REQUEST FOR PROPOSALS (RFP) - SELECTION OF CONSULTANTS

TENDER TITLE:	**CONSULTANCY SERVICES TO CONDUCT BASELINE STUDY FOR TMA DRC FCDO PROGRAMME**
TENDER NUMBER:	**PRQ20240170**
ISSUE DATE:	**7TH AUGUST 2024**
DUE DATE:	**28TH AUGUST 2024 AT 1600HRS EAT TIME**

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General

1. This Request for Proposal (RFP) and the instructions for compiling and submitting your Proposal are designed to help you produce a Proposal that is acceptable to TMA as well as ensuring that Proposals are given equal consideration. TMA will select the most economically advantageous tender. It is essential, therefore, that you provide the information requested in the specific format and no other.

2. **TRADEMARK AFRICA (TMA) is not bound to accept the lowest price, or any, proposal. We also reserve the right to request any, or all, Consultants to clarify the proposals submitted**.

Instructions to Consultants

3. Pre-submission meeting

A Pre-submission meeting will not be applicable for this process.

4. Costs and Charges

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

5. Language of Proposal

The proposal, as well as all correspondence and documents relating to the proposal exchanged between the consultant and TMA shall be written in the **ENGLISH** language. Any other language shall lead to disqualification of the proposal. In cases where there is a translation, it must be endorsed by an authorised translator.

6. Only One Proposal

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

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

a copy of the JV agreement entered by all members,

or

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

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

7. Validity

The proposals must remain valid for not less than **120 days** from the date of submission. TMA shall endeavour to complete the evaluation and communicate within this period. The proposals shall be prepared in indelible ink, and it shall contain no interlineations or overwriting, except as necessary to correct errors made by the Consultant. Any such corrections must be initialled by the person(s) who sign(s) the proposals.

8. Clarifications and Amendments

Enquiries must only be for the purposes of clarifying the content of this RFP. All enquiries must clearly specify the tender title, number, section being queried and should be emailed to **procurement@trademarkafrica.com**.

Interested Consultants may request for clarifications on this RFP up to **seven (7)** days before the submission date. TMA will endeavour to reply within three (3) working days of receipt of the sought clarification(s) to any reasonable request for explanation. It will be at TMA's discretion to provide additional information where necessary.

Final clarifications with TMA's responses will be shared with all potential Consultants and/or made public on the prescribed website. Consultants are advised to frequently check the prescribed website for updates for review and consideration in preparation of their submissions.

Should TMA deem it necessary to amend the RFP, because of clarifications, it shall do so by issuing an amendment in writing or by standard electronic means. The amendment shall be sent to all Consultants and will be binding on them. TMA may extend the proposal submission deadline to give the Consultants reasonable time to take an amendment into account in their proposals.

9. Eligibility

This assignment is eligible to firms and consortiums only. Application received from individual consultants shall be automatically disqualified.

TMA permits Consultants (firms, including JVs and their members) from all countries to offer consulting services for TMA-financed projects.

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

a) **Sanctions:** A firm or an individual sanctioned by TMA in accordance with the Supplier Code of Conduct, shall be ineligible to be awarded or benefit from a TMA-financed contract, financially or otherwise, during such period of time as TMA shall determine.

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

b) **Prohibitions:** Consultants and individuals of a country or goods manufactured in a country may be ineligible if indicated in TMA's Supplier Code of Conduct and:

- as a matter of law or official regulations, the recipient's country prohibits commercial relations with that country, provided that TMA is satisfied that such exclusion does not preclude effective competition for the provision of services required; or
- by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the recipient's country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.

c) **Restrictions for Government-owned Enterprises:** Government-owned enterprises or institutions in the recipient's Country shall be eligible only if they can establish that they (i) are legally and financially autonomous, (ii) operate under commercial law, and (iii) that they are not dependent agencies of TMA.

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

d) **Restrictions for public employees:** Government officials and civil servants of the recipient's country are not eligible to be included as experts in the Consultant's proposal unless such engagement does not conflict with any employment or other laws, regulations, or policies of the Recipient's country, and they

- are on leave of absence without pay, have resigned or retired;
- are not being hired by the same agency they were working for before going on leave of absence without pay, resigning, or retiring;
  (in case of resignation or retirement, for a period of at least six (6) months, or the period established by statutory provisions applying to civil servants or government employees in the recipient's country, whichever is longer. Experts who are employed by the government-owned universities, educational or research institutions are not eligible unless they have been full time employees of their institutions for a year or more prior to being included in consultant's proposal); and
- their hiring would not create a conflict of interest.

10. Format of Your Proposal

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

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

11. Part A Preliminary Requirements

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

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

Failure to submit the above requirements may lead to disqualification.

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

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

12. Part B Executive Summary

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

13. Part C General and Technical Proposal

Your technical submission should contain the following:

a) Signed and stamped Technical Bid Submission Form (**Annex 2**);

b) The firm's previous relevant experience should include the client's contact details, description of the assignment undertaken, start and end dates of each assignment. Refer to **Annex 3** in this RFP;

c) Technical response (including method of implementation and your proposed quality assurance mechanisms);

d) A list of the names and designation of all proposed experts/key personnel who will work on this project. Please clearly indicate the positions/roles to be played by the personnel to match those requested for in the Terms of Reference (ToRs). The team composition template is **Annex 4** in this
RFP;

e) The Curriculum Vitae (CVs) of proposed experts with information relevant to this project to support the proposed expert for this assignment. The CV template is **Annex 5** in this RFP;

f) **Only one (1) CV** shall be submitted for each of the proposed key expert position. If more than one
CV is submitted for the same position, only the first CV will be evaluated; and

g) Consultants must confirm that their proposed key expert will be available to provide the required services for the duration of the contract.

