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|  | COMUNIDADE ECONOMICA DOS ESTADOS DA FRICA OCIDENTAL |  |
| ECONOMIC COMMUNITY OF  WEST AFRICAN STATES |  | ECONOMIC COMMUNITY OF WEST AFRICAN STATES |

**Request for Proposals**

**Consulting Services**

**NOVEMBER 2023**

**Foreword**

This standard request for proposals file (DTDP) is to be used for the selection of consultant firms across all ECOWAS offices, agencies and institutions, following the provisions provided for in chapter 9 as well as annexes 1 and 2 of the procurement code version 2021.

It is applicable to various methods of selection of consultants described in the above provisions of the code, namely selection based on technical quality and cost (“SFQC”), selection based on technical quality (“SFQ”), selection within the framework of a determined budget (“SBD”), least cost selection (“SMC”). However, the complexity and value aspects of the mission must be decisive in the decision to impose the use of this DTDP.

Use of this DTDP is not required when selecting for business practices, selecting individual consultants, or entering into an agreement with a United Nations agency. In the case of using the selection method based on the qualifications of consultants (“SQC”) or in the case of missions whose cost is estimated at an amount less than the equivalent of UA 300,000, whatever the selection method used, relevant elements of the DTDP may be used, possibly after simplification taking into account the specific mission.

Before establishing a Request for Proposals (RFP) for a specific mission, the user must familiarize themselves with the Procurement Rules, and have chosen a selection method as well as the type of contract that best suits them. . This DTDP includes two standard contracts: one for missions paid for time spent, the other for missions with fixed remuneration. The prefaces to these two contracts indicate situations in which one or the other is preferable.

Request for Proposals

SUMMARY

**PART I – SELECTION PROCEDURES AND REQUIREMENTS**

**Section 1. Letter of Invitation (LI)**

This Section is a model invitation letter to be sent by the contracting authority to the candidates selected on the shortlist in order to invite them to submit their proposal for a consulting mission. The LOI indicates the list of all candidates from the shortlist to whom a similar letter is addressed and the method of selection used.

**Section 2. Instructions to Consultants and Special Data**

This Section includes two parts: the “Instructions to Consultants” and the “Specific Data”. The Instructions to Consultants should be used without any modification. The Special Data contains information specific to each selection procedure and corresponds to each of the clauses of the Instructions to Consultants which require to be provided specifically for each procedure. This Section provides Consultants selected on the shortlist with useful information to prepare their proposal. It also includes information on submission, bid opening and evaluation of proposals, contract negotiation and contract award. The Special Data indicates whether a Complete Technical Proposal (PTC) or on the contrary a Simplified Technical Proposal (PTS) is used **.**

**Section 3. Technical proposal – Standard forms**

This Section includes the PTC or PTS forms that must be completed by shortlisted consultants and submitted in compliance with the requirements of Section 2.

**Section 4. Financial proposal – Standard forms**

This Section includes the financial proposal forms which must be completed by shortlisted consultants in order to cost their technical proposal, and submitted in compliance with the requirements of Section 2.

**Section 5. Eligible Countries**

This Section contains information regarding eligible countries in accordance with the provisions of the revised ECOWAS Procurement Code.

**Section 6. Fraud and Corruption**

This Section contains the provisions regarding fraud and corruption applicable to the selection procedure in accordance with the provisions of the revised ECOWAS Procurement Code.

**Section 7. Terms of Reference**

This Section describes the scope of services, objectives, specific tasks to be accomplished in order to successfully complete the mission, as well as information on the context of the mission. It also indicates the qualifications required of key experts and the list of expected deliverables. This section shall not be used to modify the provisions of Section 2.

**PART II – TERMS OF CONTRACT AND CONTRACT FORMS**

**Section 8. Standard Contracts**

This Section includes two standard contract forms for complex missions and large amounts: one for tasks paid for time spent, the other for fixed-rate contracts. Each of the forms includes General Conditions which must not be modified and Special Conditions. These contain the specific provisions of each contract, which supplement the General Conditions.

Each of the forms includes the ECOWAS Rules on – Fraud and Corruption.

**PART III – NOTIFICATION OF INTENTION TO AWARD AND BENEFICIAL OWNERS DISCLOSURE FORMS**

**Section 9. Notification of Intent to Allotment and Beneficial Ownership Disclosure Forms**

This Section includes two forms. The first is used to notify Consultants of the award of the contract to the successful Consultant. The second is used to obtain information on the beneficial owners from the Consultant selected for the contracts identified in the Procurement Plan.

SELECTION OF CONSULTANTS

Request for Proposals

Consulting Services

**Provision of:**

*[Insert consultant services identification]*

**DP No. *[to be completed]***

**Title of consultancy services *[to be completed]***

**Contracting Authority: *[insert name of Executing Agency]***

**Country: *[to be completed]***

**Date of dispatch :** ***[Date of RFP sent to shortlisted consultants]***

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PART I – SELECTION PROCEDURES AND REQUIREMENTS

Section 1. Letter of Invitation (LI)

**Letter of invitation to submit a proposal**

**Consulting services**

**Designation of the Mission:**

DP No: *[as per the Procurement Plan]*

**Country :**

**Date :**

***[Insert: Name and address of Consultant. In the case of a group, the full name of the group and of each of its partners as indicated in the expression of interest should be indicated]***

Dear,

*[Insert: Name of Contracting Authority]* (hereinafter referred to as the “Contracting Authority”)

1. *The [insert name of the Contracting Authority] obtained for year xxx an allocation from the budget (investment/operation/position) with a view to financing achievement xxxxx (specify).*
2. *The ECOWAS Entity is* now seeking proposals for the provision of the following consultancy services: *[insert: title of mission]* . For further information on the services in question, please see the Terms of Reference (Section 7).
3. This Request for Proposals (RFP) has been sent to the Consultants on the shortlist, whose names appear below:

*[to be inserted: List of consultants on the shortlist. If the* Consultant *is a group, the full name of the group must be indicated, as it appears in the expression of interest. In addition, indicate the names of all partners, starting with the agent. Where subcontractors have been proposed, they must be indicated]*

1. It is not permitted to transfer this RFP to another firm.
2. A Consultant will be chosen by the method of *[insert: method of selection [[1]](#footnote-1)]* and a *[Complete Technical Proposal (PTC) or a Simplified Technical Proposal (PTS)]* is requested in the format prescribed in this RFP, in accordance with the principles described in the ECOWAS Procurement Code Revised 2021.

This RFP includes the following sections:

Section 1 - The Invitation Letter

Section 2 - Instructions to Candidates and Special Data

Section 3 - Technical proposal −Standard forms

Section 4 - Financial proposal −Standard forms

Section 5 – Eligibility

Section 6 – Integrity

Section 7 - Terms of Reference

Section 8 - Standard contract [ *remember:* Remuneration for time spent *or* Flat rate remuneration *]* .

1. Please be kind enough to let us know, no later than *[insert date],* in writing to *[insert address],* by *fax [insert fax number],* or by email *[insert email address]:*
2. that you have received this Letter of Invitation; And
3. whether you will submit a proposal alone or in association;
4. Details of the Proposal submission deadline, address and time are set out in IC Clauses 17.7 and 17.9.

Please accept, Madam/Sir, the assurance of my distinguished consideration.

[ *To insert: Signature, name and title of the representative of the* Contracting Authority ]

[ *To insert: Name of consultant* ]

[ *To insert: Address* ]

[ *To insert: Telephone number* ]

[ *To insert: Email Address* ]

Section 2. Instructions to Consultants and Special Data (ICD)

*[ Note to CA : This Section 2 – Instructions to Consultants should not be modified. Any modification, aimed at meeting the needs of the country or the project, or supplementing the provisions of the IC, without however deleting them, must be inserted in the Specific Data exclusively. Notes to the AC should be deleted in the final RFP, as addressed to the shortlisted Consultants].*

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**Instructions to Consultants**

