



## TERMS OF REFERENCE

### Provision of Growth-Led Technical and Advisory Services to 12 Innovative Women-Led Startups

"UNLEASHING THE BUSINESS GROWTH POTENTIAL OF INNOVATIVE WOMEN-LED STARTUPS IN AFRICA"

|                               |                                                                                                                                                                   |
|-------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Recipient</b>              | TECH4GOOD CI SAS                                                                                                                                                  |
| <b>Implementation Support</b> | Janngo Capital Partners Group                                                                                                                                     |
| <b>Grant Number</b>           | G-Z1-ID0-ZZZ-032                                                                                                                                                  |
| <b>Project ID</b>             | ML 0086                                                                                                                                                           |
| <b>Assignment Duration</b>    | Nine (9) months from Contract Signature (indicative dates to be confirmed), and in any event completed no later than the Project Closing Date of 30 December 2027 |
| <b>Date</b>                   | September 30, 2026                                                                                                                                                |

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## CHAPTER 1

## Background

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### 1.1 Introduction

The African Development Bank (AfDB), through its Affirmative Finance Action for Women in Africa (AFAWA) initiative and with support from the Women Entrepreneurs Finance Initiative (We-Fi), is financing a Technical Assistance Project entitled "Unleashing the Business Growth Potential of Innovative Women-Led Startups in Africa." The project is implemented by TECH4GOOD CI SAS, with implementation support provided by Janngo Capital Partners Group, under an 18-month implementation period.

The project aims to strengthen access to venture capital financing and growth-led advisory services for innovative women-led technology startups across Africa. Beyond providing technical support to entrepreneurs, the project seeks to strengthen Janngo Capital Partners' institutional capacity to identify, source, support, and scale high-potential women-led businesses while promoting gender-lens investing practices throughout its investment activities.

The project responds to one of the most persistent constraints affecting entrepreneurship in Africa: despite the growing number of innovative women entrepreneurs, women-led startups continue to face significant barriers in accessing growth capital, specialized business advisory services, strategic networks, and institutional investors. These constraints often prevent otherwise promising businesses from reaching investment readiness and scaling successfully across regional and international markets.

### 1.2 Context

Africa has one of the world's most dynamic entrepreneurial ecosystems, with women representing one of the highest rates of entrepreneurial participation globally. Across the continent, thousands of innovative startups are developing digital solutions in sectors such as financial technology, health technology, agriculture, education, climate technology, logistics, e-commerce, and digital services.

While entrepreneurial activity continues to increase, access to venture capital remains highly concentrated. Investment flows are disproportionately directed toward a limited number of countries, sectors, and founder profiles. Women entrepreneurs continue to receive only a small fraction of available venture capital despite growing evidence that women-led businesses frequently demonstrate strong financial performance, resilient business models, and significant social impact.

Access to finance is only one dimension of the challenge. Many startups require specialized technical assistance during critical stages of growth. As businesses transition from early product validation toward commercial expansion and institutional investment, founders must simultaneously strengthen leadership, governance, operational systems, financial management, customer acquisition, technology development, fundraising capacity, and organizational resilience. Without targeted support during this stage, many startups struggle to attract investors or scale sustainably.

Accordingly, modern venture capital increasingly combines financial investment with structured post-investment technical assistance designed to accelerate growth, strengthen operational capacity, and improve investment outcomes.

### 1.3 The AFAWA / We-Fi Technical Assistance Project

Recognizing these challenges, the African Development Bank approved financial support under the AFAWA initiative to finance a comprehensive technical assistance program aimed at strengthening both women-led startups and the institutional capacity of Janngo Capital Partners.

The project consists of five mutually reinforcing components, described in full in Section 2.2.

Among these components, **Component 1 represents the project's core technical assistance activity**, accounting for the largest share of project resources. It is designed to provide individualized, high-value advisory support to twelve carefully selected women-led technology startups through customized interventions addressing their specific growth constraints and investment readiness needs.

#### 1.4 Janngo Capital Partners

Janngo Capital Partners is a pan-African venture capital platform dedicated to investing in technology-enabled businesses that generate both commercial returns and measurable social impact. Through its investment strategy, Janngo focuses on supporting innovative companies capable of creating inclusive economic opportunities while addressing key development challenges across Africa.

The firm's investment philosophy extends beyond the provision of capital. Janngo recognizes that early-stage and growth-stage companies often require specialized technical support to strengthen management capacity, improve operational performance, accelerate commercial growth, and prepare for future fundraising rounds. As a result, Janngo combines equity investment with structured value-creation services that support portfolio companies throughout their growth journey.

The present Technical Assistance Project seeks to institutionalize this approach by developing a scalable Growth-led Advisory Services model that can systematically support women-led startups while reinforcing Janngo's long-term gender-lens investment strategy.

#### 1.5 Rationale for the Assignment

Although many women-led startups possess innovative products, capable leadership teams, and strong market potential, they frequently encounter constraints that limit their ability to scale. These constraints vary significantly across enterprises and may include challenges related to commercial strategy, customer acquisition, product development, organizational growth, financial management, governance, investment readiness, and access to strategic partnerships.

Accordingly, standardized business development training alone is insufficient to address these diverse needs. Effective support requires individualized advisory services tailored to the maturity, sector, growth objectives, and operational priorities of each startup.

To address these needs, TECH4GOOD CI SAS intends to recruit a qualified consulting firm to design and deliver comprehensive growth-led technical and advisory services to twelve women-led technology startups. The assignment will combine strategic advisory, technical assistance, executive coaching, mentoring, implementation support, and investment readiness services through customized interventions aligned with each startup's stage of development.

The consulting firm will work closely with the Project Implementation Unit, Janngo Capital Partners, and participating startups to accelerate business growth, strengthen institutional capacity, improve operational performance, enhance investment readiness, and contribute to the achievement of the project's development objectives.

## CHAPTER 2

## Project Description

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### 2.1 Project Overview

The "Unleashing the Business Growth Potential of Innovative Women-Led Startups in Africa" Technical Assistance Project is financed by the African Development Bank (AfDB) under the Affirmative Finance Action for Women in Africa (AFAWA) initiative, with support from the Women Entrepreneurs Finance Initiative (We-Fi). The project is implemented by TECH4GOOD CI SAS, with implementation support provided by Janngo Capital Partners Group.

The Project Development Objective is to strengthen access to equity investment and growth-led advisory services for innovative women-led technology startups in Africa by combining tailored technical assistance with institutional capacity strengthening. The project seeks to improve the competitiveness, investment readiness, and long-term growth prospects of women-led businesses while reinforcing Janngo Capital Partners' ability to identify, support, and invest in high-potential women entrepreneurs.

### 2.2 Project Components

The project consists of the following components:

#### **Component 1 – Provision of growth-led technical and advisory services (GTAS) to innovative women-led startups**

Provision of customized growth-led technical and advisory services (GTAS) to twelve (12) innovative women-led technology startups through individualized advisory interventions covering key business growth and investment readiness domains.

#### **Component 2 – Startup Sourcing and Screening**

Strengthening Janngo Capital Partners' capacity to identify, source, screen, and qualify innovative women-led startups through strategic partnerships, outreach activities, networking events, and structured screening methodologies.

#### **Component 3 – Structuring Growth-led Advisory Services**

Development of Janngo's Growth-led Advisory Services as a sustainable and scalable advisory platform, including advisory methodologies, operational tools, standardized processes, and integration of gender-lens investing practices.

#### **Component 4 – Building the Business Case**

Development of communication, branding, knowledge management, and dissemination activities aimed at promoting the business case for investing in women-led technology businesses and documenting project results and lessons learned.

#### **Component 5 – Project Management**

Provision of procurement, financial management, monitoring and evaluation, independent evaluation, audit, and overall project coordination necessary to ensure efficient project implementation and compliance with African Development Bank requirements.

### 2.3 Description of the Assignment

This Terms of Reference relates exclusively to **Component 1**, which represents the project's principal technical assistance intervention.

Under this component, the Client intends to recruit a qualified consulting firm to design and deliver Growth-led Technical and Advisory Services (GTAS) — implemented through a comprehensive Growth Acceleration Program — for twelve (12) innovative women-led technology startups operating across Africa.

