods)

23.1 After the technical evaluation is completed, the Client shall notify those Consultants whose Proposals were considered non-responsive to the RFP and TOR or did not meet the minimum qualifying technical score (and shall provide information relating to the Consultant's overall technical score, as well as scores obtained for each criterion and sub-criterion) that their Financial Proposals will be returned unopened after completing the selection process and Contract signing. The Financier shall simultaneously notify in writing those Consultants that have achieved the minimum overall technical score and inform them of the date, time and location for the opening of the Financial Proposals. The opening date shall be a day after the technical evaluations' outcome notification. The Consultant's attendance at the opening of the Financial Proposals (in person, or online if such option is indicated in the Data Sheet) is optional and is at the Consultant's choice.

23.2 The Financial Proposals shall be opened by the Financier's evaluation committee in the presence of the representatives of those Consultants whose proposals have passed the minimum technical score. At the opening, the names of the Consultants, and the overall technical scores, including the break-down by criterion, shall be read aloud. The Financial Proposals will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. Copies of the record shall be sent to all Consultants who submitted Proposals and to the Client.

24. Correction of errors

24.1 Activities and items described in the technical proposal but not priced in the financial proposal are considered to be included in the prices of other activities or items, and no corrections are made to the financial proposal.

a. Fixed-term contracts

24.2 If a fixed-term contract form is included in the tender, the Financier's evaluation committee will (a) correct any calculation or arithmetic errors and (b) adjust the prices if they do not reflect all the data included for the respective activities or items in the technical proposal. In the event of a discrepancy between (i) a partial amount (subtotal) and the total amount, or (ii) between the amount obtained by multiplying the unit price by the quantity and the total price, or (iii) between words and figures, the former shall prevail. In the event of a discrepancy between the technical and financial proposals regarding the indication of input quantities, the technical proposal shall prevail and the donor's evaluation committee shall correct the quantification

indicated in the financial proposal to bring it into line with that indicated in the technical proposal, apply the relevant unit price included in the financial proposal to the corrected quantity and correct the total cost of the proposal.

b. Lump-sum contracts

24.3 If a lump sum contract form is included in the tender, the consultant shall be deemed to have included all prices in the financial proposal, so that no arithmetic corrections or price adjustments shall be made. The total price, including taxes, as defined in clause IC 25 below, specified in the financial proposal (form FIN-1) shall be considered the proposed price.

25. Taxes

25.1 The Client's evaluation of the consultant's financial proposal shall include the taxes and duties applicable in the client's country, in accordance with the instructions in the Data Sheet.

26. Conversion to a single currency

26.1 For evaluation purposes, prices shall be converted into a single currency using the exchange rates, source and date indicated in the Data Sheet.

27. Combined quality and cost evaluation

a. Selection based on quality and cost (QCBS)

27.1 In the case of QCBS, the total score is calculated by weighting the technical and client scores and adding them together according to the formula and instructions in the Data Sheet. The consultant with the highest combined technical and financial score will be invited to participate in negotiations.

b. Fixed budget selection (FBS)

27.2 In the case of FBS, proposals that exceed the budget will be rejected.

27.3 The funder will select the consultant who submitted the highest-ranked technical proposal that does not exceed the budget specified in the tender and invite that consultant to negotiate the contract.

- c. Lowest cost selection** 27.4 In the case of lowest cost selection (LCS), the client will select the consultant with the lowest total evaluated price among the consultants who have obtained the minimum technical score and invite that consultant to negotiate the contract.

D. Negotiations and award

- 28. Negotiations** 28.1 Negotiations shall take place on the date and at the address indicated in the **Data Sheet** with the consultant's representative(s), who must have written authorisation to negotiate and sign a contract on behalf of the consultant.
- 28.2 The funding agency will draw up minutes of the negotiations, which will be signed by the client and the consultant's authorised representative and will form an integral part of the contract if successful.
- a. Availability of key experts** 28.3 The invited consultant shall confirm the availability of all key experts mentioned in the proposal as a prerequisite for negotiations or, where applicable, their replacement in accordance with clause 12.7 of the IC. If the availability of key experts is not confirmed, the consultant's proposal may be rejected and the funder may proceed with contract negotiations with the next-ranked consultant.
- 28.4 Notwithstanding the foregoing, the replacement of key experts during negotiations may be considered if it is solely due to circumstances beyond the consultant's control and unforeseeable, including, but not limited to, death or medical incapacity. In such cases, the consultant shall propose a replacement key expert within the time limit specified in the letter of invitation to negotiate the contract, who shall have qualifications and experience equivalent to or greater than those of the original candidate.
- b. Technical negotiations** 28.5 Negotiations include discussions on the terms of reference (TOR), the proposed methodology, the client's contributions, the specific terms of the contract and the finalisation of the "Description of Services" section of the contract. These discussions shall not substantially alter the initial scope of services set out in the TOR or the terms of the contract, so as not to affect the quality of the final product, its price or the relevance of the initial assessment.
- c. Financial negotiations** 28.6 Negotiations focus in particular on clarifying the consultant's tax liability in the client's country and how this should be reflected in the contract.
- 28.7 If the selection method included cost as an evaluation factor, the total price indicated in the financial proposal for a fixed-price contract shall not be negotiated.

28.8 In the case of a fixed-term contract, unit rates are not subject to negotiation unless the proposed rates of remuneration for key and non-key experts are significantly higher than the rates normally charged by consultants for similar contracts. In such cases, the funding provider may request clarification and, if the fees are very high, request that the rates be modified after consultation with the client.

28.9 The format to be used for (i) providing information on remuneration rates in the case of quality-based selection and (ii) clarifying the structure of remuneration rates under clause 22.8 above is provided in Annex A to Financial Form FIN-3: Financial Negotiations - Breakdown of Remuneration Rates.

29. Conclusion of negotiations

29.1 Negotiations are concluded with a review of the finalised draft contract, which is then initialled by the funder and the consultant's authorised representative.

29.2 If negotiations fail, the Financier shall inform the consultant in writing of all outstanding issues and disagreements and give the consultant a final opportunity to respond. If the disagreement persists, the Financier shall terminate the negotiations and inform the consultant of the reasons for this decision. After obtaining the approval of the donor's tender committee, the donor invites the second-ranked consultant to negotiate a contract. Once the donor has entered into negotiations with the second-ranked consultant, it may not reopen the previous negotiations.

30. Award of the contract

30.1 Once negotiations are complete, the funding agency signs the contract, publishes the award information in accordance with the instructions in the Data Sheet, and promptly informs the other consultants who submitted technically competitive bids.

30.2 The consultant is required to commence the assignment on the date and at the location specified in the Data Sheet.

31. Derogations, reservations and omissions

31.1 During the evaluation of bids, the following definitions apply:

31.2 (a) 'Deviation' means a departure from the requirements specified in the tender documentation;

31.3 (b) A "reservation" is the setting of restrictive conditions or the refusal to accept in full the requirements specified in the tender documentation; and

31.4 (c) An "omission" is the failure to provide all or part of the information or documents required in the tender documentation.

32. Determination of compliance

32.1 The employer's determination of the compliance of a tender must be based on the content of the tender itself, as defined in clauses 15 and 16.

32.2 A substantially compliant bid is one that meets the requirements of the tender documentation without any material deviation, reservation or omission.

32.3 A material deviation, reservation or omission is one that, if accepted, would have the effect of: -

(i) substantially affect the scope, quality or performance of the services specified in the contract; or

(ii) substantially limit, contrary to the tender documentation, the rights of the employer or the obligations of the tenderer under the proposed contract; or

if rectified, would unfairly affect the competitive position of other tenderers submitting substantially compliant tenders.

32.4 The employer must review the technical aspects of the tender submitted to confirm that all requirements have been met without significant deviation, reservation or omission.

**33. Non-conformities,
errors and
omissions**

33.1 Provided that a bid is substantially responsive, the Employer may waive any non-conformity in the bid.

33.2 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.

E. Specific Data Sheet for the Tender

A. General	
Clause IC Reference	
1 (c)	Applicable law: CDI
2.1	<p>Name of Financier: TradeMark Africa</p> <p>Street Address: 7th Floor, Advantage Place Office Building/Floor : Mayor Road, Ridge West, City: Accra Country: Ghana Démocratique du Congo Telephone: +254204235000</p> <p>Email: procurement@trademarkafrica.com</p> <p>Tendering method: Open Procurement Tendering</p> <p>Selection method: Quality and Cost-Based Selection. (QCBS)</p> <p>Applicable Procurement guidelines : TradeMark Africa.</p>
2.2	<p>Financial proposal to be submitted with the technical proposal: Yes, to be submitted as two separate documents.</p> <p>The name of the assignment is: Consultancy Services to Undertake Needs Assessment, Detailed Engineering Design, and Preparation of Tender Documents for the Rehabilitation, Modernization, and Construction of Priority Facilities along the Abidjan–Lagos Corridor.</p>
2.3	<p>A Pre-Bid conference will take place at the following dates, time and places:</p> <p>Location: online via MS Teams.</p> <p>Address: online via MS Teams</p> <p>Date: 16th June 2026 1100hrs (CDI Time)</p> <p>Email: procurement@trademarkafrica.com</p> <p>Pre bid meeting link:</p>

	<p>Contact person/conference coordinator: Head of Procurement</p> <p>A site visit conducted by the Procuring Entity “shall NOT be” organized and shall NOT be part of the pre-bid meeting.</p>
2.4	The client shall provide the following information, project data, reports, etc. to facilitate the preparation of proposals: NONE.
4.1	None.
6.2	<p>The mandatory administrative documents required for eligibility are as follows: -</p> <ul style="list-style-type: none"> a) Valid power of attorney signed and stamped, in accordance with the legislation applicable to this consultancy assignment (Witnessed by a certified commissioner for oaths or a notary). b) Signed and stamped TMA Supplier Code of Conduct, attached as an appendix to this tender document. c) Technical and financial proposals must be submitted separately by email to procurement@trademarkafrica.com , both protected by a password. d) Certificate of incorporation. e) Certificate of Tax compliance. <p>The administrative documents required below (d and e) shall not be required at the bidding stage. These documents must be submitted by the successful bidder after completion of the evaluation process and upon notification of the award of the contract. If the successful bidder fails to submit the documents within the specified time limit after the waiting period, the contract award notification will be invalidated, and the second (2nd) highest ranked bidder will automatically be contacted and subjected to the same procedures prior to the conclusion of the contract.</p>
6.3.1	A list of debarred firms and individuals is available on the World Bank’s external website: www.worldbank.org/debarr and Procurement Authority debarment list in the Clients/recipients’ countries.
B. Preparation of proposals	
9.1	<p>This RFP has been issued in the English language.</p> <p>The proposal, as well as all correspondence and documents relating to the proposal exchanged between the consultant and TMA shall be written in the primary language - <u>English.</u></p>

10.1	<p>The proposal must include the following elements:</p> <p><u>For the COMPLETE TECHNICAL PROPOSAL (CTP):</u></p> <ol style="list-style-type: none"> (1) Power of attorney to sign the proposal (2) TECH-1 (3) TECH-2 (4) TECH-3 (5) TECH-4 (6) TECH-5 (7) TECH-6 (8) TECH-7 Code of Conduct (ESHS) <p><i>The consultant must submit the code of conduct that will apply to its key and non-key experts in order to ensure compliance with good environmental, social, health and safety (ESHS) practices. In addition, the consultant must submit an overview of how this code of conduct will be implemented. The successful consultant will be required to implement the agreed code of conduct upon award of the contract.</i></p> <p>AND</p> <ol style="list-style-type: none"> (1) FIN-1 (2) FIN-2 (3) FIN-3 (4) FIN-4 (5) Declaration of commitment (if required under Data Sheet 10.2 below)
10.2	Statement of Undertaking is required: Yes.
11.1	The participation of sub-consultants, key experts and non-key experts in multiple proposals is permitted: Yes
12.1	Proposals must remain valid for 120 calendar days after the deadline for submission of proposals, i.e. until 31st October 2026 .
12.9	Subcontracting of part of the Services is permitted . The Consultant shall remain fully responsible for the execution and quality of all Services, including any subcontracted works.
13.1	<p>Requests for clarification may be submitted no later than 7 days before the submission deadline, i.e. 19th June 2026.</p> <p>The contact details for requesting clarifications are as follows:</p>

	Attention: Head of Procurement TradeMark Africa, Email: procurement@trademarkafrica.com
14.1.1	Not applicable
14.1.2 (not to be used for the fixed budget method)	Estimated time spent by key experts: Not applicable , this shall be a Lump sum contract .
14.1.3 for time-based contracts only	The consultant's proposal must include the minimum working time of key experts: not applicable, Lump sum contract .
14.1.4 and 27.2	Not applicable.
15.2	The format of the technical proposal to be submitted is FTP Submission of a technical proposal in an incorrect format may result in the proposal being rejected on the grounds that it does not meet the requirements of the tender. All pages must be numbered and accompanied by a clear table of contents.
16.1	Not applicable.
16.2	A price adjustment clause applies to remuneration rates: No.
16.3	Information on the consultant's tax obligations in the client's country is available from the Directorate-General of Taxes (DGI), the Directorate-General of Administrative, Judicial, State Property and Participation Revenue (DGRAD) or the Directorate-General of Customs and Excise (DGDA).
16.	The financial proposal must be denominated in the following currencies: US dollars (USD \$) only.
C. Submission, opening and evaluation	
17.1	The consultant shall submit a signed and complete proposal including the documents and forms in accordance with clause 10 (Documents comprising the proposal). The submissions shall be made electronically to procurement@trademarkafrica.com .
17.5 and 17.7	The consultant must submit: (a) A separate password-protected technical proposal: (b) A separate password-protected financial proposal:

<p>17.10</p>	<p>Proposals must be submitted no later than: Date: 29th June 2026 Time: no later than 1400Hrs. (CDI time).</p> <p>Submissions must be made electronically.</p> <p>Please note that the maximum size of each email with attachments must not exceed 5 MB. Technical and financial proposals must be submitted as two separate documents in PDF format, in the same email or in separate emails.</p> <p><u>Technical and financial proposals MUST be password protected.</u></p> <p>Send your separate, password-protected technical and financial proposals to the following email address: <u>procurement@trademarkafrica.com</u> .</p> <p><i>Please refer to the email submission guidelines attached to this tender dossier.</i></p>
<p>19.1</p>	<p>An in-person or online option is available for the opening of technical proposals: No.</p>
<p>19.2</p>	<p>In addition, the following information will be read aloud during the opening of technical proposals: "N/A".</p>
<p>21.1 (for FTP)</p>	<p>Proposal evaluation process</p> <p>In order to ensure a fair, transparent and efficient selection process for the consultant (consulting firm), supervision of construction work on the road (1 km) and the Mahagi bridge the evaluation will take place in three phases, as follows:</p> <ol style="list-style-type: none"> 1. Phase 1: Evaluation of qualifications and eligibility (pass/fail) This phase verifies compliance with mandatory requirements. Bidders must meet all criteria to proceed to phase 2. Failure in any area will result in disqualification. <ul style="list-style-type: none"> • Legal registration and good standing (e.g., valid business licence, tax compliance certificate). • Power of attorney authorising the signing of the bid. This must be authenticated by a Notary Public, Commissioner of Oaths or any other authority legally competent to attest such documents under the laws of the bidder’s country of registration. • Signature of a joint venture agreement, if the Consultant is a joint venture. • A signed TradeMark Africa Supplier Code of Conduct (attached Section 5) 2. Phase 2: Technical evaluation (scored out of 100 points) Only bidders who have passed phase 1 will be evaluated here. Proposals are scored

based on the criteria below. A minimum score of 70% (70/100) is required to qualify for phase 3. The evaluation committee will assess the quality, relevance and compliance of the proposal with the terms of reference.

3. Phase 3: Financial evaluation (out of 30 points)
The financial proposals of technically qualified bidders (from phase 2) will be opened and scored out of 30 points per IC 27.1

Combined score and selection:

The final score will be calculated as follows: (technical score × 0.7) + (financial score × 0.3). The bidder with the highest combined score will be selected, subject to negotiations. In the event of a tie, priority will be given to the bidder with the highest technical score. Below are detailed tables showing the technical and financial evaluation criteria, with sub-criteria, maximum scores and evaluation guidelines.

