REQUEST FOR EXPRESSIONS OF INTEREST FOR INDIVIDUAL CONSULTANTS

NAME OF CLIENT: **TRADEMARK AFRICA**

CLIENT COUNTRY: **REPUBLIC OF GHANA**

REFERENCE NUMBER: **PRQ20260335**

ASSIGNMENT TITLE: **TRADE AND CUSTOMS TECHNICAL ASSISTANT – WEST AFRICA**

ELIGIBILITY: **CITIZENS OR LEGAL RESIDENTS OF ELIGIBLE WEST AFRICAN COUNTRIES (SEE SECTION IV, CLAUSE 3.1)**

DATE OF INVITATION: **11 NOVEMBER 2026**

SUBMISSION DEADLINE**: 2 DECEMBER 2026, *NO LATER THAN* 1300 HRS GMT**

Link to SAP ARIBA:

https://portal.eu.bn.cloud.ariba.com/dashboard/public/appext/comsapsbncdiscoveryui#/RfxEvent/preview/221000395?anId=ANONYMOUS

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SECTION I: REQUEST FOR EXPRESSION OF INTEREST NOTICE

Reference Number: **PRQ20260335**

Assignment Title: **Trade and Customs Technical Assistant – West Africa**

Project Name: ***West Africa Programme – Trade & Customs***

*Country**: Republic of Ghana***

1. TradeMark Africa has received financing from **The European Union** towards the implementation of its Trade & Customs interventions in West Africa and intends to apply part of the funds toward payments under the contract for the Trade and Customs Technical Assistant – West Africa.
2. The individual consulting services ("the Services") include technical, stakeholder engagement and programme management support to drive the delivery of TradeMark Africa funded Trade & Customs interventions across West Africa, including Côte d'Ivoire, Ghana, Togo, Benin, Nigeria and Burkina Faso. The Consultant will be based in Accra, Ghana, with frequent travel to TMA's countries of operation in West Africa. The assignment will be implemented over an **initial period of two (2) years**, with the possibility of extension for a further period of up to two (2) years, subject to satisfactory performance, the continued need for the services and the availability of funds.
3. The detailed Expression of Interest document (EOI) for the assignment can be found at the following website **www.trademarkafrica.com** or can be obtained by registering in the electronic procurement system prior to the deadline for submission of applications.
4. TradeMark Africa now invites eligible and qualified individual consulting experts ("Consultants") to indicate their interest in providing the Services. Interested Individual Consultants should submit a curriculum vitae and a brief technical proposal (maximum of 8–10 pages) demonstrating that they are eligible and have the required qualifications and experience to perform the Services. **Financial proposals are not required at this stage.** This request for expressions of interest is open only to Individual Consultants who are citizens of, or legal residents in, an Eligible Country as defined in Section IV, Clause 3.1.
5. Only Individual Consultants who meet the citizenship or residence requirement in Section IV are invited to submit applications; consulting firms are neither eligible to submit applications nor allowed to front individual experts for the services. Applications from individuals who do not meet this requirement shall be rejected without further evaluation.
6. A consultant will be selected on the basis of qualifications and experience, in three stages:
    a. **Evaluation:** eligibility, then technical evaluation of the CV and technical proposal, details are provided in Section IV of this request for expression of interest.
    b. **Interviews:** applicants who attain a minimum technical score of 70% (70 out of 100 marks) will be invited to a competency-based interview.
    c. **Financial proposal and negotiation:** the highest-ranked applicant after the interview will be invited to submit a financial proposal and to negotiate a contract.
7. TMA requires compliance with the Supplier Code of Conduct and its Sanctions policy as set forth therein which are attached.
8. Applications for expression of interest must be prepared in **English** language using the forms provided under Section V: Shortlisting Forms, together with the support documents. As the assignment covers both anglophone and francophone countries, **the Consultant must have professional working proficiency in both English and French.** Proficiency in both languages may be assessed during the interview.
9. Requests for clarification must be submitted through SAP Ariba, quoting the reference number and assignment title. Responses to clarifications will be published on SAP Ariba, and applicants are required

to check SAP Ariba regularly for responses and any addenda. Applicants who have difficulty registering in or accessing SAP Ariba may contact procurement@trademarkafrica.com.

10. Completed applications, comprising the CV (Form EOI-3), the technical proposal (Form EOI-4), the other completed forms and the support documents, must be submitted in PDF using the electronic procurement system. They must be received by **2 DECEMBER 2026, *NO LATER THAN* 1300 HRS GMT.** Late applications shall be rejected. **Applicants shall not submit a financial proposal with their application.**
11. Only applicants who attain the minimum technical score of 70% shall be invited for interviews. The interviews will be conducted virtually, on dates to be communicated to the shortlisted applicants. The applicant with the highest final score shall be invited to submit a financial proposal and to negotiate a contract. If negotiations fail, the applicant with the next highest final score may be invited. All applicants shall be notified of the outcome of the request for expression of interest.
12. Country of Applicable Law ***Republic of Ghana.***
13. Contracting Country ***Republic of Ghana.***
14. Country of Performance ***Republic of Ghana.***
15. Items 12 to 14 have been included to enable bidders to accurately determine and account for all applicable taxes, duties, and statutory levies associated with the assignment when preparing their financial proposals.

SECTION II: INSTRUCTIONS TO APPLICANTS

The following terms and conditions shall apply to all applicants in this request for expression of interest. The terms and conditions shall not be submitted as part of the consultant application.

1. Acceptance of terms and conditions

In applying to this Expression of Interest (EOI), the applicant is deemed to have accepted the terms and conditions of this and all other sections of this EOI.

2. One Application

The applicant shall participate in only one application. If an applicant participates in more than one application, all such applications shall be disqualified and rejected.

3. Format

Applications shall be prepared using only the forms provided under Section V: Shortlisting Forms of this request for expression of interest, with all the required forms, the CV, the technical proposal and the support documents submitted. A financial proposal shall not be submitted with the application.

4. No contract

This EOI process does not create a binding legal contract or relationship either explicit or implied, between TMA and any applicant or any other party to this EOI. The application does not create any obligation on TMA to enter into any commitment to procure services specified in this EOI.

5. Cancellation, suspension or amendment to the EOI

TMA reserves the right in its sole and unfettered discretion to:

(a) cancel or suspend this EOI or vary any of the terms, dates, timings or processes in this EOI,

(b) call and/or re-advertise for applications or revise the evaluation criteria prior to the submission deadline or process pertaining to this EOI; and

c) seek clarification about any application.

6. Official communication

Applicants must provide full contact details for the purpose of making and receiving communications about this EOI.

