

**COMISSÃO DA ECOWAS**

**COMMISSION DE LA CEDEAO**

Agence Régionale pour l'Agriculture et l'Alimentation

ARAA



**ECOWAS COMMISSION**

Regional Agency for Agriculture and Food

RAAF

## **REQUEST FOR PROPOSALS**

**N°ARAA/STOCK II/2024/DP/003**

**Reference PPM 2024: Market n°13 (A1.2.2)**

### **Support Project for the Interim Phase of the West Africa Food Security Storage Project (Stocks II ECOWAS)**

**Recruitment of a Firm to improve the methodology for monitoring the various  
categories of stocks at the national level, and to set up an electronic platform  
(collection, processing and dissemination of information)**

**RFP: N°ARAA/STOCK II/2024/DP/003**

**Client: ECOWAS Commission, through the Regional Agency for  
Agriculture and Food**

**Country: Togo**

**Issued on: March 19, 2024**

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# **PART I**



## SECTION I: INSTRUCTIONS TO CONSULTANTS

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## A. General Provisions

### 1 Definitions

- 1.1 "**AFD**" refers to Agence Française de Développement (AFD).
- 1.2 "**Affiliate (s)**" refers to a person or entity that directly or indirectly controls the Consultant, or is under his control, or is controlled by an entity that also controls the Consultant.
- 1.3 "**Other staff**" refers to one or more professionals provided by the Consultant or a Subcontractor, assigned to perform the Services in whole or in part under the Contract, and whose CVs are not evaluated individually.
- 1.4 "**Client**" refers to the executing agency with which the selected Consultant signs the Contract for the provision of services.
- 1.5 "**Consultant**" refers to the legal person or entity that can provide or that provides the services to the Customer under the contract.
- 1.6 "**Contract**" refers to the contract signed by the Client and the Consultant and all the annexed documents listed in Article 1, namely the General Conditions (GC), the Special Conditions (SC) and the Appendices.
- 1.7 "**RFP**" refers to the Request for Proposals to be established by the Client for the selection of Consultant.
- 1.8 "**Data sheet**" refers to the part of the Instructions to Consultants (IC), Section II used to describe the circumstances and provisions specific to the country and the mission, and complement (without replacing) the provisions of the IC.
- 1.9 "**Applicable law**" refers to all the laws and regulations in force in the Client's country or any other country designated in the **Data sheet**.
- 1.10 "**Group**" refers to a formal or informal association of more than one Consultant, having, or not, a legal personality distinct from that of the constituent members, in which one of the members, called an agent, represents all the members of the Group and who is jointly and severally liable -to- the Client for the performance of the Contract.
- 1.11 "**IC**" (this Section 1 of the RFP) refers to Instructions to Consultants intended to provide Consultants on the shortlist with all information necessary to prepare their Proposal.
- 1.12 "**Day**" means a calendar day.
- 1.13 "**IL**" refers to the Invitation Letter addressed by the Client to the Consultants appearing on the short list.
- 1.14 "**Staff**" collectively designates the Key Personnel and the Other personnel of the Consultant, Subcontractors or members of the Group.
- 1.15 "**Key personnel**" designates one or more experts provided by the Consultant or a Subcontractor, whose professional qualifications, know-how, knowledge and experience are essential to the performance of the Services under the Contract, and whose CVs are taken into account for the technical evaluation of the Consultant's Proposal.
- 1.16 "**Proposal**" refers to the Technical Proposal and the Financial Proposal of the Consultant.
- 1.17 "**Services**" refers to the services to be provided by the Consultant within the framework of the Contract.
- 1.18 "**Subcontractor**" refers to any individual or legal entity with whom the Consultant enters into an agreement to subcontract part of the services, the

	<p>Consultant remaining liable -to- the Client throughout the performance of the Contract.</p> <p>1.19 <b>"ToR"</b> (Section VII of the RFP) refers to the Terms of Reference defining the objectives, the scope of services, the activities and tasks to be carried out, the respective responsibilities of the Client and the Consultant, as well as the expected results and deliverables of the Services.</p>
<b>2 Introduction</b>	<p>2.1 The Client designated in the <b>Special data</b> selects a Consultant from among those whose names appear in the Invitation Letter, in accordance with the selection method indicated in the <b>Data sheet</b>.</p> <p>2.2 Consultants on the shortlist are invited to submit a Technical Proposal and a Financial Proposal for the Services defined in the <b>Data sheet</b>. The Proposal will serve as a reference for the negotiation and signing of the Contract with the selected Consultant.</p> <p>2.3 Consultants must take into account the Applicable Law in preparing their Proposals and may, if necessary, attend the pre-proposal conference, if one is provided for in the <b>Data sheet</b>. Consultants are not required to attend this preparatory conference and if they do, they will have to bear all the costs necessary for their participation.</p> <p>2.4 The Client will provide in timely manner, at no cost to the Consultants, the information related to the Services and the reports necessary for the preparation of the Proposals, as indicated in the <b>Data sheet</b>.</p>
<b>3 Conflict of Interest</b>	<p>3.1 The Consultant is required to provide objective and impartial professional advice, to serve his Client's interests first and foremost in all circumstances, to ensure that any advice he/she gives does not conflict with other activities or his/her company's interests, and to act without regard to any potential future assignment.</p> <p>3.2 The Consultant must inform the Client of any present or potential conflict of interest which might make it impossible for him/her to better serve the interest of the Client. Failing to inform the Client of the existence of such situations, the Consultant's Proposal may be rejected or his contract terminated.</p> <p>3.3 Without limiting the generality of the foregoing and subject to the clarifications set forth in the <b>Data sheet</b>, the Consultant shall not be engaged under the circumstances stipulated below:</p> <p>3.3.1 <u>Incompatible activities</u></p> <p>3.3.1.1 <u>Conflict between consultant's activities and the supply of goods, equipment, works or services (other than consulting services)</u>: a company that has been hired by the Client to carry out work or provide goods, equipment or services (other than consulting services) for a project, and all companies affiliated with it, will not be able to provide consulting services relating to these goods, equipment, works or services. Similarly, a company hired to provide consulting services for the preparation or execution of a project, and all companies affiliated with it, are not subsequently allowed to carry out work or provide goods, equipment or services (other than consulting services) that follow or are directly related to the consulting services previously provided.</p> <p>3.3.2 <u>Incompatible assignments</u></p>

	<p>3.3.2.1 <u>Conflict between consultant assignments</u>: neither a Consultant (including his Staff and his Sub-contractor) nor any of their affiliated firms may be engaged on an assignment which, by its nature, is likely to prove incompatible with another of their consulting assignments on behalf of the same client or another client.</p> <p>3.3.3 <u>Incompatible relationships</u></p> <p>3.3.3.1 <u>Relationship with the Client's staff</u>: a Consultant (including his Staff and Subcontractors) who has a close business or family relationship with a member of the Client's staff who is directly or indirectly involved in (i) the preparation of the Terms of Reference for the Services, (ii) the selection process for the said Contract or (iii) the supervision of the same Contract, may not be awarded a Contract unless the conflict arising from this relationship has been resolved in a manner acceptable to AFD for the duration of the selection process and the execution of the Contract.</p>
<b>4 Unfair competitive advantage</b>	<p>4.1 To ensure the fairness and transparency of the selection process, Consultants or their Affiliates who compete for a specific assignment must not benefit from a competitive advantage because they have provided consulting services related to the assignment in question. To this end, the Client must include in the <b>Data sheet</b> and communicate to all short-listed Consultants, together with the RFP, any information that would give a Consultant a competitive advantage in this regard.</p>
<b>5 Fraud and corruption</b>	<p>5.1 AFD requires that the selection procedure and the execution of the Contract comply with AFD's rules concerning fraud and corruption, as described in Section VI.</p> <p>5.2 In accordance with this principle, Consultants (including their Staff and Subcontractors) shall authorize AFD to examine documents, accounting evidence and any other documents relating to the submission of the Proposal and the execution of the contract (in the event of award), and to submit them for verification to auditors appointed by AFD.</p>
<b>6 Eligibility</b>	<p>6.1 AFD authorizes Consultants (firms, including Groups and their members) from any country, subject to eligibility for funding as defined in Section V, to provide consulting services within the framework of projects that it finances.</p> <p>6.2 It is the Consultant's responsibility to ensure that his Staff, Group members, Subcontractors, agents (declared or not), service providers, suppliers, and / or their employees meet the eligibility requirements defined by AFD in Section V.</p> <p>6.3 State representatives and civil servants cannot be recruited as Staff in the Consultant's Proposal, unless this recruitment complies with Applicable Law and (i) they are on unpaid leave, have resigned or are retired; (ii) they are not recruited by the organization for which they worked immediately before their departure on unpaid leave, their resignation or their retirement; and (iii) their employment does not give rise to a conflict of interest.</p>

## B. Preparation of Proposals

<b>7 General considerations</b>	7.1 When drawing up the Technical Proposal, the Consultants must have examined the RFP in detail. If the information required by the RFP are incomplete or incorrect, the Proposal may be rejected.
<b>8 Proposal preparation costs</b>	8.1 The Consultant will bear all the costs related to the preparation and presentation of his Proposal, and the Client is in no way responsible for these costs or required to pay them, whatever the course or the results of the selection process.
<b>9 Language</b>	9.1 The Proposal, as well as all correspondence and all documents concerning the Proposal, exchanged between the Consultant and the Client will be drawn up in the language indicated in the <b>Data sheet</b> .
<b>10 Application documents</b>	<p>10.1 The Proposal must contain all the documents and forms listed in the <b>Data sheet</b>.</p> <p>10.2 The Consultant shall provide information on any commissions and fees possibly paid or to be paid to agents in connection with the Proposal and the execution of the contract if awarded to the Consultant.</p>
<b>11 A single Proposal</b>	11.1 Consultants can only submit one application, on their own behalf or as a Group. If a Consultant (including a member of a Group) submits many applications or applies more than once, these applications will be rejected. However, this does not exclude the participation of the same Subcontractor, including individual experts, in more than one Proposal unless otherwise stipulated in the <b>Data sheet</b> .
<b>12 Validity of Proposals</b>	<p>12.1 The Proposal must be valid for the number of days indicated in the <b>Data sheet</b> from the deadline for submission of Proposals.</p> <p>12.2 During this period, the Consultant must maintain his initial Proposal without any changes, including the proposed Key Personnel, the proposed rates and the total price.</p> <p>12.3 If it is established that a Key Personnel designated in a Consultant's proposal was not available at the time of submission of the Proposal, or had been mentioned without his/her agreement to be included in the said Proposal, the Proposal will be rejected and will not be evaluated.</p> <p>12.4 <u>Extension of the validity period</u></p> <p>12.4.1 The Client will do everything possible to complete the negotiations within the validity period of the Proposal. However, if necessary, the Client may request in writing from the Consultants who submitted a Proposal to extend the validity of their Proposal.</p> <p>12.4.2 If the Consultant agrees to extend the validity period of his Proposal, he must do so without modifying his initial Proposal and must confirm the availability of Key Personnel.</p> <p>12.4.3 The Consultant has the right to refuse the extension of the validity of his/her Proposal, in which case the Proposal shall not be further considered.</p> <p>12.5 <u>Replacement of Key Personnel during the extension of the validity period</u></p> <p>12.5.1 If a Key Personnel is no longer available during the extension period of the Proposal, the Consultant must provide a written justification and the necessary evidence to the satisfaction of the Client, in support of the replacement request. In such a case, the proposed replacement must have qualifications and experience</p>



	<p>similar to or superior to those of the original Key Personnel. However, the technical grade will remain the one assigned during the evaluation of the CV of the Key Personnel initially proposed.</p> <p>12.5.2 If the Consultant does not propose a replacement with qualifications and experience similar to or superior to those of the initial Key Personnel, or if the reasons and/or justifications provided in support of the replacement request are not acceptable to the Client, his Proposal will be rejected.</p> <p>12.6 <u>Subcontracting</u></p> <p>12.6.1 The Consultant cannot subcontract all the Services.</p>
<b>13 Clarifications and amendments to the RFP</b>	<p>13.1 The Consultant may obtain clarification on any part of the RFP no later than the number of days before the deadline for submission of Proposals indicated in the <b>Data sheet</b>. The request for clarification must be sent in writing, or by e-mail, to the Client's address indicated in the <b>Data sheet</b>. The Client will respond in writing, or by e-mail, to any request for clarification received. It sends a copy of his answer (indicating the question asked but without mentioning the author) to all the Consultants appearing on the shortlist. Should the Client deem it necessary to modify the RFP after the clarifications provided, it will do so in accordance with the procedure stipulated below:</p> <p>13.1.1 At any time prior to the deadline for submission of Proposals, the Client may modify the RFP in writing or by e-mail. The amendment will be sent to all Consultants on the shortlist and will be binding. The short-listed Consultants must acknowledge receipt of any amendments in writing.</p> <p>13.1.2 In the event of a major amendment, and in order to give the short-listed Consultants sufficient time to take it into account in their Proposals, the Client will extend the deadline for the submission of Proposals.</p> <p>13.2 The Consultant may submit an amended Proposal or an amendment at any time prior to the deadline for submissions. No amendments to the Technical Proposal or the Financial Proposal will be accepted after the submission deadline.</p>
<b>14 Preparation of Proposals - Specific remarks</b>	<p>14.1 In drawing up the Proposal, the Consultant should pay particular attention to the following considerations:</p> <p>14.1.1 The short-listed Consultant who considers that he/she can strengthen the expertise required for the Services by partnering with one or more Consultants in the form of a Group, may do so with (i) Consultant(s) not on the short-list, or (ii) Consultant(s) on the short-list, if permitted in the <b>Data sheet</b>. A Group with a Consultant not on the short-list will require the Client's approval. When partnering with a Consultant not on the short-list in the form of a Group, the Consultant on the short-list must be the authorized representative. If short-listed Consultants team-up, any one of them may be the representative.</p> <p>14.1.2 The Client may provide an estimate of the key-personnel's working time (expressed in expert-months) or an estimate of the cost of the Services (but not both) in the <b>Data sheet</b>. However, the Proposal must be based on the Consultant's estimate of staff time.</p> <p>14.1.3 If this is specified in the <b>Data sheet</b>, the Consultant must include in his/her Proposal at least the duration of Key Personnel services</p>

	<p>(expressed in the same unit of measurement as stipulated in the <b>Data sheet</b>), failing which the Financial Proposal will be rejected.</p> <p>14.1.4 In the case of a selection method within a given budget, no estimate of the key personnel's working time is provided. The total available budget is indicated in the <b>Data sheet</b> (specifying whether the amount indicated is inclusive of exclusive of tax) and the Financial Proposal must not exceed this budget.</p>
<b>15 Format and content of the Technical Proposal</b>	<p>15.1 The Technical Proposal must not include any financial information. A Technical Proposal containing important financial information will be declared non-compliant.</p> <p>15.1.1 The Consultant is not authorized to propose replacement Key Personnel. Only one CV per Key-Personnel will be submitted. Otherwise, the Proposal will be declared non-compliant.</p> <p>15.1.2 Variants are not allowed.</p> <p>15.2 The Technical Proposal will be prepared using the forms provided in Section III of the RFP.</p>
<b>16 Financial proposal</b>	<p>16.1 The Financial Proposal will be prepared using the forms attached in Section IV of the RFP. It must indicate all the costs related to the Services, including (a) the remuneration of Key Personnel and Other personnel, (b) the other costs mentioned in the <b>Data sheet</b>.</p> <p>16.2 <u>Price adjustment</u></p> <p>For assignments lasting more than 18 months, price adjustments may be authorized as indicated in the <b>Data sheet</b>.</p> <p>16.3 <u>Taxes</u></p> <p>The Financial Proposal must separately disclose the taxes, duties (including social security contributions), levies and other fiscal charges applicable in the Client's country, under the Applicable Law on Consultants, Subcontractors and Personnel (other than nationals or permanent residents of the Client's country), as specified in the <b>Data sheet</b>. The Consultant and its Subcontractors and Personnel must bear the tax obligations resulting from the Contract, unless otherwise specified in the <b>Data sheet</b>. Information on the tax system in force in the Client's country is provided in the <b>Data sheet</b>.</p> <p>16.4 <u>Currency of the Proposal</u></p> <p>The Consultant may indicate the price of the Services in the currency(ies) specified in the <b>Data sheet</b>. If indicated in the <b>Data sheet</b>, the part of the price corresponding to costs incurred in the Client's country must be indicated in the currency of the Client's country.</p> <p>16.5 <u>Payment Currency</u></p> <p>Payments under the Contract will be made in the currency(ies) indicated in the Proposal.</p>

## C. Submission, Opening and Evaluation of Proposals

<b>17 Submission, sealing and marking of Proposals</b>	<p>17.1 The Consultant must submit a complete and signed Proposal, including all the documents indicated in Article 10 (Application Documents). Bids may always be submitted by mail or in person. If permitted by the <b>Data sheet</b>, the Consultant may, at its discretion, submit its Proposal electronically.</p>
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	<p>17.2 An authorized representative of the Consultant must sign and initial all pages of the original Technical and Financial Proposals. His/her authorization is confirmed by a written power of attorney attached to the Technical Proposal attesting that the representative has been duly authorized to sign.</p> <p>17.2.1 The Proposal of a Group must be signed by all the members, in such a way as to legally bind them; or by an authorized representative having a written power of attorney signed by the authorized representatives of all the members of the Group.</p> <p>17.3 Any modification, addition between the lines, erasure or overload, to be valid, must be signed or initialed by the person signing the Proposal.</p> <p>17.4 The signed Technical and Financial Proposals must bear the mention "<b>ORIGINAL</b>" or "<b>COPY</b>", as the case may be. The number of copies requested is indicated in the <b>Data sheet</b>. Copies must be of the signed original. In case of differences between the copies and the original, the original will prevail.</p> <p>17.5 The original and all copies of the Technical Proposal must be placed in a sealed envelope clearly marked "<b>TECHNICAL PROPOSAL, [name of Services]</b>", Reference N°, name and address of the Consultant, and a warning "<b>DO NOT OPEN TECHNICAL PROPOSALS BEFORE THE OPENING SESSION</b>".</p> <p>17.6 Likewise, the original and all copies of the Financial Proposal will be placed in a sealed envelope marked "<b>FINANCIAL PROPOSAL, [name of Services]</b>", Reference N°, name and address of the Consultant, and a warning "<b>DO NOT OPEN AT THE SAME TIME AS THE TECHNICAL PROPOSAL</b>".</p> <p>17.7 These two sealed envelopes containing the Technical Proposal and the Financial Proposal will themselves be placed in a sealed outer envelope. This outer envelope must bear the address of submission of Proposals, Reference N° of the RFP, the name of the Services, the name and address of the Consultant, and a warning "<b>DO NOT OPEN TECHNICAL PROPOSALS BEFORE THE OPENING SESSION</b>".</p> <p>17.8 If the envelopes and packages containing the Proposals are not sealed and marked as stipulated, the Client will not be liable in any way if the Proposal is misplaced or opened prematurely.</p> <p>17.9 The Proposal and any amendments must be received by the Client at the address and no later than the date and time specified in the <b>Data sheet</b>, extended as appropriate. A Proposal received by the Client after the deadline for submission will be declared out of time, discarded and sent back to the Consultant unopened.</p>
<p><b>18 Privacy policy</b></p>	<p>18.1 From the opening of the Proposals until the award of the Contract, the Consultant must not contact the Client for any reason relating to the Technical Proposal and / or the Financial Proposal. No information relating to the evaluation of Proposals or the award recommendation will be disclosed to the Consultants who submitted a Proposal, or to any other person not concerned by the said procedure until the award of the Contract has been published.</p> <p>18.2 Any attempt made by a short-listed Consultant, or a person acting on behalf of the Consultant in order to influence the Client inappropriately during the evaluation of Proposals or during the award decision may result in the rejection of its Proposal.</p> <p>18.3 Notwithstanding the above provisions, between the time the Proposals are opened and the time the Contract award is published, if the Consultant</p>

	wishes to contact the Client for any reason relating to the selection procedure, he shall do so in writing.
<b>19 Opening of technical proposals</b>	<p>19.1 The Client will open the Technical Proposals in the presence of the designated representatives of the consultants who wish to attend (in person, or online if this option is offered in the <b>Data sheet</b>). The date, time and address are indicated in the <b>Data sheet</b>. The Financial Proposals will remain sealed and will be kept in a secure place until they are opened in accordance with Article 23.</p> <p>19.2 When the Technical Proposals are opened, the following information will be read aloud: (i) the name of the Consultant, or in the case of a Group, the name of the Group, that of the representative and the names of all the Group members, (ii) the existence or not of a sealed envelope to contain the Financial Proposal, (iii) any amendment to the Proposal submitted before the deadline for submission, and (iv) any other information that the Client may deem useful to mention or as indicated in the <b>Data sheet</b>.</p>
<b>20 Evaluation of Proposals</b>	<p>20.1 In accordance with Article 15.1, those responsible for evaluating the Technical Proposals only have access to the Financial Proposals at the end of the technical evaluation.</p> <p>20.2 The Consultant is not authorized to alter or modify his Proposal in any way whatsoever after the deadline for submission, subject to the provisions of Article 12.7. To evaluate the Proposals, the Client will only rely on the Technical Proposal and the Financial Proposal received.</p>
<b>21 Evaluation of Technical Proposals</b>	<p>21.1 The evaluation committee appointed by the Client will evaluate the Technical Proposals on the basis of their compliance with the Terms of Reference and the RFP, using the criteria, sub-criteria and the points system specified in the <b>Data sheet</b>. Each compliant Proposal will receive a technical note. Proposals that do not meet important aspects of the RFP or receiving a score lower than the minimum technical qualification score specified in the <b>Data sheet</b> will be rejected.</p>
<b>22 Financial proposals for quality-based selection only (QBS)</b>	<p>22.1 With reference to the ranking of Technical Proposals, in the case of quality-based selection only (QBS), the Consultant ranked first is invited to negotiate a Contract. Only the Financial Proposal of the Consultant ranked first is opened by the Client's evaluation committee. All other Financial Proposals will be returned unopened when the Contract negotiations have been successfully concluded and the Contract has been signed.</p>