Technical Evaluation Criteria (total : 100 points)

Main Criteria	Sub-Criteria	Score
1. Relevant Firm Experience (20%)	Demonstrate at least three years experience in preparation of technical studies, engineering designs and BoQ for infrastructure projects of similar nature and scale. Experience in successfully delivering projects within West Africa will be considered an added advantage.	8
	Proof of at least three (3) supervision assignments for civil works contracts under FIDIC or similar conditions over the last 10 years. Experience in successfully delivering projects within West Africa will be considered an added advantage.	6
	Demonstrate at least three years experience in border infrastructure / transport / logistics infrastructure projects. Experience in successfully delivering projects within West Africa will be considered an added advantage.	6
Subtotal		20
2. Methodology and Work Plan (25%)	Demonstrable understanding of the assignment objectives, corridor context and key implementation risks	5
	Methodology for technical surveys, study development and CAD preparation.	10
	Provide a SMART work plan indicating the supervision period, including a narrative and a tabular schedule. The workplan should include the staffing plan, coordination approach, and risk mitigation measures.	7

	Demonstrable understanding of the construction supervision and management, inspection and review of contractor's work and project monitoring, Dealing with non-conformities.	3
Subtotal		25
3. Qualifications of Key Experts (45%)		
Team Leader / Senior Civil Engineer	Provide evidence of postgraduate degree in Civil Engineering or equivalent. Provide the registration and practicing certificate issued by the Professional Engineering Institution. Preference will be given to registration with a Professional Engineering Institution in a West African country.	2
	Demonstrate post-qualification experience of least 10 years in infrastructure design and supervision. Experience within West Africa will be considered as an added advantage. Signed CV should be attached.	5
	Proven experience as Team Leader on transport or border infrastructure projects and familiarity with FIDIC contracts.	3
Transport / Highway Engineer	Should have higher diploma/ degree in Civil/Transport Engineering or equivalent. Evidence of certificate should be attached.	2
	Demonstrate at least 10 years' experience in road design, truck parking areas, and traffic circulation planning. Experience within West Africa will be considered as an added advantage. Signed CV should be attached.	3
Structural Engineer	Should have a higher diploma /degree in Structural Engineering or equivalent. Certificate should be attached.	2
	Demonstrate at least 10 years' experience in design of foundations, platforms and civil structures such as weighbridge installations. Experience within West Africa will be considered as an added advantage. Signed CV should be attached.	3
Water & Sanitation Engineer	Should have a higher diploma/ degree in Civil/Environmental Engineering. Certificate should be attached.	2
	Demonstrate at least 8 years' experience in design of sanitation and wastewater systems. Experience within West Africa will be considered as an added advantage Signed CV should be attached.	2
Quantity Surveyor / Cost Engineer	Should have a degree in Quantity Surveying/ Construction Economics or related field. Evidence of certificate should be attached.	2

		Demonstrate at least 10 years' experience in cost estimation, BOQs and contract administration. Signed CV should be attached	4
	Resident Engineer	Should have a degree in Civil Engineering or equivalent. Certificate should be attached.	2
		Demonstrate at least 10 years' experience in supervision of civil works and contract management under FIDIC conditions. Responsible for coordinating periodic supervision missions. Experience within West Africa will be considered as an added advantage. Signed CV should be attached.	4
	Topographic Surveyor	Should have a diploma or degree in Surveying/ Geomatics or equivalent.	1
		Demonstrate at least 5 years' experience in topographic and engineering surveys for infrastructure projects. Experience within West Africa will be considered as an added advantage. Signed CV should be attached	2
	Security Systems Expert (CCTV & Access Control)	Should have a degree in Electrical Engineering, ICT or Security Systems Engineering. Certificate should be attached.	1
		Demonstrate at least 8 years' experience in CCTV, access control and integrated security systems. Experience within West Africa will be considered as an added advantage. Signed CV should be attached	2
	Environmental & Social Safeguards Specialist	Should have a degree in Environmental Science, Environmental Engineering or Social Sciences	1
		Demonstrate at least 5 years' experience in environmental and social safeguards for infrastructure projects as well as I & O backups. Experience within West Africa will be considered as an added advantage.	2
	Subtotal		45
	4. Local Participation / Knowledge Transfer (10%)		
		Participation of local experts or firms in the assignment	5
		Knowledge transfer and capacity building approach	5
	Subtotal		10
	TOTAL		100
23.1	An online option for opening financial proposals is available: No.		
25.1	For evaluation purposes, bidders are responsible for including all identifiable indirect local taxes, such as sales taxes, excise duties, VAT or other similar charges applicable to		

	contractual invoicing and (b) any additional indirect taxes on the remuneration of services provided by personnel not resident in the beneficiary country.
26.1	Not applicable.
27.1 (QCBS only)	<p>This will only apply to proposals that achieve the minimum required score for technical merit (approach and methodology and work plan, including team structure and estimated number of person-days) and will be evaluated on a financial basis.</p> <p>The financial proposal (Fm) with the lowest score is assigned the maximum financial score (Sf) of 100.</p> <p>The formula for determining the financial scores (Sf) of all other proposals is calculated as follows:</p> <p>$Sf = 100 \times Fm / F$, where "Sf" is the financial score, "Fm" is the lowest price and "F" is the price of the proposal under consideration.</p> <p>The weightings assigned to technical (T) and financial (F) proposals are as follows:</p> <p>T = 70%, and</p> <p>F = 30%.</p> <p>Proposals are ranked according to their combined technical (St) and financial (Sf) scores, using the following weightings: $S = St \times T\% + Sf \times F\%$.</p>
	D. Negotiations and award
27.2	The estimated budget for this assignment is between USD 150,000.00 and USD 200,000.00 Inclusive All Applicable Taxes.
28.1	<p>Planned date and location for contract negotiations:</p> <p>To be confirmed (TBC).</p> <p>Email: procurement@trademarkafrica.com</p>
30.1	The RFP will be advertised via open procurement on TMA website : www.trademarkafrica.com
30.2	Expected start date of services: September 2026

Section 3: Technical proposal – Standard forms

CHECKLIST OF REQUIRED FORMS

REQUIRED for FTP or STP (v)		FORM	DESCRIPTION	Page limit
FTP	STP			
√	√	TECH-1	Technical proposal submission form.	
"√" If applicable		Attachment TECH-1	If the proposal is submitted by a joint venture, attach a letter of intent or a copy of an existing agreement.	
"√" If applicable		Power of attorney	A power of attorney valid under the laws of the Ghana. In the case of a joint venture, several powers of attorney are required: one power of attorney for the authorised representative of each member of the joint venture and one power of attorney for the representative of the lead member to represent all members of the joint venture.	
√		TECH-2	Consultant's organisation and experience (attach valid copies of evidence/supporting documents).	
√		TECH-2A	A. Consultant's organisation	
√		TECH-2B	B. Consultant's experience (attach valid copies of evidence/supporting documents).	
√		TECH-3	Comments or suggestions on the specifications and on the personnel and facilities provided by the client.	
√		TECH-3A	A. On the Terms of Reference	
√		TECH-3B	B. On the Counterpart Staff and Facilities	
√	√	TECH-4	Description of the approach, methodology and work plan for carrying out the mission	
√	√	TECH-5	Work schedule and deliverables planning	
√	√	TECH-6	Team composition, contributions of key experts, attached curriculum vitae (CV) and valid copies of certificates and attestations – the consultant must sign their CV.	
√	√	TECH-7	Code of Conduct (ESHS) – Environmental, Social, Health and Safety Practices (ESHS).	

All pages of the original technical and financial proposal must be initialled by the same authorised representative of the consultant who signs the proposal.

All pages must be numbered/serialised and correspond to the table of contents.

Form TECH-1

TECHNICAL PROPOSAL SUBMISSION FORM

{Place, date}

To ***[Client name and address]***

Dear Sirs

We, the undersigned, propose to provide consultancy services for ***[Insert title of assignment]*** in accordance with your request for proposals dated ***[Insert date]*** and our proposal. ***[Select the appropriate wording based on the selection method specified in the tender: "We hereby submit our proposal, which includes this technical proposal and a financial proposal sealed in a separate envelope" or, if only a technical proposal is requested, "We hereby submit our proposal, which includes only this technical proposal in a sealed envelope."].***

{If the consultant is a joint venture, insert the following: We submit our proposal as a joint venture with: {Insert a list with the full name and legal address of each member, and indicate the lead member}. We have attached a copy {insert: "of our letter of intent to form a joint venture" or, if a joint venture has already been formed, "of the joint venture agreement"} signed by each participating member, which details the likely legal structure and confirmation of the joint and several liability of the members of said joint venture, in accordance with the law applicable to this consultancy assignment.

{OR}

If the consultant's proposal includes sub-consultants, insert the following: We submit our proposal with the following companies as sub-consultants: {Insert a list with the full name and address of each sub-consultant.}

We hereby declare that:

- (a) All information and representations contained in this proposal are true, and we agree that any misrepresentation or false statement contained in this proposal may result in our disqualification by the client and/or be subject to penalties imposed by the client.
- (b) Our proposal is valid and remains binding on us for the period specified in the Data Sheet, clause 12.1.

- (c) We have no conflict of interest in accordance with IC 3.
- (d) We meet the eligibility requirements set out in CI 6 and confirm that we understand our obligation to comply with the client's code of conduct policy, in accordance with CI 5.
- (e) In connection with the tender submission (and, if awarded the contract, in connection with the performance of the contract), we undertake to comply with the laws in force in the client's country relating to the fight against fraud and corruption, including bribery.
- (f) Unless otherwise specified in the IC, we undertake to negotiate a contract on the basis of the key experts proposed. We accept that the replacement of key experts for reasons other than those set out in clauses 12 and 12.7 of the IC may result in the termination of contract negotiations.
- (g) Our proposal is binding and subject to any changes resulting from contract negotiations.
- h) Sexual exploitation and abuse (SEA) and/or sexual harassment (SH): *select the appropriate option from options (i) to (v) below and delete the others*].

We [in the case of a joint venture, insert: "including all members of our joint venture"] and all our subcontractors:

1. [have not been disqualified by any procuring entity (including the World Bank) for non-compliance with SE/SH obligations].
2. [are subject to disqualification by any procuring entity (including the World Bank) for non-compliance with EAS/HS obligations].
3. [have been disqualified by a procuring entity (including the World Bank) for non-compliance with EAS/HS obligations. An arbitration award on the disqualification case has been rendered in our favour.]
4. [have been disqualified by a procuring entity (including the World Bank) for non-compliance with EAS/HS obligations for a period of two years. We have subsequently provided and demonstrated that we have the necessary capabilities and commitment to comply with SEA and SH obligations in terms of prevention and response.]
5. [We have been disqualified by a procuring entity (including the World Bank) for non-compliance with EAS/HS obligations for a period of two years. We have

attached documentation demonstrating that we have the capacity and commitment to comply with EAS and HS prevention and response obligations.]

We undertake, if our proposal is accepted and the contract signed, to commence the services related to the assignment no later than the date specified in clause 30.2 of the Data Sheet.

We understand that the client is not obliged to accept the proposals it receives.

Yours faithfully,

Yours sincerely,

Authorised signature {full name and initials}:____

Name and title of signatory: ____

Name of consultant (company name or joint venture name):

In the capacity of: _____

Address: _____

Contact details (telephone and email): _

{In the case of a joint venture, all members must sign, or only the principal member may sign, in which case the power of attorney allowing them to sign on behalf of all members must be attached}

Form TECH-2 (for the complete technical proposal only)

CONSULTANT'S ORGANISATION AND EXPERIENCE

Form TECH-2: brief description of the consultant's organisation and overview of the consultant's recent Form TECH-2: a brief description of the Consultant's organization and an outline of the recent experience of the Consultant that is most relevant to the assignment. In the case of a joint venture, information on similar assignments shall be provided for each partner. For each assignment, the outline should indicate the names of the Consultant's Key Experts and Sub-consultants who participated, the duration of the assignment, the contract amount (total and, if it was done in a form of a joint venture or a sub-consultancy, the amount paid to the Consultant), and the Consultant's role/involvement.

A - Consultant's Organization

1. Provide here a brief description of the background and organization of your company, and – in case of a joint venture – of each member for this assignment.
2. Include organizational chart, a list of Board of Directors, and beneficial ownership

B - Consultant's Experience

1. List only previous similar assignments successfully completed in the last **ten (10)** years. (Refer to Template)
2. List only those assignments for which the Consultant was legally contracted by the Client as a company or was one of the joint venture partners. Assignments completed by the Consultant's individual experts working privately or through other consulting firms cannot be claimed as the relevant experience of the Consultant, or that of the Consultant's partners or sub-consultants, but can be claimed by the Experts themselves in their CVs. The Consultant should substantiate the claimed experience relevant to TORs requirement/s by attaching valid copies of relevant documents and references in the **Primary English language**.

Duration	Name of the assignment/brief description of the main deliverables/results	Name of client and country of assignment	Approximate contract value (in USD equivalent)/amount paid to your firm	Role in the assignment
{e.g., January 2009 – April 2010}	{e.g., "Improving the quality of": designing a master plan for the rationalisation of; }	{e.g., Ministry of, country}	{e.g., US\$1 million/US\$0.5 million}	{e.g., lead partner in a joint venture A&B&C}
{e.g., January– May 2008}	{e.g., "Support to subnational government...": drafting of secondary regulations on...}	{e.g., municipality of....., country}	{e.g., US\$0.2 million/US\$0.2 million}	{e.g., sole consultant}

Form TECH-3 (for the complete technical proposal)

COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE, COUNTERPART PERSONNEL AND FACILITIES TO BE PROVIDED BY THE CLIENT

Form TECH-3: comments and suggestions on the terms of reference that could improve the quality/effectiveness of the mission; and on the requirements for personnel and facilities provided by the client, including: administrative support, office space, local transport, equipment, data, etc.

A - On the terms of reference

{Improvements to the terms of reference, creativity, etc., if applicable}

B - Regarding counterpart personnel and facilities

{Comments on personnel and facilities provided by the client, e.g., administrative support, office space, local transport, equipment, data, background reports, etc.}

Form TECH-4 (for the full technical proposal only)

DESCRIPTION OF THE APPROACH, METHODOLOGY AND WORK PLAN IN RESPONSE TO THE TERMS OF REFERENCE

Form TECH-4: description of the approach, methodology and work plan for carrying out the assignment, including a detailed description of the proposed methodology and personnel.

{Suggested structure for your technical proposal (in FTP format):

- a) Technical approach and methodology
- b) Work plan and Gantt chart
- c) Organisation and staffing}

a) **Technical approach and methodology.** {Please explain your understanding of the mission objectives as described in the terms of reference (TOR), the technical approach and methodology you would adopt to implement the tasks in order to achieve the expected results, and the level of detail of these results. Please do not repeat/copy the TOR here.}

b) **Work plan.** {Please describe the plan for implementing the main activities/tasks of the assignment, their content and duration, phasing and interrelationships, milestones (including interim approvals by the client) and tentative report delivery dates. The proposed work plan should be consistent with the technical approach and methodology, and demonstrate your understanding of the TOR and your ability to translate them into a feasible work plan. A list of final deliverables (including reports) to be delivered as final outputs should be included here. The work plan should be consistent with the work schedule form.}

c) **Organisation and personnel.** {Please describe the structure and composition of your team, including a list of key experts, non-key experts and relevant technical and administrative staff.} Points will be awarded based on the time committed by key experts and the time spent in Somaliland.

Form TECH-4 (for simplified technical proposals only)

DESCRIPTION OF THE APPROACH, METHODOLOGY AND WORK PLAN FOR CARRYING OUT THE MISSION

Form TECH-4: description of the approach, methodology and work plan for carrying out the mission, including a detailed description of the proposed methodology and personnel assigned to training, if the terms of reference specify that training is a specific element of the mission.

{Suggested structure for your technical proposal}

- a) **Technical approach, methodology and organisation of the consultant's team.** {Please explain your understanding of the objectives of the assignment as described in the terms of reference (TOR), the technical approach and methodology you would adopt to implement the tasks in order to achieve the expected results; the level of detail of these results; and describe the structure and composition of your team. Please do not repeat/copy the TOR here.}
- b) **Work plan and staffing.** {Please describe the implementation plan for the main activities/tasks of the assignment, their content and duration, phasing and interrelationships, milestones (including interim approvals by the client) and tentative report delivery dates. The proposed work plan should be consistent with the technical approach and methodology, demonstrating a good understanding of the TOR and the ability to translate them into a feasible work plan and schedule, indicating the tasks assigned to each expert. A list of final documents (including reports) to be delivered as final outputs should be included here. The work plan should be consistent with the work schedule form.}
- c) **Comments (on the TOR and on the counterparty's personnel and facilities)**
{Your suggestions should be concise and relevant, and should be incorporated into your proposal. Please also include your comments, if any, on the counterpart personnel and facilities provided by the client. For example, administrative support, office space, local transport, equipment, data, reference reports, etc.}

Form TECH-5 (for FTP and STP)

WORK SCHEDULE AND DELIVERABLES PLANNING

No.	Deliverables ¹ (D-..)	Month												
		1	2	3	4	5	6	7	8	9	n	TOTAL	
D-1	{e.g., deliverable no. 1: report A													
	1) data collection													
	2) drafting													
	3) initial report													
	4) incorporation of comments													
	5) delivery of final report to client}													
D-2	{e.g., deliverable no. 2:.....}													
n														

- 1 List the deliverables, specifying the activities required to complete them and other benchmarks, such as client approvals. For phased assignments, list the activities, report submissions and benchmarks for each phase separately.
- 2 The duration of activities should be indicated in a bar chart.
3. If necessary, add a legend to make the chart easier to read.

**FORM TECH-6
(CONTINUED)**

CURRICULUM VITAE (CV)

Position Title and No.	{e.g., K-1, TEAM LEADER}
Name of Expert:	{Insert full name}
Date of Birth:	{day/month/year}
Country of Citizenship/Residence	

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

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

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

Membership in Professional Associations and Publications:(Please attached copies of certificates of memberships and professional affiliations)

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): _____

Adequacy for the Assignment:

<p>Detailed Tasks Assigned on Consultant’s Team of Experts:</p>	<p>Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks</p>
<p>{List all deliverables/tasks as in TECH- 5 in which the Expert will be involved}</p>	

Expert’s contact information : (e-mail....., phone.....)

Certification:

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

{Day/month/year}

Name of Expert

Signature

Date

{Day/month/year}

Name of authorized Representative of the Consultant (the same who signs the Proposal)

Signature

Date

Note: Failure by the consultant to sign the CV (physically or electronically), will have an impact on the scoring.

FORM TECH-7 (FOR THE COMPLETE TECHNICAL PROPOSAL ONLY)

[Note to client: include this requirement for the supervision of civil engineering contracts.]

