REQUEST FOR EXPRESSIONS OF INTEREST FOR INDIVIDUAL CONSULTANTS (ONLY)

NAME OF CLIENT: **TRADEMARK AFRICA**

PARTNER/BENEFICIARY: **NIGERIA NATIONAL SINGLE WINDOW SECRETARIAT**

CLIENT COUNTRY: **REPUBLIC OF GHANA**

REFERENCE NUMBER: **PRQ20260407**

ASSIGNMENT TITLE: **TRADE AND BORDER RISK MANAGEMENT EXPERT – NIGERIA NATIONAL SINGLE WINDOW**

DATE OF INVITATION: **11 November 2026**

SUBMISSION DEADLINE: **2 December 2026, *NO LATER THAN* 1300 HRS GMT+1**

SAP ARIBA LINK:
https://portal.eu.bn.cloud.ariba.com/dashboard/public/appext/comsapsbncdiscoveryui#/RfxEvent/preview/221000394?anId=ANONYMOUS

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SECTION I: REQUEST FOR EXPRESSION OF INTEREST NOTICE

Reference Number: **PRQ20260407**

Assignment Title: **Trade and Border Risk Management Expert – Nigeria National Single Window**

Project Name: **Nigeria National Single Window – Digital Trade Systems Programme**

Country: **Republic of Ghana**

1. TradeMark Africa has received financing from **The European Union** towards its support to the Nigeria National Single Window and intends to apply part of the funds toward payments under the contract for the Trade and Border Risk Management Expert – Nigeria National Single Window.
2. The individual consulting services ("the Services") include dedicated domain expertise and functional assurance in risk management, cargo clearance and border regulatory processes during the design and implementation of the risk-management component of the Nigeria National Single Window (NSW), working with the NSW Secretariat, the Nigeria Customs Service and other participating border regulatory agencies, and the NSW implementation firm. The Consultant will be expected to work on site in Abuja and Lagos for most of the assignment, with travel within Nigeria. The assignment will be undertaken over a period of twelve (12) months, with an estimated level of effort of between 180 and 210 days.
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. This request for expressions of interest is open to Individual Consultants only; consulting firms are neither eligible to submit applications nor allowed to front individual experts for the Services. Applications that 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, technical proposal and support documents; 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.
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+1**. 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 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. 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 **Federal Republic of Nigeria.**
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.

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

INDIVIDUAL CONSULTANT – TRADE AND BORDER RISK MANAGEMENT EXPERT FOR THE NIGERIA NATIONAL SINGLE WINDOW

1. INTRODUCTION

1.1. Nigeria National Single Window

The Nigeria National Single Window (NSW) is a strategic Government of Nigeria initiatiAve aimed at establishing an integrated digital platform through which traders and other parties involved in international trade can submit information and documentation required by government agencies through a single entry point. By improving information exchange and coordination among Customs and other border regulatory agencies, the Single Window is expected to simplify and streamline import, export and transit procedures, reduce duplication and processing times, improve transparency and compliance, and contribute to reducing the time and cost of cross-border trade. The initiative is therefore an important component of Nigeria's broader trade facilitation and economic competitiveness agenda.

1.2. National Single Window Secretariat

The National Single Window Secretariat serves as the central coordination mechanism for the implementation of the Nigeria National Single Window (NSW), working across government agencies and other stakeholders involved in cross-border trade. Given the multi-agency nature and complexity of the NSW, the Secretariat plays a critical role in coordinating implementation, facilitating alignment and collaboration among participating institutions, and supporting the timely resolution of cross-agency issues and implementation constraints. It also provides a focal point for coordinating the institutional, business process, change management and technology dimensions of the initiative, helping to ensure that these interconnected components are implemented in a coherent and coordinated manner and remain aligned with the overall objectives and expected results of the NSW.