<p><b>23 Opening of Financial Proposals in public session (in the event of a quality and cost-based selection method (QCBS), within a fixed-budget (FBS), or at the least cost (LCS))</b></p>	<p>23.1 At the end of the technical evaluation, the Client notifies the Consultants whose Proposals have been deemed non-compliant with the RFP or the Terms of Reference, or have not obtained the minimum technical qualification score (by providing them with the overall technical score) that their Financial Proposal will be returned to them without having been opened at the end of the selection process and the award of the Contract. At the same time, the Client notifies the Consultants who have obtained the minimum technical qualification score, and indicates to them the place, date and time of opening of the Financial Proposals. This date must be set in such a way as to allow the Consultants to make the necessary arrangements to attend the opening. The Consultant's participation in the opening of the Financial Proposals (in person, or online if this option is offered in the <b>Data sheet</b>) is optional and is left to the Consultant's choice.</p> <p>23.2 The Financial Proposals are opened by the Client in the presence of the representatives of the Consultants whose Proposal has obtained the minimum technical qualification score. During the opening, the name of the Consultant, the technical notes, and each total price offered are read aloud and recorded in writing. The Client draws up a minutes of the session and sends a copy to all the Consultants who have submitted a Proposal.</p>
<p><b>24 Correction of errors</b></p>	<p>24.1 Activities and items described in the Technical Proposal and not priced in the Financial Proposal will be deemed to be covered by the price of other activities or items, and no corrections will be made to the Financial Proposal.</p> <p>24.2 <u>Time-based contracts</u></p> <p>In the case of a time-based contract, the Client's evaluation committee will (a) rectify any calculation errors and (b) rectify prices if they do not correspond to the data indicated in the Technical Proposal. If there is a contradiction (i) between a partial amount (or subtotal) and the total amount, or (ii) between the price obtained by multiplying the unit price by the quantities and the total price, or (iii) between the amount indicated in words and that in figures, the former will prevail. If there is a contradiction between the Technical Proposal and the Financial Proposal concerning the quantities, the Technical Proposal will prevail and the Client's evaluation committee will modify the quantity in the Financial Proposal to align it with the quantity in the Technical Proposal, will apply the corresponding unit price of the Financial Proposal to the rectified quantity, and will rectify the total price of the Proposal.</p> <p>24.3 <u>Fixed-price contracts</u></p> <p>In the case of a fixed-price contract, the Consultant shall be deemed to have included the price of everything necessary for the performance of the Services in its Financial Proposal, so that no error correction or price adjustment shall be made. The total price, excluding taxes as indicated in Article 25, offered in the Financial Proposal (Form FIN-1) shall be deemed to be the proposed price.</p>
<p><b>25 Taxes and duties</b></p>	<p>25.1 The Client's evaluation of the Consultant's Financial Proposal will be carried out excluding taxes and duties due in the Client's country in accordance with the provisions of the <b>Data sheet</b>.</p>

<b>26 Conversion into a single currency</b>	26.1 For evaluation and comparison purposes , prices will be converted into a single currency, using the selling exchange rate, source and date indicated in the <b>Data sheet</b> .
<b>27 Combined evaluation of quality and cost (QCBS, FBS, LCS)</b>	27.1 In the case of a quality and cost-based selection method (QCBS), the total score will be obtained by adding the technical and financial scores, after introducing a weighting according to the formula and the indications given in the <b>Data sheet</b> . The Consultant with the highest combined technical and financial score will be invited to negotiate a Contract.  27.2 In the event of fixed-budget selection(FBS), Proposals exceeding the budget indicated in Article 14.1.4 of the <b>Data sheet</b> will be rejected. The Client will select the Consultant whose Technical Proposal is the best ranked. This Consultant will be invited to negotiate the Contract.  27.3 In the event of a least-cost selection method (LCS), the Client will select from among the Consultants who have obtained the minimum technical score, the Consultant offering the lowest assessed price. This Consultant will be invited to negotiate the Contract.
<b>28 Abnormally low financial proposal</b>	28.1 If the Financial Proposal is twenty percent (20%) or more lower than the estimate made by the Client, and unless the latter can demonstrate that the estimate is incorrect, the Client will ask the Consultant to provide the sub-detail of prices for any item of the Financial Proposal, in order to establish that these prices and numerical quantities are compatible with, on the one hand, the methodology, the means, and the proposed schedule, and on the other hand, the Terms of Reference (ToR). Notwithstanding the provisions of Article 24.1 of the IC which will not be applicable, if it turns out that inconsistencies are highlighted, the Financial Proposal will be declared non-compliant and rejected.

## D. Negotiations and Contract Award

<b>29 Negotiations</b>	29.1 Negotiations take place at the address indicated in the <b>Data sheet</b> with the Consultant's representative who must have a written authority to negotiate and sign the Contract on behalf of the Consultant.  29.2 The Client draws up a negotiation report which is signed by the Client and the authorized representative of the Consultant.  29.3 <u>Availability of Key personnel</u> 29.3.1 The Consultant invited to negotiate must confirm the availability of Key Personnel prior to the start of negotiations, or if necessary, propose a replacement in accordance with Article 12. If the Consultant does not confirm the availability of Key Personnel, the Client may reject the Consultant's Proposal and undertake to negotiate a Contract with the Consultant next in the ranking of Proposals.  29.3.2 Notwithstanding the foregoing, the replacement of Key Personnel during negotiations may only be considered in circumstances beyond the Consultant's control and unforeseeable by the Consultant, including in the event of death or incapacity for medical reasons. In such a case, the Consultant must propose a replacement Key Personnel within the period indicated in the letter inviting him to negotiate the Contract, presenting qualifications and experience similar to or superior to those of the initial Key Personnel.
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<b>30 Conclusion of negotiations</b>	<p>29.4 <u>Technical negotiations</u></p> <p>29.4.1 The negotiations include a discussion of the Terms of Reference, the proposed methodology, the services payable by the Client, the special conditions of the Contract, and the finalization of the "Description of Services", which is part of the Contract. These discussions should not significantly modify the initial Terms of Reference, nor the conditions of the Contract, and may in no way affect the classification of Proposals.</p>
	<p>29.5 <u>Price negotiations</u></p> <p>29.5.1 The financial negotiations will aim to clarify the Consultant's tax obligations in the Client's country and their consideration in the Contract.</p> <p>29.5.2 If the selection method has taken into account the price as a criterion for evaluating the Proposals, the total price cannot be negotiated for a fixed-price Contract.</p> <p>29.5.3 In the case of time-based Contracts, the remuneration of Personnel may not be negotiated, except where the remuneration of Personnel is proposed at levels significantly higher than those usually charged by Consultants for similar Contracts. In such a case, the Client has the right to request clarification and, if the rates are very high, to request a reduction in remuneration.</p>
	<p>30.1 The negotiations must end with the approval of the draft Contract by the Client and the Consultant.</p>
	<p>30.2 If the negotiations fail, the Client informs the Consultant in writing of the unresolved aspects and reasons for dispute and provides the Consultant with a final opportunity to respond. If the disagreement persists, the Client ends the negotiations, informs the Consultant of all the reasons that led to this decision. The Client will invite the next Consultant in the ranking of Proposals to negotiate a Contract. Negotiations with the first Consultant cannot be resumed as soon as negotiations with the next Consultant are initiated.</p>
	<p>30.3 The Client reserves the right to cancel the RFP procedure and reject all Proposals at any time before the Contract is awarded, without thereby incurring any liability whatsoever vis-à-vis the Consultants.</p>
<b>31 Contract Award</b>	<p>31.1 After completion of the negotiations, the Client must sign the Contract, publish, if necessary, the information relating to the award, and immediately notify the result of the selection to the other Consultants on the short list.</p>
	<p>31.2 The Consultant will begin the performance of the Services on the date and place specified in the <b>Data sheet</b>.</p>

## SECTION II: DATA SHEET

### A. General Provisions

IC 1.9	The law applicable to the Contract is the <b>Law of the Republic of Togo</b>
IC 2.1	Client's name : <b>Economic Community of West African States Commission (ECOWAS)</b> Selection method : <b>Quality-based selection only (QBS)</b> Type of contract : <b>Fixed-price Contract</b>
IC 2.2	The title of the Services is : <b>Recruitment of a firm to improve the methodology for monitoring the various categories of stocks at national level and for setting up an electronic platform (collection, processing and dissemination of information)</b>
IC 2.3	A pre-submission conference will take place: <b>No</b>
IC 2.4	<b>The Client will provide the following Project-related information and reports to assist in the preparation of Proposals:</b>  - Contacts within national and regional institutions; and - Any document deemed useful for the mission or requested by the consultant.
IC 3.3	The following additional circumstances will not be considered as constituting a conflict of interest : <b>Not applicable.</b>
IC 4.1	The selection does not give rise to any unfair competitive advantage

### B. Preparation of Proposals

IC 9.1	The Proposal, as well as all correspondence and all documents concerning the Proposal, exchanged between the Consultant and the Client, will be written in French or English depending on the Applicant's country residence.
IC 10.1	<p><b>The Proposal must contain:</b></p> <ul style="list-style-type: none"> <li>• <b><u>1<sup>st</sup> inner envelope containing the Technical Proposal:</u></b> <ol style="list-style-type: none"> <li>(1) Technical Proposal Submission form (TECH-1)</li> <li>(2) Declaration of integrity <u>signed</u> (Annex 1 to TECH-1)</li> <li>(3) Letter of Commitment - Security interests of the Consultant <u>signed</u> (Annex 2 to TECH-1)</li> <li>(4) Authority of the signatory of the Proposal</li> <li>(5) Grouping Agreement (if applicable)</li> <li>(6) Description of the methodology, the work plan and the composition of the team (TECH-2, TECH-3, TECH-4 and TECH-5 forms, provided as an indication)</li> </ol> </li> </ul> <p><b>AND</b></p> <ul style="list-style-type: none"> <li>• <b><u>2<sup>nd</sup> inner envelope containing the Financial Proposal :</u></b> <ol style="list-style-type: none"> <li>(1) Financial Proposal Submission Form (FIN-1)</li> <li>(2) Price overview table (FIN-2)</li> <li>(3) Breakdown of prices (Forms FIN-3 and FIN-4)</li> </ol> </li> </ul> <p><b>Note:</b> The instructions below must be taken into account in the preparation of submissions:</p> <ul style="list-style-type: none"> <li>- The presentation of the main references and the certificates of successful completion of assignments must not exceed <b>a maximum of 30 pages;</b></li> </ul>



	<ul style="list-style-type: none"> <li>- The CVs of the experts must be presented on <b>a maximum of 7 pages</b>;</li> <li>- The consultant must systematically attach the certificates or commitments of availability of each key expert.</li> </ul>
<b>IC 11.1</b>	The participation of the same Subcontractor, including individual experts, in more than one Proposal is <b>allowed</b> .
<b>IC 12.1</b>	The Proposal must be valid for <b>one hundred and twenty (120) calendar days following the submission deadline</b> proposals.
<b>IC 13.1</b>	<p>The request for clarification must be addressed <b>no later than fourteen (14) days</b>, before the deadline for submission of Proposals.</p> <p>The Client's address in order to obtain the clarifications is: <a href="mailto:procurement@araa.org">procurement@araa.org</a>; cc: <a href="mailto:ctienon@araa.org">ctienon@araa.org</a>; <a href="mailto:pbessi@araa.org">pbessi@araa.org</a>; <a href="mailto:mnakorba@araa.org">mnakorba@araa.org</a> with the subject line "DP002 STOCK II-Request for Clarification"</p>
<b>IC 14.1.1</b>	<b>Not Applicable</b>
<b>IC 14.1.2</b>	<p>Estimated working hours for the <b>two key personnel</b>: <b>Sixty (60) men/days</b>.</p> <p>The distribution of the contribution time between the two key experts (<b>Expert K-1 and Expert-2</b>) is left to the discretion of the consultant who will have to do it according to his implementation methodology.</p> <p>However, the duration of the service is estimated at <b>nine (9) months</b> including after-sales service for a period of <b>six (6) months</b>.</p>
<b>IC 14.1.3</b>	The Consultant must include in its Proposal <b>,as a minimum</b> , the duration of the service indicated in IC14.1.2 for Key Personnel.
<b>IC 14.1.4 &amp; 27.2</b>	<b>Not applicable</b>
<b>IC 16.1</b>	<p>In addition to the fees, the Consultant will detail the other costs of his Proposal in accordance with the elements indicated in the <b>form FIN-4</b>:</p> <p>The other eligible costs are the following:</p> <ul style="list-style-type: none"> <li>- Local transport costs using the most appropriate means of transport and the most direct route;</li> <li>- Contractual report reproduction and dispatch costs: Contractual report production and dispatch costs are included;</li> <li>- Communication costs: communication costs (telephone and Internet) on site and with the head office are included;</li> <li>- Per diem (daily allowance, including hotel expenses, paid to each member of staff for each day of absence from head office due to the performance of Services);</li> <li>- Other costs deemed necessary by the Applicant to perform the service.</li> </ul>
<b>IC 16.2</b>	A review of the remuneration prices is planned: <b>No</b>
<b>IC 16.3</b>	<ol style="list-style-type: none"> <li><b>1. Permanent office in the Client's country:</b> The law in the Client's country <b>authorizes</b> the Consultant to perform the Contract without having a permanent office in the Client's country.</li> <li><b>2. Taxation outside the Client's country:</b> The Consultant's Financial Proposal shall include all taxes and duties imposed outside the Client's country (including in the Consultant's country, if different from that of the Client).</li> </ol>

**3. Taxation in the Client's country:**

- 3.1 The Consultant's Financial Proposal shall exclude all taxes and duties imposed in the Client's country.
- 3.2 The Consultant's Financial Proposal is deemed to include all other taxes, levies and duties.

The Client guarantees that the Consultant, Subcontractors and Staff will be exempt from (or that the Client will pay on their behalf, or reimburse them for) all taxes, customs duties, levies and other charges imposed on them:

- i. in Togo, under the RAAF headquarters agreement signed between the ECOWAS Commission and the Government of the Togolese Republic;
- ii. in Nigeria, under the headquarters agreement signed between the ECOWAS Commission and the Government of the Federal Republic of Nigeria; and
- iii. in any other ECOWAS Member State with which the ECOWAS Commission has a headquarters agreement;

Under:

- a) any payment made to the Consultant, Subcontractors and Staff (other than nationals or permanent residents of the ECOWAS area) for the performance of the Services.
- b) any equipment and supplies introduced into the ECOWAS area by the Consultant or its Subcontractors as part of the performance of Services and which, imported, is subsequently re-exported by the Consultant;
- c) any equipment and supplies imported as part of the performance of the Services, paid for from funds provided by the Client and considered to be the property of the Client;
- d) any goods imported into the ECOWAS area by the Consultant, Subcontractors, Staff and their eligible dependants (with the exception of nationals or permanent residents of the ECOWAS area) for their personal use, and which will subsequently be re-exported when they leave the ECOWAS area, provided that:
  - i. the Consultant, Subcontractors, Staff and their eligible dependents comply with the customs procedures in force for the importation of goods into the ECOWAS area; and
  - ii. if the Consultant, the Subcontractors, the Staff or their eligible dependants do not re-export these goods exempt from duties and taxes but dispose of them or sell them in the ECOWAS area, as the case may be, (i) they will pay these duties and taxes in accordance with the regulations of the ECOWAS area, or (ii) they will reimburse the Client for the amount paid by the latter at the time of importation of these goods into the ECOWAS area.

In the event that a tax is not recoverable / deductible by the Client, the amount of taxes would then be eligible for the Contract.