**Code of Conduct
Environment, Social, Health and Safety (ESHS)**

The consultant must submit the code of conduct that will apply to its key and non-key experts to ensure compliance with good environmental, social, health and safety (ESHS) practices, as described in more detail in the terms of reference.

The consultant shall submit an overview of how the code of conduct will be implemented.

Code of Conduct Form for Consultant Staff (ES)**Note to the tenderer:**

The minimum content of the code of conduct form for the as defined by the employer must not be substantially modified. However, the tenderer may add appropriate requirements, in particular to take account of issues/risks specific to the contract.

The tenderer must initial and submit the code of conduct form as part of their tender.

CONDUCT CODE FOR CONSULTANT STAFF

We are the consultant, *[insert name of consultant]*. We have signed a contract with *[insert name of employer]* for *[insert description of consultancy service]*. This service will be provided at *[insert site and other locations where the work will be carried out]*. Our contract requires us to implement

measures to address environmental and social risks associated with supervision, including risks of sexual exploitation, sexual abuse and sexual harassment.

This code of conduct is part of the measures we have taken to address the environmental and social risks associated with the service. It applies to all our key experts, non-key experts, technical and administrative staff involved in this assignment, and other employees present at the work site or other locations where supervision is carried out. It also applies to the staff of each sub-consultant and any other staff assisting us in the supervision of the works. All such persons are referred to as "**consultant personnel**" and are subject to this Code of Conduct.

This code of conduct sets out the behaviour we require of all consultant personnel.

Our workplace is an environment where dangerous, offensive, abusive or violent behaviour is not tolerated and where all individuals should feel comfortable raising issues or concerns without fear of reprisal.

REQUIRED CONDUCT

Consultant staff must:

1. Carry out his/her duties competently and diligently;
2. Comply with this Code of Conduct and all applicable laws, regulations and other requirements, including requirements to protect the health, safety and well-being of other Consultant's Personnel and any other person;
3. Maintain a safe working environment including by:
 - a. Ensuring that workplaces, machinery, equipment and processes under each person's control are safe and without risk to health;
 - b. Wearing required personal protective equipment;
 - c. Using appropriate measures relating to chemical, physical and biological substances and agents; and
 - d. Following applicable emergency operating procedures.
4. Report work situations that he/she believes are not safe or healthy and remove himself/herself from a work situation which he/she reasonably believes presents an imminent and serious danger to his/her life or health;

5. Treat other people with respect, and not discriminate against specific groups such as women, people with disabilities, migrant workers or children;
6. Not engage in Sexual Harassment, which means unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature with other Consultant's or Employer's Personnel;
7. Not engage in Sexual Exploitation, which means any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another;
8. Not engage in Sexual Abuse, which means the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions;
9. Not engage in any form of sexual activity with individuals under the age of 18 (or specified legal age of the country), except in case of pre-existing marriage;
10. Complete relevant training courses that will be provided related to the environmental and social aspects of the Contract, including on health and safety matters, Sexual Exploitation and Abuse (SEA), and Sexual Harassment (SH);
11. Report to the relevant authority violations of this Code of Conduct; and
12. Not retaliate against any person who reports violations of this Code of Conduct, whether to us or the Employer, or who makes use of the grievance mechanism for Consultant's and Contractor's Personnel or the project's Grievance Redress Mechanism.

REPORTING CONCERNS

If any person observes behavior that he/she believes may represent a violation of this Code of Conduct, or that otherwise concerns him/her, he/she should raise the issue promptly. This can be done in either of the following ways:

1. Contact [*enter name of the Consultant's Social Expert with relevant experience in handling sexual exploitation, sexual abuse and sexual harassment cases, or if such person is not required under the Contract, another individual designated by the Consultant to handle these matters*] in writing at this address [] or by telephone at [] or in person at []; or
2. Call [] to reach the Consultant's hotline (*if any*) and leave a message.

The person's identity will be kept confidential, unless reporting of allegations is mandated by the country law. Anonymous complaints or allegations may also be submitted and will be given all due and appropriate consideration. We take seriously all reports of possible misconduct and will investigate and take appropriate action. We will provide warm referrals to service providers that may help support the person who experienced the alleged incident, as appropriate.

CONSEQUENCES OF VIOLATING THE CODE OF CONDUCT

Any violation of this Code of Conduct by Consultant's Personnel may result in serious consequences, up to and including termination and possible referral to legal authorities.

FOR CONSULTANT'S PERSONNEL:

I have received a copy of this Code of Conduct written in a language that I comprehend. I understand that if I have any questions about this Code of Conduct, I can contact [*enter name of Consultant's contact person(s) with relevant experience*] requesting an explanation.

Name of Consultant's Personnel: [insert name]

Signature: _____

Date: (day month year): _____

Countersignature of authorized representative of the Consultant:

Signature: _____

Date: (day month year): _____

SECTION 4
FINANCIAL PROPOSALS – STANDARD FORMS
FORM: FIN-1
FINANCIAL PROPOSAL SUBMISSION FORM

{Location, Date}

To: **[Name and address of Client]**

Dear Sirs:

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 to the amount(s) currency (ies)}{Insert amount(s) in words and figures}, **[Insert “including”]** of all indirect local taxes in accordance with Clause 19.1 in the Data Sheet. {Please note that all amounts shall be the same as in Form FIN-2}.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Clause 6.1 of the Data Sheet.

Commissions and gratuities paid or to be paid by us to an agent or any third party relating to preparation or submission of this Proposal and Contract execution, paid if we are awarded the Contract, are listed below:

Name and Address
of Agents

Amount and
Currency

Purpose of Commission
or Gratuity

{If no payments are made or promised, add the following statement: “No commissions or gratuities have been or are to be paid by us to agents or any third party relating to this Proposal and Contract execution.”}

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}

FAIR PRICE AND NON-COLLUSION DECLARATION FORM

We/I *[insert name of the consultant or consultancy firm]* hereby declare that the price quoted in our financial proposal are in line with the market rates and/or the approved professional charges, are economical and that there is no collusion in submission of this bid. We/I hereby give TradeMark Africa authority to terminate the contract without further communication should they discover that we/I *[insert name of consultant or consultancy firm]* are in contravention of this declaration.

Name:
Designation:
Signature:
Date:

NOTE: The Fair price declaration form must be submitted alongside FORM: FIN – 1

FORM FIN-2 SUMMARY OF COSTS

Item	Cost			
	{Consultant must state the proposed Costs in accordance with Clause 16.4 of the Data Sheet; delete columns which are not used}			
	{Insert Foreign Currency # 1}	{Insert Foreign Currency # 2, if used}	{Insert Foreign Currency # 3,if used}	{Insert Local Currency, if used and/or}
Cost of the Financial Proposal				
Including:				
(1) Remuneration				
(2) Reimbursables				
<u>Total Cost of the Financial Proposal:</u> {Should match the amount in Form FIN-1}				
(i)				

Footnote: Payments will be made in the currency (ies) expressed above (Reference to ITC 16.4).

FORM FIN-3 BREAKDOWN OF REMUNERATION

When used for Lump-Sum contract assignment, information to be provided in this Form shall only be used to demonstrate the basis for the calculation of the Contract’s ceiling amount; to calculate applicable taxes at contract negotiations; and, if needed, to establish payments to the Consultant for possible additional services requested by the Client. This Form shall not be used as a basis for payments under Lump-Sum contracts

A. Remuneration								
No.	Name	Position (as in TECH-6)	Person-month Remuneration Rate	Time Input in Person/Month (from TECH-6)	{Currency # 1- as in FIN-2}	{Currency # 2- as in FIN-2}	{Currency# 3- as in FIN-2}	{Local Currency- as in FIN-2}
Key Experts								
K-1			[Home]					
			[Field]					
K-2								
Non-Key Experts								
N-1			[Home]					
N-2			[Field]					

	Total Costs							

Appendix A. Financial Negotiations - Breakdown of Remuneration Rates

1. Review of Remuneration Rates

- 1.1. The remuneration rates are made up of salary or a base fee, social costs, overheads, profit, and any premium or allowance that may be paid for assignments away from headquarters or a home office. An attached Sample Form can be used to provide a breakdown of rates.
- 1.2. If the RFP requests submission of a technical proposal only, the Sample Form is used by the selected Consultant to prepare for the negotiations of the Contract. If the RFP requests submission of the financial proposal, the Sample Form shall be completed and attached to the Financial Form-3. Agreed (at the negotiations) breakdown sheets shall form part of the negotiated Contract and included in its Appendix D or C.
- 1.3. At the negotiations the firm shall be prepared to disclose its audited financial statements for the last three years, to substantiate its rates, and accept that its proposed rates and other financial matters are subject to scrutiny. The Client is charged with the custody of government funds and is expected to exercise prudence in the expenditure of these funds.
- 1.4. Rate details are discussed below:
 - (i) Salary is the gross regular cash salary or fee paid to the individual in the firm's home office. It shall not contain any premium for work away from headquarters or bonus (except where these are included by law or government regulations).
 - (ii) Bonuses are normally paid out of profits. To avoid double counting, any bonuses shall not normally be included in the "Salary" and should be shown separately. Where the Consultant's accounting system is such that the percentages of social costs and overheads are based on total revenue, including bonuses, those percentages shall be adjusted downward accordingly. Where national policy requires that 13 months' pay be given for 12 months' work, the profit element need not be adjusted downward. Any discussions on bonuses shall be supported by audited documentation, which shall be treated as confidential.
 - (iii) Social Charges are the costs of non-monetary benefits and may include, inter alia, social security (including pension, medical, and life insurance costs) and the cost of a paid sick and/or annual leave. In this regard, a paid leave during public holidays or an annual leave taken during an assignment if no Expert's replacement has been provided is not considered social charges.
 - (iv) Cost of Leave. The principles of calculating the cost of total days leave per annum as a percentage of basic salary is normally calculated as follows:

$$\text{Leave cost as percentage of salary} = \frac{\text{total days leave} \times 100}{[365 - w - \text{ph} - v - s]}$$

Where w = weekends, ph = public holidays, v = vacation, and s = sick leave.

Please note that leave can be considered as a social cost only if the Client is not charged for the leave taken.

- (v) Overheads are the Consultant's business costs that are not directly related to the execution of the assignment and shall not be reimbursed as separate items under the Contract. Typical items are home office costs (non-billable time, time of senior Consultant's staff monitoring the project, rent of headquarters' office, support staff, research, staff training, marketing, etc.), the cost of Consultant's personnel not currently employed on revenue-earning projects, taxes on business activities, and business promotion costs. During negotiations, audited financial statements, certified as correct by an independent auditor and supporting the last three years' overheads, shall be available for discussion, together with detailed lists of items making up the overheads and the percentage by which each relates to basic salary. The Client does not accept an add-on margin for social charges, overhead expenses, etc. for Experts who are not permanent employees of the Consultant. In such case, the Consultant shall be entitled only to administrative costs and a fee on the monthly payments charged for sub-contracted Experts.
- (vi) Profit is normally based on the sum of the Salary, Social costs, and Overheads. If any bonuses paid on a regular basis are listed, a corresponding reduction shall be made in the profit amount. Profit shall not be allowed on travel or any other reimbursable expenses.
- (vii) Away from Home Office Allowance or Premium or Subsistence Allowances. Some Consultants pay allowances to Experts working away from headquarters or outside of the home office. Such allowances are calculated as a percentage of salary (or a fee) and shall not draw overheads or profit. Sometimes, by law, such allowances may draw social costs. In this case, the amount of this social cost shall still be shown under social costs, with the net allowance shown separately.

TMA's standard rates for the particular country may be used as reference to determine subsistence allowances available on www.trademarkafrica.com.

**SECTION 4
FINANCIAL PROPOSAL – STANDARD FORMS
Sample Form**

Consultant:
Assignment:

Country:
Date:

Consultant’s Representations Regarding Costs and Charges

We hereby confirm that:

- (a) the basic fees indicated in the attached table are taken from the firm’s payroll records and reflect the current rates of the Experts listed which have not been raised other than within the normal annual pay increase policy as applied to all the Consultant’s Experts;
- (b) Attached are true copies of the latest pay slips of the Experts listed;
- (c) The away- from-home office allowances indicated below are those that the Consultant has agreed to pay for this assignment to the Experts listed;
- (d) the factors listed in the attached table for social charges and overhead are based on the firm’s average cost experiences for the latest three years as represented by the firm’s financial statements; and
- (e) Said factors for overhead and social charges do not include any bonuses or other means of profit-sharing.

[Name of Consultant]

Signature of Authorized Representative

Date

Name: _____

Title: _____

**Consultant's Representations Regarding Costs and Charges
(Model Form I)**

(Expressed in {insert name of currency*})

Personnel		1	2	3	4	5	6	7	8
Name	Position	Basic Remuneration Rate per Working Month/Day/Year	Social Charges ¹	Overhead ¹	Subtotal	Profit ²	Away from Home Office Allowance	Proposed Fixed Rate per Working Month/Day/Hour	Proposed Fixed Rate per Working Month/Day/Hour ¹
Home Office									
Client's Country									

{* If more than one currency is used, use additional table(s), one for each currency}

- 1. Expressed as percentage of 1
- 2. Expressed as percentage of 4

FORM FIN-4 BREAKDOWN OF REIMBURSABLE EXPENSES

When used for Lump-Sum contract assignment, information to be provided in this Form shall only be used to demonstrate the basis for calculation of the Contract ceiling amount, to calculate applicable taxes at contract negotiations and, if needed, to establish payments to the Consultant for possible additional services requested by the Client. This form shall not be used as a basis for payments under Lump-Sum contracts.

B. Reimbursable Expenses								
N°	Type of Reimbursable Expenses	Unit	Unit Cost	Quantity	{Currency # 1- as in FIN-2}	{Currency # 2- as in FIN-2}	{Currency# 3- as in FIN-2}	{Local Currency- as in FIN-2}
	{e.g., Per diem	{Day}						
	{e.g., International flights}	{Ticket}						
	{e.g., In/out airport transportation}	{Trip}						
	{e.g., Communication costs between Insert place and Insert place}							
	{ e.g., reproduction of							
	{e.g., Office rent}							
							
	{Training of the Client’s personnel – if required in TOR}							
Total Costs								

Legend: “Per diem allowance” is paid for each night the expert is required by the Contract to be away from his/her usual place of residence. Client can set up a ceiling. Refer to www.trademarkafrica.com for details.

Section 5: TradeMark Africa Code of Conduct**TRADEMARK AFRICA****SUPPLIER CODE OF CONDUCT**

Control Version	3.0
Date Published	24.10.2026
Sections changed	
Signed	

DEFINITIONS

The following definitions have been adopted throughout this TMA Supplier Code of Conduct:

- a. A “corrupt practice” is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party.
- b. A “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation.
- c. A “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party.
- d. A “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party.
- e. An “obstructive practice” is deliberately destroying, falsifying, altering or concealing of evidence which is material to a TMA investigation or making false statements to investigators in order to materially impede a TMA investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to an investigation or from pursuing an investigation, or acts intended to materially impede the exercise of TMA’s contractual rights of audit or access to information.
- f. “ESS” – Environmental and Social Safeguards.
- g. “ESIA” – Environmental and Social Impact Assessment.
- h. “ESSMP” – Environmental and Social Safeguards Management Plan.
- i. “Gender mainstreaming” is the process of assessing the implications for women and men of any planned action, including legislation, policies or programmes, in all areas and at all levels. It is a strategy for making humankind concerns and experiences an integral dimension of the design, implementation, monitoring and evaluation of policies and programmes in all political, economic and societal spheres so that both genders benefit equally, and inequality is not perpetuated. The ultimate goal is to achieve gender equality.
- j. “Gift” is a tangible item presented to a party to impress, appreciate, solicit or manage a relationship.
- k. “GRM” – Grievance Redress Mechanism, is a system of policy and processes designed to receive and manage, on a confidential basis, any and all grievances received in connection with a contract for the provision of services or works.
- l. “Hospitality” is an intangible item presented to a party to impress, appreciate, solicit or manage a relationship.

- m. “PAP” – Project Affected Persons are individuals and/or communities living and/or working at or close to a project site who may be affected either directly or indirectly by the activities at the project site.
- n. “Recipient” is any individual, firm, organisation, Non-Governmental Organisation, Private Sector Organisation or Civil Society Organisation or any partner that works with TMA and/or receives TMA funding either through a contract or a grant.
- o. “Supplier” shall include contractors and subcontractors.
- p. “Terrorism” is any criminal act, including against civilians, committed with the intent to cause death or serious bodily injury, or taking of hostages, with the purpose to provoke a state of terror in the public or in a group of persons or particular persons, intimidate a population or compel a government or an international organisation to do or to abstain from doing any act.
- q. “Value for Money” is defined by TMA as achieving economy, efficiency, effectiveness, and equity in the use of its resources.
- r. “Whistleblowing” is an act of reporting an activity deemed to be illegal or unethical.

Preamble

TradeMark Africa (TMA), formerly TradeMark East Africa), is an Aid-for-Trade organisation that was established in 2010, with the aim of growing prosperity through increased trade. TMA operates on a not-for-profit basis and is funded by: Belgium, the Bill and Melinda Gates Foundation, Canada, Denmark, the European Union, Finland, France, Ireland, the Netherlands, Norway, the United Kingdom and the United States of America. TMA works closely with regional intergovernmental organisations, including the African Union (AU), the African Continental Free Trade Area (AfCFTA) Secretariat, the East Africa Community (EAC), the Intergovernmental Authority on Development (IGAD), the Common Market for East and Southern Africa (COMESA), the Southern Africa Customs Union (SACU), national Governments, the private sector and civil society organisations.

