



REQUEST FOR PROPOSALS (RFP)

TENDER TITLE: IMPLEMENTATION OF TRADE FACILITATION INITIATIVES AT TOG WAJAALE AND MOYALE BORDERS

TENDER NUMBER: PRQ20241585

ISSUE DATE: 6TH JUNE 2025

DUE DATE: 27TH JUNE 2025 ON OR BEFORE 10.00 A.M. (SOMALILAND TIME)

FINANCED BY: TRADEMARK AFRICA (TMA)

TENDER INSTRUCTIONS

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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 and/or site visit

A pre-bid meeting will be held virtually via Microsoft teams on **Tuesday, 17th June 2025 at 2:00 p.m. Somaliland Time**. Bidders to confirm participation by sending their email addresses together with any queries prior to the pre bid meeting. Pre bid confirmation emails should be received by **Friday, 13th June 2025** on or before 1400hrs Somaliland Time through procurement@trademarkafrica.com. The email must have a reference number and the title of the tender.

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 to demonstrate the monthly transaction costs. (**See Annex 7**).
- 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 **Somaliland** 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 **Somaliland**.
- 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-Based Selection (QBS) Method** as specified in this RfP.

The detailed evaluation criteria are provided below:

	Evaluation Criteria	Max Score
A	Firm Criteria	25 Marks
	<p>The firm – ideally in a joint venture with local partners will have:</p> <ul style="list-style-type: none"> • At least Seven (7) years demonstrable experience in undertaking consultancy assignments in trade, trade facilitation and corridor development.(10 Marks) • Demonstrable relevant experience in AfCFTA, WTO and HoAI structures and how they relate to national stakeholders (public and private) and regional local implementing authorities. (5 Marks) • Inclusion of local partners with trade facilitation experience and understanding of local context in the Horn of Africa. (10 Marks) 	
B	Team Experience & Qualification Key Experts Qualifications & Experience	(50 Marks)
	1) Lead Consultant	(10 Marks)
	<p>Team Leader</p> <p>The Lead Consultant will have a minimum of:</p> <ul style="list-style-type: none"> • At least a Masters degree in Logistics, Public Policy, Trade Law, Economics, Political Science, International Development, International Trade, Finance, Business Administration, Enterprise Management or another relevant field. (2 Marks) • Significant experience in the field of logistics and trade can be considered in lieu of the qualifications mentioned. Additionally, he/she will have a minimum of 10 years of relevant experience (at least 5 years in Africa) in undertaking transport corridor diagnostics and developing logistics platforms, particularly in Ethiopia, Horn of Africa regions and the EAC. (4 Marks) • Experience operating in the Horn of Africa with a range of stakeholders including Ministers, Customs Commissioners, CEOs of private companies and the Heads of Regional Authorities. (2 Marks) • Understanding of global and continental trade rules and norms. Engagement with the AfCFTA, WTO and HoAI would be ideal. And an understanding of how the Horn of Africa is approaching these commitments. (2 Marks) 	10
	2) Other Key Experts	(40 Marks)
	<u>Trade Facilitation / Transport specialist</u>	10

	<p><i>The bidder's team must have a Trade Facilitation and Transport Expert. He/she will have a minimum of:</i></p> <ul style="list-style-type: none"> • 10+ years of trade, trade facilitation and transport sector experience. (2 Marks) • Sound understanding of Djibouti, Ethiopia and Horn of Africa development context. (4 Marks) • Sound understanding of the institutional, policy and regulatory framework government transit and transport arrangements in Ethiopia as they relate to the Djibouti Corridors. (4 Marks) 	
	<p><u>Customs specialist</u></p> <p>The bidder's team must have Customs Specialist. He/she should have a minimum of (5 Marks)</p> <p>Master's degree in economics, international trade, customs, International Trade Law, Social Studies or a related field.</p> <ul style="list-style-type: none"> ✓ 10+ years of Customs development projects in the Horn of Africa ✓ Experience in development and operationalisation of One Stop Border Posts ✓ Knowledge of digital and Electronic Systems including interconnected customs management systems between countries to automate data exchange and harmonize procedures and E-revenue collection platforms ✓ Experience in legal and procedural harmonisation including standardized customs documents and transit agreements defining cargo routes, guarantee mechanisms, and joint commissions for dispute resolution. <p><i>Regional Political Insights and Contacts (5 Marks)</i></p> <ul style="list-style-type: none"> ✓ Of a stature to be able to convene, virtually and in person, 1-1 discussions with Ministers of Trade, Finance, Transport and Chambers of Commerce. ✓ 15+ years of trade facilitation, and related regulatory experience. Sound understanding of the trade related institutional, policy and regulatory framework government transit and transport arrangements in Ethiopia and Djibouti. ✓ Sound understanding of Horn of Africa development context, with specific emphasis on Ethiopia and Djibouti 	10
	<p><u>IT and Trade Technology specialist:</u></p> <p>The bidder's team must have an IT and Trade Technology specialist. He/she will have a minimum of:</p> <ul style="list-style-type: none"> • Master's degree in management information systems, Software Engineering or Computer science or related field. (2 Marks) • Experience in IT systems for border operations and facilitating transporters and transit trade. (2 Marks) • Four (4) years' experience using ICT solutions either in a Customs context or trade environment. (2 Marks) • At least five (5) years' experience implementing Electronic Cargo Tracking systems (ECTS) and fleet management systems. (2 Marks) • 5 years' experience in design and supervision of IT infrastructure projects. (2 Marks) 	10