**IC 16.4**

The Financial Proposal shall indicate the price of the Services in the following currencies-: **Euros (€)**

## C. Submission, Opening and Evaluation of Proposals

**IC 17.1**

**Proposals will be submitted electronically before the deadline specified in IC 17.9.**

The procedure for submitting proposals electronically is described below:

The technical proposal and the financial proposal must be submitted in **two (02) separate documents** before the deadline for receipt of proposals and according to the following modalities:

**Technical proposal:**

The document will be entitled "TECH-ABSTRACT NAME OF THE CONSULTANT". If the consultant chooses to submit its technical proposal in several files, these will be entitled according to the

	<p>same nomenclature. All documents forming part of the technical proposal <b>must be protected by a password that will be identical for all documents</b> forming part of the technical proposal. The password will only be communicated upon express request to the Consultant at <a href="mailto:procurement@araa.org">procurement@araa.org</a>. This request must be made <b>no later than 15 minutes</b> before the opening session of the technical proposals.</p> <p><b><u>Financial proposal :</u></b></p> <p>The document will be entitled "FIN-ABSTRACT NAME OF THE CONSULTANT". If the consultant chooses to submit its financial proposal in several files, they will be entitled according to the same nomenclature. All documents forming part of the financial proposal <b>must be protected by a password that will be identical for all documents</b> forming part of the financial proposal. The password will only be communicated upon an express request to the Consultant ranked first among those who have obtained the minimum technical qualification grade, at <a href="mailto:procurement@araa.org">procurement@araa.org</a>. <b>The date of this opening will be communicated to the consultant in due course.</b></p> <p><b><u>The password of the financial proposal MUST be different from that of the Technical Proposal.</u></b></p>				
IC 17.2	<p>An authorized representative of the Consultant must sign and initial all pages of the original Technical and Financial Proposals. His/her authorization is confirmed by a written power of attorney attached to the Technical Proposal attesting that the representative has been duly authorized to sign.</p> <p><b>To ease of use, it is strongly recommended that all pages of the proposal be paginated consecutively</b></p>				
IC 17.4	<b>Not applicable</b>				
IC 17.9	<p><b>Proposals must be received by the Client no later than the date and time below:</b></p> <p>Date : <b>Friday, april 19, 2024</b></p> <p>Time: <b>11:00 GMT</b></p> <p><b>The address for the submission of proposals is : <a href="mailto:procurement@araa.org">procurement@araa.org</a>; cc: <a href="mailto:ctienon@araa.org">ctienon@araa.org</a>; <a href="mailto:pbessi@araa.org">pbessi@araa.org</a>; <a href="mailto:mnakorba@araa.org">mnakorba@araa.org</a></b></p> <p><b><u>The submission procedure is described in I.C 17.1.</u></b></p>				
IC 19.1	<p>Opening technical Proposals "online" is allowed. <b>The link of the opening session will be communicated by email to the firms that have submitted a proposal.</b></p> <p>The opening of the technical proposals will take place on the date and time below:</p> <p>Date : <b>Friday, April 19, 2024</b></p> <p>Time: <b>11:45 A.M. GMT</b></p>				
IC 19.2	<p>In addition, the following information will be read aloud when the Technical Proposals are opened: (i) the name of the consultant, or in the case of a Group, the name of the Group, that of the Representative and the names of all the members of the Group; (ii) the existence or not of a sealed envelope to contain the financial proposal, (iii) Power of attorney of the signatory of the Proposal; (iv) Dated and signed Technical proposal submission form (TECH 1) and appendices; (v) the RFP forms (TECH-2, TECH-3 , TECH-4, TECH-5 forms).</p>				
IC 21.1	<p><b><u>Table - Allocation of points for the evaluation of Technical Proposals</u></b></p> <p>The following criteria will be taken into account:</p> <table border="1"> <thead> <tr> <th>Evaluation criteria</th><th>Points</th></tr> </thead> <tbody> <tr> <td></td><td></td></tr> </tbody> </table>	Evaluation criteria	Points		
Evaluation criteria	Points				

<b>1. Quality and relevance of the applicant's references to meet the required assignments</b>	<b>15</b>
<b>2. Adequacy of the proposed methodology and work programme to the Terms of Reference (ToR)</b>	<b>30</b>
<b>3. Qualifications and skills of Key Personnel for Services:</b> <ul style="list-style-type: none"> <li>K-1 Expert: Senior Consultant, Team Leader [25 pts]</li> <li>Expert K-2: Technical expert [25 pts]</li> </ul>	<b>50</b>
<b>4. Adequacy of the knowledge transfer program (Capacity building)</b>	<b>5</b>
<b>TOTAL</b>	<b>100</b>

Criteria 1 to 3 will be evaluated as follows.

**Evaluation criterion N°1: quality and relevance of the applicant's references**

The number of points awarded for this criterion will be determined on the basis of the three sub-criteria and the following percentage values:

<b>i.</b> Justify at least three experiences in each of the three areas below during the last eight years: (a) Food and nutritional security and/or food storage; (b) Design and implementation of information systems, and (c) Training of users of information systems.	<b>60 %</b>
<b>ii.</b> At least three West African references at national or regional level in the fields mentioned in point i) above	<b>40 %</b>
<b>TOTAL</b>	<b>100 %</b>

**Evaluation criterion N°2: Adequacy of the methodology and the work programme proposed for the ToRS**

The number of points awarded for this criterion will be determined on the basis of the following sub-criteria and percentage values:

<b>i.</b> The methodology is clear and complete: all the services, organization described, resources mobilized, list of activities, risks and assumptions	<b>30 %</b>
<b>ii.</b> The methodology is relevant: it brings added value to the ToR and includes innovations	<b>25 %</b>
<b>iii.</b> The work program is comprehensive, realistic and in accordance with the ToRs and the proposed methodology	<b>25 %</b>
<b>iv.</b> The number of experts and the planned number of working days for each expert are well sized to carry out each activity in a satisfactory manner	<b>20 %</b>
<b>TOTAL</b>	<b>100 %</b>

**Evaluation criterion N°3: Qualifications and skills of Key Personnel for Services**

The number of points awarded for each Key Personnel above will be determined on the basis of the sub-criteria and the following percentage values:

<b>i.</b> General qualification	<b>20 %</b>
<b>ii.</b> Relevance for the project	<b>60 %</b>
<b>iii.</b> Experience in the region and knowledge of the language (French and English)	<b>10 %</b>
<b>iv.</b> Years of experience working with the Consultant	<b>10 %</b>
<b>TOTAL</b>	<b>100 %</b>

**Evaluation criterion N°4 : Adequacy of the knowledge transfer program**

The number of points awarded for this criterion will be determined on the basis of the sub-criteria and the following percentage values:

	<p>i. Allocation of qualified and competent personnel to train users and maintain the system after installation</p> <p>ii. Existence of a knowledge transfer plan and training modules</p> <p style="text-align: right;"><b>TOTAL</b></p>	<p><b>40 %</b></p> <p><b>60 %</b></p> <p><b>100 %</b></p>
	<p>The minimum technical qualification score (Nt) required is: <b>80 points</b></p> <p><b>The consultant agrees to take the measures he/she deems necessary and sufficient to ensure the safety of the personnel involved in this service, his/her own safety, and that of the assets entrusted to him/her.</b></p> <p><b>He/She agrees to comply with ECOWAS and RAAF safety guidelines.</b></p> <p><b>To do so, he/she shall sign the safety commitment letter attached to <u>TECH-1 Form</u>.</b></p>	
<b>IC 22.1</b>	<p><b>The Consultant ranked first among those who have obtained the minimum technical qualification score, will be invited to negotiate the Contract</b> in accordance with the <b>Quality-based selection method only (QBS)</b>.</p> <p>All other Financial Proposals will be returned unopened when the Contract negotiations have been successfully concluded and the Contract has been signed.</p>	
<b>IC 23.1</b>	Opening Financial Proposals "online" <b>is not possible</b> .	
<b>IC 23</b>	Not applicable	
<b>IC 25.1</b>	The evaluation will be based on the Financial Proposal of the Consultants <b>excluding taxes, levies and duties</b> .	
<b>IC 26.1</b>	<p>The currency in which the prices expressed in various currencies will be converted is: <b>Euro (€)</b></p> <p>The official source for exchange rates (seller) is: <a href="https://commission.europa.eu/funding-tenders/procedures-guidelines-tenders/information-contractors-and-beneficiaries/exchange-rate-infoeuro_fr">https://commission.europa.eu/funding-tenders/procedures-guidelines-tenders/information-contractors-and-beneficiaries/exchange-rate-infoeuro_fr</a></p> <p>The date of the exchange rates is the <b>seventh (7<sup>th</sup>) day</b> before the deadline for submission.</p>	
<b>IC 27.1</b>	<b>Not applicable</b>	

## D. Negotiations and Award of the Contract

<b>IC 29.1</b>	Negotiations will take place at a time and place ("in person" at the Client's address or "online") mutually agreed between the Consultant and the Client, once the competitive bidding process has been finalized.
<b>IC 31.1</b>	The Client will notify the results of the selection to the consultants who participated in the consultation after the completion of the negotiations.
<b>IC 31.2</b>	<p>Planned date and place of beginning of services:</p> <p>Date: <b>at the signing of the contract</b> at <b>client's Office, Lomé, TOGO</b></p>

## SECTION III: TECHNICAL PROPOSAL - STANDARD FORMS

### TECH-1 Form: Technical Proposal Submission Form

(Text not to be modified)

\_\_\_\_\_ [Place, Date]

To the Executive Director of RAAF  
Regional Agency for Agriculture and Food (RAAF/ECOWAS)  
4 & 5 floors, CRBC building, place de la réconciliation  
quartier Atchanté, Cité OUA Lomé, TOGO

Dear sir,

We, the undersigned, have the honour to propose our Services, as Consultant, for *[Insert the title of the Services]* in accordance with your Request for Proposals dated *[Insert date]*. We hereby submit our Proposal, which includes a Technical Proposal and a Financial Proposal, in separate sealed envelopes.

*[If the Consultant is a Group, insert the following: "We are submitting our Proposal in a Group as follows: [Insert the list indicating the full name and address of each member, and identify the representative]". We attach copy [insert : "from the letter of intent to form a Group" or, if a Group has already been formed, "from the Group agreement"] signed by each of the members of the Group, including the details of the probable structure and confirmation of the joint and several liability of the members of this Group.*

*[OR*

*If the Consultant's Proposal contains Subcontractors, insert the following:]*

We submit our Proposal with the following Subcontractors : *[Insert the list indicating the full name and address of each of the Subcontractors]*.

We declare that:

- a) All the information and statements contained in the Proposal are correct and we acknowledge that any false declaration contained in said Proposal will lead to the rejection of our Proposal by the Client.
- b) Our Proposal will remain valid and will be binding on us for the entire period mentioned in the Data sheet, Article 12.1 (Validity of Proposals).
- c) In accordance with Article 3 of the IC, we have no conflict of interest.
- d) Subject to the provisions of Article 12.1 of the Data sheet, we commit to negotiate a Contract on the basis of the Key Personnel proposed. We acknowledge that the replacement of Key Personnel for reasons other than those mentioned in Articles 12.5 and 29.3 of the IC will terminate the Contract negotiations.
- e) Our Proposal is binding on us, subject to changes resulting from the negotiations of the Contract.

If our Proposal is accepted and the Contract is signed, we commit to start the Services under the assignment no later than the date indicated in Article 31.2 of the Data sheet.

We acknowledge and accept that the Client reserves the right to cancel the procedure and reject all Proposals at any time before the contract is awarded, without thereby incurring any liability towards us.

Yours sincerely.

Signature of the authorized representative: \_\_\_\_\_ *[in full and initials]*

Name and title of the signatory: \_\_\_\_\_

Name of the Consultant (name of the company or Group): \_\_\_\_\_

In capacity of: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contact information (phone and email): \_\_\_\_\_

*[For a Group, all the members must sign or only the representative, in which case the power of attorney authorizing the signatory to sign on behalf of all the members must be attached.]*

**Appendix 1 to the Technical Proposal Submission Form -  
Declaration of integrity, eligibility and environmental and social responsibility  
(Text not to be modified)**

Title of Services \_\_\_\_\_ (the "Contract")

To: \_\_\_\_\_ (the "Project Owner")

1. We acknowledge and accept that the Agence Française de Développement ("AFD") only finances the project owner's projects on its own terms which are determined by the Funding Agreement that links it directly or indirectly to the Project owner. Consequently, there can be no legal link between AFD and our company, our group, our suppliers, contractors, consultants and subcontractors. The Project owner retains sole responsibility for the preparation and implementation of the procurement process and its execution. Depending on whether these are work contracts, supplies, equipment, intellectual services (consultants) or other services, the Project owner may also be referred to as a Customer or Purchaser.
2. We certify that we are not, and that none of the members of our group, nor of our suppliers, contractors, consultants and subcontractors, is in any of the following cases:
  - 2.1 Be in a state of or have been subjected to bankruptcy, liquidation, judicial settlement, safeguard or cessation of activity proceedings, or be in any similar situation resulting from proceedings of the same nature;
  - 2.2 Have been subject to:
    - a) A conviction handed down within the last five years by a judgment that has the force of res judicata in the country where the Contract is carried out, for fraud, corruption or any offence committed in the context of the award or performance of a Contract (in the event of such a conviction, we have the option of attaching to this Declaration of Integrity any additional information that would allow us to consider that this conviction is not relevant in the context of the Contract);
    - b) An administrative sanction handed down within the last five years by the European Union or by the competent authorities of the country in which we are established, for fraud, corruption or any crime committed in the context of the award or execution of a contract (in the event of such a sanction, we can attach to this Declaration of Integrity the additional information which would make it possible to consider that this sanction is not relevant in the context of the Contract);
    - c) a conviction handed down within the last five years by a judgment that has the force of res judicata, for fraud, corruption or for any crime committed in the context of the award or performance of a contract financed by AFD;
  - 2.3 Appear on the lists of financial sanctions adopted by the United Nations, the European Union and/or France, in particular to combat the financing of terrorism and breaches of international peace and security;
  - 2.4 Have been terminated to our exclusive detriment within the last five years due to a serious or persistent breach of our contractual obligations during the performance of a previous contract, provided that this sanction has not been contested by us or given rise to a court decision overturning the termination to our exclusive detriment;
  - 2.5 Not having fulfilled our tax payment obligations in accordance with the legal provisions of the country in which we are established or those of the country of the project owner;
  - 2.6 Be subject to an exclusion decision issued by the World Bank and appear as such on the list published at the email address <http://www.worldbank.org/debarr> (in the event of such an exclusion decision, we can attach to this Declaration of Integrity additional information that would make it possible to consider that this exclusion decision is not relevant in the context of the Contract);



- 2.7 Have produced false documents or having been guilty of misrepresentation(s) in supplying the information required by the Project owner as part of this procurement and Contract award process.
3. We certify that we are not, and that none of the members of our group or our suppliers, contractors, consultants and subcontractors, is in one of the following conflict of interest situations:
  - 3.1 Shareholder controlling the Project owner or subsidiary controlled by the Project owner, unless the resulting conflict has been brought to the attention of AFD and resolved to its satisfaction.
  - 3.2 Have business or family relationships with a member of the Project owner's services involved in the procurement process or the supervision of the resulting Contract, unless the resulting conflict has been brought to the attention of AFD and resolved to its satisfaction;
  - 3.3 Control or be controlled by another applicant or consultant, be placed under the control of the same company as another applicant or consultant, receive grants directly or indirectly from another applicant or consultant or assign grants to another applicant or consultant, have the same legal representative as another applicant or consultant, maintain direct or indirect contacts with another applicant or consultant allowing us to have and provide access to the information contained in our respective applications or proposals, to influence them, or to influence the decisions of the Project owner;
  - 3.4 Being recruited for an intellectual service assignment which, by its nature, may prove incompatible with our assignments on behalf of the Project owner;
  - 3.5 In the case of a procedure for the award of works, supplies or equipment:
    - a) Have prepared ourselves or have been associated with a consultant who has prepared specifications, plans, calculations and other documents used as part of the procurement procedure;
    - b) To be ourselves, or one of the firms to which we are affiliated, recruited, or to be recruited, by the Project owner to carry out the supervision or control of the works within the framework of the Contract.
4. If we are a public institution or company, to participate in a competitive bidding procedure, we certify that we enjoy legal and financial autonomy and that we are managed according to the rules of commercial law.
5. We commit to communicate without delay to the Project owner, who will inform AFD of any change in the situation with regard to points 2 to 4 above.
6. As part of the award and execution of the Contract:
  - 6.1 We have not and will not commit any unfair maneuver (action or omission) intended to deliberately mislead others, intentionally conceal information, surprise or vitiate their consent or cause them to circumvent legal or regulatory obligations and/or violate their internal rules in order to obtain an illegitimate benefit.
  - 6.2 We have not and we will not commit any unfair maneuver (action or omission) contrary to our legal or regulatory obligations and/or our internal rules in order to obtain an illegitimate benefit.
  - 6.3 We have not promised, offered or granted and we will not promise, offer or grant, directly or indirectly, to (i) any person holding a legislative, executive, administrative or judicial mandate within the State of the Project owner, whether appointed or elected, on a permanent basis or not, whether paid or unpaid and regardless of his hierarchical level, (ii) any other person who exercises a public function, including for a public body or a public company, or who provides a public service, or (iii) any other person defined as public official in the State of the Project owner, an undue advantage of any kind, for him/herself or for another person or entity, so that he/she performs or refrains from performing an act in the exercise of his/her official duties.
  - 6.4 We have not promised, offered or granted and we will not promise, offer or grant, directly or indirectly, to any person who heads a private sector entity or works for such an entity, in any capacity whatsoever, an undue advantage of any kind, for him/herself or for another person or entity, so that he/she performs or refrains from performing an act in violation of his/her legal, contractual or professional obligations.

- 6.5 We have not and will not commit any act likely to influence the procurement process to the detriment of the Project owner, and, in particular, no anti-competitive practice whose object or effect is to prevent, restrict or distort the game of competition, in particular by tending to limit access to the Market or the free exercise of competition by other companies.
- 6.6 We, or any member of our group, or any of our subcontractors will not acquire or supply equipment, and will not operate in sectors under embargo by the United Nations, the European Union or France.
- 6.7 We are committed to respecting, and to ensuring that all our sub-contractors respect, the environmental and social standards recognized by the international community, including the fundamental conventions of the International Labour Organization (ILO) and international conventions for the protection of the environment, in accordance with the laws and regulations applicable in the country where the contract is carried out. In addition, we commit to implement environmental and social risks mitigation measures when they are indicated in the environmental and social management plan provided by the Project owner.
7. We, members of our group, our suppliers, contractors, consultants and subcontractors, authorize AFD to examine the documents and accounting documents relating to the award and execution of the Contract and to submit them for verification to auditors appointed by AFD.

Name: \_\_\_\_\_ As: \_\_\_\_\_

Duly authorized to sign for and on behalf of<sup>1</sup>: \_\_\_\_\_

Signature: \_\_\_\_\_

As of: \_\_\_\_\_

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<sup>1</sup> In a group case, enter the name of the group. The person signing the bid/proposal/application on behalf of the bidder/consultant/applicant shall attach to the bid/proposal/application the power of attorney granted by the bidder/consultant/applicant.

**Appendix 2 to the Technical Proposal Submission Form –  
Letter of Commitment - Security interests of the Consultant**

We, the undersigned, have taken note of the security context and have assessed the associated risks in the context of the execution of the "*subject of the consultation*", within the framework of the implementation of the Support Project for West African Food Security Storage (Stocks II ECOWAS).

We acknowledge that our personal safety, that of our staff and the assets entrusted to us for the execution of the Contract, remains our exclusive responsibility.

We commit to take measures that we consider necessary and sufficient to ensure our own safety, that of our staff and the assets entrusted to us.

We are committed to complying with ECOWAS and RAAF safety guidelines.

Name : \_\_\_\_\_

Signature : \_\_\_\_\_

As of : \_\_\_\_\_

## TECH-2 Form: Technical Proposal

### 1. Structure and experience of the Consultant

*[Indicate here a brief description of your company/office and how it is organized, and - in the case of a Group-, of each member to participate in the Services, including an organizational chart, the list of similar assignments carried out as well as their amount and certificates of good execution.]*

### 2. Description of the approach, the methodology, and the work program in response to the Terms of Reference

#### a) Technical approach and working method

*[Please explain how you understand the objectives of the Services, as described in the Terms of Reference (ToR), the technical approach and the methodology that you would adopt in order to carry out the tasks and deliver the requested products/reports, as well as the level of detail of these reports. Include here your possible comments and suggestions on the ToR on the services and personnel to be provided by the Client. **Do not repeat or copy the ToR.**]*

#### b) Work programme

*[Please indicate the implementation program of the main activities or tasks of the Services, their content and duration, the breakdown into phases and the corresponding constraints, the main stages (including review/approvals by the Client), and estimated dates of the deliverables. The proposed work program must be consistent with the technical approach and the method, showing your understanding of the ToR and your ability to translate them into a realistic work program. A list of documents to be produced (including reports) must be provided. The Program of Activities Form (TECH-3) can be used for this purpose].*

### 3. Organization and Staff of the Consultant

*[Please describe the structure and composition of your team, including the list of Key Personnel, Other personnel and administrative personnel assigned to the Services. The contribution of each personnel will have to be specified in coherence with the proposed methodology and the requirements of the ToR. The TECH-4 Form can be used for this purpose. The CVs of the staff members will be provided (the TECH-5 Form can be used for this purpose).]*

## TECH-3 Form: Program of Activities and schedule of deliverables

(Indicative format)

N°	Deliverables <sup>1</sup> (D - __)	Month <sup>2,3</sup>											TOTAL
		1	2	3	4	5	6	7	8	9	...	n	
<b>D - 1</b>	[e.g. Deliverable #1: Report A]												
	1. Data collection												
	2. Drafting the report												
	3. Preliminary report												
	4. Finalization following the comments												
	5. ...												
	6. Provision of the final report to the Client												
	Etc.												
<b>D - 2</b>	[e.g. Deliverable #2 : _____]												
	Etc.												
<b>n</b>													

<sup>1</sup> Provide the list of deliverables indicating the details of the activities leading to it, as well as other actions, such as the approvals to be obtained from the Client. For assignments involving successive stages, indicate the activities, reporting and the actions required for each stage separately.