The assignment is expected to provide intensive, individualized advisory support tailored to the specific development stage, operational priorities, market context, and growth ambitions of each participating startup. Rather than delivering standardized training, the Consultant will provide customized strategic advisory services, executive coaching, technical assistance, mentoring, implementation support, and investor readiness advisory designed to address each startup's unique opportunities and constraints.

The consulting firm shall adopt a practical, results-oriented approach focused on strengthening business performance, accelerating commercial growth, improving organizational capacity, and increasing the ability of participating startups to attract external investment and scale sustainably.

## 2.4 Target Beneficiaries

The primary beneficiaries of this assignment are twelve (12) innovative women-led technology startups selected under the AFAWA / We-Fi Technical Assistance Project. The final composition of the portfolio will be confirmed by the PIU in line with the project implementation arrangements.

The startups are expected to operate across diverse technology-enabled sectors, which may include, but are not limited to:

- Financial Technology (FinTech)
- Health Technology (HealthTech)
- Agricultural Technology (AgriTech)
- Education Technology (EdTech)
- Climate Technology (ClimateTech)
- Digital Commerce
- Software-as-a-Service (SaaS)
- Artificial Intelligence
- Digital Platforms
- Other innovative technology-enabled sectors.

The participating startups are expected to represent different stages of business maturity, requiring advisory interventions tailored to their specific circumstances rather than a standardized service package.

## 2.5 Institutional Arrangements

The consulting firm will report to the **Project Coordinator** within the Project Implementation Unit (PIU).

The Project Coordinator shall serve as the Consultant's primary point of contact and shall be responsible for:

- overall technical supervision;
- review and acceptance of deliverables;
- coordination with participating startups;
- coordination with Janngo Fund Management; and
- ensuring alignment with project objectives.

The Consultant shall work closely with:

- the Project Coordinator;
- the Assistant Project Coordinator;
- Janngo Capital Partners' investment team;
- participating startups;
- and other stakeholders designated by the Client.

The Consultant shall be expected to maintain close coordination with Janngo's investment professionals to ensure that technical advisory services complement the Fund's investment strategy and contribute to strengthening portfolio performance.

## 2.6 Guiding Principles

The Consultant shall implement the assignment in accordance with the following principles:

- **Client-centered approach**, recognizing that each startup has unique needs, growth constraints, and priorities.
- **Tailored advisory services**, avoiding one-size-fits-all solutions and ensuring that advisory interventions respond to the specific circumstances of each startup.
- **Results-oriented implementation**, emphasizing measurable business outcomes rather than the completion of advisory activities alone.
- **Knowledge transfer**, ensuring that founders and management teams acquire practical skills and tools that remain sustainable beyond the life of the project.
- **Gender-responsive implementation**, promoting women's leadership while integrating gender-lens investing principles throughout the advisory process.
- **Collaboration**, maintaining close coordination with the Project Implementation Unit, Janngo Capital Partners, and participating startups to maximize project impact.

## CHAPTER 3

## Objectives of the Assignment

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### 3.1 Overall Objective

The overall objective of this assignment is to design and deliver Growth-led Technical and Advisory Services (GTAS), implemented through a comprehensive Growth Acceleration Program, that strengthens the growth potential, operational performance, investment readiness, and long-term sustainability of twelve (12) innovative women-led technology startups through the provision of customized technical advisory services, executive coaching, mentoring, and implementation support.

The assignment is intended to enable participating startups to overcome key business constraints, accelerate commercial growth, strengthen organizational capabilities, improve governance and financial management practices, enhance their readiness for venture capital investment, and position themselves for sustainable expansion within African and international markets.

In addition to supporting individual startups, the assignment will contribute to the broader objectives of the AFAWA / We-Fi Technical Assistance Project by strengthening the ecosystem for women-led entrepreneurship and supporting Janngo Capital Partners in delivering a structured, high-quality growth advisory program.

### 3.2 Specific Objectives

The specific objectives of the assignment are to:

**a. Assess the development needs of participating startups**

Conduct comprehensive diagnostic assessments to identify each startup's strengths, weaknesses, growth constraints, operational challenges, investment readiness, and technical assistance priorities.

**b. Develop customized growth strategies**

Prepare Individual Growth Acceleration Plans that define strategic priorities, measurable objectives, implementation actions, performance indicators, and advisory interventions tailored to each startup's stage of development.

**c. Strengthen commercial performance**

Support startups in improving customer acquisition, revenue generation, business development, pricing strategies, commercialization, market expansion, and competitive positioning.

**d. Strengthen organizational capacity**

Improve leadership capability, organizational structure, talent management, governance arrangements, operational systems, and management practices necessary to support sustainable business growth.

**e. Enhance product and innovation capacity**

Support participating startups in strengthening product development, technology strategy, innovation management, product-market fit, and continuous product improvement.

**f. Improve marketing and market positioning**

Assist startups in developing effective branding, digital marketing, customer engagement, market penetration, communication, and go-to-market strategies.

**g. Strengthen financial management and investment readiness**

Improve financial planning, financial modelling, unit economics, cash flow management, fundraising strategies, investor communications, valuation preparation, due diligence readiness, and overall investment preparedness.

#### **h. Promote responsible and sustainable business growth**

Support startups in integrating Environmental, Social and Governance (ESG) principles, impact measurement, gender-responsive business practices, and long-term sustainability considerations into their business operations.

#### **i. Facilitate access to investment opportunities**

Prepare startups for engagement with venture capital investors, strategic partners, accelerators, and other financing institutions through coaching, mentoring, investor readiness support, and networking activities.

#### **j. Strengthen entrepreneurial leadership**

Provide executive coaching and mentoring to founders and senior management teams to improve strategic decision-making, leadership capability, negotiation skills, organizational management, and business resilience.

#### **k. Build sustainable internal capacity**

Ensure that knowledge, management systems, tools, and business processes developed during the assignment are institutionalized within each startup to support continued growth beyond completion of the project.

### **3.3 Expected Outcomes**

Upon completion of the assignment, the Consultant shall have contributed to achieving the following outcomes:

- Twelve (12) women-led technology startups have received customized Growth-led Technical and Advisory Services (GTAS).
- Participating startups have strengthened their commercial performance, operational capacity, and organizational effectiveness.
- Participating startups have improved their investment readiness and capacity to engage with venture capital investors.
- Founders and management teams have strengthened their leadership, governance, and strategic management capabilities.
- Participating startups have improved their customer acquisition, business development, marketing, and market positioning.
- Financial management systems, fundraising strategies, and investment documentation have been strengthened.
- ESG principles and impact management practices have been integrated into business operations where appropriate.
- Participating startups have established practical growth roadmaps supported by measurable performance indicators.
- Knowledge, tools, and management practices introduced through the assignment have been transferred to startup teams and embedded within their organizations.
- The assignment has contributed to strengthening the Growth-led Advisory Services model established by Janngo Capital Partners.

#### **Quantitative Reference Indicators (Results-Based Logical Framework)**

In addition to the outcomes above, the assignment shall specifically contribute to the following quantitative output indicators of the approved Results-Based Logical Framework of the AFAWA / We-Fi Technical Assistance

Project (Grant Agreement Annex VI / Inception Report Annex 1), which constitute the quantitative reference for Component 1:

- 12 women-led tech businesses equipped with knowledge, skills and opportunities to grow their businesses;
- 650 hours of advisory, mentoring and training delivered;
- 4 business opportunities, networking and mentorship sessions held;
- 10 growth-led advisory services modules provided.

The four indicators above are outputs and results directly under the Consultant's control and shall be contractually measurable in accordance with Chapter 5. Other indicators referred to elsewhere in these Terms of Reference, in particular hybrid financing mobilized toward the project's USD 30 million target (Section 5.2, Deliverable 6) and startup revenue growth, are outcomes that depend materially on the decisions of investors, markets and other third parties. The Consultant shall establish baselines, implement the agreed interventions, and monitor, document and evidence its contribution to these outcome indicators in accordance with Section 5.2, but such outcome indicators shall not be treated as unconditional performance guarantees by the Consultant.