	<p><u>Green Logistics Specialist</u></p> <p><i>The bidder's team must have a Green Logistics Specialist. He/she will have a minimum of:</i></p> <ul style="list-style-type: none"> • 8 + social development experience in the green logistics. (2 Marks) • Experience in facilitating and managing large public / private sector events with a range of stakeholders' experts in green logistics. (2 Marks) • Environmental and Social impact assessments and familiarity of the latest green trade tech responses to facilitate green trade and logistics – notably shifting from airfreight to sea-freight. (2 Marks) • Familiarity with CO2 calculators to inform carbon reduction on trade corridors. • Familiarity of the Horn of Africa political and social fabric. (2 Marks) 	10
	Professional Experience/Expertise of the Firm	20 Marks
	<ul style="list-style-type: none"> ✓ Seven (7) years demonstrable experience in undertaking consultancy assignments in trade and trade facilitation (4 Marks) ✓ At least 10 years of experience addressing gender and social inclusion and experience of designing and implementing gender and youth economic empowerment programmes. Experience working with informal cross-border traders and relevant officials. (4 Marks) ✓ Experience working alongside infrastructure and shaping its design for the inclusion of cross-border traders and simplified processing for all traders (4 Marks) ✓ Familiarity with AfCFTA's protocol on women and youth in trade and the digital protocol (4 Marks) 	
	Approach and Methodology of the Assignment	25 Marks
	<p>The vendor will present a professional methodology that shows a deep understanding of the SWIFT objectives and methods to reach expected results. The vendor will unpack the objectives to show how its team will sequence activities, deliver result and institute clear M&E systems. The vendor will articulate the ways to unlock trade along the two corridors and draw on best practice (globally and continentally) to improve the corridor and cross border experience facing traders. The vendor will assign the scope to the anticipated SWIFT results and use logical arguments to show how the team will approach each workstream.</p>	
	<ul style="list-style-type: none"> • Quality and Depth of the Work Plan <ul style="list-style-type: none"> ✓ Demonstrated technical experience in handling at least four similar assignments as per the scope. ✓ Refreshed work plan with actual activities for Yr 2 and anticipated activities for Yrs 3 and 4. 	10
	<ul style="list-style-type: none"> • Governance and Value for Money <ul style="list-style-type: none"> ✓ Clear and functional governance arrangement that are fit for purpose. ✓ Appropriate VFM metrics and ways of measuring them throughout the programme. 	5
	<ul style="list-style-type: none"> • Learning and Evidence 	5

	<ul style="list-style-type: none"> ✓ Clear approach for learning and evidence. ✓ In-built process to ensure learning and evidence are recycled into delivery. 	
	<ul style="list-style-type: none"> • Project Cycle Management <ul style="list-style-type: none"> ✓ Approach, logic and interrelation for multi-year programming. ✓ Project cycle focused on clarity, accountability, and strategic foresight. 	5
	Total Marks	130 Marks

Following the technical evaluation, only the highest-ranked bidder based on technical merit will be invited for financial negotiations.

18. Financial Evaluation

The methodology to determine the most suitable bidder shall follow the **Quality-Based Selection (QBS) Method** where only the highest technically ranked bidder's financial proposal will be considered for review, negotiations and subsequently invited for clarifications.

The selection process will proceed as follows:

- (i) After the highest-ranked technical proposal is identified, the financial proposal will be reviewed to confirm alignment with cost reasonableness. Only the highest technically ranked bidder will be invited for financial negotiations.
- (ii) The Procuring Entity reserves the right to negotiate pricing, payment terms, and value-added services before final contract award. The final contract value will be subject to negotiations to ensure value for money is achieved while maintaining the required quality standards and cost-effectiveness.
- (iii) If negotiations with the highest-ranked technically qualified bidder fail to reach an agreement, the Procuring Entity will proceed to invite the next top-ranked technically qualified bidder for financial review and negotiation.

19. 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.

20. 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 **27th June 2025 on or before 10.00 a.m. (Somaliland 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 proposals MUST be password protected.

21. Late tenders.

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

22. 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.

23. 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.

24. 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.

25. 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.

TERMS OF REFERENCE

IMPLEMENTATION OF TRADE FACILITATION INITIATIVES AT TOG WAJAALE AND MOYALE BORDERS

SWEDISH INITIATIVE FOR FACILITATING TRADE IN AFRICA (SWIFT)

1. BACKGROUND

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

TradeMark Africa (TMA), operates on a not-for-profit basis and is funded by: Canada, Denmark, the European Union, Finland, France, Ireland, the MasterCard Foundation, the Netherlands, Norway, the United Kingdom, the Bill and Melinda Gates Foundation 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.

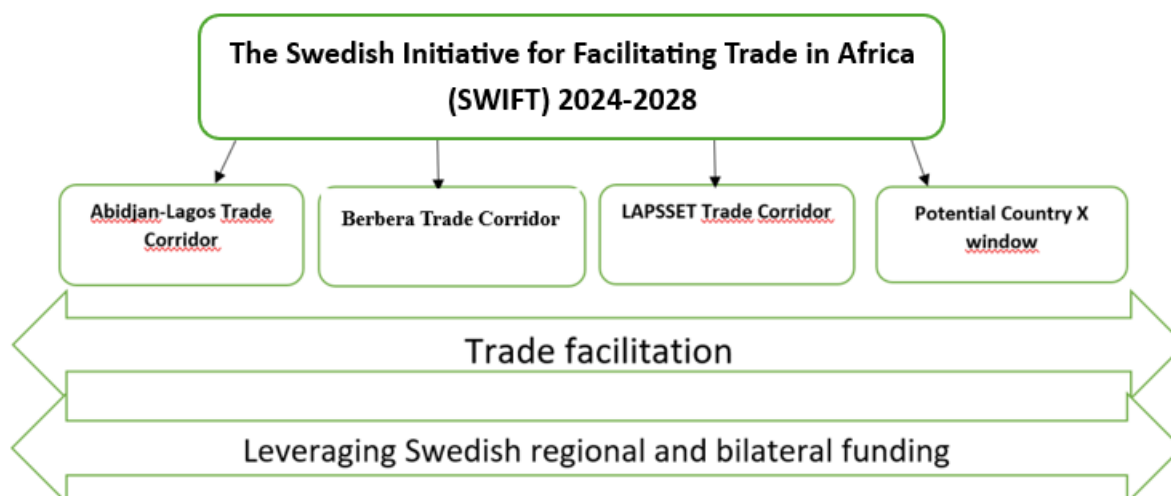
In 2022, TMA set up a catalytic finance company – Trade Catalyst Africa – that will pilot commercially viable projects for creating trade infrastructure (both physical and digital) as well as increasing access to Trade Finance for Small and Medium Enterprises (SMEs).

Both TCA's and TMA'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, and Uganda, with operations in Mozambique, South Sudan and Zambia. For more information, please visit www.trademarkafrica.com

2. THE SWEDISH INITIATIVE FOR FACILITATING TRADE IN AFRICA

The Swedish Initiative for Facilitating Trade in Africa (SWIFT) is aimed at addressing the challenges hindering trade efficiency and inclusivity across three emerging African trade corridors: Abidjan-Lagos, Berbera, and Lamu Port-South Sudan-Ethiopia Transport Corridor (LAPSSET). This ToR requests submissions for two of the three corridors: Berbera, and LAPSSET. The Abidjan-Lagos corridor operation will be subject to a separate ToR that will be distributed to the market in late June 2025.