1.3. TradeMark Africa

TradeMark Africa (TMA) is an African Aid-for-Trade organisation, founded in 2010 with the mission to grow intra-African trade and increase Africa's share in global trade, while helping make trade more inclusive and environmentally sustainable. TMA works closely with regional and continental organisations, national governments, the private sector and civil society to design and implement interventions that reduce the time and cost of trade, improve trade facilitation and strengthen the competitiveness of African economies. TMA's Strategy 3 (2023–2030) builds on the organisation's experience in trade facilitation and is anchored around six results portfolios: Trade and Investment Environment, Quality/Value of Traded Goods, Digital Systems, Physical Connectivity, Greening Trade and Resilience, and Inclusive Trade.

2. BACKGROUND TO THE ASSIGNMENT

The Government of Nigeria is implementing the Nigeria National Single Window (NSW) as a major trade facilitation and digital transformation initiative. Successful implementation of the NSW will require participating institutions and users to transition from existing processes, systems and institutional arrangements to new ways of undertaking import, export and transit-related regulatory processes. Implementation of a National Single Window is therefore not simply a technology implementation. It entails changes in business processes, institutional relationships, organisational responsibilities, competencies, behaviours and interactions between government agencies and the trading community.

One of the major aims of the NSW is to reduce unnecessary human intervention, duplication of controls and physical examination of cargo while providing participating agencies with sufficient confidence that revenue, compliance, safety, security and other regulatory risks are effectively identified and managed.

Effective risk management is therefore fundamental to achieving an appropriate **balance** between **trade facilitation** and **regulatory control**. It will enable participating agencies to differentiate between higher- and lower-risk transactions and apply interventions proportionate to identified risks. The World Customs Organization (WCO) Customs Risk Management Compendium provides internationally recognised guidance on establishing systematic approaches to risk management, including organisational risk-management frameworks and operational approaches to risk assessment, profiling and targeting. The underlying principle is to concentrate controls on higher-risk transactions while facilitating legitimate and lower-risk trade.

The risk-management environment will therefore extend beyond individual agency selectivity mechanisms. The NSW provides an opportunity to improve the use of information and intelligence across participating agencies, support appropriate coordination of risk assessment and regulatory interventions, and reduce situations in which the same consignment is subjected to multiple or unnecessary interventions by different agencies.

Risk management will also be considered across the broader cargo-clearance lifecycle, including pre-arrival assessment, clearance, inspection, release and post-clearance or post-release controls. This includes consideration of risks that may not be evident from an individual transaction, such as patterns of non-compliance, valuation risks, related-party transactions, potential collusion and other complex compliance risks.

A firm is already engaged to implement the NSW, including the risk-management component.

The National Single Window Secretariat, with the support of TMA, therefore intends to engage an experienced Trade and Border Risk Management Expert to provide dedicated domain expertise and functional assurance during the design and implementation of this component.

The consultant is not intended to duplicate the responsibilities of the NSW implementation firm or act as a technical system developer. The consultant will bring deep domain expertise in risk management, cargo clearance and border regulatory processes, working with the Secretariat, participating agencies and implementation firm to ensure that the risk-management component is operationally fit for purpose and supports achievement of the intended NSW results.

To safeguard the independence of this role, the consultant shall not have any current employment, contractual or ownership relationship with the NSW implementation firm or its subcontractors, and will be required to confirm this in a signed declaration before contract award.

3. OBJECTIVE OF THE ASSIGNMENT

The overall objective of the assignment is to support the design and implementation of a **robust, coordinated and intelligence-led risk-management environment within the NSW**, enabling Customs and other participating regulatory agencies to identify and manage risks effectively while reducing unnecessary interventions and facilitating legitimate trade.

The consultant will provide independent domain expertise throughout implementation to ensure that the risk-management component responds to the operational requirements of participating agencies, supports appropriate information sharing and coordinated interventions, addresses significant risk blind spots, and contributes to the intended NSW trade-facilitation and regulatory outcomes.