<sup>2</sup> The duration of the activities will be shown in the form of a bar chart.

<sup>3</sup> Insert a legend, if necessary to understand the chart.

## TECH-4 Form: Composition of the team, individual activities and contribution of Key Personnel

(Indicative format)

N°	Name	Contribution time of the expert (per person /month) for each deliverable listed in the TECH-3° Form								Total contribution time (in months)		
		Position	Place	D - 1	D - 2	D - 3	.....	D - ____	Etc.	Headquarters <sup>1</sup>	Field <sup>2</sup>	Total
<b>Key-Personnel<sup>3</sup></b>												
K-1	[e.g. Mr. Abbb]	[Head of Mission]	[Headquarters]	[2 days]	[1 day]	[1 day]						
			[Field]	[0.5 day]	[2.5 days]	[0]						
K-2												
K-3												
...												
<b>Subtotal</b>												
<b>Other staff</b>												
N-1			[Headquarters]									
			[Field]									
N-2												
...												
<b>Subtotal</b>												
<b>Total</b>												

<sup>1</sup> "Headquarters" refers to the work performed at the office in the country of residence of the expert.

<sup>2</sup> "Field" refers to the work carried out in the Client's country or another country different from the country of residence of the expert.

<sup>3</sup> For key personnel, the contribution must be indicated for each of the positions as identified in the data sheet IC 21.1: Full-time contribution / Part-time contribution

## TECH-5 Form: Curriculum Vitae (CV)

(Indicative format)

**Job Title and No. :** [e.g. K-1, Coordinator]  
**Name of the expert:** [Insert full name]  
**Date of birth:** [day/month/year]  
**Nationality/Country of residence:** [Insert country]

**Education :** [Summarize the university studies and other specialized studies attended, indicating the name of the school or university, the years of study and the diplomas obtained.]

**Relevant professional experience for the Services:** [Draw up a list of jobs held since graduation, in reverse chronological order, starting with the current position; for each, indicate the dates, the name of the employer, the professional title of the employee and the place of work; for jobs of the last ten years, also specify the type of work performed and provide, if necessary, the names of clients as references. Jobs held that are unrelated to Services may be omitted.]

Period	Name of the employer, professional title /position held. Contact information for references	Country	Summary of the activities carried out, in relation to the Services
[e.g. May 2015 - present]	[e.g. Ministry of _____, advisor/consultant for _____. For references: Tel. _____ / Email _____, Mr. Bbbbbbb, Director]		

**Membership of professional associations and publications:** \_\_\_\_\_

**Languages spoken (indicate only the languages in which you can work):** \_\_\_\_\_

**Skills/qualifications for Services:**

Specific tasks to be carried out by the Consultant's team of experts	Reference to previous work or assignments illustrating the expert's ability to carry out the tasks assigned to him
<i>[List of deliverables/tasks with reference to TECH-3 in which the expert will be engaged]</i>	

**Contact information of the expert:** *[email: \_\_\_\_\_, phone: \_\_\_\_\_]*

**Certification:**

I, the undersigned (), certifies that this CV accurately describes me, as well as my qualifications and professional experience; I commit to be available to perform the Services, in case the contract is awarded. Any false declaration or inaccurate information in this CV may justify my disqualification or the rejection of my application by the Client.

*[day/month/year]*

\_\_\_\_\_  
Name of the Expert

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

*[day/month/year]*

\_\_\_\_\_  
Name of the authorized representative of the Consultant  
*[the same person as the signatory of the Proposal]*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



## SECTION IV: FINANCIAL PROPOSAL - STANDARD FORMS

### FIN-1 Form: Financial Proposal Submission form

[Place, Date]

To the Executive Director of RAAF  
Regional Agency for Agriculture and Food (RAAF/ECOWAS)  
4 & 5 floors, CRBC building, Reconciliation Square  
Atchanté District, Cité OUA Lomé, TOGO

Dear sir,

We, the undersigned, have the honour to propose our Services, as Consultant, for *[Insert the title of the Services]* in accordance with your Request for Proposals dated *[Insert Date]* and to our Technical Proposal.

Please find attached our Financial Proposal which amounts to *[indicate amount(s) in letters and figures for each currency]*, excluding taxes, levies and duties, as specified in Article 16.3 of the Data sheet. The estimated amount of indirect taxes in the Client's country is *[insert amount(s) in letters and figures and the currency]* which will be confirmed or adjusted, if necessary, during the Contract negotiations *[Note that the amounts must be the same as in the FIN-2 Form]*.

Our Financial Proposal is binding on us, subject to any changes resulting from the negotiation of the Contract, until the expiration of the Proposal validity period, i.e. until the date indicated in Article 12.1 of the Data Sheet.

We understand that you reserve the right to cancel the procedure and reject all Proposals at any time before the Contract is awarded.

Yours sincerely.

Signature of the authorized representative: \_\_\_\_\_ *[in full and initials]*

Name and title of the signatory: \_\_\_\_\_

In capacity of: \_\_\_\_\_

Address: \_\_\_\_\_

Contact information (phone and email): \_\_\_\_\_

*[For a Group, all the members must sign or only the representative, in which case the power of attorney authorizing the signatory to sign on behalf of all the members must be attached.]*

## FIN-2 Form: Price summary

Items	Price <sup>8</sup>
	EURO
<b>SERVICE: Fixed remuneration</b>	
<b>Activity 1 (deliverable 1)</b>	
<b>Activity 2 (deliverable 2)</b>	
-----	
-----	
<b>Subtotal SERVICE (excluding VAT)</b>	
<b>TOTAL PRICE EXCLUDING TAXES OF THE FINANCIAL PROPOSAL<sup>9</sup></b>	
<b>ESTIMATED INDIRECT TAXES AND DUTIES IN THE CLIENT'S COUNTRY: to be reviewed/finalized during the negotiation of the Contract (in case of award)</b>	
<b>Estimated total of indirect taxes in the Client's country</b>	

NB: Payments will be made in the currency(ies) indicated above (Reference to IC 16.4).

<sup>8</sup> The Consultant must indicate the price offered in accordance with Article 16.4 of the Data sheet

<sup>9</sup> This price must reflect the amount in the FIN-1 Form

## FIN-3 Form: Sub-detail of remuneration

For Contracts with fixed remuneration, the data provided in this form will not be used for the payment of Services, but, if necessary, to establish the Consultant's remuneration for additional services at the Client's request. The format of this form is provided for information purposes only.

A. Remuneration:					
No.	Name	Position (cf. TECH-4)	Expert Remuneration/month <sup>10</sup> (Excluding VAT)	Total contribution in Expert/month (cf. TECH-4)	EURO
Key Personnel					
K-1			[Headquarters]		
			[Field]		
K-2					
K-3					
Other Staff					
N-1			[Headquarters]		
			[Field]		
N-2					
---					
TOTAL COST EXCLUDING VAT					

<sup>10</sup> Unlike the Key Personnel who will be costed in Expert / month, the Other Personnel will be costed in Expert / day.

## FIN-4 Form: Other Expenses

- For fixed-price Contracts, the data provided in this form will not be used for the payment of Services, except in the case of reimbursable expenses (see column "Nature").]

B. Other Expenses:						
No.	Type of expenses	Unit	Nature <sup>11</sup>	Unit Cost Excluding tax	Quantity	EURO
Expenses related to the SERVICE			FLAT-RATE			
	[Ex: Per diem]*	Day	Flat-rate			
	[Ex: International trips]	Ticket				
	[Ex: Local trips]	Trip				
	[Ex: Communication cost]	Monthly				
	[Ex: Report reproduction]	1				
	...					
Subtotal "Other expenses" - SERVICE						
TOTAL COST EXCLUDING VAT						

NB: For time-based Contracts, this form will serve as the basis for payment.

\* The unit cost of the per diems will be aligned with the ECOWAS daily rate, i.e. 262 USD/night.

<sup>11</sup> Specify whether reimbursable or flat-rate

## SECTION V - ELIGIBILITY CRITERIA

### Eligibility for AFD-financed contracts

1. The funding granted by AFD has been completely untied since the 1<sup>st</sup> january 2002. With the exception of cases of embargo by the United Nations, the European Union, or France, AFD finances all contracts for works, supplies, equipment, intellectual services (consultants) and other services, regardless of the nationality of the successful applicant (or that of its suppliers or subcontractors), the origin of the inputs or resources used in the implementation process.
2. Persons <sup>1</sup>(including their suppliers, contractors, consultants and any subcontractors, as well as all members of a group) may not be awarded a contract financed by AFD if, at the date of submission of an application, a bid or a proposal, or at the time the contract is awarded:
  - 2.1 are the subject of bankruptcy, liquidation, judicial settlement, safeguard, cessation of business, or are in any similar situation resulting from a procedure of the same nature;
  - 2.2 have been the subject of:
    - a) a conviction handed down within the last five years by a judgment that has the force of res judicata in the country in which this contract is being carried out, for fraud, corruption or any offence committed in connection with the award or performance of a contract, subject to any additional information that they may deem useful to provide in the context of the Declaration of Integrity, which would make it possible to consider that this conviction is not relevant in the context of this contract;
    - b) an administrative sanction handed down within the last five years by the European Union or by the competent authorities of the country in which they are established, for fraud, corruption or any offence committed in connection with the award or performance of a contract, subject to any additional information that they may deem useful to provide in the context of the Declaration of Integrity, which would make it possible to consider that this sanction is not relevant in the context of this contract;
    - c) a conviction handed down within the last five years by a judgment that has the force of res judicata, for fraud, corruption or for any crime committed in the context of the award or performance of a contract financed by AFD;
  - 2.3 Included on the lists of financial sanctions adopted by the United Nations, the European Union and/or France, notably to combat the financing of terrorism and attacks on international peace and security;
  - 2.4 have been terminated to their sole detriment within the last five years due to a serious or persistent breach of their contractual obligations during the performance of a previous contract, provided that this sanction has not been contested by them or given rise to a court decision overturning the termination to their sole detriment;
  - 2.5 have not fulfilled their obligations relating to the payment of their taxes according to the legal provisions of the country where they are established or those of the Client's country;
  - 2.6 Are subject to an exclusion decision handed down by the World Bank and as such appear on the list published at <http://www.worldbank.org/debarr>, subject to any additional information they may deem useful to provide as part of the Declaration of Integrity, which would make it possible to consider that this exclusion decision is not relevant in the context of this contract;

<sup>1</sup> Refers to any person, business, company, government, State or dismemberment of a State, as well as any association or group of several of these persons, with or without legal personality.

- 2.7 have produced false documents or have been guilty of false declaration(s) by providing the information required by the Client as part of this procurement and award process.
3. Public institutions and companies are allowed to participate in a competitive bidding procedure provided that they can demonstrate (i) that they are legally and financially autonomous, and (ii) that they are governed by the rules of commercial law. To this end, public institutions and companies must provide all documents (including their articles of incorporation) which make it possible to establish, to AFD's satisfaction, that (i) they have a legal personality distinct from that of their State, (ii) they do not receive any public subsidy or significant budgetary aid, (iii) that they are governed by the provisions of commercial law and that, in particular, they are not obliged to transfer their financial surpluses to their State, that they can acquire rights and obligations, borrow funds, are liable for repayment of their debts and may be subject to collective proceedings.

## SECTION VI - AFD RULES – FRAUD AND CORRUPTION – ENVIRONMENTAL AND SOCIAL RESPONSIBILITY

### 1. Fraud and corruption

The Client, suppliers, consultants, contractors and their subcontractors must comply with the most rigorous ethical rules during the award and execution of contracts. Depending on whether these are contracts of works, supplies, equipment, intellectual services (consultants) or other services, the Client may also be referred to as the Project owner or Purchaser.

By signing the Declaration of Integrity, suppliers, consultants, contractors and their sub-contractors declare (i) that they have not committed any act likely to influence the process of awarding the contract to the detriment of the Client and in particular that no anti-competitive practice has intervened and will not intervene and that (ii) the negotiation, award and execution of the Contract has not given and will not give rise to an act of corruption or fraud.

AFD requires that the procurement documents and the contracts it finances contain a provision requiring suppliers, consultants, contractors and their subcontractors to authorize AFD to examine the documents and accounting documents relating to the procurement process and the execution of the contract, and to submit them for verification to auditors designated by AFD.

AFD reserves the right to take any appropriate action to ensure compliance with these ethical rules, in particular the right to:

- a) Reject the proposal to award a contract if it determines that the applicant or consultant recommended for award is guilty of corruption, directly or through an agent, or has engaged in fraud or anti-competitive practices in order to obtain the contract;
- b) Declare the procurement non-compliant if it determines, at any time, that the representatives of the Client, suppliers, consultants, contractors or their sub-contractors have engaged in corruption, fraud, or anti-competitive practices during the procurement process or the execution of the contract without the Client having taken, in due time and to the satisfaction of AFD, the necessary measures to remedy this situation, including by failing to inform AFD when it becomes aware of such maneuvers.

For the purposes of applying this provision, AFD defines the following expressions as follows:

- a) **Public Official Corruption**
  - The act of promising, offering or granting to a Public Official, directly or indirectly, an undue advantage of any kind, for himself or for another Person<sup>1</sup> or entity, so that he/she performs or refrains from performing an act in the exercise of his/her official duties;
  - The fact that a Public Official solicits or accepts, directly or indirectly, an undue advantage of any kind, for himself or for another Person or entity, in order to perform or refrain from performing an act in the exercise of his/her official duties.
- b) **The concept of a Public Official includes:**
  - Any natural person who holds a legislative, executive, administrative or judicial office (in the Client's country), irrespective of whether this natural person has been appointed or elected, irrespective of the permanent or temporary nature of his or her office, whether remunerated or not, and irrespective of his or her position and the hierarchical level he or she occupies;
  - Any other natural person who exercises a public function, including for a State institution or a public company, or who provides a public service;
  - Any other natural person defined as a public official by the national legislation of the Client's country.

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<sup>1</sup> Refers to any person, business, company, government, State or dismemberment of a State, as well as any association or group of several of these persons, with or without legal personality.

- c) Corruption of Private Persons<sup>2</sup> means:
  - The fact of promising, offering or granting, directly or indirectly, an undue advantage of any kind to any Private Person, for themselves or for another Person or entity, so that, in violation of their legal, contractual or professional obligations, they perform or refrain from performing an act;
  - The fact that any Private Person solicits or accepts, directly or indirectly, an undue advantage of any kind, for him/herself or for another Person or entity, in order to perform or refrain from performing an act in violation of his/her legal, contractual or professional obligations.
- d) Fraud refers to any unfair maneuver (action or omission), whether or not criminalized, intended to deliberately deceive another person, intentionally conceal information or surprise or vitiate his consent, circumvent legal or regulatory obligations and/or violate internal rules in order to obtain an illegitimate benefit.
- e) An anti-competitive practice refers to:
  - Any concerted or tacit action whose object or effect is to prevent, restrict or distort the game of competition on a market, in particular when it tends to: (i) limit access to the market or the free exercise of competition by other Persons; (ii) hinder the fixing of prices by the free play of the market by artificially favouring their increase or decrease; (iii) limit or control production, outlets, investments or technical progress; or (iv) distribute contracts or sources of supply;
  - Any abusive exploitation by a person or a group of persons of a dominant position on an internal market or on a substantial part of it;
  - Any offer of unreasonably low prices, the object or effect of which is to eliminate a person or one of its products from a market or prevent access to a market.

## 2. **Environmental and Social Responsibility**

In order to promote sustainable development, AFD wishes to ensure compliance with internationally recognized environmental and social standards. To this end, suppliers, consultants, contractors and their subcontractors must undertake, on the basis of the Declaration of Integrity, to:

- a) Respect and enforce compliance by all their subcontractors, in coherence with the laws and regulations applicable in the country where the contract is carried out, the environmental and social standards recognized by the international community, including the fundamental conventions of the International Labour Organization (ILO) and the international conventions for the protection of the environment;
- b) Implement environmental and social risks mitigation measures when they are indicated in the Environmental and Social Management Plan (ESMP) provided by the Client.

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<sup>2</sup> Refers to any natural person other than a Public Official.



## **SECTION VII - TERMS OF REFERENCE**



## 1. Context and justification

### a. Overall context

The food security situation in West Africa has deteriorated sharply in recent years. Acute food insecurity is on track to reach its highest level in 10 years. Indeed, analysis of the Harmonized Framework for the March to May period projects that 42.5 million people in the Sahel and West Africa will require emergency food and nutritional assistance in June-August 2024. Likewise, the already worrying nutritional situation has deteriorated sharply.

This situation results from a combination of structural factors (demographics, poverty) and cyclical shocks, the main ones being agro-climatic shocks, persistent insecurity in the Sahel and in the Lake Chad basin, inflation and volatility of agricultural commodity prices in some countries, and more recently, the health crisis linked to the COVID-19 pandemic, as well as international tensions.

Given the multiplication and diversification of shocks (insecurity, climatic shocks, rising food prices, population movements, herd movements, etc.) that the region is facing, and this in an international context that is also seeing an increase in areas of tension and exceptional climatic events that are putting increasing strain on the response capacity of the international humanitarian community, it is vital that the region succeeds in putting in place mechanisms to strengthen the resilience of vulnerable households and communities, so as to give them a better capacity to cope with subsequent shocks, and to preserve and/or restore their livelihoods.

Food security stocks act as safety nets and form part of the arsenal of social protection tools targeting the most vulnerable populations. Indeed, the effectiveness of food stocks has made them one of the leading instruments for responding to food, nutritional and pastoral crises at various levels (local, national, regional).

Since 2012, ECOWAS has had a regional storage strategy. It is part of the triple vision of the ECOWAP /CAADP to act on production, markets and price volatility, and is based on the following pillars: (i) food security storage to meet the needs of vulnerable populations in the event of a cyclical food crisis; (ii) interventions (broader than storage alone) to improve market functioning and reduce price volatility; (iii) social food security nets for populations in structural deficit of livelihoods. The regional storage strategy is based on the complementarity of three levels of storage ("lines of defense"): (i) local stocks, generally held by producer organizations; (ii) national security stocks managed by the States, and finally, (iii) the Regional Food Security Reserve (RFSR) managed by ECOWAS and created by way of an Additional Act to the ECOWAS Treaty, by the Heads of State in 2013.

The regional storage strategy and the Regional Food Security Reserve are instruments of close cooperation between ECOWAS, UEMOA, RESOGEST (Réseau des Structures Nationales de Stockage), CILSS and producer organizations.

The Regional Food Security Reserve has been set up to have a sovereign food crisis management instrument, in support of the fifteen ECOWAS Member States, Chad and Mauritania. It has three specific objectives: (i) to complement the efforts of the Member States in providing rapid and diversified food and nutritional assistance; (ii) to express regional solidarity towards the Member States and the affected populations via transparent, fair and predictable mechanisms; and (iii) to contribute to food sovereignty and to the political, economic and commercial integration of West Africa. The Reserve is a flagship regional instrument for supporting the national capacity to prevent and manage food crises and reduce the vulnerability of poor, rural and urban populations. It is composed of a physical reserve and a financial reserve. The ratio chosen is 1/3 of physical stocks and 2/3 of financial reserve with a global calibration in the long term of 411,000 tons of cereals.

To implement the regional storage strategy, the ECOWAS Commission has received initial funding from the European Union through the "Support Project for West Africa Food Safety Storage", designed as a pilot phase. The implementation of this project has enabled us to make significant progress. The RFSR now has a clear governance and regulatory framework. It was able to build up a capital of almost 40,000 tons of physical stocks and intervened 17 times in support of the States of the region during food and nutrition crises. Most countries

have adopted national strategies and harmonized storage procedures. Local storage organizations have made an important effort to codify their good practices and strengthen their management capacities. The information systems on food safety have been strengthened allowing the development of decision support tools for better stock management at all three scales.