The first two strategic periods of TMA (2010-2023) have contributed to substantial gains for trade and regional integration in East Africa and the Horn of Africa in terms of decreased cargo transit times (reduction of 16.5% on the Northern Corridor from Mombasa to Bujumbura), improved border efficiency (the time to cross targeted one stop border posts has been reduced by an average of 70%), and reduced barriers to trade. The continental-wide shift and rebrand to TMA was officially launched in West Africa in January 2023, with Ghana being the first country of operations in the region. While continuing to leverage our core expertise in trade facilitation, we will evolve our focus to harness the potential of digitalisation, support African exporters to pioneer low carbon trade, address the core trade factors behind food security and promote inclusive trade. By increasing trade volumes, and enhancing the sustainability and inclusiveness of trade, we aim to deliver large-scale job creation, poverty reduction and enhanced economic growth.

In 2022, TMA set up a catalytic finance fund, Trade Catalyst Africa (TCA), that will pilot commercially viable projects for creating trade infrastructure (both physical and digital) as well as increasing access to Trade Finance for Small and Medium Enterprises (SMEs). TMA's headquarters are in Nairobi, Kenya. Operations and offices are in: EAC Secretariat - Arusha, Burundi, the Democratic Republic of Congo, Djibouti, Ethiopia, Ghana, Malawi, Mozambique, Rwanda, Somaliland, South Sudan, Tanzania, Uganda, and Zambia. For more information, please visit www.trademarkafrica.com

Overview

- i. TMA's success depends on its reputation, integrity, openness, and respect for others. The trust and confidence of those with whom we deal is therefore essential. We treat our stakeholders with respect, honesty and fairness. We recognise our obligations to all those with whom we have a direct relationship such as donors, staff, service providers, contractors and suppliers, the private sector in general, governments, civil society and the wider community.

- ii. This TMA Supplier Code of Conduct (“the Code”) sets out the minimum requirements and standards expected from all suppliers, tenderers, and sub-contractors, when delivering projects and programmes. The Code covers areas that are central to a procurement and supply process such as value for money and governance, ethical behaviour and transparency, delivery chain management, observance of human rights, environmental and social safeguarding, organised crime, and security. It also covers employment of forced and/or child labour, fraud and corruption, gifts and hospitality. The Code replaces the previous Code of Ethics, Fair Price declaration, the Anti-Terrorism and Anti-Organised Crime declarations that all TMA suppliers were required to sign.
- iii. Furthermore, the Code sets out the overarching principles for tenderers, suppliers and sub-contractors when doing business with TMA requiring them to:
 - Act responsibly and with integrity;
 - Be transparent and accountable;
 - Seek to improve value for money; and
 - Demonstrate commitment to poverty reduction and TMA priorities.
- iv. TMA requires that all tenderers, suppliers and sub-contractors, along with their respective staff, comply with the requirements and standards contained in the Code as applicable.
- v. Failure by a tenderer, supplier and/or their sub-contractors to comply with the provisions of the Code may disqualify and/or debar the supplier and/or sub-contractor from being eligible for TMA contracts and may result in a contract being terminated.
- vi. For each separate procurement process, each tenderer must initial each page and sign the final page of the Code to signify that they have read, understood, will comply with, and will put into practice the content of the Code.
- vii. In signing the Code, tenderers and suppliers accept that TMA or its appointed agents may undertake any checks it deems fit to ensure all reasonable measures have been taken to achieve compliance with the Code.
- viii. TMA aims to create a culture in which it is normal for suppliers to ‘do the right thing’ and to voice genuinely held concerns about behaviour or decisions that they perceive to be unethical. Any concerns should be directed to TMA’s independent whistleblowing channels as described in this document, and/or to the whistleblowing

mechanisms of any of TMA's donors, the contact details of which can be found on their respective official websites.

Code of Conduct

3.1 Value for Money and Compliance

TMA suppliers shall,

- a) Propose a price for the goods, works, or services which is fair, economical, and in line with market rates.
- b) Work with TMA in a transparent manner to enable scrutiny of value for money throughout the life of the contract.
- c) Undertake the contract in strict adherence to and compliance with all relevant national and international anti-fraud, anti-bribery and corruption legislation.
- d) Undertake the contract in strict adherence to and compliance with all relevant national and international tax legislation. TMA suppliers/contractors and subcontractors shall not engage in tax evasion schemes.
- e) Permit TMA the right to inspect company financial and other records pertaining to the delivery of the TMA-financed contract to ensure adherence to the Code.

3.2 Ethical Behaviour and Transparency

TMA suppliers shall,

- a) Maintain the confidentiality of all TMA tender and contract related information coming into their possession.
- b) Take all appropriate measures to prevent corrupt, fraudulent, collusive, coercive and obstructive practices in connection with the use of TMA funds, including, but not limited to:
 - i. Adopting appropriate fiduciary and administrative practices and institutional arrangements to ensure that the funds are used only for the purposes for which they were intended, and
 - ii. Ensuring that all its representatives involved in the project, and all recipients of funds with which it enters into an agreement related to the project, receive a copy of this document and are made aware of its contents.
- c) Immediately, and in any case within 24 hours, report to TMA any suspicions or allegations of fraud, corruption, bribery, or harassment, and cooperate fully with

- representatives of TMA or its appointed agent in any investigation into those suspicions or allegations.
- d) Acknowledge and accept that if TMA determines that any person or entity receiving its funds has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, it may suspend further funding/disbursement/payment and pursue appropriate legal action against the person or entity engaging in such activity.
 - e) Acknowledge and accept that TMA reserves the right to demand a refund and may immediately terminate any contract in place and may also hand over any reports from any investigations to the Police and/or criminal investigation body to proceed with prosecution.
 - f) Acknowledge and accept that TMA shall reject a proposal or shall terminate a contract and/or not make any payments under the contract if it determines that representatives of the supplier, sub-contractor and/or beneficiary engaged in corrupt, fraudulent, collusive, coercive or obstructive practices during either the procurement or the execution of that contract.
 - g) Acknowledge and accept that if TMA is satisfied that a supplier has misrepresented information in their bid, receives confirmation from a referee that an assignment was not undertaken satisfactorily, or becomes aware of litigation that was not disclosed in the submitted bid, TMA shall reject the bid or terminate the contract immediately at any point without incurring any liability whatsoever.
 - h) Acknowledge and accept that TMA, at its own discretion, may decide to debar a supplier from current and future tendering opportunities in line with the TMA debarment policy, where there is demonstrable evidence of: (i) The supplier undertaking unethical, illegal, corrupt, or fraudulent activities in connection with a TMA contract or a TMA-funded contract; (ii) Persistent poor performance by the supplier under a TMA contract or a TMA-funded contract in terms of quality of work or goods delivered, including consistently late delivery; (iii) Poor quality adherence and/or delivery of Environmental and Social Safeguards measures; or (iv) Debarment of a supplier by a TMA donor, the World Bank, or a Government with whom TMA has a Memorandum of Understanding.

3.3 Gifts and Hospitality

TMA suppliers shall,

- a) Not offer any member of staff of TMA, Board of Directors, or Council member any gifts, gratuities, or hospitality worth more than \$50.
- b) Acknowledge and accept that if an offer of gifts, gratuities or hospitality worth more than \$50 is made by a supplier, TMA may reject the bid or terminate the contract immediately at any point without incurring any liability whatsoever.

3.4 Whistleblowing

TMA suppliers shall,

- a) Acknowledge and accept that TMA has zero tolerance of fraud, corruption, misconduct (including harassment) and has implemented a fraud prevention policy.
- b) Acknowledge and accept that if they have concerns about unethical behaviour at TMA, have been asked for a bribe in connection with TMA business, or have suspicions about the theft of TMA resources or any form of misconduct including harassment, they shall submit a report to the confidential TMA whistle-blower line by calling or emailing one of the following:

1. Telephone:

- Kenya: 0800 722 770 (toll-free), +27 12 567 8381
- Uganda: +27 12 567 8383
- Tanzania: +27 12 567 8440
- Rwanda, Burundi, DRC - +27 12 567 8432
- Ethiopia, Somaliland - +27 12 567 8433
- Cote D' Ivoire: +27 12 543 5452
- Other countries: Djibouti, Ghana, Malawi, Mozambique, South Sudan and Zambia,; +27 12 567 8455

2. Email: hotline@kpmg.co.za

3. Web-portal: <http://www.thornhill.co.za/kpmgfaircallreport>

If a whistle-blower is concerned about the adequacy of TMA's response to their report, they may also submit their concern through the whistle-blowing mechanisms of any of TMA's donors, the contact details of which can be found on their respective official websites.

- c) Acknowledge and confirm that all tenderers, suppliers, sub-contractors along with their respective staff are aware of TMA's zero tolerance of fraud, corruption, misconduct,

and harassment, and that each staff member engaged on the contract has been provided with the above whistleblowing procedures, telephone number, website and email address and understand how to report suspicions of malpractice involving TMA resources and/or staff.

3.5 Confidentiality

TMA suppliers shall,

- a) Acknowledge that TMA may provide certain information that is and must be kept confidential by suppliers. To ensure the protection of such information, and to preserve any confidentiality necessary under patent and/or trade secret laws, TMA suppliers shall not disclose the confidential information obtained from TMA to anyone unless required to do so by law, in which TMA would be informed of such disclosure.
- b) Acknowledge that the confidential information not to be disclosed can be described as and includes the following regardless of whether such information is designated as “confidential information” at the time of its disclosure:
 - i. Invention description(s), technical and business information relating to proprietary ideas and inventions;
 - ii. Ideas, patentable ideas, trade secrets, drawings and/or illustrations, patent searches, existing and/or contemplated products and services; and
 - iii. Research and development, production, costs, profit and margin information, finances and financial projections, customers, clients, marketing, and current or future business plans and models.
- c) Not, without the written consent of TMA, divulge to any third party any documents, data or other information furnished directly or indirectly by TMA, whether such information has been furnished prior to, during or following termination of any binding engagement. Notwithstanding the above, the supplier may furnish to its subcontractor(s) such documents, data and other information it receives from TMA to the extent required for the subcontractor(s) to perform its work under any contract, in which event the supplier shall obtain from such subcontractor(s) an undertaking of confidentiality similar to that imposed on the supplier under this paragraph.
- d) Not use documents, data and other information received from the TMA for any purpose other than such work and services as are required for the performance of the contract.

- e) Acknowledge that the obligation of the supplier under the above paragraphs, however, shall not apply to information which:
- i. had entered the public domain through no fault of the supplier;
 - ii. can be proven to have been possessed by the supplier at the time of disclosure; or
 - iii. otherwise lawfully became available to the supplier from a third party that has no obligation of confidentiality.

3.6 Intellectual Property (IP)

TMA suppliers shall,

- a) Acknowledge that the copyright in all drawings, documents and other materials containing data and information furnished to TMA by the supplier shall remain vested in the supplier or, if they are furnished to TMA directly or through the supplier by any third party, including sub-contractors of materials, the copyright in such materials shall remain vested in such third party.
- b) Acknowledge that any studies, reports or other material, graphic, software or otherwise, prepared by the supplier for TMA under any contract shall belong to and remain the property of TMA.
- c) Agree that, where intellectual property rights in all material produced by the supplier or the supplier's personnel pursuant to the performance of the services ("the material") are the property of the supplier, the supplier shall grant to TMA a worldwide, non-exclusive, irrevocable, royalty free license to use all the material. "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.

3.7 Conflict of Interest

TMA suppliers shall,

- a) Not try to gain improper advantage or improperly impact any TMA employee's ability to make sound, impartial, and objective decisions on behalf of TMA.

- b) Disclose any situation that appears to conflict, or could potentially conflict, in any way, with the interests of TMA. This includes situations where a TMA employee has an interest in or non-arm's length relationship to the suppliers' business. TMA recognises that it is not possible to define all the circumstances which may lead to a potential conflict of interest. It is therefore the responsibility of a supplier to declare any matters which they feel may present actual or potential conflicts, or the perception of such conflicts.
- c) Use the Bidders Conflict of Interest Form (Annex 1) of this document to declare a Conflict of Interest or Potential/Perceived Conflict of Interest.

3.8 Delivery Chain Management

TMA suppliers shall,

- a) Acknowledge and confirm they are aware of every sub-contractor(s) that contributes to the delivery of the TMA funded contract and warrant that this Code, including the whistleblowing procedures, has been communicated to every sub-contractor's member of staff, and is understood by them.
- b) Acknowledge and confirm that all of the sub-contractor(s) that contribute to the delivery of the TMA funded contract are risk-profiled on an annual basis and managed by the primary supplier themselves and any significant risks identified are acted upon and managed, including the risk of funding terrorism and /or organised crime and their support groups or the risk of fraud and misappropriation of TMA funding.

3.9 Environmental and Social Safeguards

TMA suppliers shall,

- a) Acknowledge that TMA has adopted the following Standards, based on the World Bank's Environmental and Social Framework (ESF).

ESS1: Assessment and Management of Environmental and Social Risks and Impact

Environmental Risks

TMA's suppliers shall,

- a) Have an effective environment policy in place.

- b) Comply with national legislation and regulations regarding the protection of the environment.
- c) Where significant environmental and social risks are identified by TMA in the implementation of a specific assignment or project, develop a detailed environment and social impact assessment and management plan, including an analysis of climate risk. The supplier will be required to show progress on the implementation of the plan during the execution of the project.

Social Risks

TMA's suppliers shall:

- a) Take all reasonable measures to eliminate poor human rights practices, exploitive forms of forced labour, sexual exploitation, abuse, harassment, and harmful child labour and abuse.
- b) Take all reasonable measures to prohibit their employees and/or other sub-contractors or person engaged by them, from engaging in sexual exploitation and abuse, including but not limited to the prohibition of:
 - i) engaging in any sexual activity with any person under the age of 18, regardless of any laws of majority or consent; and
 - ii) engaging in any sexual activity that is exploitive or degrading to any person.
- c) Confirm the existence and application of an Environmental and Social Safeguarding policy in their organisation and ensure that it is communicated regularly to all staff and that all staff receive regular training on the same.
- d) Ensure that requisite clauses and measures are included in the contracts of any sub-contractors and are adequate to protect the community from adverse impacts of labour influx, including sexual exploitation and abuse, sexually transmitted diseases, gender-based violence and other social challenges.

ESS2: Labour and Working Conditions

Healthy and safe working environment

TMA's suppliers shall:

- a) Ensure all reasonable risk mitigation measures relating to occupational health and safety (at the workplace) are put in place and applied.

- b) Ensure the workplaces, machinery, equipment and processes under their control are safe and without risk to health to any person.
- c) Ensure the chemical, physical and biological substances and agents under their control are without risk to health when the appropriate measures of protection are taken.
- d) Ensure where necessary, adequate protective clothing and protective equipment are provided to and used by staff to prevent, so far as is reasonably practicable, risk of accidents or adverse effects to health.
- e) For employees, ensure that adequate occupational safety training is provided and identifies, assesses and controls potential exposure to safety hazards and that training records are maintained in personnel files.
- f) Ensure thorough documenting, investigating, and reporting of all occupational accidents, incidents and diseases.
- g) Ensure the existence of and periodic testing of emergency prevention, preparedness, and response arrangements to emergency situations and this testing is documented.
- h) Ensure there are clearly explained remedies (including compensation) for adverse impacts such as occupational injuries, deaths, disability, and disease.
- h) Ensure compliance with national and local laws, regulations, systems and processes on occupational health and safety.

Non-discrimination and equal opportunity

TMA's suppliers shall:

- a) Ensure all employment relationships are based on the principles of respect, equal opportunity, and fair treatment, and do not discriminate with respect to any aspects such as race, gender, age, religion, sexuality, culture, minority groups, disability, or any other protected characteristic.

Wages and Working Hours

TMA's suppliers shall:

- a) Not permit or require any person or employee whose work relates to a TMA-funded contract to work more than the maximum hours in any one work week permitted by applicable law or regulation unless such employees are paid overtime at rate specified by applicable law or regulation.
- b) Ensure that wages for persons or employees whose work relates to a TMA-funded contract comply with the statutory minimum wage requirements.

- c) Ensure, where the applicable national laws or regulations **do not** prescribe the minimum wage and/or maximum hours of work and/or overtime remuneration, that the prevailing International Labour Organisation standards are applied.

Harassment and Bullying

TMA suppliers shall:

- a) Create and maintain an environment that treats all employees and other persons with dignity and respect, and is free from threats of physical violence, bullying, psychological or verbal harassment and/or sexual exploitation and abuse, perpetrated by employees and/or other contractors or persons engaged by them.

Forced or Compulsory Labour

TMA's suppliers shall:

- a) Not employ forced or compulsory labour in any and all of its forms which consists of any work or service not voluntarily performed that is extracted from an individual under threat of force or penalty.

Child Labour

TMA's suppliers shall:

- a) Not employ children below 18 years of age or, if lower than that age, the minimum age of employment permitted by the law of the country or countries where the performance, in whole or in part, of a contract takes place; and
- b) Not employ persons under the age of 18 for work, that, by its nature or the circumstances in which it is carried out, is hazardous, is likely to harm the health, safety or morals of such persons.

Gender Mainstreaming

TMA suppliers shall:

- a) Ensure that there is a gender balance in terms of participation and decision making at all levels. Where it is not possible, the supplier should demonstrate that the delivery/impact of the service remains gender responsive.
- b) Demonstrate clear senior management commitment to gender mainstreaming, and allocation of human capital and finance, for the successful translation of the concept into practice and to institutionalise gender equality in the organisation.