A. General provisions

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| 1. Definitions | (a) The term “affiliate” means an individual or entity that directly or indirectly controls or is controlled by the Consultant, or is under common control with the Consultant.  (b) the expression “Applicable Rules ” means the Procurement Rules applicable to all ECOWAS offices, agencies and institutions;  (c) the term “ Applicable Law” means the laws and other texts having the force of law in the country of the Contracting Authority;  (d) “ECOWAS” means the Economic Community of West African States;  (f) the term “Contracting Authority” means the authority authorized within the meaning of the regulations in force to sign the Services Contract with the selected Consultant.  (g) the term “Consultant” means a legally constituted professional service provider entity which may provide the Services to the CA under the Contract;  (h) the term “ Contract” means a legally binding written agreement between the Contracting Authority and the Consultant to which the documents listed in Clause 1 of the General Conditions of Contract are attached;  (i) the term “Specific Data ” means a part of the Instructions to Applicants (IC) Section 2 used to complete the CI.  (j) The term “day ” means a calendar day, unless it is designated as a “business day.” A working day is an official working day of the ECOWAS entity country, excluding public holidays.  (k) the term “Personnel” means collectively the key personnel or other personnel of the Consultant, subcontractors or consortium partners;  (l) the term “Government” means the government of the country of the ECOWAS entity;  (m) the expression "in writing " means communicated in written form (by post, email, facsimile, telex, including if indicated in the **Special Data** , distribution or delivery through the electronic purchasing system used by the contracting authority) with acknowledgment of receipt;  (n) the term "Grouping " means an association having, or not, a legal personality distinct from that of the partners constituting it, of two or more consulting firms, in which one of the partners has the authority to carry out business in the name and on behalf of all the partners of the group, and who is jointly and severally responsible for the execution of the Contract vis-à-vis the contracting authority.  (o) the term “Key Personnel” means an expert 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 CV is taken into account for the technical evaluation of the Consultant's Proposal.  (p) the term “IC” (this Section 2 of the RFP) means Instructions to Consultants intended to provide shortlisted Consultants with all information necessary to prepare their Proposal.  (q) “Other personnel” means personnel provided by the Consultant or a subcontractor, assigned to carry out the Services or part of the Services under the Contract, and whose CV is not evaluated as individual.  (r) “ Proposal” means the Technical Proposal and the Financial Proposal of the Consultant.  (s) the term “RFP” means the Request for Proposal to be established by the Contracting Authority for the selection of Consultant, based on the DTDP.  (t) the term “DTDP” means the Standard Request for Proposal Document, which must be used by the Contracting Authority in order to establish the RFP.  (u) the term “Services” means the services to be provided by the Consultant under the Contract.  (v) the term “Subcontractor” means any natural or legal person with whom the Consultant enters into an agreement with a view to subcontracting part of the services, the Consultant remaining responsible to the CA throughout of the execution of the Contract.  (w) the expression “Terms of Reference” (Section 7 of the RFP) means the Terms of Reference defining the objectives, the scope of services, the activities and tasks to be carried out, the respective responsibilities of the CA and of the Consultant, and the expected results and deliverables of the mission.  (x) The acronym “ESHS” refers to environmental, social (including provisions on sexual exploitation and abuse (SEA) and gender-based violence (GBV)), health and safety requirements. |
| 2. Introduction | 2.1 The contracting authority named in the **Data Sheet** intends to select a Consultant from among those whose names appear in the Letter of Invitation, in accordance with the method of selection specified in the **Data Sheet** .  2.2 Consultants are invited to submit a technical proposal and a financial proposal, or a technical proposal only, as specified in the **Data Sheet** for the provision of consultant services necessary for the assignment designated in the **Data Sheet** . The proposal will serve as the basis for contract negotiations and, ultimately, for the contract signed with the selected Consultant.  2.3 Consultants must inform themselves of local conditions and take them into account when preparing their proposal and are invited to attend the pre-proposal conference, if the **Data Sheet** provides for one. But participating in this type of meeting is not obligatory. Attendance at this meeting is optional and all costs are the responsibility of the consultant.  2.4 The Contracting Authority shall provide, on time and at no cost to the Consultant, the inputs, data and reports relating to the relevant projects specified in the **Special Data** , necessary for the Consultants to prepare their proposal. |
| 3. Conflict of interest | 3.1 The Consultant is required to provide objective and impartial professional advice, and in all circumstances to defend above all the interests of the contracting authority, without taking into account the possibility of a subsequent mission , and that he scrupulously avoids any possibility of conflict with other activities or with the interests of his company.  3.2 The Consultant has the obligation to inform the contracting authority of any present or potential situation of conflict of interest which could make it impossible for him to best serve the interests of the contracting authority. Failure to inform the contracting authority of the existence of such a situation, the Consultant may be disqualified or his contract terminated and/or he will be liable to sanctions imposed by the ECOWAS Sanctions Committee.  3.2.1 Without limiting the generality of the foregoing, a consultant will not be engaged in the circumstances stipulated below: |
| **has. Incompatible activities** | i) Conflict between consulting activities and the supply of goods, works or services (other than consultancy services) : a company that has been engaged by the contracting authority to carry out work or provide goods or services (other than consultancy services) for a project, and any companies affiliated with it, shall not provide consultancy services relating to such goods, works or services. Likewise, a firm engaged to provide consultancy services for the preparation or execution of a project, and all companies affiliated with it, will not subsequently be admitted to carry out work or provide services. goods or services (other than consultancy services) which will follow on or be directly related to consultancy services previously provided by the firm for such preparation or execution. |
| **b. Incompatible missions** | ii) Conflict between consultant assignments : a consultant (including its staff and subcontractors), and any entity affiliated with it cannot be engaged for an assignment which, by its nature, may prove incompatible with another mission of the consultant on behalf of the same contracting authority or another contracting authority. |
| **vs. Incompatible relationships** | iii) Relationship with staff of the Contracting Authority : a Consultant (including its staff and subcontractors) having a close business or family relationship with a member of staff of the Contracting Authority who is directly or indirectly involved in : (i) the preparation of the Terms of Reference of the mission, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, will not be awarded the Contract unless the conflict which arises from this relationship has been settled for the duration of the selection process and execution of the Contract. |
| 4. Unfair competitive advantage | 4.1 To ensure fairness and transparency of the selection process, consultants or their affiliates who compete for a specific assignment must not benefit from a competitive advantage as a result of having provided consulting services related to the assignment in question. To this end, the contracting authority must mention in the **Special Data** and communicate to all consultants who appear on the shortlist at the same time as the Request for Proposals, all information which would give a consultant a competitive advantage in this regard. |
| 5. Fraud and Corruption | 5.1 ECOWAS requires compliance with its rules on integrity and conflict of interest as specified in the procurement code and recalled in section 6 of this request for proposals.  5.2 For the purposes of implementing these provisions, the Consultants shall allow and ensure that their agents (whether declared or not), their subcontractors, consultants, service providers, suppliers, and staff allow ECOWAS and its agents to examine the accounts, accounting documents, statements and other documents relating to any initial selection, pre-selection procedure, submission of tenders, submission of proposals , the procurement procedure and the execution of contracts (in the event of award), and to submit them for verification to auditors designated by it. |
| 6. Eligibility | 6.1 ECOWAS allows consultants, including groups and their partners, from any country to provide consultancy services within the framework of the activities it finances.  6.2 It is the Consultant's responsibility to ensure that its staff, consortium partners, subcontractors, agents (declared or not), service providers, suppliers, and/or their employees meet its eligibility requirements .  6.3 As exceptions to articles 6.1 and 6.2 above : |
| **has. Sanctions** | 6.3.1 A Consultant subject to a sanction pronounced by ECOWAS in accordance with article 5.1 of the IC, in particular under the rules on integrity and fraud (Articles 117 & 118 of the code) and the provisions of against fraud and corruption of Section 6, will be excluded from any shortlist, invitation to submit a proposal, or award of a contract financed from ECOWAS resources during the period it will have determined. |
| **b. Exclusions** | 6.3.2 Consultants from a country may be ineligible if this is stipulated in Section 5 (Eligible Countries) and :   1. the legislation or public regulation of the country of the ECOWAS Entity prohibits commercial relations with that country, and provided that such exclusion is not detrimental to effective competition for the provision of the Services, in the opinion of the ECOWAS, or 2. Pursuant to a decision taken by the United Nations Security Council under Chapter VII of the United Nations Charter, the country of the ECOWAS entity prohibits any payment to natural or legal persons from this country. |
| **vs. Restrictions applicable to Businesses public** | 6.3.3 Public enterprises or institutions from the ECOWAS Entity country are eligible to participate and be awarded a contract if they can establish: (i) that they enjoy legal and financial autonomy; (ii) that they are managed according to the rules of commercial law; and (iii) they are not bodies under the supervision of the Contracting Authority. |
| **d. Restrictions applicable to public officials** | 6.3.4 public officials and personal civil servants of the country of the ECOWAS entity cannot appear in the staff of a consultant, in a proposal except in the case where:  (i) the services of the public official or civil servant are unique in nature and their participation is critical to the execution of the Project, and  (ii) their recruitment would not create a conflict of interest, nor conflict with the regulatory or legal provisions of the country of the ECOWAS entity, particularly in matters of employment. |
| **e. Exclusion by the CA** | 6.3.5 A firm, or a firm whose one of the members is sanctioned by the ECOWAS Institutions and/or by one of the ECOWAS States will not be admitted to participate in this process. |
| B. Preparation of Proposals | |
| 7. General considerations | 7.1 While preparing the Proposal, the Consultants are expected to review the RFP in detail. If the information required by the RFP is incomplete or incorrect, the Proposal may be rejected. |
| 8. Proposal preparation costs | 8.1 The Consultant will bear all costs relating to the preparation and submission of its Proposal, and the Contracting Authority is in no way responsible or liable for these costs, regardless of the progress or results of the process. Selection. The Contracting Authority is under no obligation to accept any Proposal and reserves the right to cancel the selection procedure at any time before award of the Contract, without thereby incurring any liability in respect of Consultants. |
| 9. Language | 9.1 The Proposal and all correspondence and documents relating to the Proposal exchanged between the Consultant and the Contracting Authority will be drawn up in the language indicated in the **Data Sheet** . |
| 10. Constituent Documents of the Proposal | 10.1 The Proposal must contain the documents and forms listed in the **Special Data** .  10.2 If stipulated in the **Particulars** , the Consultant will be required to provide a declaration by which he undertakes to present his Proposal and to execute the possible contract in compliance with the laws of the country of the contracting authority concerning fraud and corruption (including illicit payments).  10.3 The Consultant will provide information on any commissions and fees paid or expected to be paid to agents in connection with the Proposal and the execution of the contract if awarded to the Consultant, as requested in the Financial Proposal Form (Section 4 ). |
| 11. Only One Proposal | 11.1 The Consultant (including associated partners) may only submit one Proposal, in their own name or in association. If a Consultant (including an association partner) submits or participates in more than one proposal, those proposals will be rejected. However, this does not exclude the participation of the same Subcontractor, including individual experts, in more than one proposal when the circumstances justify it and if this is permitted in the **Specific Data** . |
| 12. Validity of Proposals | 12.1 The Proposal must be valid for the number of days indicated in the **Special Data** from the deadline for submission of proposals.  12.2 During this period, the Consultant must maintain its original Proposal without any changes, including the proposed key personnel, rates and total price proposed.  12.3 If it is established that key personnel named in a Consultant's Proposal were not available at the time of submission of the Proposal, or had been mentioned without said personnel having confirmed their agreement to appear in said Proposal, the Proposal will be rejected and will not be evaluated, and the Consultant may be subject to sanctions in accordance with Article 5 above. |
| **has. Extension  of the  validity period** | 12.4 The Contracting Authority will use its best efforts to complete the negotiations within the period of validity of the Proposal. However, if necessary, it may request in writing the Consultants who have submitted a Proposal to extend the validity of their Proposal.  12.5 If the Consultant agrees to extend the validity period of its Proposal, it must do so without modifying its initial Proposal and it must confirm the availability of key personnel, subject to the provisions of article 12.7 of the IC.  12.6 The Consultant has the right to refuse the extension of the validity of his Proposal, in which case the latter will not be further considered. |
| **b. Replacement of key personnel during  validity extension** | 12.7 If key personnel are no longer available during the Proposal extension period, the Consultant must provide written justification and necessary evidence, to the satisfaction of the Contracting Authority, in support of the request for replacement. In such a case, the proposed replacement must have qualifications and experience similar to or greater than those of the initially proposed personnel. However, the technical score will remain that awarded during the evaluation of the CV of the key personnel initially proposed.  12.8 If the Consultant does not propose a replacement with qualifications and experience similar to or greater than those of the original personnel, or if the reasons and/or justifications provided in support of the replacement request are not acceptable to the Consultant contracting authority, its Proposal will be rejected. |
| **vs. Subcontracting** | 12.9 The Consultant cannot subcontract all of the Services, subject to the Specific Data. |
| 13 . Clarifications and modifications to the  RFP documents | 13.1 The Consultant may obtain clarification on any part of the RFP no later than the number of days before the proposal submission deadline indicated in the **Data Sheet** . The request for clarification must be sent in writing, or by secure electronic means, to the address of the Contracting Authority indicated in the **Specific Data** . The Contracting Authority will respond in writing, or by secure electronic means, to the request for clarification. He will send a copy of his response (indicating the question asked but without mentioning the author) to all Consultants on the shortlist. If it deems it necessary to modify the RFP following the requested clarifications, it will do so in accordance with the procedure stipulated below:  13.1.1 At any time before the deadline for submission of proposals, it may modify the RFP in writing or by electronic means. The amendment will be sent to all Consultants on the shortlist and will be binding. Shortlisted Consultants must acknowledge receipt of the amendment in writing.  13.1.2 If the modification is significant, the contracting authority may extend the deadline for submission of proposals in order to give the Consultants on the shortlist sufficient time to take the modification into account in their Proposal.  13.2 The Consultant may submit a modified Proposal or amendment at any time before the deadline for submission of proposals. No modification of the Technical Proposal or the Financial Proposal will be accepted after the deadline for submission of proposals. |
| 14. Preparation of proposals – Specific remarks | 14.1 In preparing the Proposal, the Consultant must pay particular attention to the following considerations :   * + 1. The Consultant appearing on the shortlist who considers that he can strengthen the expertise necessary for the mission by joining forces with one or more consultant(s) in the form of a group or subcontracting, can do so with: (i ) a consultant(s) not on the shortlist, or (ii) a consultant(s) on the shortlist if this is permitted in the Specific **Data** . In both cases, a shortlisted Consultant must obtain approval from the Contracting Authority before submitting its Proposal in association. When associating with a consultant not appearing on the restricted list in the form of a grouping or subcontracting, the Consultant appearing on the restricted list must be the leader. If consultants on the shortlist partner together, any one may be lead.     2. The contracting authority may provide an estimate of the amount or working time of key personnel (expressed in expert-months) in the **Special Data** . This estimate is indicative and the Proposal must be based on the Consultant's estimate of staff working time.     3. If this is specified in the **Special Data,** the Consultant must include in his Proposal at least the duration of key personnel services (expressed in the same unit of measurement stipulated in the Special Data), failing which the Financial Proposal will be adjusted to the needs of the comparison of proposals and the award decision, in accordance with the procedure indicated in the **Specific Data** .     4. For the Selection method within the framework of a determined budget, the estimated working time of key personnel is not disclosed. The total available budget, excluding taxes, is indicated in the **Specific Data** , and the Financial Proposal must not exceed the indicated budget. |
| 15. Format and content of the Technical Proposal | 15.1 The Technical Proposal must be prepared using the Standard Forms in Section 3 of the RFP and include all documents listed in the **Specific Data** . The Technical Proposal must not include any financial information. A Technical Proposal containing significant financial information will be declared non-compliant.  15.1.1 The Consultant must not propose several key personnel for the same position. Only one CV must be submitted for each key personnel position, otherwise the proposal will be rejected for non-compliance.  15.2 Depending on the nature of the assignment, the Consultant must provide a Complete Technical Proposal (PTC) or a Simplified Technical Proposal (PTS) as specified in the **Specific Data** , using the forms provided in Section 3 of the RFP. |
| 16. Financial proposal | 16.1 The Financial Proposal must be established using the forms in Section 4 of the RFP. It must indicate all costs relating to the mission, including (a) remuneration of key personnel and other personnel, (b) other costs mentioned in the **Specific Data** . |
| **has. Price review** | 16.2 For assignments of duration exceeding eighteen (18) months, a remuneration price review provision to reflect international and/or national inflation will be used, if indicated in the Specific **Data** . |
| **b. Taxation** | 16.3 The Consultant and its subcontractors must assume responsibility for the tax obligations arising from the Contract, unless otherwise stated in the **Special Data** . Information on the tax regime in force in the country of the ECOWAS entity is provided in the **Specific Data** . |
| **vs. Currency of the Proposal** | 16.4 The Consultant may quote the price of the Services in the currency(ies) indicated in the **Special Data** . If indicated in the **Particulars** , the part of the price corresponding to costs incurred in the country of the procuring entity must be indicated in the national currency of the country. |
| **d. Payment currency** | 16.5 Payments under the Contract will be made in the currency(ies) specified in the Proposal. |
| C. Submission, Opening and Evaluation of Proposals | |
