REQUEST FOR PROPOSAL FOR CONSULTING FIRMS

NAME OF CLIENT: **TRADEMARK AFRICA**

CLIENT COUNTRY: **KENYA**

RFP NUMBER: **PRQ20260072**

ASSIGNMENT TITLE: **DIAGNOSTIC ASSESSMENT FOR THE ESTABLISHMENT OF A SMART CORRIDOR AND PATHWAY TOWARD NO-STOP BORDERS**

DATE OF INVITATION: **11th SEPTEMBER 2026**

SUBMISSION DEADLINE**:** **2nd OCTOBER 2026**

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PART I

SECTION 1. REQUEST FOR PROPOSAL

Request for Proposal Letter

[Consulting Services from Firms - Two-Envelope Bidding Process]

Name of Assignment: Diagnostic Assessment for the Establishment of a Smart Corridor and Pathway Toward No-Stop Borders

RFP Reference No.: PRQ20260072

Country: Kenya

Date: 11th September 2026

1. TradeMark Africa has allocated financing received from one of donors towards implementation of the assignment for **'Diagnostic Assessment for the Establishment of a Smart Corridor and Pathway Toward No-Stop Borders''** and intends to apply part of the funds toward payments under this contract.
2. The Client now invites proposals from qualified firms to provide the following consulting services (hereinafter called "Services")**"Diagnostic Assessment for the Establishment of a Smart Corridor and Pathway Toward No-Stop Borders''** More details on the Services are provided in the Terms of Reference in Section 7.
3. This Request for Proposals (RFP) has been addressed to qualified consulting firms with the required qualifications to implement the assignment:
4. A firm will be selected under **Quality and Cost Based Selection (QCBS)** in accordance with TMA Procurement Procedures Manual and Regulations.
5. The RFP includes the following documents:

   Section 1 – Request for Proposals Letter

   Section 2 - Instructions to Consultants and Data Sheet

   Section 3 - Technical Proposal - Standard Forms

   Section 4 - Financial Proposal - Standard Forms

   Section 6 - Terms of Reference

   Section 7 - Standard Forms of Contract
6. Please inform us by **18 September 2026** by the email address at procurement@trademarkafrica.com whether you intend to submit a proposal.
7. Details on the proposal's submission date, time and address are provided in ITC 17.7 and ITC 17.9.

Yours sincerely,

Joe Namwaya, Head of Procurement

Client Name: **TradeMark Africa**

Attn: **Mawira Mbae**

Address: **Fidelity Insurance Centre, P.O Box 313-00606**

City: Nairobi Kenya

Country: **Kenya**

Telephone: **+254 20 423 5000**

E-mail: **procurement@trademarkafrica.com**

Website: **https://www.trademarkafrica.com/procurement**

Section 2. Instructions to Consultants and Data Sheet

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Instructions to Consultants

A. General Provisions

1. Definitions

(a) **"Affiliate(s)"** means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.

(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 **Data Sheet**, as they may be issued and in force from time to time.

(c) **"TMA"** means the TradeMark Africa

(d) **"Recipient"** means the Government agency or other entity that has an implementation agreement with TMA.

(e) **"Client"** means the implementing agency that signs the Contract for the Services with the selected Consultant.

(f) "**Client's Personnel"** is as defined in Clause GCC 1.1 (e).

(g) **"Consultant"** means a legally established professional consulting firm or an entity that may provide or provides the Services to the Client under the Contract.

(h) **"Contract"** means a legally binding written agreement signed between the Client and the Consultant and includes all the attached documents listed in its Clause 1 (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices).

(i) **"Data Sheet"** means an integral part of the Instructions to Consultants (ITC) Section 2 that is used to reflect specific country and assignment conditions to supplement, but not to over-write, the provisions of the ITC.

(j) **"Day"** means a calendar day, unless otherwise specified as **"Business Day".** A Business Day is any day that is an official working day of the Client Country excluding the official public holidays.

(k) **"Experts"** means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s).

(l) **"Government"** means the government of the Client's country.

(m) **"in writing"** means communicated in written form (e.g. by mail, e-mail, including, if specified in the Data Sheet, distributed or received through the electronic-procurement system used by the Client) with proof of receipt.

(n) **"Joint Venture (JV)"** means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business 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.

(o) **“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 CV is taken into account in the technical evaluation of the Consultant’s proposal.

(p) **“ITC”** (this Section 2 of the RFP) means the Instructions to Consultants that provide~~s~~ the shortlisted Consultants with all information needed to prepare their Proposals.

(q) **“Non-Key Expert(s)”** means an individual professional provided by the Consultant or its Sub-consultant and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually.

(r) **“Proposal”** means the Technical Proposal and the Financial Proposal of the Consultant.

(s) **“RFP”** means the Request for Proposals to be prepared by the Client for the selection of Consultants.

(t) **“Services”** means the work to be performed by the Consultant pursuant to the Contract.

(u) **“Sexual Exploitation, Abuse and Harassment” “(SEAH)”** means the following: **Sexual Exploitation** is defined as 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. **Sexual Abuse** is defined as the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions. **Sexual Harassment (SH)** is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature by the Experts with other Experts or Client’s Personnel.

(v) **“Sub-consultant”** means an entity to whom the Consultant intends to subcontract any part of the Services while the Consultant remains responsible to the Client during the whole performance of the Contract.

(w) **“Terms of Reference (TORs)”** means the Terms of Reference that explains the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.

2. Introduction

2.1 The Client named in the **Data Sheet** intends to select a Consultant from those listed in the Request for Proposals (RFP), in accordance with the method of selection specified in the **Data Sheet**.

2.2 The shortlisted Consultants are invited to submit a Technical Proposal and a Financial Proposal as specified in the **Data Sheet**, for consulting services required for the assignment named in the **Data Sheet**. The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Consultant.

2.3 The Consultants should familiarize themselves with the local conditions and take them into account in preparing their Proposals, including attending a pre-proposal conference if one is specified in the **Data Sheet**. Attending any such pre-proposal conference is optional and is at the Consultants’ expense.

2.4 The Client will timely provide, at no cost to the Consultants, the inputs, relevant project data, and reports required 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, at all times holding the Client's interests paramount, strictly avoiding conflicts with other assignments or its own corporate interests and acting without any consideration for future work.

3.2 The Consultant has an obligation to disclose to the Client any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Client. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract and/or sanctions by TMA.

3.2.1 Without limitation on the generality of the foregoing, the Consultant shall not be hired under the circumstances set forth below:

a. Conflicting Activities

(i) Conflict between consulting activities and procurement of goods, works or non-consulting services: a firm that has been engaged by the Client to provide goods, works, or non-consulting services for a project, or any of its Affiliates, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation.

b. Conflicting Assignments

(ii) Conflict among consulting assignments: a Consultant (including its Experts and Sub-consultants) or any of its Affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant for the same or for another Client.

c. Conflicting Relationships

(iii) Relationship with the Client's staff: a Consultant (including its Experts and Sub-consultants) that has a close business or family relationship with a professional staff of the Client, or of implementing agency, or of a recipient of a part of TMA financing) who are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to TMA 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 the Consultants or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. To that end, the Client shall indicate in the **Data Sheet** and make available to all Consultants together with this RFP all information that would in that respect give such Consultant any unfair competitive advantage over competing Consultants.

5. Fraud and Corruption

5.1 requires compliance with TMA Supplier Code of Conduct.

5.2 In further pursuance of this policy, Consultants shall permit and shall cause their agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and personnel, to permit TMA to inspect all accounts, records and other documents relating to any shortlisting process, Proposal submission, and contract performance (in the case of award), and to have them audited by auditors appointed by TMA.

6. Eligibility

6.1 TMA permits consultants (individuals and firms, including Joint Ventures and their individual members) from all countries to offer consulting services for TMA-financed projects.

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

6.3 As an exception to the foregoing ITC 6.1 and ITC 6.2 above:

a. Sanctions/ Debarment

6.3.1 A Consultant that has been sanctioned by TMA under TMA Sanctions Policy, partner donors, the World Bank, or a Sovereign Government shall be ineligible to be shortlisted for, submit proposals for, or be awarded the contract or benefit from the contract, financially or otherwise, during such period of time as TMA shall have determined. The list of sanctioned and debarred firms and individuals can be obtained from TMA website and respective sanctioning partner organizations.

b. Prohibitions

6.3.2 Firms and individuals of a country or goods manufactured in a country may be ineligible if so indicated in the **Data Sheet** and:

(a) as a matter of law or official regulations, the Client's country and/or TMA donor prohibit commercial relations with that country, provided that TMA is satisfied that such exclusion does not preclude effective competition for the provision of Services required; or

(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 Client's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.

c. Restrictions for State-Owned Enterprises

6.3.3 State-owned enterprises or institutions in the Client's country may be eligible to compete and be awarded a contract only if they can establish, in a manner acceptable to TMA, that they: (i) are legally and financially autonomous, (ii) operate under commercial law, and (iii) are not under supervision of the Client.

d. Restrictions for Public Employees

6.3.4 Government officials and civil servants of the Client's country are not eligible to be included as Experts, individuals, or members of a team of Experts in the Consultant's Proposal unless:

(i) the services of the government official or civil servant are of a unique and exceptional nature, or their participation is critical to project implementation; and

(ii) their hiring would not create a conflict of interest, including any conflict with employment or other laws, regulations, or policies of the Client.

6.3.5

B. Preparation of Proposals

7. General Considerations

7.1 In preparing the Proposal, the Consultant is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.

8. Cost of Preparation of Proposal

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

9. Language

9.1 The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the Client, shall be written in the language(s) specified in the **Data Sheet**.

10. Documents Comprising the Proposal

10.1 The Proposal shall comprise the documents and forms listed in the **Data Sheet**.

10.2 The Consultant shall include a statement of an undertaking of the Consultant to observe, in competing for and executing a contract, the Client country's laws against fraud and corruption including bribery.

10.3 The Consultant shall furnish information on commissions, gratuities, and fees, if any, paid or to be paid to agents or any other party relating to this Proposal and, if awarded, Contract execution, as requested in the Financial Proposal submission form.

11. Only One Proposal

11.1 The Consultant (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture in another Proposal. If a Consultant, including any Joint Venture member, submits or participates in more than one proposal, all such proposals shall be disqualified and rejected. This does not, however, preclude a Sub-consultant, or the Consultant's staff from participating as Key Experts and Non-Key Experts in more than one Proposal when circumstances justify and if stated in the **Data Sheet**.

12. Proposal Validity

12.1 Proposals shall remain valid until the date specified in the **Data Sheet** or any extended date if amended by the Client in accordance with ITC 13.1.1.

12.2 During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price.

12.3 If it is established that any Key Expert nominated in the Consultant's Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation and may be subject to sanctions in accordance with ITC 5.

a. Extension of Proposal Validity

12.4 The Client will make its best effort to complete the negotiations and award the contract prior to the date of expiry of the Proposal validity. However, should the need arise, the Client may request, in writing, all Consultants who submitted Proposals prior to the submission deadline to extend the Proposals' validity.

12.5 If the Consultant agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts, except as provided in ITC 12.7.

12.6 The Consultant has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.

b. Substitution of Key Experts at Validity Extension

12.7 If any of the Key Experts become unavailable for the extended validity period, the Consultant shall seek to substitute another Key Expert. The Consultant shall provide a written adequate justification and evidence satisfactory to the Client together with the substitution request. In such case, a substitute Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert. The technical evaluation score, however, will remain to be based on the evaluation of the CV of the original Key Expert.

12.8 If the Consultant fails to provide a substitute Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Client, such Proposal will be rejected.

c. Sub-Contracting

12.9 The Consultant shall not subcontract the whole of the Services.

13. Clarification and Amendment of RFP

13.1 The Consultant may request a clarification of any part of the RFP during the period indicated in the **Data Sheet** before the Proposals' submission deadline. Any request for clarification must be sent in writing through the electronic procurement system, to the Client's address indicated in the **Data Sheet**. The Client will respond in writing, or by standard electronic means, and will send written copies of the response (including an explanation of the query but without identifying its source) to all shortlisted Consultants. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below:

13.1.1 At any time before the proposal submission deadline, the Client may amend the RFP by issuing an amendment in writing or by standard electronic means. The amendment shall be sent to all shortlisted Consultants and will be binding on them. The shortlisted Consultants shall acknowledge receipt of all amendments in writing.

13.1.2 If the amendment is substantial, the Client may extend the proposal submission deadline to give the shortlisted Consultants reasonable time to take an amendment into account in their Proposals.

13.2 The Consultant may submit a modified Proposal or a modification to any part of it at any time prior to the proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.

14. Preparation of Proposals Specific Considerations

14.1 While preparing the Proposal, the Consultant must give particular attention to the following:

14.1.1 If a shortlisted Consultant considers that it may enhance its expertise for the assignment by associating with other consultants in the form of a Joint Venture or as Sub-consultants, it may do so with either (a) non-shortlisted Consultant(s), or (b) shortlisted Consultants if permitted in the **Data Sheet**. In all such cases a shortlisted Consultant must obtain the written approval of the Client prior to the submission of the Proposal. When associating with non-shortlisted firms in the form of a joint venture or a sub-consultancy, the shortlisted Consultant shall be a lead member. If shortlisted Consultants associate with each other, any of them can be a lead member.

14.1.2 The Client may indicate in the **Data Sheet** the estimated Key Experts' time input, expressed in person-month, or the Client's estimated total cost of the assignment, but not both. This estimate is indicative, and the Proposal shall be based on the Consultant's own estimates for the same.

14.1.3 If stated in the **Data Sheet**, the Consultant shall include in its Proposal at least the same time input (in the same unit as indicated in the **Data Sheet**) of Key Experts, failing which the Financial Proposal will be adjusted for the purpose of comparison of proposals and decision for award in accordance with the procedure in the **Data Sheet**.

14.1.4 For assignments under the Fixed-Budget Selection method (FBS), the estimated Key Experts' time input is not disclosed. Total available budget, with an indication whether it is inclusive or exclusive of taxes, is given in the **Data Sheet**, and the Financial Proposal shall not exceed this budget.

15. Technical Proposal Format and Content

15.1 The Technical Proposal shall be prepared using the Standard Forms provided in Section 3 of the RFP and shall comprise the documents listed in the **Data Sheet.** The Technical Proposal shall not include any financial information. A

Technical Proposal containing material financial information shall be declared non-responsive.

15.1.1 Consultant shall not propose alternative Key Experts. Only one CV shall be submitted for each Key Expert position. Failure to comply with this requirement will make the Proposal non-responsive.

15.2 Depending on the nature of the assignment, the Consultant is required to submit a Full Technical Proposal (FTP), or a Simplified Technical Proposal (STP) as indicated in the **Data Sheet** and using the Standard Forms provided in Section 3 of the RFP.

16. Financial Proposal

16.1 The Financial Proposal shall be prepared using the Standard Forms provided in Section 4 of the RFP. It shall list all costs associated with the assignment, including (a) remuneration for Key Experts and Non-Key Experts, (b) reimbursable expenses indicated in the **Data Sheet**.

a. Price Adjustment

16.2 For assignments with a duration exceeding 12 months, a price adjustment provision for foreign and/or local inflation for remuneration rates applies if so stated in the **Data Sheet**.

b. Taxes

16.3 The Consultant and its Sub-consultants and Experts are responsible for meeting all tax liabilities arising out of the Contract unless stated otherwise in the **Data Sheet**. Information on taxes in the Client's country is provided in the **Data Sheet**.

c. Currency of Proposal

16.4 The Consultant may express the price for its Services in the currency or currencies as stated in the **Data Sheet**. If indicated in the **Data Sheet**, the portion of the price representing local cost shall be stated in the national currency.

d. Currency of Payment

16.5 Payment under the Contract shall be made in the currency in which the payment is requested in the Proposal.

C. Submission, Opening and Evaluation

17. Submission, Sealing, and Marking of Proposals

17.1 The Consultant shall submit a signed and complete Proposal comprising the documents and forms in accordance with ITC 10 (Documents Comprising Proposal). Consultants shall mark as "CONFIDENTIAL" information in their Proposals which is confidential to their business. This may include proprietary information, trade secrets or commercial or financially sensitive information. The submission shall be done through the electronic procurement system. If specified in the **Data Sheet**, the Consultant has the option of submitting its Proposals electronically.

17.2 An authorized representative of the Consultant shall sign the original submission letters in the required format for both the Technical Proposal and, if applicable, the Financial Proposal and shall initial all pages of both. The authorization shall be in the form of a written power of attorney attached to the Technical Proposal.

17.3 A Proposal submitted by a Joint Venture shall be signed by all members so as to be legally binding on all members, or by an authorized representative who has a written power of attorney signed by each member's authorized representative and witnessed by a Commissioner of Oaths or similar authority. Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal.

17.4 The signed Proposal shall be marked Technical Proposal and Financial Proposal.

17.5 The original and all the copies of the Technical Proposal shall be submitted using the electronic procurement system clearly marked. "**TECHNICAL PROPOSAL**", "[Name of the Assignment]", [reference number], [name and address of the Consultant].

17.6 Similarly, the original Financial Proposal shall be clearly marked "**FINANCIAL PROPOSAL**" "[Name of the Assignment], [reference number], [name and address of the Consultant]".

17.7 The Technical Proposal and Financial Proposal shall be submitted in separate folders in the electronic procurement system.

17.8 If the Proposals are not marked as required, the Client will assume no responsibility for the misplacement, loss, or premature opening of the Proposal.

17.9 The Proposal or its modifications must be submitted using the electronic procurement system **Data Sheet** and received by the Client no later than the deadline indicated in the **Data Sheet**, or any extension to this deadline. Any Proposal or its modification received by the Client after the deadline shall be declared late and rejected and promptly returned unopened.

18. Confidentiality

18.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultant should not contact the Client 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 Notification of Intention to Award the Contract. Exceptions to this ITC are where the Client notifies Consultants of the results of the evaluation of the Technical Proposals.

18.2 Any attempt by shortlisted Consultants or anyone on behalf of the Consultant to influence improperly the Client in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal and may be subject to the application of prevailing TMA sanctions procedures.

18.3 Notwithstanding the above provisions, from the time of the Proposals' opening to the time of Contract award publication, if a Consultant wishes to contact the Client or TMA on any matter related to the selection process, it shall do so only in writing.

19. Opening of Technical Proposals

19.1 The Client staff shall conduct the opening of the Technical Proposals in the presence of the shortlisted Consultants' authorized representatives who choose to attend online using the option is offered in the **Data Sheet**. The opening date, time and the address are stated in the **Data Sheet**. The electronic folder with the Financial Proposal shall remain sealed until they are opened in accordance with ITC 23.

19.2 At the opening of the Technical Proposals the following shall be read out: (i) the name and the country of the Consultant or, in case of a Joint Venture, the name of the Joint Venture, the name of the lead member and the names and the countries of all members; (ii) the presence or absence of a duly sealed Financial Proposal; (iii) any modifications to the Proposal submitted prior to proposal submission deadline; and (iv) any other information deemed appropriate or as indicated in the **Data Sheet**.

20. Proposals Evaluation

20.1 Subject to provision of ITC 15.1, neither the evaluators of the Technical Proposals nor the procurement staff shall have no access to the Financial Proposals until the Financial Proposals are opened.