### **3.4 Guiding Principles**

Throughout the assignment, the Consultant shall apply the following principles:

#### **a) Tailored Advisory Services**

Advisory services shall be customized to the specific needs, maturity, business model, and growth ambitions of each startup. Standardized or generic advisory approaches shall not be considered sufficient.

#### **b) Results-Based Implementation**

The Consultant shall focus on achieving measurable improvements in business performance and organizational capacity rather than solely delivering advisory activities.

#### **c) Practical Implementation Support**

The assignment shall emphasize practical implementation of recommendations, working closely with startup management teams to facilitate the execution of agreed actions.

#### **d) Founder-Centered Approach**

The Consultant shall recognize founders as the primary drivers of business growth and shall actively strengthen their leadership capacity, strategic decision-making, and entrepreneurial capabilities.

#### **e) Collaboration**

The Consultant shall work collaboratively with the Project Implementation Unit, Janngo Capital Partners, participating startups, mentors, investors, and other relevant stakeholders to maximize project outcomes.

#### **f) Knowledge Transfer**

The Consultant shall ensure that advisory services strengthen the long-term capacity of startup teams through coaching, mentoring, documentation, and practical skills transfer.

## CHAPTER 4

## Scope of Services

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### 4.1 General Requirements

The Consultant shall design, manage, and deliver Growth-led Technical and Advisory Services (GTAS) through a comprehensive Growth Acceleration Program, for twelve (12) innovative women-led technology startups participating in the AFAWA / We-Fi Technical Assistance Project.

The assignment shall adopt a highly customized, results-oriented approach that combines strategic advisory services, technical assistance, executive coaching, mentoring, implementation support, and investor readiness advisory. Recognizing that participating startups will vary in terms of sector, business maturity, organizational capacity, commercial performance, investment readiness, and growth ambitions, the Consultant shall tailor advisory services to the specific needs of each startup rather than deliver a standardized curriculum.

Throughout the assignment, the Consultant shall work closely with the Project Implementation Unit (PIU), Janngo Capital Partners, startup founders, and other relevant stakeholders to ensure that advisory interventions are practical, implementation-focused, and aligned with the project's development objectives.

Unless otherwise approved by the Client, all reports, presentations, training materials, and advisory tools shall be prepared in English. Where appropriate, selected advisory sessions may be delivered in French to accommodate participating startups.

The assignment shall be implemented through a needs-based model applied individually to each of the twelve (12) participating startups. The Consultant shall not be required to deploy all ten technical domains described in Section 4.5 to every startup. Instead, the diagnostic assessment conducted for each startup under Phase II shall determine the priority service domains, the specific interventions required, and the corresponding level of effort, all of which shall be reflected in that startup's Growth Acceleration Plan.

Notwithstanding the startup-level customization described above, all ten technical domains set out in Section 4.5 shall be covered across the overall portfolio of twelve (12) participating startups over the course of the assignment, even though the specific combination of domains deployed to any individual startup is determined by that startup's diagnostic assessment and Growth Acceleration Plan rather than fixed in advance.

### 4.2 Phase I – Inception and Mobilization

Mobilization is a joint exercise between the Consultant and the Project Implementation Unit (PIU) rather than a purely administrative formality. During this phase, core members of the Consultant's team are expected to engage substantively with Janngo Capital Partners and, where feasible, with the twelve participating startups, so that the diagnostic and advisory work carried out in Phases II and III from the outset reflects an accurate understanding of the Fund's investment thesis, portfolio management practices, and the operating context of each startup. A well-executed mobilization phase reduces the risk of misaligned expectations later in the assignment and allows the Consultant to calibrate its diagnostic tools to the African innovation ecosystem before diagnostic work begins.

The objective of this phase is to establish a common understanding of the assignment, confirm the implementation methodology, and prepare for effective delivery of advisory services.

The Consultant shall:

- review all project documentation relevant to the assignment;
- participate in a kick-off meeting with the Client and the PIU;

- meet with Janngo Capital Partners to understand the investment strategy, startup selection process, and portfolio support approach;
- review available information on participating startups;
- validate the implementation methodology and communication protocols;
- prepare a detailed work plan covering the entire assignment;
- identify potential implementation risks and propose mitigation measures; and
- establish quality assurance and internal reporting procedures.

Taken together, these activities are expected to produce a jointly validated understanding of the assignment's scope, a realistic implementation timetable, and a set of agreed working arrangements that will govern collaboration between the Consultant, the PIU, and Janngo Capital Partners for the remainder of the assignment.

**Deliverable:** Inception Report.

### 4.3 Phase II – Startup Diagnostic Assessments

Diagnostic assessments shall combine desk-based review of available startup documentation, such as financial statements, product materials, organizational charts, and prior investor communications, with structured interviews and, where feasible, site visits to each startup's operating team. The diagnostic is not intended as a compliance checklist; it is the analytical foundation on which the Individual Growth Acceleration Plans in Phase III will be built, and its findings must be sufficiently granular to support prioritization of advisory interventions across the ten technical domains described under Phase IV.

The Consultant shall undertake a comprehensive diagnostic assessment for each participating startup. The purpose of the diagnostic is to establish a baseline, identify growth constraints, assess organizational capacity, and determine the advisory interventions required during implementation.

Each diagnostic assessment shall include, at a minimum:

#### **Business Model Assessment**

- value proposition;
- customer segments;
- revenue model;
- competitive positioning;
- business strategy.

#### **Commercial Performance Assessment**

- customer acquisition;
- sales performance;
- revenue trends;
- pricing strategy;
- business development pipeline.

#### **Product and Technology Assessment**

- product maturity;
- product-market fit;

- technology architecture;
- innovation pipeline;
- scalability.

**Organizational Assessment**

- leadership;
- governance;
- organizational structure;
- decision-making processes;
- human resource capacity.

**Financial Assessment**

- financial management systems;
- budgeting;
- cash flow management;
- financial controls;
- financial reporting.

**Investment Readiness Assessment**

- fundraising history;
- investment strategy;
- due diligence readiness;
- investor documentation;
- valuation assumptions.

**ESG and Impact Assessment**

- environmental considerations;
- social impact;
- gender practices;
- governance arrangements;
- impact measurement.

The Consultant shall use internationally recognized startup assessment methodologies adapted to the African innovation ecosystem.

Each assessment shall conclude with:

- identification of key strengths;
- priority risks;
- growth constraints;
- technical assistance needs;
- recommended interventions.

Findings from the seven assessment dimensions above shall be synthesized into a single narrative and scored diagnostic for each startup rather than presented as a set of disconnected checklists. This synthesis is what allows the Consultant, Janngo Capital Partners, and each startup's founders to reach a shared view of priorities before advisory delivery begins under Phase IV.

**Deliverable:** Twelve (12) Diagnostic Assessment Reports.

#### 4.4 Phase III – Preparation of Individual Growth Acceleration Plans

Because the twelve participating startups differ significantly in sector, business model, and stage of maturity, no two Growth Acceleration Plans are expected to be identical. Each plan shall draw selectively on the ten technical domains described under Phase IV, prioritizing those most relevant to the constraints identified during the corresponding diagnostic assessment, rather than attempting to address every domain with equal intensity. The Growth Acceleration Plan is intended as a working management tool rather than a static report: it should be specific enough to guide day-to-day advisory delivery while remaining adaptable as a startup's circumstances evolve.

Based on the findings of the diagnostic assessments, the Consultant shall prepare a customized Growth Acceleration Plan for each participating startup.

Each plan shall include:

- executive summary;
- strategic objectives;
- priority growth opportunities;
- key operational constraints;
- advisory interventions;
- implementation roadmap;
- milestones;
- performance indicators;
- expected outcomes;
- responsibilities;
- implementation schedule.

The Growth Acceleration Plan shall serve as the principal management tool for delivery of advisory services throughout the assignment.

Growth Acceleration Plans shall be reviewed and validated with the Client and each participating startup before implementation.