NOTE:

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

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

14. Part D Financial Proposal

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

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

- Signed and stamped Financial Bid Submission Form (**Annex 6**); and
- Pricing details using the enclosed pro-formas. Besides completing proforma 1, bidders must complete proformas 2, 3 and 4 on a fees and expenses basis to demonstrate the cost breakdown of the milestone payments. Innovation is encouraged in the development and pricing of technical and commercial proposals (**See Annex 7 for Templates**).
- The financial proposal should not be combined with the technical proposal but should be submitted as a separate document.
- The financial proposal **MUST be in PDF and password protected.**

b) Currency of Proposal: The financial proposal shall be stated in ***United States Dollars ($)***.

c) Taxes:

- The financial proposal should clearly estimate, as a separate amount, the different applicable taxes, duties, fees, levies, and other charges imposed in **The Democratic Republic of Congo (DRC)** under the Applicable law, on the Consultants, the sub-Consultants, and their experts (other than nationals or permanent residents of the Country).
- The consultant, its sub-Consultants and experts are responsible for meeting all tax liabilities arising out of the Contract unless stated otherwise in this RFP. The Consultant is required to obtain information on taxes in the Country where the contract is to be implemented.
- The resultant Contract will be domiciled in **The Democratic Republic of Congo (DRC)**.
- TMA funds shall not be used to meet the cost of any Value Added Tax (VAT).

- Consultants should clearly breakdown and separate the tax components in their financial proposals to facilitate evaluation of the financial proposals.

15. Confirmation of Experience Letter / References

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

16. Sustainability Considerations

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

17. Evaluation Criteria and Process

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

18. Technical Evaluation

The technical evaluation will be based on a scoring system marked out of a maximum score of **75 Marks**. Only proposals that score a minimum of **52.5 marks out of possible 75 marks** will be deemed to be "technically responsive".

The detailed evaluation criteria are provided below:

#	EVALUATION CRITERIA	Weighting
Firm's Qualifications and Experience (25 Marks)		
1.	At least 5 years of experience in feasibility or socio-economic studies and baselines	5
2.	Demonstrated experience of undertaking three (3) similar assignments within the last 5 years-each assignment undertaken should be equivalent to a minimum contract sum of USD 30,000. (Marks shall only be awarded basing on evidence provided i.e. Certificate of Successful Completion)	10
3	Demonstrated experience in providing two (2) similar Services in any of the TMA countries of operation. (Marks shall only be awarded basing on evidence provided i.e. Certificate of Successful Completion)	5
4	3 previous client reference/s and recommendations for any of the assignments. The reference/recommendation letters should clearly indicate the assignments, client name and contacts, contract value, nature of work and deliverables achieved.	5
Personnel Qualifications and Competence (35 Marks)		

4.	Provide Comprehensive CVs of proposed personnel to undertake the assignment. The team shall be composed of one traffic survey specialist, supported by 2 core team members. **Team Leader (15 Marks)** • A master's degree in development studies, Economics or relevant Social Sciences • Experience of undertaking research on and/or evaluations of trade facilitation programmes. • Knowledge of trade issues (such as regional integration, trade facilitation). The bidder will have to demonstrate expertise in the design of traffic surveys and/or related baseline measurement studies. • Demonstrated comparable experience in implementing similar assignments in more than one country in Africa EAC (provide evidence) • Demonstrated understanding of border and traffic operations in the Africa • Strong stakeholder management skills and ability to work flexibly with donors, partner countries, private sector entities; demonstrated ability to manage and sensitive relationships tactfully and productively. • Demonstrated experience of undertaking three (3) similar assignments within the last 3 years • Strong communication skills • Advantageous if the Team leader is proficient in French and English. **Core team members (2 members, 10 Marks Each)** • A bachelor's degree in development studies, Economics or relevant Social Sciences • Experience of undertaking research on and/or evaluations of trade facilitation programmes. • Knowledge of trade issues (such as regional integration, trade facilitation) • Demonstrated understanding of border and traffic operations in the EAC, SADC and West African Regions. • Nationals Or Residents of any of the EAC, SADC and West African member states are preferred, depending on where the particular border or port to be surveyed • Strong stakeholder management skills and ability to work flexibly with donors, partner countries, private sector entities; demonstrated ability to manage and sensitive relationships tactfully and productively. • Demonstrated experience in implementing similar assignments in African countries • Demonstrated experience of undertaking three (3) similar assignments within the last 3 years. • Strong communication skills. • Advantageous if the Team leader is proficient in French and English.	35
Methodology (15 Marks)		

5.	BRIEF METHODOLOGY Please set out a brief methodology of how you intend to undertake the assignment if shortlisted and selected. Areas of focus should include: • Approach (5 marks) • Anticipated issues, challenges and mitigation (5 marks) • Stakeholder engagement (5 marks)	15
TOTAL TECHNICAL SCORE		**75**

*Bidders who achieve the minimum technical score of **52.5 Marks** out of **75 marks** will qualify for the financial evaluation.*

The weight given to the technical proposal shall be **70%** and the weight given to the financial proposal shall be **30%**.

19. Financial Evaluation

All substantially responsive proposals that score **70 marks or more** out of 100 marks from the ***technical evaluation*** shall have their financial proposals evaluated.

The formula for determining the financial score (SF) shall be as follows:

Sf = 30% x fm/f where:

Sf = is the financial score

Fm is the lowest fees quoted and

F is the fees of the proposal under consideration.