However, many challenges remained to be met at the end of the project: replenishment of stocks, operationalization of the financial reserve, low diversification of intervention modalities, response modalities to pastoral crises, availability of certain information for analysis and decision support, etc.

From now on, the challenge for ECOWAS is to adapt the RFSR instruments on the basis of the experience gained and to prepare a second stage of the deployment of the regional storage strategy. It should allow this regional instrument, the relevance and effectiveness of which were proven during the first phase, to step up in order to have the capacities (physical stock and financial reserve) to truly fulfil its role as a third line of defense in the event of a shock affecting the ability of the populations of the region to feed themselves.

To this end, ECOWAS has received additional funding to conduct the interim phase of the Support Project for West Africa food security storage. With funding from the Agence Française de Développement (AFD), this interim phase will make it possible to:

- Safeguard the intervention capacities of the RFSR, and more generally the achievements of the 1st phase;
- Finalize the essential processes delayed by the COVID 19 crisis, in particular with regard to national stocks and local stocks;
- Carefully prepare the second phase of implementation of the regional storage strategy with ambitious objectives and conduct the multi-stakeholder dialogue to ensure its implementation and success, under the leadership of ECOWAS and its partners;
- To evolve the response system and its governance, to better understand the rapidly triggering crises, which are becoming more frequent in connection with exceptional climatic events (such as floods).

The overall objective of the project is to increase the capacity of West Africa to manage food, nutritional and pastoral crises. It has three (3) components:

- Component 1: Consolidation of the achievements of the regional storage strategy with a view to a second, more ambitious phase of operationalization, based on the orientations identified at the end of the international conference organized at the end of the 1st phase;
- Component 2: Preparation of phase 2 of the regional food safety storage strategy. It is dedicated to building a consensus around the actions to be carried out in the 2nd phase of the operationalization of the regional food safety storage strategy and its financing
- Component 3: Coordination, technical support, communication and visibility, monitoring and evaluation, external audits and evaluation.

## **b. Specific context**

Since 2021, the Regional Food Security Reserve has benefited from increasingly important financing both internally through the own funds of the ECOWAS Commission, as well as technical and financial partners. This is reflected in a strengthening of intervention capacities, notably through the physical stock on the one hand, and through the consolidation of the construction of the Regional Reserve instrument itself on the other. The increase in the intervention capacities of the Regional Reserve and the increase in the geographical coverage in terms of storage, as well as the strengthening of the storage capacities of the countries, impose a digitalization and an automation of the monitoring of stocks both at the national level and at the regional level.

This requires the implementation of real-time monitoring and reporting tools able to:

- At storage site level: to enable stock managers to report on daily stock monitoring, draw attention to problems and difficulties encountered, and receive feedback from the national level.
- At national level: enable stock managers to improve their ability to manage information on national stocks, validate information entered by stock managers at storage sites, prepare and send monthly and quarterly reports, and send feedback to the field.

- At regional level: allow the Stock Information Unit to improve the analyses of the crisis response capacity intended for the RFSR Management Committee, and the RFSR operations manager as well as the various RAAF managers to ensure regular monitoring of field operations, have information and take real-time actions on the stock situation, ensure the validation of reports issued, send information to those responsible for stock management at national level.

These Terms of Reference define the specifications for the implementation of the monitoring system for the various categories of national and regional stocks as well as the roles and responsibilities of the stakeholders.

## 2. Objectives of the study

### 2.1. General objective

The main objective of the mission is to provide the region with a system to improve regional knowledge of stock levels and to ensure real-time monitoring and reporting of national public food security stocks and stocks of the Regional Food Security Reserve (RFSR) so as to improve decision support at all levels of stock management and optimize response capacities to food and nutrition crises.

### 2.2. Specific objectives

Specifically, this will involve:

- Having an overview of the information management systems on national stocks and sharing good practices;
- Discussing with the actors at both national and regional levels, to identify the various categories of stocks, the information needs, the nature of the information, the frequency of collection, the mode of processing and validation as well as the mode of dissemination of this information;
- Propose and have actors validate the architecture of the monitoring and reporting system to be developed for national stocks and the RFSR, as well as the roles and responsibilities of the various stakeholders in implementing the system;
- Set up the monitoring and reporting system for national stocks and those of the RFSR, in particular an electronic platform and produce user manuals;
- Produce the training modules and ensure the training of users at all levels on the use of the system;
- Support the deployment and ensure the maintenance of the device.

## 3. Expected results

Based on the defined objectives, the expected results are as follows:

### **R1. The national information management systems on public stocks are known and the best practices identified.**

It is a matter of having a mapping of the existing national systems and their characteristics and specificities.

### **R2. The information needs as well as the roles and responsibilities of the actors are defined through consultations at the two storage scales (national<sup>15</sup> - national societies and field sites-, and regional) in order to define the type of information, the mode and the process of dissemination of this information.**

The aim will be to discuss with the various stakeholders involved in public stock management at the three operational levels (sites, national companies, RFSR), to determine the type of information required at each level, and to define precisely the roles and responsibilities of each player in setting up and managing the system. It will also be a question of identifying the levels of production and validation of the different categories of information as well as the mode of circulation of information in the system.

### **R3. An architecture for the monitoring and reporting system for national stocks and the RFSR is proposed and validated by the actors.**

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<sup>15</sup> Note that in the case of Nigeria, public stocks are based partly on federal storage and on storage managed by the federated States

The algorithm for the IT solution to be put in place, identifying roles and responsibilities as well as the information dissemination system, will be proposed and validated by ECOWAS.

**R4. A short charter on the production and use of data is developed and submitted to the national stock information management systems.**

This charter sets out the principles, rules and procedures for the production, dissemination and use of data between the system's stakeholders.

**R5. The device is operational, the user manuals are produced and the training of the actors is ensured.**

Based on the validated architecture, the IT system will be developed and deployed at the 3 levels of use (regional, national and storage sites). System user manuals and training modules are produced for each user category, and user training is provided.

**R6. Support for the deployment of the device in the field is provided.** The firm will support users for getting started with the system and after-sales service in the event of any errors or difficulties encountered in its use for a period of 6 months.

#### 4. Main activities

The main activities expected to achieve the expected results are:

- The organization of a scoping meeting with the RAAF team to better understand the expectations vis-à-vis the system and the information needs;
- The documentary review to better understand the regional storage strategy, the categories and mode of management of national stocks, the functioning of the Regional Food Safety Reserve, the operational procedures of the RFSR, the process of managing the quality of food stocks, etc.
- Review of national stock information management systems: organization, roles of actors, operational procedures for production, transmission, control and validation, products (media, public or confidential nature of information);
- Data collection on information needs, the information flow process, and the roles and responsibilities of each category of player involved in the system's operation;
- The proposal of the architecture of the system and its validation by ECOWAS after taking into account the observations that may be issued;
- Development of the IT solution, carrying out various tests, correcting bugs and deploying the system at 3 levels of use (regional, national and local);
- Production of user manuals, training modules and user training at both regional and national levels;
- Monitoring and assisting users in using the system;
- System maintenance for a period of 6 months.

#### 5. Deliverables

The expected deliverables of the service include:

- a) A methodological note prior to the study launch meeting (one week after contract notification);
- b) An intermediary note including an inventory of national stock information management systems, the results of interviews with the various stakeholders, the type, format and frequency of information to be provided, the system's algorithm and the information production and dissemination circuit (Week 4 after start-up);
- c) A functional and operational computerized system for monitoring and reporting national and RFSR stocks, with user manuals for each category of user (Week 7 after start-up);
- d) Technical documentation describing the system architecture and the technologies used to facilitate system maintenance after the end of the contract (Week 7 after start-up);
- e) System source codes for maintenance and scalability (Week 7 after start-up);
- f) The design of a training plan including the production of user manuals, training modules and training reports for the various users categories of the system (Week 10 after start-up);
- g) A draft charter on the production and use of national and regional information (Week 11 after the start-up);

- h) A final report on the execution of the mission apart from the after-sales service period (Week 12 after start-up);
- i) A report on the completion of the after-sales service activities.

The deliverables must be available in French and English.

## **6. Work methodology, organization and timetable**

The proposed system should be based on existing processes in the field, with the aim of automating them and making relevant information available in real time to all categories of stock management stakeholders. As a result, the process of designing and operationalizing of the monitoring and reporting system for national stocks and those of the RFSR must be very participatory by relying essentially on the needs and ways of working of the actors at the three levels of deployment (regional, national and storage sites).

The consultant will have to make a special effort to bring up the information needs of the actors without making the daily work more laborious.

In terms of the technologies used to develop the IT solution, the consultant will be required to make preferential use of "open source" technologies and comply with the RAAF software development charter which favors Agile practices and the Scrum Framework.

RAAF IT department will need to be heavily involved in the system's design and development process, so as to be able to contribute to maintenance including system updates after acceptance.

The system will be put into pre-production and production following Agile best practices on RAAF hosting platform, consisting of a fleet of VPS available in the Cloud.

The source code of the device under development will also be hosted on RAAF Git platform for transparency, maintenance and intellectual property reasons.

The Firm will have to describe in its methodology the way it intends to ensure the transfer of the system to the RAAF / ECOWAS and to the national entities, the maintenance and the training of the actors concerned.

Estimated working time for key personnel is 60 H/D in total. This includes the submission of all deliverables, as well as technical support and after-sales service over a 6-month period.

The duration of the main service is three (3) months, except for after-sales service.

## **7. Documentation and facilitation of the assignment**

RAAF will provide the consultant with the following at the start of the assignment:

- the available documentation;
- contacts within national and regional institutions.

## **8. Profile, skills and experiences of the consultant/s and evaluation criteria**

The firm will have to combine skills in the following areas:

- Food and nutritional security and/or the storage of food products
- The design and implementation of information systems
- Training for users of these systems

As such, he must have at least three experiences in each of these fields within the last eight years.

The firm must be able to present at least three West African references at national or regional level in the aforementioned fields.

The firm will have to propose a team of two complementary consultants bringing together the following skills:

***For the senior consultant, team leader:***

Higher education (at least Master's degree) in development economics, agro-economics, institutional development or any other field related to the expertise required.

He should have at least three references in the field of food security and/or storage information systems, including monitoring-evaluation and reporting systems.

He must have the following skills and qualities:

- Knowledge of the regional information environment in the field of food security and storage (regional storage strategy and Regional Food Security Reserve) and knowledge of the actors in the sector;
- Capacity to diagnose and analyse the existing system (data collection on user needs, data analysis and processing), and ability to design the database architecture in relation to local institutional capacities.

The consultant will have to justify similar references in West Africa.

***For the technical expert:***

The technical expert will have to meet the requirements below:

A Bachelor's degree or more in computer science, digital communication, data management or another field related to the requested expertise. The technical expert must have at least three relevant experiences in the development of IT solutions accessible online on digital platforms.

The technical expert must have proven knowledge and skills in the following areas:

- Design of the computer system to be set up, giving priority to open source tools;
- Mastery of the Agile approach to project management and practice of the Scrum Framework;
- Deployment of the computerized device, development of technical supports (user training and system maintenance);

The consultant will have to justify similar references in West Africa.

Experts must have the ability to work in French and English.



## **PART II**





## SECTION VIII: CONTRACT CONDITIONS AND FORMS

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## I – Contract model

THIS CONTRACT ("the Contract") is concluded on ..... by and between on the one hand; the ECOWAS Commission through the Regional Agency for Agriculture and Food, having its head office at: **4 & 5 floors of the CRBC building, place de la reconciliation, quartier Atchanté, Cité OUA, 01 BP 4817 Lomé 01 Togo, Email: [araa@araa.org](mailto:araa@araa.org), phone: +228 22 21 40 03**; represented by the **Vice-President of the ECOWAS Commission, Ms Damtien L. Tchintchibidja**; hereinafter designated as "**the Client**";

**AND**

**xxxxx**, domiciled at **xxxx - xxx - Tel : xxxxxx; E-mail: [xxxxxx](#)**; hereinafter referred to as "**the Consultant**"; on the other hand.

WHEREAS:

1. The Client has asked the Consultant to provide certain services defined in the Terms of Reference listed in **Appendix A** to the Contract (hereinafter entitled the "**Services**");
2. The Consultant, having demonstrated to the Client that he has the required professional capacity, expertise and technical resources, has agreed to perform the Services in accordance with the terms and conditions set out in the Contract;
3. The Client has received funding from Agence Française de Développement (hereinafter referred to as "**AFD**") in order to contribute to the funding of the cost of the Services and proposes to use part of this funding to settle the payments authorized under the Contract, it being understood (i) that the payments made by AFD will only be made at the request of the Client and on approval of AFD, (ii) that these payments will be subject in all respects to the terms and conditions of the funding agreement between the Client and AFD, and (iii) that no party other than the Client can claim any of the rights stipulated in the funding agreement or pretend to hold a claim on the funding.

ACCORDINGLY, the Parties have agreed as follows:

1. The following attached documents are considered an integral part of the Contract:
  - a) The General Conditions of the Contract, including Appendix 1 (AFD Rules - Fraud and corruption - Environmental and social responsibility) and Appendix 2 (Eligibility Criteria).
  - b) The Special Conditions of the Contract.
  - c) Appendices:
    - Appendix A: Terms of Reference;
    - Appendix B: Technical proposal of the Consultant (including the signed Declaration of Integrity);
    - Appendix C: Contract Price; and
    - Appendix D: Advance Refund Guarantee Form.

In the event of any difference between the above documents, the following order of priority shall prevail for their interpretation: the Special Conditions of Contract, the General Conditions of Contract, including Appendix 1, Appendix 2, Appendix A, Appendix B, Appendix C. Any reference to the said Contract shall be understood to include, unless the context does not allow it, the reference to the Appendices.

2. The respective rights and obligations of the Client and the Consultant are those contained in the Contract, in particular:

- a) The Consultant shall provide the Services in accordance with the terms of the Contract; and
- b) The Client shall pay the Consultant in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties to the Contract have signed the-contract in their respective names on the day and the year -written above:

**FOR THE CONSULTANT**

**xxx, the.....**

**FOR THE CLIENT**

**Abuja, the .....**

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**M. xxxxxxxxxxxx**

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**Ms Damtien L. Tchintchibidja Vice-  
President of the ECOWAS  
Commission**

## II - General conditions of the contract

### A. General Provisions

<p><b>1 Definitions</b></p>	<p>1.1 Unless the context requires otherwise, each time they are used in this contract, the following terms have the following meanings:</p> <ul style="list-style-type: none"> <li>a) <b>"AFD"</b> refers to Agence Française de Développement (AFD).</li> <li>b) <b>"Other staff"</b> refers to one or more professionals provided by the Consultant or a Subcontractor, assigned to perform the Services in whole or in part under the Contract.</li> <li>c) <b>"Customer"</b> refers to the executing agency with which the selected Consultant signs the Contract for the provision of Services.</li> <li>d) <b>"GCC"</b> refers to the General Conditions of the Contract.</li> <li>e) <b>"SCC"</b> refers to the Special Conditions of the Contract, which make it possible to modify or supplement the GCC.</li> <li>f) <b>"Consultant"</b> refers to any public or private entity that provides the services to the Client under the Contract.</li> <li>g) <b>"Contract"</b> refers to this Contract signed by the Parties as well as all the attached documents stipulated in Article 1 of the Contract Model, namely the General Conditions of the Contract (<b>GCC</b>), the Special Conditions (<b>SCC</b>) and the Appendices.</li> <li>h) <b>"Effective date"</b> refers to the date on which the Contract will enter into force, in accordance with Article 11 of the GCC.</li> <li>i) <b>"Applicable law"</b> refers to the laws and regulations applicable in the Client's country or in any other country indicated in the <b>Special Conditions of the Contract (SCC)</b>.</li> <li>j) <b>"Group"</b> refers to a formal or informal association having, or not, a legal personality distinct from that of the constituent members, more than one Consultant, in which one of the members, called the agent, represents all the members of the Group, and who is jointly and severally liable to the Client for the execution of the Contract.</li> <li>k) <b>"Day"</b> refers to a calendar day unless otherwise specified.</li> <li>l) <b>"Foreign currency"</b> refers to any currency other than that of the Client's country.</li> <li>m) <b>"National currency"</b> refers to the currency of the Client's country.</li> <li>n) <b>"Party"</b> refers to the Client or the Consultant, as the case may be; and, <b>"Parties"</b> refers to the Client and the Consultant.</li> <li>o) <b>"Staff"</b> collectively refers to the Key Personnel, the Other personnel of the Consultant, Subcontractors or members of the Group, assigned by the Consultant to perform the Services or part of them under the Contract.</li> <li>p) <b>"Key personnel"</b> refers to one or more experts provided by the Consultant, whose professional qualifications, know-how, knowledge and experience are essential to the performance of the Services under the Contract, and whose CVs are taken into account for the technical evaluation of the Consultant's Proposal.</li> <li>q) <b>"Services"</b> refers to the work to be performed by the Consultant under the Contract, described in the <b>Appendices A and B</b> of the Contract.</li> </ul>
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	r) <b>"Subcontractor"</b> refers to any natural or legal person with whom the Consultant enters into a subcontracting agreement for part of the Services, the Consultant retaining full responsibility for the execution of the Contract.
<b>2 Relations between the Parties</b>	2.1 Nothing contained in the Contract shall be interpreted as creating a relationship of principal to agent, or establishing a subordinate relationship of employee to employer between the Client and the Consultant. Within the framework of the Contract, the Personnel performing the Services are totally dependent on the Consultant and the Subcontractor, if any, who are fully responsible for the Services performed by them or on their behalf.
<b>3 Law applicable to the Contract</b>	3.1 The Contract, its meaning, its interpretation, and the relations established between the Parties will be governed by Applicable Law.
<b>4 Language</b>	4.1 The Contract has been drawn up in the language indicated in the <b>SCC</b> , which will be the authoritative language for all issues relating to the meaning or interpretation of the Contract.
<b>5 Titles</b>	5.1 The titles shall not limit, modify or affect in any way the meaning of the Contract.
<b>6 Notifications</b>	<p>6.1 Any notification necessary or permitted under the Contract must be in written form, in the language indicated in Article 4 of the GCC. Such notification, request or approval will be considered to have been made when it has been transmitted in person to an authorized representative of the Party to whom such communication is addressed, or when it has been sent to that Party at the address indicated in the <b>SCC</b>.</p> <p>6.2 A Party may change its address for the purpose of notification by giving the other party written notification sent to the address indicated in the <b>SCC</b>.</p>
<b>7 Places</b>	7.1 The Services are performed at the places indicated in the attached Appendix A and, when the location of a particular task is not specified, at places that the Client will approve, in his country or abroad.
<b>8 Authority of the representative</b>	8.1 If the Consultant is constituted by a Group of more than one entity, the members hereby authorize the representative entity indicated in the <b>SCC</b> to exercise on their behalf all rights, and fulfill all obligations to the Client under the Contract and to receive, in particular, instructions and payments made by the Client.
<b>9 Authorized representatives</b>	9.1 Any action that can or must be carried out, and any document that can or must be drawn up under the Contract by the Client or by the Consultant, may be done by the representatives designated in the <b>SCC</b> .
<b>10 Fraud and corruption, environmental and social responsibility</b>	10.1 AFD requires compliance with its rules concerning fraud and corruption, and environmental and social responsibility as described in the <b>Appendix 1</b> of the GCC.