| 17. Submission, sealing and marking of proposals | 17.1 The Consultant must submit a complete and signed Proposal, including all the documents indicated in article 10 (Proposal Documents). The Consultant will mark as “CONFIDENTIAL” any information contained in their Proposal that is confidential in the context of their activity. This may consist of business intelligence, trade secrets or sensitive commercial or financial information. The Proposal can always be delivered by mail or delivered in person. When the **Specific Data** so provides, the Consultant may submit his Proposal electronically.  17.2 An authorized representative of the Consultant must sign and initial all pages of the original Technical Proposal and, if applicable, the Financial Proposal. His authorization is confirmed by a written power of attorney attached to the Technical Proposal establishing that the representative has been duly authorized to sign.  17.2.1 The Proposal for a group must be signed by all the partners, so as to legally bind them; or by an authorized representative with a written power of attorney signed by the authorized representatives of all the partners of the group.  17.3 Any modification, addition between the lines, erasure or overprinting, to be valid, must be signed or initialed by the person signing the Proposal.  17.4 The signed Technical Proposal and Financial Proposal must be marked “ORIGINAL” or “COPY”, as applicable. The number of copies requested is indicated in the **Special Data** . Copies must reproduce the signed original. In the event of differences between the copies and the original, the original will prevail.  17.5 The original and copies of the Technical Proposal must be placed in a sealed envelope clearly marked “ **TECHNICAL PROPOSAL** , *[name of mission]* ”, *[No. reference]* , *[name and address of Consultant]* , and a warning “ **DO NOT OPEN BEFORE *[INSERT DATE AND TIME SET FOR THE DEADLINE DATE AND TIME FOR SUBMISSION OF PROPOSALS]”*** .  17.6 Likewise, the original and copies of the Financial Proposal will be placed in a sealed envelope marked “ **FINANCIAL PROPOSAL** ” *[name of mission]* ”, *[No. reference]* , *[name and address of Consultant]* , and a warning “ ***DO NOT OPEN AT THE SAME TIME AS THE TECHNICAL PROPOSAL*** ”.  17.7 These two sealed envelopes containing the Technical Proposal and the Financial Proposal will themselves be placed in an outer sealed envelope. This outer envelope must bear the address for submission of proposals, reference number of the RFP, the name and address of the Consultant, and a warning “Do not open before [ *insert the deadline for submission of the Proposals mentioned in the Special Data]* ”.  17.8 If the envelopes and packages containing the proposals are not sealed and marked as stipulated, the Contracting Authority will not be responsible in any way if the Proposal is misplaced or opened prematurely.  17.9 The Proposal and any amendments must be received by the Contracting Authority at the address and no later than the date and time specified in the **Data Sheet** , as extended from time to time. A Proposal received by the Contracting Authority after the deadline for submission of proposals will be declared untimely, discarded and returned to the Consultant unopened. |
| 18. Confidentiality | 18.1 From the opening of the Proposals until the award of the Contract, the Consultant must not contact the contracting authority for any reason relating to the Technical Proposal and/or the Financial Proposal. No information relating to the evaluation of the Proposals or the recommendation for award will be disclosed to the consultants who submitted a proposal, nor to any other person not concerned by the said procedure until the Notification of the intention to award the Contract has been completed. will not have been carried out. As an exception to this rule, the contracting authority must notify the Consultants of the results of the evaluation of the Technical Proposals.  18.2 Any attempt made by a shortlisted Consultant, or a person acting on behalf of the Consultant, to improperly influence the Contracting Authority in the evaluation of proposals or in the award decision may result in the rejection of his proposal.  18.3 Notwithstanding the above provisions, between the time the proposals are opened and the award of the Contract is published, if the Consultant wishes to contact the contracting authority for any reason relating to the selection procedure, he must do so in writing. |
| 19. Opening of Technical Proposals | 19.1 The Contracting Authority will open the Technical Proposals in the presence of designated representatives of the consultants who wish to attend (in person, or online if this option is offered in the **Special Data** ). The date, time and address are indicated in the **Specific Data** . Financial Proposals will remain sealed and will be placed under seal until opened.  19.2 When opening Technical Proposals, the following information will be read aloud : (i) the name and country of the Consultant, or in the case of a consortium, the name of the consortium, that of the leader and the names and countries of all partners in the grouping, (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 of proposals, and ( iv ) any other information that the contracting authority may deem useful to include or as indicated in the **Specific Data** . |
| 20. Evaluation of proposals | 20.1 In accordance with Article 15.1 of the IC, the persons responsible for evaluating the Technical Proposals only have access to the Financial Proposals following the technical evaluation,  20.2 The Consultant is not authorized to alter or modify its Proposal in any way after the deadline for submission, subject to the provisions of Article 12.7. To evaluate the Proposals, the Contracting Authority will rely solely on the Technical Proposal and the Financial Proposal, as submitted. |
| 21. Evaluation of Technical Proposals | 21.1 The evaluation committee appointed by the contracting authority 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 Specific **Data** . Each compliant proposal will receive a technical score. Proposals that fail to meet significant aspects of the RFP or receive a score lower than the minimum technical qualification score specified in the **Data Sheet** will be rejected. |
| 22. Financial proposals  for SQC | 22.1 In the event of Selection based on technical quality only, and after ranking of the technical Proposals, the Consultant having obtained the highest score is invited to negotiate the Contract.  22.2 If the Financial Proposal was requested with the Technical Proposal, only the Financial Proposal of the Consultant having obtained the highest technical score is opened by the evaluation committee designated by the contracting authority. All other Financial Proposals will be returned unopened after contract negotiations have been successfully concluded and the contract has been signed. |
| 23. Opening of financial proposals in public session  (for SFQC, SBD and SMC methods) | 23.1 At the end of the technical evaluation and after approval of the corresponding report, the contracting authority 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 following information:   1. their Proposal was deemed non-compliant with the RFP or the Terms of Reference, or did not obtain the minimum technical qualification score; 2. by providing them with the overall technical score and the scores for each of the criteria and sub-criteria awarded ; 3. their Financial Proposal will be returned to them without having been opened at the end of the selection and Contract award process.   23.2 The contracting authority, at the same time, notifies in writing the consultants whose proposals have been found to comply with the RFP and the Terms of Reference, and have obtained the minimum technical qualification score by providing them with the following information:   * + 1. their Proposal was judged to comply with the RFP and the Terms of Reference, and obtained the minimum technical qualification score;     2. by providing them with the overall technical score and the scores for each of the criteria and sub-criteria awarded;     3. their Financial Proposal will be opened in a public opening session of Financial Proposals; And     4. informing them of the place, date and time of opening of the Financial Proposals and inviting them to do so.   23.3 The opening date for Financial Proposals shall be set to enable Consultants to make arrangements to attend and should not be set earlier than five (5) working days following the date of notification of the results of the Financial Proposals. technical evaluation, as described in articles 23.1 and 23.2 of the IC.  23.4 The Consultant's participation in the opening of Financial Proposals (in person, or online if this option is offered in the **Specific Data** ) is optional and is left to the Consultant's choice.  23.5 Financial Proposals are opened by the contracting authority in the presence of representatives of the consultants whose Proposal has obtained the minimum technical qualification score. During the opening, the name of the Consultant, the technical notes, including details by criteria, are announced out loud. Then the Financial Proposals are examined to ensure that they have been kept sealed and have not been opened. They are then opened and each total price proposed is read aloud and recorded in writing. The contracting authority draws up a report ‑of the meeting and sends a copy to all Consultants who submitted a Proposal. |
| 24. Fixing Errors | 24.1 Activities and elements described in the Technical Proposal but not costed in the Financial Proposal will be deemed to be covered by the price of other activities or elements, and no correction will be made to the Financial Proposal. |
| **has. Contracts paid for time spent** | 24.1.1 In the event that a time-based contract is included in the RFP, the evaluation committee of the ECOWAS entity will: (a) rectify any calculation errors, and (b) adjust the prices in the event of difference with the quantities of inputs appearing for each activity 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 indicated in figures, the first will prevail. If there is a contradiction between the Technical Proposal and the Financial Proposal regarding the quantities of inputs, the Technical Proposal will prevail and the evaluation committee of the contracting authority will modify the quantity shown in the Financial Proposal in order to bring it into conformity with the quantity appearing in the Technical Proposal, by applying the corresponding unit price of the Financial Proposal to the rectified quantity, and will rectify the total price of the Proposal. |
| **b. Flat-rate contracts** | 24.1.2 In the event that a lump sum contract is included in the RFP, the Consultant is deemed to have included the price of all necessary inputs in its Financial Proposal, such that no error correction or price adjustment will be done. The total price, excluding taxes as indicated in Article 25, offered in the Financial Proposal (Form FIN – 1) will be deemed to be the price offered. In the event of a difference between the amount indicated in words and that indicated in figures, the first will prevail. |
| 25. Taxes | 25.1 The evaluation by the ECOWAS entity of the Financial Proposals of the Consultants will exclude taxes and duties in accordance with the instructions contained in the **Special Data** . |
| 26. Conversion into a single currency | 26.1 For the purposes of evaluation and comparison, prices will be converted into a single currency, using the selling exchange rate, source and date indicated in the **Particulars** . |
| 27. Combined assessment of quality and cost |  |
| **has. Quality and Cost Based Selection (QBSS)** | 27.1 In the case of SFQC, the total score will be obtained by adding the technical and financial scores, after introducing a weighting according to the formula and the indications appearing in the **Special Data** . The Consultant having presented the most advantageous Proposal, i.e. having obtained the highest combined technical and financial score, will be invited to negotiate a contract. |
| **b. Selection within the framework of a Determined Budget (SBD)** | 27.2 In case of S BD, Proposals exceeding the budget indicated in Clause 14.1.4 of the **Special Data** are rejected.  27.3 The contracting authority retains the Consultant who submitted the Proposal having presented the most advantageous Proposal, i.e. the highest ranked technical Proposal within the limits of the budget indicated in the RFP and invites this Consultant to negotiate the Contract . |
| **vs. Least Cost Selection (LSC)** | 27.4 In the event of Least Cost Selection (LCS), the contracting authority selects the Consultant who presented the most advantageous Proposal, i.e. the Least Cost Proposal evaluated among those which obtained the minimum technical score required. , and invites this Consultant to negotiate the Contract. |
| D. Negotiations and award of the Contract | |
| 28. Negotiations | 28.1 Negotiations take place at the address indicated in the **Special Data** with the representative(s) of the Consultant who must have written power of attorney authorizing them to negotiate and sign the Contract on behalf of the Consultant.  28.2 The contracting authority prepares a negotiation report which is signed by it and the authorized representative of the Consultant. |
| **has. Availability of key personnel** | 28.3 The Consultant invited to negotiate must confirm the availability of key personnel prior to the start of negotiations, or where applicable, propose a replacement in accordance with Article 12. If the Consultant does not confirm the availability of key personnel. The contracting authority may reject the Consultant's Proposal and proceed to negotiate a Contract with the next Consultant in the ranking of proposals.  28.4 Notwithstanding the above, the replacement of key personnel during negotiations may only be considered in circumstances beyond the control of the Consultant and unforeseeable by the latter, including in the event of death or incapacity for medical reasons. In this case, the Consultant must propose replacement key personnel within the period indicated in the letter inviting it to negotiate the Contract, presenting qualifications and experience similar to or superior to those of the personnel initially proposed. |
| **b. Technical negotiations** | 28.5 The negotiations include a discussion of the Terms of Reference, the proposed methodology, the services to be provided by the contracting authority, the specific conditions of the Contract, and the finalization of the “Description of Services” which forms part of the Contract. These discussions will not significantly modify the initial Terms of Reference, nor the conditions of the contract, to avoid affecting the technical quality of the final product, its cost, and the relevance of the evaluation of the Proposal. |
| **vs. Price negotiations** | 28.6 The financial negotiations will aim to clarify the tax obligations of the Consultant in the country of the ECOWAS entity and how this will be taken into account in the Contract.  28.7 If the selection method took price into account as an evaluation criterion, the total price cannot be negotiated for a fixed-rate contract.  28.8 In the case of time-based contracts, staff remuneration cannot be negotiated, except where staff remuneration is offered at levels much higher than those usually charged by consultants for similar contracts. In such a case, the contracting authority has the right to request clarification and, if the rates are very high, to request changes in remuneration after consultation with the CA. The format for: (i) provision of information on rates of pay in the case of Selection based on Technical Quality only, or (ii) clarification of rates of pay under this Article 28.8 of the CI is provided in the Annex A of Form FIN-3: Financial Negotiations – Breakdown of Remuneration Rates. |
| 29. Conclusion of negotiations | 29.1 The negotiations must conclude with the examination of the draft contract, which will be endorsed by the contracting authority and the authorized representative of the Consultant.  29.2 If negotiations fail, the Contracting Authority shall inform the Consultant in writing of the unresolved aspects and reasons for disagreement and provide the Consultant with a final opportunity to respond . If the disagreement persists, the contracting authority ends the negotiations and informs the Consultant of all the reasons leading to this decision. The Contracting Authority will then invite the next Consultant in the ranking of proposals to negotiate a Contract. Previous negotiations cannot be reopened once negotiations with the next Consultant have been initiated. |
| 30. Waiting period | 30.1 The Contract will not be awarded until the completion of the waiting period. The waiting period will be fifteen (15) days subject to extension in accordance with article 33 of the IC. The waiting period begins the day after the day on which the contracting authority sends the Notification of intention to award the Contract to each consultant. When only one proposal has been submitted, or if the procurement is in response to an emergency situation, the waiting period will not apply. |
| 31. Notification of intention to award | 31.1 The Contracting Authority must transmit to all Consultants whose Financial Proposal has been opened, the Notification of its intention to award the Contract to the successful Consultant. The Notification of intention to award the Contract must contain at least the following information:  (a) the name and address of the Consultant with whom the Contracting Authority has successfully negotiated a contract;  (b) the Contract Amount with the successful Consultant;  (c) the names of all Consultants on the shortlist, indicating those who submitted a proposal,  (d) where the selection method provides for it, the price of their proposals as announced when the proposals were opened and the corresponding evaluated cost;  (e) the total technical score and the details of the score by criterion and sub-criterion for each candidate ;  (f) the combined final score and ranking of the candidates ;  (g) a statement indicating the reason(s) for which the unsuccessful Consultant's Proposal was not accepted, unless the information in (f) above reveals the reason ;  (h) the expiration date of the waiting period ; And  ( i) instructions regarding the submission of a debriefing request and/or appeal during the waiting period. |
| 32 . Notification of Contract Award | 32.1 At the expiration of the waiting period indicated in Article 30.1 of the IC and as extended from time to time, and after the satisfactory processing of any appeal filed during the waiting period, the Contracting Authority will notify the Consultant retained the confirmation of the award by asking him to sign and return the contract as negotiated within eight (8) working days from receipt of the notification. If indicated in the Specific Data, the Contracting Authority will also request the successful Consultant to provide the Disclosure Form [of beneficial owners](http://context.reverso.net/traduction/francais-anglais/des+b%C3%A9n%C3%A9ficiaires+effectifs) 1  Notification of Contract Award  Within 15 working days from the award notification, the Contracting Authority will publish the award notification which must contain, at a minimum, the following information:  (a) the name and address of the Contracting Authority;  (b) the title and reference of the contract being awarded, as well as the selection method used;  (c) the name of all Consultants who submitted a proposal, the price of their offers as announced at the time of bid opening and the estimated cost of each of the offers;  (d) the names of Consultants whose proposals were rejected, or whose proposals were not evaluated and the reason thereof;  (e) the name of the successful Consultant, the final total amount of the Contract, the duration of execution and a summary of the subject matter of the Contract; And  (f) the Disclosure Form [beneficial owners](http://context.reverso.net/traduction/francais-anglais/des+b%C3%A9n%C3%A9ficiaires+effectifs) if this is indicated in the Special Data IC 32.1 .  32.2 The notification of award will be published on the free access website of the Contracting Authority, or in at least one national newspaper of general circulation in the ECOWAS country(ies), or in the official newspaper. |
| 33. Debriefing by the AC | 33.1 After having received from the Contracting Authority, the Notification of the intention to award the Contract mentioned in article 31.1 of the I C, an unsuccessful Consultant has three (3) working days to request a debriefing, by request written addressed to the AC. The CA must grant a debriefing to any unsuccessful consultant who requests one within this deadline.  33.2 When a request for debriefing has been submitted within the prescribed time limit, the Contracting Authority will grant the debriefing within five (5) working days unless it decides to grant the debriefing later, for a reason justified. In such a case, the waiting period will be automatically extended up to five (5) business days after the debriefing has taken place. If multiple debriefings are thus delayed, the waiting period will be extended up to five (5) business days after the last debriefing has taken place. the Contracting Authority will inform all Consultants by the most expeditious means of the extension of the waiting period.  33.3 When the request for debriefing in writing is received by the Contracting Authority after the period of three (3) working days, the CA must grant the debriefing as soon as possible, and normally no later than within fifteen (15) working days. days following publication of the notification of award of the Contract. A debriefing request received after the deadline of (3) working days will not give rise to an extension of the waiting period.  33.4 The debriefing may be oral or in writing. A Consultant requesting a debriefing must bear all related expenses. |
| 3 4. Award of the Contract | 34.1 The Contract must be signed before the expiration of the validity period of the Proposal, and promptly after the expiration of the waiting period indicated in article 30.1 of the IC and as extended if applicable, and after processing satisfied with any appeal filed during the waiting period.  34.2 The Consultant is expected to begin executing the assignment on the date and location specified in the **Data Sheet** . |
| 35. Complaint regarding Procurement | 35.1 The procedures for submitting a Procurement Complaint are set out in the **Particulars** . |