The lowest fees quoted will be allocated the maximum score of **30%.**

The bidder's proposals will be ranked according to their combined technical score (st) and financial score (sf) and weighted accordingly. The formula for the combined scores shall be as follows: S = ST x T% + SF x P%

Where:

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

St is the technical score

Sf is the financial score

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

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

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

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

20. Negotiation

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

21. Packaging, Submission and Delivery of Tenders

All submissions must be submitted via TMA's procurement mailbox using the email address, **procurement@trademarkafrica.com** on or before **28 August 2024 at (1600hrs EAT Time)**.

Please note that the maximum size of each email with attachments must not exceed **5MB**. The Technical and Financial proposal shall be submitted **as two separate documents in PDF format**, in the same email or as separate emails.

Both Technical and Financial proposal **MUST be password protected.**

22. Late tenders.

No late tenders will be accepted. **No** special pleadings will be accepted. Faxed or hard copy proposals/samples shall be rejected.

23. Complaints

Any questions, queries or concerns about the procurement process should be raised directly with the Head of Procurement in the first instance via **procurement@trademarkafrica.com** , who will address the matters raised. If the matter is not satisfactorily resolved, the complainant is encouraged to write to **complaints@trademarkafrica.com**.

24. Deviations, Reservations, and Omissions

During the evaluation of bids, the following definitions apply:

- "Deviation" is a departure from the requirements specified in the Bidding Document;
- "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and
- "Omission" is the failure to submit part, or all of the information or documentation required in the Bidding Document.

25. Determination of Responsiveness

TMA's determination of a bid's responsiveness is to be based on the contents of the bid itself. A substantially responsive bid is one that meets the requirements of the Bidding Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that,

- if accepted, would: -
  - Affect in any substantial way the scope, quality, or performance of the Works specified in the Contract; or
  - Limit in any substantial way, inconsistent with the Bidding Document, the Employer's rights or the Bidder's obligations under the proposed Contract; or
- If rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive bids:

- The Employer shall examine the technical aspects of the bid submitted in accordance with Invitation to Consultants (ITC), Technical Proposal in particular, to confirm that all requirements have been met without any material deviation, reservation, or omission; and
- If a bid is not substantially responsive to the requirements of the Bidding Document, it shall be rejected by the Employer and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

26. Nonconformities, Errors, and Omissions

- Provided that a bid is substantially responsive, the Employer may waive any non-conformity in the bid.
- Provided that a bid is substantially responsive, the Employer may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the bid. Failure of the Bidder to comply with the request may result in the rejection of its bid.
- Provided that a bid is substantially responsive, the Employer shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price may be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component.

27. TERMS OF REFERENCE

CONSULTANCY SERVICES FOR PROVISION OF TANZANIA REVENUE AUTHORITY (TRA) NON-INTRUSIVE INSPECTION(NII) TRAINING NEEDS ASSESSMENT

1. Introduction

TradeMark Africa (TMA) is a leading African Aid-for-Trade organisation that was established in 2010, with the aim to grow intra-African trade and increase Africa's share in global trade, while helping make trade more pro-poor and more environmentally sustainable.

TMA operates on a not-for-profit basis and is funded by: The Bill & Melinda Gates Foundation, Canada, Denmark, the European Union, Finland, France, Ireland, the Mastercard Foundation, the Netherlands, Norway, the United Kingdom, and the United States of America. TMA works closely with regional and continental inter-governmental organisations, national Governments, the private sector, and civil society.

Since its inception, TMA has delivered substantial gains for trade and regional economic integration in East Africa and the Horn of Africa, including a reduction of 16.5% in cargo transit times on the Northern Corridor from Mombasa to Bujumbura, and a reduction of an average of 70% in the time taken to cross selected one stop border posts. TMA officially launched its continental-wide shift and rebrand in West Africa in January 2023, with Ghana being the first country of operations in the region.

In 2022, TMA set up a catalytic finance company – Trade Catalyst Africa (TCA) – that will pilot commercially viable projects for creating trade infrastructure (both physical and digital) as well as increasing access to Trade Finance for Small and Medium Enterprises (SMEs).

Both TMA & TCA and TCA's headquarters are in Nairobi, Kenya. Offices are in: EAC Secretariat – Arusha, Burundi, the Democratic Republic of Congo, Djibouti, Ethiopia, Ghana, Malawi, Rwanda, Somaliland, Tanzania, Uganda, and Zambia with operations in Benin, Mozambique, South Sudan, Togo and will soon be in Nigeria. For more information, please visit www.trademarkafrica.com

2. Context of the Assignment

In its Strategy 1 (2011-17) and Strategy 2 (2017-23) TMA developed a number of border posts with grant funding from FCDO all of which have provided a significant reduction in crossing times ranging from 45% to 86%. These border post include Busia OSBP (Kenya- Uganda), Kagitumba-Mirama Hills OSBP (Rwanda-Uganda), Holili-Taveta OSBP (Kenya-Tanzania), Mutukula OSBP (Tanzania-Uganda), and Kobero-Kabanga (Burundi-Tanzania). Others are Nimule-Elegu (South Sudan- Uganda), Tunduma (Tanzania) and Goli-Mahagi (DRC- Uganda) which is under construction. TMA is now aiming to work with the Government of DRC, the provincial authorities in Ituri to support the development of Mahagi border post into a fully-fledged One Stop Border Post (OSBP).

TMA signed an MoU with the Democratic Republic of Congo (DRC) in March 2017, which was renewed in December 2022. With funding from the United Kingdom (FCDO), the Netherlands, and the European Union, since March 2017, TMA has been involved in various projects in the DRC, related to the aforementioned strategic objectives. These include the modernization of the Port of Kalundu (Uvira, South-Kivu), the construction of the one stop border posts (OSBP) at Mahagi (Ituri) and Ruzizi II (South-Kivu) borders, the deployment of the Regional Electronic Cargo Tracking (RECTS) on the northern corridor in the east of the DRC as well as the support for the modernization of Customs Management System (ASYCUDA). In addition, TMA is implementing a Women in Trade Programme in Kivus and developed a market access (linkages) for SMEs in Goma and Bukavu.
Moving on to Strategy 3, TMA has received additional support for the complete the phased approach to specific interventions in DRC as detailed below.