## B. Commencement, Completion, Amendment and Termination of the Contract

<b>11 Entry into force of the Contract</b>	11.1 The Contract will enter into force on the date ("Effective Date") of the notification made by the Client to the Consultant to begin providing the Services. This notification will confirm that the conditions of entry into force of the Contract, if any, listed in the <b>SCC</b> have been fulfilled.
<b>12 Termination of the Contract for failure to enter into force</b>	12.1 If the Contract has not entered into force within the deadlines indicated in the <b>SCC</b> from the date of the Contract signed by the Parties, each of the Parties may, at least twenty-two (22) days after written notice addressed to the other Party, declare the Contract null and void, in which case neither Party shall have any claim under this Contract against the other Party.
<b>13 Commencement of Services</b>	13.1 The Consultant will confirm the availability of Key Personnel and begin the execution of the Services no later than the Effective Date indicated in the <b>SCC</b> .
<b>14 Completion of the Contract</b>	14.1 Unless it has been terminated previously in accordance with the provisions of Article 19 below, the Contract will terminate at the end of the period indicated in the <b>SCC</b> .
<b>15 Contract as a whole</b>	15.1 The Contract contains all the provisions and commitments agreed between the Parties. No agent or representative of either Party has the authority to make any declaration, commitment, promise, or agreement that is not contained in the Contract; the Parties cannot be bound by, nor held responsible for, such commitments, declarations, promises or agreements.
<b>16 Endorsements</b>	<p>16.1 No amendment to the terms and conditions of the Contract, including changes to the scope of Services, may be implemented without written agreement between the Parties. However, each Party will duly evaluate any modification or change proposal submitted by the other Party.</p> <p>16.2 The Parties acknowledge that AFD's prior written consent is required in the event of any major modification to the Contract.</p>
<b>17 Force Majeure</b>	<p>17.1 <u>Definitions:</u></p> <p>17.1.1 For the purposes of the Contract, "<b>Force Majeure</b>" refers to any event beyond the control of a Party, which is not foreseeable, which is inevitable and which makes it impossible for a Party to perform its obligations, or which makes this performance so difficult that it can be considered impossible under such circumstances; cases of Force Majeure include, but are not limited to: wars, riots, civil unrest, earthquakes, fires, explosions, storms, floods or other natural disasters, confiscations, or Acts of terrorism.</p> <p>17.1.2 The following do not constitute cases of Force Majeure: (i) events resulting from negligence or deliberate action by one of the Parties, one of its Personnel or one of its Subcontractors, agents or employees; (ii) events that a Party acting with diligence would have been likely to take into account at the time of conclusion of the Contract and to</p>

	<p>avoid or overcome in the performance of its contractual obligations.</p> <p>17.1.3 Insufficient funds and non-payment do not constitute cases of Force Majeure.</p> <p>17.2 <u>Non-breach of Contract:</u></p> <p>The failure of either Party to perform any of its contractual obligations shall not constitute a breach of the Contract, or a breach of its contractual obligations, if such failure results from an event of Force Majeure, insofar as the Party placed in such a situation has taken all reasonable precautions and measures to enable it to fulfil the terms and conditions of the Contract.</p> <p>17.3 <u>Arrangements to be made:</u></p> <p>17.3.1 A Party facing an event of Force Majeure shall continue to perform, to the fullest extent possible, its obligations under the Contract and shall take all reasonable steps to minimize the consequences of any event of Force Majeure.</p> <p>17.3.2 A Party affected by an event of Force Majeure must notify the other Party as soon as possible and in any event no later than fourteen (14) days after the occurrence of the event; provide proof of the existence and cause of this event; and in the same way notify as soon as possible the return to normal conditions.</p> <p>17.3.3 Any period granted to a Party for the performance of its contractual obligations shall be extended by a period equal to the period during which such Party has been unable to perform its obligations as a result of Force Majeure.</p> <p>17.3.4 During the period in which it is unable to perform the Services as a result of Force Majeure, the Consultant, upon instructions from the Customer, shall:</p> <ol style="list-style-type: none"> <li>cease its activities and demobilize, in which case it will be reimbursed for reasonable and necessary costs incurred and those relating to the resumption of Services if required by the Customer, or</li> <li>continue to perform the Services as far as possible, in which case the Consultant shall continue to be remunerated in accordance with the terms of the Contract; he shall also be reimbursed within reasonable limits for necessary expenses incurred.</li> </ol> <p>17.3.5 In the event of disagreement between the Parties as to the existence or severity of an event of Force Majeure, the dispute will be settled in accordance with the provisions of Articles 48 and 49 of the GCC.</p>
<b>18 Suspension</b>	<p>18.1 The Client may stop all payments to the Consultant by sending a letter of notice of suspension if the Consultant fails to fulfill its contractual obligations, including the provision of the Services. This letter of notice of suspension shall (i) specify the nature of the breach and (ii) request the Consultant to explain the reason for the breach and to seek to remedy it within a period not exceeding thirty (30) days after receipt of the notice of suspension by the Consultant.</p>

**19 Termination**

The Contract can be terminated by any of the parties under the following conditions:

**19.1 By the Client:**

19.1.1 The Client has the right to terminate the Contract following any of the events indicated in paragraphs (a) to (f) of this Article. In such a case, the Client will provide a written notification of a minimum period of thirty (30) days to the Consultant in the case of the events referred to in (a) to (d), sixty (60) days in the case of the events referred to in (e) and five (5) days in the case of the events referred to in (f):

- a) If the Consultant does not remedy a breach of his contractual obligations, following a notification of suspension in accordance with the provisions of Article 18 above;
- b) If the Consultant (or, if the Consultant is constituted as a Group, one of its members) becomes bankrupt or enters into receivership, liquidation or compulsory administration, whether voluntarily or involuntarily;
- c) If the Consultant does not comply with the final decision taken following an arbitration procedure initiated in accordance with the provisions of Article 49.1 below;
- d) If, after an event of Force Majeure, the Consultant is unable to perform a substantial part of the Services for a period exceeding sixty (60) days;
- e) If the Client, on his own initiative and for any reason whatsoever, decides to terminate the Contract;
- f) If the Consultant fails to confirm the availability of Key Personnel.

19.1.2 In addition, if the Client finds that the Consultant has engaged in corrupt or fraudulent practices in obtaining or performing the Contract, the Client has the right to terminate the Contract after fourteen (14) days written notice to the Consultant.

**19.2 By the Consultant:**

The Consultant has the right to terminate the Contract by written notice within a period of not less than thirty (30) days following the occurrence of any of the events described in paragraphs (a) to (d) below:

- a) if the Client does not pay, within forty-five (45) days of receipt of the Consultant's written notice of a late payment, the amounts due to the Consultant, in accordance with the provisions of the Contract, and not subject to dispute in accordance with the provisions of Article 49.1 below;
- b) if, following an event of Force Majeure, the Consultant is unable to perform a substantial part of the Services for a period of at least sixty (60) days;
- c) if the Client does not comply with the final decision taken following an arbitration procedure conducted in accordance with the provisions of Article 49.1 herein-after; or
- d) if the Client has breached its contractual obligations and has not remedied such breach within forty-five (45) days (or such



additional period as the Consultant may have agreed in writing) after receipt of the Consultant's notification of such breach.

19.3 Termination of rights and obligations:

All contractual rights and obligations of the Parties shall cease upon termination of the Contract in accordance with the provisions of Articles 12 or 19 of the GCC, or upon completion of the Contract in accordance with the provisions of Article 14 of the GCC, with the exception of (i) such rights and obligations as may remain at the date of termination or completion of the Contract, (ii) the reserve obligation defined in Article 22 hereinafter, (iii) the Consultant's obligation to allow inspection, copying and auditing of accounts and records in accordance with Article 25 hereinafter, and (iv) any rights that a Party may retain in accordance with the provisions of Applicable Law.

19.4 Termination of Services:

Upon termination of the Contract by notification from one of the Parties to the other in accordance with the provisions of Articles 19.1 or 19.2 above-, the Consultant must, as soon as this notification is sent or received, take measures to best conclude the Services and try to limit the corresponding expenses as far as possible. With regard to the documents prepared by the Consultant, and the equipment and other contributions from the Client, the Consultant will proceed as indicated in Articles 27 and 28 below.

19.5 Payment following termination:

After the termination of the Contract, the Client will pay the Consultant the following amounts:

- a) remuneration due in accordance with the provisions of Article 42 below in respect of Services satisfactorily performed up to the Termination Date; other expenses and, in the case of Unit Price Contracts (time spent), reimbursables, in accordance with the provisions of Article 42 in respect of expenses actually incurred prior to the termination effective date; and
- b) in the cases of termination defined in paragraphs (d) to (e) of Article 19.1.1 above, the reimbursement within a reasonable limit of the expenses resulting from the prompt and orderly conclusion of the Contract, as well as the expenses of repatriation of the Consultant's staff.

## C. Obligations of the Consultant

### 20 General provisions

#### 20.1 Realization standards:

20.1.1 The Consultant will perform the Services and fulfil his obligations diligently, efficiently and economically in accordance with the good engineering practice; practice sound management; use appropriate state-of-the-art techniques and safe and efficient equipment, machines, materials and processes. As part of the execution of the Contract or the Services, the Consultant will always behave as a loyal advisor to the Client, and will defend the legitimate interests of the Client in all circumstances in his relations with third parties.

	<p>20.1.2 The Consultant will employ and provide the Staff and its Subcontractors, having the necessary qualifications and experience for the realization of the Services.</p> <p>20.1.3 The Consultant may subcontract part of the Services under the express condition that the Key Personnel and its Subcontractors have been approved by the Client in advance. Regardless of such approval, the Consultant remains fully responsible for the performance of the Services. The Consultant cannot subcontract all the Services.</p> <p>20.2 <u>Applicable law to the Services:</u></p> <p>20.2.1 The Consultant shall perform the Services in accordance with Applicable Law and shall take all measures to ensure that its Subcontractors and the Consultant's Staff comply with this Applicable Law.</p> <p>20.2.2 During the execution of the Contract, the Consultant will comply with the regulatory prohibitions on the import of goods and services into the Client's country.</p> <p>20.2.3 The Client will inform the Consultant in writing of the local customs to be observed.</p>
<p><b>21 Conflicts of interest</b></p>	<p>21.1 The Consultant will above all defend the interests of the Client without taking into account the possibility of a future assignment and will strictly avoid any conflict of interests with other assignments or with the interests of his own company.</p> <p>21.2 <u>Commissions, discounts, etc. :</u></p> <p>21.2.1 The Consultant's remuneration, which will be paid in accordance with the provisions of Articles 41 to 46 of the GCC, will constitute the only remuneration paid under the Contract and, subject to the provisions of Article 21.3 below, the Consultant will not accept for him-self no commercial commission, discount or other payment of this type related to the activities carried out under the Contract or in the performance of its contractual obligations, and will endeavour to ensure that its Personnel and its agents, as well as its Subcontractors and their agents, do not receive additional remuneration of this nature.</p> <p>21.2.2 If, as part of the performance of his Services, the Consultant is responsible for advising the Client on the purchase of supplies, equipment, works, intellectual services (consultants) or other services, he will comply with the rules on the procurement of the Client and will exercise his responsibilities in all circumstances so as to protect the best interests of the Client. Any discount or commission obtained by the Consultant in the exercise of his responsibilities in the field of procurement will be credited to the Client.</p> <p>21.3 <u>Non-participation of the Consultant and its affiliates in certain activities:</u></p> <p>Unless otherwise stated in the <b>SCC</b>, a company that has been hired by the Client to carry out work or provide goods, equipment or services (other than consulting services) for a project, and all companies affiliated with it, will not be able to provide consulting services relating to these goods, equipment, works or services.</p>

	<p>21.4 <u>Prohibition of incompatible activities:</u></p> <p>The Consultant, and under its responsibility its Subcontractors and their staff, must not engage, directly or indirectly, in commercial or professional activities that could be incompatible with the activities entrusted to them under the Contract.</p> <p>21.5 <u>Obligation to report conflicting activities:</u></p> <p>The Consultant, and under its responsibility its Staff and Subcontractors, have the obligation to report to the Client any real or potential conflict situation that has an impact on their ability to serve the best interests of the Client, or which could be perceived as such. Any failure to report such a situation may lead to the termination of the Contract.</p>
<b>22 Reservation obligation</b>	<p>22.1 The Consultant and its Staff undertake not to disclose confidential information relating to the Services or the recommendations formulated during the execution of the Services or resulting from them without prior written authorization from the Client.</p>
<b>23 Responsibility of the Consultant</b>	<p>23.1 Subject to such additional provisions as may be contained in the <b>SCC</b>, the Consultant's responsibilities under the Contract are those provided for by Applicable Law.</p>
<b>24 Consultant's insurance</b>	<p>24.1 The Consultant will (i) take and maintain, and arrange for its Subcontractors to take and maintain at its own expense (or at the Subcontractors' expense, if applicable), but in accordance with the terms and conditions approved by the Client, insurance covering the risks and for the amounts indicated in the <b>SCC</b>, and (ii) at the request of the Client, will provide it with proof that this insurance has been taken and maintained and that the premiums have been paid. The Consultant shall take out such insurance prior to the commencement of the Services as indicated in Article 13 above.</p>
<b>25 Accounting, inspection and audit</b>	<p>25.1 The Consultant will keep the accounting and documentation relating to the Services up-to-date and systematically, according to generally accepted accounting principles, and in a sufficiently detailed form to allow all expenses and costs to be clearly identified, and the basis on which they have been calculated; he will ensure that his subcontractors act in the same way.</p> <p>25.2 The Consultant will authorize the periodic inspection by AFD or by its representatives of the project site and the examination of the accounting and documentation relating to the Services and the submission of the Proposal relating to audit Services, and will grant the possibility to the auditors designated by AFD to verify said accounting and said documents, if AFD requests it. The Consultant's attention is drawn to Article 10 above which stipulates, among other things, that hindering the exercise by AFD of its right of examination and verification as provided for in this Article constitutes a prohibited practice that may lead to the termination of the Contract.</p>
<b>26 Reporting obligations</b>	<p>26.1 The Consultant will provide the Client with the reports and documents indicated in <b>Appendix A</b> attached, in the form, deadlines and according to the quantities indicated in this Appendix.</p>

27 Ownership of the documents prepared by the Consultant	<p>27.1 Except as otherwise provided in the <b>SCC</b>, all reports and information relating to the Services, maps, plans, drawings, specifications, databases, other documents and software, and all materials collected or prepared by the Consultant on behalf of the Client under the Contract will be confidential and will become and remain the property of the Client. The Consultant will hand them over to the Client before the termination or completion of the Contract, with the corresponding detailed inventory. The Consultant may keep a copy of the documents and software, but he may not use them for reasons unrelated to the Contract without having obtained the prior written consent of the Client.</p> <p>27.2 If the Consultant must enter into a patent agreement with third parties for the design of these plans, drawings, specifications, databases, other documents and software, he must obtain the prior written approval of the Client who will have the right, at his discretion, to request to recover the cost of expenses incurred for the development of the programs concerned. Any other restrictions that may concern the use of these documents and software at a later date will, if necessary, be indicated in the <b>CPC</b>.</p>
28 Equipment, vehicles and supplies	<p>28.1 The equipment, vehicles and supplies made available to the Consultant by the Client or purchased in whole or in part thanks to funds provided by the Client, will be the property of the Client and will be marked accordingly. Upon termination of the contract or upon its completion, the Consultant will provide the Client with an inventory of such equipment, vehicles and supplies and will handle them in accordance with the Client's instructions. The Consultant, unless otherwise instructed in writing by the Client, will take out insurance for equipment, vehicles and supplies which will remain valid as long as these goods remain in his possession, at the Client's expense and for an amount equal to their replacement value.</p> <p>28.2 The equipment and supplies imported by the Consultant and his Staff into the Client's country and used either for the purposes of the assignment or for personal use will remain the property of the Consultant or his Staff, as the case may be.</p>

## D. Consultant Staff and Subcontractors

29 Description of the Key-personnel	<p>29.1 The titles, job descriptions, minimum qualifications and the estimated duration of commitment necessary to perform the Services for the key members of the Consultant's Key personnel are described in <b>Appendix B</b>.</p> <p>29.2 In the event of a Unit Price Contract (time-based) and if necessary to comply with the provisions of Article 20. 1 of the GCC, the Consultant may adjust the estimated duration of engagement of the Key Personnel indicated in <b>Appendix B</b>, by written notification to the Client, provided that (i) such adjustments do not modify the estimated duration of engagement of any of the individual experts by more than 10%, or by more than one week, whichever is the longer, and (ii) the total of such adjustments do not exceed the limits set forth in Article 41.1 of the GCC.</p> <p>29.3 In the event of a unit-price Contract (time-based) and if additional tasks are requested beyond the Services defined in <b>Appendix A</b>, the</p>
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	estimated duration of commitment of the Key Personnel may be extended by written agreement between the Client and the Consultant. If this extension exceeds the limits set in Article 41.1 of the GCC, the Parties will sign an amendment to the Contract.
<b>30 Replacement of Key-personnel</b>	<p>30.1 Unless the Client agrees in writing, no changes will be made to the Key Personnel.</p> <p>30.2 Notwithstanding the foregoing, the replacement of Key Personnel during the execution of the Contract may only be considered after a written request made by the Consultant and for reasons beyond the control of the Consultant, in particular death or incapacity for medical reasons. In such a case, for the purpose of replacement, the Consultant will provide a person of equal or higher qualification, at the same rate of remuneration.</p>
<b>31 Approval for additional key personnel</b>	<p>31.1 If, during the execution of the Contract, it becomes necessary to mobilize additional Key Personnel for the performance of the Services, the Consultant shall submit his/her curriculum vitae for review and approval by the Client. If the Client does not make a reasoned objection in writing within twenty-two (22) days from the date on which it has received the curriculum vitae, this Key Personnel will be considered approved by the Client.</p> <p>31.2 In the event of a unit-price Contract (time-based), the rate of remuneration applicable to additional Key personnel will be based on the rates of other Key personnel who have the same level of qualification and experience.</p>
<b>32 Withdrawal of Personnel or Subcontractors</b>	<p>32.1 If the Client discovers that any Staff member or Sub-contractor has been guilty of a serious breach of duty or is being prosecuted for a felony or misdemeanor, or if the Client finds that any Staff member or Subcontractor has engaged in bribery or fraudulent practices in the performance of the Services, the Consultant shall immediately provide for his replacement upon written request by the Client.</p> <p>32.2 If, in the Client's opinion, any member of the Staff or Sub-contractor lacks the necessary competence or proves incapable of fulfilling his/her duties, it has the right to request his replacement, specifying the reasons.</p> <p>32.3 Any replacement of Personnel or Subcontractor must be carried out by a replacement whose qualifications and experience are at least equivalent to those of the replaced Personnel, and must be acceptable to the Client.</p>
<b>33 Replacement or withdrawal of Staff - consequences on payments</b>	<p>33.1 In the event of a unit-price Contract (time-based), unless the Client has agreed otherwise, (i) the Consultant will bear all additional travel and other costs resulting from the withdrawal and / or replacement, and (ii) the remuneration paid for each replacement Staff member will not exceed the remuneration that would have been paid to the Staff member who has been replaced.</p> <p>33.2 In the event of a fixed-price Contract, the Consultant will bear all travel costs and other expenses resulting from the withdrawal and / or replacement of Key Personnel.</p>
<b>34 Working hours, overtime, holidays,</b>	34.1 The working hours and public holidays applicable to the Staff are indicated in <b>Appendix A</b> . To take into account the travel times to or from the Client's country, the Staff who will perform the Services in

etc. (Time-based contract only)	<p>the Client's country will be deemed to have started (or completed) the Services the number of days before their arrival or after their departure from the Client's country indicated in <b>Appendix A</b>.</p> <p>34.2 The Staff will not have the right to be paid overtime, nor to benefit from sick leave or vacation, except in the cases defined in <b>Appendix A</b>; the Consultant's remuneration will be deemed to cover these hours, sick leave or holidays.</p> <p>34.3 Staff leave will be subject to prior approval by the Consultant, who will ensure that absences for leave do not delay the progress and monitoring of the Services.</p>
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## E. Obligations of the Client