In addition to the three corridors in the SWIFT portfolio, TMA has the intention to engage with Swedish country offices to propose separate country windows which will feed the overall objective of SWIFT. TMA is most progressed with a potential country collaboration in Rwanda, not currently part of this proposal. TMA proposes to establish a coordination mechanism for country programmes to engage with the on-going regional programme and to drive synergies and regional harmonisation.



The two selected corridors are in different stages of development and require bespoke support to help gradually increasing trade volumes and align them with commitments made under the AfCFTA and with Ethiopia's port diversification policy (i.e. using latent capacity at Berbera Lamu/Mombasa ports). TMA is collaborating with other donors, including several EU Member States, and preparing a proposal with the EU under the Global Gateway Initiative. The Global Gateway Initiative focuses on Trade and Transport Facilitation measures and develops instruments (grants and blended solutions) to deliver connectivity and facilitate trade. It focuses on twelve Strategic Corridors presented at the EU-AU Summit in February 2022 as part of the EU-Africa Global Gateway Investment Package. The Trade and Transport Facilitation aspects seek to address the physical and non-physical barriers to trade; those that hamper intra-African trade. Attention is also given to small-scale and informal cross-border trade which makes up a substantial proportion of intra-regional trade in Africa. This delivers income generation, job creation and food security for many poor households and where women tend to be overrepresented.

On several corridors TMA is working with the EU and Member States under the Team Europe Approach to strongly align the different interventions. On the Mombasa corridor, for example, TMA is working with the EU, the Netherlands and Denmark to strengthen the trade environment and logistics for specific products. On the Addis – Djibouti Corridor, we have a trade facilitation programme funded by the EU in place and a partnership with the Agence Française de Développement.

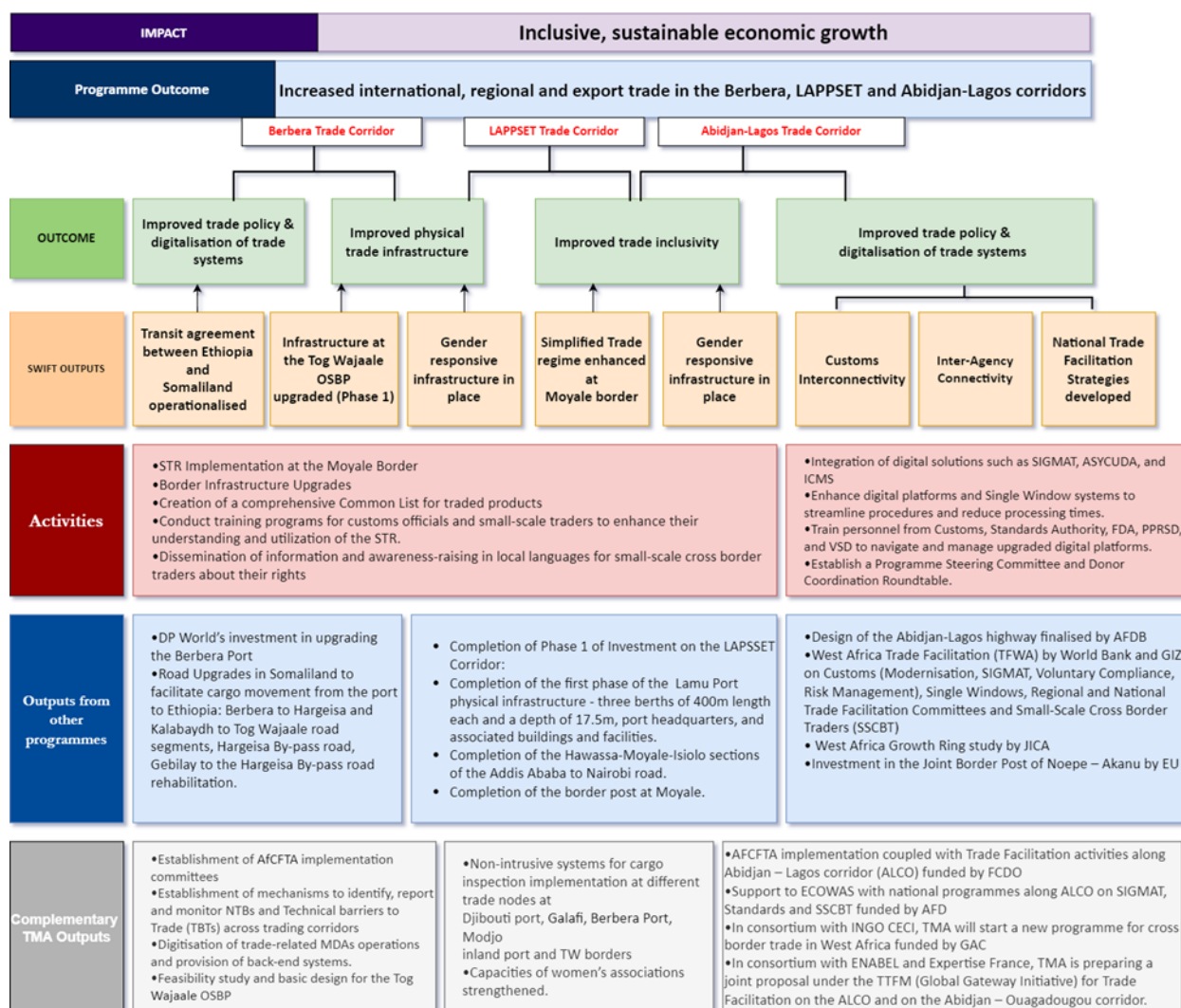
The overarching objective of the SWIFT programme is to foster inclusive, sustainable economic growth by increasing regional trade, and international exports along these corridors. The programme aims to dismantle existing trade barriers in line with the AfCFTA and create a conducive environment for seamless trade by focusing on improving trade policies, infrastructure, and inclusivity. SWIFT's outcomes are designed to:

- ✓ *Improve Trade Policy and Digitalisation of Trade Systems:* This involves the harmonisation and simplification of trade policies, supported by the deployment of digital solutions. By streamlining customs procedures and enhancing transparency, SWIFT will reduce non-tariff barriers and expedite the movement of goods and services across borders.
- ✓ *Improve Physical Trade Infrastructure:* Key investments in infrastructure, such as upgrading border facilities, and roads, will reduce transit times and costs. These improvements are vital for the competitiveness of the selected corridors and supporting the efficient flow of trade.