- **Mahagi OSBP**

Mahagi is a busy border in the north eastern frontier of DRC with Uganda. It is approximately 149 km (unpaved RN 27) from the town of Bunia, the provincial capital of Ituri Province. Mahagi is a juxtaposed to the border of Goli across River Nyibola which acts as a natural boundary separating Uganda and the Democratic Republic of Congo. TMA in collaboration with the GoDRC and provincial Government has worked to improve the facilities, processes and procedures (OSBP) at the Mahagi border posts. However, due to inadequate funding it was proposed the project to be implemented in phases. It is expected that higher efficiency will be achieved if the facilities at Mahagi border are upgraded and operational capacity enhanced. It is in this view that TMA is mobilising funding for investing in improving the border facilities and operational capacity to facilitate efficient and cost-effective trade flows across the border.
TMA in collaboration with the GoDRC and the support of FCDO has embarked in an effort to improve the infrastructure facilities at the border of Mahagi. TMA recruited a consultant to develop a Master Plan of infrastructure that would transform Mahagi border post into an efficient OSBP. The prioritised

interventions aimed for trucks to enter the OSBP facility, be efficiently processed and exit the OSBP with minimum hindrances. The proposed interventions include a paved parking, an inspection shad/warehouse, a fence, an entry & exit gates, an administration bloc capable of housing the DRC and Uganda officials, a paved road, provisioning of clean water at the border and upgrade the bridge on the side of DRC.

However, due to lack of adequate funding the project has been implemented in phases. Some key components such as the road, bridge maintenance and the Cross Border Market (CBM) have yet to be implemented. It is expected that higher efficiency will be achieved if the facilities at Mahagi are fully upgraded and operational capacity enhanced. It is in this view that TMA is mobilising funding for investing in improving the border facilities and operational capacity to facilitate efficient and cost-effective trade flows across the border.

- **Customs Management System (ASYCUDA World)**

TMA supported the DRC Customs (DGDA) to upgrade the Customs Management System (ASYCUDA World) to the latest version as well as developing new modules/functionalities. The project will improve the customs control effectiveness and reduce trade barriers in the DRC by introducing modern border management practices: Reduce non-tariff barriers (NTBs) and illegal and fictitious international trade in order to protect the economy of the DRC and neighbouring countries; Automate the risk management and rationalize the selectivity by making it dynamic in order to reduce customs clearance time and facilitate trade; Develop new and improved e-applications and adopt the use of new mobile terminals to modernize and streamline the customs clearance and improve the efficiency of customs control. During the completed phases, the modules were developed and deployed in a test environment and the data centre was upgraded with new ORALCLE hardware and software. However, the upgrade of Customs Management System to the latest version, the deployment of the newly developed modules in production, the training and knowledge transfer on the new modules, the deployment of the system in the targeted Eastern DRC offices are in jeopardy due to the programme budget reduction.

- **Regional Electronic Cargo Tracking (RECTS**)

TMA is supporting the DRC Customs Administration (DGDA) to extend the Regional Electronic Cargo Tracking System (RECTS) along the Northern Corridor to DRC. The introduction of an Electronic Cargo Tracking System on Northern Corridor (from the Port of Mombasa) will reduce transit related costs by reducing transit time; reduce physical inspections by customs transactions due to reduced risks. The RECTS was deployed in the DRC Customs office in Kampala an is fully functional. The monitoring centres in Bukavu, Goma, Kinshasa and Mombasa were fitted with furniture and ICT equipment but are not connected to the regional system yet. Training of the Customs officers, setup Rapid Response Units (RDU), acquire DRC electronic seals, the monitoring centre at Mahagi and connecting the monitoring centres lacks adequate funding due to the budget restructuring.

As part of the start-up activities for effective programme management, there is a need to establish a starting point for the various interventions through the creation of baselines and targets, which are the core focus of this ToR.

3. Objectives of the Baseline Study

The purpose of this baseline study is to establish a starting point for monitoring and evaluating the performance of the project. This study will provide insights into the current situation at Mahagi OSBP in relation to the planned interventions, which will provide valuable information towards the establishment of targets that will show project achievement. It will establish baselines based on the identified indicators set out to monitor the project.

To facilitate this process, TMA wishes to engage the services of a Consultancy firm to collect baseline data and contextual statistics based on the current project set up and design. The baseline data will focus on the outcome indicators developed. This consultancy firm will also identify any additional indicators that will be beneficial to track the programme monitoring during the life of the project.

4. Indicators to support the Baseline Assessment

Current information on the following contextual settings and specific indicators that will be used to assess progress at the outcome level will be generated by the baseline study:

a. The performance of the Mahagi OSBP based on beneficiary feedback for user satisfaction. A Beneficiary or User Satisfaction survey will be undertaken.
b. Cost and Time taken to process goods and persons crossing the border (including Customs system downtime)
c. The number of border users who have experienced significant improvements in their livelihoods and/or access to improved services at Mahagi OSBP based on past phased interventions carried out.
d. Current traffic and throughput at Mahagi OSBP
e. Knowledge and awareness of traders on border requirements and procedures (disaggregated by borders).

5. Scope of Work

The draft log frame (close to completion) for the programme will provide the context to the key outcome indicators for which data will be collected.