20.2 The Consultant is not permitted to alter or modify its Proposal in any way after the proposal submission deadline except as permitted under ITC 12.7. While evaluating the Proposals, the Client will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.

21. Evaluation of Technical Proposals

21.1 The Client's evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and the RFP, applying the evaluation criteria, sub-criteria, and point system specified in the **Data Sheet**. Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicated in the **Data Sheet**.

22. Notification of Results of Technical Evaluation, Opening of Financial Proposal for QBS method

22.1 Following ranking of the Technical Proposals and determination of the proposal that has achieved the highest technical score, the Client shall notify in writing the highest-ranking Consultant of its technical score and that its Technical Proposal has been evaluated as the highest ranking.

22.2 The Client shall simultaneously notify in writing the other Consultants: (i) on their overall technical score, as well as scores obtained for each criterion. , and that their technical proposals have not been evaluated as the highest ranked; and (ii) that their Financial Proposals will remain sealed in the electronic procurement system.

22.3 The Client shall notify successful Consultants that submitted proposals of the date, time and location of the opening of the Financial Proposals of the highest-ranking Consultant.

22.4 The opening date of the Financial Proposal shall not be earlier than the period specified in the notification described in ITC 22.1 and 22.2. However, if the Client receives a complaint on the results of the technical evaluation, the opening date may be subject to ITC 35.1.

23. Opening of Financial Proposals

23.1 After the technical evaluation is completed, the Client shall notify in writing those Consultants whose Proposals were considered non-

for QCBS, FBS, and LCS methods

responsive to the RFP and TOR or did not meet the minimum qualifying technical score, advising them the following:

(i) their Proposal was not responsive to the RFP and TOR or did not meet the minimum qualifying technical score;

(ii) provide information relating to the Consultant's overall technical score, as well as scores obtained for each criterion and sub-criterion;

(iii) their Financial Proposals will be unopened and sealed in the electronic procurement system; and

(iv) notify them of the date, time and location of the opening of the Financial Proposals.

23.2 The Client shall simultaneously notify in writing those Consultants whose Proposals were considered responsive to the RFP and TOR, and that have achieved the minimum qualifying technical score, advising them the following:

(i) their Proposal was responsive to the RFP and TOR and met the minimum qualifying technical score;

(ii) provide information relating to the Consultant's overall technical score, as well as scores obtained for each criterion and sub-criterion;

(iii) their Financial Proposal will be opened at the opening of Financial Proposals; and

(iv) notify them of the date, time and location of the opening and invite them for the online opening of the Financial Proposals.

23.3 The opening date shall not be earlier than the number of days from the date of notification of the results of the technical evaluation, described in ITC 23.1 and 23.2. However, if the Client receives a complaint on the results of the technical evaluation, the opening date shall be subject to ITC 35.1.

23.4 The Consultant's attendance at the opening of the Financial Proposals is optional and is at the Consultant's choice.

23.5 The Financial Proposals shall be opened by the Client's staff in the presence of the representatives of the Consultants and anyone else who chooses to attend. Any interested party who wishes to attend this opening should contact the client as indicated in the **Data Sheet**. Alternatively, a notice of the public opening of Financial Proposals may be published on the Client's website, if available. 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 TMA.

24. Correction of Errors

24.1 Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections are made to the Financial Proposal.

a. Time-Based Contracts

24.1.1 If a Time-Based contract form is included in the RFP, the Client's evaluation committee will (a) correct any computational or arithmetical errors, and (b) adjust the prices if they fail to reflect all inputs included for the respective activities or items included in the Technical Proposal. In case of discrepancy between (i) a partial amount (sub-total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures, the former will prevail. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails, and the Client's evaluation committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent 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 Proposal cost.

b. Lump-Sum Contracts

24.1.2 If a Lump-Sum contract form is included in the RFP, the Consultant is deemed to have included all prices in the Financial Proposal, so neither arithmetical corrections nor price adjustments shall be made. The total price, net of taxes understood as per ITC 25, specified in the Financial Proposal (Form FIN-1) shall be considered as the offered price. Where there is a discrepancy between the amount in words and the amount figures, the amount in words shall prevail.

25. Taxes

25.1 The Client's evaluation of the Consultant's Financial Proposal shall exclude taxes and duties in the Client's country in accordance with the instructions in the **Data Sheet**.

26. Conversion to Single Currency

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

27. Combined Quality and Cost Evaluation

a. Quality and Cost-Based Selection (QCBS)

27.1 In the case of QCBS, the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the **Data Sheet**. The Consultant with the Proposal that achieves the highest combined technical and financial scores will be invited for contract negotiations.

b. Fixed-Budget Selection (FBS)

27.2 In the case of FBS, those Proposals that exceed the budget indicated in ITC 14.1.4 of the **Data Sheet** and those that do not achieve the minimum qualifying technical score shall be rejected.

27.3 The Client will select the Consultant with highest-ranked Technical Proposal score that does not exceed the budget indicated in the RFP and invite such Consultant to negotiate the Contract.

c. Least-Cost Selection (LCS)

27.4 In the case of Least-Cost Selection (LCS), the Client will select the Consultant with Proposal with the lowest evaluated total price among those Proposals that achieved the minimum qualifying technical score and invite such a Consultant to negotiate the Contract.

D. Negotiations and Award

28. Negotiations

28.1 The negotiations will be held at the date and address indicated in the Data Sheet with the Consultant's representative(s) who must have written power of attorney witnessed by a Commissioner of Oaths or similar authority to negotiate and sign a Contract on behalf of the Consultant.

28.2 The Client shall prepare minutes of negotiations that are signed by the Client and the Consultant's authorized representative.

a. Availability of Key Experts

28.3 The invited Consultant shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations, or, if applicable, a replacement in accordance with ITC 12. Failure to confirm the Key Experts' availability may result in the rejection of the Consultant's Proposal and the Client proceeding to negotiate the Contract with the next-ranked Consultant.

28.4 Notwithstanding the above, the substitution of Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall offer a substitute Key Expert within the period of time specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.

b. Technical Negotiations

28.5 The negotiations include discussions of the Terms of Reference (TORs), the proposed methodology, the Client's inputs, the special conditions of the Contract, and finalizing the "Description of Services" part of the Contract. These discussions shall not substantially alter the original scope of services under the TOR or the terms of the contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected.

c. Financial Negotiations

28.6 The negotiations include clarification of the Consultant's tax liability in the Client's country and how it should be reflected in the Contract.

28.7 In the case of *Lump-sum contract*, if the selection method included cost as a factor in the evaluation, that is for QCBS, FBS, and LCS, the total price stated in the Financial Proposal shall not be negotiated. Where the selection method is QBS, the contract negotiations shall be done including price to ensure current market prices and rates for remuneration and reimbursables.

28.8 In the case of a *Time-Based contract*, unit rates negotiations shall not take place, except when the offered Key Experts and Non-Key Experts' remuneration rates are much higher than the typically charged rates by consultants in similar contracts. In such case, the Client may ask for clarifications and, if the fees are very high, ask to change the rates after consultation with TMA. The reimbursable expenses shall be supported by official receipts and evidence of payment.

29. Conclusion of Negotiations

29.1 The negotiations are concluded with a review of the finalized draft Contract, which then shall be initialed by the Client and the Consultant's authorized representative.

29.2 If the negotiations fail, the Client shall inform the Consultant in writing of all pending issues and disagreements and provide a final opportunity to the Consultant to respond. If disagreement persists, the Client shall terminate the negotiations informing the Consultant of the reasons for doing so.

29.3 The Client will then invite the next-ranked Consultant to negotiate a Contract. Once the Client commences negotiations with the next-ranked Consultant, the Client shall not reopen the earlier negotiations.

30. Standstill Period

30.1 The Contract shall not be awarded earlier than the expiry of the Standstill Period. The Standstill Period shall be three (3) Business Days unless extended in accordance with ITC 33. The Standstill Period commences the day after the date the Client has transmitted to each Consultant Notification of Intention to Award the Contract.

31. Notification of Intention to Award

31.1 The Client shall send to each Consultant the Notification of Intention to Award the Contract to the successful Consultant.

32. Notification of Award

32.1 Upon expiry of the Standstill Period, specified in ITC 30.1 or any extension thereof, and upon satisfactorily addressing any complaint that has been filed within the Standstill Period, and upon conduct of due diligence where required, the Client shall, send a Letter of Acceptance to the successful Consultant, confirming the Client's intention to award the Contract to the successful Consultant and requesting the successful Consultant to sign and return the draft negotiated Contract within three (3) Business Days from the date of receipt of such notification.

32.2 Within ten (10) Business Days from the date of signing the contract, the Client shall publish the Contract Award Notice, on Client's website with free access to the public.

33. Debriefing by the Client

33.1 On receipt of the Client's Notification of Intention to Award referred to in ITC 31.1, an unsuccessful Consultant may make a written request to the Client for a written debriefing and the Client shall provide the debriefing.

33.2 Debriefings of unsuccessful Consultants may be done in writing or verbally. The Consultants shall bear their own costs of attending such a debriefing meeting.

34. Signing of Contract

34.1 The Contract shall be signed prior to the expiry date of the Proposal validity and promptly after expiry of the Standstill Period, specified in ITC 30.1 or any extension thereof, and upon satisfactorily addressing any complaint that has been filed within the Standstill Period.

34.2 The Consultant is expected to commence the assignment on the date and at the location specified in the **Data Sheet**.

35. Procurement Complaint

35.1 The procedures for making a Procurement-related Complaint are as specified in the **Data Sheet**.

Section 2. Instructions to Consultants

E. Data Sheet

<table>
<tr><th>ITC Reference</th><th>A. General</th></tr>
<tr><td>1 (b) “Applicable Law”</td><td>Country of Applicable Law:

<table>
<tr><th>Particular</th><th>Description</th></tr>
<tr><td>Contracting Country</td><td>Kenya</td></tr>
<tr><td>Country of Performance</td><td>Kenya, Uganda, Rwanda</td></tr>
<tr><td>Applicable Law</td><td>Kenya</td></tr>
<tr><td>Form of Contract</td><td>Lumpsum]</td></tr>
</table></td></tr>
<tr><td>1 (o)</td><td>Electronic Procurement System

The Client shall use the following electronic-procurement system to manage this Request for Proposal (RFP) process:

To participate in this RFP, bidders shall:

Access the SAP Ariba Supplier Portal using the link provided in the RFP invitation

https://portal.us.bn.cloud.ariba.com/dashboard/public/appext/comsapsbncdiscoveryui#/RfxEvent/preview/1110024643?anId=ANONYMOUS

Register as a supplier or log in using existing supplier credentials.

Review and acknowledge all RFP documents and amendments issued through the platform.

Upload all required Technical Proposal documents in the designated technical response section.

Upload all required Financial Proposal documents in the designated commercial response section.

Complete all mandatory fields and declarations in the system.

Submit the Proposal electronically before the submission deadline indicated in the RFP.

Ensure that the system confirms successful submission before the deadline. Late submissions will not be accepted by the system.

The electronic-procurement system shall be used to manage the following part of the RFP process:[

The SAP Ariba platform will be used for:

• Issuance of the RFP and related documents.
• Supplier registration and onboarding.
• Clarifications, queries, and addenda.</td></tr>
</table>

	• Electronic submission of Technical and Financial Proposals. • Receipt and opening of Proposals. • Communication of evaluation outcomes and award notifications
2.1 Introduction	**Name of the Client:** [TradeMark Africa]
2.1 Introduction	**Consultant Selection Method:** ☒ **QCBS** ☐ FBS ☐ LCS ☐ QBS
2.2 Introduction	**Financial Proposal and Technical proposal to be submitted as two separate documents.** Yes ☒ No☐
2.2 Introduction	**The name of the assignment is**: Diagnostic Assessment for the Establishment of A Smart Corridor and Pathway Toward No-Stop Borders
2.3 Introduction	**A pre-proposal conference will be held**: **YES** *[If "Yes", fill in the following:]* Date of pre-proposal conference: 22 September 2026 Time: 10:00 am Kenya Time Address: Telephone: +254780329948 E-mail: **procurement@trademarkafrica.com** Contact Person: *Procurement*
2.4 Introduction	**The Client will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals**: NOT APPLICABLE
4.1 Unfair Competitive Advantage	***Not Applicable***

6.3.1 Sanctions/ Debarment	**A list of debarred firms and individuals is available at the external websites of TMA, partner development donors, World Bank, or a government with whom TMA has a Memorandum of Understanding. Consultants are required to check the respective websites for the debarred lists.**
6.3.2. Prohibitions	**The ineligible countries are:** Not Applicable
B. Preparation of Proposals	
9.1 Language	**This RFP has been issued in :** English language. **Proposals shall be submitted in:** English language. **All correspondence exchange shall be in:** English language.
10.1 Documents Comprising the Proposal	**The Proposal shall comprise the following full technical proposal**: **<u>Technical Proposal Forms</u>** Power of Attorney (witnessed and registered) to sign the Proposal TECH-1 TECH-2 TECH-3 TECH-4 TECH-5 TECH-6 TECH-7 **Financial Proposal Forms:** (1) FIN-1 (2) FIN-2 (3) FIN-3 (4) FIN-4
10.2 Documents Comprising the Proposal	**Statement of Undertaking is required:** Yes

11.1 Only One Proposal	**Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal is permissible** Yes ☒ or No
12.1 Proposal Validity	**Proposals shall be valid until:** *28 February 2027 or for not less than **120 days** from the date of submission whichever is higher.*
13.1 Clarification and Amendment of RFP	**Clarifications may be requested no later than** *[seven (7)]* **days prior to the submission deadline, through the electronic procurement system.**
14.1.1 Preparation of Proposals Specific Considerations	**Shortlisted Consultants may associate with: Not Applicable** **(a) non-shortlisted consultant(s):** N/A **Or** **(b) other shortlisted Consultants:** N/A
14.1.2 **Preparation of Proposals Specific Considerations**	*[If FBS method is not used, state "Not applicable".* *If FBS method is used, insert the following: Not Applicable* **Estimated input of Key Experts' time-input:** *Not Applicable* **person-months.** *[OR]* **Estimated total cost of the assignment: N/A**
14.1.3 **Preparation of Proposals Specific Considerations**	*[If Time Based Contract was not used in the RFP, state "**Not applicable**".]* *[If Time Based Contract was used, insert the following:] "**Not Applicable"*** **The Consultant's Proposal must include the minimum Key Experts' time-input of N/A person-months.** **For the evaluation and comparison of Proposals only: if a Proposal includes less than the required minimum time-input, the missing time-input (expressed in person-month) is calculated as follows:** **The missing time-input is multiplied by the highest remuneration rate for a Key Expert in the Consultant's Proposal and added to the total remuneration amount.** **Proposals that quoted higher than the required minimum of time-input will not be adjusted**.

14.1.4 and 27.2 **Preparation of Proposals Specific Considerations**	*[If Fixed Budget Selection Method was not used, state **"Not applicable"**.* *If Fixed Budget Selection Method was used, insert the following: "**Not Applicable"*** The total available budget for this Fixed-Budget assignment is: **[Not applicable}** inclusive of taxes. Proposals exceeding the total available budget will be rejected.
15.2 Technical Proposal Format and Content	The format of the Technical Proposal to be submitted is Full Technical Proposal (FTP) Submission of the Technical Proposal in a wrong format may lead to the Proposal being deemed non-responsive to the RFP requirements.
16.1 Financial Proposal	*[A sample list is provided below for guidance. Items that are not applicable should be deleted; others may be added. If the Client wants to set up maximum ceilings for unit rates of certain type of expenses, such ceilings should be indicated in the FIN forms.* *(1) a per diem allowance, including hotel, for experts for every day of absence from the home office for the purposes of the Services;* *(2) cost of travel by the most appropriate means of transport and the most direct practicable route;* *(3) cost of office accommodation, including overheads and back-stop support;* *(4) communications costs;* *(5) cost of purchase or rent or freight of any equipment required to be provided by the Consultants;* *(6) cost of reports production, including printing, and delivering to the Client;* *(7) other allowances where applicable and provisional or fixed sums (if any)]* *(8) [insert relevant type of expenses, as applicable]*
16.2 Price Adjustment	**A price adjustment provision applies to remuneration rates: Not Applicable**
16.3 Taxes	*The Consultant shall be solely responsible for independently assessing and confirming its tax obligations in the Client's country. This includes confirming its eligibility for lower WHT rates under existing Double Taxation Agreements, where applicable. The Consultant shall bear full responsibility for the accuracy of such assessment and for compliance with the applicable tax laws.*
16.4 Currency of Proposal	**The Financial Proposal shall be stated in the following currencies:** Consultant shall express the price for their Services in ***[United States Dollars (USD)].***

	The Financial Proposal shall state local costs in the currency of the Client's country (local currency): **Not Applicable**
C. Submission, Opening and Evaluation	
17.1 Submission, Sealing, and Marking of Proposals	**The Consultants *shall* submit their Proposals electronically. *The electronic submission procedures shall be:*** *[SAP Ariba Supplier Registration and Bid Submission Guide provided as Annex 1]*
17.4 **Submission, Sealing, and Marking of Proposals**	**The Consultant must submit in the electronic procurement system:** (a) Technical Proposal in PDF format (b) Financial Proposal in PDF format.
17.7 and 17.9 **Submission, Sealing, and Marking of Proposals**	**The Proposals must be submitted no later than:** Date: 2nd ***SEPTEMBER 2026*** Time: **11:00 A*M KENYAN TIME***
17.9 Submission, Sealing, and Marking of Proposals	**The Proposal submission address is:** https://portal.us.bn.cloud.ariba.com/dashboard/public/appext/comsapsbncdiscoveryui#/RfxEvent/preview/1110024643?anId=ANONYMOUS
19.1 Opening of Technical Proposals	An online option of the opening of the Technical Proposals is offered: **Not Applicable** The online opening procedure for the technical proposal shall be***:* Not Applicable** Date: **Not Applicable** Time: **Not Applicable**

19.2 Opening of Technical Proposals	In addition, the following information will be read aloud at the opening of the Technical Proposals **Not Applicable**

21.1 Evaluation of Technical Proposals	Criteria, sub-criteria, and point system for the evaluation of the Technical Proposals: Note: Bidders who satisfy the mandatory criteria shall proceed to the technical evaluation stage. Any bidder who fails to meet the mandatory criteria shall be deemed non-responsive and will not be considered for further evaluation.