Grievance Redress Mechanism.

TMA suppliers shall:

- a) Ensure an effective Grievance Redress Mechanism is established and operates for the raising of grievances from their staff and/or the community located near the project.

ESS3: Resource Efficiency and Pollution Prevention and Management

Pollution Prevention, Energy and Resource Efficiency

TMA suppliers shall:

- a) Ensure that deterioration in the quality of human health, environmental wellbeing, and/or loss of biodiversity is avoided.
- b) Utilise strategies to deliver products or services that as far as possible, minimise emissions and discharge of pollutants and the generation of waste.
- c) Ensure that there are demonstrable measures in place to prevent waste generation and, where this is impossible, to significantly reduce its hazardousness to human health and the environment, by strictly applying the waste management hierarchy of: avoid waste, reuse, recycle, recovery and dispose.
- d) Ensure that there are demonstrable measures in place to tackle noise emissions and noise nuisances and ensure that the project is designed, constructed, and operated in a way that avoids, prevents or significantly reduces harmful noise effects of the project, on both the environment and humans.
- e) Aim for the most efficient use of energy and resources.
- f) Ensure that there is a demonstrable and tested plan in place to respond to any process upsets, accidental and emergency situations that includes implementing and testing control measures to prevent major accidental hazards.
- g) Ensure adequate mitigation measures are put in place to protect TMA projects from the impacts of climate variability and extreme weather events while at the same time minimising the projects contribution to increased Greenhouse Gas (GHG) emissions and environmental degradation.
- h) Obtain, maintain, and keep current all relevant environmental permits, approvals and registrations.

ESS4: Community Health and Safety

TMA's suppliers shall:

- a) Take all preventative measures to ensure communities are protected from exposure to adverse project related risks to and impacts on their daily lives.
- b) Ensure that the design, construction, operation, and decommissioning of structural elements of projects are in accordance with national legal requirements, the ESIA and ESMP for the project and take into consideration safety risks to third parties and affected communities.
- c) Ensure that the risks and likelihood of emergency events are identified, and measures implemented to address them, including training of community personnel on emergency response initiatives and emergency redress equipment handling.
- d) Ensure that deliberate measures are put in place to avoid or minimize the potential for community exposure to diseases that are water-borne, water-based, and water-related, as well as those diseases that are either communicable or non-communicable, that could result from project activities, taking into consideration differentiated exposure to, and higher sensitivity of vulnerable groups.

ESS5: Land Acquisition, Restrictions on Land Use and Involuntary Resettlement

TMA's Supplier's shall:

- a) Ensure that, to the maximum extent possible, project affected persons (PAPs) are fully protected from adverse impacts related to involuntary resettlement and that a mitigation hierarchy that puts in place measures to ensure that, where land acquisition results in economic displacement, the project affected persons are treated in a most humane manner, and that No Harm is visited upon them by project activities.
- b) Ensure that forced eviction is prohibited under any circumstances.
- c) Ensure that, to the maximum extent possible, contracts are delivered in a manner that respects the culture, dignity and human rights of indigenous peoples, and ensure that they access project benefits in a culturally appropriate manner.

ESS6: Biodiversity Conservation and Sustainable Management of Living Natural Resources

TMA's suppliers shall:

- a) Endeavour to ensure the maintenance of the integrity of areas of important biodiversity and the ecosystem functions and services and their resilience through the application of the mitigation hierarchy of anticipate, avoid, minimise, mitigate, and compensate for Environmental and Social impacts.
- b) Identify and mitigate any risks of conversion or degradation of critical habitats such as critical forest areas, natural areas of cultural or religious value, areas that are legally protected (or officially proposed for protection), or areas of high conservation or biodiversity value.

ESS7: Indigenous Peoples/Sub-Saharan African Historically Underserved Traditional Local Communities

TMA's suppliers shall:

- a) Undertake an assessment of the nature and extent of the expected direct and indirect economic, social and cultural and environmental impacts on indigenous peoples and Sub-Saharan African Historically Underserved Traditional Local Communities.
- b) In consultation with the indigenous peoples, develop a strategy to ensure the indigenous people's rights and interests are protected and that they have an opportunity to participate and benefit from the project (as appropriate).
- c) Incorporate the implementation plan of the strategy as part of the overall project implementation plan and include a component of this in regular reporting to TMA.
- d) Where directed by TMA, the supplier shall be expected to have specialised personnel for instance, an Anthropologist or Sociologist to support engagement with the communities.

ESS8: Cultural Heritage

TMA's suppliers shall:

- a) Ensure that the importance of cultural heritage is recognised and to the maximum extent possible seek to ensure it is protected from harm by the project/contract, and is preserved, regardless of whether it has been legally protected or previously disturbed.
- b) Ensure that, where there is a high chance of finding physical cultural resources, a recovery plan is prepared, in line with national procedures and rules and that the cultural heritage is protected from harm.

ESS9: Stakeholder Engagement and Information Disclosure

TMA's suppliers shall:

- a) Through the ESIA (if applicable), and in reference to the TMA stakeholder engagement guidelines, systematically identify all project related stakeholders and their level of interest and/or impact they may have on the overall project at the earliest opportunity in the project design and or implementation.
- b) Develop a methodical and appropriate approach to engage all stakeholders where stakeholders are able to raise concerns and where the supplier is able to provide updates and respond to the concerns raised.
- c) Commit to respond to all issues raised by stakeholders in a timely and responsible way by establishing a project grievance redress mechanism and communicating the same to all stakeholders.
- d) Document all engagement processes, communication and engagement between the supplier and stakeholders. Evidence of this may be requested periodically by TMA.

3.7 Terrorism, Organised Crime and Security

TMA suppliers shall:

- a) Acknowledge that, for purposes of the Code, organised criminal activities include, but are not limited to, money laundering, human trafficking and smuggling, animal trafficking, drug dealing, purchase of illegal arms, cyber-crimes, child labour, kidnapping, and extortion.
- b) Acknowledge that the United Nations Security Council defines terrorism as "criminal acts, including against civilians, committed with the intent to cause death or serious bodily injury, or taking of hostages, with the purpose to provoke a state of terror in the general public or in a group of persons or particular persons, intimidate a population or compel a government or an international organization to do or to abstain from doing any act."
- c) Adopt comprehensive and proportionate policies and procedures and take action to prevent, to the maximum extent reasonably possible, TMA's resources from diversion to unintended purposes including exploitation by terrorist organisations

and/or organised crime activities and/or their support networks and involvement with politically exposed persons.

- d) Acknowledge and accept that TMA shall conduct a reasonable search of publicly available information to determine whether the supplier is suspected of any activity relating to terrorism, including terrorist financing, or organised crime.
- e) Acknowledge and accept that TMA shall seek confirmation that the supplier does not appear on any country of operation lists of designated terrorist-related individuals, entities, or organisations, pursuant to national obligations arising from United Nations Security Council Resolution 1373.
- f) Confirm that they are not involved and/or linked, including their employees, in any way and are not listed in their country of operation or any other as financiers of or participants in organised criminal activities whether as individuals, entities, or organisations, pursuant to national obligations arising from General Assembly resolution 55/25 of 15 November 2000 United Nations Convention against Transnational Organised Crime.
- e) Acknowledge and accept that they will not deal with any individuals, entities, or groups known to the partner to support terrorism or to have violated any known anti-terrorism sanctions, nor organised crime and / or their support networks.
- f) Acknowledge and confirm that the supplier has taken all reasonable steps to ensure that TMA resources provided are neither distributed to terrorists or their support networks nor used for activities that support terrorism or terrorist organisations, nor organised crime and / or their support networks.
- g) Adopt comprehensive and proportionate policy and procedures, and take action to ensure, to the extent reasonably possible, all suppliers, TMA and customers' electronic data is secured and protected from intrusion, hacking, capture, theft and sale, for any and all illicit purposes, and adopt international standards of data security.
- h) Acknowledge and agree not to disclose the confidential information obtained from the discloser to anyone unless required to do so by law.
- i) Acknowledge that TMA or its appointed agents will perform routine, on-site audits of partners to the extent reasonable (consistent with the size of the resource, the

cost of the audit, and the risks of diversion or abuse of resources). The purpose of the audit will be to confirm that the supplier has taken adequate measures to protect its/ TMA resources from diversion or abuse.

Declaration Statement

I, _____ (*insert name*), on behalf of _____ (*insert name of Party*), hereby confirm that I have read and wholly understood the TMA Supplier Code of Conduct, that _____ (*insert name of Party*) intends to comply with the Code, and that its contents have been communicated to our staff or will be communicated to staff if I win the tender and the staff of our subcontractors who are or who will be involved in the delivery of our contract with TMA.

I acknowledge that should TMA establish that this declaration is in any way inaccurate, action may be taken against _____ (*insert name of Party and Self*) which could include terminating the contract and/or debarring _____ (*insert name of Party*) from future tendering opportunities with TMA.

On behalf of Party: -

Organisation's/ consultant/ firm/ company/ JV name: _____

Title of Signatory: _____

Signature: _____

Date: _____

Stamp/ seal: _____

Annex 1: Bidders Conflict of Interest Form

Tender Number:

Tender Title:

TMA operates procurement processes which are fair, transparent, and able to withstand probity. In view of this, TMA requires that any potential bidder who participates in its procurement processes declares any actual or potential conflicts of interest. Bidders who do not declare relevant conflicts of interest and do not sign this form will not be permitted to participate in TMA’s procurement processes.

I. Conflict of interest declaration

Potential conflicts of interest can include the following (but the list is **not** exhaustive):-

1. Relationship/ Association with TMA staff members and/or representatives.
2. Relationship/Association with TMA Board Members and/or office bearers
3. Where applicable; if the bidder was involved in earlier phases of the project for which bids/proposals are now being sought.
4. Knowledge of TMA’s terms of reference or any bidding documents before they were officially published.

If you are in any doubt about whether something is a potential conflict of interest, you are advised to declare it below.

Either:

A) I wish to declare the following conflict(s) of interest:-

1.
2.
3.

or

B) I have no conflicts of interest to declare.

Please note that TMA reserves the right to disqualify a bidder if an actual or potential conflict of interest that was not declared, is later discovered.

On behalf of vendor:

Organisation’s name: _____

Title of Signatory: _____

Signature:

Date:

Section 6: Terms of Reference

Consultancy Services to Undertake Needs Assessment, Detailed Engineering Design, and Preparation of Tender Documents for the Rehabilitation, Modernization, and Construction of Priority Facilities along the Abidjan–Lagos Corridor

1. Background

The ECOWAS Commission has been working with Member States to position key regional corridors as effective catalysts to enhance regional trade and expedite the regional integration Agenda. In this regard, regional transport Corridors are being transformed into supra-national economic development corridors, which integrates physical road improvements, economic clusters and support infrastructure, trade and transport facilitation and corridor management bodies.

On existing regional transport corridors, ECOWAS and UEMOA have worked on several initiatives to improve efficiency, eliminate barriers to trade and transport, reduce of transport cost and time and other related facilitation interventions. Following the experience of TradeMark Africa (TMA), an aid-for-trade organisation established in 2010 to promote prosperity across Africa through increased regional and international trade, TMA works with governments, the private sector and civil society to reduce trade barriers, improve transport and logistics infrastructure, and support inclusive and sustainable trade growth.

Over the past decade, TMA has supported numerous trade facilitation initiatives across Eastern and Southern Africa, including the development of border infrastructure, improvement of trade logistics systems, and strengthening of institutional capacity to support cross-border trade. Building on these achievements, TMA has expanded its operations to West Africa in support of the Economic Community of West African States (ECOWAS) and its Member States in enhancing regional trade integration and improve efficiency along key trade corridors. Specifically, TMA based on an MOU with ECOWAS, is supporting the Commission and related Member States to improve regional transport corridors through infrastructure enhancements, process realignment, automation and institutional strengthening.

In line with priority corridors of ECOWAS, attention is being focused on the **Abidjan-Lagos Corridor**, which connects Côte d'Ivoire, Ghana, Togo, Benin and Nigeria, and the **Abidjan-Ouagadougou Corridor**, which supports regional trade integration through targeted infrastructure and trade facilitation interventions.

As part of these initiatives, TMA is supporting ECOWAS' interventions with Member States in infrastructure upgrades at selected border posts and logistics hubs along the corridor network, particularly along the **Abidjan–Lagos corridor**, one of the most important trade routes in West Africa. The programme focuses on improving physical infrastructure and operational efficiency at border crossing points to facilitate smoother movement of goods and vehicles.

Despite ongoing efforts to improve border management, several bottlenecks remain at key border crossing points and logistics hubs along the corridor. These include limited and poorly organized truck parking areas, inadequate sanitation facilities for drivers and passengers, insufficient security and surveillance systems within border control zones, and outdated or insufficient infrastructure to support modern border management operations.

To address these challenges, TMA is collaborating with ECOWAS and neighbouring Member States to implement targeted infrastructure investments including:

- Rehabilitation and upgrading of truck parking areas and internal circulation roads
- Construction of sanitary facilities for drivers and passengers
- Development of secured truck waiting areas and border control zones
- Civil works associated with axle weighbridge installations
- Installation of safety and security systems such as lighting, access control and CCTV.

These investments aim to:

- Reduce truck congestion and improve traffic circulation at border crossing points
- Improve border management efficiency and operational coordination
- Enhance sanitation, safety and working conditions for drivers, passengers and border personnel
- Strengthen security and surveillance within border control zones
- Improve logistics infrastructure supporting regional trade
- Support the gradual transition to **One-Stop Border Post (OSBP)** operations.

To support the preparation and implementation of these infrastructure upgrades, TMA under the Memorandum of Understanding with the ECOWAS Commission, is working with the Commission to engage a **consultant to undertake detailed engineering design, preparation of tender documentation, procurement support, and supervision of civil works** at selected project locations along the corridor.

2. Target Works Packages

Procurement Ref	Works Package	Contract Type	Locations	Indicative Budget (\$)
2.4.2	Rehabilitation of truck parking areas and internal circulation roads	Works	Elubo Border	450,000
2.4.3	Construction of sanitary facilities for drivers and border personnel	Works	Noé and Sèmè-Kraké Borders	250,000
2.4.4	Construction and rehabilitation of truck parking, waiting areas and secured border control zones	Works	Noé/Elubo, Sèmè-Kraké, Tema, Bouaké, Cotonou	450,000

Procurement Ref	Works Package	Contract Type	Locations	Indicative Budget (\$)
2.4.5	Civil works for installation of axle weighbridge foundations and associated infrastructure	Works	Noé/Elubo, Sèmè-Kraké, Tema, Bouaké, Cotonou	250,000
2.4.6	Minor civil works supporting transition to One-Stop Border Post operations	Works	Selected border crossings	100,000
2.4.7	Supply and installation of safety and security equipment (lighting, access control devices, CCTV)	Goods	Selected border control zones	100,000

Estimated combined investment value for works and goods: approximately USD 1.6 million

3. Objective of the Assignment

The objective of the consultancy is to provide professional engineering services for the preparation of designs and supervision of civil works to ensure that infrastructure investments are implemented efficiently, safely, and in accordance with approved technical standards.

The Consultant shall:

- Conduct site assessments and engineering surveys
- Prepare detailed engineering designs and cost estimates
- Prepare tender documentation for works contracts
- Support procurement of works and goods contracts
- Supervise construction works and administer the works contracts.

4. Scope of Services

The Consultant shall provide professional engineering services covering **design, procurement support, construction supervision and post-construction services** for infrastructure improvements at selected border crossings and logistics hubs along the corridor.

The assignment will be implemented in the following phases.

4.1 Engineering Surveys and Detailed Design (6 Months)

Site Assessment and Surveys

The Consultant shall:

- Conduct site reconnaissance visits and stakeholder consultations

- Undertake **topographical and engineering surveys**
- Carry out geotechnical investigations where necessary
- Assess existing infrastructure conditions
- Analyse truck traffic circulation and operational requirements
- Identify constraints related to land availability, utilities, drainage, safety and security.

Environmental and Social Screening

The Consultant shall undertake **preliminary environmental and social screening** to identify potential impacts and propose mitigation measures.

The Consultant shall prepare a **simple Environmental and Social Mitigation Response Matrix** summarizing:

- Potential environmental and social risks
- Mitigation measures
- Responsible parties
- Monitoring indicators.

The cost for the mitigation measures and Environmental permits (where applicable) should be included in the bill of quantities.

Detailed Engineering Design

The Consultant shall prepare designs for:

Truck Parking Areas and Internal Circulation Roads

- Pavement design for heavy truck loads
- Circulation layouts and turning radii
- Drainage systems
- Road markings and signage
- Lighting and safety measures.

Sanitary Facilities

- Toilets and shower facilities
- Water supply systems
- Wastewater treatment systems.

Truck Waiting Areas and Secured Border Control Zones

- Truck holding areas

- Border inspection zones
- Security fencing and access control
- Lighting systems.

Axle Weighbridge Civil Works

- Weighbridge foundations
- Axle load scale and accessories
- Control platforms and housing
- Approach roads and drainage.

Safety and Security Systems

- Security lighting systems
- CCTV surveillance systems
- Access control systems
- Electrical connections and mounting infrastructure.

Design solutions shall be **cost-effective, climate-resilient and adapted to heavy truck operations typical of corridor logistics infrastructure.**

4.2 Preparation of Tender Documentation

The Consultant shall prepare tender documentation including:

- Detailed engineering drawings
- Technical specifications
- Bills of Quantities (BOQs)
- Cost estimates
- Construction schedules
- Technical specifications for security systems.