- ✓ *Improve Trade Inclusivity*: Ensuring the benefits of trade are accessible to all, especially women, youth, and marginalised communities. SWIFT prioritises the development of gender-responsive infrastructure and policies, ensuring the programme's benefits are equitably distributed.
- ✓ *SWIFT builds ongoing initiatives by TMA and its development partners*: This integrated approach will ensure that SWIFT's interventions are impactful and sustainable in the long term.

SWIFT is managed under a Theory of Change that articulates the strategic links between enhanced trade facilitation and inclusivity leading to sustainable economic growth. The programme's logic is that when trade processes are efficient, infrastructure is robust, and policies are inclusive, economic activities will be stimulated, leading to job creation, poverty reduction, and sustainable development.

The Swedish Initiative for Facilitating Trade in Africa TOC 2024-2027



3. TRADE POLICY CONTEXT

The Horn of Africa, as with other regions, is struggling to deliver the full suite of national policy commitments around trade. This is partially caused by policy commitments cutting across each other and / or because trade issues compete for Ministerial attention in the complex web of governance. In Somalia for example civil servants are drawing up policy submissions covering commitments on EAC Admission, WTO Accessions, and AfCFTA alignment where the rules and norms are often similar, and in some cases the same, is related to

trade facilitation. Many of the submissions cut across each other and cause coalface delivery challenges and confusion in Ministries of Trade and Customs Authorities. This programme aligns with the IGAD Regional Trade Policy that endorses the utilisation of the AfCFTA as its preferred trade regime. The AfCFTA is, therefore, the trade regime of reference as opposed to COMESA for this assignment. However, various AfCFTA implementation instruments are still under development or are yet to be fully conceptualized, for instance the AfCFTA has no framework for a simplified trade regime – an intervention area under SWIFT. In the absence of a continental anchoring framework, the work under this programme will rely on available and applicable established REC instruments.

4. OPERATIONAL CONTEXT

The Berbera and LAPSET corridors are central parts of the AfDB, EU and WB Horn of Africa Initiative (HoAI). Given its focus on trade and economic integration, and the fact that many TMA donors are contributors, the HoAI offers the ideal governance framework through which to coordinate trade and economic integration in line with AfCFTA commitments. The HoAI can ensure alignment with key regional agreements and trade facilitation frameworks that provide traders with much needed clarity.

Both the Tog Wajaale and Moyale border crossings are at differing levels of efficiency: Tog Wajaale suffers from limited investments and rudimentary cross border services being provided, whereas Moyale has impressive cross border infrastructure because of investment from the Africa Development Bank and technical assistance from TMA. In both cases, the challenge has been engaging local and regional governments on the soft infrastructure (e.g., axle load limits, simplified trade regime, etc) to provide the services to facilitate cross-border trade in an efficient manner.

Moyale / LAPSET Corridor

TMA has been operating at the Ethiopia – Kenya border since 2018. TMA has focused on capacity-building initiatives to implement the One Stop Border Post (OSBP) operations and the Simplified Trade Regime (STR). Both officials and traders are supportive of the opportunity to boost trade and local economic activity to enhance the incomes of the region and people living in the border area. These efforts with other partners helped provide the technical advice and platform that led to the signing of the Ethiopia-Kenya communique for the Moyale border in April 2025. Challenges with implementation remain and will make up a core part of this programme. The OSBP in Moyale is not fully operational because the hard infrastructure investments were not (arguably) matched with a soft infrastructure programme – i.e. it lacked attention delivery of all 4 components of the OSBP framework equally: legal and institutional framework, simplification and harmonisation, ICT and data exchange, and hard infrastructure. The border crossing is congested, there are water shortages, informal trading / crossing remains prevalent, and while the market structure, constructed by TMA, remains in good condition the genuine participation by women traders is low.

In April 2025, Kenya and Ethiopia signed a landmark agreement establishing the STR to boost cross-border commerce, particularly for the benefit of small-scale cross border traders and border communities. This agreement, following two years of negotiations, uses COMESA STR as its guiding framework. The details of the agreement also align with the broader goals of the AfCFTA and the harmonisation of cross-border trade rules and encouraging broader regional integration. Key features of the Agreement can be found in Annex A and essentially allows small-scale cross border traders to move goods worth up to \$1,000 (Ksh129,000) per trip, with a maximum of four trips per month. There are some nuances, for example, on the Ethiopian side,

the border trade area extends for 50 kilometres from the common control zone, and on the Kenyan side, the trade area extends 100 kilometres from the border. Both countries have agreed on a common list of products eligible under the STR. The new regime is designed to streamline paperwork and reduce taxes and risks for small-scale cross-border traders, addressing previous challenges of restrictions, delays, and high compliance costs. The agreement ensures a continuous flow of basic daily commodities for communities residing along the shared border, minimising supply disruptions.

The International Organisation for Migration (IOM) has been operating at the Moyale border for many years, covering some of the proposed interventions under SWIFT. COMESA has also had a Trade Information Officer stationed on the Kenyan side. However, the IOM work is coming to an end in June 2025, and the COMESA post has been discontinued due to budget reductions. To ensure continuity of this important work, vendors are encouraged to review and learn from the IOM and COMESA work. The successful bidder will dovetail with this work, ensuring continuity, while improving delivery and scope.

Tog Wajaale / Berbera

Tog Wajaale supports both formal and informal trade; a bustling market town that operates 24 hours a day, 7 days per week. It is a vital source of livelihood and food security for surrounding communities, facilitating the exchange of livestock, food, and non-food commodities. TMA has been active at the Tog Wajaale border since 2018. TMA has constructed two markets – women only – on either side of the border for Somaliland traders and Ethiopian traders. TMA supported border operations during the Covid-19 crisis and was instrumental in keeping local trade flowing using WHO guidance and the provision of PPE to keep people safe.

Efforts are underway to modernise trade procedures at this border crossing. In 2023 TMA, in partnership with Saba Engineering, designed a two phase OSBP with traders and the local authorities. This design aims to streamline customs and border procedures, reduce delays, and improve efficiency for traders. The first phase uses the existing infrastructure through the town centre and is designed to allow the joint processing of goods and people by the receiving border agency only; minimising paperwork and time spent at the border crossing. The second phase is a much larger investment of an out-of-town OSBP with a bypass road and new office infrastructure. Shifts to the second phase will only take place when transit traffic reaches an agreed threshold and finance (grant and concessional) becomes available. Planned improvements are not only technical but also aimed at engaging and benefiting the local communities, including women and youth, by making trade more accessible and inclusive.