4. SCOPE OF WORK

The assignment will provide dedicated risk-management domain expertise throughout the implementation of the NSW risk-management component, with emphasis on ensuring that the resulting arrangements are

appropriate to Nigeria's operating environment and capable of supporting effective risk-based regulatory control.

a. **Assess and validate the NSW risk-management approach and requirements**, considering existing risk-management practices, mandates, regulatory requirements, cargo-clearance processes, available data and intelligence, control practices and intervention processes across Customs and other participating border regulatory agencies.
b. **Provide domain expertise and functional assurance throughout the design and implementation of the risk-management component**, working closely with the NSW Secretariat, participating agencies and implementation firm to ensure that agency-specific and cross-agency risk-management requirements are appropriately understood and reflected in implementation.
c. **Identify gaps, blind spots and additional requirements necessary for an effective NSW risk-management environment**, including requirements that may extend beyond the currently defined implementation scope. This may include opportunities for integration with scanning and other non-intrusive inspection equipment, relevant data and intelligence sources, existing government systems and other technologies that can strengthen risk assessment and targeting.
d. **Review the policies, and regulations** relevant to trade and cross-border risk management in Nigeria to ensure implementation is within the prescribed rules. Propose changes that would enhance compliance and facilitate trade for compliant traders.
e. **Support development of coordinated multi-agency risk management**, recognising both agency-specific regulatory risks and opportunities for appropriate information sharing, joint or coordinated risk assessment, and reduction of duplicated or unnecessary interventions across participating agencies.
f. **Support the appropriate integration of Post-Clearance Audit and other post-release controls into the overall risk-management approach**, enabling suitable risks to be managed after release rather than requiring intervention during clearance in every instance.
g. **Support validation, testing and continuous improvement of the risk-management arrangements**, including consideration of operational results, intervention levels, inspection outcomes, emerging risk patterns and feedback from participating agencies, and identification of corrective actions required to improve risk targeting and regulatory effectiveness.
h. **Support knowledge and capability transfer** to the NSW Secretariat and relevant participating agencies to strengthen their ability to oversee, operate and continuously improve the NSW risk-management environment.

5. KEY CONSIDERATIONS

The assignment should take into account the following key considerations:

a. **Multi-agency risk management:** Participating agencies have different regulatory mandates and risk concerns, while the NSW presents opportunities for appropriate information sharing, coordinated risk assessment and reduction of duplicated controls.
b. **Trade facilitation and regulatory control:** The need to reduce unnecessary human intervention and physical examination while maintaining confidence in the effectiveness of regulatory controls.
c. **Nigeria operating environment:** The scale and complexity of Nigeria's import and export environment, cargo-clearance processes, ports and other entry points, participating institutions and prevailing risk patterns.
d. **End-to-end risk management:** Risk management should consider the wider clearance lifecycle, including pre-arrival, clearance, inspection, release and post-clearance/post-release controls.
e. **Data, intelligence and integration:** The availability, quality and appropriate sharing of information required for effective risk assessment, including opportunities to integrate relevant systems, scanning and inspection technologies and historical compliance information.

f. **Complex risks:** The need to identify risks that may not be evident from individual declarations, including patterns of behaviour, related-party transactions, potential collusion and other sophisticated compliance risks.

g. **Existing implementation arrangements:** The NSW implementation firm is already responsible for delivery of the risk-management component. The consultant's role is therefore primarily to provide domain expertise, functional assurance and implementation support, rather than undertake technical system development

6. DELIVERABLES

The assignment will be **results-oriented**. Preparation of assessments, reports and recommendations will constitute important inputs but will not, by themselves, represent successful delivery. The consultant will be expected to demonstrate substantive contribution to the quality, operational relevance and effectiveness of the risk-management arrangements implemented under the NSW.

a. **Inception, Baseline and Risk Management Assessment**: Assessment of the existing risk-management environment, agency requirements, cargo-clearance and control arrangements, key risks, gaps and implementation requirements, together with a prioritised work plan for the assignment.

   Due date: draft within four (4) weeks of contract signing; final vession within one (1) week of receipt of consolidated comments.

b. **Risk Management Functional Review and Recommendations:** Review and validation of the proposed risk-management design and functional requirements, including identified gaps, additional requirements, multi-agency considerations, integration opportunities and recommendations for strengthening the solution.