**Section 2 . Instructions to Consultants**

**Special data**

*[The “ Notes for the CA ”, placed in square brackets in the document, are intended to assist the CA in drafting the Specific Data; they should not be maintained in the final RFP which will be sent to the Consultants on the shortlist* . *]*

*[If the use of an electronic platform is planned, modify the relevant parts of the Specific Data for this purpose]*

|  |  |
| --- | --- |
| **ITC  Reference** | **A. General provisions** |
| **1(b)** | The date of the applicable Rules is: *[insert date of applicable version]* |
| **1 C)** | *[ insert country if different from the country of the CA Note that the country of law applicable in the contract must then be the same]* |
| **1 (l)** | *[delete if not applicable]*  The CA will use the following electronic system for the purposes of the selection procedure:  ***[insert system title and url address and link]***  The electronic system will be used for the following aspects of the procedure:  ***[insert a description of the aspects of the procedure: sending the RFP, submitting proposals, opening proposals, etc. and insert the necessary details to describe the procedure]*** |
| **2.1** | **CA name:**  **Selection mode:** in accordance with the applicable Rules:  Procurement Rules **applicable** to ECOWAS entities *[insert date of applicable version]* |
| **2.2** | **The Financial Proposal must be submitted at the same time as the Technical Proposal:**  Yes No  **The designation of the mission is:** |
| **2.3** | A preparatory conference for submitting proposals will take place:  Yes *or* No  *[If “Yes”, fill in the following:]*  Date of the preparatory conference:  Time :  Address :  Telephone: Fax:  E-mail :  Contact person/conference coordinator *: [insert name and title]* |
| **2.4** | **The CA will provide inputs, project information, reports, etc. below to assist in the preparation of the Proposals:**  *[list or indicate “Not applicable”, if applicable]* |
| **4.1** | *[If the selection gives rise to the risk of a “competitive advantage”, explain what is planned to remedy this, including indicating the list of reports, information, documents, etc. and indicating the source(s) ) where they can be obtained or downloaded by Consultants on the restricted list]* |
| **6.3.1** | **The list of companies or individuals excluded by ECOWAS is available at xxxxxxxxxxxxxxxxxxxxx** |
|  | |
| **9.1** | **The Request for Proposal is written in the language:** .  *[The working languages of ECOWAS are English, French AND Portuguese.]*  *[If the RFP is prepared in two languages add the following text:*  In addition, the RFP is translated into the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ language *[insert the national language or the language used for commercial transactions] [if there is more than one national language, add “and into the \_\_\_\_\_\_\_\_\_\_\_\_ language” [insert the second language.* The Consultant has the choice of submitting his Proposal in one of the above languages. In this case, the contract signed with the successful Consultant will be drawn up in the language in which the Proposal was submitted, in which case said language will govern the contractual relations between the CA and the successful Consultant.]  *[ If the country of the CA required that contracts with local businesses be signed in the national language only, add the following text:*  The Consultants nationals will have to submit a proposal in \_\_\_\_\_\_\_\_\_\_\_ *[national language]* in order to sign the contract ( if awarded) in accordance with the requirements of *[ insert reference to national legislation / regulation national / law ]*  *[ If the RFP is prepared in one language only, add the following text: ]*  **The Consultant must submit his Proposal in** \_\_\_\_\_\_\_\_\_\_\_ *[insert language chosen in accordance with the applicable Rules]* .  **Correspondence exchanged will be in the language** \_\_\_\_\_\_\_\_\_\_\_ *[insert language chosen in accordance with the applicable Rules].* |
| **10.1** | **The Proposal must contain:**  **In the case of a COMPLETE TECHNICAL PROPOSAL (PTC):**  **1st inner envelope containing the Technical Proposal:**   * + - * 1. Power of the signatory of the Proposal         2. TECH-1         3. TECH-2         4. TECH-3         5. TECH-4         6. TECH-5         7. TECH-6   **In the case of a SIMPLIFIED TECHNICAL PROPOSAL (PTS):**  **1st inner envelope containing the Technical Proposal:**   1. Power of the signatory of the Proposal 2. TECH-1 3. TECH-4 4. TECH-5 5. TECH-6   AND  **2nd inner envelope containing the Financial Proposal :**   1. END-1 2. END-2 3. END-3 4. END-4 5. Consultant's Declaration (if required by Special Data 10.2 below) |
| **10.2** | **A declaration from the Consultant committing to respect ECOWAS rules against fraud and corruption is required**  Yes or no \_\_\_\_\_\_\_\_\_\_  *[If “yes”, ensure that paragraph (e) is included in Form TECH-1]* |
| **11.1** | **The participation of the same Subcontractor, including individual experts, in more than one proposal is permitted.**  Yes or no \_\_\_\_\_\_\_\_\_\_ |
| **12.1** | **The Proposal must be valid** **during** *[ insert number of days, normally between 30 and 90 days]* **calendar days following the deadline for submission of proposals (i.e. until *:*** *[ insert date ]* **).** |
| **13.1** | **The request for clarification must be addressed** *[insert number]* **days at the latest, before the deadline for submission of proposals.**  The address of the CA for clarification is:    Fax: Email: |
| **14.1.1** | **Consultants on the shortlist may partner with**  **(a) one consultant(s) not on the shortlist:**  Yes or no \_\_\_\_\_\_\_\_\_\_  **Or**  **(b) any other consultant on the shortlist:**  Yes or no \_\_\_\_\_\_\_\_\_\_ |
| **14.1.2** *[not to be used for the Selection Method within the framework of a specific budget]* | *[If this provision is not used, indicate, “Not applicable”. If used, insert the following:*  **Estimated working time of key personnel: \_\_\_\_\_\_\_\_\_\_\_expert-month.**  *[* ***OR*** *]*  **Estimated total cost of the mission : \_\_\_\_\_\_\_\_\_\_\_**  *[Indicate only the estimated working time (expert-months) or the total cost, but not both]* |
| **14.1.3** *[Only for a contract paid for time spent]* | *[If this provision is not used, indicate, “Not applicable”. If used, insert the following:*  **The Consultant must include in his Proposal at least the duration of key personnel services of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_expert-month.**  **If the Proposal includes a duration of key personnel intervention less than the above, the Financial Proposal will be adjusted, for the purposes of evaluation and comparison of proposals only, the missing service duration (expressed in expert-months). ) will be evaluated as follows:**  **The missing service period will be multiplied by the highest remuneration for key personnel appearing in the Consultant's proposal and the product will be added to the total remuneration. If the Proposal indicates a duration of service greater than the minimum requested, no adjustment will be made in this regard.]** |
| **14.1.4 and  IC 27.2** *[use for the Selection Method within the framework of a determined budget]* | **The total budget available for this mission within the framework of a determined budget is: \_\_\_\_\_\_\_\_\_\_\_ ( *taxes included or excluded* ). Proposals exceeding this total available budget will be rejected.**  *[if taxes are included, indicate estimate separately]* |
| **15.2** | The Consultant must provide a Complete Technical Proposal (PTC) : \_\_\_\_\_\_\_\_) or a Simplified Technical Proposal (PTS) \_\_\_\_\_\_\_\_\_\_ *[check which format is applicable]*  Submission of a Technical Proposal in the incorrect format may result in rejection of the Proposal for non-compliance with the requirements of the RFP. |
| **16.1** | *[A typical list is provided below as a guide. Elements not applicable to the mission must be deleted, others can be added. If the CA wishes to set unit rate ceilings for certain expenses, these ceilings must be indicated in the FIN Form*  *(1) a daily allowance (per diem), hotel costs included, paid to each member of the Staff for each day of absence from headquarters due to the performance of the Services ;*  *(2) transportation costs using the most appropriate means of transportation and by the most direct round-trip route ;*  *(3) office establishment costs, including overhead and support costs*  *(4) communications costs ;*  *(5) the costs of purchasing, renting and transporting equipment, instruments and supplies necessary for the performance of the Services ;*  *(6) reproduction costs (including printing) and delivery of reports and plans intended for the CA;*  *(7) Other costs, if applicable , and provisional or lump sum amounts (if applicable)]*  *(8) [insert types of authorized expenses, if applicable ]* |
| **16.2** | **The price revision of the remuneration is planned:**  Yes or no \_\_\_\_\_\_\_\_\_\_\_  *[this provision applies to Time-Based Contracts lasting more than 18 months. In exceptional circumstances, it may also apply to fixed-rate contracts lasting more than 18 months.]*  *[If “yes”, specify whether this applies to inflation of prices payable in foreign and/or national currency]* |
| **16.3** | *[ If the CA has obtained a tax exemption applicable to the Contract, insert:]* **“The CA has obtained an exemption applicable to the Contract, concerning the payment of \_\_\_\_\_\_\_\_\_\_\_** *[ insert description of duties and taxes subject to exemption, e.g. VAT, or indirect local taxes, etc.]* **in the country of the CA in accordance with** *[insert reference to the official source which established the exemption* ***].***  *[ If no exemption applies in the CA country, insert the following:*  “ **Information on the tax regime applicable to the Consultant can be obtained at** *[insert reference to applicable official source]. »* |
| **16.4** | **The Financial Proposal will be expressed in the following currencies:**  The Consultant may formulate the price of the Services in the currency(ies) of his choice without, however, exceeding three foreign currencies.  **The Financial Proposal must indicate the costs incurred in the CA country in the currency of that country (national currency):**  Yes or no\_\_\_\_\_\_\_\_\_. |
| **C. Submission, opening and evaluation of Proposals** | |
| **17.1** | **The Consultant *[insert “may” or “may not”]* submit their Proposal electronically.**  *[ If “yes”, insert:* ***The procedure for submitting the Proposal electronically is as follows:*** *[describe the procedure for submission.]* |
| **17.4** | **The Consultant must submit:**  (a) **the Technical Proposal in:** one (1) original and *[Insert number]* copies;  (b) **the Financial Proposal in:** one (1) original. |
| **17.7 and 17.9** | **Proposals must be received by the CA no later than the following date and time:**  **Date:** \_\_\_\_ *day/month/year*  **Time:** \_\_\_\_ *[insert time in standard format]*  *[If applicable, add the translation of the warning to be placed on the outer envelope [“Do not open before…”] into the national language]*  ***[ Note to the CA : The time allowed for the preparation and submission of Proposals must be guided by the particular circumstances of the project and the scale and complexity of the mission. The deadline granted should be at least thirty (30) working days, unless the CA agrees to a reduced deadline]***  **The address for submitting Proposals is:** |
| **19.1** | **The option of opening Technical Proposals “online” is offered:** Yes or no \_\_\_\_\_\_\_\_  *[If “yes”, insert* ***“The online opening procedure is:”*** *[describe the procedure for opening Technical Proposals online.]*  **The opening of Technical Proposals will take place at:**  *[Insert:* ***“same address as that of submission of Proposals”*** *OR insert and complete the following:*  Address :  Floor, office No:  City :  Country :  **Date** : the same as the filing deadline indicated on 17.7.  **Time :** *[insert time in standard format, for example, “4:00 p.m. local time”*  *[The time should**be immediately after the deadline for submission of Proposals]* |
| **19.2** | **In addition, the following information will be read aloud when opening Technical Proposals**  *[insert “Not applicable” or indicate additional information that will be read aloud and recorded in the minutes of opening of Technical Proposals]* |
| **21.1** *[for PTC]* | Criteria, sub-criteria , and point system for the evaluation Technical Proposals Complete (PTC):  Points   1. **A specific experience of the Consultant relevant  for the mission :** *[0 –10]* 2. **Adequacy and quality of the proposed methodology, and  work plan corresponding to the terms of reference** *[20 – 50]*   *[ Note for the Consultant : The CA will evaluate the clarity of the proposed methodology, whether it meets the ToR , whether the work plan is realistic and achievable, whether the overall composition of the team is balanced and has adequate additional expertise, and whether the work plan provides for adequate contributions by experts]*   1. **Qualifications of Key Personnel and skills for the mission:**   *[ Note to the Consultant : Each of the positions corresponds to the list of key personnel in Form TECH-6 to be prepared by the Consultant]*   1. *Position PC-1:* Head of Mission *[Insert points]* 2. *Position PC-2: [Insert position title]*  *[Insert points]* 3. *Position PC-3: [Insert position title]*  *[Insert points]*   **Total points for criterion (iii):**  ***[30*** *–* ***60]***  The number of points to be attributed to each of the positions above must be determined taking into account three sub-criteria and weighting coefficients relevant:   1. **General Qualifications ( general education, training and experience) :** *[insert weighting between 10 and 20%]* 2. **Suitability for the mission:** *[insert weighting between 60 and 80%]* 3. **Experience in the region and language** *[Insert weighting between 0 and 10%]*   **Weighting total:**  100%   1. **Knowledge transfer program (training) (relevance of approach and methodology)** *[Insert points]*   **Total points for criterion (iv):**  *[ 0 – 10]*   1. **The participation of national experts as**   **Key personnel offered** *[ 0 – 10]*  *[ do not exceed 10 points] [The sub- criteria will not be provided. Score to be calculated based on the percentage of working time of national key personnel to the total working time of key personnel in the Consultant's Technical Proposal]*  **Total points for the 5 criteria *:* 100**  **The minimum technical qualification score (Nt) is:**  *[Insert number]*  *[Note to AC: it is suggested to retain between 70 to 85 on a scale of 1 to 100 ]* |
| **21.1** *[for PTS]* | Criteria, sub-criteria , and point system for the evaluation Technical Proposals Simplified (PTS) are:  Points  (i)  **Suitability of the proposed approach, methodology and plan work To answer to the Terms of Reference :**  Total points for criterion (i):  *[20 – 40]*  (ii) **Qualifications of Key Personnel and skills for the mission:**  *[ Note to the Consultant : Each of the positions corresponds to the list of key personnel in Form TECH-6 to be prepared by the Consultant]*   1. *Position PC-1:* Head of Mission *[Insert points]* 2. *Position PC-2: [Insert position title]*  *[Insert points]* 3. *Position PC-3: [Insert position title]*  *[Insert points]*   Total points for the criterion (ii):  *[60 – 80]*  **Total points for both criteria:** **100**  **The minimum technical qualification score (Nt) required is *:*** *[Insert number]*  *[Notes to AC: it is suggested to retain between 70 and 85 on a scale of 1 to 100]* |
| **D. Public opening of financial proposals** | |
| **23.4** | **The option of opening Financial Proposals “online” is offered:** Yes or no \_\_\_\_\_\_\_\_  *[ If “yes”, insert* ***“* The online opening procedure is *:*****»** *[ describe the procedure for opening Financial Proposals online.]* |
| **23.5** | Following the evaluation of the technical proposals, the CA will notify all Consultants of the place, date and time of the public opening of the financial proposals.  Any party wishing to be present at this public opening should contact *[insert name and contact details of official]* and request to be informed of the location, date and time of the public opening of financial proposals. The request must be sent before the deadline for submitting Proposals mentioned above.  alternatively, notice of the public opening of financial proposals may be published on the CA website, if available. |
| **25.1** | For evaluation purposes, the CA will exclude: (a) identifiable indirect local taxes, such as sales taxes, excise duty, VAT, or other similar taxes applicable to contractual invoices, and (b) any indirect taxes additional on the remuneration of services offered by non-resident staff in the country of the CA. In the event of award of the Contract, during the negotiations of the Contract, these tax charges will be the subject of discussions and will be finalized (with reference to the list, but without it being exhaustive) and will be added to the amount of the contract on a separate line, also specifying the taxes payable by the Consultant and those which will be withheld by the CA which will pay them on behalf of the Consultant. |
| **26.1** | **The currency into which prices expressed in various currencies will be converted is:** *[indicate national currency or other freely convertible currency]*  **The official source for (seller) exchange rates is:**  **The date of the exchange rates is:**  *[ The date must not be earlier than four (4) weeks before the proposal submission deadline, nor later than the original proposal validity deadline.]* |
| **27.1  (SBQC only)** | **The Financial Proposal with the lowest evaluated price (Pm) will be assigned the maximum price score ( Np ) of 100.**  **The price score for other proposals will be calculated by the formula below :**  Np = 100 x Pm/ P, in which “ Np ” is the price score, “Pm” is the lowest price, and “P” is the price of the evaluated proposal.  *[or replace with another proportionality formula acceptable to the CA]*  **The weightings assigned respectively to the Technical Proposal (T) and the Financial Proposal (F) are:**  **T =** *[Insert weighting percentage],* and  **F =** *[Insert weighting percentage]*  Proposals will be ranked according to their combined technical score (Nt) and price ( Np ) using the weights (T = the weight assigned to the Technical Proposal; F = the weight assigned to the Financial Proposal; T + F = 1 ) as follows: N = Nt x T% + Np x F%. |
| **E. Negotiations and award of the Contract** | |
| **28.1** | **Date and address planned for Contract negotiations:**  **Date :** day/month/year *[e.g. January 15, 2018]*  Address : |
| **32.1** | The successful Consultant *[will] or [will not] have* to provide the Disclosure Form [beneficial owners](http://context.reverso.net/traduction/francais-anglais/des+b%C3%A9n%C3%A9ficiaires+effectifs) |
| **34.2** | **Date and locations planned for the commencement of the Services:**  **Date :** *[Insert month and year]* **to:** *[Insert location]* |
| **35.1** | Procedures for submitting a procurement complaint. A Consultant wishing to submit a complaint regarding the procurement must submit their complaint following these procedures, in writing (by the most expeditious means, i.e. email or fax) to:  **Attention:** *[insert full name of person]*  **Title/position:** *[insert title/position]*  **Agency :** *[insert CA name]*  **Email Address :** *[insert email address]*  **Fax** : *[insert Fax No.]* ***omit if not used***  In summary, a complaint concerning the award of contracts may relate to:   1. The terms of this Request for Proposal; and or 2. The decision of the CA to exclude a Consultant from the procedure before the award of the contract; and or 3. The decision to award the contract by the CA. |