The following is the envisaged scope of work:

a. Collection on baseline data for all identified indicators in section 4 above. This shall include both desk review and undertaking a field survey to obtain both historical and current data.
b. Develop data collection tools corresponding to the identified indicators, to be used in collecting data.
c. Train research assistants/enumerators to ensure grounded understanding of the tools and assignment objectives.
d. Data processing and analysis using generally accepted statistical data analysis software (quantitative and qualitative).
e. During the data analysis process, the consultants shall be required to provide the programme team with access to information to ascertain accuracy of interpretation and conclusion based on submitted raw data.
f. Conduct relevant stakeholders/ respondents for interviews and focused group discussions where applicable. Presentation of the draft report for validation by TMA and relevant stakeholders.
g. Prepare and submit high quality detailed final baseline report.

h. Provide final validated raw data (both quantitative and qualitative) to TMA in appropriate format.

As specified in section 4, the study will also determine current traffic flow for freight and passenger vehicles which transit the Mahagi border through a structured **Time, Cost and Traffic survey**. This survey will also identify any challenges faced at the border and undertake a **User Satisfaction survey** of the current facilities at Mahagi OSBP. The surveys are anticipated to generate the data that will respond to the specific indicators identified.

As part of the traffic survey, the following **costs** associated with using the border will be determined from the sample trucks in the survey:

- Freight costs
- Direct costs (insurance/licensing, permit costs, storage, clearing and forwarding)
- Indirect costs (e.g. truck turnaround time)

Commodity types carried in the sampled traffic will be established as much as possible based on in the following major commodity groups:

- Containerised goods.
- Bulk goods.
- Break bulk goods.
- Goods carried in reefer trucks/reefer containers; and
- Liquid Bulk.

Interviews will be undertaken in order to capture for each of the commodity types the following:

- Origin of these commodity types.
- Destination of these commodity types.
- Nature/type of commodity being transported based on documentation available.
- Weight of commodity being transported based on documentation available in metric tonnes.
- Value of commodity being transported based on documentation available.
- Time taken to move from origin to destination.

Triangulation of information and data from various sources will be crucial for evidence-based findings. The baseline evaluation will also integrate gender considerations. The consultancy firm is expected to engage with internal and external stakeholders to collect data from primary and secondary sources. The consultancy firm is expected to prepare a comprehensive baseline report once all the data has been collected and organized.

6. Deliverables

The deliverables expected in this assignment will include but not limited to:

a. Inception Report: This report is expected to be submitted, at **least two weeks** before the data collection starts. The inception report needs to be approved by TMA Director of Results and Impact.
b. Draft Baseline Report.
c. Validation meeting and presentation of the draft baseline report to TMA for feedback; and

d. Final Baseline Report (2 printed copies and a soft copy in MS Word).

The **Final Baseline Report** should contain the following key sections:

a. Executive summary presenting the major baseline findings.
b. Country context in relation to the respective project being implemented.
c. Baseline objectives and scope.
d. Description of the methodology and approach used;
e. Any limitations in the application of the methodology and approach.
f. Description of the assessment context and process including its constraints and challenges.
g. Detailed findings on key indicators including contextual data/ information.
h. Validated raw data on accessible formats submitted together with the final report; and
i. Relevant annexes (list of respondents, data collection tools, ToRs etc).

7. Management of the Evaluation

The baseline study will be managed by TMA's Results and Impact unit working with the DRC Country programme, who will have overall responsibility for the management of the baseline development process, including hiring and managing the team of external consultants (firm), ensuring the quality and independence of the evaluation and guaranteeing its alignment with TMA Standards and Ethical Guidelines. Progress updates should be provided weekly to ensure effective communication and coordination throughout the evaluation process. The final baseline Report will be approved by the TMA Director of Results and Impact.

8. Timelines

The timeframe of the assignment will be **45 Days.** The Consultancy firm will provide an inception report within **15 working days** from the first day of the contract date outlining their plans for achieving the objectives of this consultancy including a workplan of specific activities to be undertaken with clear milestones, timeframes, and deliverables.

9. Key Firm Requirements

Applying firms should possess the following requirements:

- The firm or consortium must demonstrate at least five (5) years' experience in undertaking baselines for infrastructure projects using qualitative and quantitative data collection and analysis methods.
- Demonstrated understanding of border and traffic operations, preferably in Africa
- A team leader with at least 10 years' experience in leading data collection assignments and demonstrable expertise in the design of traffic surveys and/or related baseline measurement studies.
- Core team members with experience in designing and implementing large scale micro-data surveys.
- Core team members with knowledge of trade issues, particularly in Africa.

ANNEX 1: TMA'S SUPPLIER CODE OF CONDUCT

This document is shared as a separate document to the tender document.

ANNEX 2: TECHNICAL BID SUBMISSION FORM TECHNICAL BID SUBMISSION FORM

[The Bidder shall fill in this Form in accordance with the instructions indicated No alterations to its format shall be permitted and no substitutions shall be accepted.]

Date: _____ *(insert date (as day, month and year) of Bid Submission)*

To: **TRADEMARK AFRICA**
Fidelity Insurance Centre,
P O Box 313 00606,
Nairobi, Kenya

We, the undersigned, declare that:

(a) We have examined and have no reservations to the Bidding Documents*;*

(b) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods and Related Services [insert a brief description of the Goods and Related Services];

(c) Our bid shall be valid for a period of **120 days**, from the date fixed for the bid submission deadline in accordance with the ITT, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(d) If our bid is accepted, we commit on request to obtain a performance security (if applicable) for the due performance of the Contract;

(e) We have no conflict of interest;

(f) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall not constitute a binding contract between us, until a formal contract is prepared and executed.