4.3 Procurement Support

The Consultant shall support TMA during procurement by:

- Participating in pre-bid meetings
- Responding to technical queries from bidders
- Supporting clarification of design issues
- Assisting in the technical evaluation of bids.

4.4 Construction Supervision (12 Months)

The Consultant shall supervise construction works and perform the role of the **Engineer in accordance with FIDIC Conditions of Contract for Construction (Red Book 2017)**.

Responsibilities include:

- Reviewing contractor work programmes
- Reviewing method statements and shop drawings
- Inspecting works and materials
- Monitoring construction progress and quality
- Verifying quantities of completed works through joint measurement
- Certifying interim payment certificates
- Managing variations and change orders
- Monitoring implementation of **environmental and social mitigation measures**
- Ensuring compliance with **health and safety requirements**.

4.5 Defects Notification Period (12 Months)

During the Defects Notification Period, the Consultant shall:

- Conduct periodic inspections of completed works
- Identify defects and notify the Contractor
- Monitor rectification of defects
- Verify completion of remedial works
- Issue the **Performance Certificate**.

5. Design Deliverables and Timeline

Deliverable	Timeline
Inception Report	Month 1
Site Assessment and Survey Report	Month 2
Concept Design Report	Month 3
Preliminary Engineering Design	Month 4
Detailed Engineering Design	Month 5
Final Tender Documentation	Month 6

6. Duration of the Assignment

Phase	Duration
Design and preparation of tender documents	6 months
Procurement support	Up to 6 months
Construction supervision	12 months
Defects Notification Period	12 months

Total consultancy duration: **36 months**

Key Expert	Key Qualifications and Experience	Design	Procurement	Supervision	DNP ¹	Total PM
Team Leader / Senior Civil Engineer	Postgraduate degree in Civil Engineering with at least 10 years experience in infrastructure design and supervision. Proven experience as Team Leader on transport or border infrastructure projects and familiarity with FIDIC contracts.	2	0.5	2	0.5	5
Transport Highway Engineer	Degree in Civil/Transport Engineering with at least 10 years experience in road design, truck parking areas, and traffic circulation planning.	1.5	0	0.5	0	2
Structural Engineer	Degree in Structural Engineering with at least 10 years experience in design of foundations, platforms and civil structures such as weighbridge installations.	1	0	0.5	0	1.5
Water Sanitation & Engineer	Degree in Civil/Environmental Engineering with at least 8 years experience in design of sanitation and wastewater systems.	1	0	0.5	0	1.5
Quantity Surveyor / Cost Engineer	Degree in Quantity Surveying or Construction Economics with at least 10 years experience in cost estimation, BOQs and contract administration.	1.5	0.5	1	0.5	3.5
Resident Engineer Supervision Coordinator	Degree in Civil Engineering with at least 10 years experience in supervision of civil works and contract management under FIDIC conditions. Responsible for coordinating periodic supervision missions.	0	0	6	1	7

¹ DNP: Defects Notification Period

Key Expert	Key Qualifications and Experience	Design	Procurement	Supervision	DNP ¹	Total PM
Topographic Surveyor	Diploma or degree in Surveying or Geomatics with at least 5 years experience in topographic and engineering surveys for infrastructure projects.	1	0	0	0	1
Security Systems Expert (CCTV & Access Control)	Degree in Electrical Engineering, ICT or Security Systems Engineering with at least 8 years experience in CCTV, access control and integrated security systems.	0.5	0.5	0.5	0	1.5
Environmental & Social Safeguards Specialist	Degree in Environmental Science, Environmental Engineering or Social Sciences with at least 5 years experience in environmental and social safeguards for infrastructure projects.	0.5	0	1	0.5	2
TOTAL ESTIMATED INPUT		9	1.5	12	3.5	20 PM

Note: Experience in West Africa would be an added advantage.

7. Key Personnel and Level of Effort

The inputs presented above are indicative and intended to guide consultants in preparing their proposals.

Note: 1. Due to the multi-location nature of the works and the relatively small contract sizes, construction supervision will be undertaken through **periodic supervision missions coordinated by the Resident Engineer**. The Consultant shall deploy appropriate specialists during critical construction stages and carry out regular monitoring visits to ensure compliance with design specifications, contract requirements and environmental and social safeguards.

2. In addition to the Key Personnel listed above, **each construction site shall be supported by a Works Inspector/Clerk of Works forming part of the Engineer's site supervision team**. The Works Inspector/Clerk of Works will assist the Resident Engineer (acting as the Engineer's Representative) in carrying out day-to-day inspection of the Works, monitoring quality and compliance with the Contract specifications, maintaining site records, and reporting on construction progress and issues. **The costs**

for this support staff shall be included and clearly itemized in the Consultant's Financial Proposal."8. Consultant Evaluation Criteria

8. Duty of Care

The Consultant shall be fully responsible for the safety, security, health, and well-being of its personnel and any other persons engaged in the execution of this assignment. The Consultant shall exercise a duty of care and take all reasonable measures to ensure that its personnel operate in a safe and secure manner throughout the duration of the assignment.

The Consultant shall be responsible for arranging and maintaining adequate insurance coverage, medical arrangements, security precautions, and any other measures necessary to protect its personnel while undertaking field missions and project activities.

Trademark Africa (TMA) shall not be liable for any injury, illness, loss, or damage incurred by the Consultant's personnel in the course of performing the assignment.

The Consultant shall ensure that all personnel comply with applicable national laws and regulations, as well as any safety, security, and operational protocols applicable in the project locations.

9. Facilities to be Provided by Trademark Africa (TMA)

Trademark Africa (TMA) will facilitate coordination with relevant stakeholders and government authorities where necessary to support the implementation of the assignment.

TMA will share with the Consultant any relevant documentation that is available in the **public domain**, including existing studies, reports, or background information that may assist in the execution of the assignment.

No additional logistical or operational facilities will be provided by TMA. The Consultant shall make its own arrangements for all resources necessary to undertake the assignment.

The Consultant shall therefore include in its **Financial Proposal** all costs related to the execution of the assignment, including but not limited to:

- Accommodation
- Local and international transport
- Communication and internet services
- Field visits and logistical arrangements
- Office and administrative costs

All such costs shall be fully covered by the Consultant as part of the proposed contract price.

10. Confidentiality and Ownership of Documents

All data, reports, drawings, specifications, designs, documents, and other materials prepared or collected by the Consultant in the course of carrying out this assignment shall remain the property of Trademark Africa (TMA and ECOWAS).

The Consultant shall treat all information obtained during the performance of the assignment as confidential and shall not disclose such information to any third party without the prior written consent of TMA. This obligation shall continue even after the completion or termination of the assignment.

The Consultant shall not use the information, reports, designs, or other materials produced under this assignment for purposes unrelated to the contract without the prior written approval of TMA.

Upon completion of the assignment, the Consultant shall submit all reports, data, drawings, designs, and other relevant documents to TMA in both editable and non-editable formats. All intellectual property rights related to the outputs of this assignment shall vest in Trademark Africa (TMA).

11. Conflict of Interest

The Consultant shall disclose any situation of actual or potential conflict of interest that may arise in the course of performing the assignment.

The Consultant shall not engage in any activity that conflicts with its obligations to Trademark Africa (TMA) under this contract. In particular, the Consultant shall not participate in any downstream activities that may result in a conflict with the services provided under this assignment unless prior written approval is obtained from TMA.

If a conflict of interest arises during the execution of the assignment, the Consultant shall immediately notify TMA in writing and take all necessary steps to resolve the situation in consultation with TMA.

Failure to disclose or adequately manage a conflict of interest may result in termination of the contract.

12. Code of Conduct, Integrity, and Anti-Corruption

The Consultant shall perform the services with the highest standards of professional and ethical competence and integrity.

The Consultant shall comply with all applicable laws and regulations and shall not engage in any form of corruption, fraud, collusion, coercion, or unethical practices in relation to this assignment.

The Consultant and its personnel shall refrain from offering, giving, receiving, or soliciting any form of inducement or benefit that may influence the impartial execution of the assignment.

Trademark Africa (TMA) maintains a zero-tolerance policy towards fraud and corruption. Any suspected cases of misconduct, fraud, or corruption may lead to immediate termination of the contract and may be reported to the relevant authorities.

13. Reporting and Communication Protocol

The Consultant shall report to the designated Project Manager or representative appointed by Trademark Africa (TMA), who shall consistently liaise with ECOWAS for review and endorsement of deliverables and milestones

All formal communications, submissions, and deliverables shall be made through the agreed reporting channels and in accordance with the reporting schedule defined in these Terms of Reference.

The Consultant shall provide regular updates on the progress of the assignment and promptly notify TMA of any issues, risks, or constraints that may affect the timely delivery or quality of the services.

Where required, the Consultant shall participate in coordination meetings with TMA and relevant stakeholders to review progress, discuss key findings, and agree on next steps.

All reports and deliverables shall be submitted in English and in both editable and non-editable electronic formats unless otherwise agreed with TMA.

14. Consultant's Obligations and Responsibilities

The Consultant shall carry out the services with due diligence, efficiency, and in accordance with generally accepted professional standards and practices.

The Consultant shall be responsible for the accuracy and completeness of all designs, reports, drawings, calculations, and other documents prepared under this assignment.

The Consultant shall ensure that all outputs comply with applicable national regulations, relevant international standards, and industry best practices.

The Consultant shall provide all personnel, equipment, materials, and logistical support necessary to complete the assignment within the agreed timeframe.

The Consultant shall also ensure effective coordination with relevant stakeholders and authorities where required to facilitate the successful implementation of the assignment.

15. Professional Liability and Insurance

The Consultant shall be responsible for the professional quality, technical accuracy, and completeness of all services, reports, designs, drawings, specifications, and other outputs prepared under this assignment.

The Consultant shall exercise the highest level of professional skill, care, and diligence in the performance of the services in accordance with generally accepted international standards and practices applicable to similar assignments.

The Consultant shall maintain adequate professional liability insurance and any other relevant insurance coverage for the duration of the assignment.

The Consultant shall be fully responsible for any errors, omissions, or deficiencies in the outputs produced under this assignment and shall, at its own cost, rectify any such deficiencies identified during the implementation of the project that are attributable to the Consultant.

16. Environmental and Social Compliance

The Consultant shall ensure that all proposed designs and recommendations comply with applicable environmental and social regulations and international best practices.

Where applicable, the Consultant shall identify potential environmental and social risks associated with the proposed works and propose appropriate mitigation measures.

The Consultant shall also integrate sustainable and climate-resilient approaches into the design solutions.

17. Data Collection, Surveys, and Site Investigations

The Consultant shall be responsible for collecting all data necessary for the proper execution of the assignment.

This may include site visits, field assessments, stakeholder consultations, surveys, and verification of existing information.

All data, survey results, and investigation outputs generated under this assignment shall be submitted to Trademark Africa (TMA).

18. Stakeholder Engagement and Coordination with Corridor Authorities

Given the regional importance of the **Abidjan–Lagos Corridor**, the Consultant shall ensure effective engagement and coordination with relevant stakeholders.

These may include ECOWAS, government authorities, border management agencies, corridor management institutions, private sector stakeholders, and local communities.

The Consultant shall document the outcomes of stakeholder consultations and ensure that they are reflected in the proposed design solutions and recommendations.

19. Submission of Proposals and Evaluation Criteria

Interested Consultants shall submit both **Technical and Financial Proposals** in accordance with the instructions provided in the Request for Proposals (RFP).

The **Technical Proposal** shall demonstrate the Consultant's understanding of the assignment, methodology, work plan, relevant experience, and qualifications of the proposed team.

The **Financial Proposal** shall present a clear breakdown of all costs associated with the assignment.

Evaluation will follow a **Quality and Cost-Based Selection (QCBS)** approach unless otherwise specified in the procurement documents.

20. Risk Management and Security Considerations

The Consultant shall assess potential risks that may affect the successful execution of the assignment, including security conditions, travel restrictions, access to project locations, and operational constraints.

Where such risks are identified, the Consultant shall propose appropriate mitigation measures and adjust the work plan accordingly.

The Consultant shall inform Trademark Africa (TMA) of any significant risks that may affect the implementation schedule or quality of deliverables.

21. Deliverables Acceptance and Review Process

All deliverables submitted by the Consultant shall be subject to review and approval by Trademark Africa (TMA) and ECOWAS.

TMA and ECOWAS shall review submitted deliverables within a reasonable timeframe and provide comments or feedback where necessary.

Where revisions are required, the Consultant shall address the comments and resubmit the revised deliverables within the agreed timeline.

Acceptance of deliverables shall be based on their compliance with the Terms of Reference, quality standards, and agreed scope of work.

CONSULTANCY SERVICES AGREEMENT

Lump-Sum

Project name _____

Contract number _____

between

[Client name]

and

[Consultant's name]

Date: _____

I. Type of contract

FIXED PRICE

(Text in square brackets [] is optional; all notes must be removed from the final text)

This CONTRACT (hereinafter referred to as "the Contract") is entered into on the *[number]* day of *[month]*, *[year]*, between, on the one hand, **TradeMark Africa (TMA)** (hereinafter referred to as "the Client") and, on the other hand, *[name of consultant]* (hereinafter referred to as "the Consultant").

*[If the Consultant consists of several entities, the above section should be partially amended as follows: "... (hereinafter referred to as the "Client") and, on the other hand, a joint venture (name of the joint venture) composed of the following entities, each member of which shall be jointly and severally liable to the Client for all obligations of the Consultant under this Contract, namely *[name of member]* and *[name of member]* (hereinafter referred to as the "Consultant").]*

WHEREAS

- (a) the Client has requested the Consultant to provide certain consulting services as defined in this Agreement (hereinafter referred to as the "Services");
- (b) the Consultant, after declaring to the Client that it has the necessary professional skills, expertise and technical resources, has agreed to provide the Services in accordance with the terms and conditions set out in this Agreement;
- (c) the Client has funds from **X ()** to cover the cost of the Services and intends to use part of the proceeds of the funds for payments eligible under this Agreement. The financing agreement between the EU/IOM and TMA prohibits any withdrawal from the grant account for the purpose of making payments to persons or entities, or for any importation of goods, if such payment or importation, to the knowledge of the EU/IOM, is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the United Nations

Charter; and (iii) no party other than the client may derive any rights from the funding agreement or claim any part of the grant proceeds;

NOW THEREFORE, the parties hereto agree as follows:

1. The following documents, attached hereto, shall be deemed to form an integral part of this Agreement:

- (a) The general terms and conditions of the agreement (including Appendix 1, "Section 5: TMA CODE OF CONDUCT");
- (b) The special terms and conditions of the contract;
- (c) Appendices:

- Appendix A: Mandate
- Appendix B: Principal Experts
- Appendix C: Breakdown of contract price
- Appendix D: Advance payment guarantee form

In the event of any inconsistency between the documents, the following order of priority shall prevail: the special conditions of the contract; the general conditions of the contract, including Appendix 1; Appendix A; Appendix B; Appendix C; Appendix D. Any reference to this contract shall, where the context permits, include a reference to its appendices.

2. The reciprocal rights and obligations of the client and the consultant are those set out in the contract, in particular:

- (a) the consultant shall provide the services in accordance with the provisions of the contract; and
- (b) the Client shall make payments to the Consultant in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed by their respective authorised signatories on the date first above written.

On behalf of and for the account of , *TradeMark Africa*

[Authorised representative of the Client – name, title and signature]

On behalf of *[Name of Consultant or name of joint venture]*

[Authorised representative of the consultant – name and signature]

[In the case of a joint venture, all members must sign or only the principal member may sign, in which case the power of attorney to sign on behalf of all members must be attached.]

On behalf of and for the account of each member of the consultant *[insert name of joint venture]*

[Name of principal member]

[Authorised representative on behalf of a joint venture]

[add signature blocks for each member if all are signing]

II. General Conditions of Contract

A. GENERAL PROVISIONS

1. Definitions

- 1.1. Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:
- (a) “Applicable Guidelines” means procurement Guidelines of TradeMark Africa.
 - (b) “Applicable Law” means the laws and any other instruments having the force of law in the Client’s country, or in such other country as may be specified in the **Special Conditions of Contract (SCC)**, as they may be issued and in force from time to time.
 - (c) “Beneficiary” means the Government, Government agency or other entity that signs the financing agreement with TradeMark Africa.
 - (d) “Client” means the implementing agency that signs the Contract for the Services with the Selected Consultant.
 - (e) “Consultant” means a legally established professional consulting firm or entity selected by the Client to provide the Services under the signed Contract.
 - (f) “Contract” means the legally binding written agreement signed between the Client and the Consultant and which includes all the attached documents listed in its paragraph 1 of the Form of Contract (the General Conditions (GCC), the Special Conditions (SCC), and the Appendices).
 - (g) “Day” means a working day unless indicated otherwise.
 - (h) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GCC 11.
 - (i) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or JV member(s) assigned by the Consultant to perform the Services or any part thereof under the Contract.
 - (j) “Foreign Currency” means any currency other than the currency of the beneficiary’s country.

- (k) "GCC" means these General Conditions of Contract.
- (l) "Government" means the beneficiary government as defined in the **SCC**.
- (m) "Joint Venture (JV)" means an association with or without a legal personality distinct from that of its members, of more than one entity where one member has the authority to conduct all businesses for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.
- (n) "Key Expert(s)" means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curricula Vitae (CV) was taken into account in the technical evaluation of the Consultant's proposal.
- (o) "Local Currency" means the currency of the beneficiary's country.
- (p) "Non-Key Expert(s)" means an individual professional provided by the Consultant or its Sub-consultant to perform the Services or any part thereof under the Contract.
- (q) "Party" means the Client or the Consultant, as the case may be, and "Parties" means both of them.
- (r) "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.
- (s) "Services" means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.
- (t) "Sub-consultants" means an entity to whom/which the Consultant subcontracts any part of the Services while remaining solely liable for the execution of the Contract.
- (u) "Third Party" means any person or entity other than the Government, the Client, the Consultant or a Sub-consultant.