<b>35 Assistance and exemptions</b>	<p>35.1 Unless otherwise specified in the SCC, the client shall make its best efforts to:</p> <ul style="list-style-type: none"> <li>a) assist the Consultant in obtaining work permits and other documents required for the performance of the Services;</li> <li>b) assist the Consultant to quickly obtain for his Staff and, if necessary, their families, entry and exit visas, residence permits, and all other documents required for their stay in the Client's country during the execution of the Services;</li> <li>c) facilitate the customs clearance of goods necessary for the performance of Services and personal belongings of Staff and their families;</li> <li>d) give agents and official representatives of the State the instructions and information necessary for the rapid and efficient execution of the Services;</li> <li>e) assist the Consultant, its Subcontractors and their Staff to obtain, in accordance with the provisions of Applicable Law, an exemption from any registration obligation, or any authorization to practice their profession in a company or individually in the Client's country;</li> <li>f) assist the Consultant, its Subcontractors and their Staff, in accordance with the provisions of Applicable Law, to obtain authorizations to import into the Client's country reasonable amounts in foreign currency for the performance of the Services and the personal needs of the Staff, and to re-export the amounts in foreign currency that have been paid to the Staff for the performance of the Services; and</li> <li>g) provide the Consultant with any other assistance specified in the <b>SCC</b>.</li> </ul>
<b>36 Access to the Project website</b>	<p>36.1 The Client guarantees the Consultant free and unrestricted access to the sites whose access is necessary for the execution of the Services. The Client shall be liable for any damages to the Consultant, its Sub-contractors and its Personnel that may result from their presence on such sites, unless such damages are the consequence of a breach or negligence of the Consultant, its Subcontractors or their Personnel.</p>
<b>37 Amendment of the applicable law concerning taxes and duties</b>	<p>37.1 If, after the date of signature of the Contract, the Law applicable to taxes and duties in the Client's country is modified, resulting in an increase or decrease in the costs to be borne by the Consultant for the performance of the Services, the remuneration and other expenses payable to the Consultant shall be deemed to increase or decrease</p>

	accordingly, and the maximum amounts set forth in Article 41.1 of the GCC shall be adjusted accordingly.
<b>38 Client's services, facilities and properties</b>	<p>38.1 The Client shall make available free of charge to the Consultant and the Personnel, for the purpose of performing the Services, the services, facilities and equipment set forth in <b>Appendix A</b> on the dates and in accordance with the terms and conditions set forth in said Appendix.</p> <p>38.2 If such services, facilities and equipment cannot be made available to the Consultant on the dates and in accordance with the terms and conditions set forth in <b>Appendix A</b>, the Parties shall agree on (i) the additional period of time granted to the Consultant for the performance of the Services, (ii) the terms and conditions under which the Consultant shall obtain such services, facilities and equipment, and (iii) the additional payments that may be made to the Consultant in accordance with the provisions of Article 41 of the GCC.</p>
<b>39 Counterpart staff</b>	<p>39.1 The Client shall make available to the Consultant, free of charge, counterpart managerial and support staff, to be selected by the Client with the advice of the Consultant, if so stipulated in <b>Appendix A</b>.</p> <p>39.2 If the Client does not provide the Consultant with counterpart personnel at the times and in the manner set forth in <b>Appendix A</b>, the Client shall agree with the Consultant (i) the manner in which the Services affected by such change shall be performed, (ii) the additional payments, if any, to be made by the Client to the Consultant as such in accordance with the provisions of Article 41 of the GCC.</p> <p>39.3 The counterpart, executive and support staff, excluding the Client's liaison staff, will work under the exclusive leadership of the Consultant. If a member of the counterpart staff does not satisfactorily perform the tasks assigned to him by the Consultant within the framework of the position assigned to him, the Consultant may request that he be replaced; the Client may not refuse, unless there is a serious reason, to comply with the Consultant's request.</p>
<b>40 Payments</b>	<p>40.1 The Client will make payments to the Consultant for the Services rendered under the Contract, in accordance with the provisions of Chapter F below.</p>

## F. Payments to the Consultant

<b>41 Ceiling amount (time-based) and Contract price (flat-rate)</b>	<p>41.1 In the event of a unit price Contract (time-based), an estimate of the cost of the Services is given in <b>Appendix C</b> (Contract Price). The payments made under the Contract will not exceed the ceilings in foreign currency and in national currency specified in the <b>SCC</b>. If payments exceeding the ceilings must be paid to the Consultant, an amendment to the Contract must be signed by the Parties, referring to the provision that allows such an amendment.</p> <p>41.2 In the event of a global and fixed-price Contract, the Contract price is fixed and indicated in the <b>SCC</b>. The decomposition of the Contract price is provided to <b>Appendix C</b>. No modification to the Contract price can be made without the agreement of both Parties for the purpose of revising the scope of Services according to Article 16 of the GCC, and amending in writing the Terms of Reference in <b>Appendix A</b>.</p>
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<b>42 Remuneration and reimbursable expenses (Time-based contract only)</b>	<p>42.1 The Client shall pay to the Consultant (i) the remuneration determined on the basis of the time actually spent by each member of the Staff in the performance of the Services after the date of commencement of the Services or such other date as the Parties may agree in writing, and (ii) other expenses including reimbursable expenses actually incurred by the Consultant in the performance of the Services.</p> <p>42.2 Payments will be determined by applying the rates provided for in <b>Appendix C</b>.</p> <p>42.3 Unless the <b>SCC</b> provide for the review of the remuneration prices, these prices will be fixed during the term of the Contract.</p> <p>42.4 The remuneration includes: (i) the salaries and allowances that the Consultant will have agreed to pay to the Staff as well as the social charges and general expenses (bonuses and other profit-sharing arrangements are not allowed in the calculation of general expenses), (ii) the cost of the headquarters staff offering technical support, but who are not on the list of the Staff in <b>Appendix B</b>, (iii) the Consultant's profit margin and (iv) any other costs unless otherwise stipulated in the <b>SCC</b>.</p>
<b>43 Taxes and duties</b>	<p>43.1 Unless otherwise specified in the <b>SCC</b>, the Consultant, the Sub-contractors and Staff will pay taxes, levies, duties, and other charges imposed under the Contract.</p> <p>43.2 By way of exception to the foregoing, and as indicated in <b>SCC</b>, all indirect taxes identified as such during the Contract negotiations will be refunded to the Consultant or will be paid by the Client on behalf of the Consultant.</p>
<b>44 Payment currency</b>	<p>44.1 Payments under the Contract will be made in the currency(ies) indicated in the Contract.</p>
<b>45 Invoicing and payment methods</b>	<p>45.1 Invoicing and payments for the Services will be made as follows:</p> <ul style="list-style-type: none"> <li>a) <u>Advance</u>: The Client will pay the Consultant an advance for the amount and within the period indicated in the <b>SCC</b>. Unless otherwise stated in the <b>SCC</b>, this advance will be paid after submission by the Consultant of a bank guarantee issued in favour of the Client with a bank accepted by the Client, for an amount (or amounts) in the currency(ies) specified in the <b>SCC</b>; this guarantee must (i) remain valid until the advance has been fully refunded, and (ii) be in the form defined in <b>Annex D</b> or in any other form that the Client has approved in writing. The advance will be recovered by the Client according to the terms specified in the <b>SCC</b> until it has been fully refunded.</li> <li>b) <u>Statements (unit price-time-based)</u>: As soon as possible and at the latest within fifteen (15) days following the end of the calendar month during the period of the Services, or after the end of each period of time specified in the <b>SCC</b>, the Consultant shall submit to the Client, in duplicate, detailed statements accompanied by copies of invoices, slips and other appropriate supporting documents of the amounts to be paid in accordance with Articles 44 and 45 for the months or any other periods indicated in the <b>SCC</b>. Separate statements will be drawn up for expenses payable in foreign currency and in local currency. Each statement will indicate separately the part of the expenses that corresponds to the remuneration and that which corresponds to</li> </ul>



	<p>the other expenses (including reimbursables). The Client shall make payment of the amounts corresponding to the Consultant's monthly statements within sixty (60) days of receipt of such statements and the corresponding supporting documents. Only the payment of the part of the statement that is not properly justified may be deferred. If any payments made do not correspond to authorized expenses, the Client may make the adjustment during the following payments.</p> <p>c) <u>Progressive flat-rate payments</u>: The Client will pay the Consultant within sixty (60) days of receipt by the Client of the deliverable(s) and the corresponding invoice for the corresponding flat-rate amount, as specified in the <b>SCC</b>. Payment will not be made if the Client does not approve the deliverable(s), in which case the Client will send his comments to the Consultant within the same sixty (60) day period. The Consultant will quickly make the necessary corrections, then the process- above will be reiterated.</p> <p>d) <u>Final payment</u>: the last payment made under this Article can only be paid after delivery by the Consultant and approval by the Client of the report entitled "Final Report" and the statement entitled "final statement". The Services will be considered completed and accepted by the Client, and the final report as well as the final statement approved by the Client within ninety (90) days of receipt by the Client, unless the latter, within the same period of ninety (90) days, notifies the Consultant in writing of the deficiencies and inaccuracies that it has identified in the performance of the Services, in the final report or in the final settlement. The Consultant will immediately make the necessary changes and corrections and the same procedure will be repeated. Any amount paid or caused to be paid by the Client pursuant to the provisions of this Article in excess of the amounts actually payable pursuant to the provisions of the Contract shall be reimbursed to the Client by the Consultant within thirty (30) days of notification thereof. Such a request for reimbursement from the Client must be made within twelve (12) calendar months of the Client's receipt of the final report and the final statement, and its approval in accordance with the above-mentioned procedure.</p> <p>e) All payments made under the Contract will be paid to the Consultant's accounts specified in the <b>SCC</b>.</p> <p>f) With the exception of the final payment referred to in paragraph (d) above-, payments shall not constitute evidence of acceptance of the Services and will not relieve the Consultant of its obligations under the Contract.</p>
<p><b>46 Default interest and penalties</b></p>	<p>46.1 <u>Default interest</u>: if the Client fails to pay the amount due to the Consultant within fifteen (15) days following the date on which payment is due pursuant to Article 45.1 (b) or (c) of the GCC, interest will be paid to the Consultant for each day of delay at the annual rate indicated in the <b>SCC</b>.</p> <p>46.2 <u>Penalties</u>: if the Consultant fails to fulfill the obligations of the Contract, the Client may apply the penalties provided for in the <b>SCC</b>. The maximum amount of penalties applied will be capped at 10% of the Contract amount.</p>

## G. Fairness and Good Faith

47 Good faith	47.1 The Parties commit to act in good faith with regard to their mutual contractual rights and to take all possible measures to ensure the achievement of the objectives of the Contract.
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## H. Dispute settlement

48 Amicable settlement	48.1 The Parties will do their best to settle amicably any disputes that may arise from the interpretation or execution of the Contract.
	48.2 In the event that one of the Parties objects to an action or lack of action by the other Party, the first may notify the second in writing of the reasons for the dispute, providing all necessary details. The Party who is thus notified of the dispute will examine it and respond in writing within fourteen (14) days from the date of receipt of the notification. If it does not respond within fourteen (14) days, or if the dispute cannot be resolved within fourteen (14) days following the response, Article 49.1 of the GCC will apply.
49 Dispute settlement	49.1 Any dispute that may arise between the Parties due to the contractual provisions and which cannot be settled amicably will be submitted to a settlement by one or the other of the Parties in accordance with the provisions specified in the <b>SCC</b> .

## **APPENDIX 1 - AFD Rules – Fraud and corruption – Environmental and Social Responsibility**

### **1. Fraud and corruption**

The Client, suppliers, consultants, contractors and their subcontractors must comply with the most rigorous ethical rules during the award and execution of contracts. Depending on whether these are contracts of works, supplies, equipment, intellectual services (consultants) or other services, the Client may also be referred to as the Project owner or Purchaser.

By signing the Declaration of Integrity, suppliers, consultants, contractors and their sub-contractors declare (i) that they have not committed any act likely to influence the process of awarding the contract to the detriment of the Client and in particular that no anti-competitive practice has intervened and will not intervene and that (ii) the negotiation, award and execution of the Contract has not given and will not give rise to an act of corruption or fraud.

AFD requires that the procurement documents and the contracts it finances contain a provision requiring suppliers, consultants, contractors and their subcontractors to authorize AFD to examine the documents and accounting documents relating to the procurement process and the execution of the contract, and to submit them for verification to auditors designated by AFD.

AFD reserves the right to take any appropriate action to ensure compliance with these ethical rules, in particular the right to:

- a) Reject the proposal to award a contract if it determines that the applicant or consultant recommended for award is guilty of corruption, directly or through an agent, or has engaged in fraud or anti-competitive practices in order to obtain the contract;
- b) Declare the procurement non-compliant if it determines, at any time, that the representatives of the Client, suppliers, consultants, contractors or their sub-contractors have engaged in corruption, fraud, or anti-competitive practices during the procurement process or the execution of the contract without the Client having taken, in due time and to the satisfaction of AFD, the necessary measures to remedy this situation, including by failing to inform AFD when it becomes aware of such maneuvers.

For the purposes of applying this provision, AFD defines the following expressions as follows:

- a) **Public Official Corruption**
  - The act of promising, offering or granting to a Public Official, directly or indirectly, an undue advantage of any kind, for himself or for another Person<sup>1</sup> or entity, so that he performs or refrains from performing an act in the exercise of his official duties;
  - The fact that a Public Official solicits or accepts, directly or indirectly, an undue advantage of any kind, for himself or for another Person or entity, in order to perform or refrain from performing an act in the exercise of his/her official duties.
- b) **The concept of a Public Official includes:**
  - Any natural person who holds a legislative, executive, administrative or judicial office (in the Client's country), irrespective of whether this natural person has been appointed or elected, irrespective of the permanent or temporary nature of his or her office, whether remunerated or not, and irrespective of his or her position and the hierarchical level he or she occupies;
  - Any other natural person who exercises a public function, including for a State institution or a public company, or who provides a public service;

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<sup>1</sup> Refers to any person, business, company, government, State or dismemberment of a State, as well as any association or group of several of these persons, with or without legal personality.

- Any other natural person defined as a public official by the national legislation of the Client's country.
- c) Corruption of Private Persons<sup>2</sup> means:
  - The fact of promising, offering or granting, directly or indirectly, an undue advantage of any kind to any Private Person, for themselves or for another Person or entity, so that, in violation of their legal, contractual or professional obligations, they perform or refrain from performing an act;
  - The fact that any Private Person solicits or accepts, directly or indirectly, an undue advantage of any kind, for him/herself or for another Person or entity, in order to perform or refrain from performing an act in violation of his/her legal, contractual or professional obligations.
- d) Fraud refers to any unfair maneuver (action or omission), whether or not criminalized, intended to deliberately deceive another person, intentionally conceal information or surprise or vitiate his consent, circumvent legal or regulatory obligations and/or violate internal rules in order to obtain an illegitimate benefit.
- e) An anti-competitive practice refers to:
  - Any concerted or tacit action whose object or effect is to prevent, restrict or distort the game of competition on a market, in particular when it tends to: (i) limit access to the market or the free exercise of competition by other Persons; (ii) hinder the fixing of prices by the free play of the market by artificially favouring their increase or decrease; (iii) limit or control production, outlets, investments or technical progress; or (iv) distribute contracts or sources of supply;
  - Any abusive exploitation by a person or a group of persons of a dominant position on an internal market or on a substantial part of it;
  - Any offer of unreasonably low prices, the object or effect of which is to eliminate a person or one of its products from a market or prevent access to a market.

## **2. Environmental and Social Responsibility**

In order to promote sustainable development, AFD wishes to ensure compliance with internationally recognized environmental and social standards. To this end, suppliers, consultants, contractors and their subcontractors must undertake, on the basis of the Declaration of Integrity, to:

- a) Respect and enforce compliance by all their subcontractors, in coherence with the laws and regulations applicable in the country where the contract is carried out, the environmental and social standards recognized by the international community, including the fundamental conventions of the International Labour Organization (ILO) and the international conventions for the protection of the environment;
- b) Implement environmental and social risks mitigation measures when they are indicated in the Environmental and Social Management Plan (ESMP) provided by the Client.

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<sup>2</sup> Refers to any natural person other than a Public Official.

## APPENDIX 2 - Eligibility Criteria

### Eligibility for AFD-financed contracts

1. The funding granted by AFD has been completely untied since the 1<sup>st</sup> January 2002. With the exception of cases of embargo by the United Nations, the European Union, or France, AFD finances all contracts for works, supplies, equipment, intellectual services (consultants) and other services, regardless of the nationality of the successful applicant (or that of its suppliers or subcontractors), the origin of the inputs or resources used in the implementation process.
2. Persons <sup>18</sup>(including their suppliers, contractors, consultants and any subcontractors, as well as all members of a group) may not be awarded a contract financed by AFD if, at the date of submission of an application, a bid or a proposal, or at the time the contract is awarded:
  - 2.1 are the subject of bankruptcy, liquidation, judicial settlement, safeguard, cessation of business, or are in any similar situation resulting from a procedure of the same nature;
  - 2.2 have been the subject of:
    - a) a conviction handed down within the last five years by a judgment that has the force of res judicata in the country in which this contract is being carried out, for fraud, corruption or any offence committed in connection with the award or performance of a contract, subject to any additional information that they may deem useful to provide in the context of the Declaration of Integrity, which would make it possible to consider that this conviction is not relevant in the context of this contract;
    - b) an administrative sanction handed down within the last five years by the European Union or by the competent authorities of the country in which they are established, for fraud, corruption or any offence committed in connection with the award or performance of a contract, subject to any additional information that they may deem useful to provide in the context of the Declaration of Integrity, which would make it possible to consider that this sanction is not relevant in the context of this contract;
    - c) a conviction handed down within the last five years by a judgment that has the force of res judicata, for fraud, corruption or for any crime committed in the context of the award or performance of a contract financed by AFD;
  - 2.3 Included on the lists of financial sanctions adopted by the United Nations, the European Union and/or France, notably to combat the financing of terrorism and attacks on international peace and security;
  - 2.4 have been terminated to their sole detriment within the last five years due to a serious or persistent breach of their contractual obligations during the performance of a previous contract, provided that this sanction has not been contested by them or given rise to a court decision overturning the termination to their sole detriment;
  - 2.5 have not fulfilled their obligations relating to the payment of their taxes according to the legal provisions of the country where they are established or those of the Client's country;
  - 2.6 Are subject to an exclusion decision handed down by the World Bank and as such appear on the list published at <http://www.worldbank.org/debarr>, subject to any additional information they may deem useful to provide as part of the Declaration of Integrity, which would make it possible to consider that this exclusion decision is not relevant in the context of this contract;
  - 2.7 have produced false documents or have been guilty of false declaration(s) by providing the information required by the Client as part of this procurement and award process.
3. Public institutions and companies are allowed to participate in a competitive bidding procedure provided that they can demonstrate (i) that they are legally and financially autonomous, and (ii) that

<sup>18</sup> Refers to any person, business, company, government, State or dismemberment of a State, as well as any association or group of several of these persons, with or without legal personality.

they are governed by the rules of commercial law. To this end, public institutions and companies must provide all documents (including their articles of incorporation) which make it possible to establish, to AFD's satisfaction, that (i) they have a legal personality distinct from that of their State, (ii) they do not receive any public subsidy or significant budgetary aid, (iii) that they are governed by the provisions of commercial law and that, in particular, they are not obliged to transfer their financial surpluses to their State, that they can acquire rights and obligations, borrow funds, are liable for repayment of their debts and may be subject to collective proceedings.