M	Mandatory criteria	Criteria	
1	The firm shall be legally registered and operating in at least one of the following countries: Kenya, Uganda, or Rwanda. *A valid Certificate of Incorporation, Business Registration Certificate, or equivalent legal registration document MUST be provided*	**Compliant/ non-compliant**	
No.	**Evaluation Area / Sub-Criterion**	**What the Evaluation Panel Should Assess**	**Maximum Marks**
1	**Firm Experience and Corporate Capability**	**The firm has a proven and verifiable institutional track record in delivering assignments comparable in scale, complexity, and subject matter to the Smart Corridor Diagnostic and Roadmap assignment.**	**30**
1.1	Comparable assignments in Africa	The firm has completed at least three (3) assignments in Africa that are comparable in complexity, scale and characteristics to this assignment. Comparable assignments may include Smart Corridor diagnostics, multi-country corridor or border management programmes, customs modernisation, Single Customs Territory-related work, Electronic Cargo Tracking Systems, National Single Window integration, cargo image-sharing, Smart Gates, digital trade systems, interoperability, business process re-engineering, corridor governance or	15

			implementation road mapping. (The combined experience of the individuals can be constituted as the firm's experience)	
	1.2	Northern Corridor experience	The firm demonstrates experience supporting regional trade facilitation programmes within the East African Community or comparable regional economic communities with at least one assignment directly related to the Northern Corridor. Relevant experience may include assignments involving the Mombasa-Kenya-Uganda-Rwanda-Burundi-DRC axis.	4.5
	1.3	Client-issued proof of completion and verifiability	Each cited assignment is supported by valid client-issued proof of completion. Acceptable evidence includes completion certificates, signed client reference letters, formal acceptance letters, contract completion confirmations or official client correspondence confirming satisfactory completion. Each assignment must clearly show the client, assignment title, scope, location, period, firm role and completion status.	4.5
	1.4	Demonstrated implementation results and institutional impact	The firm shall demonstrate that previous assignments progressed beyond the preparation of reports into implementation-oriented outcomes. Higher scores shall be awarded where assignments resulted in the design or implementation of Target Operating Models, enterprise or digital architecture, business process re-engineering, interoperability frameworks, governance models, investment roadmaps, operational pilots, institutional reforms, policy adoption, or measurable improvements in trade facilitation performance.	6
	2	**Understanding of the Assignment, Methodology and Delivery Approach**	**Assessment will focus on the quality, relevance, practicality and credibility of the proposed approach.**	**25**
	2.1	Understanding of the Northern Corridor and assignment context	The bidder understands the strategic and operational context of the assignment, including the Corridor's role as a multimodal trade artery, cargo growth	5

			pressures, physical capacity constraints, fragmented institutional mandates, visibility gaps at multimodal nodes, regulatory controls, data-sharing challenges, SPS and customs requirements, green trade obligations, and the No-Stop Border concept.	
	2.2	Quality, relevance and practicality of methodology	The proposed methodology shall demonstrate a coherent, implementation-oriented approach that translates diagnostic findings into practical, investment-ready interventions. The methodology should clearly explain how baseline synthesis, field diagnostics, business process re-engineering, digital architecture development, interoperability assessment, institutional diagnostics, stakeholder facilitation, implementation sequencing, risk management, validation and change management will be undertaken.	7
	2.3	Integration of digital, physical, institutional and multimodal dimensions	The proposal integrates digital systems, physical infrastructure, operational processes and institutional arrangements into a coherent diagnostic and implementation pathway. The proposal should not treat the assignment as a narrow technology study.	5
	2.4	Work plan, sequencing, deliverables and quality assurance	The proposed work plan is realistic, logically sequenced and aligned with the four-month delivery structure in the ToR. It should clearly show how the firm will deliver inception, baseline synthesis, ecosystem mapping, digital systems audit, field diagnostics, multi-country process mapping, benchmarking, strategy design, BPR proposals, legal and regulatory roadmap, sustainability and governance framework, stakeholder validation and final handover.	5
	2.5	Evidence of human judgement, practical insight and proposal credibility	The proposal demonstrates professional judgement, contextual interpretation and practical implementation experience. Proposals that are fluent but vague, formulaic, repetitive, unsupported or	3

			disconnected from the Corridor context will be scored poorly.	
	3	**Key Personnel and Team Suitability**	**The proposed team has the qualifications, experience, disciplinary breadth, regional familiarity, availability and deployment realism required to deliver the assignment.**	**45**
	3.1	**Team Leader**	The proposed Team Leader shall demonstrate the technical leadership and strategic capability required to manage and deliver the assignment. The Team Leader should possess an advanced degree in International Trade, Economics, Law, Regional Integration, Public Policy or a related field; at least twelve (12) years' relevant experience in trade facilitation, regional integration, customs reform or corridor performance; proven leadership of at least two (2) comparable multi-country corridor diagnostics or regional trade facilitation assignments; demonstrated knowledge of AfCFTA, EAC integration frameworks and the WTO Trade Facilitation Agreement; and experience leading multidisciplinary technical teams on assignments of comparable scale and complexity.	7
	3.2	**Core Technical Specialists**	The proposed team shall include the following experts:	31
		i) Trade Facilitation Expert	Holds an Advanced or Bachelor's degree in Trade, Customs, Transport, Logistics or a related discipline. Professional certification is an added advantage. Minimum ten (10) years' experience in customs operations, transit management and border management. Demonstrated experience in Business Process Re-engineering (BPR), customs modernisation, risk-based border controls and regional trade facilitation or Smart Corridor initiatives.	5
		ii) Digital Enterprise Architect	Holds a Master's degree in Information Systems, Computer Science, Enterprise Architecture, Information Technology, Cybersecurity or a related discipline. Minimum ten (10) years' experience in enterprise architecture, systems design	6

			and digital transformation. Demonstrated experience in interoperability frameworks, enterprise integration, digital trade platforms, data governance, cybersecurity, API architecture and cross-border data exchange. Working familiarity with the WCO Data Model and/or UN/CEFACT standards. Experience in fintech or digital payment integration is an added advantage.	
		iii) Transport & Logistics Expert	Holds an Advanced degree in Transport Engineering, Logistics, Supply Chain Management, Infrastructure Planning or a related discipline. Minimum ten (10) years' experience in multimodal transport, freight logistics, corridor development or intelligent transport systems. Demonstrated experience in ports, Inland Container Depots, border posts, logistics infrastructure and regional transport corridor programmes.	5
		iv) Institutional & Policy Expert	Holds an Advanced degree in Law, Public Policy, Governance, International Relations or a related discipline (LLM preferred). Minimum ten (10) years' experience in institutional reform, regulatory harmonisation or regional integration. Demonstrated expertise in governance frameworks, legal and regulatory reform, electronic document recognition and cross-border institutional coordination.	5
		v) Agrologistics & Green Trade Expert	Holds an Advanced degree in Agriculture, Food Systems, Agrologistics, Supply Chain Management, Environmental Economics, Climate Studies or a related discipline. Minimum ten (10) years' experience in agrologistics, SPS systems, cold-chain logistics or sustainable trade. Demonstrated expertise in SPS certification, e-Phyto systems, MRV, CBAM, EUDR and regional agricultural trade or export value chain programmes.	5
		vi) Research & M&E Expert	Holds an Advanced degree or bachelor’s degree in Monitoring & Evaluation, Statistics, Economics, Social Research, Development Studies or a related	5

		discipline. Minimum ten (10) years' experience in diagnostics, research design, baseline assessments, programme evaluations or applied policy research. Demonstrated experience in developing research methodologies, data collection instruments, quality assurance frameworks and synthesising evidence into policy or investment recommendations.	
3.3	**Regional, EAC and Northern Corridor Experience of Personnel**	The proposed experts shall collectively demonstrate meaningful experience within the East African Community, the Northern Corridor, or comparable Sub-Saharan African trade facilitation programmes. Experience working with regional institutions, corridor authorities, customs administrations, transport agencies and cross-border initiatives will be an added advantage.	**3**
3.4	**Level of Effort, Availability and Deployment Realism**	The proposed level of effort shall be realistic and aligned with the assignment duration, concurrent activities across Kenya, Uganda and Rwanda, stakeholder consultations, validation workshops and technical workstreams. The proposal shall clearly demonstrate expert availability and deployment arrangements throughout the assignment. Team residential presence in each country including proof of their citizenship will be an added advantage.	**2**
3.5	**Team Integration and Quality Assurance Arrangements**	The proposal shall demonstrate clear collaboration and handover arrangements between experts, showing how outputs from one workstream inform subsequent technical activities and final deliverables.	**2**
		Total Technical Score	**100**

Total points for the Evaluation criteria*:* 100

The minimum technical score (St) required to pass is: {70 out of 100}

	Opening of Financial Proposals
23.4 Opening of Financial Proposals for QCBS, FBS, and LCS methods	The Financial Proposal shall be opened through the online electronic procurement system. The online opening procedure for the financial proposal shall be: ***Not applicable***
23.5 Opening of Financial Proposals for QCBS, FBS, and LCS methods	Following the completion of the evaluation of the Technical Proposals, the Client will notify all Consultants of the location, date and time of the opening of Financial Proposals. **Not Applicable**
25.1 Taxes	For the purpose of the evaluation, the Client will exclude: (a) all local identifiable indirect taxes such as sales tax, excise tax and VAT, withholding tax, or similar taxes levied on the contract's invoices; and (b) all additional local indirect tax on the remuneration of services rendered by non-resident experts in the Client's country. If a Contract is awarded, at Contract negotiations, all such taxes will be discussed, finalized (using the itemized list as a guidance but not limiting to it) and added to the Contract amount as a separate line, also indicating which taxes shall be paid by the Consultant and which taxes are withheld and paid by the Client on behalf of the Consultant. The Consultant shall be responsible for all direct taxes and therefore the Financial Proposal is assumed to include all direct taxes that may be applicable and levied in the home country and Client country. Where applicable, direct taxes, e.g., withholding tax, shall be deemed to be included in the bidder's quoted fees and prices. Accordingly, bidders shall not present withholding tax or any other direct tax as a separate line item. Where applicable, TMA will withhold tax at the statutory rate and remit the same to the relevant tax authority in accordance with local law. Any such withholding shall be deducted from the quoted fee, and the bidder shall not be entitled to any additional payment, gross-up, or reimbursement in respect of such taxes.
26.1 Conversion to Single Currency	**The single currency for the conversion of all prices expressed in various currencies into a single one is: USD** The official source of the selling (exchange) rate is: **Central Bank of Kenya** **The date of the exchange rate is: 28th September 2026**
27.1	**The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 30.**

Quality and Cost-Based Selection (QCBS)	**The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:** Sf = 100 x Fm/ F, in which "Sf" is the financial score, "Fm" is the lowest price, and "F" the price of the proposal under consideration. **The weights given to the Technical (T) and Financial (P) Proposals are**: **Technical (T)** = 70 **Financial (P)** = 30 Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following: S = St x T% + Sf x P%.
	D. Negotiations and Award
28.1 Negotiations	**Expected date and address for contract negotiations:** **Date**: November 2026 (Tentative) **Address:** Virtually
34.2 Signing of Contract	**Expected date for the commencement of the Services:** **Date**: December 2026 (Tentative)
35.1 Procurement Complaint	If a Consultant wishes to make a complaint about this procurement, the Bidder should submit its complaint in writing via email to complaints@trademarkafrica.com

DATA SHEET ANNEXES

ANNEX 1:

SAP Ariba Supplier Registration and Bid Submission Guide *(Attached)*

Section 3. Technical Proposal Standard Forms

{Notes to Consultant shown in brackets throughout Section 3 provide guidance to the Consultant to prepare the Technical Proposal; they should not appear on the Proposals to be submitted.}

CHECKLIST OF REQUIRED FORMS

FORM	DESCRIPTION	*Page Limit*
TECH-1	Technical Proposal Submission Form.	
TECH-1 Attachment	If the Proposal is submitted by a joint venture, attach a letter of intent or a copy of an existing agreement.	
Power of Attorney	No pre-set format/form. In the case of a Joint Venture, several are required: a power of attorney for the authorized representative of each JV member, and a power of attorney for the representative of the lead member to represent all JV members	
TECH-2	Consultant's Organization and Experience	
TECH-2.1	A. Consultant's Organization	
TECH-2.2	B. Consultant's Experience	
TECH-3	Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client.	
TECH-3.1	A. On the Terms of Reference	
TECH-3.2	B. On the Counterpart Staff and Facilities	
TECH-4	Description of the Approach, Methodology, and Work Plan for Performing the Assignment	
TECH-5	Work Schedule and Planning for Deliverables	
TECH-6	Team Composition, Assignment, and Key Experts Inputs	
TECH-7	Curriculum Vitae	
TECH-8	Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment (SH) Performance Declaration	
TECH-9	Support Documents	

Form TECH-1: Technical Proposal Submission Form

{Location, Date}

To: *[Name and address of Client]*

Dear Sirs:

We, the undersigned, offer to provide the consulting services for *[Insert reference number and title of assignment]* in accordance with your Request for Proposals (RFP) dated *[Insert Date]* and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed in a separate folder in the electronic procurement system.

{If the Consultant is a joint venture, insert the following: We are submitting our Proposal as a joint venture with: {Insert a list with full name and the 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 JV is already formed, "of the JV agreement"} signed by every participating member, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture.

{OR

If the Consultant's Proposal includes Sub-consultants, insert the following: We are submitting our Proposal with the following firms as Sub-consultants: {Insert a list with full name and address of each Sub-consultant.}

We hereby declare that:

a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client and/or may be sanctioned by TMA.

(b) Our Proposal shall be valid and remain binding upon us until the date specified in ITC 12.1.

(c) We have no conflict of interest in accordance with ITC 3.

(d) We meet the eligibility requirements as stated in ITC 6, and we confirm our understanding of our obligation to abide by TMA's policy regarding Fraud and Corruption as per ITC 5.

(e) We, along with any of our sub-consultants, subcontractors, suppliers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or sanction or debarment imposed by TMA, partner donors, the World Bank, or Sovereign Governments. Further, we are not ineligible under the Client's country laws or official regulations or pursuant to a decision of the United Nations Security Council;

(f) Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment (SH): [*select the appropriate option from (i) to (iii) below and delete the others*].

We *[where JV, insert:* "including any of our JV members"*]*, and any of our sub-consultants:

(i) [have not been subject to disqualification by TMA for non-compliance with SEA/ SH obligations.]

(ii) [are subject to disqualification by TMA for non-compliance with SEA/SH obligations.]

(iii) [had been subject to disqualification by TMA for non-compliance with SEA/SH obligations. An arbitral award on the disqualification case has been made in our favor.]

(g) In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, in force in the country of the Client.

(h) Except as stated in the Data Sheet, ITC 12.7, we undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in ITC 12 and ITC 28.4 may lead to the termination of Contract negotiations.

(i) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date indicated in ITC 34.2 of the Data Sheet.

We understand that the Client is not bound to accept any Proposal that the Client receives.

We remain,

Yours sincerely,

Signature (of Consultant's authorized representative) {In full and initials}:

Full name: {insert full name of authorized representative}

Title: {insert title/position of authorized representative}

Name of Consultant (company's name or JV's name):

Capacity: {insert the person's capacity to sign for the Consultant}

Address: {insert the authorized representative's address}

Phone: {insert the authorized representative's phone and fax number, if applicable}

Email: {insert the authorized representative's email address}

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

FORM TECH-2: CONSULTANT'S ORGANIZATION AND EXPERIENCE

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.

2.1. Consultant's Organization

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

2.2. Consultant's Experience

- Use the table format below to indicate only previous similar assignments successfully completed.
- Provide only those assignments for which the Consultant was legally contracted by the Client as a company or was one of the joint venture members.
- 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 be prepared to substantiate the claimed experience by presenting copies of relevant documents and references, as requested by the Client and furnished under Support Documents of the Technical Proposal.

<table>
<tr><td>Assignment name:</td><td></td><td>Contract Value (USD):</td><td></td></tr>
<tr><td>Country:</td><td></td><td colspan="2">Duration of assignment (months):</td></tr>
<tr><td>Location within country:</td><td></td><td colspan="2">Total Number of staff-months of the assignment:</td></tr>
<tr><td>Name of Client:</td><td></td><td colspan="2" rowspan="3">Number of professional staff-months provided by your consulting firm or sub-consultants:</td></tr>
<tr><td>Contact Person:</td><td></td></tr>
<tr><td>Designation:</td><td></td></tr>
<tr><td>Address:</td><td></td><td colspan="2">Value of the services provided by your firm under the contract (USD):</td></tr>
<tr><td>Telephone:</td><td></td><td colspan="2" rowspan="2">Name of associated Consultants, if any:</td></tr>
<tr><td>Email:</td><td></td></tr>
<tr><td>Start date:</td><td>[Day, Month, Year]</td><td colspan="2" rowspan="2">Names and titles of senior professional staff of your consulting firm involved and designation:</td></tr>
<tr><td>End date:</td><td>Day, Month, Year]</td></tr>
<tr><td colspan="4">Project Title and Description:</td></tr>
<tr><td colspan="4">Description of actual services provided by your staff within the assignment:</td></tr>
<tr><td>Name of Consulting Firm:</td><td colspan="3"></td></tr>
</table>

Form TECH-3: Comments and Suggestions on the Terms of Reference, Counterpart Staff, and Facilities to be Provided by the Client

Use this form to provide comments and suggestions on the Terms of Reference that could improve the quality or effectiveness of the assignment; and on requirements for counterpart staff and facilities, which are provided by the Client, including: administrative support, office space, local transportation, equipment, data, etc.

3.1. Comments and Suggestions on the Terms of Reference

{improvements to the Terms of Reference, if any}

3.2 Comments and Suggestions on Counterpart Staff and Facilities

{comments on counterpart staff and facilities to be provided by the Client. For example, administrative support, office space, local transportation, equipment, data, background reports, etc., if any}

Form TECH-4: Description of Approach, Methodology, and Work Plan in Responding to the Terms of Reference

Form TECH-4: a description of the approach, methodology and work plan for performing the assignment, including a detailed description of the proposed methodology and staffing for training, if the Terms of Reference specify training as a specific component of the assignment. The technical proposal should be structured as follows:

[Notes to Consultant: the Client will assess whether the proposed methodology is clear, responds to the TORs, work plan is realistic and implementable; overall team composition is balanced and has an appropriate skills mix; and the work plan has right input of Experts]

4.1. Technical Approach and Methodology

{Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs), the technical approach, and the methodology you would adopt for implementing the tasks, (including on addressing Sexual Exploitation and Abuse (SEA) and Sexual Harassment (SH) risks and, as required in the TOR, on managing cyber security risks related to the proposed consulting services contract to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/copy the TORs in here.}

4.2. Work Plan

{Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.}

4.3. Organization and Staffing

{Please describe the structure and composition of your team, including the list of the Key Experts, Non-Key Experts and relevant technical and administrative support staff.}

FORM TECH-5: WORK SCHEDULE AND PLANNING FOR DELIVERABLES

N°	Deliverables [1] (D-..)	Months											
		1	2	3	4	5	6	7	8	9	.....	n	Total
D-1	{e.g., Deliverable #1: Report A												
	1) data collection												
	2) drafting												
	3) inception report												
	4) incorporating comments												
	5) delivery of final report to Client}												
D-2	{e.g., Deliverable #2: Report B												

1. List the deliverables with the breakdown for activities required to produce them and other benchmarks such as the Client's approvals. For phased assignments, indicate the activities, delivery of reports, and benchmarks separately for each phase.
2. Duration of activities shall be indicated in a form of a bar chart.
3. Include a legend, if necessary, to help read the chart.

Form TECH-6: Team Composition, Assignment, and Key Experts' inputs

N°	Name	Expert's input (in person/month) per each Deliverable (listed in TECH-5)								Total time-input (in Months)		
		Position		D-1	D-2	D-3	D-4	D-...		Home	Field	Total
Key Experts												
K-1		[Team Leader]	*[Home]*	[2 month]	[1.0]	[1.0]						
			[Field]	[0.5 m]	[2.5]	[0]						
K-2												
K-3												
n												
								Subtotal				
Non-Key Experts												
N-1			*[Home]*									
			[Field]									
N-2												
n												
								Subtotal				
								Total				

1 For Key Experts, the input should be indicated individually for the same positions as required under the Data Sheet ITC21.1.