The integrated border management reforms at Tog Wajaale represent the beginnings of broader set of regional efforts that can form the basis of a regional process to simplify and harmonise cross-border trade and transport procedures, as promoted by the HoAI. These efforts focus on reducing non-tariff barriers, digitising customs processes, and improving inter-agency coordination to make cross-border trade smoother and more predictable.

The Tog Wajaale border, situated between Ethiopia and Somaliland, is a critical hub for cross-border trade along the Berbera-Addis Corridor. The most significant missing pieces to unlock the Berbera corridor's potential are the Tog Wajaale border (hard and soft infrastructure) and the absence of a formal Transit Agreement. At present the Berbera corridor is managed using the 2005 Customs Agreement between

Ethiopia and Somaliland and the 2016 Port Utilisation Agreement between Ethiopia and Somaliland. The latter agreement remains somewhat contentious because, just after it was signed, the Government of Somaliland entered into a 40-year Berbera port concession agreement with Dubai Ports World. To clear up any confusion and unlock the Berbera corridor, especially for Ethiopian traders, TMA supported Ethiopia and Somaliland to negotiate a Transit Agreement. This agreement was finalised in December 2023 but stalled after Ethiopia and Somaliland signed an MoU on 1 January 2024. The MOU remains contentious because it includes issues such as a naval base on Somaliland's coastline and formal recognition of Somaliland. This effectively put implementation of the Transit Agreement on hold during 2024.

With Transit negotiations stalled, Somaliland moved bilaterally in mid-2024 to put in place an interim Transit arrangement. A Submission of Goods in Transit Policy was developed by Dubai Ports World and the Ministry of Finance and is in place to serve as an interim solution to process transit goods bound for Ethiopia, (i.e., in the absence of a Transit agreement). This "interim" Transit Policy makes provision for all goods (barring livestock, rice, wheat, flour, sugar, pasta) that are destined for Ethiopia to be treated as "in transit" within Somaliland and therefore exempt from import duty. This also includes imports via the Special Economic Zone in Berbera. Despite growing trade, there is no information sharing between the customs authorities of Ethiopia and Somaliland at the Tog Wajale border. This gap is an opportunity for TMA and its delivery partners to operationalise under the SWIFT workplan and to provide sustained engagement, design pilots to exchange real-time data and overall speed up and streamline processes for the flow of transit goods. Progress on the Transit Agreement between Ethiopia and Somaliland is still needed and there is no timeline for its conclusion. Capacity constraints are an issue, especially on the Somaliland side of the border. On the Ethiopian side, customs and other officials need clear instructions from Addis Ababa to engage in the upgrade and improvement of cross border services.

Because of its size and strategic location, Ethiopia is critical to the successful delivery of SWIFT programme (and wider trade integration in the Horn). Ethiopia's policy, is to shift away from its total reliance on Djibouti, focusing on other corridors including Berbera and LAPSET. The recent lifting of currency controls and the prospect of WTO membership could provide a major boost for regional trade and economic growth. Nevertheless, Ethiopia's government remains highly centralised, with little responsibility delegated for issues such as customs, a reality that can delay progress.

As detailed in the SWIFT programme document, TMA is focused on unlocking the Berbera Corridor and improving service delivery at Tog Wajaale. This is expected to be done by continuing to support negotiations on the Trade and Transit between Ethiopia and Somaliland, which is deemed essential for simplified trade processes to be put in place. SWIFT will also establish a refreshed menu of the services needed at the "border" in terms of further policy and capacity building work and the development of physical infrastructure. As part of the SWIFT portfolio some infrastructure work – the bridge at the border within Tog Wajaale town – is moving ahead under a separate Terms of Reference.

5. SWIFT WORKPLAN

As part of the SWIFT agreement, TMA developed a draft work plan for the 4-year programme. This was further refined into a Year 1 workplan which is currently in operation in line with TMA's financial year – July to June.

6. SCOPE OF WORK

TMA is looking to contract a consulting firm to provide technical assistance on demand and to support the implementation of a refreshed workplan for the remaining three years of the SWIFT programme. This refreshed workplan should be based on the financial envelopes in the initial workplan, the agreed results framework and the theory of change, and the implementation progress to date. (See Annex C).

Our expectation is that, given the fluid nature of the political and geopolitical environment in the Horn of Africa, a Problem Driven Iterative Approach should be used (see, for example, <https://www.gov.uk/research-for-development-outputs/problem-driven-iterative-approaches-and-wider-governance-reform-gsdrc-helpdesk-research-report-1099>) which recognises that, while certain milestones of this programme are hard and soft infrastructure based, strategic success requires progress in the wider trade policy environment and governance .

A robust focus on measurable results, learning and adaptation is essential for the effective delivery of SWIFT. Where possible, results and indicators should be standardised across the two corridors and interventions, allowing for aggregation. Based on the narrative in this ToR, vendors will be able to see how the challenges at both Tog Wajaale and Moyale have changed since the SWIFT programme was signed in November 2024. The key results that need to be unpacked – ideally annually – to inform the workplan are:

After 3 years at Tog Wajaale.....

- ✓ STR developed, implemented and tracked, anchored under COMESA
- ✓ Bespoke integrated customs management system in place
- ✓ Formal Transit agreement signed and operational

After 3 years at Moyale.....

- ✓ The STR implemented and being tracked, anchored under COMESA
- ✓ Transit arrangement negotiations completed – e.g. axle load and speed limits – and operationalised by the end of the programme
- ✓ Digital systems enabling faster processing for authorized operators
- ✓ Trans-shipment in the common control zone ceases

After 3 years in the Horn of Africa.....

- ✓ A harmonised approach to the STR at all of Ethiopia's main border crossings
- ✓ OSBP measurement tool active and monitoring all borders in a scorecard modus operandi

This SWIFT intervention, whilst focused on two borders, will have implications for regional trading rules and norms. The overarching policy framework for the Horn of Africa is the AfCFTA, and vendors are encouraged

to consider using the nine key Trade Policy outputs under TMA's Strategy 3 below to frame technical assistance at both borders and to influence and help shape national and regional policy:

- a) Trade Agreements, Negotiated and Implemented
- b) Trade Remedies Operationalized
- c) Trade Policy Instruments Developed, Enhanced and Implemented
- d) Border Management Frameworks Developed, Enhanced and Implemented
- e) Trade Information and Data Management Developed and Operationalised
- f) Regional Value Chains through Export Strategies promoted
- g) Public and Private Sectors Capacity Built
- h) Trade in Services Regulatory Environment Improved
- i) Investment Facilitation Instruments Developed and Implemented

6.1 WORKPLAN

The budgets in the agreed SWIFT agreement are locked (for the time being) whereas the activities can be changed. Vendors will be operating in a fluid environment, and aspects have already changed since the agreement in December 2024 – e.g. the STR agreement in April 2025, need to be updated and validated.