(g) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Signed by: _____ (*signature of person authorized by the Bidder to sign the bid submission form, and whose name and title are shown below)*

Name: _____ *(insert full name)*

Title: _____ (*insert official title)*

Duly authorized to sign the bid for and on behalf of: _____
(*insert full name of Bidder)*

Dated on _____ day of _____, _____ *[insert date of signing]*

ANNEX 3: CURRICULUM VITAE TEMPLATE

PLEASE SUBMIT ONLY ONE (1) CV FOR EACH OF THE POSITIONS MENTIONED FOR THE PROPOSED KEY PERSONNEL AND SHORT-TERM TECHNICAL SUPPORT PERSONNEL. IF MORE THAN ONE CV IS SUBMITTED FOR THE SAME POSITION, ONLY THE FIRST CV WILL BE EVALUATED. PLEASE ALSO CLEARLY INDICATE THE POSITIONS THAT EACH OF THE SUBMITTED CVS WILL HAVE IN THIS ASSIGNMENT

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

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

_____

_____

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

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

Membership in Professional Associations and Publications:

_____

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

Language	Reading	Writing	Speaking

Adequacy for the Assignment:

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

Experts contact information : (e-mail…… Phone……)

Certification:

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

{Day/month/year}

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

Name of authorized representative of the consultant ***(the same one who signs the Proposal)***	Signature	Date

Note:

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

ANNEX 4 – FIRM EXPERIENCE

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

Assignment name:	**Approx. value of the contract (in current US$ or Euro):**
Country: **Location within country:**	**Duration of assignment (months):**
Name of Client:	**Total Nº of staff-months of the assignment:**
Address:	**Approx. value of the services provided by your firm under the contract (in US$ currency equivalent):**
Start date (month/year): **Completion date (month/year):**	**Nº of professional staff-months provided by associated Consultants:**
Name of associated Consultants, if any:	**Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):**
Narrative description of Project:	
Description of actual services provided by your staff within the assignment:	

ANNEX 5 – TEAM COMPOSITION

Proposed Personnel

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

Team Composition and Task Assignments

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

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

C - On the Terms of Reference

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

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

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

a) Technical Approach and Methodology,

b) Work Plan, and

c) Organization and Staffing,

a) **Technical Approach and Methodology.**

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

b) **Work Plan.**

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

c) **Organization and Staffing.**

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

STAFFING SCHEDULE[1]

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

1 For Professional Staff the input should be indicated individually; for Support Staff it should be indicated by category (e.g.: draftsmen, clerical staff, etc.).

2 Months are counted from the start of the assignment. For each staff indicate separately staff input for home and field work.

3 Field work means work carried out at a place other than the Consultant's home office.

Full time input Part time input

WORK SCHEDULE

N°	Activity[1]	Months[2]												
		1	2	3	4	5	6	7	8	9	10	11	12	n
1														
2														
3														
4														
5														
N														

1 Indicate all main activities of the assignment, including delivery of reports (e.g.: inception, interim, and final reports), and other benchmarks such as Client approvals. For phased assignments indicate activities, delivery of reports, and benchmarks separately for each phase.

2 Duration of activities shall be indicated in the form of a bar chart

ANNEX 4: FINANCIAL BID SUBMISSION FORM

Dear Sir/Madam:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal.

Our attached Financial Proposal is for the amount of _____

(*indicate the corresponding amount(s) in words and figures and the currency (ies)*), including all applicable taxes in line provided clauses in this tender document.

This financial bid submission/ proposal is in line with Pro-forma 1, 2, 3 and 4 of Annex 1 of this RFP tender document.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from any contract negotiations, up to expiration of the validity period of the Proposal, up to a period of **120 days** after bid submission deadline date.

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

We remain,

Yours Sincerely,

Authorized Signature ***(In full and initials)***: _____
Name and Title of Signatory: _____
In the capacity of: _____
Address: _____
E-mail: _____

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

ANNEX 5: FINANCIAL PROPOSAL PRO - FORMA TEMPLATES

Pro- forma 1

TENDER FOR: _____ *(Insert tender title)*

TENDER NUMBER: _____ *(Insert tender reference number)*

MILESTONE PAYMENTS PROPOSAL

The amount to be paid for the completion of the services is fixed at USD

Payment will be made either:

a) as a lump sum on completion of the services or
b) at relevant points throughout the contract period as detailed below

CRITERIA FOR PAYMENT	AMOUNT OF PAYMENT ($)
TOTAL	**$**

Pro forma 2

TENDER FOR: _____ *(Insert tender title)*

TENDER NUMBER: _____ *(Insert tender reference number)*

PROPOSAL BREAKDOWN - PERSONNEL INPUTS AND FEE RATES

NAME	COUNTRY *(PLEASE SPECIFY)*	NO DAYS	DAILY FEE RATE ($)	COST ($)

Long Term*				
Short Term				
TOTAL FEES				**$**

*** Long Term is in excess of 4 months**

Guidance on Fees and Expenses can be found in Section 2 of the contract - the General Conditions.

Pro- forma 3

TENDER FOR: _____ *(Insert tender title)*

TENDER NUMBER: _____ *(Insert tender reference number)*

PROPOSAL BREAKDOWN – PROJECT EXPENSES

Costs should be shown separately in the format set out below using separate sheets to provide full details under each heading. Fees proposed by tenderers should be inclusive of all taxes.

TRAVEL *(PLEASE STATE COUNTRY OF TRAVEL)*	**NO.**	**RATE**	**COST ($)**

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

*TMA will not reimburse costs for normal tools of trade (e.g. portable personal computers)

* Long Term consultants are expected to utilise rented accommodation. No per diem is payable.

*Short Term expectation is either rented accommodation or a hotel.