7. Clarifications

All requests for clarifications, indicating the reference number and assignment title, shall be submitted only through SAP Ariba. TMA will endeavour to reply within *three* business days of receipt of the clarification request and, at its discretion, may provide additional information where necessary. Responses, together with any addenda, will be published on SAP Ariba for all applicants. TMA shall not respond to queries relating to this tender received seven (7) days or less prior to the submission deadline. Applicants are required to check SAP Ariba frequently for updates and clarifications.

8. Ownership of Documents

This EOI is the property of TMA and may not be copied or reproduced in any way without the prior written approval of TMA, other than for the purpose of preparing and submitting applications. All applications shall be retained by TMA.

9. Conflict of Interest

Applicants will ensure that, throughout the evaluation process, TMA is kept informed of any perceived, potential or real conflicts of interest that should reasonably be brought to the attention of TMA, where such

conflicts arise from the interests or duties of the respondent or its employees, officers, shareholders or directors.

10.Acceptance of Applications

TMA shall not accept an application which does not comply with or fails to provide the information specified in this EOI.

11.Notification

TMA will notify all applicants of the outcome of this EOI once the evaluation and award process has been completed.

12.Confidentiality

The information provided in this EOI, and any other information, material or communication released during this EOI process is for the sole purpose of enabling a respondent to prepare and submit the application. The Consultant will be required to sign a confidentiality agreement undertaking not to divulge or share any information provided by TMA to any third party and to use it only for the purposes of this assignment.

13. No liability

TMA will not be liable (in contract or tort, including negligence) for any direct or indirect damage, loss or cost (including legal and lawyer/client costs) to any respondent or other person in respect of this process.

14.Costs and charges

This EOI is issued on the understanding that no charge will be made by the respondent for preparation of any EOI response or any other information that may be supplied.

15.Applicable laws

This EOI and any subsequent decisions, actions, contracts or outcomes are subject to and governed by the laws of the Client specified on page one of this request for expression of interest.

16. Evaluation

The evaluation team will follow a formal evaluation process to ensure a fair and transparent assessment of each application. Evaluation shall be carried out in three stages: (i) eligibility evaluation on a pass/fail basis; (ii) technical evaluation of the CV and technical proposal, scored out of a maximum of 100 marks, where applicants must attain a minimum technical score of 70 marks (70%) to be shortlisted; and (iii) interviews of the shortlisted applicants. The highest-ranked applicant following the interviews shall be invited to submit a financial proposal and to negotiate a contract.

17. Special conditions

In submitting the application, the individual agrees that:

a. TMA is not bound to accept any application;
b. Canvassing shall lead to automatic disqualification;
c. All communications must be made through SAP Ariba or the official email address provided;
d. Incomplete applications and late submissions shall be rejected;
e. TMA at its own discretion, may seek clarifications and/or additional information from applicants; and
f. Shortlisted applicants shall be invited for interviews. Only the highest-ranked applicant following the interviews shall be invited to submit a financial proposal and to negotiate a contract. If negotiations fail, the next highest-ranked applicant may be invited to submit a financial proposal and to negotiate.
g. Only applicants who are citizens of, or legal residents in, an Eligible Country shall be considered.

18. Sanctions Policy

TMA may not consider applications submitted by applicants who have been sanctioned based on previous contract performance.

19. Complaints

Complaints from applicants, if any, must be sent by email to **complaints@trademarkafrica.com.** Efforts will be made to resolve the complaint internally in the first instance through discussion. Where this is not possible, the complainant may re-submit their complaint, which will then be referred to the Complaints Committee of the TMA Board.

SECTION III: Terms of Reference

Trade and Customs Technical Assistant – West Africa

A. Background

TradeMark Africa (TMA), formerly TradeMark East Africa, is a leading African Aid-for-Trade organisation that was established in 2010, with the aim to grow intra-African trade and increase Africa's share in global trade, while helping make trade more pro-poor and more environmentally sustainable. TMA operates on a not-for-profit basis and is funded by: Belgium, 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.

Our focus on reducing the cost and time of trading across borders through enhanced trade policy, better trade infrastructure, standards that work for businesses, greater use of digital innovations and a focus on creating trade access for vulnerable groups, has contributed to substantially lower cargo transit times, improved border efficiency, and reduced trade barriers. TMA's operations span West, East, Southern and the Horn of Africa. For more information, please visit www.trademarkafrica.com.

Trade & Customs Unit – West Africa

The Trade & Customs unit plays a central role in TMA's trade facilitation and regional integration efforts. Situated within the wider Trade and Investment Environment Portfolio, the unit supports Regional Economic Communities (RECs), Government Ministries, Departments, Agencies and private sector players to implement a wide range of interventions aimed at establishing an open, robust and conducive environment for trade across different countries including Côte d'Ivoire, Ghana, Togo, Benin, Nigeria and Burkina Faso. Key areas of focus include negotiation and implementation of trade agreements, development and implementation of trade policy instruments, trade remedies and barriers including NTB identification, reporting and resolution mechanisms, integrated corridor and border management frameworks, trade information and data management, trade in services liberalisation, and investment facilitation tools and instruments.

With an expanding, multi-donor funded portfolio requiring close coordination with a wide range of stakeholders, and robust planning, monitoring and reporting mechanisms, the unit is seeking to strengthen its technical and programmatic support to ensure effective delivery and alignment with both donor requirements and institutional priorities. To address this need, the unit seeks to engage a Trade & Customs Technical Assistant (TA) who will provide dedicated support across both the technical and programmatic dimensions of Trade & Customs projects in West Africa.

B. Objective of the Assignment

The objective of this assignment is to enlist the services of a Trade and Customs Technical Assistant who will provide support in driving the technical delivery of Trade & Customs interventions across West Africa, while also supporting programme delivery functions including planning, coordination, monitoring and reporting. The specific objectives are to:

- Provide technical input in the design and implementation of Trade & Customs interventions across the West Africa portfolio.
- Support stakeholder engagements across a broad range of inter-governmental, governmental and private sector stakeholders to ensure collaborative delivery across all Trade & Customs interventions.
- Provide programmatic inputs into project cycle management (PCM) functions, including producing high-quality donor reports to support results accountability.

C. Scope of Work

The TA will undertake the following tasks:

I. Technical delivery

- Contribute to the technical design of Trade & Customs interventions, ensuring these are aligned with international and regional trade frameworks, e.g., the WTO Trade Facilitation Agreement (TFA), the AfCFTA, WCO guidelines and REC protocols.
- Develop technical documents as may be required, including inputs into funding proposals, concept notes and strategy documents; terms of reference for services to be contracted; and briefs and technical papers.
- Provide expert guidance to partners, contracted service providers and TMA staff in the design and implementation of Trade & Customs interventions to ensure these are evidence-based, contextually relevant and results-oriented.
- Provide technical inputs in the articulation of Trade & Customs results across all intervention areas, including reviewing country results frameworks and aligning these with corporate results.
- Review and oversee technical deliverables (reports, studies and knowledge products) generated by partners, contracted service providers and TMA staff to ensure they meet the required quality standards.
- Support cross-learning across TMA programmes by generating, synthesising and disseminating technical insights and lessons learned.