To review and in some cases recommend changes, the consultant will:

- Provide a refreshed set of activities and deliver timeline for Year 2 [July 2025 – June 2026].
- Tentative activities for Year 3 [July 2026 – June 2027] and Year 4 [July 2027 – June 2028].

Moyale:

The consultant will:

- Develop an implementation strategy for STR to unbundle the signed MoU/ Joint Communiqué and agree on milestones, resources deployment, to further guide implementation.
- Develop interventions to prioritise and strengthen market associations and ensure the full operationalisation of the market.
- Implement capacity-building on standards, safety, and compliance, and encourage certification from respective authorities.
- Strengthening the focus on gender and youth, including but not limited to skills development, improving financial literacy and record keeping, training in processing, marketing and logistics.
- Ensure delivery is informed by lessons from the political economy analysis currently being supported by Irish Aid.

Tog Wajaale:

The consultant will:

- Support formal engagement and pilots to exchange real-time data and streamline processes for the flow of transit goods between Ethiopian and Somaliland Customs at the border (and ideally between Customs in Berbera and the Tog Wajaale border).
- Implement recommendations from the ongoing Yr 1 Assessment of Customs including whether to develop a granular policy framework for SL - ET customs (Annex D).

- Demonstrate how implementation of elements of this TOR will be coordinated with the upgrading of the border bridge and ancillary services. This should include discussions with the local and regional governments on operations and maintenance.
- Ensure the introduction of computerisation / IT needs is sequenced with training programmes and the installation of trade facilitating infrastructure to maximise value for money.
- Coordinate an active programme of private sector engagement, on both sides of the border, to ensure that ideas and initiatives reflect their input and demand. This work should include discussions on private sector engagement in infrastructure / operating models (for instance having the bypass as a toll road).
- The vendor shall institutionalise private sector engagement by establishing structured public-private dialogue (PPD) mechanisms at the corridor level. These shall include representation from formal private sector actors (e.g. logistics associations, SMEs, large exporters), as well as informal and community-based actors (e.g. women and youth trader associations). Vendors will be expected to organise regular corridor-level dialogue forums, generate feedback for policy reforms, and build the capacity of trader groups to advocate effectively. The vendor should also create feedback loops to capture trade bottlenecks from private actors in real-time.
- Consider whether solarisation of the border post can, within existing budgets, be extended beyond the immediate vicinity, for instance providing lighting at the women's market (helping to support gender and preventing gender-based violence objectives).
- Consider whether additional opportunities for community engagement may exist around the environmental clean-up. For example, could the programme pay a reduced scale of the costs over the programme lifetime – e.g., 80% of clean-up costs of the wadi in 2026, 60% in 2027, with money only released once work is completed.
- Consider whether an organisational review (which agencies are in place, how many people, who they report to) and capacity building assessment are needed to support the sequenced plans for the roll out of this work.
- To be able to quickly pivot into the operationalising a Trade and Transit agreement when agreed, while at the same time identifying ways to move the policy discussion forward in parallel in other areas, such as customs. In preparation, it is advised that further analytical work be undertaken to assess the performance of the corridor under different scenarios – these could include no agreement, a full agreement and or a partial agreement.

Overarching considerations:

The consultant will:

- Consider whether to conduct a political economy analysis of the Ethiopian customs environment.
- Roadmap with clear targets to deliver a harmonised approach to the STR at all of Ethiopia's main border crossings. This will require demonstrating the overall programme of work is properly benefiting from lessons learned from different borders both within the EAC and between EAC and non-EAC countries.
- Demonstrate how SWIFT can coordinate effectively and use emerging results to drive trade and regional integration through the HoAI.
- State how the service provider could potentially scale up activities should more resources come available.

6.2. GOVERNANCE AND VALUE FOR MONEY (VFM):

Vendors should submit a clear programme management steering committee structure. TMA expects management structures for both Tog Wajaale and Moyale borders. Consideration should be placed on the need for local management to guide the delivery of annual workplans and higher-level policy / programme delivery with TMA and relevant Ministries. One consolidated management structure – quarterly – should retain a rolling agenda that considers issues from the field and takes programme related decisions in a timely manner. This structure should also feed into the TMA National Oversight Committee and HoAI governance structures.

- ✓ Day to day management with TMA country leads.
- ✓ Monthly meetings at both borders with officials at the required authority level.
- ✓ Quarterly meetings with TMA SWIFT Coordinator and Technical leads.
- ✓ Regular updates for NOC and HoAI.

This is the first time that TMA has approached its programming in this multi-year manner. It is crucial, therefore, that vendors show a clear value for money strategy to prove the efficacy of this approach. TMA has been operational at both Tog Wajaale and Moyale for many years and implemented a variety of programmes supporting trade negotiations between neighbouring countries and delivered trade facilitation results. TMA – in-country staff and technical advisory staff – will retain their primary position in the delivery of SWIFT and the governance framework designed by vendors is critical for TMA to visualise how its country teams will draw on TA and innovation in a timely manner – i.e. via annual workplans and on an ad hoc basis. Vendors are expected to show their ability to pivot staff time and interventions based on the fluid nature of the political and geopolitical environment in the Horn. TMA will rate vendor proposals based on their VFM approach, low overheads and the ability to draw on experts flexibly and reliably.

6.3. LEARNING AND EVIDENCE:

TMA expects vendors to present a clear approach to real time learning around the results it delivers and the efficacy of this multi-year approach. Key metrics should be presented and monitored as part of the annual review process. For example:

- Does a multi-year invest in deeper and more effective partnerships over time.
- How does this approach enable TMA and its partners to draw on international, national and regional expertise on demand.
- Engage with the new OSBP measurement tool under development. Can we use its metrics as part of the annual review process and start clearly comparing the Horn's borders.

6.4. ADDITIONAL OPTIONS:

Contractors are advised to build in an extra workstream – conceptually at this stage – to draw in wider neighbouring borders into this programme. Doing so would be consistent with the political direction of the HoAI Finance Ministers, who are focused on “quick wins and high gains for increasing the economic integration in the Horn of Africa”.