2. Relationship between the Parties

2.1. Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Client and the Consultant. The Consultant, subject to this Contract, has complete charge of the Experts and Sub-consultants, if any, performing the

- Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.
- 3. Law Governing Contract** 3.1. This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.
- 4. Language** 4.1. This Contract has been executed in the language specified in the **SCC**, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
- 5. Headings** 5.1. The headings shall not limit, alter or affect the meaning of this Contract.
- 6. Communications** 6.1. Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified in Clause GCC 4. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the **SCC**.
- 6.2. A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in the **SCC**.
- 7. Location** 7.1. The Services shall be performed at such locations as are specified in **Appendix A** hereto and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the Client may approve.
- 8. Authority of Member in Charge** 8.1. In case the Consultant is a Joint Venture, the members hereby authorize the member specified in the **SCC** to act on their behalf in exercising all the Consultant's rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.
- 9. Authorized Representatives** 9.1. Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the **SCC**.
- 10. Corrupt and Fraudulent Practices** 10.1. TradeMark Africa requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in **section 5 1- Code of Ethics of TMA**.

- a. Commissions and Fees**
- 10.2. The Client requires the Consultant to disclose any commissions, gratuities or fees that may have been paid or are to be paid to agents or any other party with respect to the selection process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee. Failure to disclose such commissions, gratuities or fees may result in termination of the Contract and/or sanctions by the Bank.

B. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

- 11. Effectiveness of Contract**
- 11.1. This Contract shall come into force and effect on the date (the “Effective Date”) of the Client’s notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the **SCC** have been met.
- 12. Termination of Contract for Failure to Become Effective**
- 12.1. If this Contract has not become effective within such time period after the date of Contract signature as specified in the **SCC**, either Party may, by not less than twenty two (22) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.
- 13. Commencement of Services**
- 13.1. The Consultant shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the **SCC**.
- 14. Expiration of Contract**
- 14.1. Unless terminated earlier pursuant to Clause GCC 19 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the **SCC**.
- 15. Entire Agreement**
- 15.1. This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.
- 16. Modifications or Variations**
- 16.1. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

17. Force Majeure

a. Definition

17.1. For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.

17.2. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party’s Experts, Sub-consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract and avoid or overcome in the carrying out of its obligations hereunder.

17.3. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

b. No Breach of Contract

17.4. The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

c. Measures to be Taken

17.5. A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

17.6. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) calendar days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

17.7. Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

17.8. During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Client, shall either:

- (a) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, in reactivating the Services; or
- (b) continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.

17.9. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses GCC 44 & 45.

18. Suspension

18.1. The Client may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) calendar days after receipt by the Consultant of such notice of suspension.

19. Termination

19.1. This Contract may be terminated by either Party as per provisions set up below:

a. By the Client

19.1.1. The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause. In such an occurrence the Client shall give at least thirty (30) calendar days' written notice of termination to the Consultant in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e); and at least five (5) calendar days' written notice in case of the event referred to in (f):

- (a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 18;
- (b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 45.1;
- (d) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;
- (e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;
- (f) If the Consultant fails to confirm availability of Key Experts as required in Clause GCC 13.

19.1.2. Furthermore, if the Client determines that the Consultant has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Client may, after giving fourteen (14) calendar days written notice to the Consultant, terminate the Consultant's employment under the Contract.

**b. By the
Consultant**

19.1.3. The Consultant may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Client, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.

- (a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GCC 45.1 within forty-five (45) calendar days after receiving written notice from the Consultant that such payment is overdue.

- (b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.
 - (c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 45.1.
 - (d) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultant's notice specifying such breach.
- c. Cessation of Rights and Obligations**

19.1.4. Upon termination of this Contract pursuant to Clauses GCC 12 or GCC 19 hereof, or upon expiration of this Contract pursuant to Clause GCC 14, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GCC 22, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 25, and (iv) any right which a Party may have under the Applicable Law.
- d. Cessation of Services**

19.1.5. Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 19a or GCC 19b, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Client, the Consultant shall proceed as provided, respectively, by Clauses GCC 27 or GCC 28.
- e. Payment upon Termination**

19.1.6. Upon termination of this Contract, the Client shall make the following payments to the Consultant:

 - (a) payment for Services satisfactorily performed prior to the effective date of termination; and
 - (b) in the case of termination pursuant to paragraphs (d) and (e) of Clause GCC 19.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract, including the cost of the return travel of the Experts.

C. OBLIGATIONS OF THE CONSULTANT**20. General****a. Standard of Performance**

20.1 The Consultant shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with the third parties.

20.2. The Consultant shall employ and provide such qualified and experienced Experts and Sub-consultants as are required to carry out the Services.

20.3. The Consultant may subcontract part of the Services to an extent and with such Key Experts and Sub-consultants as may be approved in advance by the Client. Notwithstanding such approval, the Consultant shall retain full responsibility for the Services.

b. Law Applicable to Services

20.4. The Consultant shall perform the Services in accordance with the Contract and the Applicable Law and shall take all practicable steps to ensure that any of its Experts and Sub-consultants, comply with the Applicable Law.

20.5. Throughout the execution of the Contract, the Consultant shall comply with the import of goods and services prohibitions in the Client's country when

- (a) as a matter of law or official regulations, the beneficiary's country prohibits commercial relations with that country; or
- (b) 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 beneficiary's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.

20.6. The Client shall notify the Consultant in writing of relevant local customs, and the Consultant shall, after such notification, respect such customs.

- 21. Conflict of Interests**
- 21.1. The Consultant shall hold the Client's interest's paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.
- a. Consultant Not to Benefit from Commissions, Discounts, etc.**
- 21.1.1 The payment of the Consultant pursuant to GCC F (Clauses GCC 38 through 42) shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GCC 21.1.3, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-consultants, as well as the Experts and agents of either of them, similarly shall not receive any such additional payment.
- 21.1.2 Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant shall comply with the Bank's Applicable Guidelines, and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Client.
- b. Consultant and Affiliates Not to Engage in Certain Activities**
- 21.1.3 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-consultants and any entity affiliated with such Sub-consultants, shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Consultant's Services for the preparation or implementation of the project, unless otherwise indicated in the **SCC**.
- c. Prohibition of Conflicting Activities**
- 21.1.4 The Consultant shall not engage and shall cause its Experts as well as its Sub-consultants not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.
- d. Strict Duty to Disclose Conflicting Activities**
- 21.1.5 The Consultant has an obligation and shall ensure that its Experts and Sub-consultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.

- 22. Confidentiality** 22.1 Except with the prior written consent of the Client, the Consultant and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Experts make public the recommendations formulated in the course of, or as a result of, the Services.
- 23. Liability of the Consultant** 23.1 Subject to additional provisions, if any, set forth in the **SCC**, the Consultant's liability under this Contract shall be provided by the Applicable Law.
- 24. Insurance to be Taken out by the Consultant** 24.1 The Consultant (i) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at its (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage specified in the **SCC**, and (ii) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC 13.
- 25. Accounting, Inspection and Auditing** 25.1 The Consultant shall keep and shall make all reasonable efforts to cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Services and in such form and detail as will clearly identify relevant time changes and costs.
- 25.2 The Consultant shall permit and shall cause its Sub-consultants to permit, the EU/IOM and/or persons appointed by the EU/IOM to inspect the Site and/or all accounts and records relating to the performance of the Contract and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by the EU/IOM if requested by the EU/IOM. The Consultant's attention is drawn to Clause GCC 10 which provides, inter alia, that acts intended to materially impede the exercise of the EU/IOM's inspection and audit rights provided for under this Clause GCC25.2 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility under the EU/IOM's prevailing sanctions procedures.)
- 26. Reporting Obligations** 26.1 The Consultant shall submit to the Client the reports and documents specified in **Appendix A**, in the form, in the numbers and within the time periods set forth in the said Appendix.

27. Proprietary Rights of the Client in Reports and Records

27.1 Unless otherwise indicated in the **SCC**, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for the Client in the course of the Services shall be confidential and become and remain the absolute property of the Client. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Client.

27.2 If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the Consultant shall obtain the Client's prior written approval to such agreements, and the Client shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the **SCC**.

28. Equipment, Vehicles and Materials

28.1 Equipment, vehicles and materials made available to the Consultant by the Client, or purchased by the Consultant wholly or partly with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the Client an inventory of such equipment, vehicles and materials and shall dispose of such equipment, vehicles and materials in accordance with the Client's instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their full replacement value.

28.2 Any equipment or materials brought by the Consultant or its Experts into the Client's country for the use either for the project or personal use shall remain the property of the Consultant or the Experts concerned, as applicable.

D. CONSULTANT'S EXPERTS AND SUB-CONSULTANTS**29. Description of Key Experts**

29.1 The title, agreed job description, minimum qualification and estimated period of engagement to carry out the Services of each of the Consultant's Key Experts are described in **Appendix B**.

30. Replacement of Key Experts

30.1 Except as the Client may otherwise agree in writing, no changes shall be made in the Key Experts.

30.2 Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultant's written request and due to circumstances outside the reasonable control of the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration.

31. Removal of Experts or Sub-consultants

31.1 If the Client finds that any of the Experts or Sub-consultant has committed serious misconduct or has been charged with having committed a criminal action, or shall the Client determine that Consultant's Expert or Sub-consultant have engaged in corrupt, fraudulent, collusive, coercive or obstructive practice while performing the Services, the Consultant shall, at the Client's written request, provide a replacement.

31.2 In the event that any of Key Experts, Non-Key Experts or Sub-consultants is found by the Client to be incompetent or incapable in discharging assigned duties, the Client, specifying the grounds therefore, may request the Consultant to provide a replacement.

31.3 Any replacement of the removed Experts or Sub-consultants shall possess better qualifications and experience and shall be acceptable to the Client.

31.4 The Consultant shall bear all costs arising out of or incidental to any removal and/or replacement of such Experts.

E. OBLIGATIONS OF THE CLIENT**32. Assistance and Exemptions**

32.1 Unless otherwise specified in the **SCC**, the Client shall use its best efforts to:

- (a) Assist the Consultant with obtaining work permits and such other documents as shall be necessary to enable the Consultant to perform the Services.
- (b) Assist the Consultant with promptly obtaining, for the Experts and, if appropriate, their eligible dependents, all necessary entry and exit visas, residence permits, exchange permits and any other documents

required for their stay in the Client's country while carrying out the Services under the Contract.

- (c) Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Experts and their eligible dependents.
- (c) Issue to officials, agents and representatives of the Government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Services.
- (d) Assist the Consultant and the Experts and any Sub-consultants employed by the Consultant for the Services with obtaining exemption from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity in the Client's country according to the applicable law in the Client's country.
- (e) Assist the Consultant, any Sub-consultants and the Experts of either of them with obtaining the privilege, pursuant to the applicable law in the Client's country, of bringing into the Client's country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Experts and of withdrawing any such amounts as may be earned therein by the Experts in the execution of the Services.
- (f) Provide to the Consultant any such other assistance as may be specified in the **SCC**.

33. Access to Project Site

33.1 The Client warrants that the Consultant shall have, free of charge, unimpeded access to the project site in respect of which access is required for the performance of the Services. The Client will be responsible for any damage to the project site or any property thereon resulting from such access and will indemnify the Consultant and each of the experts in respect of liability for any such damage, unless such damage is caused by the willful default or negligence of the Consultant or any Sub-consultants or the Experts of either of them.

**34. Change in the
Applicable Law
Related to Taxes and
Duties**

34.1 If, after the date of this Contract, there is any change in the applicable law in the Client's country with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and

corresponding adjustments shall be made to the Contract price amount specified in Clause GCC 38.1

35. Services, Facilities and Property of the Client 35.1 The Client shall make available to the Consultant and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference at the times and in the manner specified in said Terms of Reference.

36. Counterpart Personnel 36.1 The Client shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the Client with the Consultant's advice, if specified in Terms of Reference.

36.2 Professional and support counterpart personnel, excluding Client's liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the Client shall not unreasonably refuse to act upon such request.

37. Payment Obligation 37.1 In consideration of the Services performed by the Consultant under this Contract, the Client shall make such payments to the Consultant for the deliverables specified in Terms of Reference and in such manner as is provided by GCC F below.

F. PAYMENTS TO THE CONSULTANT

38. Contract Price 38.1 The Contract price is fixed and is set forth in the **SCC**. The Contract price breakdown is provided in **Appendix C**.

38.2 Any change to the Contract price specified in Clause 38.1 can be made only if the Parties have agreed to the revised scope of Services pursuant to Clause GCC 16 and have amended in writing the Terms of Reference in **Appendix A**.

39. Taxes and Duties 39.1 The Consultant, Sub-consultants and Experts are responsible for meeting any and all tax liabilities arising out of the Contract unless it is stated otherwise in the **SCC**.

39.2 As an exception to the above and as stated in the **SCC**, all local identifiable indirect taxes (itemized and finalized at Contract negotiations) are reimbursed to the Consultant or are paid by the Client on behalf of the Consultant.

- 40. Currency of Payment** 40.1 Any payment under this Contract shall be made in the currency(ies) of the Contract.
- 41. Mode of Billing and Payment** 41.1 The total payments under this Contract shall not exceed the Contract price set forth in Clause GCC 38.1.
- 41.2 The payments under this Contract shall be made in lump-sum installments against deliverables specified in **Appendix A**. The payments will be made according to the payment schedule stated in the **SCC**.
- 41.2.1 Advance payment: Unless otherwise indicated in the **SCC**, an advance payment shall be made against an advance payment bank guarantee acceptable to the Client in an amount (or amounts) and in a currency (or currencies) specified in the **SCC**. Such guarantee (i) is to remain effective until the advance payment has been fully set off, and (ii) is to be in the form set forth in **Appendix D**, or in such other form as the Client shall have approved in writing. The advance payments will be set off by the Client in equal portions against the lump-sum installments specified in the **SCC** until said advance payments have been fully set off.
- 41.2.2 The Lump-Sum Installment Payments. The Client shall pay the Consultant within thirty (30) days after the receipt by the Client of the deliverable(s) and the cover invoice for the related lump-sum installment payment. The payment can be withheld if the Client does not approve the submitted deliverable(s) as satisfactory in which case the Client shall provide comments to the Consultant within the same thirty (30) days period. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.
- 41.2.3 The Final Payment. The final payment under this Clause shall be made only after the final report I have been submitted by the Consultant and approved as satisfactory by the Client. The Services shall then be deemed completed and finally accepted by the Client. The last lump-sum installment shall be deemed approved for payment by the Client within sixty (60) calendar days after receipt of the final report by the Client unless the Client, within such sixty (90) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. 41.2.4 All payments under this Contract shall be made to the accounts of the Consultant specified in the **SCC**.

41.2.4 With the exception of the final payment under 41.2.3 above, payments do not constitute acceptance of the whole Services nor relieve the Consultant of any obligations hereunder.

42. Interest on Delayed Payments

42.1 If the Client had delayed payments beyond fifteen (15) days after the due date stated in Clause GCC 41.2.2 , interest shall be paid to the Consultant on any amount due by, not paid on, such due date for each day of delay at the annual rate stated in the **SCC**.

G. FAIRNESS AND GOOD FAITH

43. Good Faith

43.1 The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

H. SETTLEMENT OF DISPUTES

44. Amicable Settlement

44.1 The Parties shall seek to resolve any dispute amicably by mutual consultation.

44.2 If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within fourteen (14) days after receipt. If that Party fails to respond within fourteen (14) days, or the dispute cannot be amicably settled within fourteen (14) days following the response of that Party, Clause GCC 45.1 shall apply.

45. Dispute Resolution

45.1 Any dispute between the Parties arising under or related to this Contract that cannot be settled amicably may be referred to by either Party to the adjudication/arbitration in accordance with the provisions specified in the **SCC**.