**Deliverable:** Twelve (12) Individual Growth Acceleration Plans.

#### 4.5 Phase IV – Delivery of Growth-led Technical and Advisory Services (GTAS)

This phase constitutes the core of the assignment. The Consultant shall implement the Growth Acceleration Plans through customized advisory interventions designed to strengthen the commercial performance, operational capacity, investment readiness, and long-term sustainability of participating startups.

The Consultant shall provide advisory services across the following technical domains, as applicable to the needs of each startup.

**4.5.1 Customer Acquisition**

Support startups to strengthen customer acquisition strategies through market segmentation, customer targeting, lead generation, customer journey mapping, sales funnel optimization, customer retention strategies, pricing optimization, and performance measurement.

**4.5.2 Sales and Business Development**

Assist startups in strengthening commercial strategies, revenue generation, strategic partnerships, channel development, enterprise sales, contract negotiations, customer relationship management, and business expansion.

**4.5.3 Talent Recruitment and Organizational Development**

Support startups in strengthening organizational capacity through recruitment planning, organizational design, performance management systems, succession planning, staff retention strategies, and human capital development.

**4.5.4 Leadership, Executive Mentoring and Networking**

Provide executive coaching to founders and senior management teams to strengthen strategic leadership, governance, organizational management, negotiation skills, communication, decision-making, and change management. This domain also encompasses the organization of business opportunities, networking and mentorship sessions connecting founders with peers, mentors, investors and strategic partners.

**4.5.5 Technology Product and Innovation**

Support startups in strengthening product strategy, product-market fit, innovation management, product development, technology roadmaps, user experience, digital transformation, and technology scalability.

**4.5.6 Go-to-Market Strategy and Market Positioning**

Assist startups in refining market positioning, branding, commercialization strategies, customer segmentation, market expansion, partnership development, and competitive differentiation.

**4.5.7 Growth and Digital Marketing**

Provide advisory services covering digital marketing strategy, customer engagement, social media, search engine optimization, digital advertising, analytics, conversion optimization, and marketing performance measurement.

**4.5.8 Impact Measurement and ESG**

Support startups in integrating environmental, social, and governance (ESG) principles into business operations, strengthening gender-responsive business practices, defining impact indicators, and improving sustainability reporting.

**4.5.9 Finance and Fundraising**

Support startups in strengthening financial planning, budgeting, financial modelling, cash flow forecasting, unit economics, investor presentations, fundraising strategies, valuation preparation, due diligence readiness, and engagement with venture capital investors.

**4.5.10 Scale and Sustainability**

Assist startups in developing long-term growth strategies, operational scaling plans, business continuity strategies, strategic partnerships, regional expansion plans, and sustainable business models.

**4.6 Phase V – Investor Readiness and Ecosystem Engagement**

Investor readiness support shall be sequenced to match each startup's fundraising timeline rather than delivered as a generic module at a fixed point in the assignment. Some startups may be ready to engage investors early in the assignment, while others may only reach that stage following sustained support under Phase IV. The Consultant shall coordinate closely with Janngo Capital Partners' investment team throughout this phase to ensure that investor readiness activities are aligned with, and do not duplicate, the Fund's own engagement with prospective co-investors and existing shareholders.

The Consultant shall prepare participating startups for engagement with investors by:

- refining investment presentations;
- preparing investor documentation;
- organizing mock investment presentations;
- providing negotiation coaching;
- facilitating networking with investors and strategic partners;
- supporting participation in demonstration events and investment forums.

Where appropriate, the Consultant shall also facilitate the participation of startup founders in relevant demonstration days, pitch events, or investor forums identified by Janngo Capital Partners or the PIU, recognizing that credibility with investors is built cumulatively through repeated, well-prepared engagement rather than a single advisory intervention.

#### **4.7 Phase VI – Monitoring, Reporting and Knowledge Transfer**

Monitoring, reporting, and knowledge transfer are not treated as a distinct, end-of-assignment activity but as a continuous thread running alongside the diagnostic, planning, and advisory delivery work described under Phases II through V. The Consultant is expected to track implementation progress in parallel with service delivery, so that underperforming interventions can be identified and adjusted while there is still time to act, rather than being surfaced only in the Final Completion Report.

Throughout implementation, the Consultant shall:

- monitor progress against Growth Acceleration Plans;
- measure progress against agreed KPIs;
- document lessons learned;
- update implementation plans where necessary;
- submit periodic technical reports;
- maintain records of advisory sessions;
- ensure effective transfer of knowledge, tools, methodologies, and management practices to startup teams.

For the purposes of the minimum 650-hour requirement referred to in Section 3.3 and Section 5.7, "advisory, mentoring and training hours" mean direct, beneficiary-facing time spent by the Consultant's experts working with startup founders or management teams, whether delivered remotely or in person. These hours exclude internal administration, travel time, and the preparation of reports and other internal documentation. The Consultant shall maintain, for each session, validated timesheets and attendance records identifying the startup, the relevant technical domain under Section 4.5, the expert(s) involved, the date, and the delivery format, together with a record of beneficiary feedback on the quality of the session, in accordance with Section 5.2 (Deliverable 4).

A particular emphasis of this phase is to ensure that the tools, frameworks, and practices introduced during advisory delivery remain usable by startup teams after the Consultant's engagement ends. Wherever possible,

advisory sessions should be structured to enable startup staff to actively participate in developing outputs, for example by building a financial model together rather than receiving a finished model, so that the underlying capability, rather than merely the deliverable itself, is transferred.

At the completion of the assignment, the Consultant shall prepare a Final Completion Report summarizing activities undertaken, results achieved, lessons learned, recommendations, and sustainability measures.

Monitoring under this assignment shall be limited to the Consultant's own contractual outputs and the beneficiary-level results of the twelve (12) supported startups, including the implementation of the twelve (12) Growth Acceleration Plans, delivery of at least 650 hours of advisory, mentoring, and training services, organization of the four (4) networking and mentorship sessions, and delivery of the ten (10) GTAS modules, together with the results achieved by the supported startups. The Consultant shall provide the corresponding data and supporting evidence to the PIU. Responsibility for overall project-level monitoring, reporting, and evaluation lies outside the scope of this assignment and will be undertaken under a separate contract.

Within this boundary, the Consultant is responsible for establishing beneficiary-level baselines, collecting and validating startup-level data, tracking its own contractual outputs and the beneficiary-level results referred to above, explaining material variances against the Growth Acceleration Plans, and submitting supporting evidence to the PIU, in the formats set out in Section 5.2. The PIU retains responsibility for quality review of the data submitted and for consolidated, project-level reporting across the project's components and consultants, including reconciliation with the monitoring function performed under a separate contract.

## CHAPTER 5

# Deliverables and Reporting Requirements

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## 5.1 General Requirements

The Consultant shall be responsible for preparing and submitting all deliverables described in these Terms of Reference. Deliverables shall demonstrate the satisfactory completion of the activities described under the Scope of Services and shall provide sufficient information to enable the Client to assess progress, verify outputs, and monitor achievement of the assignment objectives.

All deliverables shall be prepared in English unless otherwise agreed by the Client. Reports shall be submitted electronically in editable Microsoft Office format (Word, Excel, and PowerPoint, as applicable) together with PDF versions. Any supporting analytical tools, templates, databases, or models developed under the assignment shall also be submitted in editable format.

The Consultant shall ensure that all deliverables are of professional quality, internally consistent, evidence-based, and suitable for operational use by the Client and participating startups.

The Client reserves the right to request revisions where deliverables do not adequately address the requirements of the Terms of Reference. The Consultant shall revise and resubmit deliverables at no additional cost within the period specified by the Client.

## 5.2 Deliverables

The Consultant shall produce, at a minimum, the following deliverables.

### Deliverable 1 – Inception Report

The Inception Report shall be submitted within **three (3) weeks** of contract commencement.