### III – Special conditions of the contract

Articles of the GCC	Modifications and additions to the Articles of the General Conditions of the Contract
<b>1.1(i) and 3.1: Applicable law</b>	The Contract will be governed by <b>the Law of Togo</b>
<b>4.1 : Language</b>	The language is <b>french or english</b>
<b>6.1 and 6.2: Notifications</b>	<p><b>The addresses are:</b></p> <p><u>Client:</u>  <b>To the Executive Director of RAAF</b>  <b>Regional Agency for Agriculture and Food (RAAF/ECOWAS)</b>  <b>4 &amp; 5 floors of the CRBC building, place de la réconciliation au quartier Atchanté, Cité OUA Lomé, TOGO</b>  <b>Tel: +228 22 21 40 03</b>  <b>E-mail: <a href="mailto:procurement@araa.org">procurement@araa.org</a>, copy to <a href="mailto:ctienon@araa.org">ctienon@araa.org</a>; <a href="mailto:pbessi@araa.org">pbessi@araa.org</a>; <a href="mailto:mnakorba@araa.org">mnakorba@araa.org</a></b></p> <p><u>Consultant:</u> _____</p> <p>To: _____</p> <p>Fax: _____</p> <p>E-mail: _____</p>
<b>8.1: Authority of the representative of the Group</b>	<p><i>[Note: If the Consultant is constituted by a single entity, indicate: "Not applicable"; OR</i></p> <p><i>If the Consultant is constituted by a Group of more than one legal entity, the name of the entity whose address is given in Article 6.1 of the SCC must be inserted here.]</i></p> <p><b>The representative on behalf of the Group is:</b> _____</p> <p>_____ <i>[insert the name of the representative]</i></p>
<b>9.1: Authorized representative</b>	<p><b>The designated representative is:</b></p> <p>For the Client: <b>Ousseini SALIFOU, RAAF Executive Director</b></p> <p>For the Consultant: _____ <i>[name, title]</i></p>
<b>11.1: Effective date of the Contract</b>	The Contract will come into force <b>on the date of its signature</b> . There are no other conditions for entry into force.
<b>12.1: Termination of the Contract for failure to enter into force</b>	<b>Article not applicable.</b>
<b>13.1: Commencement of Services</b>	<p><b>Seven (07) days</b> after signing the Contract.</p> <p><b>A Service Order will be issued and notified to the Consultant.</b></p>
<b>14.1: Completion of the Contract</b>	<p>The duration of the Contract will be: <b>nine (9) months including after-sales service</b>.</p> <p>The period of completion of the contract considered <b>will be at the end of the nine (9) month period</b>.</p>

Articles of the GCC	Modifications and additions to the Articles of the General Conditions of the Contract
<b>18.2: Suspension or termination due to the security of the Consultant's Staff</b>	<b>Not applicable</b>
<b>20.2: Applicable Law to the Services</b>	The Consultant shall not supply goods or services in sectors or from countries under embargo by ECOWAS, the United Nations, the European Union or France. The Consultant commits to comply with AFD's eligibility criteria as specified in <b>Appendix 2</b> of the GCC. This commitment applies to all Staff and Sub-contractors.
<b>20.3: Stable establishment</b>	<b>Not applicable</b>
<b>23.1: Responsibility of the Consultant</b>	<p>The limitation of the Consultant's liability to the Client may be subject to negotiation at the time of finalizing the Contract.</p> <p>"Limitation of the Consultant's liability to the Client:</p> <ul style="list-style-type: none"> <li>(a) Except in cases where the damage or loss results from the gross negligence or wilful misconduct of the Consultant or any person or firm operating on behalf of the Consultant in the performance of the Services, the Consultant shall not be liable to the Client for any damage caused by the Consultant to the Client's property: <ul style="list-style-type: none"> <li>(i) for any indirect or induced damage or loss; and</li> <li>(ii) for any direct damage or loss the amount of which will exceed twice the total amount of this Contract.</li> </ul> </li> <li>(b) This limitation of liability: <ul style="list-style-type: none"> <li>(i) does not cover the Consultant's liability, covering damage caused to Third Parties by the Consultant or any other person or company acting on behalf of the Consultant for the purposes of performing the Services;</li> <li>(i) shall not be deemed to grant the Consultant any limitation or exemption from liability that would be contrary to Applicable Law."</li> </ul> </li> </ul>
<b>24.1: Consultant's insurance</b>	<p><b>The risk insurance coverage will be as follows:</b></p> <ul style="list-style-type: none"> <li>a) Professional liability insurance, with a minimum coverage equal to the amount of the contract, i.e. an amount of ..... Euros;</li> <li>b) Third-party insurance, for with a minimum coverage equal to the amount of the contract, i.e. an amount of ..... Euros;</li> <li>c) The Client's insurance against work accidents covering the Consultant's Staff and their Subcontractors, in accordance with Applicable Law, and life, health, travel or other insurance.</li> </ul> <p>The insurances will cover the initial period of execution and that of its possible amendments.</p>
<b>27.1: Ownership of the documents prepared by the Consultant</b>	<p><b>The documents produced remain the property of the Client.</b></p> <p>All reports relating to the Services, letter of recommendation, aide memoire, other documents prepared by the Consultant on behalf of the Client under the Contract will be confidential and will become and remain the property of the Client. The Consultant will hand over all these documents to the Client before the termination or completion of the Contract, with the corresponding detailed inventory. The Consultant may keep a copy of these documents, but will not use them for reasons</p>



Articles of the GCC	Modifications and additions to the Articles of the General Conditions of the Contract
	unrelated to the Contract without having obtained the prior written consent of the Client.
<b>27.2: Ownership of the documents prepared by the Consultant</b>	The Consultant may not use these documents for purposes unrelated to the Contract, without prior written authorization from the Client.
<b>31: Approval for additional personnel</b>	<b>Not applicable</b>
<b>34.1 Holidays and public holidays</b>	<b>Not applicable</b>
<b>41.1 Contract Price</b>	The expenses related to the Service will be <b>at a global and flat-rate price.</b> <b>The Contract price is:</b> _____ <i>[insert the amount and the currency for each of the currencies]</i> <b>all taxes excluded.</b>
<b>42.1: Remuneration and reimbursable expenses (Time-based contract)</b>	— <b><u>Not applicable</u></b>
<b>42.3:</b>	<b>The remuneration prices will not be revised.</b>
<b>43.1 &amp; 43.2: Taxes and duties</b>	<p>This contract <b>excludes</b> taxes, levies and other duties.</p> <p>The Client guarantees that the Consultant, Subcontractors and Staff will be exempt from (or that the Client will pay on their behalf, or reimburse them for) all taxes, customs duties, levies and other charges imposed on them:</p> <ul style="list-style-type: none"> <li>— in Togo, under the terms of the RAAF headquarters agreement signed between the ECOWAS Commission and the Government of the Republic of Togo; and</li> <li>— in any other ECOWAS Member State with which the ECOWAS Commission has a headquarters agreement;</li> </ul> <p>Under:</p> <ul style="list-style-type: none"> <li>a) any payment made to the Consultant, Subcontractors and Staff (other than nationals or permanent residents of the ECOWAS area) for the performance of the Services.</li> <li>b) any equipment and supplies introduced into the ECOWAS area by the Consultant or its Subcontractors as part of the performance of Services and which, imported, is subsequently re-exported by the Consultant;</li> <li>c) any equipment and supplies imported as part of the performance of the Services, paid for from funds provided by the Client and considered to be the property of the Client;</li> <li>d) any goods imported into the ECOWAS area by the Consultant, Subcontractors, Staff and their eligible dependants (with the exception of nationals or permanent residents of the ECOWAS area) for their personal use, and which will subsequently be re-exported when they leave the ECOWAS area, provided that: <ul style="list-style-type: none"> <li>• the Consultant, Subcontractors, Staff and their eligible dependants comply with the customs procedures in force for the importation of goods into the ECOWAS area; and</li> </ul> </li> </ul>

Articles of the GCC	Modifications and additions to the Articles of the General Conditions of the Contract																		
	<ul style="list-style-type: none"><li>if the Consultant, the Subcontractors, the Staff or their eligible dependants do not re-export these goods exempt from duties and taxes but dispose of them or sell them in the ECOWAS area, as the case may be, (i) they will pay these duties and taxes in accordance with the regulations of the ECOWAS area, or (ii) they will reimburse the Client for the amount paid by the latter at the time of importation of these goods into the ECOWAS area.</li></ul> <p><b>In the event that a tax is not recoverable / deductible by the Client, the amount of taxes would then be eligible for the Contract.</b></p>																		
45.1(a): Invoicing and payment modalities – Advance	<p>Payment of the advance and the advance payment guarantee will be governed by the following provisions:</p> <ol style="list-style-type: none"><li>An advance <b>of 20%</b> of the Contract price in the currency of the bid will be paid in the <b>thirty (30) days</b> which will follow the date of signature of the Contract, against a bank guarantee of repayment in advance;</li><li>The bank guarantee of repayment of the advance will be issued for an equal amount and in the same currency as the advance. The bank guarantee will only be released when the advance has been fully repaid.</li><li>Reimbursement of advance:</li></ol> <p>The advance will be refunded by deducting half of the amount of the advance from the second and third payments.</p>																		
45.1(b): Invoicing and payment modalities – Progressive flat-rate payments	<p><b>Payment schedule:</b></p> <table><tr><th>Payment instalment</th><th>Amount (Euro)</th><th>Deliverables</th><th>Date submission of deliverables</th></tr><tr><td rowspan="2"><b>1<sup>st</sup> payment (10%) of the contract price:</b> After the validation of the deliverables listed opposite</td><td rowspan="2"></td><td><b>A methodological note</b> prior to the study launch meeting</td><td><b>1 week</b> after the notification of the contract</td></tr><tr><td><b>An intermediate note</b> including an inventory of the information management systems on national stocks, the results of interviews with the various stakeholders, the type, format and frequency of the information to be provided, the algorithm of the system and the circuit of production and dissemination of information</td><td><b>4 weeks</b> after the beginning of the assignment</td></tr><tr><td rowspan="2"><b>2<sup>nd</sup> payment (35%) of the contract price:</b> After the validation of the deliverables mentioned opposite</td><td rowspan="2"></td><td><b>A computerized system for monitoring and reporting RFSR stocks</b> functional and operational with user manuals for each user category</td><td rowspan="2"><b>7 weeks</b> after the beginning of the assignment</td></tr><tr><td><b>Technical documentation</b> describing the system architecture, the technologies used to facilitate the maintenance of the system after the end of the contract</td></tr></table>				Payment instalment	Amount (Euro)	Deliverables	Date submission of deliverables	<b>1<sup>st</sup> payment (10%) of the contract price:</b> After the validation of the deliverables listed opposite		<b>A methodological note</b> prior to the study launch meeting	<b>1 week</b> after the notification of the contract	<b>An intermediate note</b> including an inventory of the information management systems on national stocks, the results of interviews with the various stakeholders, the type, format and frequency of the information to be provided, the algorithm of the system and the circuit of production and dissemination of information	<b>4 weeks</b> after the beginning of the assignment	<b>2<sup>nd</sup> payment (35%) of the contract price:</b> After the validation of the deliverables mentioned opposite		<b>A computerized system for monitoring and reporting RFSR stocks</b> functional and operational with user manuals for each user category	<b>7 weeks</b> after the beginning of the assignment	<b>Technical documentation</b> describing the system architecture, the technologies used to facilitate the maintenance of the system after the end of the contract
Payment instalment	Amount (Euro)	Deliverables	Date submission of deliverables																
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		<b>An intermediate note</b> including an inventory of the information management systems on national stocks, the results of interviews with the various stakeholders, the type, format and frequency of the information to be provided, the algorithm of the system and the circuit of production and dissemination of information	<b>4 weeks</b> after the beginning of the assignment																
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		<b>Technical documentation</b> describing the system architecture, the technologies used to facilitate the maintenance of the system after the end of the contract																	

Articles of the GCC	Modifications and additions to the Articles of the General Conditions of the Contract			
			<b>The source codes of the system</b> allowing its maintenance and scalability	
	<b>3<sup>rd</sup> payment (35%) of the contract price:</b> After the validation of the deliverables mentioned opposite		<b>Training plan</b> including the production of user manuals, training modules and training reports for the various users categories of the system	<b>10 weeks</b> after the beginning of the assignment
			<b>A draft charter</b> on the production and use of national and regional information	<b>11 weeks</b> after the beginning of the assignment
	<b>4<sup>th</sup> Payment (10%) of the contract price:</b> After the validation of the final assignment report, apart from the after-sales service		<b>Final report on the execution of the assignment, except for the after-sales service</b>	<b>12 weeks</b> after the beginning of the assignment
	<b>Final payment (10%) of the contract price:</b> After the validation of the after-sales service completion report		<b>After-sales service completion report</b>	<b>Last week</b> after-sales service period
<b>45.1(e):</b>	<b>The account titles are:</b> For payments in Euro: <b>Name and address of the Bank:</b> <b>Bank code:</b> <b>Counter Code:</b> <b>Account N°:</b> <b>Rib Key:</b> <b>IBAN:</b>			
<b>46.2: Penalties</b>	A penalty of <b>100 euros per day of delay</b> of the expected deliverable will be applied as from the fourth (4th) day following receipt of the formal notice notified by the Client to the Consultant by registered letter with acknowledgement of receipt, which has not been followed up.  <b>The Client reserves the right to terminate the contract without prior formal notice, when the cumulative amount of penalties would have reached a maximum value of 10% of the contract amount.</b>			
<b>49: Dispute settlement</b>	<b>Any dispute between the parties arising from the interpretation and / or execution of this Contract will be settled amicably. Failing this, disputes will be submitted to arbitration in accordance with the following provisions:</b> 1. <u>Choice of arbitrator:</u> disputes submitted to arbitration by one Party will be settled by a sole arbitrator, in accordance with the following provisions: The two Parties may agree to appoint a sole arbitrator or, failing agreement on the choice of such sole arbitrator within thirty (30) days of receipt by the other			

Articles of the GCC	Modifications and additions to the Articles of the General Conditions of the Contract
	<p>Party of a proposal for appointment made by the Party which has initiated the proceedings, either Party may request from the International Federation of Consulting Engineers (FIDIC) of Lausanne, Switzerland, a list of at least five names. Each of the Parties will in turn delete a name from this list and the last name remaining on the list will be that of the sole arbitrator responsible for resolving the dispute. If the final selection of the arbitrator has not been made within sixty (60) days of receipt of this list, the FIDIC will appoint, at the request of either Party, and from the same list or another, the sole arbitrator responsible for settling the dispute.</p> <p>2. <u>Rules of procedure</u>: in the absence of provisions to the contrary, the arbitration will be conducted in accordance with the rules of arbitration procedure of the United Nations Commission on International Trade Law (UNCITRAL) in force at the date of the Contract.</p> <p>3. <u>Nationality and qualifications of the arbitrator</u>: the sole arbitrator appointed will be an internationally renowned legal or technical expert particularly competent in the field of the dispute in question; he shall not be a national of the Consultant's country of origin (or the country of origin of any of the members in the case of a Group) or of the Client. For the purposes of this Article, "country of origin" shall have the following meaning:</p> <ul style="list-style-type: none"> <li>a) The nationality of the Consultant or, if the Consultant is constituted as a Group, of one of the members; or</li> <li>b) The country in which the Consultant (or any of the members of the Group) has its head office; or</li> <li>c) The country of which the majority of the Consultant's shareholders (or one of the members of the Group); or</li> <li>d) The country of which the Subcontractor concerned is a national, when the dispute concerns a subcontracting.</li> </ul> <p>4. <u>Miscellaneous provisions</u>: in the case of an arbitration procedure regulated by the provisions of this Article:</p> <ul style="list-style-type: none"> <li>a) Unless otherwise agreed, the procedure will take place <b>in Nigeria</b>;</li> <li>b) French will be the official language for all purposes; and</li> <li>c) The decision of the sole arbitrator will be final, binding, enforceable before the competent courts. The Parties hereby exclude any objection or claim based on immunity relating to the execution of the judgment.</li> </ul>

## IV -Appendices

### APPENDIX A - Terms of Reference

*[This Appendix must include the Terms of Reference (based on the text of Section VII of the RFP) finalized by the Client and the Consultant during the negotiations; the deadlines for completing the various tasks; the place where the various activities will be carried out; the detailed reporting obligations; the Client's contributions, including the counterpart staff that the Client will have to assign to work with the Consultant's team; the specific tasks that must be approved in advance by the Client.*

*For time-based contracts, specify: working hours for Key Personnel; travel times to and from the Client's country; if applicable, paid leave entitlements; public holidays in the Client's country that may affect the Consultant's activity; etc.]*

### APPENDIX B - Technical proposal from the Consultant including its methodology and Key-personnel

*[Insert the Technical Proposal, including the Consultant's safety methodology, finalized during the Contract negotiations. Attach the CVs (updated and signed by the Staff concerned) establishing that the Key Personnel have the required qualifications.]*

### APPENDIX C - Contract Price

*[Insert the tables of the Contract price(s). The tables will be based on the Form-2, Form-3, and Form-4 of the Consultant's financial proposal and will reflect any changes agreed during the contract negotiations, if any.*

*For Time-based Contracts, reimbursable expenses will be reimbursed at their actual cost, unless explicitly stated otherwise in this Appendix; in any case, the amount reimbursed will not exceed the amount indicated in the Contract.]*

**APPENDIX D - Advance Refund Guarantee Form***[cf. Articles 45.1(a) of the GCC and 45.1(a) of the SCC]***Bank guarantee of repayment of the advance**\_\_\_\_\_ *[name and address of the issuing bank]***Beneficiary:** \_\_\_\_\_ *[name and address of the Client]***Date :** \_\_\_\_\_**Advance refund guarantee No. :** \_\_\_\_\_

We have been informed that \_\_\_\_\_ *[name of the Consultant or Group identical to the name of the signatory of the Contract]* (hereinafter referred to as the "**Consultant**") has concluded with you the Contract No. \_\_\_\_\_ as of \_\_\_\_\_ for execution \_\_\_\_\_ *[name of the Contract and description of the Services]* (hereinafter referred to as the "**Contract**").

In addition, we understand that under the terms of the Contract, an advance in the amount of \_\_\_\_\_ *[insert sum in figures]* (\_\_\_\_\_) *[insert the sum in letters]* is paid against a guarantee of refund in advance.

At the request of the Consultant, we \_\_\_\_\_ *[name of the bank]* hereby undertake, without reservation and irrevocably, to pay you on first request, any sums of money that you may claim within the limit of \_\_\_\_\_ *[insert amount in figures]* (\_\_\_\_\_) *[insert amount in letters]*<sup>19</sup>. Your request for payment must be accompanied by a statement certifying that the Consultant is not complying with the terms of the Contract because he has used the advance for other purposes than the provision of the Services of the Contract.

Any request and payment under this guarantee is conditional on the receipt by the Consultant of the advance mentioned above in his account bearing the number \_\_\_\_\_ to \_\_\_\_\_ *[name and address of the bank]*.

The maximum amount of this guarantee will be gradually reduced by deducting the amounts reimbursed by the Consultant as indicated in the statements certified by the Client which will be presented to us. This guarantee expires at the latest on the first of the following dates: upon receipt of the statements certified by the Client indicating that the Consultant has refunded the entire advance mentioned above, or on the \_\_\_\_\_ day of \_\_\_\_\_ 2\_\_\_\_<sup>20</sup>. All payment requests must be received by this date at the latest.

This guarantee is governed by the CCI Uniform Rules on Guarantees on Demand (RUGD), revised edition of 2010, CCI Publication No. 758.

\_\_\_\_\_  
*[Signature]*

**[Note:** *The text in italics should be removed from the final document; it is provided for information purposes in order to facilitate its preparation]*

<sup>19</sup> The Guarantor must insert an amount representing the advance mentioned in the Contract either in the currency(s) mentioned in the Contract, or in any other freely convertible currency acceptable to the Customer.

<sup>20</sup> Insert the expected date for the completion of the contract. The Customer must take into account that, in the case of extension of the duration of the Contract, he will have to ask the Guarantor to extend the duration of this guarantee. Such a request must be made in writing before the expiration date mentioned in the guarantee. When preparing the guarantee, the Customer may add the following at the end of the penultimate paragraph: "Upon written request from the Client prior to the expiration of this guarantee, the Guarantor will extend the duration of this guarantee for a period not exceeding [six months] [one year]. Such an extension will be granted only once."