In the terms of additional corridors / border posts to consider obvious choices include Kenya / South Sudan (as part of the LAPSET, Nadapal / Nakodok, and Northern, Lokichoggio Corridors), the Sudan – Ethiopia (Metema–Gallabat route) corridor, or the Ethiopia / Bossaso (Doolow crossing) corridor, an emerging trade

route connecting Ethiopia's southeastern regions to the port city of Bossaso in Puntland, northeastern Somalia, which joins the Berbera corridor in Jijiga. While consistent with its overarching objectives, the Ethiopia-Bossaso corridor is not currently designated under the HoAI.

Of the three Sudan / South Sudan focused options, given the focus on Moyale, the investment in Nadapal / Nadokok route on the LAPSET corridor is the one most consistent with SWIFT's current scope of work. However, despite the obvious advantages of linking Port Sudan to Ethiopia (and beyond) and further opening up South Sudan's economy, the ongoing civil war in Sudan and domestic political tensions in South Sudan arguably make engagement challenging at this time. Although not designated by the HoAI, the Dollow crossing on Ethiopia-Bossaso corridor is a logical choice given SWIFT's existing investment in Tog Wajaale: Dubai Ports World, the major investor in Berbera, is already a stakeholder in Bossaso, using it as a feeder port. Doolow sits within the Ethiopia – Kenya – Somalia borderlands region, which is a key priority for the "peace and stability through stronger regional collaboration" pillar of the HoAI.

Furthermore, the programme should be designed with the intention of: (i) SWIFT becoming a multi-donor programme; and (ii) and with the potential for Sweden to scale up their investment via the country buy-in window during the delivery of this programme.

6.5. PROJECT CYCLE MANAGEMENT:

To ensure the successful implementation of multi-year programming, the vendor is expected to consider an outcome-focused Programme Cycle Management process focused on clarity, accountability, strategic foresight and alignment. Key considerations include:

The consultant will propose a Results-Oriented Programme Design

- Develop a multi-year set of measurable and clear outcomes, outputs, and indicators.
- Reflect targets agreed in the results framework and theory of change.
- Risk and assumptions matrix with stakeholder strategy to inform planning and target setting.

The consultant will propose a Multi-Year Comprehensive Work Plan and Implementation Roadmap

- Workplan should include quarterly and annual milestones with clear activity sequencing based on, for example, seasonal / political and contextual sensitivity.
- Integrate cross-cutting issues such as gender and climate/green trade considerations.
- Roadmap with clear links from activities to outputs and outcomes, considering the need for flexibility for adaptive management in politically sensitive and fragile settings.
- Work plan should be linked with an integrated MEL plan and detailed provisions for data sources, frequency, and responsible parties, with clear mapping against the baseline scenario.

The consultant will propose a Balanced Expenditure and Result Mapping Framework

- Quarterly and Annual budgets that match planned outputs with clear justifications for phased disbursement and activity spend.
- Balanced financial expenditure and result delivery mapping across the life of the project implementation, emphasising "back-loading" results and spend in the final year.

Programme Close Out and Exit

- A clear programme exit/closure strategy and sustainability plan.

6.6. REPORTING AND DELIVERABLES:

The vendor shall commit to project planning and progress reporting. TMA and its donor partner expect the highest levels of quality reporting and transparency. All reports submitted will be shared with stakeholders, the NOCs, the HoAI working groups and in some cases the HoAI Ministerial to maintain accountability.

Reporting	Timing	Description
Inception Report	3 months	Confirm methodology and work plan, task assignment, project team and staff schedule and log frame indicators
Quarterly Progress Reports	Monthly	Building on organisational and capacity building assessments, progress with the STR, policy briefs, training materials, customs engagement from all countries and states, tech solutions, increase in cross border trade, and government ownership.
Annual reporting	Annual	In line with TMA-Sweden financing agreement
Hard Infrastructure	2026 – 2027	Alignment of our soft infrastructure support with the bridge renovation and wadi clean up
Community based Infrastructure	2026 – 2027	Community focused small-scale solarisation and enabling infrastructure. Sequenced light infra improvements, IT etc.
Soft Infrastructure	2026 – 2027	Policy engagement ongoing, informed by policy assessment and recommendations. Sequenced capacity building and tech.
Mid-Point Evaluation	September 2027	
Final Completion Report	4 weeks after contract end	Final activities, results, inputs, costs, learning.

Client Liaison and Feedback

The vendor shall report to the central and regional authorities and TMA's SWIFT Coordinator on all matters relating to SWIFT. The vendor shall operate the governance arrangement presented in its submission to ensure the smooth running of the project and timely completion of the assignment.

The vendor shall provide constructive feedback on all aspects of the assignment and TMA shall issue documentation and assist them in their efforts of continual improvement.

Coordination

All information, data and reports obtained from the Client in the execution of Consultancy services shall be properly reviewed and analysed by the vendor. The vendor shall be responsible for the correctness of using such data. All such information, data and reports shall be treated as confidential.

The vendor shall be responsible for arranging for all transport, equipment, supplies, secretarial services, and such other services, necessary for the proper implementation of the services. At times this will be required to support government officials to meet and visit key sites – both governments have a working group that lead to feasibility study and these officials may need support to undertake and deliver their mandate. The vendor should build in costs to cater for this.

The Vendor shall be responsible for making sure that all key staff proposed in the technical proposal and approved by the Client are available at all times of the assignment as per the schedule provided in the contract.

The Vendor shall be responsible for making sure this assignment is done according to the requirements of the Terms of Reference. Any cost that will be incurred by the employer for review of any resubmitted report due to substandard work will be borne by the Vendor and will be deducted directly from any monies payable to the Vendor.

As part of capacity building and knowledge transfer, the Client may assign counterpart staff from its partners should such need arise. The Vendor will accord such staff necessary support and ensure that they are actively involved in the project.

Responsibilities of the Client

The Client will offer the following information and support to the Vendor:

- a) The Client shall provide the Vendor with copies of the data, studies and reports as available and considered relevant to the execution of the Vendor's services.
- b) The Client shall provide introduction letters to facilitate the access of the Vendor's staff to Government administrations, public organisations, authorities, and agencies, etc., whose activities and role are relevant to the consultancy assignment.
- c) The Client shall facilitate liaison with other institutions in order to introduce the Vendor to them. The Vendor shall be fully responsible for the collection of data and information from the agencies and shall be responsible for any costs thereof.
- d) The Vendor may attach staff to the project for appropriate training and skills development.