III. Special terms and conditions of the contract

[The notes in square brackets are provided for information purposes only and must be deleted from the final text of the signed contract]

GC clause number	Amendments and additions to the clauses of the general terms and conditions of the contract
1.1(b) and 3.1	<p>The contract shall be interpreted in accordance with the laws of the Ghana. The contract shall be governed by the laws of <i>the Ghana, which shall be the place of domicile of the contract.</i></p>
4.1	<p>The language is: The language of the contract shall be English.</p>
6.1 and 6.2	<p>The addresses are as follows:</p> <p>Executor: TRADEMARK AFRICA, Fidelity Insurance Centre, 2nd Floor, Off Waiyaki Way, Westlands P.O. Box 313, 00606 Nairobi, Kenya</p> <p>For the attention of: Senior Director, Corporate Resources</p> <p>Email (if authorised): <u>procurement@trademarkafrica.com</u></p> <p>Consultant: _____ _____</p> <p>Attention: _____</p> <p>Fax: _____</p> <p>Email (if authorised): _____</p>
8.1	<p><i>[If the consultant is a single entity, indicate "N/A"; OR If the consultant is a joint venture consisting of several entities, the name of the joint venture member whose address is indicated in clause CPC6.1 must be inserted here.]</i></p> <p>The lead member representing the joint venture is _____ _____ [insert name of member]</p>
9.1	<p>The authorised representatives are:</p>

	<p>For the client: <i>[name, title]</i>_____</p> <p>For the consultant: <i>[name, title]</i>_____</p>
11.1	The conditions for effectiveness are as follows: <i>Not Applicable</i>
12.1	<p>Termination of the contract for failure to come into force:</p> <p>The period is <i>15 days from the date of signature of the contract.</i></p>
13.1	<p>Commencement of services:</p> <p>The number of days is 7 days from the effective date of the contract.</p> <p>Confirmation of the availability of key experts to commence the assignment must be submitted to the client in writing in the form of a written statement signed by each key expert.</p>
14.1	Contract expiry: Twenty-Four (24) Months
21 b.	<p>The client reserves the right to determine on a case-by-case basis whether the consultant should be disqualified from supplying goods, works or services not related to consultancy due to a conflict of the nature described in clause GTC 21.1.3.</p> <p>Yes ___ <input checked="" type="checkbox"/> ___ No _____</p>

23.1	<p>The following limitation of the Consultant's Liability towards the Client can be subject to the Contract's negotiations:</p> <p>"Limitation of the Consultant's Liability towards the Client:</p> <p>(a) Except in the case of gross negligence or willful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Client's property, shall not be liable to the Client:</p> <p style="padding-left: 40px;">(i) for any indirect or consequential loss or damage; and</p> <p style="padding-left: 40px;">(ii) for any direct loss or damage that exceeds two times the total value of the Contract;</p> <p>(b) This limitation of liability shall not</p> <p style="padding-left: 40px;">(i) affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services;</p> <p style="padding-left: 40px;">(ii) be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the Applicable Law.</p>
24.1	<p>The insurance coverage against the risks shall be as follows:</p> <p><i>[Delete what is not applicable except (a)].</i></p> <p>(a) Professional liability insurance, with a minimum coverage of _____ <i>[insert amount and currency which should be not less than the total ceiling amount of the Contract];</i></p> <p>(b) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Client's country by the Consultant or its Experts or Sub-consultants, with a minimum coverage of <i>[insert amount and currency or state "in accordance with the applicable law in the Client's country"];</i></p> <p>(c) Third Party liability insurance, with a minimum coverage of <i>[insert amount and currency or state "in accordance with the applicable law in the Client's country"];</i></p> <p>(d) employer's liability and workers' compensation insurance in respect of the experts and Sub-consultants in accordance with the relevant provisions of the applicable law in the Client's country, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate; and</p>

	(e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant’s property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.																
27.1	Not applicable																
27	Neither party may use <i>the documents, reports, drawings and software</i> produced for purposes unrelated to this contract without the prior written consent of the other party.																
38.1	<p>The contract price is: _____ <i>[insert amount and currency for each applicable currency] [indicate whether local indirect taxes are included or excluded].</i></p> <p>All local indirect taxes applicable to this Contract for the Services provided by the Consultant shall be <i>[insert as appropriate: "paid" or "reimbursed"]</i> by the Client <i>[insert as appropriate: "for" or "to"]</i> the Consultant.</p> <p>The amount of these taxes is _____ <i>[insert the amount finalised during the Contract negotiations based on the estimates provided by the Consultant in form FIN-2 of the Consultant’s Financial Proposal.</i></p>																
39.1 and 39.2	None																
41.2	<p>Payment schedule:</p> <p>1. Payment Schedule</p> <table border="1"> <thead> <tr> <th>Deliverable</th> <th>Payment</th> </tr> </thead> <tbody> <tr> <td>Inception Report</td> <td>10%</td> </tr> <tr> <td>Concept Design</td> <td>10%</td> </tr> <tr> <td>Detailed Engineering Design</td> <td>25%</td> </tr> <tr> <td>Tender Documentation</td> <td>10%</td> </tr> <tr> <td>Construction Supervision</td> <td>35%</td> </tr> <tr> <td>DNP Supervision & Final Report</td> <td>10%</td> </tr> <tr> <td>Total</td> <td>100%</td> </tr> </tbody> </table> <p>Note: Payments for construction supervision shall be made proportionally based on the progress of works and submission of monthly supervision reports approved by the Employer.</p>	Deliverable	Payment	Inception Report	10%	Concept Design	10%	Detailed Engineering Design	25%	Tender Documentation	10%	Construction Supervision	35%	DNP Supervision & Final Report	10%	Total	100%
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41.2.1	<p><i>[Advance payment may be made in foreign currency, local currency or both currencies; select the appropriate wording in the clause below. The bank guarantee for advance payment must be denominated in the same currency or currencies].</i></p> <p>The following provisions apply to advance payment and the bank guarantee for advance payment:</p> <p>(1) An advance payment [of <i>[insert amount]</i> in foreign currency] [and <i>[insert amount]</i> in local currency] shall be made within <i>[insert number]</i> days of receipt of a bank guarantee for advance payment by the Customer. The advance payment shall be deducted by the Customer in equal instalments from [list the payments from which the advance payment is deducted].</p> <p>(2) The bank guarantee for advance payment shall be denominated in the currency or currencies of the advance payment.</p> <p>(3) The bank guarantee shall be released when the advance payment has been fully offset.</p>
41.2.4	<p>The accounts are as follows:</p> <p>for foreign currencies: <i>[insert account]</i>. for local currency: <i>[insert account]</i>.</p>
42.1	<p>The interest rate is: <i>[insert rate]</i>.</p>
45.1	<p><i>[In contracts with foreign consultants, the Bank requires recourse to international commercial arbitration in a neutral location.</i></p> <p>Disputes shall be settled by arbitration in accordance with the following provisions:</p> <p>1. <u>Selection of arbitrators.</u> Any dispute submitted to arbitration by a party shall be heard by a sole arbitrator or an arbitration panel composed of three (3) arbitrators, in accordance with the following provisions:</p> <p>(a) If the parties agree that the dispute concerns a technical issue, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days of receipt by the other party of a proposal for such appointment by the party that initiated the proceedings, either party may request the <i>National Centre for Arbitration, Conciliation and Mediation (CENACOM), Democratic Republic of Congo</i> to provide a list of at least five (5) candidates and, upon receipt of such list, the parties shall alternately strike names from the list, and the last remaining candidate on the list shall be the sole arbitrator for the matter in dispute. If the last remaining candidate has not been determined in this manner within sixty (60) days of the date of the list, the <i>National Centre for Arbitration,</i></p>

	<p><i>Conciliation and Mediation (CENACOM), Democratic Republic of Congo shall, at the request of either party and from this list or otherwise, appoint a sole arbitrator for the dispute.</i></p> <p>(b) If the parties do not agree that the dispute concerns a technical matter, the client and the consultant shall each appoint one (1) arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall preside over the arbitral tribunal. If the arbitrators appointed by the parties fail to appoint a third arbitrator within thirty (30) days of the appointment of the last of the two (2) arbitrators appointed by the parties, the third arbitrator shall, at the request of either party, be appointed by the <i>Secretary General of the National Centre for Arbitration, Conciliation and Mediation (CENACOM), Democratic Republic of Congo.</i></p> <p>(c) If, in a dispute subject to paragraph (b) above, a party fails to appoint its arbitrator within thirty (30) days of the appointment of the arbitrator by the other party, the party that has appointed an arbitrator may request the <i>National Centre for Arbitration, Conciliation and Mediation (CENACOM), Democratic Republic of Congo</i> to appoint a sole arbitrator for the dispute, and the arbitrator appointed in accordance with such request shall be the sole arbitrator for that dispute.</p>
	<p>2. <u>Rules of Procedure:</u> The arbitration proceedings shall be conducted in accordance with the Rules of Procedure for Arbitration of <i>the National Centre for Arbitration, Conciliation and Mediation (CENACOM), Democratic Republic of Congo</i> in force on the date of this Agreement.</p> <p>3. <u>Substitute arbitrators.</u> If, for any reason, an arbitrator is unable to perform his or her duties, a substitute shall be appointed in the same manner as the original arbitrator.</p> <p>4. <u>Nationality and qualifications of arbitrators.</u> The sole arbitrator or third arbitrator appointed in accordance with paragraphs 1(a) to 1(c) above shall be an internationally recognised legal or technical expert with extensive experience in the field that is the subject of the dispute and shall not be a national of the country of origin of the consultant [<i>if the consultant consists of several entities, add: or the country of origin of any of its members or any of the parties</i>] or <i>the country of the government.</i> For the purposes of this clause, "country of origin" means:</p> <p>(a) the country of registration of the consultant [<i>if the consultant consists of several entities, add: or of one of their members or parties</i>]; or</p> <p>(b) the country in which the consultant's principal place of business is located [or that of one of its members or parties]; or</p> <p>(c) the country of which the majority of the consultant's shareholders [or any member or party] are nationals; or</p>

	<p>(d) the country of which the relevant sub-consultants are nationals, where the dispute concerns a subcontract.</p>
	<p>5. <u>Miscellaneous</u>. In any arbitration proceedings under this Agreement:</p> <p>(a) Unless otherwise agreed by the parties, proceedings shall take place in Kinshasa, Democratic Republic of Congo.</p> <p>(b) The language [<i>English</i>] shall be the official language for all purposes; and</p> <p>(c) the decision of the sole arbitrator or the majority of arbitrators (or the third arbitrator if there is no majority) shall be final and binding and may be enforced by any court of competent jurisdiction, and the parties hereby waive any objection or claim of immunity with respect to such enforcement.</p>

IV. Appendices

APPENDIX A – TERMS OF REFERENCE

[This Appendix shall include the final Terms of Reference (TORs) worked out by the Client and the Consultant during the negotiations; dates for completion of various tasks; location of performance for different tasks; detailed reporting requirements and list of deliverables against which the payments to the Consultant will be made; Client's input, including counterpart personnel assigned by the Client to work on the Consultant's team; specific tasks or actions that require prior approval by the Client.]

Insert the text based on the Section 7 (Terms of Reference) of the ITC in the RFP and modified based on the Forms TECH-1 through TECH-5 of the Consultant's Proposal. Highlight the changes to Section 7 of the RFP]

.....

APPENDIX B - KEY EXPERTS

[Insert a table based on form TECH-6 of the consultant's technical proposal and finalised during contract negotiations. Attach CVs (updated and signed by the respective key experts) demonstrating the qualifications of the key experts.]

.....

APPENDIX C - BREAKDOWN OF THE CONTRACT PRICE FOR THE

[Insert table with unit rates to obtain breakdown of lump sum price. The table should be based on [Forms FIN-3 and FIN-4] of the consultant's proposal and reflect any changes agreed upon during contract negotiations, if applicable. The footnote should list the changes made to [Forms FIN-3 and FIN-4] during negotiations or indicate that no changes were made.]

Where the consultant has been selected using the quality-based selection method, also add the following:

"The agreed remuneration rates must be indicated in the attached Standard Form I. This form must be prepared on the basis of Annex A of FIN-3 form of the Request for Proposals "Consultants' Declarations Concerning Costs and Fees" submitted by the consultant to the client prior to contract negotiations.

If the client finds (either through inspections or audits in accordance with GCC Clause 25.2 or by other means) that these statements are materially incomplete or inaccurate, it is entitled to make appropriate adjustments to the remuneration rates affected by these materially incomplete or inaccurate statements. Any such adjustment shall have retroactive effect and, if remuneration has already been paid by the client prior to such adjustment, (i) the Client shall be entitled to offset any overpayment against the next monthly payment to the Consultants, or (ii) if there are no further payments to be made by the Client to the Consultants, the Consultants shall refund any overpayment to the Client within thirty (30) days of receiving a written request from the Client. Any request for a refund by the Client must be made within twelve (12) calendar months of the Client's receipt of a final report and final statement approved by the Client in accordance with clause GTC 45.1(d) of this Contract."]

Model Form I
Breakdown of Agreed Fixed Rates in Consultant’s Contract

We hereby confirm that we have agreed to pay to the Experts listed, who will be involved in performing the Services, the basic fees and away from the home office allowances (if applicable) indicated below:

(Expressed in [insert name of currency])*

Experts		1	2	3	4	5	6	7	8
Name	Position	Basic Remuneration rate per Working Month/Day/Year	Social Charges ¹	Overhead ¹	Subtotal	Profit ²	Away from Home Office Allowance	Agreed Fixed Rate per Working Month/Day/Hour	Agreed Fixed Rate per Working Month/Day/Hour ¹
Home Office									
Work in the Client’s Country									

1 Expressed as percentage of 1

2 Expressed as percentage of 4

* If more than one currency, add a table

 Signature
 Name and Title: _____

 Date

APPENDIX D - FORM OF ADVANCE PAYMENTS GUARANTEE

[See Clause GCC 41.2.1 and SCC 41.2.1]

{SWIFT identifier code}

Bank Guarantee for Advance Payment**Instructions for Issuance of Bank Guarantee via SWIFT**

(The Bank Guarantee is to be issued by Contractor/Vendor's bank through SWIFT, and advised to TradeMark Africa [TMA] nominated banker)

Date: *[insert date (as day, month, and year)]*

Contractor/Vendor Name:

Contract Reference No: *[insert Procurement Reference Number]*

Contract Title:

Contract Value and Currency:

Bank Guarantee Value and Currency:

Bank Guarantee Validity: *[insert date (as day, month, and year)]*

Guarantee Type: [Advance Payment Security/Performance Guarantee/Bid Security]

ISSUE BANK GUARANTEE TO:

Beneficiary: *Trademark Africa*

Beneficiary's Bank: *NCBA Bank Kenya PLC*

Beneficiary's Bank SWIFT address: *CBAFKENX*

APPENDIX D - ADVANCE PAYMENT GUARANTEE FORM

[See clauses GTC 41.2.1 and CPC 41.2.1]

{SWIFT identification code}

Bank guarantee for advance payment

Instructions for issuing a bank guarantee via SWIFT

(The bank guarantee must be issued by the contractor/supplier's bank via SWIFT and notified to the bank designated by Trademark Africa [TMA]).

Date: *[insert date (day, month and year)]*

Contractor/supplier name:

Contract reference number: *[insert purchase reference number]*

Contract title:

Contract value and currency:

Value and currency of the bank guarantee:

Validity of the bank guarantee: *[insert date (day, month and year)]*

Type of guarantee: [advance payment guarantee/performance guarantee/bid bond]

ISSUED BY:

Beneficiary: *Trademark Africa*

Beneficiary's bank: *NCBA Bank Kenya PLC*

SWIFT address of the beneficiary's bank: *CBAFKENX*

Guidelines to bidders sending by email**1.1 Guide for bidders for email submissions**

- a) TradeMark Africa (TMA) will automatically send a confirmation email for all applications, offers, proposals and/or submissions received via the email addresses stipulated/specified in the tender document. If a bidder does not **IMMEDIATELY** receive a confirmation email after submitting their application, bid, proposal and/or tender to the email address specified in the tender document, they must **IMMEDIATELY** contact TMA's procurement department on mobile number **+254 731 884 428** to verify that their application, bid, proposal and/or tender has been received.
- b) Bidders should not ignore rejection emails received regarding the rejection of an application, bid, proposal and/or tender sent by email. If such an email is received, contact TMA's procurement department **IMMEDIATELY**.

1.2 Possible reasons for rejection of a submission sent by email

- a) The email submission exceeded the maximum size of 5 MB;
- b) The subject line matched a subject line known to be used in phishing attempts;
- c) The email contained a URL known to be used for phishing purposes, or the email originated from a server associated with phishing;
- d) The outgoing mail server was blacklisted; or
- e) The email contained a virus or malware.

1.3 Remedial measures for bids rejected before the tender closing date and time

Before the closing date and time of the tender, if a bidder's submission is rejected, the following corrective measures should be considered before resubmitting.

- a) If the total size of the attachments sent by email **exceeds 5 MB**, tenderers must resend their tender in several emails or use other means such as **WeTransfer, Dropbox or Google Drive**. The tenderer must clearly indicate the number of emails that constitute the complete tender.

For example: email **1 of XX**;

- b) If the submission sent by email includes compressed or executable files, decompress or delete the executable files, then resubmit your application by one or more emails (see point 1.3a) above if the files collectively exceed 5 MB);
- c) If the email submission is rejected due to a blacklisted domain, the applicant is required to resend the submission from another email account belonging to a domain that is not blacklisted, e.g. Gmail. Please note that this must be done before the stipulated deadline for submission of applications; and
- d) If the email submission is rejected due to a virus/malware in the email or any of the attachments, ensure that the virus/malware is removed/cleaned before resending the submission.

TMA's procurement department will only review and process cases of undelivered applications, bids, proposals and/or submissions if the bidder(s) concerned notify us before the deadline for submission of bids.

Automatic acknowledgement of receipt sent from the e-mail boxes of the Procurement Department and the Contractual Framework

Dear Sir or Madam,

We acknowledge receipt of your email sent to TradeMark Africa's Procurement mailbox.

Your email will be reviewed, and a response will be provided as soon as possible. Please visit our website, www.trademarkafrica.com/procurement-faqs/, for our procurement guidelines and answers to frequently asked questions.

If you have submitted a bid in an open procurement process, it may take several weeks before you receive a response from us.

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

*Please contact us on mobile number **+254 731 884 428** if you do not receive an automatic confirmation email immediately after submitting your bid.*

For and on behalf of:

Joe Namwaya

Head of Procurement

TradeMark Africa

Fidelity Insurance Centre,

2nd Floor, Off Waiyaki Way, Westlands

P.O. Box 313, 00606 Nairobi, Kenya

Email: procurement@trademarkafrica.com

www.trademarkafrica.com