II. Stakeholder engagement

- Lead engagements with implementing partners to co-create relevant Trade & Customs interventions for TMA's donor funding consideration.
- Convene and participate in technical meetings, workshops and policy dialogues with key stakeholders as and when required.
- Build and maintain strong partnerships with all Trade & Customs implementing partners, including RECs, Ministries, Customs Authorities, border agencies and private sector players, to ensure strong and collaborative implementation of projects.
- Participate in and contribute to donor engagements by providing technical updates, including technical briefs, to ensure donors are fully apprised of ongoing and emerging areas of interest.

III. Project management

- Contribute to annual business planning processes, ensuring Trade & Customs interventions have sound work plans with clear implementation timelines and realistic budgets.
- Support the development of robust monitoring and evaluation tools (e.g., results frameworks, logframes, monitoring plans and baselines) and ensure these are periodically updated to report progress against results targets.
- Draft and review quarterly, bi-annual and annual progress narrative reports, donor reports and other programme documents, ensuring implementation progress is accurately captured with technical soundness and in compliance with TMA PCM and donor requirements.
- Identify risks and implementation challenges and recommend adaptive solutions to maintain delivery momentum.
- Undertake any other related duties as may be assigned in support of the effective delivery of TMA's Trade & Customs programme, including responding to ad-hoc and emerging requests.

D. Expected Outputs and Reporting

In addition to the technical documents, reports and other outputs produced under the scope of work above, the TA shall submit the following:

i. Inception report

Within two (2) weeks of contract signature, the TA shall submit a short inception report setting out an understanding of the West Africa Trade & Customs portfolio, priority areas of support, and a detailed work

plan for the initial two (2) years contract period, agreed with the Programme Manager Trade Facilitation West Africa.

ii. Monthly activity reports and timesheets

By the fifth (5th) working day of each month, the TA shall submit a brief activity report summarising the technical, stakeholder engagement and project management support provided in the previous month, together with a timesheet, for approval by the Programme Manager Trade Facilitation West Africa.

iii. End-of-assignment report

At the end of the contract period, the TA shall submit a report summarising support provided, results achieved, lessons learned and recommendations for the continued delivery of the Trade & Customs portfolio.

E. Duration

The assignment shall be for an **initial period of two (2) years**, with the possibility of extension for a further period of up to two (2) years, subject to satisfactory performance, the continued need for the services and the availability of funds. Any renewal shall be made by a written contract addendum signed by both parties.

F. Management and Reporting

The TA will report directly to the Programme Manager Trade Facilitation West Africa, with technical oversight by TMA's Director, Trade & Customs, and will be required to work closely with Programme Managers and Officers within the unit. The role shall also interface with other technical and central support units within TMA. TradeMark Africa is the direct recipient of this assignment.

G. Location of Assignment

The TA will be based in Accra, Ghana, and shall be required to travel frequently to TMA's countries of operation in West Africa. The selected consultant shall be responsible for obtaining any permits required to work in Ghana

H. Qualifications and Experience

- Citizen of, or legal resident in, a West African country listed in Section IV, Clause 3.1.
- Master's degree in Economics, International Trade, Trade Law, or Business Administration with a trade/customs specialisation. A bachelor's degree in the above fields with at least ten (10) years' relevant experience is also eligible.
- At least five (5) years' experience in designing and delivering Trade & Customs related interventions at a national, regional or continental level.
- Experience and knowledge of regional integration and trade policy issues in West Africa, with experience working with a Regional Economic Community (REC).
- Demonstrable experience in managing and implementing large-scale multi-donor and multi-stakeholder development projects in Africa.
- Experience and knowledge of project cycle management principles.
- Politically astute, with the ability to navigate political sensitivities.
- High analytical skills, with the ability to analyse and evaluate information from a wide variety of sources.
- Team player with excellent organisational skills and the ability to handle multiple tasks without compromising quality.
- Excellent interpersonal, communication, facilitation and negotiation skills.
- Professional working proficiency in English and French.

J. Ethical Considerations

The TA must adhere to relevant local regulations and TMA's Supplier Code of Conduct, ensuring confidentiality, integrity and the avoidance of conflicts of interest in all engagements with TMA's partners, service providers and stakeholders.

K. Evaluation

Applications shall be evaluated in accordance with the eligibility and technical evaluation criteria set out in Section IV: Eligibility and Evaluation Criteria of this document, followed by interviews of the shortlisted applicants.

SECTION IV ELIGIBILITY AND EVALUATION CRITERIA

The evaluation of applications shall be done in three stages. In the first stage, each application shall be checked against the eligibility evaluation criteria. The applications that pass the eligibility criteria without material deviations, reservations and omissions shall be subjected to the technical evaluation criteria. The applicants that attain the minimum technical score shall be shortlisted and invited for interviews.

3.1. Eligibility Criteria

The applicants are required to examine in detail all the requirements of the request for expression of interest. Any material deficiencies in providing the requested information in the required format and meeting the eligibility evaluation criteria may result in the rejection of the application. The applicant shall meet the following eligibility evaluation criteria without material deviation, reservation and omission.

#	Eligibility Evaluation Criteria	Pass/Fail
1	The applicant is an individual consultant who is a citizen of, or a legal resident in, one of the following West African countries: Benin, Burkina Faso, Cabo Verde, Côte d'Ivoire, The Gambia, Ghana, Guinea, Guinea-Bissau, Liberia, Mali, Niger, Nigeria, Senegal, Sierra Leone or Togo ("Eligible Countries"). ***Legal residence shall be evidenced by a valid residence or work permit issued by the authorities of the Eligible Country.***	
2	The applicant has signed and meets all the requirements of the TMA Supplier Code of Conduct.	
3	The applicant has not been debarred by TMA, partner donors, the World Bank, or a Sovereign Government.	

Only applicants that meet the eligibility evaluation criteria shall pass and be considered further in the next stage of technical evaluation.

3.2. Technical Evaluation Criteria

The applicants that pass the eligibility evaluation criteria shall be subjected to the following technical evaluation criteria, scored out of a maximum of **100 marks**.