2 Months are counted from the start of the assignment/mobilization. One (1) month equals twenty two (22) working (billable) days. One working (billable) day shall be not less than eight (8) working (billable) hours.

3 "Home" means work in the office in the expert's country of residence.

4. "Field" work means work carried out in the Client's country or any other country outside the expert's country of residence.

Full time input
Part time input

FORM TECH-7: CURRICULUM VITAE

Position Title and No.	*{e.g., K-1, Team Leader}*
Name of Expert:	*{Insert full name}*
Name of Firm:	*{Insert name of consulting firm}*
Date of Birth:	*{day/month/year}*
Country of Citizenship and Residence:	*{Insert the name of citizenship and current residence}*
Telephone:	*{Insert cellphone number of the expert}*
Email:	*{Insert email address of the expert}*

Education: *{List college/university or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained. The copies of certificates should be submitted as part of the support documents}*

Education Institution	Qualification Attained	Year of Award

Short Training: *{List any recent and relevant short training attended as a trainee}*

Name of Training Organization	Title of Training	Date of Training

Employment: {*Starting with present position, list in reverse order employment record relevant to the assignment. Please provide dates, name of employing organization, titles of positions held, types of activities performed, name of country of employer, location of the assignment, and contact information of previous clients and employing organization(s) who can be contacted for references.}*

Period	Employing Organization	Summary of activities relevant to the assignment
Start Date: End Date: Duration: (months)	Country: Location: Employer: Job Title: Contact Person: Telephone: Email:	

..		
..		

Membership in Professional Associations: *List below the names of professional associations that the expert is registered and licensed to practice}*

Professional Publications: {List below recent professional and industry publications by the expert}

Language Skills: *(Indicate only languages in which you can work, ranging from 1 to 5, where 1 is poor and 5 is excellent. The expert may be asked to avail further evidence that they are proficient in the languages)*

Language	Speaking	Reading	Writing

Specific Experience: *{Use the following format to indicate specific experiences that are relevant to the proposed consulting services and that best describes the capability to handle the assignment. Replicate the table for each specific experience}*

Assignment:	*{Indicate the assignment title of the consulting services}*			
Position:	*{Insert the position title among the key experts}*			
Period:	*Start Date:*	*{Day, Month, Year}*	*End Date*	*{Day, Month, Year}*
Location:	*{Indicate the location of the consulting services, city, and country}*			
Client:	*{Provide name of the client with whom offered consulting services]*			
Project:	*{Indicate name of the project and source of funds}*			
Activities:	*{A brief description of the assignment, the source of funding, the main activities performed by the expert, deliverables and outputs}*			

Certification: I, the undersigned, certify that to the best of my knowledge and belief, this curriculum vitae correctly describes myself, my qualifications, and my experience, and I am available, as and when necessary, to undertake the assignment in case of an award. I have no conflict of interest and confirm that I shall comply to TMA Supplier Code of Conduct and policies regarding confidentiality, intellectual property, organized crime, anti-terrorism financing, environmental and social standards. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the Client, and/or sanctions by TMA.

Name of Expert	Signature	Date *{Day/Month/Year}*
Name of Authorized Representative of the Firm	Signature	Date *{Day/Month/Year}*

FORM TECH-8: SEA AND/OR SH PERFORMANCE DECLARATION

[The following table shall be filled in for the Consultant, each member of a Joint Venture and each subconsultant proposed by the Consultant]

Date:	*[insert day, month, year]*
Consultant Name:	*[insert full name of Bidder*
Name of Joint Venture Member:	*[insert full name]*
RFP Reference No.:	*[insert tender reference number]*
Contract Title:	*[insert contract title]*
We *[Consultant to select one of the following relevant declarations by ticking in the relevant box]:*	
	(a) have not been subject to disqualification by TMA or non-compliance with SEA/ SH obligations
	(b) are subject to disqualification by TMA for non-compliance with SEA/SH obligations.
	(c) had been subject to disqualification by TMA or non-compliance with SEA/ SH obligations and were removed from the disqualification list. An arbitral award on the disqualification case has been made in our favor.
[*If (c) above is applicable, the Bidder shall attach evidence of an arbitral award reversing the findings on the issues underlying the disqualification.]*	

FORM TECH-9: SUPPORT DOCUMENTS

The consultant shall attach the following support documents as part of the technical proposal:

(a) Power of attorney.

(b) Signed Joint Venture Agreement/Charter or a Letter of Intent to form a JV.

(c) Professional practice certificates of the firm and each member of JV – Not Applicable

(d) Similar experience reference letters or service completion certificates for the firm.

(e) Academic certificates for each key expert.

(f) Professional practice license for each key expert, if required. – Not Applicable

Section 4. Financial Proposal Standard Forms

{*Notes to Consultant*: Shown in brackets provide guidance to the Consultant to prepare the Financial Proposals; they should not appear on the Financial Proposals to be submitted.}

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided in Section 2.

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 reference number and 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} {Insert amount(s) in words and figures},** excluding of all local taxes in accordance with ITC 25.1 in the Data Sheet.

The estimated amount of local taxes is **{Insert currency} {Insert amount in words and figures}** which shall be confirmed or adjusted, if needed, during negotiations. *{Please note that all amounts shall be the same as in Form FIN-2}.*

Our Financial Proposal shall be valid and remain binding upon us, subject to the modifications resulting from Contract negotiations, for the period of time specified in the Data Sheet, ITC 12.1.

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 of 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 declare that we shall comply with TMA policies on conflict of interest, code of ethics, confidentiality, intellectual property, organized crime, anti-terrorism financing, environmental and social standards.

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

We remain,

Yours sincerely,

Signature (of Consultant's authorized representative):

Full name: {insert full name of authorized representative}

Title: {insert title/position of authorized representative}

Consultant: (company's name or JV's name)

Capacity: {insert the person's capacity to sign for the Consultant}

Address: {insert the authorized representative's address}

Phone: {insert the authorized representative's phone number}

Email: {insert the authorized representative's email address}

{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}

Form FIN-2 Summary of Costs

Item	Cost {Consultant must state the proposed Costs in accordance with ITC **16.4 of the Data Sheet** } United States Dollars (USD)
Cost of the Financial Proposal:	
Remuneration	
Reimbursables	
Total Cost of the Financial Proposal: {Should match the amount in Form FIN-1}	
Local Taxes	
VAT	
Other {*insert type of tax*}	
Total Local Taxes	
NOTE: Where mandated by the tax legislation, the Client will withhold tax at the applicable rate and remit it to the relevant tax authority. The Client will furnish the Consultant with the corresponding withholding tax certificate or the equivalent as evidence of such remittance.	

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.

No.	Name	Position (as in Tech 6)	Person Month Remuneration Rate (USD)	Time Input in Person/Month	Line Total (USD)
Key Experts					
K-1			*[Home]*		
			[Field]		
K-2			*[Home]*		
			[Field]		
K-3			*[Home]*		
			[Field]		
..			*[Home]*		
..			*[Field]*		
Subtotal Key Experts					
Non-Key Experts					
N-1					
N-2					
N-3					
..					
Subtotal Non-Key Experts					
Total Costs					

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.

No.	Type of Reimbursable Expenses	Unit	Unit Cost (USD)	Quantity	Line Total (USD)
	{e.g., Per diem allowances}	{Day}			
	{e.g., international flights}	{Ticket}			
	{e.g., In/out airport transportation}	{Trip}			
	{e.g., Communication costs between Insert place and Insert place}				
	{Training of the Client's personnel if required in TOR}				
	..				
Total Cost					

Section 5. Terms of Reference

DIAGNOSTIC ASSESSMENT FOR THE ESTABLISHMENT OF A SMART CORRIDOR AND PATHWAY TOWARD ""NO-STOP" BORDERS".

Smart Corridor Development in East Africa

1. BACKGROUND

36. About East African Community

The East African Community (EAC) is a regional intergovernmental organisation based in Arusha, Tanzania. It promotes economic, political and social integration among its Partner States, namely Burundi, the Democratic Republic of the Congo, Kenya, Rwanda, Somalia, South Sudan, Tanzania and Uganda. The EAC was re-established in 1999 under the Treaty for the Establishment of the East African Community, following the collapse of the earlier organisation. Its mandate is to deepen cooperation in political, economic and social affairs, improve living standards and support sustainable development. It operates through four pillars: the Customs Union (2005), the Common Market (2010), the planned Monetary Union and the long-term objective of a Political Federation. These pillars reduce barriers to trade and support free movement across the region. Beyond economic integration, the EAC advances regional stability, infrastructure, health, digital transformation and industrialisation, guided by equitable development and partnership. Within Africa, the EAC is recognised as a leading regional bloc, supporting the African Economic Community and the African Continental Free Trade Area (AfCFTA), including cross-border trade frameworks such as Smart Corridors and digital trade systems.

37. About TradeMark Africa

TradeMark Africa (TMA), formerly TradeMark East Africa, is a leading African Aid-for-Trade organisation established in 2010 to accelerate regional integration by translating policy frameworks into practical, measurable trade outcomes. Operating on a not-for-profit basis, TMA's core mandate is to increase intra-African trade, enhance Africa's participation in global markets, and ensure that trade contributes to inclusive economic growth and environmental sustainability. The organisation is funded by a consortium of bilateral and multilateral development partners and works in close partnership with regional and continental institutions, national governments, the private sector, and civil society to unlock trade and investment opportunities across the continent.

TMA delivers impact through an integrated, system-wide approach that addresses structural constraints to trade across policy, infrastructure, and operational systems. Its portfolio spans trade and investment environment reforms (including the removal of non-tariff barriers and strengthening of regulatory and data frameworks), investments in physical connectivity (notably ports, border posts, and logistics systems), and the development of digital trade systems that enable seamless, interoperable cross-border processes. Complementing these interventions is a sustained focus on quality and standards infrastructure to improve compliance with sanitary, phytosanitary, and technical requirements, alongside efforts to expand trade access for vulnerable groups. This integrated delivery model positions TMA as a catalytic implementation partner capable of aligning regulatory reform, infrastructure investment, and digital innovation into coherent, corridor-based trade facilitation solutions.

TMA has evolved from an initial focus on the East African Community into a continental platform, now operating across East, West, and Southern Africa, and the Horn, in alignment with broader agendas such as the African Continental Free Trade Area. This expansion is reinforced by institutional innovation, including the establishment of Trade Catalyst Africa in 2022 to mobilise catalytic finance for scalable trade infrastructure and improve access to trade finance for small and medium-sized enterprises, thereby strengthening TMA's role in enabling integrated, efficient, and inclusive African markets.

The proposed Smart Corridor initiative shall build on the legal, institutional and operational foundations already established under the East African Community regional integration framework. These include the EAC Customs Union Protocol, the EAC Common Market Protocol, the East African Community Customs Management Act, the One Stop Border Post Act, the OSBP Procedures Manual, the Single Customs Territory framework and relevant regional instruments governing standards, sanitary and phytosanitary controls, transport, transit and cross-border data exchange. Implementation shall require close coordination among the EAC Secretariat, the Northern Corridor Transit and Transport Coordination Authority, Partner State ministries, revenue authorities, port and railway authorities, standards bodies, sanitary and phytosanitary agencies, border management institutions and private-sector operators.

The Smart Corridor Diagnosis assignment will be implemented concurrently with the Advisory Services for Cost Recovery and Infrastructure Development of the Malaba and Lwakhakha One Stop Border Posts assignment. The advisory assignment will provide integrated technical, financial, legal and institutional services covering infrastructure assessment, detailed engineering and architectural design, cost recovery and financing strategies, ESG compliance, traffic modelling, institutional strengthening, and investment readiness to support the sustainable and financially viable development of the two OSBPs. The Smart Corridor Diagnosis Consultant shall work closely with the advisory consultant, leverage relevant findings and emerging outputs as they become available, and avoid duplication of effort, while retaining full responsibility for the quality, completeness and delivery of all services and outputs under this assignment.

2. RATIONALE OF ASSIGNMENT

Trade facilitation advancement along Northern Corridor

The Northern Corridor is the principal multimodal trade artery in East Africa, linking the Port of Mombasa to the landlocked economies of Uganda and Rwanda, with extended connectivity into the Democratic Republic of Congo (DRC), South Sudan, and Burundi. As a designated European Union (EU) Global Gateway strategic corridor, it occupies a central position in Africa–Europe trade integration and the transition towards climate-aligned logistics systems. Its strategic importance is reflected in sustained growth in trade volumes; the Port of Mombasa alone handled approximately 35.98 million tonnes of cargo in 2023, underscoring a consistent upward trajectory in regional demand.

Previous corridor interventions, most notably One Stop Border Posts (OSBPs) and the Single Customs Territory (SCT), have delivered measurable efficiencies, including reductions in border crossing times of up to 70% at key nodes such as Malaba. However, these gains are increasingly being eroded by escalating traffic volumes and evolving regulatory requirements. Emerging compliance regimes, including the European Union Deforestation Regulation (EUDR) and the Carbon Border Adjustment Mechanism (CBAM), demand a decisive shift from infrastructure-led solutions to data-driven, intelligence-based corridor management. In this context, the absence of integrated digital systems for Monitoring, Reporting and Verification (MRV) of environmental performance constitutes a material competitiveness risk. Corridors unable to generate verifiable, interoperable sustainability data are likely to face elevated inspection rates, manual documentation burdens, and clearance delays in destination markets. Green freight digitalisation must therefore be treated not as a secondary initiative, but as a core design principle underpinning the "No-Stop" Border concept.

A central structural challenge is the widening gap between cargo volume growth and the pace of physical infrastructure expansion. Forward projections indicate that port and inland transport capacities will reach saturation ahead of planned upgrades. The Smart Corridor initiative is consequently premised on continuous innovation as the primary mechanism for sustaining flow and mitigating systemic inefficiencies.

This shift necessitates a transition from infrastructure-centric models to a digital-first, flow-based architecture anchored in trust and pre-clearance. Through the Smart Corridor and "No-Stop" Border Framework, governance moves from sequential, location-based processing to a "decide-before-arrival" model. This enables increased throughput without proportional expansion of physical capacity, fundamentally redefining how control and facilitation functions are executed across the corridor.

For purposes of this assignment, a '"No-Stop" Border' refers to a risk-based operating model in which most regulatory decisions are completed before cargo reaches the physical border. It does not mean the removal of customs, immigration, SPS, standards, security or revenue controls. Compliant consignments supported by complete and verifiable advance information may pass through automated or minimally intrusive processes, while documentary checks, coordinated inspections and enforcement interventions are reserved for consignments selected through risk criteria, intelligence alerts, legal requirements or identified compliance concerns.

Despite these advances, the operational ecosystem, comprising the movement of goods, people, funds, and information, remains characterised by persistent frictions. These include duplicated inspections, fragmented institutional mandates, and the limited legal recognition of electronic documents. A critical deficiency is the "visibility gap" at multimodal transhipment nodes, particularly at the interface between the Standard Gauge Railway (SGR) and road transport. The absence of synchronised data exchange at these points contributes to excessive dwell times, often exceeding 4.5 days at inland depots. The assignment therefore prioritises key corridor nodes, including the Port of Mombasa, Inland Container Depots (ICDs) in Nairobi and Naivasha, and major One Stop Border Posts (OSBPs) such as Malaba and Busia. It will assess the feasibility of transitioning to "No-Stop" operations, where border points function as automated enforcement gateways rather than processing bottlenecks. Achieving this requires the effective orchestration of a complex institutional ecosystem, including customs, immigration, and Sanitary and Phytosanitary (SPS) authorities. In parallel, the assignment recognises that green trade facilitation is operationalised at physical nodes through embedded technologies, such as scanners, smart gates, weighbridges, tracking devices, and digital documentation, rather than through standalone reporting platforms. Accordingly, the diagnostic will examine how Monitoring, Reporting and Verification (MRV) data can be captured once and reused across multiple regulatory and operational domains, including customs, Sanitary and Phytosanitary (SPS) controls, trade compliance, climate reporting, and transport management.

A fundamental barrier to interoperability lies in misaligned institutional incentives and the absence of a unified data governance framework. Current systems operate in siloed environments, resulting in sequential rather than coordinated controls. The diagnostic will therefore extend beyond institutional mandates to interrogate the underlying political economy, specifically, the incentives, constraints, and risk perceptions that limit data-sharing and mutual recognition. The objective is to define a pragmatic orchestration model that reconciles revenue protection and security imperatives with high-speed trade facilitation.

At the technological level, the envisaged Smart Corridor Layer integrates advanced capabilities to enable risk-based facilitation. These include Single Customs Territory Version 3.0 (SCT 3.0), artificial intelligence-enabled risk profiling, and smart gate infrastructure incorporating Optical Character Recognition (OCR) and Radio Frequency Identification (RFID). The Trade and Logistics Information Pipeline (TLIP) forms the backbone of this architecture, ensuring cross-border data integrity, traceability, and auditability. Crucially, the deployment of these technologies must not replicate or entrench inefficient legacy processes. Instead, they must be aligned with international standards, including the World Customs Organisation (WCO) Data Model and the United Nations Centre for Trade Facilitation and Electronic Business (UN/CEFACT) frameworks, to ensure scalability and interoperability within the broader African Continental Free Trade Area (AfCFTA) ecosystem.

A structured diagnostic is essential in light of persistent inefficiencies along the corridor, including unpredictable delays and high logistics costs, which can account for up to 35% of the total cost of goods in landlocked East African economies. These inefficiencies disproportionately affect time-sensitive value chains, particularly horticulture and other perishable exports, thereby undermining regional competitiveness. Without a clearly defined baseline and a sequenced implementation roadmap, incremental and fragmented interventions will be insufficient to realise the “No-Stop” Border vision. This assignment will therefore identify immediate “quick wins”, such as the implementation of joint risk management rules, while also defining the medium-term investments required in system integration, institutional alignment, and legal reform.

Ultimately, the diagnostic will provide the analytical foundation necessary to transform the Northern Corridor into a digitally enabled, environmentally compliant, and globally competitive trade artery, capable of sustaining increased volumes while meeting evolving regulatory and market demands.

The Smart Corridor approach

The African Union's digital transport strategy centers on the Smart Corridor, where *SMART* stands for Safety, Mobility, Automation, and Real-time Traffic Management. This model standardizes regional corridor modernization by connecting countries with robust infrastructure and logistics, supporting intra-regional and international cargo and passenger movement. Smart Corridors utilize advanced trade facilitation, regulatory frameworks, integrated digital systems, and Intelligent Transport Systems (ITS) to streamline administration, boost efficiency, and provide real-time data for ongoing cargo monitoring. The conceptual and technical foundations of Smart Corridors were formalised in the report *"Smart Corridor Definition and Characteristics"*, developed for the African Union Commission (AUC) and the model was subsequently adopted under the Programme for Infrastructure Development in Africa (PIDA) and incorporated into its Priority Action Programme (PAP) [1].