   Due date: draft within three (2) months of contract signing; final version within one (2) weeks of receipt of consolidated comments.

c. **Implementation and Operational Assurance Support:** Hands-on expert support throughout implementation, including participation in relevant functional and operational discussions, review of implementation outputs, support to testing and validation, identification and resolution or escalation of gaps, and recommendations for continuous improvement. Performance shall be assessed based on evidence of implementation support, issues identified and addressed, and improvements incorporated into the risk-management arrangements.

   Due date: continuous throughout the assignment, evidenced through quarterly implementation assurance reports submitted within ten (10) working days of the end of each quarter; the final quarter's report to be consolidated into the Final Risk Management and Sustainability Assessment.

d. **Capacity Transfer:** Structured knowledge and capability transfer to the NSW Secretariat and relevant participating agencies to strengthen their ability to oversee, operate, evaluate and continuously improve the NSW risk-management environment.

   Indicative due date: capacity transfer plan within three (3) months of contract signing; delivery of capacity transfer activities from month seven (7) to month eleven (11); capacity transfer completion report by the end of month eleven (11).

e. **Final Risk Management and Sustainability Assessment:** Assessment of the implemented risk-management arrangements against agreed requirements and intended outcomes, including outstanding gaps and risks, lessons learned, priority actions and recommendations for continued improvement.

   Due date: draft within eleven (11) months of contract signing; final version within two (2) weeks of receipt of consolidated comments and no later than the end of the contract period.

7. DURATION

The assignment will be undertaken over a period of twelve (12) months. With an estimated level of effort of between 180 and 210 man-days.

The consultant is expected to be substantially engaged throughout. Candidates should quote an all-inclusive daily professional fee, exclusive of reimbursable travel costs (see Section 8). The level of effort is indicative, and payment will be made for actual mandays and the performance related deliverables.

8. REPORTING AND WORKING ARRANGEMENTS

The consultant's primary reporting line will be to the **Director, National Single Window Project and Head of Secretariat**. The consultant will work closely with and support the **National Single Window Secretariat**, operating as an integral part of the wider NSW implementation environment. The consultant will work closely with the Nigeria Customs Service, other participating border regulatory agencies, and the firm responsible for implementation of the NSW risk-management component, as required to deliver the assignment.

Within TMA, the consultant will report to the **assigned Project Lead within the Digital Trade Systems Programme**.

While daily attendance at the Secretariat is not required, the consultant will be expected to work on site in Abuja and Lagos for most of the assignment in order to engage effectively with the Secretariat, participating government agencies and private-sector stakeholders. Remote working will be limited and subject to agreement with the Head of Secretariat.

The consultant will be required to travel within Nigeria. During inception, the consultant will undertake an assessment mission to the major cargo clearance locations, including but not limited to the principal seaports, airports and land border stations, to inform the readiness baseline and stakeholder assessment. Thereafter, travel is expected to average approximately two (2) trips per month during periods of intense implementation and rollout activity and one (1) trip per month during less intense periods.

Candidates shall include in-country travel costs (transport, accommodation and subsistence) as a separate reimbursable line in their financial proposal, distinct from the daily fee. For pricing purposes only, candidates should assume the inception familiarisation mission plus [16] trips of up to [3] days each over Months 2 to 12. This travel profile is indicative only and does not commit TMA or the NSW Secretariat to any minimum or maximum level of travel. Any travel that would exceed this ceiling will be subject to prior written agreement and the availability of funds.

9. REQUIRED EXPERTISE AND EXPERIENCE

9.1 Academic Qualifications

- A university degree in Customs, International Trade, Economics, Business/Commerce, Risk Management, Computer Science/IT, Statistics/Data Science or another relevant discipline.
- Relevant professional qualifications or specialist training in Customs, risk management, compliance, audit, trade facilitation or related areas will be an added advantage.