No.	Technical Evaluation Criteria	Max. Marks
A	**Academic and Professional Qualifications**	**9**
i)	Master's degree in Economics, International Trade, Trade Law, or Business Administration with a trade/customs specialisation. Master's degree in the above fields = 6 marks; bachelor's degree in the above fields with at least 10 years' relevant experience = 3 marks. ***Copies of academic certificates must be attached.***	6
ii)	Professional certification or specialised training in trade facilitation, customs, trade policy or project management (e.g., WCO/WTO/ITC courses on the TFA, AfCFTA, AEO or coordinated border management; PMP, PRINCE2 or PCM). Two or more relevant certifications/trainings = 3 marks; one = 1 mark. ***Copies of certificates must be attached.***	3
B	**Individual Consultant's Experience and Skills**	**58**

No.	Technical Evaluation Criteria	Max. Marks
i)	At least 5 years' experience in designing and delivering Trade & Customs related interventions at a national, regional or continental level. 10 years and above = 14 marks; 8–9 years = 11 marks; 5–7 years = 9 marks; less than 5 years = 0 marks. ***Provide evidence of completion of assignments, certificates of service, reference letters or full contact details of the recipient/client/beneficiary.***	14
ii)	Experience and knowledge of regional integration and trade policy issues in West Africa, with experience working with a Regional Economic Community (e.g., ECOWAS, UEMOA). REC experience and assignments in at least two West African countries = 10 marks; REC experience or assignments in at least two West African countries (but not both) = 6 marks; assignments in one West African country only = 3 marks. ***Provide evidence of completion of assignments, reference letters or full contact details of the recipient/client/beneficiary.***	10
iii)	Demonstrable technical knowledge of international and regional trade frameworks and instruments, such as the WTO TFA, AfCFTA, WCO instruments (e.g., Revised Kyoto Convention, SAFE Framework, AEO), REC protocols, NTB reporting and resolution mechanisms, and integrated corridor and border management. ***Provide evidence of assignments or positions in which this knowledge was applied.***	7
iv)	Demonstrable experience in managing and implementing large-scale multi-donor and multi-stakeholder development projects in Africa. Two or more such projects = 7 marks; one project = 4 marks.	7
v)	Experience in project cycle management, including annual work planning and budgeting, results frameworks/logframes, monitoring and evaluation, and drafting donor progress reports; with strong analytical and technical writing skills. ***Provide a sample progress/donor report, concept note, ToR or technical paper authored by the applicant, not older than 5 years (confidential information may be redacted).***	6
vi)	Professional working proficiency in both English and French. Professional working proficiency in both languages = 14 marks; professional working proficiency in one language and limited working proficiency in the other = 7 marks; proficiency in one language only = 0 marks. Provide evidence, such as language certificates or assignments delivered in both languages. Proficiency will be verified at interview.	14
C	**Technical Proposal – Understanding, Approach and Work Plan (maximum of 8–10 pages)**	**33**

No.	Technical Evaluation Criteria	Max. Marks
i)	Demonstrates a clear understanding and interpretation of the ToR and of the West Africa Trade & Customs context, including key trade facilitation, customs and regional integration challenges and opportunities in the countries of operation. ***(Do not copy and paste what is in the ToR.)***	13
ii)	Provides a clear, logical and practical approach to each of the three areas of support: (a) technical delivery, including alignment with the WTO TFA, AfCFTA, WCO and REC frameworks and quality assurance of partner and service provider deliverables; (b) stakeholder engagement with RECs, Ministries, Customs Authorities, border agencies, the private sector and donors; and (c) project management, including business planning, M&E, risk management and donor reporting.	16
iii)	Provides a work plan for the initial two (2) years period that is clear, logical and well-sequenced, showing priorities, key outputs and reporting milestones, and how in-country travel will be managed.	4
	Total Technical Score	**100**

3.3. Minimum Technical Score, Interviews and Final Selection

Applicants who attain a minimum technical score of **70 marks out of the possible 100 marks (70%)** shall be shortlisted and invited for an interview. Applicants who do not attain the minimum technical score shall not be considered further.

Interviews: The shortlisted applicants shall be interviewed by the evaluation panel. The interviews will be conducted virtually, on dates and times to be communicated by TMA to the shortlisted applicants. Proficiency in English and French shall be assessed during the interview. Shortlisted applicants who fail to attend the interview shall not be considered further.

Final selection: The shortlisted applicants shall be ranked according to their interview results. The highest-ranked applicant shall be invited to submit a financial proposal, using Form EOI-5 and the Price Schedule in Section VI, Clause 5.4, quoted in United States Dollars (USD) and inclusive of all applicable taxes, and to negotiate a contract.

If negotiations with the highest-ranked applicant fail, TMA may invite the next highest-ranked applicant to submit a financial proposal and to negotiate a contract.

SECTION V: SHORTLISTING FORMS

4.1. Form EOI-1: Application Form

{Location, Date}

To: TradeMark Africa

Dear Sir/Madam:

1. I, the undersigned, hereby express my interest to provide the consulting services Reference Number **PRQ20260335** for **Trade and Customs Technical Assistant – West Africa** in accordance with your Request for Expression of Interest dated **11 NOVEMBER 2026.**
2. All the information and statements made in this application are true and I accept that any misinterpretation or misrepresentation in this application may lead to my disqualification by the Client.
3. My Application shall be valid and remain binding upon me for the period of 120 days, or as may be extended by the Client.
4. I have no conflict of interest and shall comply with the TMA Supplier Code of Conduct regarding confidentiality, intellectual property, organized crime, anti-terrorism financing, environmental and social standards, which shall apply in this expression of interest.
5. I confirm that I meet the eligibility requirements stated in the Request for Expression of Interest and that I am a citizen of / legal resident in [insert country]."
6. I undertake, if selected, to negotiate and sign the contract for the consulting services under the conditions of contract specified in this request for expression of interest.
7. I understand that the Client is not bound to accept any application received.

Yours sincerely,

_____

Signature

Full name: [insert full name of applicant]

Address: [insert the applicant's address]

Phone [insert the applicant's telephone number]

Email: [insert the applicant's email address]

4.2. Form EOI-2: General Experience Form

[Using the format below, the applicant shall provide information on their general experience that demonstrate the capacity to deliver consulting services. For the contract value, the exchange rate prevailing on the date of the respective contract is used to obtain US$ equivalent]

Duration	*Consulting Assignment*	*Name of Client & Country of Assignment*	*Contract Value in US$ Equivalent*
Start Date: End Date:	Contract No.: Assignment Name: Main Deliverables:	Client Name: Country: Telephone: Email:	US$
Start Date: End Date:	Contract No.: Assignment Name: Main Deliverables:	Client Name: Country: Telephone: Email:	US$
Start Date: End Date:	Contract No.: Assignment Name: Main Deliverables:	Client Name Country: Telephone: Email:	US$
Start Date: End Date:	Contract No.: Assignment Name: Main Deliverables:	Client Name Country: Telephone: Email:	US$
Start Date: End Date:	Contract No.: Assignment Name: Main Deliverables:	Client Name: Country: Telephone: Email:	US$

4.3. Form EOI-3: Curriculum Vitae Form

The Applicant shall use the following format of the curriculum vitae shown below in preparing the CV.