The Smart Corridor approach aligns with the AfCFTA Protocol on Digital Trade, which creates a unified framework for cross-border digital commerce, data flows, and system interoperability. The Protocol harmonises rules for electronic transactions, payments, data governance, cybersecurity, and digital identities, reducing fragmentation between nations. For corridor development, it offers the legal basis for interoperable digital trade systems, enabling efficient exchange of trade and transport data and fostering a trusted environment for all stakeholders. Successful implementation is key to ensuring Smart Corridors operate within a cohesive continental digital trade structure that improves efficiency, transparency, and market integration.

The Smart Corridor model is further reinforced by emerging regional digital policy frameworks. In particular, it aligns with the East African Community (EAC) Declaration on Artificial Intelligence, adopted during the 4th EAC Regional Science, Technology and Innovation Conference in April 2026. This declaration underscores the imperative to harmonise data governance regimes and coordinate investment in shared digital infrastructure, with the objective of fostering a secure, inclusive, and resilient artificial intelligence ecosystem that accelerates regional integration.

Beyond their operational function, Smart Corridors serve as a strategic instrument for advancing regional economic integration. They enhance the efficiency, resilience, and predictability of transport systems while creating the foundational architecture for the evolution of transport corridors into fully integrated economic corridors. This transition is critical to stimulating investment, supporting industrialisation, and strengthening regional value chains in alignment with the objectives of the African Continental Free Trade Area (AfCFTA).

Realising the full potential of Smart Corridors requires a coordinated and sustained set of interventions, including:

- **Upgrading corridor infrastructure** to improve capacity, reliability, and service quality.
- **Deploying advanced Intelligent Transport Systems**, enabling automation, data exchange, and real-time decision-making.
- **Harmonising regulatory and procedural frameworks** across jurisdictions, including customs modernisation and alignment of transit regimes.
- **Enhancing transparency and predictability** in border and transit processes through digitalisation and standardisation.
- **Scaling digital solutions** for cargo visibility, remote network monitoring, traveller information systems, and data-driven enforcement mechanisms.
- **Promoting interoperability and open market access**, thereby strengthening competition and efficiency in transport and logistics services.
- **Strengthening institutional coordination** among corridor authorities, regulatory bodies, and public–private stakeholders to ensure coherent governance and implementation.

Within this context, TradeMark Africa conceptualises the Smart Corridor as a fully integrated, system-wide digital trade facilitation model. This approach treats the corridor not as a series of discrete national segments, but as a single, unified operational system. It removes location-based processing dependencies, enables seamless real-time coordination across borders, and redefines border posts from administrative processing points into risk-informed verification nodes. The result is a more efficient, secure, and transparent corridor ecosystem capable of supporting high-volume, digitally enabled trade flows across the continent.

3. OBJECTIVES

Overall objective

The overall objective of the assignment is to undertake a comprehensive diagnostic assessment of the Northern Corridor and develop an evidence-based, investment-ready and phased framework for transforming it into an interoperable Smart Corridor capable of supporting risk-based, secure, environmentally sustainable and progressively automated "No-Stop" Border operations.

The assignment shall establish the existing performance baseline, assess institutional and technological readiness, identify binding constraints, define the target operating model and digital architecture, and prepare a prioritised implementation roadmap with clear responsibilities, costs, dependencies, performance targets and readiness conditions.

The diagnostic shall assess readiness across seven interrelated dimensions: policy and governance, including institutional and regulatory architecture; digital and data systems, including interoperability and real-time information exchange; infrastructure and connectivity, covering physical and ICT enabling systems; operational integration, including inter-agency coordination and joint service delivery; private sector and ecosystem readiness, including stakeholder participation and adoption; security and trust architecture, including cybersecurity, compliance and integrity systems; and financial, institutional and operational sustainability, including funding models, ownership, operations, maintenance and long-term viability.

The diagnostic shall cover imports, transit and exports, with high-value horticultural exports from Uganda and Rwanda, particularly avocado and flowers, treated as priority use cases rather than the sole focus. The analysis shall strengthen end-to-end logistics and cold-chain performance while safeguarding national sovereignty, security and revenue assurance through advanced risk-based controls.

The Smart Corridor approach shall also position the Northern Corridor as a digitally verifiable green trade corridor, capable of supporting automated environmental compliance without reverting to physical inspections or manual reporting. It shall cover green and climate-aligned freight by integrating carbon, fuel-consumption, land-use and sustainability Monitoring, Reporting and Verification data into corridor-wide digital systems and trade information pipelines, thereby supporting compliance with emerging green trade instruments while maintaining the efficiency of trade flows.

Specific objectives

To achieve the overall objective, the consultant shall pursue the following specific targets:

1. **To establish a Smart Corridor baseline** by conducting a rigorous assessment of current operational and digital conditions, thereby creating a definitive reference point for all subsequent Smart Corridor interventions, monitoring, and evaluation.
2. **To map the Smart Corridor ecosystem and develop a comprehensive baseline analysis** by identifying and analysing physical nodes (including ports, Inland Container Depots, and One Stop Border Posts), institutional mandates, and existing digital systems, with a view to defining current data flows and identifying critical visibility gaps.
3. **To identify and categorise binding constraints** by systematically assessing operational, technical, legal, and institutional bottlenecks, alongside private sector readiness and broader ecosystem dynamics, with particular focus on the political economy of inter-agency coordination that constrains corridor performance, scalability, and the transition to green logistics and digitally verifiable sustainable trade.
4. **To assess digital maturity, interoperability and institutional** readiness by undertaking a detailed inventory and maturity assessment of key digital systems, institutional capabilities and governance arrangements, including the Single Customs Territory, National Single Windows, Electronic Cargo Tracking Systems, Trade and Logistics Information Pipeline and associated border management systems. The assessment shall evaluate technical interoperability, standards compliance, organisational readiness, governance frameworks, digital competencies, operating models, change management capacity, resource adequacy and inter-agency coordination mechanisms required to support Smart Corridor implementation.
5. **To define regulatory and data governance requirements** by establishing the legal and institutional prerequisites for “decide-before-arrival” governance, including frameworks for mutual recognition of controls, legal validity of electronic documents, and secure protocols for cross-border data exchange.
6. **To assess institutional and operational sustainability** by evaluating governance models, ownership arrangements, operation and maintenance requirements, lifecycle management approaches, financing mechanisms, institutional capacities, long-term resource requirements and cross-cutting priorities, including climate resilience, green trade, low-carbon logistics and inclusion. This will include a blueprint that will guide the Review, validation and adoption of the Smart Corridor Framework including recognition of electronic documentation legal review.
7. **To develop an integrated Smart Corridor framework and phased implementation roadmap** by defining a comprehensive target operating model that outlines prioritised interventions, technical dependencies, sequencing logic and clear readiness triggers for transitioning from physical-first to digital-first border management. The roadmap shall explicitly identify existing EAC programmes, digital platforms, institutional reforms and regional integration initiatives that should be completed, strengthened, scaled or leveraged before the introduction of new technologies or operating models. The assessment shall identify complementarities, dependencies and opportunities to maximise value from existing investments while avoiding duplication and fragmentation.
8. **To optimise horticultural export value chains** by diagnosing and strengthening end-to-end logistics and cold-chain performance for high-value horticultural exports (with a special focus on avocado and flowers) from Uganda and Rwanda, including identifying node-specific constraints,

drivers of spoilage, and sources of time-to-market delays across the full journey from inland production zones to the Port of Mombasa.

Guiding principles and expected outcomes

The implementation of these objectives shall be anchored in the principle of efficiency through innovation, recognising that infrastructure-led approaches have reached their practical limits in the context of rapidly increasing trade volumes. The diagnostic must therefore prioritise digital interoperability, automated passage, and risk-based facilitation, ensuring that low-risk movements are processed seamlessly while maintaining robust oversight. All recommendations must strike a disciplined balance between trade facilitation, predictability, and speed on the one hand, and the non-negotiable imperatives of revenue protection, regulatory compliance, and national security on the other. This balance is fundamental to sustaining both corridor performance and institutional trust.

In parallel, the assignment shall be guided by a green-by-design digitalisation approach, whereby environmental and climate compliance requirements are fully embedded within core operational systems, rather than managed through parallel processes. This entails integrating sustainability data flows directly into existing technologies, such as scanners, smart gates, Electronic Cargo Tracking Systems, Single Customs Territory platforms, and the Trade and Logistics Information Pipeline, so that Monitoring, Reporting and Verification data is captured once and reused across multiple regulatory domains. This approach minimises friction, avoids duplication, and ensures that green trade requirements are operationalised as an inherent feature of corridor efficiency and competitiveness, rather than as an external reporting burden.

By the end of the assignment, these principles must translate into clear, execution-ready outcomes that bridge analysis and implementation. This includes the establishment of a corridor-wide performance baseline with node-level operational and environmental metrics; the formal endorsement of a Target Operating Model for “decide-before-arrival” governance; and the development of a Green Trade Enablement Framework defining how sustainability data is generated, validated, and reused across systems. In addition, the assignment shall deliver an investment-ready intervention roadmap, specifying prioritised actions, technical dependencies, and institutional ownership, alongside operational “No-Stop” pilot scenarios, such as fast-lane processing for Authorised Economic Operators or automated Sanitary and Phytosanitary clearance, that can be implemented immediately within existing legal frameworks. Collectively, these outputs will ensure that the Smart Corridor concept transitions from a diagnostic exercise into a coherent, actionable programme for corridor transformation.

4. SCOPE OF WORK

Overall Scope

The assignment focuses on the primary Mombasa–Kenya–Uganda–Rwanda axis of the Northern Corridor, while extending, through targeted desk-based analysis, to adjacent partner countries, including the Tanzania, Democratic Republic of Congo, South Sudan, and Burundi. This ensures end-to-end visibility of trade flows, continuity of control regimes, and coherence in cross-border data exchange. The scope is comprehensive, encompassing the institutional, operational, digital, legal, and policy dimensions required to establish a functional Smart Corridor and operationalise the “No-Stop” Border model. It covers the full trade lifecycle, imports, transit, and exports, and includes a dedicated analytical mandate to establish a robust baseline for the high-value horticultural exports (with a special focus on avocado and flowers) value chain originating from Uganda and Rwanda. All outputs shall be aligned with the East African Community and African Continental Free Trade Area frameworks to ensure regional harmonisation, interoperability, and scalability.

This assignment is focused on the Northern Corridor as pilot corridor for developing and testing Smart Corridor concepts within the East African Community. While lessons and recommendations may inform future Smart Corridor initiatives across other regional corridors, including the Central Corridor, the present assignment is limited to the Northern Corridor because of funding constrains. Recommendations shall, where appropriate, identify opportunities for replication and scaling across other EAC transport and trade corridors as future phases are designed.

While high-value horticultural exports, particularly avocado and flowers, shall be assessed as priority use cases because of their sensitivity to time, temperature and border delays, the Smart Corridor diagnostic shall adopt a broader corridor-wide perspective covering imports, exports, transit traffic, containerised cargo, bulk cargo, regulated agricultural products, industrial goods, MSME trade and multimodal logistics flows. Recommendations shall therefore support overall corridor transformation, rather than a single commodity or sector.

Assessment approach

While digitalisation and interoperability remain the primary drivers of Smart Corridor transformation, the consultant shall also identify targeted physical infrastructure, operational and logistics improvements where these remain material constraints to corridor performance. The diagnostic shall therefore assess the interaction between digital systems, physical infrastructure, operational processes and institutional arrangements, and recommend the optimal blend of digital and non-digital interventions required to achieve corridor efficiency, resilience and seamless trade flows.

The diagnostic shall be structured across interconnected assessment dimensions that collectively define corridor performance:

1. Operational processes and controls shall be mapped end-to-end across the Port of Mombasa, Inland Container Depots, and border posts. This analysis will identify process handovers, queueing points, and control redundancies, while isolating opportunities for “decide-before-arrival” processing and differentiated treatment of compliant traders.
2. A comprehensive assessment of digital systems and interoperability shall be undertaken. This will include regional platforms such as the Single Customs Territory, national systems including National Single Windows, and agency-level platforms. The assessment must evaluate data standards, cybersecurity protocols, auditability, and the capacity of systems to ingest, process, and exchange environmental Monitoring, Reporting and Verification datasets as part of routine trade transactions.
3. Export logistics and cold-chain performance shall be analysed, with a specific focus on packhouses and cold-storage infrastructure supporting high-value horticultural exports (with

a special focus on avocado and flowers). This will include a granular assessment of spoilage drivers and time-to-market delays from inland production zones to the Port of Mombasa.

4. The legal and regulatory environment shall be reviewed to identify constraints affecting cross-border data sharing, the legal recognition of electronic signatures, and the enforceability of digital documentation.
5. Physical and smart infrastructure shall be assessed to determine how capacity constraints at gates, yards, and inspection zones limit the feasibility of “No-Stop” operations, and to define the functional requirements for targeted smart infrastructure upgrades.
6. Private sector readiness shall be evaluated through analysis of operator practices and incentive structures required for Micro, Small and Medium Enterprises and Authorised Economic Operators to participate effectively in trusted data-sharing ecosystems.
7. Financial sustainability and green readiness shall be assessed by examining funding models, investment incentives, and mechanisms to monetise efficiency gains, reduce emissions-related costs, and align corridor development with climate finance and green trade instruments.

Core analytical tasks

The consultant shall execute a sequenced programme of analytical tasks to translate the diagnostic into implementable outputs:

- The assignment shall commence with baseline establishment and knowledge synthesis, consolidating existing diagnostics into a definitive Smart Corridor baseline. This shall include a structured gap analysis explicitly building on prior studies, including logistics performance assessments and green logistics diagnostics.
- This will be followed by a strategic governance diagnostic, mapping institutional mandates, decision rights, and coordination mechanisms to define a practical and enforceable orchestration model for end-to-end corridor management.
- Node-level operational diagnostics shall then be undertaken through on-site assessments at the Port of Mombasa, Inland Container Depots in Nairobi and Naivasha, and key border posts, including Malaba, Busia, and Katuna or Gatuna. These assessments will inform targeted Business Process Re-engineering to establish the feasibility of “No-Stop” operations.
- In parallel, the consultant shall define a digital target architecture, specifying interoperability standards and a coherent system design that aligns national platforms with corridor-wide tracking and analytics capabilities. A dedicated green trade digital diagnostic shall examine how sustainability and Monitoring, Reporting and Verification requirements, arising from instruments such as the Carbon Border Adjustment Mechanism and the European Union Deforestation Regulation, can be embedded within existing corridor technologies, including scanners, smart gates, Electronic Cargo Tracking Systems, and the Trade and Logistics Information Pipeline. This analysis will identify integration gaps, duplication risks, and opportunities for automation.
- The assignment shall further include international benchmarking against at least two advanced trade corridors, focusing on comparative technology stacks and trust frameworks.

These insights shall inform the development of a prioritised implementation roadmap, clearly defining sequencing logic, technical dependencies, and investment-readiness thresholds.

Cross-cutting risk considerations

All findings and recommendations shall be rigorously tested against a risk-management framework to ensure that enhanced facilitation does not compromise critical control functions. This includes the assessment of security and revenue assurance mechanisms, with a particular focus on intelligence-led targeting systems to mitigate illicit trade, undervaluation, and revenue leakages. Biosecurity and public health controls shall be evaluated to ensure Sanitary and Phytosanitary processes can support electronic certification, coordinated inspections, and risk-based enforcement without introducing avoidable delays. In addition, the consultant shall assess system resilience and operational continuity, including the cybersecurity readiness of critical trade systems and the exposure of corridor infrastructure to climate-related and systemic disruptions.

Scope disaggregation and sovereignty considerations

To ensure legal and operational feasibility, all outputs shall be explicitly disaggregated by level of application. Recommendations shall be classified as:

- **Corridor-wide interventions**, covering multi-country, harmonised frameworks;
- **Country-specific reforms**, targeted to Kenya, Uganda, or Rwanda; and
- **Node-specific actions**, addressing operational constraints at the Port of Mombasa, specific Inland Container Depots, or individual border posts.

In parallel, the assignment shall incorporate data sovereignty and compliance considerations. The consultant must identify data elements restricted from cross-border transfer under national legal frameworks and propose compliant architectural alternatives, including mirrored registries, data tokenisation, or anonymisation protocols. Collectively, this ensures that all technical designs and policy recommendations are legally sound, operationally realistic, and implementable across jurisdictions, while preserving the integrity and objectives of a fully interoperable Smart Corridor.

5. METHODOLOGY AND EXPECTED APPROACHES

Implementation-oriented approach: The consultant shall adopt a rigorous, multidisciplinary, and explicitly implementation-oriented methodology aligned with established African and global Smart Corridor and "No-Stop" Border frameworks. The approach must move beyond descriptive analysis to demonstrate how and why specific reforms, systems, and sequencing choices can be operationalised within the political, institutional, and capacity constraints of the Northern Corridor. Given that cargo growth is significantly outpacing the expansion of physical infrastructure, the methodology shall prioritise digital-first and innovation-driven solutions to sustain corridor performance and throughput. All analytical outputs must be translated into policy-ready, operationally feasible, and investment-sequenced recommendations, ensuring direct applicability to implementation.

Structured desk review and baseline synthesis: A comprehensive and structured desk review shall be undertaken to establish a robust Smart Corridor baseline. This will involve synthesising existing diagnostics, studies, and policy frameworks, including those under SITA and the EU–Netherlands Global Gateway Action, to extract decision-relevant insights rather than restating prior findings. The consultant must explicitly demonstrate how this assignment complements, and does not duplicate, existing work by identifying and addressing clearly defined analytical gaps. The synthesis shall consolidate baseline conditions, identify unresolved constraints, and provide a robust analytical foundation for subsequent design, prioritisation, and implementation. At minimum, the literature review shall include a detailed and systematic assessment of the following key corridor studies, diagnostics, and frameworks (among others):

- African Union Commission: *Smart Corridor Definition and Characteristics*
- TradeMark Africa (2025): *Business process review of trade processes and actors for sea exports of fresh produce*
- TradeMark Africa (2025): *Prefeasibility study for developing a cost recovery mechanism for border posts in East Africa* (with EU support)
- TradeMark Africa (2025): *Diagnostic study on the Northern Corridor and key exports*
- TradeMark Africa (2026): *Assessment of transport and trade performance along the Northern and Central Corridors in East Africa*
- African Union Development Agency (AUDA-NEPAD) & ECDPM (2026): *Northern Corridor agrologistics for perishables: Multistakeholder consultative meeting report*
- Japan International Cooperation Agency (2022): *Status of corridor development and smart corridors in Africa (Corridor Development 2.0)*
- Byiers, B., & Bisong, A. (2025): *What would it take for a "No-Stop" border in Africa?* (ECDPM, in collaboration with TradeMark Africa)
- Mendez-Parra, M., & Calabrese, L. (2023): *One-stop border posts in East Africa: Impact on transport costs and issues for further analysis*
- UNCTAD: *Transport and transit facilitation systems: Lessons from regional transport and transit systems in Africa*

End-to-end process mapping and bottleneck analysis: The consultant shall undertake detailed end-to-end business process mapping across key corridor nodes to identify delays, duplication, and control frictions. Particular emphasis shall be placed on upstreaming processes through pre-clearance, automation, and "decide-before-arrival" principles. This analysis shall include a structured evaluation of environmental compliance data flows, identifying where data is generated, lost, duplicated, or manually recreated. The consultant shall propose corridor-wide redesigns to enable single-capture, multi-use MRV (Monitoring, Reporting, and Verification) workflows. A dedicated deep-dive shall be undertaken on high-value horticultural exports (with a special focus on avocado and flowers) from Uganda and Rwanda, examining logistics performance, cold-chain integrity, spoilage drivers, and time-to-market constraints across the full value chain.