Pro- forma 4

TENDER FOR: _____ *(Insert tender title)*

TENDER NUMBER: _____ *(Insert tender reference number)*

PROPOSAL BREAKDOWN - SUMMARY OF PAYMENT

PROPOSED PAYMENT BREAKDOWN	AMOUNT (USD $)

Sub-total *(exclusive of taxes)*	**$**
Taxation amount ***(include all applicable taxes (e.g., Value Added Tax, Withholding Tax etc) in separate rows***	$
TOTAL *(inclusive of taxes)*	**$**

ANNEX 6: DRAFT CONTRACT TEMPLATE

CONTRACT FOR CONSULTANCY SERVICES

Section 1 – Form of Contract

CONTRACT FOR: [Insert Title here]

CONTRACT REFERENCE: [Insert Number here]

THIS CONTRACT dated [Insert date here] is made.

BETWEEN:

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

AND

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

WHEREAS:

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

IT IS HEREBY AGREED as follows:

1. Documents

This Contract from page [Insert page no] to page [Insert page no.] shall comprise the following documents:
Section 1 Form of Contract
Section 2 General Conditions
Section 3 The Services
Section 4 Special Conditions and Key Personnel
Section 5 Fees

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

2. Contract Signature

If the original Contract is not returned to - TMA duly completed, signed and dated on behalf of the Consultant within 15 days of the date of signature on behalf of TMA, TMA will be entitled, at its sole

discretion, to declare this Contract void. No payment will be made to the Consultant under this Contract until a copy of the Contract, signed on behalf of the Consultant is returned to TMA.

3. Commencement and Duration of the Services

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

b. If the services have not commenced in accordance with clause 3a above, TMA will within not less than 30 days notify the consultant in writing, declaring the contract to be null and void, and in the event of such declaration, the consultant shall have no claim against TMA with respect thereto.

4. Financial Limit

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

5. Time of the Essence

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

For and on behalf of TMA

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

For and on behalf of the consultant

Name:
Signature:
Date:

CONTRACT FOR CONSULTANCY SERVICES

Section 2 – General Conditions

1. Definitions

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

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

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

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

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

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

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

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

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

2. Interpretation

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

3. Project management

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

4. Obligations

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

5. Indemnification

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

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

6. Consultant's Personnel

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

7. Fees

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

f. Only the fee rates listed in Section 5 of this Contract will apply to any Services performed by the Consultant under this Contract.

8. Expenses

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

9. Invoicing Instructions

a. Invoices should particularise the contract to which they relate and should be sent to the address referenced in Section 5.
b. All invoices should contain details of the Services provided, milestones achieved, and deliverables provided to which the invoice relates. Where expenses are payable, invoices should be accompanied by proof of the expense. Any invoice not presented in accordance with the above may be rejected and in any event shall be liable to query and delay in payment.
c. TMA may request proof of payment in respect of any item and shall be entitled to refuse to meet a claim if this cannot be provided.
d. TMA reserves the right to audit, or to nominate a reputable accounting firm to audit the Consultant's records relating to amounts claimed under this Contract during its term and any extension, and for a period of three months thereafter.
e. TMA reserves the right not to pay any amount due in respect of an invoice received by TMA more than 60 days after the day of the Consultant becoming entitled to invoice for the payment to which it relates.
f. TMA will deduct all applicable taxes from the consultant's invoiced amounts as per Government of **Kenya** regulations. Consultants from countries with double tax agreements will be provided with withholding tax certificates. It is the consultant's responsibility to establish their tax status in the country where the Services will be delivered.

10. Payments

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

11. Nature of relationship

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

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

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

12. Performance Standards

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

13. Termination and Suspension

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

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

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

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

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

14. Confidentiality

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

15. Ownership of Material

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

products incorporating the same for use by any person or for sale or other dealing anywhere in the world.

16. Bribery, Conflict of Interest, Corruption and Fraud

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

i. Participate in the selection, award or administration of a contract, grant or other benefit or transaction funded by the Contract, in which the person, members of the person's immediate family or his or her business partners, or organisations controlled by or substantially involving such person, has or have any financial interest.
ii. Participate in transactions involving organisations or entities with which or whom that person is negotiating or has any arrangement concerning prospective employment.
iii. Offer, give, solicit, or receive, directly or indirectly, gratuities, favours, gifts or anything else of value to influence the action of any person involved in the procurement process or contract execution.
iv. Misrepresent or omit facts to influence the procurement process or execution of the contract.
v. Engage in a scheme or arrangement between two or more bidders, with or without the knowledge of the Consultant designed to establish bid prices at artificial, non-competitive levels; or
vi. Participate in any other practice that is or could be construed as an illegal, corrupt or a conflict of interest in the country of operation.

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

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

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

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

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

17. Anti-terrorism and Organised Crime

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

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

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

18. Safeguarding

The Consultant shall ensure that the Contract is implemented with strict adherence to TMA's Supplier Environmental and Social Standards document that includes adherence to policies against bullying, sexual

exploitation, harassment, and abuse. The Consultant shall ensure that all steps are taken to mitigate against any identified environmental, social, and safeguarding risks that may arise because of the Contract.
TMA reserves the right to terminate this Contract if the Consultant or any person affiliated with the Consultant fails to perform any of its obligations or to comply with the conditions and requirements contained in the Supplier Environmental and Social Standards document.

19. Code of Ethics

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

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

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

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

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

20. Subcontracting

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

21. Law Governing Contract and Language

The Contract shall be governed by the laws of **DRC** but in the event of a conflict between DRC laws and any other Law, then the laws of **DRC** prevail. The language of the Contract shall be English.

22. Dispute Resolution

TMA and the Consultant agree to seek to resolve any dispute, controversy or claim arising out of or relating to this Contract or the breach, termination, or invalidity thereof, by amicable settlement. Where it is not possible to reach an amicable settlement, any dispute, controversy, or claim arising out of or relating to this Contract or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the Arbitration Act of 1995 or any statutory modifications or re-enactment thereof for the time being in force.