Position Title	{*Trade and Customs Technical Assistant – West Africa}*
Name of Expert	*{Insert full name}*
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 similar and relevant activities performed
Start Date: End Date: Duration:	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)*

Language	Speaking	Reading	Writing

Specific Experience: {Use the following format to indicate the specific experience relevant to the proposed consulting services and that best describes the capability to handle the assignment}

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 the 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}*

4.4. Form EOI-4: Technical Proposal

The applicant shall submit a brief technical proposal, as part of the application, to enable evaluation against Section C of the technical evaluation criteria in Section IV.

4.5. Form EOI-5: Financial Proposal (on invitation only)

This form shall be completed only by the applicant invited by TMA to submit a financial proposal following the interviews. It shall not be submitted with the application.

{Location, Date}

To: TradeMark Africa

Dear Sir/Madam:

I, the undersigned, offer to provide the consulting services for **Trade and Customs Technical Assistant – West Africa**, Reference Number **PRQ20260335**, in accordance with my application dated *[insert date]*. My attached financial proposal is for the sum of *[insert amount in words and figures, in USD]*, inclusive of all applicable taxes, professional fees and reimbursable expenses, covering all items listed under the Budget section of the Terms of Reference.

My financial proposal has been prepared using the Price Schedule format in Section VI, Clause 5.4 (professional fees, reimbursable expenses and total contract price), which is attached.

My financial proposal shall be binding upon me, subject to the modifications resulting from contract negotiations, up to the expiration of the validity period of 120 days.

I understand that you are not bound to accept any proposal you receive.

Yours sincerely,

_____

Signature

Full name: [insert full name of applicant]

Address: [insert the applicant's address]

Phone: [insert the applicant's telephone number]

Email: [insert the applicant's email address]

4.6. Form EOI-6: Support Documents

The applicant shall submit in the following support documents required for eligibility and qualification for the consulting services.

(a) Copy of National Identification Card or Passport.

(b) Academic qualification certificates (university degree(s)).

(c) Evidence of completion of the assignments and roles relied on under the technical evaluation criteria (e.g. certificates of service, reference letters or completion certificates), or full contact details of the clients or employers.

(d) Professional certification and specialist training certificates, where applicable.

(e) Signed TMA Supplier Code of Conduct

SECTION VI: CONDITIONS OF CONTRACT

5.1. Form of Contract

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

BETWEEN:

TradeMark Africa ("TMA") having its principal place of business at **(Insert Physical and Postal address).**

AND

[Insert Individual Consultant Name] ("the Consultant") having its principal office located **(Insert Physical and Postal address)**.

Please provide the Services as set out on the attached Terms of Reference, Price Schedule) and as outlined below:

Contract Reference: [Insert PO Number]

Contract Title: [Insert Contract Title]

Start/End Dates: The contract shall be effective on the date both parties sign and the services shall be completed by **[Insert end date]** ("End Date") or any other period as may be subsequently agreed by the parties in writing unless this Contract is terminated earlier in accordance with its terms and conditions.

Recipient: [Insert Recipient]

TMA having requested the Consultant to provide certain consulting services as defined in the terms of reference attached to this Contract (herein referred to as "Services"); the Consultant, having represented to TMA that they have the required professional skills and resources, have agreed to provide the Services on the terms and conditions set forth in this Contract.

The laws governing this contract shall be **Republic of Ghana.**

Payment(s) under this Contract shall not, in any circumstances, exceed ***[insert amount and currency]*** ("the Financial Limit") inclusive of all applicable taxes. 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. Refer to Clause 5.4. (d), Tax Treatment.

Note: The Bidder 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.

Subject to satisfactory delivery of the Services, payment(s) will be made within 30 days of receipt of the invoice(s) from the Consultant to be submitted to invoices@trademarkafrica.com:

Authorised by (Name and Signature).....

Date: .....

Consultant (Name and Signature): .....

Date: .....

5.2. Terms and Conditions of Contract

1. The Consultant shall perform all its obligations hereunder with all necessary skill and diligence to satisfy generally accepted professional standards expected from experts associated with such obligations.
2. The Consultant is responsible for all its acts and omissions and those of its personnel and for the health, safety, insurance and security of its personnel and their property.
3. Nothing in the Contract shall render the Consultant or any Consultant's Personnel an employee, agent, partner or representative of TMA and the Contract shall not constitute a contract of employment for any purposes whatsoever.
4. The Consultant will be solely responsible for the tax status, tax and any statutory contributions payable of and for itself, the Consultant's Personnel and for all or any of its or the Consultant's Personnel's taxes payable in respect of fees and reimbursements received in connection with this Contract.
5. The Consultant shall not sub-contract its obligations or assign its rights without TMA's prior written agreement.
6. The Consultant shall not disclose to any third party any information relating to the Services and/or this Contract, which could be considered confidential (other than in the proper performance of this Contract or as may be required by law).
7. All intellectual property rights created by the Consultant in relation to any materials produced pursuant to the performance of the Services shall belong to the Consultant and the Consultant grants TMA an irrevocable non-exclusive royalty free licence to use any such material at TMA's discretion.
8. The Consultant shall make and maintain accurate and systematic accounts, files and records relating to its obligations hereunder and make them available to TMA and its personnel, agents and representatives at such times as TMA may reasonably require.
9. The Consultant shall immediately notify TMA of any circumstances, which may place the Consultant in a real or apparent conflict of interest in relation to the Services, or the interests of TMA generally.
10. TMA shall have discretion to terminate this Contract at any time whereupon the Consultant will immediately cease the provision of the Services and submit an invoice for costs incurred to the date of termination.
11. Invoices should include a form of letterhead, account number to which payments are to be made, the contract reference number and bear an original signature. Each invoice should state the period when the services were provided using "start" and "end" dates.
12. Substantive revisions regarding (i) the key activities and Delivery of Outputs as set forth in the Terms Of Reference, (ii) extension of the Contract End Date or Early Termination or (iii) the Financial Limit, shall be done only by a signed written Contract Addendum by the Parties. TMA shall not be liable for payment of works done outside the contract.
13. The Consultant acknowledges and agrees that it is performing the Services entirely at its own risk. The Consultant indemnifies and holds harmless TMA, its members, officers, employees, agents and contractors (Those Indemnified) from and against all claims, liabilities, losses, damages, costs and expenses (including legal costs and expenses on a solicitor/own client basis) of any kind made against, suffered or incurred directly or indirectly by Those Indemnified as a result of any negligence, misconduct, breach of this Contract (including any warranty, representation or covenant) or any act or omission of the Consultant, its employees or agents occurring in the course of or otherwise in any way relating to this Contract.
14. The Consultant shall not, and shall ensure that any person affiliated with the Consultant shall not participate in any other practice that is or could be construed as an illegal, corrupt or a conflict of interest in the country of operation.