The report shall include:

- understanding of the assignment;
- proposed implementation methodology;
- detailed work plan;
- implementation schedule;
- communication and reporting arrangements;
- quality assurance procedures;
- risk assessment and mitigation measures;
- stakeholder engagement approach;
- proposed diagnostic methodology;
- proposed monitoring framework;
- a module-to-startup implementation and KPI matrix, structured by technical domain, activity, responsible expert(s), direct advisory hours, expected outputs, supporting evidence and implementation schedule, to be maintained and updated as each Growth Acceleration Plan is finalized under Deliverable 3;
- a staffing matrix mapping the ten technical domains set out in Section 4.5 to the Key Experts and anticipated non-Key specialist profiles responsible for their delivery, including the designated gender and gender-lens investing expertise referred to in Section 7.4;
- a KPI dictionary defining each indicator referred to in these Terms of Reference, a data-source register identifying the origin of the corresponding data, and the reporting templates to be used throughout implementation;
- baseline, target and actual tables for the indicators set out in Section 3.3 and Section 5.2 (Deliverable 6).

The Inception Report shall serve as the operational roadmap for the assignment.

## **Deliverable 2 – Startup Diagnostic Assessment Reports**

The Consultant shall prepare one Diagnostic Assessment Report for each participating startup.

Each report shall include:

- business profile;
- diagnostic findings;
- organizational assessment;
- commercial assessment;
- technology assessment;
- leadership assessment;
- financial assessment;
- investment readiness assessment;
- ESG assessment;
- SWOT analysis;
- priority constraints;
- opportunities for growth;

- recommended advisory interventions.

**Total Deliverables:** Twelve (12) reports.

### **Deliverable 3 – Individual Growth Acceleration Plans**

Following completion of the diagnostic assessments, the Consultant shall prepare one Growth Acceleration Plan for each startup.

Each plan shall include:

- strategic objectives;
- advisory priorities;
- implementation roadmap;
- milestones;
- advisory calendar;
- performance indicators;
- implementation responsibilities;
- monitoring arrangements;
- expected results.

Each plan shall be reviewed and validated jointly with the Client and the startup prior to implementation.

Each Growth Acceleration Plan shall identify:

- (i) the priority advisory domains, among those set out in Section 4.5, that are applicable to the startup;
- (ii) the interventions to be delivered;
- (iii) the expected outputs and results;
- (iv) the required Key Expert and/or non-key expert profile(s);
- (v) the indicative level of effort, expressed in direct advisory hours consistent with Section 4.7; and
- (vi) the supporting evidence to be maintained for that startup, consistent with the module-to-startup implementation and KPI matrix required under Section 5.2 (Deliverable 1).

The approved Growth Acceleration Plans shall form the basis for the deployment of the Consultant's Key Experts and non-key experts during implementation and shall guide the sequencing and prioritization of advisory interventions throughout the assignment.

**Total Deliverables:** Twelve (12) plans.

### **Deliverable 4 – Monthly Progress Reports**

The Consultant shall submit Monthly Progress Reports throughout implementation.

Each report shall summarize:

- activities undertaken;
- advisory sessions delivered;
- progress against work plan;
- progress by startup;

- issues encountered;
- corrective actions;
- activities planned for the following month.

Monthly reports shall also include a summary of advisory hours delivered and startup participation, disaggregated by startup, technical domain, expert, date and delivery format, together with the corresponding beneficiary quality feedback and cumulative verified hours against the 650-hour requirement, consistent with Section 4.7 and the payment milestones set out in Section 5.7.

#### **Deliverable 5 – Quarterly Technical Progress Reports**

The Consultant shall prepare comprehensive Quarterly Technical Reports summarizing progress against the assignment objectives.

Each report shall include:

- implementation progress;
- achievements against KPIs;
- progress against Growth Acceleration Plans;
- challenges encountered;
- lessons learned;
- updated risk assessment;
- recommendations for improving implementation.

#### **Deliverable 6 – Startup Performance Monitoring Dashboard**

Throughout implementation, the Consultant shall maintain a performance dashboard covering each participating startup.

The dashboard shall include indicators relating to:

- business growth;
- customer acquisition;
- revenue;
- fundraising progress;
- product development;
- staffing;
- implementation status;
- investment readiness;
- advisory activities completed; and
- startup-level progress against the project's USD 30 million hybrid financing target, disaggregated by equity, debt and grant, and covering financing sought, the investor pipeline and engagements, term sheets, commitments, amounts secured (with supporting evidence) and amounts disbursed; and baseline and periodic revenue, the absolute change and the percentage growth. For this purpose, "committed" means financing for which a term sheet or binding commitment has been obtained; "secured" means financing for which definitive legal documentation has been executed; and "disbursed" means funds actually received by the startup, each supported by the evidence identified in the data-source register required under Section

5.2 (Deliverable 1). These definitions apply consistently wherever financing status is reported under this assignment, including in the Investor Readiness Packages (Deliverable 7).

The dashboard shall be updated quarterly.

### **Deliverable 7 – Investor Readiness Packages**

The Consultant shall prepare comprehensive Investor Readiness Packages for each participating startup.

Each package shall include, where applicable:

- executive summary;
- investment profile;
- investor pitch deck;
- financial model;
- valuation assumptions;
- fundraising strategy;
- due diligence documentation checklist;
- investment roadmap; and
- a company-specific financing objective, expressed in targeted, committed and secured financing as at the end of the assignment, using the definitions in Section 5.2 (Deliverable 6); a readiness-gap analysis; an investor targeting strategy; an investor engagement pipeline identifying an action owner and a follow-up plan; and evidence that the underlying tools and analyses have been co-developed with, or transferred to, the startup's own team.

### **Deliverable 8 – Knowledge Products**

The Consultant shall prepare practical knowledge products developed during implementation.

These may include:

- advisory tools;
- templates;
- diagnostic instruments;
- guidance notes;
- checklists;
- coaching materials;
- training materials;
- implementation guides.

All knowledge products shall become the property of the Client.

In accordance with the Grant Agreement (Section 3.06 – Donor Visibility), all knowledge products, success stories and other public-facing materials produced under this Deliverable shall conspicuously acknowledge the role of the We-Fi Donors and the African Development Bank.

### **Deliverable 9 – Final Completion Report**

At the conclusion of the assignment, the Consultant shall prepare a comprehensive Final Report.

The report shall include:

- summary of activities;
- achievements;
- results against KPIs;
- performance of participating startups;
- lessons learned;
- sustainability measures;
- recommendations;
- knowledge transfer activities;
- success stories;
- annexes.

The results section of the Final Report shall compare baseline, target and actual performance for each startup and for each indicator referred to in Section 3.3 and Section 5.2 (Deliverable 6), explain any material variance, and include a post-assignment sustainability plan for each participating startup.

In accordance with the Grant Agreement (Section 3.06 – Donor Visibility), the success stories and any public-facing materials included in the Final Report shall conspicuously acknowledge the role of the We-Fi Donors and the African Development Bank.

### 5.3 Deliverable Schedule

| Deliverable                 | Indicative Due Date                                                                           |
|-----------------------------|-----------------------------------------------------------------------------------------------|
| Inception Report            | Within 3 weeks after contract signature                                                       |
| Diagnostic Reports          | Within 8 weeks                                                                                |
| Growth Acceleration Plans   | Within 12 weeks                                                                               |
| Monthly Progress Reports    | Monthly                                                                                       |
| Quarterly Reports           | Months 5, 7 and 8 (compressed cadence under the 9-month assignment duration; see Section 5.7) |
| Monitoring Dashboard        | Updated alongside each progress report (Months 5, 7 and 8)                                    |
| Investor Readiness Packages | Prior to investor engagement activities                                                       |
| Knowledge Products          | Throughout implementation                                                                     |
| Final Report                | One month before contract completion                                                          |

The indicative due dates above are expressed relative to the actual Contract Signature date [date to be confirmed] and reflect the nine (9)-month assignment duration set out in Section 8.1.

### 5.4 Review and Approval Process

All deliverables shall be submitted to the Project Coordinator for review.

The Client shall review each deliverable and provide written comments within **seven (7) working days** of receipt.

Where revisions are requested, the Consultant shall address all comments and resubmit the revised deliverable within **five (5) working days**, unless otherwise agreed.

Acceptance of a deliverable shall be confirmed in writing by the Client.

Submission of a deliverable shall not be considered equivalent to acceptance.

The review and resubmission periods above have been aligned with the nine (9)-month assignment duration set out in Section 8.1, to preserve adequate buffer before the Project's Closing Date, particularly for deliverables due in the final months of the assignment.