Digital systems and interoperability assessment: A systematic assessment shall be conducted of all relevant corridor digital systems, including the SCT Centralised Platform, e-Bonds, National Single Windows, ECTS, cargo image sharing systems, Smart Gates, and TLIP. The analysis shall evaluate system maturity, interoperability, interface design, and alignment with global data standards. The objective is to define a realistic and implementable target architecture that enables seamless "No-Stop" operations. This must include embedding MRV data flows within transaction-level trade and transit records to support automated and verifiable sustainability reporting across the corridor.

Stakeholder consultations and institutional diagnostics: Targeted consultations shall be undertaken with customs administrations, border agencies, and private-sector users to validate findings and surface operational constraints.

This process shall include a detailed institutional diagnostic assessing mandates, incentive structures, coordination mechanisms, and potential resistance to data sharing. The output shall be a clearly defined and implementable orchestration model aligned with the requirements of a “No-Stop” Corridor. The consultant shall apply a structured institutional digital maturity framework covering leadership and governance, digital skills and competencies, change management readiness, inter-agency coordination, operating models, business process maturity, data governance and organisational culture.

Benchmarking, collaboration and implementation phasing: The methodology shall include benchmarking against relevant international corridor and border management initiatives, covering governance models, technology architectures, and trust frameworks.

The Consultant shall adopt a collaborative delivery approach. Coordination with the Multidisciplinary Technical, Financial and Institutional Advisor for Infrastructure Assessment, Detailed Engineering and Architectural Design, Sustainable Cost Recovery and Infrastructure Financing, Environmental, Social and Governance (ESG) Compliance, Legal and Institutional Framework Development, Traffic Modelling and Investment Readiness for the Malaba and Lwakhakha One Stop Border Posts (Kenya–Uganda Northern Corridor) consultant shall commence during inception and continue throughout diagnostics, fieldwork, design, modelling, validation and finalisation. Coordination shall not be deferred until either assignment has been completed. The Consultant shall work with the receipients and the Smart Corridor Consultant to ensure assignment interface and coordination.

Findings shall be translated into a structured sequencing framework reflecting technical dependencies, institutional readiness, and investment timing. The roadmap shall define clear readiness thresholds and trigger conditions for piloting and scaling “No-Stop” operations. The consultant shall develop sequencing logic that builds on existing regional architectures, including the Single Customs Territory, National Single Window systems, Electronic Cargo Tracking Systems, One Stop Border Posts, Trade and Logistics Information Pipeline initiatives and other relevant EAC digital trade and transport programmes.

Representative flows and use cases: The consultant shall assess the operational and digital integration of the Port of Mombasa, Standard Gauge Railway (SGR), road transport systems, Inland Container Depots (ICDs), border posts and relevant inland waterway connections to identify bottlenecks affecting multimodal cargo movement. Particular attention shall be given to cargo evacuation delays from the Port of Mombasa to ICDs such as Nairobi and Naivasha, inefficient transfers between SGR and road transport, repeated documentation requirements, weak coordination between port, railway, customs and logistics systems, and limited end-to-end cargo visibility. This approach of targeting critical nodes will be followed the end of Northern Corridor in Rwanda. The assessment shall develop a Multimodal Interoperability Framework covering integrated cargo scheduling, real-time information exchange, electronic transfer of customs control, end-to-end cargo visibility and tracking, seamless port-to-ICD evacuation processes, and a performance measurement framework incorporating cargo evacuation times, transit times, transfer times, dwell times and corridor efficiency indicators. To ensure operational grounding and scalability, the methodology shall be applied to a comprehensive set of representative flows and "No-Stop" scenarios, including:

- **Maritime importation via Mombasa (domestic and regional):** Analysis of containerised and bulk cargo flows through the Port of Mombasa and Inland Container Depots, with emphasis on system integration with national customs platforms.
- **Multimodal transit cargo to Uganda and Rwanda:** Assessment of flows under SCT, ECTS, and e-Bond arrangements, including data handovers at rail–road interfaces and border transshipment points.
- **Green freight and low-carbon transit scenarios:** Evaluation of flows where modal shift, fuel efficiency, and reduced dwell times can be translated into digitally verifiable emissions reductions.
- **High-value, SPS-regulated agricultural exports:** Comprehensive analysis of the high-value horticultural exports (with a special focus on avocado and flowers) value chain, including inland consolidation, cold-chain integrity, and coordinated e-certification.
- **Trusted operator and facilitated fast-lane scenarios:** Assessment of Authorised Economic Operator (AEO) flows enabled by pre-arrival data, e-payments, and automated clearance technologies.
- **Consolidated MSME and small-scale trader flows:** Analysis of aggregated consignments through logistics hubs, identifying opportunities for simplified procedures and "No-Stop" facilitation for smaller traders.

The Smart Corridor Diagnosis Consultant shall work closely with the advisory consultant, leverage relevant findings and emerging outputs as they become available, and avoid duplication of effort, while retaining full responsibility for the quality, completeness and delivery of all services and outputs under this assignment._Appropriate introductions will be made. Where applicable the consultant shall adopt common definitions, measurement periods and baseline values agreed with the recipients and the Smart Corridor Consultant.

Digital architecture and interoperability standards: The Digital Target Architecture shall be defined in actionable technical detail. At a minimum, the consultant shall produce:

- **System artefacts:** logical architecture diagrams, interface catalogues (including data objects and standards such as WCO and UN/CEFACT), and end-to-end data-flow diagrams for import, transit, and export processes.
- **Governance and security framework:** A comprehensive data governance model defining ownership, access rights, and control structures, alongside cybersecurity mappings appropriate to critical trade infrastructure.
- **Contingency protocols:** Explicit documentation of data access limitations, application of validated proxy methodologies, and quantification of resulting analytical confidence gaps.
- **MRV integration:** Structured incorporation of MRV parameters, including emissions proxies, fuel consumption, and time-motion metrics, linked to cargo, conveyance, and transaction

identifiers within corridor systems. Quantified horticultural exports (with a special focus on avocado and flowers) value-chain diagnostic: The value-chain assessment shall be quantitatively rigorous and evidence-based, moving beyond qualitative narrative to support targeted investment and operational decisions. The analysis shall include:

- Time–temperature exposure across all logistics nodes
- Inspection-related dwell times
- Comparative analysis of document-related versus physical handling delays

These findings must directly inform the design and implementation of at least one "No-Stop" pilot scenario for SPS-regulated agricultural exports, ensuring that the diagnostic translates into actionable improvements in cold-chain performance and time-to-market efficiency.

6. KEY DELIVERABLES, BUDGET & TIMELINES

The expected budget range for this assignment is between $230,000 and $250,000 inclusive of all applicable taxes. The assignment shall be executed over a pragmatic duration of **six (6) months**. This timeline is structured to move beyond descriptive analysis by front-loading the synthesis of a definitive baseline, ensuring that field diagnostics are targeted toward filling identified analytical gaps in the intelligence-led model.

6.1 Phasing, deliverables, and milestones

Month 1 – Inception, Baseline Synthesis, and Ecosystem Mapping

- **Inception Report:** Refined methodology, detailed workplan, and stakeholder engagement schedule.
- **Ecosystem Map:** Visual representation of corridor physical nodes, institutional actors, and existing data flows.

Month 2 – Digital Systems Audit and Interoperability Assessment

- **Digital Systems and Interoperability Report:** Comprehensive inventory and maturity assessment of key systems, including SCT 3.0, e-Bonds, ECTS 2.0, Cargo Image Sharing, National Single Windows, and TLIP.
- **Smart Corridor Baseline:** Definitive audit of current operational and digital conditions, establishing the benchmark for future interventions.
- **Technical Gap Analysis:** Mapping of system interfaces against global standards (WCO, UN/CEFACT, UNCITRAL MLETR) and assessment of cybersecurity and resilience readiness.

Month 2 to 3: Field Diagnostics and Multi-Country Process Mapping

- **Node-level Operational Assessments:** On-site diagnostics at the Port of Mombasa, Inland Container Depots (Nairobi and Naivasha), and One-Stop Border Posts (Malaba, Busia, Katuna).
- **End-to-end horticultural exports (with a special focus on avocado and flowers) Diagnostic:** Detailed value-chain analysis identifying spoilage drivers, cold-chain gaps, and time-to-market constraints for exports from Uganda and Rwanda.

- **Benchmarking Matrix:** Comparative assessment against at least two international smart corridor models.

Month 4: Strategy Design, Business Process Re-engineering (BPR), and Architecture Framework

- **Target Operating Model:** Development of a Target Operating Model (TOM) and Intelligence-led target architecture designed to address constraints in physical infrastructure capacity to form part of the Smart corridor and Border policy Framework.
- **BPR Proposals:** Detailed re-engineering of processes to enable "decide-before-arrival" and operationalise "No-Stop" border modalities.
- **Legal and Regulatory Roadmap:** Identification of prerequisites for electronic document recognition and mutual administrative assistance.
- **Cross-Border Digital Governance Brief:** Development and validation of a brief synthesising lessons learned, regional considerations, and best practices to inform policy, capacity building, and knowledge dissemination.
- **Smart Corridor Framework:** Formulation of a corridor-wide Smart Corridor and Border Policy Framework to guide the implementation of smart gates, image-sharing solutions, RECTS, e-Bonds, AEO profiles, and associated technologies.
- **Smart Corridor Sustainability and Governance Framework:** A comprehensive framework defining governance structures, ownership responsibilities, institutional hosting arrangements, operation and maintenance models, financing mechanisms, lifecycle management requirements, long-term capacity development priorities and sustainability measures necessary to ensure the continued operation, scalability and resilience of the Smart Corridor ecosystem.

Month 5 - 6: Stakeholder Validation, Finalisation, and Handover

- **Validation and Consultation Report:** Documentation of stakeholder feedback from key informant interviews and Technical Working Group engagements at national and regional levels.
- **Regional Validation Workshops:** At least two regional consultations with EAC Partner States at critical milestones.
- **Final Comprehensive Report:** Consolidated output including prioritised investment sequencing, readiness triggers, and final presentation.
- **Cross-Border Digital Governance Brief (finalised)**
- **Communication Materials:** Outputs tailored for public dissemination.

6.2 Key Considerations

- **Pragmatism:** The six-month duration supports extensive field diagnostics and multi-country consultations required for this assignment.
- **Innovation-led delivery:** The framework prioritises "decide-before-arrival" logic, ensuring that digital innovation offsets the constraints of physical infrastructure expansion.
- **Integrated risk-based facilitation:** Security, revenue assurance, and SPS risks are embedded within diagnostic and architectural design phases, rather than treated as standalone workstreams.

- **Baseline for measurement:** The Smart Corridor Baseline serves as the reference point for evaluating the impact of subsequent investments under SITA and the Global Gateway.

6.3 Roadmap Prioritisation and Gating Criteria

The implementation roadmap shall be governed by strict readiness conditions to ensure technical and institutional feasibility:

- Gating requirements: Each proposed intervention, whether a quick win or long-term reform, must specify prerequisites, including legal validity of electronic documents, interoperability readiness, institutional approvals, and minimum data quality standards.
- **Quality threshold:** Outputs that merely restate existing studies without original synthesis or analytical depth shall be deemed non-compliant with the Terms of Reference.

7. QUALIFICATIONS AND EXPERIENCE

7.1 Firm Qualifications

The consulting firm must demonstrate a strong track record in digital trade facilitation, smart corridor architecture, and customs modernisation. Minimum requirements include:

- **Regional experience:** At least three comparable assignments in Sub-Saharan Africa within the past seven years, involving multi-country corridor or border management initiatives.
- **Thematic expertise:** Minimum of ten years' experience in trade facilitation systems such as SCT frameworks, ECTS, e-Bonds, Cargo Image Analysis, and National Single Window integration.
- **Sectoral depth:** Proven capability in perishables logistics, cold-chain diagnostics, and spoilage mitigation.
- **Digital architecture capability:** Experience designing architectures incorporating "decide-before-arrival", AI-enabled risk profiling, and distributed ledger technologies.
- **Institutional governance:** Demonstrated expertise in political economy analysis and cross-border institutional coordination.
- **Green trade and MRV:** Experience integrating sustainability and emissions data into trade and logistics systems.
- **Regional familiarity:** Experience in Africa and, preferably, within the EAC context.

7.2 Key Experts

A multidisciplinary team is required, with strong digital literacy and the ability to translate technical diagnostics into policy-ready and investment-sequenced outputs.

1. Team Leader

Provide overall technical leadership and strategic direction for the assignment. Lead the diagnostic methodology, coordinate and integrate all technical workstreams, manage stakeholder engagement and validation processes, and oversee the development of the Smart Corridor Framework, Target Operating Model (TOM), and implementation roadmap.

Minimum Qualifications

- Advanced degree in International Trade, Economics, Law, Regional Integration, Public Policy, or a related field.
- Minimum twelve (12) years' experience in trade facilitation, regional integration, customs reform or corridor performance.
- Demonstrated experience leading at least two (2) multi-country corridor diagnostics or comparable regional trade facilitation assignments.
- Demonstrated knowledge of the AfCFTA, EAC integration frameworks, and the WTO Trade Facilitation Agreement.

2. Trade Facilitation Expert

Lead the assessment and redesign of trade processes, customs operations, transit regimes, border management procedures and Business Process Re-engineering (BPR) required to support the transition to risk-based and "No-Stop" Border operations.

Minimum Qualifications

- Advanced or Bachelor's degree in Trade, Customs, Transport, Logistics or a related discipline. Professional certification will be an added advantage.
- Minimum ten (10) years' experience in customs operations, transit management, risk-based controls and Business Process Re-engineering for automated border systems.
- Demonstrated experience in regional trade facilitation, customs modernisation and cross-border corridor programmes.

3. Digital Enterprise Architect

Lead the assessment and design of the Smart Corridor enterprise architecture, including digital systems, interoperability, enterprise integration, data governance, cybersecurity, API architecture, digital standards and the target digital architecture required to support seamless cross-border trade.

Minimum Qualifications

- Master's degree in Information Systems, Computer Science, Enterprise Architecture, Information Technology, Cybersecurity or a related discipline.
- Minimum ten (10) years' experience in enterprise architecture, systems design and digital transformation.
- Demonstrated experience in interoperability frameworks, API architecture, digital trade platforms, data governance and cybersecurity.
- Working familiarity with the WCO Data Model and/or UN/CEFACT standards. Experience with fintech or digital payment integration will be an added advantage.

4. Transport & Logistics Expert

Lead the assessment of multimodal transport operations, logistics systems, corridor infrastructure, ports, Inland Container Depots (ICDs), rail-road interfaces, border posts, Smart Gates and operational readiness required for Smart Corridor implementation.

Minimum Qualifications

- Advanced degree in Transport Engineering, Logistics, Supply Chain Management, Civil Engineering, Infrastructure Planning or a related discipline.
- Minimum ten (10) years' experience in multimodal transport, freight logistics, corridor development, transport infrastructure or intelligent transport systems.
- Demonstrated experience in regional transport corridors, trade logistics and infrastructure planning.

5. Institutional & Policy Expert

Lead institutional diagnostics, governance assessments, legal and regulatory reviews, policy harmonisation, political economy analysis, cross-border data governance and institutional coordination required to support implementation of the Smart Corridor.

Minimum Qualifications

- Advanced degree in Law, Public Policy, Governance, International Relations or a related discipline (LLM preferred).
- Minimum ten (10) years' experience in trade law, regulatory harmonisation, institutional reform and regional integration.
- Demonstrated expertise in electronic document recognition, mutual administrative assistance frameworks and cross-border institutional coordination.

6. Agrologistics & Green Trade Expert

Lead the assessment of horticultural value chains, SPS systems, cold-chain logistics, environmental compliance, green trade readiness and Monitoring, Reporting and Verification (MRV) requirements, ensuring sustainability considerations are integrated into the Smart Corridor design.

Minimum Qualifications

- Advanced degree in Agriculture, Food Systems, Agrologistics, Supply Chain Management, Environmental Economics, Climate Studies or a related discipline.
- Minimum ten (10) years' experience in perishables logistics, SPS certification, cold-chain systems, green trade or sustainable logistics.

- Demonstrated experience with CBAM, EUDR, MRV frameworks and e-Phyto systems will be an added advantage.

7. Research & M&EL Expert

Lead the design of the diagnostic methodology, research framework and data collection instruments; oversee evidence generation, quality assurance, stakeholder consultation processes, data analysis and synthesis of findings; and support monitoring, evaluation, accountability and learning throughout the assignment.

Minimum Qualifications

- Advanced or bachelor's degree in Monitoring and Evaluation, Statistics, Economics, Social Research, Development Studies or a related discipline.
- Minimum ten (10) years' experience in research design, large-scale diagnostics, baseline assessments, programme evaluations or applied policy research.
- Demonstrated expertise in developing research instruments, mixed-methods studies, quality assurance frameworks and evidence synthesis to inform policy and investment decisions.

7.3 Level of Effort (LoE)

Bidders shall propose a realistic distribution of effort consistent with the proposed work plan, deployment schedule and the need for concurrent field diagnostics across Kenya, Uganda, and Rwanda. The proposed team structure must clearly demonstrate how innovation-led solutions are prioritised over traditional infrastructure-heavy approaches.

8. REPORTING AND COORDINATION ARRANGEMENTS

8.1 Accountability and Strategic Alignment

The consultant shall report to the Digital Trade Systems Portfolio at TradeMark Africa, with close coordination with teams implementing the SITA and GRID programmes to ensure alignment and implementation readiness.

8.2 Governance Structure

- **Steering Committee:** Senior representatives from public authorities (with special focus on customs), NCTTCA, and the EAC Secretariat, providing strategic oversight and political buy-in.
- **Technical Working Groups (TWGs):** Structured forums to validate outputs across BPR, ICT/interoperability, legal frameworks, SPS risk management, green trade/MRV, and private sector engagement.

8.3 Validation and Change Management

- **Milestone validation workshops:** Conducted at key stages (Inception, Diagnostics, Framework Design) to secure institutional ownership and resolve competing mandates.

- **Change management strategy:** Final report shall include a structured approach to institutional adoption, including transition from physical controls to data-driven enforcement.
- **Documentation of decisions:** All Steering Committee and TWG meetings shall be formally recorded, with clear assignment of responsibilities within the implementation roadmap.

8.4 Communication Protocols

The consultant shall provide fortnightly progress updates to TMA, highlighting risks, data constraints, and technical dependencies. All outputs shall be in British English, with a clear, technical, and implementation-focused style, free from superfluous language and oriented towards decision-making.

9. OTHER CONSIDERATIONS

The assignment is strictly subject to TradeMark Africa's (TMA) standard confidentiality, ethical, and intellectual property protocols. All primary data, diagnostic tools, draft frameworks, and final outputs produced under this consultancy shall vest exclusively in the Client. The Consultant must ensure full compliance with all applicable procurement regulations and contractual requirements, maintaining the highest standards of professional integrity throughout the four-month engagement.