Section 3. Technical proposal – Standard forms

*[Notes to the Consultant in square brackets [ ] in Section 3 are intended to guide the Consultant preparing the Technical Proposal; these notes must therefore appear in the RFP, but not in the Proposal submitted to the CA. ]*

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Checklist of requested forms

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Required for PTC or PTS [\*], ( 🗸)** | | **FORM** | **DESCRIPTION** | ***Maximum number of pages*** |
| **PTC** | **PTS** |  |  |  |
| **🗸** | **🗸** | TECH-1 | Technical Proposal Form |  |
| **🗸** If applicable | | TECH-1 Annex | If the Proposal is submitted by a group, attach a letter of intent or a copy of an existing agreement. |  |
| **🗸** If applicable | | Power | A standard form is not provided. In the case of a group, several powers are required: a power for the authorized representative of each partner of the group, and a power for the representative of the leader authorizing him to represent all the partners of the group |  |
| **🗸** |  | TECH-2 | Organization and experience of the Consultant |  |
| **🗸** |  | TECH-2A | A. Organization of the Consultant |  |
| **🗸** |  | TECH-2B | B. Experience of the Consultant |  |
| **🗸** |  | TECH-3 | Comments or suggestions on the Terms of Reference and on counterpart staff and services to be provided by the CA. |  |
| **🗸** |  | TECH-3A | A. On the Terms of Reference |  |
| **🗸** |  | TECH-3B | B. On counterpart staff and services provided by the CA |  |
| **🗸** | **🗸** | TECH-4 | Description of the approach, methodology, and work plan to carry out the Mission |  |
| **🗸** | **🗸** | TECH-5 | Program and schedule for deliverables |  |
| **🗸** | **🗸** | TECH-6 | Composition of the team, contribution of key personnel and Curriculum Vitae (CV) attached |  |
| **🗸** | **🗸** |  |  |  |

**All pages of the original Technical Proposal and Financial Proposal must be signed by the authorized representative signing the Proposal.**

TECH-1 form

Technical proposal submission form

*[Place date]*

To: *[Name and address of CA]*

Dear,

We, the undersigned, have the honor to offer you our services for *[ Insert the consultancy services ]* in accordance with your Request for Proposal dated *[ Insert date]* and our Proposal. *[Retain the appropriate text, based on the selection method indicated in the RFP:* “ We hereby submit to you our Proposal, which includes this Technical Proposal and a Financial Proposal in a separate sealed envelope” or, if only a Technical Proposal is requested: “ We hereby submit to you our Proposal, which includes this Technical Proposal alone in a sealed envelope . *»].*

*[If the Consultant is a consortium, insert the following:* We submit our Proposal as a consortium as follows: *[ Insert list indicating the full name and address of each partner, and identify the lead partner ].*We attach a copy *[insert: “letter of intent to form a consortium”* or, if a consortium has already been formed, *“consortium agreement”]* signed by each of the partners in the consortium, including details of the likely structure and confirmation of the joint and several responsibility of the partners of this group.

OR

If the Consultant's Proposal contains subcontractors, insert the following: We submit our Proposal including the following subcontractors: *[Insert list showing the full name and address of each subcontractor.]*

We declare that:

(a) All information and declarations contained in the Proposal are true and we accept that any error of interpretation or misrepresentation contained in the said Proposal may lead to our disqualification by the CA and/or sanction by it.

(b) Our Proposal will remain valid and bind us for the entire period mentioned in the Special Data, article 12.1.

(c) We are not in a situation of conflict of interest, under Article 3 of the IC.

(d) We meet the eligibility requirements in accordance with Article 6 of the IC and we confirm and acknowledge our obligation to comply with ECOWAS practice regarding prohibited practices in accordance with Article 5 of the IC.

(e) neither our firm, nor our subcontractors, suppliers or service providers for any part of the market, are the subject and are not under the control of any entity or person who is the subject of temporary suspension or exclusion. Furthermore we are not ineligible under the legislation, or other official regulation of the country of the ECOWAS entity, or in application of a decision taken by the United Nations Security Council;

(f) [ *Note to the CA) : insert this necessary provision, if required by IC 10.2 – Special data 10.2:* We undertake to prepare and present our offer (and, if the Contract is given to us awarded, to execute the said Contract) in strict compliance with the laws and regulations against fraud and corruption, including illicit payments, in force in the country of the CA. ]

(g) Subject to the provisions of article 12.7 of the Special Data, we undertake to negotiate a Contract on the basis of the key personnel proposed. We recognize that the replacement of key personnel for reasons other than those mentioned in Articles 12 and 28.4 of the IC may lead to termination of Contract negotiations.

(h) Our Proposal is binding on us, subject to modifications resulting from negotiations of the Contract.

If our Proposal is accepted and the Contract signed, we undertake to begin the Services under the mission no later than the date indicated in article 34.2 of the Special Data.

We acknowledge that the CA is not required to accept any Proposals it receives.

Please accept, Ladies/Gentlemen, the assurance of our distinguished consideration.

Signature of the authorized representative of the Consultant:

Full name of signatory:

Title of signatory:

Name of Consultant (name of company or group):

Able to:

Address :

Contact information (phone and email):

*[For a group, all partners must sign or only the leader, in which case the power of attorney authorizing the signatory to sign on behalf of all partners must be attached]*

TECH-2 form

(for a complete technical proposal only)

organization and experience of the consultant

Form TECH-2: brief description of the Consultant's organization and summary of the Consultant's experience most relevant to the assignment. In the case of a group, information on similar missions will be provided for each partner. For each mission carried out, the summary will indicate the name of the key personnel and subcontractors who participated, the duration of the mission, the amount of the contract (total and whether the mission was carried out by a group or a subcontractor , the amount actually paid to the Consultant) and the role or contribution of the Consultant in the mission.

**A – Organization of the Consultant**

1. Indicate here a brief description of your company/office and the way in which it is organized, and -- in the case of a grouping -- of each partner to participate in this mission.
2. Insert a diagram indicating the organization, the list of senior executives and shareholders participating in the profits

**B – Consultant Experience**

1. similar missions carried out and successfully completed during *[ ..... ]* last years.
2. Indicate only the missions for which the Consultant had a contract as a contractor or partner of a contracting group. The missions carried out by the Consultant's staff individually or on behalf of other consulting firms must not serve as references to the experience of the Consultant, or partners or subcontractors, but they can be claimed by the said staff on an individual basis, in their CV. The Consultant should be prepared to substantiate the claimed experience, presenting copies of documents and corresponding references, if requested by the CA.

| **Duration** | **Description of the mission/& brief description of the main deliverables/products** | **Name of CA & country of mission** | **Approx. amount of the Contract (equivalent *in US$) /* Amount paid to your company** | **Role of your company in the mission** |
| --- | --- | --- | --- | --- |
|  |  |  |  |  |
| *[eg. Jan.2009–Apr.2010]* | *[eg. “Improving the quality of........”: preparation of a master plan for ........; ]* | *[eg. Ministry of .........., country]* | *[eg. US$1 mill/US$0.5 mill]* | *[eg. Leader of the A&B&C group]* |
|  |  |  |  |  |
| *[eg. Jan.-May 2008]* | *[eg. “Assistance to local authorities…..”: preparation of regulations for the needs of ...........]* | *[eg. Municipality of ........., country]* | *[eg. US$0.2 mil/US$0.2 mil]* | *[eg. Consultant alone]* |
|  |  |  |  |  |

TECH-3 form

**(for a complete technical proposal)**

Comments and Suggestions on the Terms of Reference, counterpart staff, and Services to be provided by the CA

Form TECH-3: comments and suggestions on the Terms of Reference likely to improve the quality and results of the mission, on the needs for counterpart personnel (counterparts) and the services to be provided by the CA, including: support administrative, office space, local transport, equipment, documents and reports, etc.