## 5.5 Quality Assurance

The Consultant shall establish an internal quality assurance system to ensure that all deliverables:

- comply with these Terms of Reference;
- are technically sound;
- are internally consistent;
- are evidence-based;
- are professionally presented;
- are suitable for operational implementation.

The Consultant shall designate a senior quality reviewer independent of the day-to-day implementation team to review major deliverables prior to submission.

## 5.6 Ownership of Deliverables

All reports, assessments, analytical tools, methodologies, templates, presentations, databases, training materials, software configurations, and other outputs developed under this assignment shall become the exclusive property of TECH4GOOD CI SAS.

The Consultant shall not reproduce, distribute, publish, or otherwise use any deliverables prepared under this assignment without the prior written authorization of the Client.

## 5.7 Indicative Payment Schedule

Payments under the Contract shall be made against the satisfactory delivery and formal acceptance of the deliverables described in this Chapter, in accordance with the indicative payment schedule set out below. Percentages are expressed as a share of the total Contract Price, inclusive of all professional fees, reimbursable expenses, and applicable taxes. No payment shall be made in respect of any deliverable until it has been reviewed and accepted in writing by the Client in accordance with Section 5.4.

| # | Payment Milestone                        | % of Contract Price |
|---|------------------------------------------|---------------------|
| 1 | Inception Report                         | 10%                 |
| 2 | 12 Diagnostic Assessment Reports         | 15%                 |
| 3 | 12 Individual Growth Acceleration Plans  | 15%                 |
| 4 | 25% of verified advisory hours delivered | 15%                 |
| 5 | 50% of verified advisory hours delivered | 15%                 |

| # | Payment Milestone                                                                                                                                                      | % of Contract Price |
|---|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|
| 6 | 80% of verified advisory hours delivered, completion of the four (4) business opportunities/networking/mentorship sessions, and updated financing and revenue tracking | 15%                 |
| 7 | Final completion (at least 650 verified advisory hours, portfolio coverage of 10 modules, 12 Investor Readiness Packages, final KPI results and knowledge transfer)    | 15%                 |
|   | <b>TOTAL</b>                                                                                                                                                           | <b>100%</b>         |

The percentages, milestones, and indicative timing set out above are without prejudice to the final Schedule of Payments to be agreed in the Special Conditions of Contract, which shall prevail in the event of any inconsistency. The indicative timing reflects the nine (9)-month assignment duration set out in Section 8.1, expressed relative to the actual Contract Signature date [date to be confirmed], subject in all cases to completion sufficiently before the Project's Closing Date. The Client reserves the right to withhold, on a pro-rata basis, payment corresponding to any startup or activity for which the underlying deliverable has not been satisfactorily completed.

## CHAPTER 6

## Methodology and Approach

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### 6.1 General Approach

The Consultant shall propose a comprehensive methodology and approach for the successful implementation of the assignment described in these Terms of Reference.

The proposed methodology shall demonstrate the Consultant's understanding of the assignment and explain how it intends to deliver customized Growth-led Technical and Advisory Services to the twelve (12) participating startups, taking into account differences in their sectors, stages of development, business models, growth priorities, and advisory needs.

The Consultant shall have flexibility to propose the approaches, tools, methodologies, advisory modalities, sequencing of activities, and deployment of expertise that it considers most appropriate to achieve the objectives and required results of the assignment.

The methodology shall be practical, results-oriented, adaptable to the needs of individual startups, and consistent with the scope of services, deliverables, quantitative requirements, and implementation arrangements set out in these Terms of Reference.

### 6.2 Proposed Methodology

As part of its Technical Proposal, the Consultant shall describe its proposed methodology and approach for carrying out the assignment.

The methodology shall address, as appropriate:

- the Consultant's overall approach to implementation of the assignment;
- the approach to assessing the needs, growth constraints, and priorities of participating startups;
- the approach to developing and implementing customized Growth Acceleration Plans;
- the approach to delivering the Growth-led Technical and Advisory Services described in Section 4.5;
- the approach to supporting investment readiness, mentoring, networking, and knowledge transfer;
- the proposed organization and deployment of the Consultant's team and specialist expertise;
- the approach to monitoring implementation progress and results;
- stakeholder coordination and engagement;
- quality assurance and risk management; and
- any innovative approaches, tools, or methodologies proposed to enhance the effectiveness and sustainability of the assignment.

The Consultant may propose additional or alternative methodological approaches where it considers that these would improve the quality, efficiency, or effectiveness of the assignment, provided that the proposed approach remains consistent with the objectives, scope, required outputs, and minimum requirements of these Terms of Reference.

### **6.3 Work Plan and Implementation Arrangements**

The Consultant shall propose a detailed work plan demonstrating how the assignment will be implemented within the required timeframe.

The work plan shall present the proposed sequencing and timing of activities, key milestones and deliverables, deployment of Key Experts and other specialist expertise, and the allocation of resources necessary to perform the assignment.

The Consultant shall demonstrate how its proposed methodology and work plan will achieve the requirements of the assignment, including support to all twelve (12) participating startups and the minimum quantitative requirements established in these Terms of Reference.

The proposed methodology and work plan shall be further refined, as necessary, during the inception phase in consultation with the Client and reflected in the approved Inception Report.

## CHAPTER 7

## Team Composition and Qualification Requirements

### 7.1 General Requirements

The Consultant shall be a qualified consulting firm with demonstrated institutional experience in startup acceleration, venture capital ecosystems, entrepreneurship development, business advisory services, and innovation support.

The Consultant shall demonstrate relevant experience in the successful implementation of assignments of comparable scope and complexity, including growth acceleration and business scale-up advisory services for startups and/or SMEs, fundraising and investment-readiness support, and the delivery of technical assistance to multiple beneficiary companies. Relevant experience in African markets or comparable emerging-market environments, as well as experience supporting women-led businesses and/or gender-lens investing initiatives, will be considered an advantage.

The Consultant shall provide a multidisciplinary team of qualified professionals with the technical expertise required to deliver all components of the assignment and provide high-quality advisory services across the ten technical domains described in Section 4.5.

The Consultant shall ensure that all proposed experts possess the necessary academic qualifications, professional experience, and practical implementation expertise required to successfully deliver the assignment.

The Consultant shall propose a **core team comprising four (4) Key Experts**, supported by non-key specialist experts mobilized according to the specific needs identified during the startup diagnostic assessments and the approved Growth Acceleration Plans. The four Key Experts shall collectively provide the expertise necessary to deliver advisory services across all technical domains of the assignment. The Consultant shall mobilize additional non-key experts where specialized expertise is required to implement the approved Growth Acceleration Plans.

### 7.2 Indicative Staffing and Level of Effort

The following table presents the indicative level of effort for the Key Experts required for the assignment. The Consultant shall propose the deployment and allocation of expert inputs necessary to implement its proposed methodology and work plan and to achieve the requirements of these Terms of Reference.

The Consultant may propose adjustments to the distribution of inputs among the Key Experts, where justified by its proposed methodology, provided that the overall level of effort and required technical coverage are adequate for successful implementation of the assignment and consistent with the requirements of the RFP.

| Position                                                                        | No. of Experts | Indicative Months | Person- |
|---------------------------------------------------------------------------------|----------------|-------------------|---------|
| Key Expert 1 – Team Leader / Growth Acceleration and Venture Capital Specialist | 1              | 7.5               |         |
| Key Expert 2 – Finance, Fundraising and Investment Readiness Specialist         | 1              | 5.5               |         |
| Key Expert 3 – Commercial Growth, Marketing and Business Development Specialist | 1              | 5.5               |         |

|                                                                                     |          |             |
|-------------------------------------------------------------------------------------|----------|-------------|
| Key Expert 4 – Technology, Product Innovation and Digital Transformation Specialist | 1        | 5.0         |
| <b>Total Key Expert Input</b>                                                       | <b>4</b> | <b>23.5</b> |

In addition to the Key Experts above, the Consultant shall provide the non-key specialist expertise required to implement the approved Growth Acceleration Plans. The Consultant shall identify in its Technical Proposal the anticipated specialist profiles and indicative level of effort based on its proposed methodology. The final deployment of non-key specialists shall be refined following completion of the startup diagnostic assessments.