9.2 Professional Experience

- At least ten (10) years of relevant professional experience, with substantial practical experience in border management, cargo clearance, risk management, compliance or related functions.
- Demonstrated practical experience in the design, implementation, operation or review of risk-management frameworks or systems within Customs or other border regulatory environments.
- Strong practical understanding of import, export and cargo-clearance processes, including risk assessment, profiling, selectivity, targeting, inspection and release.
- Demonstrated understanding of multi-agency border management and the different risk and regulatory requirements of agencies participating in import and export processes.
- Experience in the implementation or operation of a Single Window or other multi-agency clearance platform will be an advantage.
- Understanding of the role of non-intrusive inspection/scanning, intelligence, data analytics, system integration and post-clearance audit within an effective risk-management environment.
- Demonstrated ability to work effectively with technology and implementation teams and translate operational and regulatory requirements into functional requirements, without necessarily being a technical systems specialist.
- Strong analytical and problem-solving capability, including the ability to identify gaps and emerging or complex risks and recommend practical responses.
- Experience working directly with the Nigeria Customs Service, other Nigerian border regulatory agencies and/or Nigerian port and border clearance processes will be a strong advantage; experience with Customs or border regulatory agencies' processes in other ECOWAS member states will be an added advantage.
- Strong stakeholder engagement and communication skills, including the ability to engage effectively with senior government officials, operational personnel and technical implementation teams.

10. 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.

11. 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 has signed and meets all the requirements of the TMA Supplier Code of Conduct.	
2	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.	Criterion	Scoring Guidance	Max. Marks
1	**Academic and professional qualifications**	Degree in Customs, International Trade, Economics, Business/Commerce, Risk Management, Computer Science/IT, Statistics/Data Science or other equivalent discipline: **5 marks.** Professional certification or specialist training (certificate issued) in Customs, risk management, post-clearance audit, compliance, audit or trade facilitation: 8 **marks.** Attendance at workshops or conferences does not count.	13
2	General professional experience in the trade facilitation domain (Experience in environments comparable to Nigeria)	Relevant experience in this case includes roles or assignments relating to international trade, Customs, ports, logistics or trade facilitation, whether in government, development programmes or the private sector. Aspects of environments comparable to Nigeria include: - Complex land border, airports and port operations	15

No.	Criterion	Scoring Guidance	Max. Marks
		- Multiple regulatory agencies involved in cargo clearance with some having overlapping mandates. - High government revenue consideration in policies - High level of inefficiency in cargo clearance Years of experience: • At least 10 years cumulative experience – 9 marks • 7 to 9 years – 5 Marks • Fewer than 7 years: 0 marks Specific experience with Single Window implementation – 6 Marks	
3	**Multi-agency risk management**	Demonstrated experience in multiagency Risk Management: assignments/roles led or supported involving coordinated or joint risk management or interventions across agencies: • 1 assignment/role – 12 marks • 2 assignments/roles – 20 marks Duration of Experience in multiagency Risk Management: • Over 10 years – 10 Marks • 5 to 10 years – 5 marks • Less than 5 years – 0 Marks	30
4	**Non-intrusive inspection, intelligence, data analytics and system integration**	Experience is evidenced within a risk-management assignment/role in the application of: • scanning/non-intrusive inspection – 7 marks • data analytics for risk profiling including integration of systems or external data sources into risk assessment – 7 marks	14
5	**Working with technology and implementation teams**	Assignments/Roles (at least 1) as functional lead, subject-matter expert or business analyst on a digital system implementation: 7 Marks	7
6	**Nigeria or regional experience**	Roles or assignments with the Nigeria Customs Service, other Nigerian or ECOWAS border regulatory agencies or Nigerian port and border clearance processes: The experience must span at least 5 years to count. • Experience in Nigeria : 14 Marks • Experience in ECOWAS country : 7 Marks	14

No.	Criterion	Scoring Guidance	Max. Marks
7	**Regulatory review**	Assignments (at least 1) involving the reviewing or drafting Customs or border agency-related regulations or procedures – 7 marks.	7
		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 **PRQ20260407** for **Trade and Border Risk Management Expert – Nigeria National Single Window** 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.
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 Border Risk Management Expert – Nigeria National Single Window}
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 Border Risk Management Expert – Nigeria National Single Window**, Reference Number **PRQ20260407**, 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, comprising an all-inclusive daily professional fee and reimbursable in-country travel costs as described in Clauses 7 and 8 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				
4				
	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: _____