**A – On the Terms of Reference**

*[Proposed improvements to the terms of reference , if any ]*

**B – On counterpart staff requirements   
and services to be provided by the CA**

*[ Comments on the counterpart staff and services to be provided by the CA. For example, administrative support, office space, local transport, equipment, relevant documents and reports , etc., if applicable ]*

TECH-4 form

**(for a complete technical proposal only)**

Description of the approach, methodology, and work program in response to the terms of reference

Form TECH-4: description of the approach, method of work, work program for carrying out the mission, including a detailed description of the methodology and personnel proposed for the training, if the terms of reference identify the training as one of the components of the mission.

*[Suggested structure for your Technical Proposal (in PTC format):*

1. Technical approach and working method
2. Workplan
3. Organization and Staff]

a) ***Technical approach and working method*** . *[Please explain how you understand the objectives of the mission, as described in the terms of reference ( TOR ), technical approach and methodology [* ***Note to CA: add for a procurement contract supervision of civil works:*** *including environmental, social (including provisions on sexual exploitation and abuse (SEA) and gender-based violence (GBV)) , health and safety (ESHS)] aspects 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. Do not repeat or copy the ToR . ]*

b) ***Work program.*** *[Please indicate the program for carrying out the main activities or tasks of the mission, their content and duration, the breakdown into phases and the corresponding constraints, the main stages (including review/approvals by the CA), and forecast dates of submission of reports. The proposed work program must be consistent with the technical approach and method, demonstrating 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 work program must be consistent with the Activity Program Form.]*

c) ***Organization and Personnel.*** *[Please describe the structure and composition of your team, including the list of key personnel, other personnel and administrative staff assigned to the mission. ]*

TECH-4 form

**(for a simplified technical proposal only)**

Description of the approach, methodology, and work program for carrying out the mission

Form TECH-4: description of the approach, method of work, work program for carrying out the mission, including a detailed description of the methodology and personnel proposed for the training, if the terms of reference identify the training as one of the components of the mission.

*[Suggested structure for your Technical Proposal]*

a) ***Technical approach, working method and organization of the Consultant's team*** . *[Please explain how you understand the objectives of the mission, as described in the terms of reference ( TOR ), technical approach and methodology [* ***Note to CA: add for a procurement contract supervision of civil engineering works:***including the environmental, social (including provisions on sexual exploitation and abuse (SEA) and gender-based violence (GBV)) , health and safety (ESHS) aspects *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, and describe the structure and composition of your team. Do not repeat or copy the ToR . ]*

b) ***Work program and personnel.*** *[Please indicate the program for carrying out the main activities or tasks of the mission, their content and duration, the breakdown into phases and the corresponding constraints, the main stages (including review/approvals by the CA), and forecast dates of submission of reports. The proposed work program must be consistent with the technical approach and method, demonstrating your understanding of the ToR and your ability to translate them into a realistic work program, and the activity program showing the tasks of each expert. A list of documents to be produced (including reports) must be provided. The work program must be consistent with the Activity Program Form.]*

c) ***Comments (on the ToR and on the counterpart staff (counterparts) and the services to be provided by the CA )*** *[Your suggestions must be formulated concisely and specifically, and reflected in the Proposal. Please also provide comments, where applicable, on the counterpart staff and the services to be provided by the CA. For example, administrative support, office space, local transport, equipment, relevant documents and reports, etc…]*

TECH-5 form

**(for PTC and PTS)**

Activity program and schedule of deliverables

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **No.** | **Deliverables** 1 **(L-..)** | **Month** | | | | | | | | | | | |
| **1** | **2** | **3** | **4** | **5** | **6** | **7** | **8** | **9** | **.....** | **not** | **TOTAL** |
| **L-1** | *[eg. Deliverable #1: Report A* |  |  |  |  |  |  |  |  |  |  |  |  |
|  | *1) data collection* |  |  |  |  |  |  |  |  |  |  |  |  |
|  | *2) writing the report* |  |  |  |  |  |  |  |  |  |  |  |  |
|  | *3) preliminary report* |  |  |  |  |  |  |  |  |  |  |  |  |
|  | *4) finalization following comments* |  |  |  |  |  |  |  |  |  |  |  |  |
|  | *5) .........................................* |  |  |  |  |  |  |  |  |  |  |  |  |
|  | *6) provision of the final report to the CA]* |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **L-2** | *[e.g., Deliverable #2:...............]* |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| **not** |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |

1 Provide the list of deliverables, indicating the details of the activities leading to them, as well as other actions, such as approvals to be obtained from the CA. For missions involving successive stages, indicate the activities, reporting and actions required for each stage, separately.

2 The duration of the activities will be indicated in the form of a bar chart .

3 Insert a legend, if necessary to understand the diagram.

Form TECH-6

**(for PTC and PTS)**

Team composition, individual activities and contribution of key personnel

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **No.** | **Name** | **Staff contribution (in person/month) for each deliverable (listed in TECH-5)** | | | | | | | | | | | | | **Total contribution time  (in months)** | | |
| **Position** |  | **L-1** |  | **L-2** |  | **L-3** | **........** |  | **L-...** |  |  |  | **Seat** | **Ground** | **Total** |
| **Key personnel** | | | |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| PC-1 | *[eg. Mr. Abbbb ]* | *[Head of Mission]* | *[Seat]* | *[2 months]* |  | *[1.0]* |  | *[1.0]* |  |  |  |  |  |  |  |  |  |
| *[Ground]* | *[0.5m]* |  | *[2.5]* |  | *[0]* |  |  |  |  |  |  |  |  |
| PC-2 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| PC-3 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| not |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  | **Subtotal** | |  | |  |  |  |
| **Other personnel** | |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| AP-1 |  |  | *[Seat]* |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| *[Ground]* |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| AP-2 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| not |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  | **Subtotal** | | | |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  | **Total** | | | |  |  |  |

1 For key personnel, the contribution must be indicated for each position as identified in specific data IC21.1.

2 The count in months is carried out from the start of the mission or mobilization. One (1) month is equivalent to twenty-two (22) days worked (billable). A day worked (billable) cannot be less than eight (8) hours worked (billable).

3 “Headquarters” refers to work performed at the office in the expert’s country of residence. “Field” refers to work carried out in the country of the CA or another country different from the expert's country of residence.

Full-time contribution

Part-time contribution

Form TECH-6

**(following)**

CURRICULUM VITAE (CV)

|  |  |
| --- | --- |
| **Job Title and No.** | *[eg. PC 1 – Team Leader]* |
| **Name of expert:** | *[Insert full name]* |
| **Date of birth :** | *[day month Year]* |
| **Nationality/Country of residence** |  |

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

**Professional experience relevant to the mission** : *[ List the jobs held since the end of studies, 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 from the last ten years, further specify the type of work performed and provide, where applicable, the names of the ACs for references. Jobs held that are unrelated to the mission may be omitted.]*

|  |  |  |  |
| --- | --- | --- | --- |
| **Period** | **Name of employer, professional title/position held. Contact information  for references** | **Country** | **Summary of activities carried out in relation to this mission** |
| *[eg. May 2011-present]* | *[eg. Ministry of ……, advisor/consultant for…*  *To obtain references: Tel…………/email……;  Mr. Bbbbb , Director]* |  |  |
|  |  |  |  |
|  |  |  |  |

**Affiliation with professional associations and publications produced:**

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

**Skills/qualifications for the mission :**

|  |  |
| --- | --- |
| **Specific tasks incumbent on the expert among the tasks to be carried out by the Consultant's team of experts:** | **Reference to previous work or missions illustrating the expert's ability to carry out the tasks assigned to him** |
| ***[List of deliverables/tasks with reference to TECH-5 in which the expert will be engaged]*** |  |
|  |  |
|  |  |

**Information to contact the expert:**   
(email , telephone )

Certification:

I, the undersigned, certify that this CV correctly describes me, my qualifications and my professional experience; I undertake to be available to carry out the mission when necessary, in the event that the contract is awarded. Any false declaration or information provided incorrectly in this CV may justify my disqualification or dismissal by the CA, and/or sanctions by the CA.

*[day month Year]*

Name of expert Signature Date

*[day month Year]*

Name of authorized representative of the Consultant Signature Date

(the same person who signed   
the Proposal)

Section 4. Financial proposal - Standard forms

*[Notes to the Consultant in square brackets [ ] are intended to guide the Consultant preparing the Financial Proposal; these notes must therefore not appear in the Financial Proposal submitted to the CA. ]*

Standard Financial Proposal forms must be used for the preparation of the Financial Proposal, following the instructions in Section 2.

FIN-1 Financial Proposal Form

FIN-2 Price Summary

FIN-3 Sub-detail of remuneration including Annex A “Financial negotiations – Breakdown of remuneration rates” in the case of the SQC method

FIN-4 Other Expenses (refundable)

Form FIN-1

Financial Proposal Form

*[Place date]*

To: *[Name and address of CA]*

Dear,

We, the undersigned, have the honor to offer you our services, as a consultant, for *[ Insert the consultancy services ]* in accordance with your Request for Proposal dated *[ Insert Date]* and our Technical Proposal.

Please find attached our Financial Proposal which amounts to *[indicate amount(s) in letters and figures for each currency]* *[insert “This amount is an amount “net of indirect taxes” or “including indirect taxes” in the country of the CA in accordance with article 25.1 of the Special Data].* The estimated amount of indirect taxes in the CA country is *[insert amount(s) in words and figures and currency]* which will be confirmed or adjusted, if necessary, during Contract negotiations *[Note that the amounts must be the same as in Form FIN-2].*

Our Financial Proposal is binding on us, subject to modifications resulting from the negotiation of the Contract, until the expiry of the period of validity of the Proposal, that is to say until the date indicated in the article 12.1 of the Special Data.

Any commissions and fees paid or to be paid by us to agents in connection with this Proposal and the execution of the Contract, if awarded to us, are indicated below:

|  |  |  |
| --- | --- | --- |
| Name and address  of agents/others | Amount  and currency | Purpose of the commission  or bonus |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  |  |  |

*[In the event that no commission or remuneration has been paid or promised, add the following statement: No commission or remuneration has been or will be paid by us to agents or other parties in connection with this Proposal, or performance of the Contract if awarded to us.]*

We acknowledge that you are under no obligation to accept any Proposals received.

Signature of the authorized representative of the Consultant:

Full name of signatory:

Title of signatory:

Name of Consultant (name of company or group):

Able to :

Address :

Contact information (phone and email):

*[For a grouping, all partners must sign or only the leader will sign, in which case the power of attorney authorizing the signatory to sign on behalf of all partners must be attached]*

Form FIN-2 Price Summary

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Item** | **Price** | | | |
| *[The Consultant must indicate the price offered in accordance with article 16.4 of the Special Data; remove any unused column]* | | | |
| *[Insert Foreign Currency #1]* | *[Insert Foreign Currency #2,  if used]* | *[Insert Foreign Currency #3,  if used]* | *[Insert National Currency,  if used and/or required  (16.4 Special Data]* |
| **Financial proposal price including** |  |  |  |  |
| (1) **Remuneration** |  |  |  |  |
| (2)**Other costs*****[ Refundable]*** |  |  |  |  |
| **Total price of the financial proposal:**  *[should reflect the amount in Form FIN-1]* |  |  |  |  |
| **Estimated indirect taxes in the CA country – to be examined and finalized during Contract negotiation (if awarded)** | | | | |
| 1. *[insert tax type, e.g. VAT or transaction tax]* |  |  |  |  |
| 1. *[eg. Income tax for non-resident experts]* |  |  |  |  |
| 1. *[insert tax type]* |  |  |  |  |
| Total estimated indirect taxes in the CA country: |  |  |  |  |

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

Form FIN-3 Sub-detail of Remuneration

When used for a fixed fee contract, this form will be used to indicate the basis for calculating the contract price, for the calculation of taxes and fees during contract negotiation and, where applicable, to establish the price to be paid to the Consultant for additional services at the request of the CA. This form will not be used to make payments for the lump sum contract.

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **A. Remuneration** | | | | | | | | |
| **No.** | **Name** | **Position** (see TECH-6) | **Expert-month remuneration** | **Total contribution in Expert/Month** (see TECH-6) | *[ Currency #1- cf. END-2 ]* | *[ Currency #2- cf. END-2]* | *[Currency# 3- cf. END-2 ]* | *[ National currency cf. END-2]* |
|  | **Key personnel** |  |  |  |  |  |  |  |
| PC-1 |  |  | *[Seat]* |  |  |  |  |  |
|  | *[Ground]* |  |  |  |  |  |
| PC-2 |  |  |  |  |  |  |  |  |
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|  |  |  |  |  |  |  |  |  |
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|  |  |  |  |  |  |  |
|  | **Other personnel** |  |  |  |  |  |  |  |
| AP-1 |  |  | *[Seat]* |  |  |  |  |  |
| AP-2 | *[Ground]* |  |  |
|  |  |  |  |  |  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  | **Total costs** |  |  |  |  |

Appendix A - Financial Negotiations - Breakdown of Remuneration Rates

**1. Review of pay rates**

* 1. Staff remuneration includes salaries, social charges, overheads, profit margin, and any bonus or allowance paid for assignment away from headquarters or home office. A form indicating the breakdown of the remuneration elements is attached.
  2. In the event that the RFP requests the submission of a technical proposal only, the form is used by the Consultant to prepare for contract negotiations. In the event that the RFP also requests the submission of the financial proposal, the form must be completed and attached to Form FIN-3. The forms agreed during negotiations, indicating the agreed breakdown, form part of the negotiated contract and must be included in Annexes D or C.
  3. During negotiations, the Consultant must be willing to disclose audited financial statements for the past three years, justify its rates, and agree to have its proposed rates and other financial aspects subject to review. in-depth. The CA, custodian of public funds, must spend them prudently.
  4. The details of the rates are examined below.