The Consultant's Technical and Financial Proposals shall clearly distinguish direct beneficiary-facing advisory inputs from preparation, coordination, travel and reporting inputs and demonstrate consistency between the proposed level of effort, expert deployment, specialist coverage and the minimum 650 direct advisory hours required under these Terms of Reference.

### 7.3 Key Experts

The Consultant shall, at a minimum, provide the following Key Experts.

#### Key Expert 1 – Team Leader / Startup Growth Advisor

The Team Leader shall be responsible for the overall technical management and coordination of the assignment, quality assurance, supervision of the consulting team, management of stakeholder relationships, and liaison with the Client. The Team Leader shall also provide strategic growth advisory services to participating startups, including executive coaching, leadership development, organizational strengthening, governance advisory, and oversight of the Consultant's monitoring and reporting responsibilities under this assignment.

##### Minimum Qualifications

- Master's degree or higher in Business Administration, Entrepreneurship, Economics, Finance, Engineering, Innovation Management, or another relevant discipline.
- At least twelve (12) years of professional experience in entrepreneurship development, startup acceleration, venture capital, business growth, innovation ecosystems, or related advisory services.
- Demonstrated experience leading multidisciplinary consulting assignments of comparable scope and complexity.
- Demonstrated experience providing executive coaching and strategic advisory services to startup founders and senior management teams.
- Experience working in Sub-Saharan Africa is highly desirable.
- Excellent communication, stakeholder engagement, and project management skills.

#### Key Expert 2 – Investment Readiness, Finance and ESG Specialist

The Specialist shall support participating startups in strengthening financial management, fundraising strategies, investor engagement, financial modelling, valuation preparation, due diligence readiness, venture capital investment readiness, ESG integration, impact measurement, and gender-lens investing practices.

##### Minimum Qualifications

- Master's degree in Finance, Economics, Investment Management, Business Administration, or another relevant discipline.
- At least ten (10) years of professional experience in venture capital, private equity, investment banking, startup financing, fundraising, or corporate finance.
- Demonstrated experience supporting startups through fundraising and investment readiness processes.

- Demonstrated experience preparing investment documentation, financial models, and investor presentations.
- Demonstrated experience integrating ESG principles, impact measurement, and gender-lens investing into advisory services

### **Key Expert 3 – Business Growth and Go-to-Market Specialist**

The Specialist shall support participating startups in strengthening commercial growth, customer acquisition, revenue generation, business development, strategic partnerships, commercialization, branding, digital marketing, market positioning, and go-to-market strategy.

#### **Minimum Qualifications**

- Master's degree in business administration, Marketing, Communications, Economics, or another relevant discipline.
- At least ten (10) years of professional experience supporting growth-stage businesses, startup ecosystems, or technology-enabled enterprises.
- Demonstrated experience in commercial strategy, business scaling, customer acquisition, market expansion, and digital marketing.
- Demonstrated experience supporting technology startups through growth and commercialization initiatives.

### **Key Expert 4 – Technology, Product Innovation and Digital Transformation Specialist**

The Specialist shall provide advisory services relating to product strategy, product development, product-market fit, technology architecture, innovation management, digital transformation, technology scalability, and the commercialization of technology-enabled solutions.

#### **Minimum Qualifications**

- Degree in Computer Science, Engineering, Information Technology, Innovation Management, or another relevant discipline.
- At least eight (8) years of relevant professional experience supporting technology-based businesses or innovation ecosystems.
- Demonstrated experience in product development, technology strategy, innovation management, or digital transformation.
- Experience supporting technology startups is highly desirable.

## **7.4 Non-Key Experts and Support Staff**

In addition to the four Key Experts described in Section 7.3, the Consultant shall mobilize the non-Key specialist expertise required by the approved Growth Acceleration Plans following the startup diagnostics. This shall include HR/talent, specialized ESG/impact, M&E, sector specialists, financial analysts, startup coaches, event support, together with a designated gender and gender-lens investing specialist mobilized as required, with defined inputs to the startup diagnostics, advisory delivery, KPI design and reporting referred to in Section 4.5 and Chapter 5, and other expertise required to implement the approved Growth Acceleration Plans. These resources should be included in the Consultant's technical and financial proposals but should not be evaluated as mandatory Key Experts.

## **7.5 Replacement of Key Experts**

Key Experts proposed in the Consultant's technical proposal shall not be replaced during implementation without the prior written approval of the Client.

Any proposed replacement shall possess qualifications and experience equal to or better than those of the expert originally proposed and evaluated.

Replacement of Key Experts shall not result in any additional cost to the Client.

### **7.6 Availability of Key Experts**

The Consultant shall not assume that Key Experts are continuously deployed throughout the full nine-month assignment. Instead, the Consultant shall propose, in its technical proposal, the level of effort for each Key Expert by phase, supported by the needs of the 12 startups identified during the diagnostics and by the proposed implementation methodology. The proposed level of effort shall be reflected in the Consultant's technical and financial proposals and shall be consistent with the proposed implementation methodology.

The Team Leader shall maintain overall responsibility for technical coordination throughout implementation and shall participate in all major review meetings with the Client.

### **7.7 Language Requirements**

The Consultant shall ensure that the proposed team collectively possesses excellent written and oral communication skills in **English**.

Given the geographic scope of the assignment, proficiency in **French** will be considered an asset, particularly for assignments involving Francophone startups.

**CHAPTER 8****Duration, Implementation Arrangements and Reporting**

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**8.1 Duration of the Assignment**

The assignment is expected to be implemented over a period of nine (9) months from the actual date of Contract Signature [date to be confirmed], and shall in any event be completed no later than 30 December 2027, the closing date of the AFAWA / We-Fi Technical Assistance Project.

The Consultant shall mobilize the proposed Key Experts promptly following contract signature and shall ensure the availability of qualified personnel as required under the approved Work Plan and Growth Acceleration Plans throughout the implementation period.

The Consultant shall prepare a detailed implementation schedule showing the sequencing of all activities, deliverables, review meetings, and reporting milestones.

The Consultant shall be responsible for completing all services and submitting all contractual deliverables within the agreed implementation period.

**8.2 Place of Performance**

The assignment will be implemented primarily through a combination of remote advisory services and in-person engagements, as appropriate.

The Consultant shall be expected to provide advisory services to startups located in different African countries.

The Consultant shall determine the most effective combination of virtual and face-to-face support while ensuring the quality and effectiveness of advisory services.

Travel, where necessary, shall be proposed by the Consultant and approved by the Client.

**8.3 Implementation Arrangements**

The assignment shall be implemented under the overall supervision of the Project Coordinator of the Project Implementation Unit (PIU).

The Consultant shall designate a Team Leader who shall serve as the primary point of contact for the Client throughout the duration of the assignment.

The Team Leader shall be responsible for:

- overall technical coordination;
- quality assurance;
- supervision of all experts;
- contract management;
- communication with the Client;
- coordination of deliverables;
- organization of review meetings; and
- timely resolution of implementation issues.

The Consultant shall maintain close coordination with:

- the Project Coordinator;
- the Assistant Project Coordinator;
- Janngo Capital Partners;
- participating startups;
- and other stakeholders identified by the Client.

## 8.4 Meetings

The Consultant shall participate in regular meetings throughout implementation.

These meetings shall include, at a minimum:

### **Kick-off Meeting**

The purpose of the kick-off meeting shall be to:

- confirm the assignment objectives;
- review the implementation methodology;
- clarify reporting arrangements;
- confirm communication protocols;
- agree on the work plan.

### **Monthly Progress Meetings**

Monthly meetings shall review:

- activities completed;
- implementation progress;
- startup engagement;
- issues requiring management attention;
- activities planned for the following month.

### **Quarterly Review Meetings**

Quarterly meetings shall review:

- implementation progress;
- performance against KPIs;
- advisory outcomes;
- implementation risks;
- lessons learned;
- recommendations for improving implementation.

### **Final Review Meeting**

At completion of the assignment, the Consultant shall present:

- overall achievements;
- results obtained;

- lessons learned;
- sustainability recommendations;
- final deliverables.