6.7. TIMEFRAME AND BUDGET

Timeframe

The services will be provided in **36 calendar months** detailed as months:

NO	SERVICES	MONTHS
1	Full implementation	36 months
2	Inception	Month 1-3
3	Mid-point evaluation	Months 18
4	Project completion reporting	Months 34
5	Final account and project closeout report	Months 36
Total		36 months

6.8. BUDGET

The budget of this assignment for the whole period (2025-2028) is capped at a fixed budget of **USD \$1,220,640** inclusive of all applicable taxes.

The breakdown is as follows:

Tog Wajaale	\$660,640
Moyale	\$560,000

Bidders should retain the financial allocations between Tog Wajaale and Moyale. Notional budgets for regular coordination should be retained for meetings between local, regional, national and cross-border stakeholders.

7. QUALIFICATIONS FOR THE FIRM AND PROPOSED KEY PERSONNEL

TMA expects proposals to be structured into joint ventures. The results witnessed at Moyale in April are the results of sustained local engagement alongside strategic structures to attain central government level sign off. A similar structure is expected to ensure the best possible internal expertise mixed with local support and support local coordination and working in multiple languages.

TMA will evaluate proposals based on their approach to value for money (VFM). The organisational structure and governance narrative submitted will be evaluated to find the best fit partner to deliver SWIFT in Moyale and Tog Wajaale. This will be evaluated to ensure TMA technicians and country staff lead with a clear consulting team supporting the delivery of SWIFT over the next 3 years effectively, efficiently, and equitably.

7.1. Team Composition

The Consultant shall propose a team of experts that is fully able to deliver the services in accordance with the technical requirements defined in this TOR. The team composition of Key Experts and Additional Experts proposed by the Consultant shall cover all the areas of expertise defined in the original proposal agreed with Swedeen and based on the updated review of the SWIFT workplan.

The Consultant shall submit CVs for all Key and Additional Experts in their proposed team. All CVs must meet the *minimum requirements* to be considered compliant. Non-compliant CVs will be awarded zero points. Minimum requirements are shown in detail for Key Experts and for Additional Experts in the Annex for Professional Staff.

Extra points for all CVs will be awarded for meeting the *desirable requirements*, and for demonstrating project experience in the specific technical requirements / tasks they are to be responsible for delivering. It is therefore important that the CVs presented in the proposal show clearly how each expert has expertise relevant to their task's assignment within the team.

All personnel shall be fully fluent (in reading, writing, and speaking) the contract language, English, and shall be competent in the use of modern word processing and spreadsheet software as well as any technical software appropriate to their specialist area. All teams, most likely in local joint venture partner organisations, **MUST** have at least one team member fluent in Somali (for the Tog Wajaale component) and Amhari and Swahili (for the Moyale component).

TEAM COMPOSITION AND EXPERIENCE

The Consultant will demonstrate required expertise on pre-requisite technical skills and level of knowledge, as below.

1. Team Leader:

At least a graduate/masters degree in Logistics, Public Policy, Trade Law, Economics, Political Science, International Development, and International Trade, . Significant experience in the field of logistics and trade can be considered in lieu of the qualifications mentioned. Additionally, he/she will have a minimum of 15 years of relevant experience (at least 5 years in Africa) in undertaking transport corridor diagnostics and developing logistics platforms, particularly in the EAC and Horn of Africa region.

2. Trade Facilitation and Transport specialist:

15+ years of trade, trade facilitation and transport sector experience. Sound understanding of Djibouti, Ethiopia and Horn of Africa development context. Sound understanding of the institutional, policy and regulatory framework government transit and transport arrangements in Ethiopia as they relate to the Djibouti Corridors. A grounding in the AfCFTA, WTO and HoAI institutions and the approach Horn of Africa is making on these trade related commitments.

3. Customs specialist:

Master's degree in economics, international trade, customs, and International Trade Law. 15+ years of Customs development projects in the Horn of Africa, as derived from regional initiatives and project documents. Infrastructure development including One Stop Border Posts to streamline cross-border trade and reduce clearance times. Digital and Electronic Systems including interconnected customs management systems between countries to automate data exchange and harmonize procedures and E-revenue collection platforms (e.g., e-citizen registration, digital payments). Experience of working with senior decision-makers in Ethiopia and Djibouti.

4. IT and Trade Technology specialist:

The Information Technology specialist shall be responsible for advising and in some cases introducing new IT systems at border operations and for transporters and transit trade. The Consultant must have minimum experience of at least five years in the field of Information and Communication Systems with experience of electronic cargo tracking systems and fleet management systems. 8 years' experience in trade related IT and tech infrastructure projects and design and supervision of an assignment of similar nature to SWIFT.

5. Green Logistics specialist:

10+ social development experience in the green trade and green logistics. Experience required in facilitating and managing large public / private sector events with a range of stakeholders in green logistics. Experience delivering environmental and social impact assessments. Familiarity of the Horn of Africa political and social fabric.

6. Joint Venture partners for Local and Regional Experts

The Consultant is encouraged to associate with local companies, think tanks and individuals where appropriate. In particular, the Consultant is encouraged to propose a structure that includes Horn of Africa

nationals, especially those with international experience. Engaging with IOM and COMESA at Moyale is encouraged as are partners in Tog Wajaale.

Other Staff

The Consultant shall include in their financial proposal provision for all necessary support staff including, but not limited to, administrative support staff, etc.

CVs for experts other than the key experts shall not be examined prior to the signature of the contract and should therefore not be included in tenders.

The Consultant must select and hire these non-key experts as required according to the profiles identified above. They must clearly indicate their profile so that the applicable daily fee rate in the budget breakdown is clear. All experts must be independent and free from conflicts of interest in the responsibilities they take on. The selection procedures used by the Consultant to select these other experts must be based on pre-defined criteria, including professional qualifications, language skills and work experience. The selected experts will be subject to approval by the Client.

TRADEMARK AFRICA
JUNE 2025

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 (<i>insert the time period</i>)	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 N° 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):	N° 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 SCHEDULE¹

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

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 6: 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 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 7: 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 <i>(include all applicable taxes (e.g., Value Added Tax, Withholding Tax etc) in separate rows)</i>	\$
TOTAL (inclusive of taxes)	\$

ANNEX 8: 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 Resources**
 Signature:
 Date:

For and on behalf of the consultant

Name:
 Position:
 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 **Somaliland** 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 the Head of Procurement, 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 **Somaliland** but in the event of a conflict between Somaliland laws and any other Law, then the laws of **Somaliland** 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 9: 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.trademarkafrica.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

www.trademarkafrica.com