(i) salary is the regular gross salary paid to an employee at the Consultant's headquarters. It does not include any out-of-headquarters or other bonus (unless these are included under legislation or official regulation).

(ii) Premiums are in principle settled on the profits made . As the CA does not wish to make double payments, bonuses granted to staff are not part of the “salary” and must be indicated separately. If the Consultant's accounting is such that the percentage of its social charges and overheads is based on its total revenues, including bonuses, these percentages must be adjusted downwards proportionally. If national legislation stipulates the payment of a thirteenth month, there is no need to adjust the profit element downwards. Any possible discussion relating to bonuses must be based on the audited accounting documents, which will be considered confidential.

(iii) Social charges are the charges represented by the Consultant for the non-monetary benefits that it grants to its employees and include, *inter alia* : pension, health insurance and life insurance contributions, as well as annual leave and sick leave at the expense of the Consultant. In this regard, the cost of statutory holiday leave is not part of the acceptable social charges, nor is the cost of leave taken during a mission if no replacement staff is provided.

(iv) Cost of leave . The rules for calculating the cost of the total number of annual leave days as a percentage of basic salary are normally as follows:

Cost of leave as a percentage of salary=

*w* being weekends, *fl* legal holidays, *a* annual leave and *m* sick leave

It is important to emphasize that leave can only be considered a social charge if it is not billed to the CA.

(v) Overheads are operating expenses of the Consultant which are not directly related to the performance of the engagement and are not reimbursed as a separate cost item under the Contract. These are usually head office expenses (non-billable working time, working time of managers who administer the project, rent, support staff, research costs, staff training, commercial costs, etc.), the cost personnel who are not currently assigned to income-generating activities, business taxes and business promotion costs. During negotiations, audited financial statements, certified by an independent auditor and justifying overhead costs for the last three financial years, must be available for review, as well as detailed lists of the elements constituting these overhead costs and the percentage of salary. basic that each of them represents. The CA does not agree to pay an additional margin for social charges, overheads, and other costs relating to personnel who are not permanently employed by the Consultant. In this case, the Consultant can only claim payment of administrative costs and commissions on the sums it invoices monthly for subcontracting personnel.

(vi) The profit margin is normally calculated on the sum of salaries, social charges and overheads. If any periodic bonuses are indicated, there will in principle be a corresponding reduction in the profit element. Travel expenses and other reimbursable expenses cannot be included in the profit calculation basis.

(vii) Allowance, field assignment bonus or subsistence allowance :Some consultants pay expatriation allowances to their staff assigned away from headquarters or home office. These allowances are calculated as a percentage of salary and cannot give rise to overheads or profits. If the applicable legislation imposes social charges on them, the corresponding amount appears under the heading social charges, the net amount of the compensation being indicated separately.

The rates commonly applied by ECOWAS can serve as a reference for establishing subsistence allowances.

**Typical Form**

Consultant: Country :

Mission: Date :

**Consultant Costs and Charges**

We hereby confirm that :

* 1. The base fees shown in the attached table are taken from the company's pay stubs and reflect the current rates of the experts listed. These rates have not undergone any increase other than the normal annual increase according to the policy applied by the company to its staff;
  2. certified copies of the latest pay slips of the listed experts are attached;   
     (c) the costs of the mission outside the headquarters indicated below are those that the company has agreed to pay for this mission to the experts mentioned ;
  3. the weightings listed in the attached table for payroll and overhead costs are based on the average cost over the past three years as represented by the company's financial statements, and
  4. these weightings relating to social charges and general expenses do not include bonuses or any other type of remuneration .

*[Name of Consultant]*

(Signature of the Authorized Representative ) Date

Name :

Title :

**Declaration of Costs and Charges of the Consultant**

**(Form Type I)**

( Denominated in *[indicate currency \*]* )

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Staff** | | **1** | **2** | **3** | **4** | **5** | **6** | **7** | **8** |
| **Name** | **Job** | **Base salary per month/day/  working hour** | **Social Charges 1** | **Overhead 1** | **Subtotal** | **Profit margin (profit) 2** | **Mission allowances outside the office 1** | **Fixed rate offered per month/day/business hour** | **Fixed rate offered per month/day/  business hour 1** |
| **Desk** | |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |
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|  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |
| **CA countries** | |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |
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|  |  |  |  |  |  |  |  |  |  |

\* If more than one currency is used, use additional table(s) for each currency

1. Expressed as a percentage of (1)

2. Expressed as a percentage of (4)

Form FIN-4 Breakdown of other expenses [Reimbursable ]

When used for a fixed-fee contract, the information provided will be used to indicate the basis for calculating the contract price, the calculation of taxes and fees when negotiating the contract and, where applicable, to establish the price to be paid to the Consultant for additional services at the request of the CA. This form will not be used to make payments for the lump sum contract.

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **B. [ *Refundable]*** | | | | | | | | |
| **No.** | **Type of expense Reimbursable** | **Unit** | **Unit cost** | **Quantity** | *[Currency #1- cf. END-2]* | *[Currency #2- cf. END-2]* | *[Currency# 3- cf. END-2]* | *[National currency - cf. END-2]* |
|  | *[ex Per diem \*\*]* | *[Day]* |  |  |  |  |  |  |
|  | *[ex international travel]* | *[Ticket]* |  |  |  |  |  |  |
|  | *[ex transport from/to airport]* | *[Journey]* |  |  |  |  |  |  |
|  | *[ex Cost of communication between [ Insert location] and [ Insert location] ]* |  |  |  |  |  |  |  |
|  | *[ex reprography of reports]* |  |  |  |  |  |  |  |
|  | *[ex office rental]* |  |  |  |  |  |  |  |
|  | *...................................* |  |  |  |  |  |  |  |
|  | *[training of CA staff – if provided for in the ToR ]* |  |  |  |  |  |  |  |
| **Total cost** | | | | |  |  |  |  |

Legend: The “per diem” is paid for each night that staff must spend outside their usual place of residence for the purposes of the Contract. The CA can impose a maximum amount.

Section 5. Eligibility

The sacrosanct principle of ECOWAS in terms of procurement is universal eligibility. However, for acquisitions whose thresholds are defined between: 30,001 UA to 200,000 UA at the level of the commission and other institutions and 25,001 to 100,000 UA at the level of agencies and external offices, only consultants from member countries of ECOWAS are authorized to participate in the call for competition. Firms from other regions can only participate if they enter into a group with those from ECOWAS member countries.

Section 6. Fraud and Corruption

ECOWAS applies the strictest rules on integrity and fraud recorded in the procurement code, particularly in articles 117 and 118.

Section 7 . Terms of reference

*[Note: The Terms of Reference generally include the following headings: a) general, b) objectives, c) scope of services, d) training (if applicable), e) reporting and schedule, and f) data, local services, personnel and facilities to be provided by the CA.]*

**1. General context**

**2. Mission objectives**

**3. Scope of Services, tasks (components) and expected deliverables**

3.1

*3.2 [indicate if a subsequent mission is envisaged]*

*3.3 [indicate if training is a specific component of the mission]*

*3.4 [indicate applicable sustainable acquisition requirements, if applicable]*

*3.5 [* ***Note to CA: The scope of services of the consultant for a civil works supervision contract should reflect the following tasks of the ESHS key expert :***

*Ensure that the Contractor's ESHS performance is in compliance with international good practices and meets ECOWAS obligations with regard to ESHS aspects.*

*This includes, but is not limited to:*

1. *review and approval of the Environmental and Social Management Plan (E-PGES), including all updates and revisions (minimum frequency of six months);*
2. *review and approval of ESHS provisions in the implementation methods, execution plans, VCS/EAS prevention and response plan, plans, proposals, programs and all relevant documents submitted by the Contractor;*
3. *review and advice to the appropriate person (the Project Manager) regarding the ESHS risks and the impacts of any proposed design changes, and the implications on compliance with the ESIA, the ESMP, permits and agreements and all others project obligations;*
4. *carrying out audits, supervisions and/or inspections of any sites at which the Contractor undertakes activities in relation to the Works, in order to verify that the Contractor complies with ESHS requirements including its VCS/EAS obligations, with or without representatives of the Contractor and/or the CA as needed, once a month at least;*
5. *carrying out audits and/or inspections of the accident register kept by the Contractor, community liaison reports, monitoring reports and other documentation relating to ESHS issues, as necessary, in order to verify that the Contractor complies with ESHS requirements;*
6. *agree on corrective actions and their implementation schedule in the event that a situation of non-compliance with the CA's obligations arises;*
7. *attend meetings, including site meetings, periodic meetings to discuss and agree on appropriate actions to ensure compliance with ESHS obligations;*
8. *verify that the reports by the Contractor (in content and timeliness) are in compliance with the Contractor's contractual obligations;*
9. *critical review, within the required timeframe, of the Contractor's ESHS documentation (including periodic reports and incident reports) submitted to the Project Manager and provision of opinions to ensure accuracy and usefulness of the documentation;*
10. *liaise, periodically and as needed, with project stakeholders to identify and discuss actual or potential ESHS issues;*
11. *establish and maintain a complaints mechanism, including the types of complaints to be registered and how to ensure confidentiality, particularly the protection of anyone reporting accusations of SVC/EAS;*
12. *ensure that incidents and complaints relating to VCS/EAS of which the consultant is aware are systematically recorded in the complaints handling system*
13. *[insert any other appropriate tasks].*

**4. Composition of the team and qualification requested for the key personnel (and other requirements which will be used for the evaluation of the key personnel following the provisions of article 21.1 of the IC and the Special Data)**

*[* ***Note for the CA: for a contract for the supervision of civil engineering works: One (of) key Expert(s) with sufficient qualification and experience*** *to ensure satisfactory monitoring of the environmental, social, (including provisions on sexual exploitation and abuse (SEA) and gender-based violence (GBV)), health and safety (ESHS)] must ( ven ) t be provided for. The key expert(s) must have the appropriate level of academic training and the qualifications and professional experience necessary to recognize and reproduce international good practices in the environmental and social fields (including provisions on sexual exploitation and abuse (SEA) and gender-based violence (GBV)), health and safety (ESHS) and these requirements should be specified here. These key positions must be evaluated in accordance with the provisions of article 21.1 of the IC and the Special Data. ]*

**5. Requested reports and schedule of deliverables**

*[At a minimum, indicate the following :*

* + 1. *format, frequency, and content of reports;*
    2. *number of copies, and requirements for delivery by electronic means (or CD ROM). The final reports must be provided on CD ROM media in addition to the number of paper copies requested;*
    3. *dates of supply;*
    4. *list of people (indicate name, title, delivery address) who must receive these reports; etc.*

*If the Services include the control of civil engineering works,* *insert the following regarding ESHS reporting obligations:*

*(e) “As part of his mission, the Consultant must notify the CA as quickly as possible of any incident in the following categories. Full details relating to these incidents must be provided to the CA within the deadline agreed with the latter.*

1. *Observed or probable violation of a legal provision or international treaty;*
2. *Serious injury (causing loss of time) or death;*
3. *Damage or significant negative consequence to private property (e.g. automobile accident) or*
4. *Any accusation of gender-based violence (GBV), sexual exploitation or abuse (SEA), gender-based violence (SGBV), sexual exploitation or abuse (SEA), sexual harassment or sexual misconduct, rape, sexual assault , child abuse, or other offense involving children*

*(f) ensure that any notification relating to ESHS aspects received from the Contractor is brought to the attention of the CA as soon as possible;*

*(g) Immediately inform and bring to the attention of the CA any instructions given by the Consultant to the Contractor in relation to an ESHS incident, and as required of the Contractor in the context of periodic reports;*

*(h) bring to the attention of the CA within the stipulated deadlines the ESHS data of the Contractor, as required of the Contractor as part of the periodic reports. »*

.

1. **Services to be provided by the CA and counterpart staff (counterparts)**
2. Services, facilities and goods to be made available to the Consultant by the CA: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[provide list]*
3. Counterpart technical and administrative staff to be assigned by the CA to the Consultant's team: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[provide list]*
4. **Environmental and Social Policy**

*[* ***Note to the CA for a civil engineering works supervision contract*** *: The CA must attach or refer to its environmental, social, health and safety policy/rules applicable to the project. If this policy or rules do not exist, the CA should refer to the guidance below to prepare rules applicable to the Works.*

**Recommended content for environmental and social rules (Declaration)**

*The objective of a policy applicable to the Works should at least be formulated with a view to integrating environmental protection, health and safety at work and in the communities concerned, gender equality, protection of children, vulnerable groups (including people with disabilities), sexual harassment, gender-based violence (GBV), sexual exploitation and abuse (SEA), HIV/AIDS prevention and information, and engagement of stakeholders in the planning processes, programs and activities of the parties concerned by the execution of the Works. It is advisable that the consultant and the CA come together during negotiations to agree on the aspects to be included, which may also address : climate adaptation, relocation and expropriation, indigenous populations, etc. The applicable policy should establish the monitoring framework, continuous improvement processes and activities, and mechanisms for reporting compliance with the rules.*

*At a minimum, the policy should contain commitments to:*

1. *apply international good professional practices for the protection and conservation of the natural environment and minimize unavoidable impacts;*
2. *provide and maintain a working environment respecting health and safety and safe work systems;*
3. *protect the health and safety of local communities and users, with particular attention to disabled, elderly or more generally vulnerable people;*
4. *ensure that the hiring and working conditions of all workers engaged for the Works comply with the ILO labor conventions to which the host country has adhered;*
5. *not tolerate illegal activities and implement disciplinary measures against them. Do not tolerate VCS activities, mistreatment, activities sexual relations with children, and sexual harassment and implement disciplinary measures against them;*
6. *adopt a gender-specific perspective and provide a framework promoting equality of men and women in participation in the planning and preparation of the Works and allowing them to benefit equally;*
7. *work collaboratively, including with the ultimate users of the Works, the authorities concerned, businesses and local communities;*
8. *hear and listen to affected people and organizations and respond to their concerns, with particular attention to vulnerable, disabled, or elderly people;*
9. *provide a framework promoting the exchange of information, views and ideas freely and without fear of reprisals, and ensure the protection of whistleblowers ;*
10. *minimize the risk of HIV transmission and reduce the effects of HIV/AIDS linked to the execution of the Works.*