Notwithstanding any adjudication or arbitration proceedings no party shall commit an anticipatory breach of contract.

23. Liability

Except where there has been misconduct, gross negligence, dishonesty, or fraud on behalf of the Consultant or the Consultant's Personnel, the Consultant's aggregate liability arising out of or in connection with this Contract shall be limited to the amount of the Financial Limit.

The Consultant shall not be liable for any failure to perform or delay in performance of any of its obligations arising out of or in connection with this Contract where such failure or delay is caused by TMA or any of TMA's agents, employees, or contractors.

24. Force Majeure

a. The failure of the Consultant to fulfil any of its obligations under the Contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an act, event, omission or accident beyond its reasonable control ("Force Majeure Event"), provided that the Consultant (i) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (ii) has informed TMA as soon as possible about the occurrence of such an event and in any event not later than 14 days after the occurrence of such event.
b. Any period within which the Consultant shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which the Consultant was unable to perform such action because of the Force Majeure Event.
c. During the period of their inability to perform the Services because of a Force Majeure Event, the Consultant shall be reimbursed for additional costs reasonably and necessarily incurred by it during such period for the purposes of the Services and in reactivating the Services after the end of such period.

Force Majeure shall not include:

Any event which is caused by the negligence or intentional action of the consultant, or such consultant's subcontractors or agents or employees; nor Any event which a diligent party could reasonably have been expected to both: Take into account from the effective date of the contract; and avoid or overcome in the carrying out of its obligations.

25. Joint venture, consortium, or association

Unless otherwise specified in this contract, if the Consultant is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to TMA for the fulfilment of the provisions of this contract.

The composition or constitution of the joint venture, consortium or association shall not be altered without the prior written consent of TMA. Any alteration of the composition of the joint venture, consortium, or association without prior written consent of TMA shall be considered to be a breach of contract.

26. Travel

All authorized air travel must be economy class through the most direct and economical route.

CONTRACT FOR CONSULTANCY SERVICES

Section 3 – The Services

TERMS OF REFERENCE

[Insert]

CONTRACT FOR CONSULTANCY SERVICES

Section 4 – Special Conditions and Consultant's Key Personnel

1. Special conditions

The proposal-both technical and financial-submitted for these tender forms an integral part of this contract.

2. Key Personnel

The following of the Consultant's Personnel cannot be substituted by the Consultant without TMA's prior written consent:

[Insert]

CONTRACT FOR CONSULTANCY SERVICES

Section 5 – Fees

1. Payment Schedule

Deliverable	%tage of Deliverable to be Paid (USD)	Total Contract Amount (USD)
TOTAL		

2. Invoicing instructions

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

ANNEX 7: EMAIL SUBMISSION GUIDELINES

Guidelines for Bidders for Bid Submissions via Email

1.1 Bidder Guidance for Emailed Submissions

a) TradeMark Africa (TMA) will automatically send an email acknowledgment for all applications, bids, proposals and/or submissions received via the email addresses stipulated/specified in the bidding document. If a bidder does not receive an email acknowledgement **IMMEDIATELY** after submitting their applications, bids, proposals and/or submissions, via the email address stipulated in the bidding document, **IMMEDIATELY** contact TMA's Procurement unit using the mobile phone number, **+254 731 884 428**, to confirm whether the applications, bids, proposals and/or submissions were received.

b) Bidders must not ignore any bounce back email received regarding rejection of an emailed application, bid, proposal and/or submission. If such an email is received, contact TMA's Procurement unit **IMMEDIATELY**.

1.2 Possible Reasons for Emailed Submission Rejection

a) The email submission exceeded the maximum size of 5 MB.

b) The subject line matched a known phishing subject line.

c) The email contained a known phishing Uniform Resource Locator (URL), or the email originated from a server associated with phishing.

d) The outbound mail server was present on a subscribed blacklist; or

e) The email contained a virus or malware.

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

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

a) If the collective size of the emailed attachments **exceeds 5 MB**, the bidders should resubmit through multiple emails or may use other modes such ***WeTransfer, Dropbox, or Google drive***. The bidder shall be required to clearly identify how many emails constitute the full submission. e.g., email **1 of XX**.

b) If the emailed submission included zipped or executable files, unzip or remove the executable files then resubmit through one or more emails (refer to point 1.3a) above if the files collectively exceed 5 MB).

c) If the email submission is rejected because of a blacklisted domain, the bidder is required to resend the submission from a different email account from a different domain that is not blacklisted, e.g., Gmail. Please note, this should be done before the stipulated tender submission deadline; and

d) If the email submission is rejected because of a virus/malware in the email or any of the email attachments, ensure that the virus/malware is removed/cleaned prior to resubmission.

TMA's Procurement unit shall only consider and review cases of undelivered applications, bids, proposals and/or submissions, when it is brought to our attention by the affected bidder/s prior to the tender submission deadline.

Automatic Email Acknowledgement sent from the Procurement and Framework Mailboxes

Dear Sir/Madam,

This is to acknowledge receipt of your email to TradeMark Africa's Procurement mailbox.

Your email will be reviewed, and a response will be provided at the earliest opportunity. We encourage you to visit our website www.trademarkea.com/procurement-faqs/ for our procurement guidelines and answers to FAQs.

If you have submitted a bid for an open procurement process, it may take several weeks before you receive any further communication from us.

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

*Please get in touch with us via the mobile number, **+254 731 884 428**, in case you do not receive an automatic acknowledgement email immediately after submission of your bid.*

For and on behalf of:

Joe Namwaya

Head of Procurement

TradeMark Africa

Fidelity Insurance Centre, 2nd Floor, Off Waiyaki Way, Westlands

P.O. Box 313, 00606 Nairobi, Kenya

Email: procurement@trademarkafrica.com

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