9.1 Roadmap prioritisation and sequencing logic

A core requirement of this assignment is the translation of diagnostic findings into a pragmatically sequenced intervention plan. Given the reality that cargo volumes are growing at a rate that outstrips physical infrastructure capacity, the prioritisation of recommendations shall be guided by their impact on transit efficiency, technical feasibility, and institutional readiness. The roadmap shall be categorised into the following chronological tiers:

- **Quick Wins (Months 1–6 post-assignment):** High-impact, low-complexity interventions such as the harmonisation of pre-arrival data requirements, the establishment of joint risk-management rules, and the deployment of targeted gate automation.
- **Medium-Term Investments (Year 1–2):** Substantive technical integrations, including the expansion of Non-Intrusive Inspection (NII) data sharing, the operationalisation of digital transit bonds, and the deep integration of payment and settlement interfaces.
- **Long-Term Strategic Reforms (Year 3+):** Comprehensive regulatory harmonisation, the full legal recognition of cross-border electronic documents, and the scaling of "“No-Stop”" operations for eligible trusted traders across the Northern Corridor.

PART II

Section 6. Conditions of Contract and Contract Forms

Notes

1. Part II includes two types of standard Contract forms for Consulting Services (a Time-Based Contract and a Lump-Sum Contract).

2. **Time-Based Contract**. This type of contract is appropriate when it is difficult to define or fix the scope and the duration of the services, either because they are related to activities carried out by others for which the completion period may vary, or because the input of the consultants required for attaining the objectives of the assignment is difficult to assess. An example could be supervision of works. In time-based contracts, the Consultant provides services on a timed basis according to quality specifications, and Consultant's remuneration is determined on the basis of the time actually spent by the Consultant in carrying out the Services and is based on (i) agreed upon unit rates for the Consultant's experts multiplied by the actual time spent by the experts in executing the assignment, and (ii) reimbursable expenses using actual expenses and/or agreed unit prices. This type of contract requires the Client to closely supervise the Consultant and to be involved in the daily execution of the assignment.

3. **Lump-Sum Contract.** This type of contract is used mainly for assignments in which the scope and the duration of the Services and the required output of the Consultant are clearly defined. Payments are linked to outputs (deliverables) such as reports, architectural designs, or software programs. Lump-sum contracts are easier to administer because they operate on the principle of a fixed price for a fixed scope, and payments are due on clearly specified outputs and milestones. Nevertheless, quality control of the Consultant's outputs by the Client is paramount.

4. The templates are designed for use in assignments with consulting firms and shall not be used for contracting of individual experts. Based on the kind of consulting services, the Client shall select the most appropriate type of contract to use. In some cases, the two types of contracts may be used at once; for example, in design and construction supervision assignments, the lumpsum type of contract is signed for the design stage and the time based contract for the construction supervision stage with the same consultant, both of which are signed at the same time.

6.1 Lump-Sum Form of Contract

S T A N D A R D F O R M O F C O N T R A C T

Consultant's Services

LUMP-SUM

TABLE OF CONTENTS

CONTRACT FOR CONSULTANT'S SERVICES

Lumpsum

Contract No.: PRQ20260072

Assignment Title: Diagnostic Assessment for the Establishment of a Smart Corridor and Pathway Toward No-Stop Borders

between

TradeMark Africa

and

To be completed at contract award

Dated: To be completed at contract award

I. Form of Contract

LUMP-SUM

(Text in brackets [ ] is optional; all notes should be deleted in the final text)

This CONTRACT (hereinafter called the "Contract") is made the *[number]* day of the month of *[month]*, *[year]*, between, TradeMark Africa on the one hand, *[name of Client]* (hereinafter called the "Client") and, on the other hand, *[name of Consultant]* (hereinafter called the "Consultant").

[If the Consultant consist of more than one entity, the above should be partially amended to read as follows: "…(hereinafter called the "Client") and, on the other hand, a Joint Venture (name of the JV) consisting of the following entities, each member of which will be jointly and severally liable to the Client for all the Consultant's obligations under this Contract, namely, *[name of member]* and *[name of member]* (hereinafter called the "Consultant").]

WHEREAS

(a) the Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the "Services");

(b) the Consultant, having represented to the Client that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;

(c) the Client has received financing from TMA toward the cost of the Services and intends to apply a portion of the proceeds to eligible payments under this Contract.

NOW THEREFORE the parties hereto hereby agree as follows:

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

   (a) The General Conditions of Contract (including Attachment 1 "Fraud and Corruption");
   (b) The Special Conditions of Contract;
   (c) Appendices:

   Appendix A: Terms of Reference
   Appendix B: Key Experts
   Appendix C: Breakdown of Contract Price
   Appendix D: Form of Advance Payments Guarantee
   Appendix E: Code of Conduct for Experts
   Appendix F: Sexual exploitation and Abuse (SEA) and/or Sexual Harassment (SH) Performance Declaration

In the event of any inconsistency between the documents, the following order of precedence shall prevail: the Special Conditions of Contract; the General Conditions of Contract; Appendix A; Appendix B; Appendix C; Appendix D; Appendix E; and Appendix F. Any reference to this Contract shall include, where the context permits, a reference to its Appendices.

2. The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract, in particular:

(a) the Consultant shall carry out 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 signed in their respective names as of the day and year first above written.

For and on behalf of *[Name of Client]*

____

[Authorized Representative of the Client – name, title and signature]

For and on behalf of *[Name of Consultant or Name of a Joint Venture]*

____

[Authorized Representative of the Consultant – name and signature]

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

For and on behalf of each of the members of the Consultant *[insert the Name of the Joint Venture]*

[Name of the lead member]

____

[Authorized 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 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.

(b) **"Client"** means the implementing agency that signs the Contract for the Services with the Selected Consultant.

(c) **Client's Personnel"** refers to the staff, labor and other employees (if any) of the Client engaged in fulfilling the Client's obligations under the Contract; and any other personnel identified as Client's Personnel, by a notice from the Client to the Consultant.

(d) **"Consultant"** means a legally established professional consulting firm or entity selected by the Client to provide the Services under the signed Contract.

(e) **"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).

(f) **"Day"** means a working day unless indicated otherwise.

(g) **"Effective Date"** means the date on which this Contract comes into force and effect pursuant to Clause GCC 11.

(h) **"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.

(i) **"Foreign Currency"** means any currency other than the currency of the Client's country.

(j) **"GCC"** means these General Conditions of Contract.

(k) **"Government"** means the government of the Client's country.

(l) **"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.

(m) **"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.

(n) **"Local Currency"** means the currency of the Client's country.

(o) **"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.

(p) **"Party"** means the Client or the Consultant, as the case may be, and "Parties" means both of them.

(q) **"SCC"** means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.

(r) **"Services"** means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.

(s) **"Sexual Exploitation and Abuse" "(SEA)"** means the following:

Sexual Exploitation is defined as 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.

Sexual Abuse is defined as the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions.

(t) **"Sexual Harassment" "(SH)"** is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature by the Experts with other Experts or Client's Personnel.

(u) **"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.

(v) **"TMA"** means the TradeMark Africa

(w) **"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 Client'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. Fraud and Corruption

10.1. TMA requires compliance with its Supplier Code of Conduct.

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 TMA.

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 fulfil 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 49 & 50.

18. Suspension

18.1. The Client may, by written notice of suspension to the Consultant, suspend part or 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 50.1;

(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 Fraud and Corruption 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 50.1.

(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 to cooperate and assist in any inspection or investigation, 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. As required in the **SCC**, the Consultant shall take additional measures to manage cyber security risks related to the Contract. 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. Submission by the Consultant for the Client's approval, for addition of any Sub-consultant not named in the Contract, shall also include the Sub-consultant's declaration in accordance with Appendix F- Sexual exploitation and Abuse (SEA) and/or Sexual Harassment (SH) Performance Declaration. 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 Borrower'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 Borrower'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 Interest

21.1. The Consultant shall hold the Client's interests 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 43 through 47) 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 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.

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 agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and personnel, to permit, TMA and/or persons appointed by TMA to inspect the site and/or the accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have such accounts, records and other documents audited by auditors appointed by TMA. Acts intended to materially impede the exercise of TMA inspection and audit rights constitute a prohibited practice subject to contract termination.

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.

29. Code of Conduct

29.1. The Consultant shall have a Code of Conduct for the Experts.

Consultant shall take all necessary measures to ensure that each Expert is made aware of the Code of Conduct including specific behaviors that are prohibited and understands the consequences of engaging in such prohibited behaviors.

These measures include providing instructions and documentation that can be understood by the Expert and seeking to obtain that person's signature acknowledging receipt of such instructions and/or documentation, as appropriate.

The Consultant shall also ensure that the Code of Conduct is visibly displayed in locations where the Services are provided. The posted Code of Conduct shall be provided in languages comprehensible to the Experts and the Client's Personnel.

30. Forced Labor

30.1. The Consultant, including its Subconsultants, shall not employ or engage forced labor. Forced labor consists of any work or service, not voluntarily performed, that is exacted from an individual under threat of force or penalty, and includes any kind of involuntary or compulsory labor, such as indentured labor, bonded labor or similar labor-contracting arrangements.

No persons shall be employed or engaged who have been subject to trafficking. Trafficking in persons is defined as the recruitment, transportation, transfer, harboring or receipt of persons by means of the threat or use of force or other forms of coercion, abduction, fraud, deception, abuse of power, or of a position of vulnerability, or of the giving or receiving of payments or benefits to achieve the consent of a person having control over another person, for the purposes of exploitation.

31. Child Labor

31.1. The Consultant, including its Subconsultants, shall not employ or engage a child under the age of 14 unless the national law specifies a higher age (the minimum age).

The Consultant, including its Subconsultants, shall not employ or engage a child between the minimum age and the age of 18 in a manner that is likely to be hazardous, or to interfere with, the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development.

The Consultant, including its Subconsultants, shall only employ or engage children between the minimum age and the age of 18 after an appropriate risk assessment has been conducted by the Consultant with the Client's consent. The Consultant shall be subject to regular monitoring by the Client that includes monitoring of health, working conditions and hours of work.

Work considered hazardous for children is work that, by its nature or the circumstances in which it is carried out, is likely to jeopardize the health, safety, or morals of children. Such work activities prohibited for children include work:

(a) with exposure to physical, psychological or sexual abuse;

(b) underground, underwater, working at heights or in confined spaces;

(c) with dangerous machinery, equipment or tools, or involving handling or transport of heavy loads;

(d) in unhealthy environments exposing children to hazardous substances, agents, or processes, or to temperatures, noise or vibration damaging to health; or

(e) under difficult conditions such as work for long hours, during the night or in confinement on the premises of the employer.

32. Non-Discrimination and Equal Opportunity

32.1. The Consultant shall not make decisions relating to the employment or treatment of Experts on the basis of personal characteristics unrelated to inherent job requirements. The Consultant shall base the employment of Experts on the principle of equal opportunity and fair treatment and shall not discriminate with respect to any aspects of the employment relationship, including recruitment and hiring, compensation (including wages and benefits), working conditions and terms of employment, access to training, job assignment, promotion, termination of employment or retirement, and disciplinary practices.

Special measures of protection or assistance to remedy past discrimination or selection for a particular job based on the inherent requirements of the job shall not be deemed discrimination. The Consultant shall provide protection and assistance as necessary to ensure non-discrimination and equal opportunity, including for specific groups such as women, people with disabilities, migrant workers and children (of working age in accordance with Clause GCC 31).

33. Training of Experts

33.1. The Consultant shall provide appropriate sensitization to the Experts on social aspects of the Contract, including on prohibition of SEA and SH.

The Consultant shall provide training on SEA and SH, including its prevention, to any of its Experts who has a role to supervise other Experts.

D. Consultant's Experts and Sub-Consultants

34. Description of Key Experts

34.1. 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.**

35. Replacement of Key Experts

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

35.2. 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.

36. Removal of Experts or Sub-consultants

36.1. If the Client finds that any of the Experts or Sub-consultant:

(a) persists in any misconduct or lack of care;

(b) carries out duties incompetently or negligently;

(c) fails to comply with any provision of the Contract;

(d) based on reasonable evidence, is determined to have engaged in Fraud and Corruption during the execution of the Works; or

(e) undertakes behaviour which breaches the Code of Conduct;

the Consultant shall, at the Client's written request, provide a replacement.

36.2. 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.

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

36.4. Subject to the requirements in Sub-Clause 36.3, and notwithstanding any requirement from the Client to request a replacement, the Consultant shall take immediate action as appropriate in response to any violation of (a) through (e) above. Such immediate action shall include removing (or causing to be removed) from carrying out the Services, any Expert who engages in (a) to (e) above.

36.5. 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

37. Assistance and Exemptions

37.1. 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.

(d) 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.

(e) 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.

(f) 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.

(g) Provide to the Consultant any such other assistance as may be specified in the **SCC**.

38. Access to Project Site

38.1. 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.

39. Change in the Applicable Law Related to Taxes and Duties

39.1. 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 39.1

40. Services, Facilities and Property of the Client

40.1. 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 (**Appendix A)** at the times and in the manner specified in said **Appendix A.**

41. Counterpart Personnel

41.1. 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 **Appendix A**.

41.2. 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.

42. Payment Obligation

42.1. 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 **Appendix A** and in such manner as is provided by GCC F below.

F. PAYMENTS TO THE CONSULTANT

43. Contract Price

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

43.2. Any change to the Contract price specified in Clause GCC 43.1 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**.

44. Taxes and Duties

44.1. 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**.

44.2. 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.

45. Currency of Payment

45.1. Any payment under this Contract shall be made in the currency (ies) of the Contract.

46. Mode of Billing and Payment

46.1. The total payments under this Contract shall not exceed the Contract price set forth in Clause GCC 43.1.

46.2. The payments under this Contract shall be made in lump-sum instalments against deliverables specified in **Appendix A**. The payments will be made according to the payment schedule stated in the **SCC**.

46.2.1 *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.

46.2.2 *The Lump-Sum Installment Payments.* The Client shall pay the Consultant within sixty (60) 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 sixty (60) days period. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.

46.2.3 *The Final Payment*. The final payment under this Clause shall be made only after the final report 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 ninety (90) calendar days after receipt of the final report by the Client unless the Client, within such ninety (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.

46.2.4 All payments under this Contract shall be made to the accounts of the Consultant specified in the **SCC**.

46.2.5 With the exception of the final payment under 46.2.3 above, payments do not constitute acceptance of the whole Services nor relieve the Consultant of any obligations hereunder.

47. Interest on Delayed Payments

47.1. If the Client had delayed payments beyond fifteen (15) days after the due date stated in Clause GCC 46.2.2, 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

48. Good Faith

48.1. 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

49. Amicable Settlement

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

49.2. 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 50.1 shall apply.

50. Dispute Resolution

50.1. 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 Conditions of Contract

[Notes in brackets are for guidance purposes only and should be deleted in the final text of the signed contract]

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(a) Applicable Law	**The Contract shall be construed in accordance with the law of** Kenya.
4.1 Language	**The language is: English**
6.1 and 6.2 Communications	**The addresses are** *[fill in at negotiations with the selected firm]*: Attention: Mr. Joe Namwaya, Head of Procurement Fidelity Insurance Centre, 2nd Floor Off-Waiyaki Way, P.O Box 313-00606 Nairobi Kenya, www.trademarkafrica.com Consultant: For the attention of: Fax: Email (where permitted): Consultant : Attention : Telephone: E-mail:
8.1 Authority of Member in Charge	*[If the Consultant consists only of one entity, state "Not Applicable";* *OR* *If the Consultant is a Joint Venture consisting of more than one entity, the name of the JV member whose address is specified in Clause SCC6.1 should be inserted here.]* **The Lead Member on behalf of the JV is** ___ *[insert name of the member]*
9.1 Authorized Representatives	**The Authorized Representatives are:** **For the Client:** Joe Namwaya, Head of Procurement **For the Consultant:** To be completed during contracting.

11.Effectiveness of Contract	*[Note: If there are no effectiveness conditions, state "Not Applicable"]* *OR* **The effectiveness conditions are the following**: *[insert "Not Applicable" or list the conditions]*
12.1 Termination of Contract for Failure to Become Effective	**Termination of Contract for Failure to Become Effective:** **The time period shall be ________** *[insert time period, e.g.: four months]*.
13.1 Commencement of Services	**Commencement of Services:** **The number of days shall be_________________** *[e.g.: ten]*. Confirmation of Key Experts' availability to start the Assignment shall be submitted to the Client in writing as a written statement signed by each Key Expert.
14.1 Expiration of Contract	**Expiration of Contract:** **The time period shall be ______** *[insert time period, e.g.: twelve months]*.
20.1 Standard of Performance	The Consultant, including its Sub-consultants, suppliers, service providers shall take all technical and organizational measures necessary to protect the information technology systems and data used in connection with the Contract. Without limiting the foregoing, the Consultant, including its Sub-consultants, suppliers, service providers, shall use all reasonable efforts to establish, maintain, implement and comply with, reasonable information technology, information security, cyber security and data protection controls, policies and procedures, including oversight, access controls, encryption, technological and physical safeguards and business continuity/disaster recovery and security plans that are designed to protect against and prevent breach, destruction, loss, unauthorized distribution, use, access, disablement, misappropriation or modification, or other compromise or misuse of or relating to any information technology system or data used in connection with the Contract.
21 b. Consultant and Affiliates Not to Engage in Certain Activities	**The Client reserves the right to determine on a case-by-case basis whether the Consultant should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GCC 21.1.3** Yes______ No _____

23.1 Liability of the Consultant	**No additional provisions.** *[OR* The following limitation of the Consultant's Liability towards the Client can be subject to the Contract's negotiations: "Limitation of the Consultant's Liability towards the Client: (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: (i) for any indirect or consequential loss or damage; and (ii) for any direct loss or damage that exceeds [insert a multiplier, e.g.: one, two, three] times the total value of the Contract; (b) This limitation of liability shall not (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; (ii) be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the *[insert "*Applicable Law*", if it is the law of the Client's country, or insert "*applicable law in the Client's country*", if the Applicable Law stated in Clause SCC1.1 (b) is different from the law of the Client's country].*
24.1 Insurance to be taken out by the Consultant	**The insurance coverage against the risks shall be as follows:** *[Delete what is not applicable except (a)].* **(a) Professional liability insurance, with a minimum coverage of** ________________________ *[insert amount and currency which should be not less than the total ceiling amount of the Contract]*; (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 *[insert amount and currency or state "in accordance with the applicable law in the Client's country"]*; (c) Third Party liability insurance, with a minimum coverage of *[insert amount and currency or state "in accordance with the applicable law in the Client's country"]*;