15. The Contract funds shall not be used to finance terrorism and other criminal activities. The Consultant shall take all appropriate measures to ensure that the Contract payments are not used for unintended purposes including but not limited to money laundering and exploitation by terrorist organisations and/or their support networks.
16. The Consultant shall ensure that the Contract is implemented with strict adherence to TMA's Supplier Code of Conduct document that includes among others, adherence to policies against bullying, sexual exploitation, abuse and harassment (SEAH). The Consultant shall ensure that all steps are taken to identify and mitigate any environmental and social safeguarding risks that may arise as a result of the Contract.
17. The Consultant shall be solely responsible for the full and timely settlement of all obligations arising under this Contract, including but not limited to payments due to vendors, subcontractors, employees, and any other third parties engaged by the Consultant in connection with the performance of its services. The Consultant agrees to discharge all such obligations in accordance with applicable laws and within the time frames stipulated in the respective agreements or statutory requirements. TMA may request evidence of these payments as it may deem fit.This is to ensure that the consultant, if so called upon, avails evidence of payments out.
18. Either party may by written notice invoke a formal dispute resolution process in relation to this Contract. In such event both parties agree to promptly nominate a senior officer not directly involved in the conduct or management of this Contract to meet together at the earliest practical time to endeavour to resolve the dispute by discussion or by a process (for example mediation conducted by an independent mediator) agreed by the parties. However, nothing in this Contract prevents a party seeking an injunction or other interlocutory relief at any time or exercising a right to terminate in accordance with this Contract or at law.

5.3. Terms of Reference

[Insert the final terms of reference agreed after pre-contract negotiations]

5.4. Price Schedule

(a) Professional fees

		Currency: *USD*	
Description of Services	Fee rate per day	Maximum number of days	Line Total Price
Total Remuneration			

(b) Reimbursable expenses

		Currency: USD	
Item Description	Quantity	Unit Rate	Line Total Price
Total Reimbursable Expenses			

All expenses including accommodation must be supported by valid receipts which must be submitted with the relevant invoice. The only exception to this is the payment of subsistence allowances which are paid at TMA standard rates, and which do not need to be supported by receipts.

(c) Total Contract Price

#	Summary Item	**Total Price *(USD)***
A	Total remuneration	
B	Total reimbursable expenses	
C	**Subtotal (A+B)**	
D	VAT (C x Rate)	
F	Other Indirect Taxes *(itemize each)*	
G	**Subtotal Taxes (D+F)**	
H	**Total Price (C+G)**	

The Total Price for the consulting services shall be **USD [insert amount].**

Note: Where applicable, direct taxes, e.g., withholding tax, shall be deemed to be included in 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. Refer to Clause 5.4. (d), Tax Treatment.

The Bidder 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

Payment schedule:

No.	Deliverable / Payment Basis	Indicative Timeline	Payment	Amount (USD incl. taxes)
1				
2				
3				
	Total		**100%**	

Professional fees shall be paid monthly in arrears, based on the agreed fee rate and the days worked as recorded in the approved timesheet, up to the maximum number of days in the Price Schedule. Approved travel shall be reimbursed on an actual basis in accordance with TMA's travel policy and standard rates. Payments shall be made upon approval of the relevant report by TMA.

(d) Tax Treatment

At contract negotiation stage, TMA and the Individual Consultant shall align on the applicable taxes. Where mandated by the tax legislation, TMA will withhold tax at the applicable rate and remit it to the relevant tax authority. TMA will furnish the individual consultant with the corresponding withholding tax certificate or the equivalent as evidence of such remittance. The contract price shall include VAT, or its equivalent, where applicable plus any other levies as per the local legislation.

Where the bidder seeks to benefit from a reduced withholding tax rate or any other relief available under an applicable Double Taxation Agreement, the bidder shall be solely responsible for confirming its eligibility for such relief and for providing all supporting documentation, declarations, certificates, and other information required by the relevant tax authority. Such documentation shall be submitted in a complete and timely manner to enable TMA to assess and apply the relevant treaty provisions. In the absence of satisfactory evidence of eligibility, or where the required documentation is not provided within the stipulated timelines, TMA shall apply the prevailing domestic withholding tax rates prescribed under relevant tax law.

(e) Invoicing instructions

After approval of the monthly activity report and timesheet by the recipient, invoices should be sent to **invoices@trademarkafrica.com**. Invoices should clearly list the Contract Number, assignment title and the period covered. Payment shall be made to the Consultant's designated bank account as recorded in the payment system.

TAX ACKNOWLEDGEMENT AND DECLARATION

To be completed, signed, and submitted with the Tender/Proposal.

The Bidder/Consultant confirm that they have read and understood the tax provisions contained in the Tender Document and Draft Contract.

The Bidder/Consultant further confirm that:

- They have independently assessed and considered all applicable taxes, duties, levies, withholding taxes, VAT, customs duties, and any other fiscal obligations relevant to the Contract.
- They have sought their own tax, legal, or professional advice related to the assignment.
- The proposal and pricing fully reflect their understanding of the applicable tax obligations.
- They acknowledge that TradeMark Africa (TMA) shall not be responsible for any tax liabilities, assumptions, omissions, errors, or miscalculations made by the Bidder/Consultant in relation to the Contract.
- They shall not seek additional compensation or contract price adjustments from TMA arising from tax obligations that should reasonably have been identified prior to submission.

Bidder's Declaration

We hereby certify that we have read, understood, and accepted the tax provisions contained in the Tender Document and Draft Contract and have incorporated all relevant tax considerations into our proposal and financial submission.

Name of Bidder/Consultant: .....

Signature:.....

Date:.....

8.7. 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) is an Aid-for-Trade organisation established in 2010 with the aim of growing prosperity through increased trade. TMA operates on a not-for-profit basis and is funded by a range of development partners, including the European Union, the United Kingdom, the Netherlands, Denmark, Norway, Canada, the United States, Ireland, Finland, and the Bill and Melinda Gates Foundation. TMA works in partnership with regional and continental organisations such as the African Union (AU), the African Continental Free Trade Area (AfCFTA) Secretariat, the East African Community (EAC), the Intergovernmental Authority on Development (IGAD), and the Common Market for Eastern and Southern Africa (COMESA), as well as national governments, the private sector, and civil society organisations.