## 8.5 Reporting Requirements

Throughout implementation, the Consultant shall submit the reports specified in Chapter 5.

Unless otherwise agreed by the Client, reports shall be submitted electronically in both editable Microsoft Office and PDF formats.

Reports shall be concise, analytical, and supported by appropriate evidence, performance indicators, and implementation data.

All reports shall be written in English.

The Client may request executive summaries or presentations to accompany major reports.

## 8.6 Communication Protocols

The Consultant shall establish clear communication procedures with the Client.

All formal communications regarding:

- contract implementation;
- work plans;
- deliverables;
- approvals;

requests for information;

- implementation issues; and
- reporting

shall be transmitted through the Project Coordinator or his/her designated representative.

The Consultant shall ensure timely communication of issues that may affect implementation of the assignment.

## 8.7 Work Plan

Within three (3) weeks after contract commencement, the Consultant shall submit a detailed work plan as part of the Inception Report.

The work plan shall include:

- implementation schedule;
- sequencing of activities;
- An indicative level of effort and deployment schedule for each of the four Key Experts and any proposed non-key specialists, by implementation phase;
- advisory calendar;
- reporting schedule;
- review meetings;

- key milestones;
- critical dependencies; and
- anticipated risks.

Following completion and approval of the Growth Acceleration Plans under Deliverable 3, the Consultant shall update the Work Plan to reflect the deployment of the Key Experts and any non-key specialists for each participating startup, together with the corresponding level of effort required to implement the approved advisory interventions.

The Work Plan shall be updated periodically, as necessary, to reflect implementation progress, changes in advisory priorities, and any adjustments agreed with the Client.

## 8.8 Indicative Implementation Schedule

The following table presents the indicative implementation schedule.

| Phase     | Main Activities                   | Indicative Period         |
|-----------|-----------------------------------|---------------------------|
| Phase I   | Mobilization and Inception        | Month 1                   |
| Phase II  | Diagnostic Assessments            | Months 1–2                |
| Phase III | Growth Acceleration Plans         | Months 2–3                |
| Phase IV  | Advisory Service Delivery         | Months 3–8                |
| Phase V   | Investor Readiness and Networking | Throughout implementation |
| Phase VI  | Monitoring and Knowledge Transfer | Throughout implementation |
| Phase VII | Final Reporting and Close-out     | Months 8–9                |

The phase periods above reflect the nine (9)-month indicative assignment duration set out in Section 8.1 and are expressed relative to the actual Contract Signature date [date to be confirmed], to ensure completion within the Project's Closing Date. The Consultant may propose further refinements to this schedule provided that all contractual deliverables are completed within the confirmed implementation period.

## 8.9 Coordination with Other Project Activities

The Consultant shall coordinate its activities with other consultants and service providers engaged under the AFAWA / We-Fi Technical Assistance Project where necessary to ensure complementarity, avoid duplication of effort, and maximize the overall impact of the project.

The Consultant shall cooperate fully with the Client in facilitating project monitoring, independent evaluations, audits, and any supervision missions undertaken by the African Development Bank.

## CHAPTER 9

## Client Responsibilities and Inputs

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### 9.1 General Responsibilities

TECH4GOOD CI SAS, through the Project Implementation Unit (PIU), shall provide overall oversight of the assignment and facilitate the Consultant's implementation of the services described in these Terms of Reference.

The Client shall designate a **Project Coordinator** who shall serve as the Consultant's primary counterpart throughout the assignment and shall be responsible for coordinating communications, reviewing deliverables, facilitating stakeholder engagement, and monitoring contract implementation.

The Client shall provide strategic guidance to ensure that the assignment remains aligned with the objectives of the AFAWA / We-Fi Technical Assistance Project.

### 9.2 Technical Support

The Client shall:

- provide the Consultant with all available project documentation relevant to the assignment;
- facilitate the Consultant's understanding of the project objectives and implementation arrangements;
- provide available background information on participating startups;
- facilitate access to project reports, monitoring information, and other relevant documentation, where available;
- coordinate technical discussions with Janngo Capital Partners and other project stakeholders;
- review and provide comments on reports and other deliverables submitted by the Consultant.

The Consultant shall remain responsible for independently validating information received from the Client where necessary.

### 9.3 Access to Participating Startups

The Client shall facilitate introductions between the Consultant and participating startups.

Specifically, the Client shall:

- communicate the objectives of the assignment to participating startups;
- facilitate initial engagement meetings;
- coordinate scheduling of advisory sessions where necessary;
- assist in resolving access issues affecting implementation; and
- encourage active participation by startup founders and management teams.

The Consultant shall be responsible for maintaining regular communication with participating startups throughout implementation.

### 9.4 Coordination with Janngo Capital Partners

The Client shall facilitate coordination between the Consultant and Janngo Capital Partners to ensure that advisory services complement the Fund's investment strategy and portfolio support activities.

Where appropriate, Janngo representatives may participate in:

- inception meetings;
- technical review meetings;
- startup diagnostic discussions;
- progress review meetings;
- investor readiness activities; and
- final review meetings.

The Consultant shall maintain regular communication with Janngo Capital Partners throughout implementation.

## 9.5 Review of Deliverables

The Client shall review all deliverables submitted by the Consultant in accordance with the review procedures established in these Terms of Reference.

The Client shall provide consolidated comments within the review period specified in the Contract.

Where revisions are required, the Client shall clearly identify the requested modifications to facilitate timely resubmission.

Approval of deliverables shall be communicated in writing by the Project Coordinator.

## 9.6 Meetings and Coordination

The Client shall organize or facilitate:

- kick-off meeting;
- inception review meeting;
- periodic progress review meetings;
- quarterly implementation review meetings;
- final review meeting; and
- any additional coordination meetings considered necessary during implementation.

The Consultant shall participate in these meetings as part of the assignment.

## 9.7 Data and Information

The Client shall make available, to the extent possible, information necessary for implementation of the assignment, including:

- project documentation;
- implementation reports;
- startup information;
- monitoring data;
- project contacts;
- relevant templates;
- reporting formats.

The Client does not guarantee the completeness or accuracy of all information provided. The Consultant shall exercise professional judgment in validating information used during implementation.

## 9.8 Office Facilities and Logistics

The Consultant shall be responsible for providing all office facilities, equipment, communication systems, software, transportation, and administrative support required for implementation of the assignment.

The Client shall not provide office accommodation or administrative support unless otherwise agreed in writing.

Any travel required for implementation shall be organized by the Consultant in accordance with the Contract.

## 9.9 Decisions Requiring Client Approval

The following matters shall require prior written approval from the Client:

- changes to the approved work plan;
- changes to the implementation methodology;
- replacement of Key Experts;
- significant modifications to Growth Acceleration Plans;
- changes affecting project objectives;
- major stakeholder events organized under the assignment; and
- any other contractual matters requiring Client approval.

## 9.10 Responsibilities of the Consultant

Nothing contained in these Terms of Reference shall relieve the Consultant of its responsibility for the proper execution of the assignment.

The Consultant shall remain fully responsible for:

- the quality of all advisory services;
- the accuracy of analyses and recommendations;
- professional judgment exercised during implementation;
- management of the consulting team;
- coordination of experts;
- quality assurance;
- timely delivery of outputs; and
- achievement of the contractual obligations established under the Contract.

The Client's review or approval of reports and other deliverables shall not diminish the Consultant's professional responsibility for the quality or accuracy of its work.

## **ANNEXES**

The following annex forms an integral part of these Terms of Reference.

**Annex 1 – Results Framework and Key Performance Indicators**

The following indicators, extracted from the approved Results-Based Logical Framework of the AFAWA / We-Fi Technical Assistance Project (Grant Agreement Annex VI / Inception Report Annex 1), constitute the quantitative reference for this assignment and are attributable to Component 1:

- 12 women-led tech businesses equipped with knowledge, skills and opportunities to grow their businesses;
- 650 hours of advisory, mentoring and training delivered;
- 4 business opportunities, networking and mentorship sessions held;
- 10 growth-led advisory services modules provided.