	(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 (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 Proprietary Rights of the Client in Reports and Records	*[If applicable, insert any exceptions to proprietary rights provision ________________________]*
27.2 Proprietary Rights of the Client in Reports and Records	*[If there is to be no restriction on the future use of these documents by either Party, this Clause SCC 27.2 should be deleted. If the Parties wish to restrict such use, any of the following options, or any other option agreed to by the Parties, could be used:* [**The Consultant shall not use these** *[insert what applies……. **documents and software ………]*** **for purposes unrelated to this Contract without the prior written approval of the Client**.] *[OR]* [**The Client shall not use these** *[insert what applies…**documents and software………..]*** **for purposes unrelated to this Contract without the prior written approval of the Consultant.]** *[OR]* **[Neither Party shall use these** *[insert what applies…**documents and software……]*** **for purposes unrelated to this Contract without the prior written approval of the other Party.]**
37.1 (a) through (f) Assistance and Exemptions	*[List here any changes or additions to Clause GCC 37.1. If there are no such changes or additions, delete this Clause SCC 37.1.]*

37.1(g) Assistance and Exemptions	*[List here any other assistance to be provided by the Client. If there is no such other assistance, delete this Clause SCC 37.1(g).]*
43.1 Contract Price	**The Contract price is: ____________________** *[insert amount and currency for each currency as applicable] [indicate:* **inclusive** *or* **exclusive***]* **of local indirect taxes.** **Any indirect local taxes chargeable in respect of this Contract for the Services provided by the Consultant shall** *[insert as appropriate: "***be paid***" or "***reimbursed***"]* **by the Client** *[insert as appropriate:* **"for" or "to"***]* **the Consultant.** **The amount of such taxes is ____________________ [insert the amount as finalized at the Contract's negotiations on the basis of the estimates provided by the Consultant in Form FIN-2 of the Consultant's Financial Proposal.** Where applicable, direct taxes, e.g., withholding tax, shall be deemed to be included in the bidder's quoted fees and prices. Accordingly, bidders shall not present withholding tax or any other direct tax as a separate line item. Where applicable, TMA will withhold tax at the statutory rate and remit the same to the relevant tax authority in accordance with local law. Any such withholding shall be deducted from the quoted fee, and the bidder shall not be entitled to any additional payment, gross-up, or reimbursement in respect of such taxes.
44.1 and 44.2 Taxes and Duties	**The Client warrants that** *[choose one applicable option consistent with the ITC 16.3 and the outcome of the Contract's negotiations (Form FIN-2, part B "Indirect Local Tax – Estimates"):* *If ITC16.3 indicates a tax exemption status, include the following:* "**the Consultant, the Sub-consultants and the Experts shall be exempt from**" *OR* *If ITC16.3 does not indicate the exemption and, depending on whether the Client shall pay the withholding tax or the Consultant has to pay, include the following:* "**the Client shall pay on behalf of the Consultant, the Sub-consultants and the Experts,**" *OR "***the Client shall reimburse the Consultant, the Sub-consultants and the Experts***"]* **any indirect taxes, duties, fees, levies and other impositions imposed, under the applicable law in the Client's country, on the Consultant, the Sub-consultants and the Experts in respect of:**

	(a) any payments whatsoever made to the Consultant, Sub-consultants and the Experts (other than nationals or permanent residents of the Client's country), in connection with the carrying out of the Services; **(b) any equipment, materials and supplies brought into the Client's country by the Consultant or Sub-consultants for the purpose of carrying out the Services and which, after having been brought into such territories, will be subsequently withdrawn by them;** **(c) any equipment imported for the purpose of carrying out the Services and paid for out of funds provided by the Client and which is treated as property of the Client;** **(d) any property brought into the Client's country by the Consultant, any Sub-consultants or the Experts (other than nationals or permanent residents of the Client's country), or the eligible dependents of such experts for their personal use and which will subsequently be withdrawn by them upon their respective departure from the Client's country, provided that:** **(i) the Consultant, Sub-consultants and experts shall follow the usual customs procedures of the Client's country in importing property into the Client's country; and** **(ii) if the Consultant, Sub-consultants or Experts do not withdraw but dispose of any property in the Client's country upon which customs duties and taxes have been exempted, the Consultant, Sub-consultants or Experts, as the case may be, (a) shall bear such customs duties and taxes in conformity with the regulations of the Client's country, or (b) shall reimburse them to the Client if they were paid by the Client at the time the property in question was brought into the Client's country.** **Note:** The Consultant shall be solely responsible for independently assessing, determining, and confirming all taxes, duties, levies, charges, and other fiscal obligations that may be applicable to the performance of the Contract in both its country of residence and TMA's country, where different. This includes, but is not limited to, determining the applicability of withholding tax, value added tax (VAT), customs duties, income taxes, and any reliefs or benefits available under applicable legislation or Double Taxation Agreements. TMA shall not be responsible for any incorrect assumptions, omissions, or miscalculations made by the Bidder in relation to its tax obligations.
46.2 Mode of Billing and Payment	**The payment schedule:** ***[****Payment of installments shall be linked to the deliverables specified in the Terms of Reference in Appendix A****]***

	1st payment: *[insert the amount of the installment, percentage of the total Contract price, and the currency. If the first payment is an advance payment, it shall be made against the bank guarantee for the same amount as per GCC 46.2.1]* **2nd payment: _________________** **……………:___________________** **Final payment: _________________** *[Total sum of all installments shall not exceed the Contract price set up in SCC43.1.]*
46.2.1 Mode of Billing and Payment	*[The advance payment could be in either the foreign currency, or the local currency, or both; select the correct wording in the Clause here below. The advance bank payment guarantee should be in the same currency(ies)]* The following provisions shall apply to the advance payment and the advance bank payment guarantee: (1) An advance payment [of *[insert amount]* in foreign currency] [and of *[insert amount]* in local currency] shall be made within *[insert number]* days after the receipt of an advance bank payment guarantee by the Client. The advance payment will be set off by the Client in equal portions against [list the payments against which the advance is offset]. (2) The advance bank payment guarantee shall be in the amount and in the currency of the currency(ies) of the advance payment. (3) The bank guarantee will be released when the advance payment has been fully set off.
46.2.4 Mode of Billing and Payment	**The accounts are:** for foreign currency: *[insert account]*. for local currency: *[insert account]*.
47.1 Interest on Delayed Payments	**The interest rate is**: *[insert rate]*.
50.1 Dispute Resolution	**Disputes shall be settled by arbitration in accordance with the following provisions:** 1. <u>Selection of Arbitrators</u>. Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three (3) arbitrators, in accordance with the following provisions: (a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing

	agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to *[name an appropriate international professional body, e.g., the Federation Internationale des Ingenieurs-Conseil (FIDIC) of Lausanne, Switzerland]* for a list of not fewer than five (5) nominees and, on receipt of such list, the Parties shall alternately strike names therefrom, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, *[insert the name of the same professional body as above]* shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute. (b) Where 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 chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two (2) arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by *[name an appropriate international appointing authority, e.g., the Secretary General of the Permanent Court of Arbitration, The Hague; the Secretary General of the International Centre for Settlement of Investment Disputes, Washington, D.C.; the International Chamber of Commerce, Paris; etc.]*. (c) If, in a dispute subject to paragraph (b) above, one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the *[name the same appointing authority as in said paragraph (b)]* to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.
	2. Rules of Procedure. Except as otherwise stated herein, arbitration proceedings shall be conducted in accordance with the rules of procedure for arbitration of the United Nations Commission on

	International Trade Law (UNCITRAL) as in force on the date of this Contract. 3. <u>Substitute Arbitrators</u>. If for any reason an arbitrator is unable to perform his/her function, a substitute shall be appointed in the same manner as the original arbitrator. 4. <u>Nationality and Qualifications of Arbitrators</u>. The sole arbitrator or the third arbitrator appointed pursuant to paragraphs 1(a) through 1(c) above shall be an internationally recognized legal or technical expert with extensive experience in relation to the matter in dispute and shall not be a national of the Consultant's home country *[If the Consultant consists of more than one entity, add:* or of the home country of any of their members or Parties*]* or of the Clients country. For the purposes of this Clause, "home country" means any of: (a) the country of incorporation of the Consultant *[If the Consultant consists of more than one entity, add:* or of any of their members or Parties*]*; or (b) the country in which the Consultant's [or any of their members' or Parties'] principal place of business is located; or (c) the country of nationality of a majority of the Consultant's [or of any members' or Parties'] shareholders; or (d) the country of nationality of the Sub-consultants concerned, where the dispute involves a subcontract.
	5. <u>Miscellaneous</u>. In any arbitration proceeding hereunder: (a) proceedings shall, unless otherwise agreed by the Parties, be held in *[select a country which is neither the Client's country nor the Consultant's country]*; (b) the *[type of language]* language shall be the official language for all purposes; and (c) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.

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 5 (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 5 of the RFP]

………………………………………………………………………………………………

Appendix B - Key Experts

[Insert a table based on Form TECH-6 of the Consultant's Technical Proposal and finalized at the Contract's negotiations. Attach the CVs (updated and signed by the respective Key Experts) demonstrating the qualifications of Key Experts.]

…………………………………………………………………………………………………

Appendix C – Breakdown of Contract Price

[Insert the table with the unit rates to arrive at the breakdown of the lump-sum price. The table shall be based on [Form FIN-3 and FIN-4] of the Consultant's Proposal and reflect any changes agreed at the Contract negotiations, if any. The footnote shall list such changes made to [Form FIN-3 and FIN-4] at the negotiations or state that none has been made.]

APPENDIX D - FORM OF ADVANCE PAYMENTS GUARANTEE

[See Clause GCC 42.2.1 and SCC 46.2.1]

{Guarantor letterhead or SWIFT identifier code}

Bank Guarantee for Advance Payment

Guarantor: ____________________ *[insert commercial bank's Name, and Address of Issuing Branch or Office]*

Beneficiary: __________________ *[insert Name and Address of Client]*

Date: _____________*[insert date]*____

ADVANCE PAYMENT GUARANTEE No.: ___________*[insert number]*______

We have been informed that ____________ *[name of Consultant or a name of the Joint Venture, same as appears on the signed Contract]* (hereinafter called "the Consultant") has entered into Contract No. ______________ *[reference number of the contract]* dated ___*[insert date]*_________ with the Beneficiary, for the provision of ___________________ *[brief description of Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum of ___________ *[insert amount in figures]* (____________) *[amount in words]* is to be made against an advance payment guarantee.

At the request of the Consultant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of ___________ *[amount in figures]* ( ) *[amount in words]*[1] upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's ~~a~~ written statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Consultant is in breach of its obligation under the Contract because the Consultant:

(a) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Consultant has failed to repay;

(b) has used the advance payment for purposes other than toward providing the Services under the Contract.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Consultant on their account number ___________ at _________________ *[name and address of bank]*.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Consultant as indicated in certified statements or invoices marked as "paid" by the Client which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of the payment certificate or paid invoice indicating that the Consultant has made full repayment of the amount of the advance payment, or on the __ day of _*[month]*__________, *[year]*__,[2] whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 revision, ICC Publication No. 758.

____

[signature(s)]

{Note: All italicized text is for indicative purposes only to assist in preparing this form and shall be deleted from the final product.}

Appendix E - Code of Conduct for Experts

Code Of Conduct For Experts

Note to the Consultant: The minimum content of the Code of Conduct form as set out by the Client shall not be substantially modified. However, the Consultant may add requirements as appropriate, including to take into account Contract-specific issues/risks. The Consultant shall initial and submit the Code of Conduct form as part of its Proposal

We are the Consultant, [*enter name of Consultant*]. We have signed a contract with [*enter name of Client*] for [*enter description of the Services*]. Our contract requires us to implement measures to address social risks related to the Services, if any, including the risks of sexual exploitation, sexual abuse and sexual harassment.

This Code of Conduct is part of our measures to deal with social risks, if any, related to the Services. This Code of Conduct identifies the behavior that we require from all Experts.

Our workplace for carrying the Services is an environment where unsafe, offensive, abusive or violent behavior will not be tolerated and where all persons should feel comfortable raising issues or concerns without fear of retaliation.

Required Conduct

Experts shall:

1. carry out his/her duties competently and diligently;
2. comply with this Code of Conduct and all applicable laws, regulations and other requirements;
3. treat other people with respect, and not discriminate against specific groups such as women, people with disabilities, migrant workers or children;
4. 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 Experts, or Client's Personnel;
5. 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;
6. 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;
7. not engage in any form of sexual activity with individuals under the age of 18, except in case of pre-existing marriage;
8. complete training/sensitization that may be provided related to the social aspects of the Contract, including on Sexual Exploitation and Abuse (SEA), and Sexual Harassment (SH);
9. report violations of this Code of Conduct; and
10. not retaliate against any person who reports violations of this Code of Conduct, whether to us or the Client.

Raising 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 person assigned by the Consultant to handle such 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.

There will be no retaliation against any person who raises a concern in good faith about any behavior prohibited by this Code of Conduct. Such retaliation would be a violation of this Code of Conduct.

Consequences of Violating the Code of Conduct

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

For Expert:

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 the contact person(s) assigned by the Consultant*] requesting an explanation.

Name of Expert: [insert name]

Signature: ____

Date: (day month year): ____

Countersignature of authorized representative of the Consultant:

Signature: ____

Date: (day month year): ____

Appendix F - Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment (SH) Performance Declaration for Sub-consultants

[The following table shall be filled in for the Consultant, each member of a Joint Venture and each Sub-consultant proposed by the Consultant]

[The following table shall be filled in for the Consultant, each member of a Joint Venture and each subconsultant proposed by the Consultant]

Date:		*[insert day, month, year]*
Consultant Name		*[insert full name of Bidder*
Name of Joint Venture Member		*[insert full name]*
RFP Reference No.		*[insert tender reference number]*
Contract Title		*[insert contract title]*
We *[Consultant to select one of the following relevant declarations by ticking in the relevant box]:*		
	(d) have not been subject to disqualification by TMA or non-compliance with SEA/ SH obligations	
	(e) are subject to disqualification by TMA for non-compliance with SEA/ SH obligations.	
	(f) had been subject to disqualification by TMA or non-compliance with SEA/ SH obligations and were removed from the disqualification list. An arbitral award on the disqualification case has been made in our favor.	
[*If (c) above is applicable, the Bidder shall attach evidence of an arbitral award reversing the findings on the issues underlying the disqualification.]*		

APPENDIX G: NOTIFICATION OF INTENTION TO AWARD

[*This Notification of Intention to Award shall be sent to each Consultant that submitted a proposal, unless the Consultant has previously received notice of exclusion from the process at an interim stage of the consultant selection process. Send this Notification to the Consultant's Authorized Representative named in the Proposal Submission Form. The Notification must be sent to all Consultants simultaneously. This means on the same date and as close to the same time as possible.]*

Date**:** ***[****Insert the date that this Notification is transmitted to Consultants]*

Name of Consultant's Authorized Representative: *[insert Authorized Representative's name]*

Address: *[insert Authorized Representative's Address]*

Telephone number: *[insert Authorized Representative's telephone number]*

Email Address: *[insert Authorized Representative's email address]*

Notification of Intention to Award

This Notification is sent by [*email*] on [*date*] (local time)

Client: *[insert the name of the Client]*

Project: *[insert name of project]*

Country: *[insert country where tender is issued]*

RFP No: *[insert tender reference number]*

Assignment Title: *[insert the name of the contract]*

This Notification of Intention to Award (Notification) notifies you of our decision to award the above contract. The transmission of this Notification begins the Standstill Period of three (3) days. During the Standstill Period you may (a) request a debriefing in relation to the evaluation of your proposal, and/or (b) submit a complaint in relation to the decision to award the contract.

1. The successful Consultant is:

Name:	[*insert name of successful Consultant*]
Address:	[*insert address of the successful consultant*]
Contract Price:	[*insert contract price of the successful consultant*]

2. Other Consultants

The names of all consultants, technical and combined score, proposal and evaluated prices are:

Consultant	Technical Score	Combined Score	Proposal Price	Evaluated Price

3. Standstill Period

The Standstill Period lasts three (3) Business Days after the date of transmission of this Notification of Intention to Award. If you have any questions regarding this Notification, please do not hesitate to contact us.

On behalf of the Client:

Signature: ____

Name: ____

Position: ____

Telephone: ____

Email: ____

Appendix I: Letter of Acceptance

[letterhead paper of the Client]

[date]

To: *[name and address of the Supplier]*

Subject: ***Notification of award Contract No.*** . . . .

This is to notify you that your proposal dated . . . . ***[insert date] . . .*** . for execution of the . . . . ***[insert name of the contract and RFP number, as given in the SCC]*** . . . . for the Accepted Contract Amount of . . . . ***. [insert amount in numbers and words and name of currency]***, as corrected and modified in accordance with the Instructions to Consultants is hereby accepted by ***[insert name of Client].***

You are requested to sign and return the attached Contract Agreement within three Business Days of this letter.

Authorized Signature: ____

Name and Title of Signatory: ______________________________________

Name of Client: ____

Attachment: Contract Agreement

APPENDIX J: TMA SUPPLIER CODE OF CONDUCT

TRADEMARK AFRICA

SUPPLIER CODE OF CONDUCT

Control Version	2.0
Date Published	08.02.2023
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 a leading African Aid-for-Trade organisation that was established in 2010, with the aim of growing intra-African trade and increasing Africa's share in global trade, while helping make trade more pro-poor and more environmentally sustainable.

TMA operates on a not-for-profit basis and is funded by Belgium, the Bill and Melinda Gates Foundation, Canada, Denmark, the European Union, Finland, France, Ireland, the MasterCard Foundation, the Netherlands, Norway and the United Kingdom. TMA works closely with regional and continental inter-governmental organisations, national Governments, the private sector and civil society. Since its inception, TMA has delivered substantial gains for trade and regional economic integration in East Africa and the Horn of Africa, including a reduction of 16.5% in cargo transit times on the Northern Corridor from Mombasa to Bujumbura, and a reduction of an average of 70% in the time taken to cross selected one-stop border posts. TMA officially launched its continental-wide shift and rebrand in West Africa in January 2023, with Ghana being the first country of operations in the region.

In 2022, TMA established Trade Catalyst Africa (TCA), a catalytic finance company that pilots commercially viable projects for creating trade infrastructure, both physical and digital, and increasing access to Trade Finance for Small and Medium Enterprises. TCA's and TMA's headquarters are in Nairobi, Kenya. TMA maintains offices at the EAC Secretariat in Arusha, and in Burundi, the Democratic Republic of Congo, Djibouti, Ethiopia, Ghana, Malawi, Rwanda, Somaliland, Tanzania and Uganda, with operations in Mozambique, South Sudan and Zambia. For more information, please visit www.trademarkafrica.com

Overview

a) 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.

b) 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.

c) 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.

d) 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.

e) 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.

f) 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.

g) 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.

h) 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

<u>3.1 Value for Money and Compliance</u>

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 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 TMA sanction and 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) Sanction or 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
- Ghana: +27 12 543 5897
- Cote D'Ivoire: +27 12 543 5452
- Djibouti; Zambia, Malawi, Mozambique, and South Sudan: +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.

For TMA's USAID funded projects, reports may be made directly to the USAID office of Inspector General:

P.O Box 657 Washington DC 20044-0657
Phone: 1-800-230-6539 or 202-712-1023
Email: ig.hotline@usaid.gov
Web Portal: https://oig.usaid.gov/contractor-reporting-form

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 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.

<u>3.6 Intellectual Property (IP)</u>

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 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 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 renumeration, 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 suppliers 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 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 financers 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 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: ________________________________