Over the years, TMA has supported a wide range of trade facilitation initiatives, including improvements in border efficiency, reduction of non-tariff barriers, strengthening of customs systems, and development of digital trade platforms. These interventions have contributed to reduced cargo transit times, improved border clearance processes, and increased participation of businesses in regional and international trade. TMA currently operates across multiple countries in East, West, and Southern Africa, with its headquarters in Nairobi, Kenya. Its work is guided by a focus on improving the efficiency of trade systems, enhancing the competitiveness of businesses, and promoting inclusive trade. 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

3.1 Value for Money and Compliance

TMA suppliers shall,

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

3.2 Ethical Behaviour and Transparency

TMA suppliers shall,

a) Maintain the confidentiality of all TMA tender and contract related information coming into their possession.

b) Take all appropriate measures to prevent corrupt, fraudulent, collusive, coercive and obstructive practices in connection with the use of TMA funds, including, but not limited to:
   i. Adopting appropriate fiduciary and administrative practices and institutional arrangements to ensure that the funds are used only for the purposes for which they were intended, and
   ii. Ensuring that all its representatives involved in the project, and all recipients of funds with which it enters into an agreement related to the project, receive a copy of this document and are made aware of its contents.

c) Immediately, and in any case within 24 hours, report to TMA any suspicions or allegations of fraud, corruption, bribery, or harassment, and cooperate fully with representatives of TMA or its appointed agent in any investigation into those suspicions or allegations.

d) Acknowledge and accept that if TMA determines that any person or entity receiving its funds has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, it may suspend further funding/disbursement/payment and pursue appropriate legal action against the person or entity engaging in such activity.

e) Acknowledge and accept that TMA reserves the right to demand a refund and may immediately terminate any contract in place and may also hand over any reports from any investigations to the Police and/or criminal investigation body to proceed with prosecution.

f) Acknowledge and accept that TMA shall reject a proposal or shall terminate a contract and/or not make any payments under the contract if it determines that representatives of the supplier, sub-contractor and/or beneficiary engaged in corrupt, fraudulent, collusive, coercive or obstructive practices during either the procurement or the execution of that contract.

g) Acknowledge and accept that if TMA is satisfied that a supplier has misrepresented information in their bid, receives confirmation from a referee that an assignment was not undertaken satisfactorily, or becomes aware of litigation that was not disclosed in the submitted bid, TMA shall reject the bid or terminate the contract immediately at any point without incurring any liability whatsoever.

h) Acknowledge and accept that TMA, at its own discretion, may decide to debar a supplier from current and future tendering opportunities in line with the TMA debarment policy, where there is demonstrable evidence of: (i) The supplier undertaking unethical, illegal, corrupt, or fraudulent activities in connection with a TMA contract or a TMA-funded contract; (ii) Persistent poor performance by the supplier under a TMA contract or a TMA-funded contract in terms of quality of work or goods delivered, including consistently late delivery; (iii) Poor quality adherence and/or delivery of Environmental and Social Safeguards measures; or (iv) Debarment of a supplier by a TMA donor, the World Bank, or a Government with whom TMA has a Memorandum of Understanding.

3.3 Gifts and Hospitality

TMA suppliers shall,

a) Not offer any member of staff of TMA, Board of Directors, or Council member any gifts, gratuities, or hospitality worth more than $50.

b) Acknowledge and accept that if an offer of gifts, gratuities or hospitality worth more than $50 is made by a supplier, TMA may reject the bid or terminate the contract immediately at any point without incurring any liability whatsoever.

3.4 Whistleblowing

TMA suppliers shall,

a) Acknowledge and accept that TMA has zero tolerance of fraud, corruption, misconduct (including harassment) and has implemented a fraud prevention policy.

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

1. Telephone:

   - Kenya: 0800 722 770 (toll-free), +27 12 567 8381
   - Uganda: +27 12 567 8383
   - Tanzania: +27 12 567 8440
   - Rwanda, Burundi, DRC - +27 12 567 8432
   - Ethiopia, Somaliland - +27 12 567 8433
   - Ghana: +27 12 543 5897
   - Cote D'' Ivoire: +27 12 543 5452
   - Other countries: South Sudan, Djibouti; Zambia, Malawi and Mozambique: +27 12 567 8455

2. Email: hotline@kpmg.co.za
3. Web-portal: http://www.thornhill.co.za/kpmgfaircallreport

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

c) Acknowledge and confirm that all tenderers, suppliers, sub-contractors along with their respective staff are aware of TMA's zero tolerance of fraud, corruption, misconduct, and harassment, and that each staff member engaged on the contract has been provided with the above whistleblowing procedures, telephone number, website and email address and understand how to report suspicions of malpractice involving TMA resources and/or staff.

3.5 Confidentiality

TMA suppliers shall,

a) Acknowledge that TMA may provide certain information that is and must be kept confidential by suppliers. To ensure the protection of such information, and to preserve any confidentiality necessary under patent and/or trade secret laws, TMA suppliers shall not disclose the confidential information obtained from TMA to anyone unless required to do so by law, in which TMA would be informed of such disclosure.

b) Acknowledge that the confidential information not to be disclosed can be described as and includes the following regardless of whether such information is designated as "confidential information" at the time of its disclosure:

   i. Invention description(s), technical and business information relating to proprietary ideas and inventions;
   ii. Ideas, patentable ideas, trade secrets, drawings and/or illustrations, patent searches, existing and/or contemplated products and services; and
   iii. Research and development, production, costs, profit and margin information, finances and financial projections, customers, clients, marketing, and current or future business plans and models.

c) Not, without the written consent of TMA, divulge to any third party any documents, data or other information furnished directly or indirectly by TMA, whether such information has been furnished prior to, during or following termination of any binding engagement. Notwithstanding the above, the supplier may furnish to its subcontractor(s) such documents, data and other information it receives from TMA to the extent required for the subcontractor(s) to perform its work under any contract, in which event the supplier shall obtain from such subcontractor(s) an undertaking of confidentiality similar to that imposed on the supplier under this paragraph.

d) Not use documents, data and other information received from the TMA for any purpose other than such work and services as are required for the performance of the contract.

e) Acknowledge that the obligation of the supplier under the above paragraphs, however, shall not apply to information which:

i. had entered the public domain through no fault of the supplier;
ii. can be proven to have been possessed by the supplier at the time of disclosure; or
iii. otherwise lawfully became available to the supplier from a third party that has no obligation of confidentiality.

3.6 Intellectual Property (IP)

TMA suppliers shall,

a) Acknowledge that the copyright in all drawings, documents and other materials containing data and information furnished to TMA by the supplier shall remain vested in the supplier or, if they are furnished to TMA directly or through the supplier by any third party, including sub-contractors of materials, the copyright in such materials shall remain vested in such third party.

b) Acknowledge that any studies, reports or other material, graphic, software or otherwise, prepared by the supplier for TMA under any contract shall belong to and remain the property of TMA.

c) Agree that, where intellectual property rights in all material produced by the supplier or the supplier's personnel pursuant to the performance of the services ("the material") are the property of the supplier, the supplier shall grant to TMA a worldwide, non-exclusive, irrevocable, royalty free license to use all the material. "Use" shall mean, without limitation, the reproduction, publication, and sub-licence of all the material and the intellectual property rights therein, including the reproduction and sale of the material and products incorporating the same for use by any person or for sale or other dealing anywhere in the world.

3.7 Conflict of Interest

TMA suppliers shall,

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

b) Disclose any situation that appears to conflict, or could potentially conflict, in any way, with the interests of TMA. This includes situations where a TMA employee has an interest in or non-arm’s length relationship to the suppliers’ business. TMA recognises that it is not possible to define all the

circumstances which may lead to a potential conflict of interest. It is therefore the responsibility of a supplier to declare any matters which they feel may present actual or potential conflicts, or the perception of such conflicts.

c) Use the Bidders Conflict of Interest Form (Annex 1) of this document to declare a Conflict of Interest or Potential/Perceived Conflict of Interest.

3.8 Delivery Chain Management

TMA suppliers shall,

a) Acknowledge and confirm they are aware of every sub-contractor(s) that contributes to the delivery of the TMA funded contract and warrant that this Code, including the whistleblowing procedures, has been communicated to every sub-contractor's member of staff, and is understood by them.

b) Acknowledge and confirm that all of the sub-contractor(s) that contribute to the delivery of the TMA funded contract are risk-profiled on an annual basis and managed by the primary supplier themselves and any significant risks identified are acted upon and managed, including the risk of funding terrorism and /or organised crime and their support groups or the risk of fraud and misappropriation of TMA funding.

3.9 Environmental and Social Safeguards

TMA suppliers shall,

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

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

Environmental Risks

TMA's suppliers shall,

a) Have an effective environment policy in place.

b) Comply with national legislation and regulations regarding the protection of the environment.

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

Social Risks

TMA's suppliers shall:

a) Take all reasonable measures to eliminate poor human rights practices, exploitive forms of forced labour, sexual exploitation, abuse, harassment, and harmful child labour and abuse.

b) Take all reasonable measures to prohibit their employees and/or other sub-contractors or person engaged by them, from engaging in sexual exploitation and abuse, including but not limited to the prohibition of:

   i) engaging in any sexual activity with any person under the age of 18, regardless of any laws of majority or consent; and

   ii) engaging in any sexual activity that is exploitive or degrading to any person.

c) Confirm the existence and application of an Environmental and Social Safeguarding policy in their organisation and ensure that it is communicated regularly to all staff and that all staff receive regular training on the same.

d) Ensure that requisite clauses and measures are included in the contracts of any sub-contractors and are adequate to protect the community from adverse impacts of labour influx, including sexual exploitation and abuse, sexually transmitted diseases, gender-based violence and other social challenges.

ESS2: Labour and Working Conditions

Healthy and safe working environment

TMA's suppliers shall:

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

b) Ensure the workplaces, machinery, equipment and processes under their control are safe and without risk to health to any person.

c) Ensure the chemical, physical and biological substances and agents under their control are without risk to health when the appropriate measures of protection are taken.

d) Ensure where necessary, adequate protective clothing and protective equipment are provided to and used by staff to prevent, so far as is reasonably practicable, risk of accidents or adverse effects to health.

e) For employees, ensure that adequate occupational safety training is provided and identifies, assesses and controls potential exposure to safety hazards and that training records are maintained in personnel files.

f) Ensure thorough documenting, investigating, and reporting of all occupational accidents, incidents and diseases.

g) Ensure the existence of and periodic testing of emergency prevention, preparedness, and response arrangements to emergency situations and this testing is documented.

h) Ensure there are clearly explained remedies (including compensation) for adverse impacts such as occupational injuries, deaths, disability, and disease.

h) Ensure compliance with national and local laws, regulations, systems and processes on occupational health and safety.

Non-discrimination and equal opportunity

TMA's suppliers shall:

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

Wages and Working Hours

TMA's suppliers shall:

a) Not permit or require any person or employee whose work relates to a TMA-funded contract to work more than the maximum hours in any one work week permitted by applicable law or regulation unless such employees are paid overtime at rate specified by applicable law or regulation.

b) Ensure that wages for persons or employees whose work relates to a TMA-funded contract comply with the statutory minimum wage requirements.
c) Ensure, where the applicable national laws or regulations ***do not*** prescribe the minimum wage and/or maximum hours of work and/or overtime 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 the TMA stakeholder engagement guidelines, systematically identify all project related stakeholders and their level of interest and/or impact they may have on the overall project at the earliest opportunity in the project design and or implementation.

b) Develop a methodical and appropriate approach to engage all stakeholders where stakeholders are able to raise concerns and where the supplier is able to provide updates and respond to the concerns raised.

c) Commit to respond to all issues raised by stakeholders in a timely and responsible way by establishing a project grievance redress mechanism and communicating the same to all stakeholders.

d) Document all engagement processes, communication and engagement between the supplier and stakeholders. Evidence of this may be requested periodically by TMA.

3.7 Terrorism, Organised Crime and Security

TMA suppliers shall:

a) Acknowledge that, for purposes of the Code, organised criminal activities include, but are not limited to, money laundering, human trafficking and smuggling, animal trafficking, drug dealing, purchase of illegal arms, cyber-crimes, child labour, kidnapping, and extortion.

b) Acknowledge that the United Nations Security Council defines terrorism as "criminal acts, including against civilians, committed with the intent to cause death or serious bodily injury, or taking of hostages, with the purpose to provoke a state of terror in the general public or in a group of persons or particular persons, intimidate a population or compel a government or an international organization to do or to abstain from doing any act."

c) Adopt comprehensive and proportionate policies and procedures and take action to prevent, to the maximum extent reasonably possible, TMA's resources from diversion to unintended purposes including exploitation by terrorist organisations and/or organised crime activities and/or their support networks and involvement with politically exposed persons.

d) Acknowledge and accept that TMA shall conduct a reasonable search of publicly available information to determine whether the supplier is suspected of any activity relating to terrorism, including terrorist financing, or organised crime.

e) Acknowledge and accept that TMA shall seek confirmation that the supplier does not appear on any country of operation lists of designated terrorist-related individuals, entities, or organisations, pursuant to national obligations arising from United Nations Security Council Resolution 1373.

f) Confirm that they are not involved and/or linked, including their employees, in any way and are not listed in their country of operation or any other as 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 the TMA Supplier Code of Conduct, that _____ **(*insert name of Party)*** intends to comply with the Code, and that its contents have been communicated to our staff or will be communicated to staff if I win the tender and the staff of our subcontractors who are or who will be involved in the delivery of our contract with TMA.

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

On behalf of Party: -

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

Title of Signatory: _____

Signature: _____

Date: _____

Stamp/ seal: _____

Annex 1: Bidders Conflict of Interest Form

Tender Number: .....

Tender Title: .....

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

I. Conflict of interest declaration

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

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

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

Either:

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

1. .....
2. .....
3. .....

or

B) I have no conflicts of interest to declare.

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

On behalf of vendor:

Organisation's name: _____

Title of Signatory: _____

Signature: _____

Date: _____