*The policy document should be signed by the highest authority in the CA, to signal the intention to implement the policy rigorously.*

PART II – STANDARD CONTRACTS

Section 8 . Contract conditions and contract forms

**Warning**

* 1. Part II includes two standard Contracts for Consulting Services (time-based contract and flat-rate contract), included in the framework document for Selection of Consultants developed by ECOWAS .
  2. **Contracts paid for time spent** . This type of contract is suitable for services where it is difficult to define the scope or duration, whether these are services linked to the activities of other providers whose execution times may vary, or whether it is difficult to determine the extent of the services that the consultants will have to provide to achieve the set objectives. In time-based contracts, the Consultant provides the services on a time-based basis in accordance with recognized quality standards, and the Consultant's remuneration is determined based on the time spent on the services and: (i) on the basis of price unit prices previously agreed for the Consultant's experts multiplied by the time devoted by said experts to the mission, and (ii) the (reimbursable) costs established from the actual expenses and/or the agreed unit prices. A contract paid for time spent must be closely monitored and administered by the CA who will thus ensure the smooth running of the mission on a day-to-day basis.
  3. **Flat-rate contracts.** This type of contract is suitable for missions where the scope and duration of services, as well as the results expected from the consultants are clearly defined. Payments are linked to the results obtained, whether these are reports, plans, bills of quantities, tender documents or software programs. A lump sum contract is simpler to administer, because it operates on the principle of a fixed price for a well-defined service, with payments falling due on the basis of specified results. However, the CA must imperatively control the quality of the Consultant's work.
  4. The standard forms are designed for assignments carried out by consulting firms and should not be used for individual consultants. These standard contracts must be used for complex missions or for amounts exceeding 300,000 UA.

**MODEL CONTRACT**

**Consulting Services**

Tasks Paid for Time Spent

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**Preface**

1. The standard Contract form has four parts: the Model contract which must be signed by the CA and the Consultant, the General Conditions of Contract (GCC) including Annex 1 – Fraud and Corruption, the Special Conditions of Contract ( CPC) and the Appendices.
2. The General Conditions, including Annex 1, must not be modified. Any additional provisions required to meet the specific requirements of the project must be inserted in the Special Conditions, without contradicting or invalidating the General Conditions.

**Consultant Contract for Services**

**Tasks Paid for Time Spent**

**Name of the project**

**Title of the Mission:**

**Contract No.**

**Between**

*[* ***Name of CA*** *]*

**And**

*[* ***Name of Consultant*** *]*

**Date :**

I. Contract Model

**Remuneration for time spent**

(The text proposed in square brackets [ ] is optional; all these notes must be deleted in the final text)

This CONTRACT (hereinafter referred to as the “Contract”) is entered into on *[day]* day of *[month]* of *[year]* , between, on the one hand, *[name of CA]* (hereinafter referred to as the “ AC") and, on the other hand, *[name of the Consultants]* (hereinafter called the "Consultant").

*[If the Consultant is made up of several entities, the text above must be modified in part as follows:* “… (hereinafter called the “AC”) and, on the other hand, a group made up of the following companies, including each of them will be jointly and severally liable to the CA for the execution of all contractual obligations, namely: *[name of group member]* and *[name of member of group member]* (hereinafter referred to as the “Consultant”). »]

WHEREAS

(a) the CA has requested the Consultants to provide certain services defined in the General Conditions attached to this Contract (hereinafter referred to as the “Services”);

(b) the Consultant , having demonstrated to the CA that it has the required professional expertise, Personnel and technical resources, has agreed to perform the Services in accordance with the terms and conditions set out in this Contract;

CONSEQUENTLY, the Parties have agreed as follows :

1. The following documents attached are considered an integral part of this Agreement :

(a) the General Conditions of Contract (including Annex 1 – Fraud and Corruption)

(b) the Special Conditions of the Contract

(c) the Appendices

Appendix A: Terms of Reference

Appendix B: Key Personnel

Appendix C: Estimation of remuneration costs

Appendix D: Estimated other (reimbursable) costs

Appendix E: Bank guarantee forms for repayment of the advance

Appendix F: Code of Conduct (ESHS) *[* ***Note for the CA*** *: to be inserted for a civil engineering works supervision contract]*

In the event of a difference between the above documents, the following order of priority will prevail for their interpretation: the Special Conditions of the Contract, the General Conditions of the Contract, including Annex 1 , Annex A, Annex B, Annex C and Annex D, Annex E and Annex E *[* ***Note for the CA*** *: to be inserted for a civil engineering works supervision contract]* . Any reference to this Contract will be understood as including, where the context permits, the reference to the Appendices.

2. The reciprocal rights and obligations of the CA and the Consultant are those appearing in the Contract; especially :

(a) the Consultant will provide the Services in accordance with the terms of the Contract; And

(b) the CA will make payments to the Consultant in accordance with the provisions of the Contract.

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

For *[The AC]* and on its behalf

*[Authorized representative – name, title and signature]*

For *[the Consultant]* and on his behalf

*[Authorized representative – name, title and signature]*

*legal in a group, each of them must appear as a signatory or only the Lead Partner will sign, in which case the power of attorney authorizing him to sign on behalf of all the partners must be attached.]*

For and on behalf of each of the Consultant's Partners

*[Name of Lead Partner]*

*[Authorized representative on behalf of the group partners]*

*[Add signature locations for each partner, if all are signatories]*

II. General Conditions of Contract

A. General provisions

|  |  |
| --- | --- |
| 1. Definitions | 1.1 Unless the context otherwise requires, whenever used in the Contract, the following terms have the meaning indicated :   * 1. “Applicable law” means the laws and other texts having the force of law in the country of the Government or in any other country indicated, where applicable, in the Special Conditions of Contract (CPC), as and when they are published and implemented. their implementation.   2. The “AC” designates the agency, office or institution with which the selected Consultant signs the Services Contract.   3. The “Consultant” means the legal person or legal entity which can provide or which provides the services to the CA under the contract.   4. The “Contract” means the contract signed by the CA and the Consultant and all annexed documents listed in Clause 1, namely the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC) and the Annexes.   5. “Day” means a calendar day, unless otherwise stated.   6. “Effective Date” means the date on which the Contract will enter into force in accordance with Clause 11 of the GCC.   7. “Experts” means collectively the key personnel or any other personnel of the Consultant, subcontractors or consortium partners assigned by the Consultant for the performance of the Services or part thereof under the Contract.   8. “Foreign currency”: any currency other than those of ECOWAS member countries.   9. “CGC”: General Conditions of Contract.   10. “Government”: the Government of the CA country.   11. “Grouping” means an association of two or more Consultants with or without a legal personality distinct from that of the partners constituting it, in which one of the partners has the authority to conduct business in the name and on behalf of of all the partners of the group, and whose partners are jointly and severally responsible for the execution of the Contract vis-à-vis the CA.   12. “Key Personnel” means an expert 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 CV has been taken into account account for the technical evaluation of the Consultant's Proposal.   13. “National currency”: the currency of the CA country.   14. “Other Personnel” means personnel provided by the Consultant or a subcontractor, assigned to carry out the Services or part of the Services under the Contract.   15. “Party”: the CA or the Consultant, as the case may be; and, “Parties”: the AC and the Consultant.   16. “CPC”: Special Conditions of the Contract, which modify or supplement the CGC.   17. “Services”: means the services to be performed by the Consultant within the framework of the Contract, described in the attached Annex A.   18. “Subcontractor”: means any natural or legal person with whom the Consultant enters into an agreement with a view to subcontracting part of the services, the Consultant remaining responsible to the CA throughout the execution of the contract.   19. “Third Party” means any person or entity other than the Government, the CA, the Consultant or its Subcontractors. |
| 2. Relations between the Parties | * 1. No provision contained in the Contract may be interpreted as creating a relationship of principal and employee, or establishing a relationship of subordination of employee to employer between the CA and the Consultant. Under the Contract, the Consultant is fully responsible for the Personnel performing the Services and its Subcontractors, if any, and for the Services performed by them or on their behalf. |
| 3. Law applicable to the Contract | * 1. The Contract, its meaning, its interpretation, and the relationships established between the Parties will be governed by applicable law. |
| 4. Language | * 1. The Contract has been drawn up in the language indicated in the **CPC** , which will be the authentic language for all questions relating to the meaning or interpretation of the Contract. |
| 5. Titles | * 1. Headings will not limit, modify or otherwise affect the meaning of the Agreement. |
| 6. Notifications | * 1. Any notice required or permitted under the Contract shall be in writing, in the language specified in Clause 4. Any such notice, request or approval shall be deemed to have been given when delivered in person to a representative authorized of the Party to which this communication is addressed, or when it has been sent to that Party at the address indicated in the **CPC** .   2. A Party may change its address for notice purposes by giving the other party written notice sent to the address specified in the **CPC** . |
| 7. Locations | * 1. The Services are carried out at the locations indicated in the attached **Annex A** and, where the location of a particular task is not specified, at locations that the CA will approve, in the country of its Government or abroad . |
| 8. Authority of the Lead Partner | * 1. If the Consultant is constituted by a consortium of more than one entity, the partners hereby authorize the Lead entity indicated in the **CPC** to exercise on their behalf all rights, and fulfill all obligations towards the CA in under the Contract and to receive, in particular, the instructions and payments made by the CA. |
| 9. Authorized Representatives | * 1. Any action which can or must be carried out, and any document which can or must be established under the Contract by the CA or by the Consultant, may be done by the representatives designated in the **CPC** . |
| 10. Fraud and Corruption | 10.1 ECOWAS requires compliance with its Anti-Corruption rules and its applicable sanctions rules and procedures, established by the CA Sanctions Framework, as described in Annex 1 of the CGC. |
| has. Commissions and remunerations | 10.2 The CA requires that the Consultant inform it of any commissions and fees paid or to be paid to agents in connection with the Proposal and the execution of the Contract. The Consultant must at least indicate the name and address of the agent or any other beneficiary, the amount and currency of payment and the reason for said payment. If the Consultant fails to provide the information thus required on commissions and remunerations, the CA has the right to terminate the Contract. |

b. Commencement, Completion, Amendment and Termination of the Contract

|  |  |
| --- | --- |
| 11. Entry into force of the Contract | * 1. The Contract will enter into force on the date (“Effective Date”) of notification by the CA to the Consultant to begin providing the Services. This notification will confirm that the conditions for entry into force of the Contract, if any, listed in the **CPC** have been met. |
| 12. Termination of the Contract by default of entry into force | * 1. If the Contract has not entered into force within the time limits indicated in the **CPC** from the date of signature of the Contract by the Parties, each of the Parties may, by notice given in writing of at least twenty-two (22) days addressed to the other Party, declare the Contract null and void, in which case no Party may raise a claim as a result of the Contract against the other Party. |
| 13. Commencement of Services | * 1. The Consultant will confirm the availability of Key Personnel and begin performance of the Services within the time period following the Effective Date indicated in the **CPC** . |
| 14. Completion of the Contract | * 1. Unless previously terminated in accordance with the provisions of Clause 19 below, the Contract will terminate within the period following the Effective Date set out in the **CPC** . |
| 15. Contract forming a whole | * 1. The Contract contains all the clauses and provisions agreed between the Parties. No agent or representative of the Parties has the authority to bind the Parties by any declaration, promise, commitment or agreement which is not contained in the Contract. |
| 16. Endorsements | * 1. No amendment to the terms and conditions of the Contract, including modifications to the scope of the Services, may be made without written agreement between the Parties. However, each Party will give due consideration to any proposed modification or change presented by the other Party.   2. The prior written consent of each party is required in the event of a significant modification or variation. |
| 17. Force Majeure |  |
| has. Definition | * 1. For the purposes of the Contract, the term “force majeure” means any event beyond the control of a Party, which is not foreseeable, which is unavoidable and which makes it impossible for a Party to perform its obligations, or which makes this execution so difficult that it may be considered impossible in such circumstances; force majeure includes, but is not limited to : war, riots, civil unrest, earthquakes, fires, explosions, storms, floods or other natural disasters, strikes, or other industrial action, confiscations, or acts of prince .   2. The following do not constitute cases of force majeure: (i) events resulting from negligence or deliberate action of one of the Parties or one of its Subcontractors, agents or employees, (ii) events that 'a Party acting with diligence would have been likely to take into consideration at the time of entering into the Contract and avoid or overcome in the performance of its contractual obligations.   3. Insufficient funds and failure to pay do not constitute force majeure. |
| b. Non-breach of Contract | * 1. The failure of one of the Parties to fulfill any of its contractual obligations does not constitute a breach of Contract, or a breach of its contractual obligations, if such failure results from a case of force majeure, to the extent that the Party placed in such a situation has taken all reasonable precautions and measures to enable it to fulfill the terms and conditions of the Contract. |
| vs. Arrangements to take | * 1. A Party experiencing a force majeure event must continue to fulfill, to the maximum extent possible, its obligations under this Contract and must take all reasonable steps to minimize the consequences of the force majeure.   2. A Party affected by a case 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 the other Party as soon as possible of the return to normal conditions.   3. Any deadline granted to a Party for the performance of its contractual obligations will be extended by a period equal to the period during which this Party was unable to perform its obligations following a case of force majeure.   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 CA, must  1. cease its activities and demobilize, in which case it will be reimbursed for the reasonable and necessary costs incurred and those relating to the resumption of the Services if the CA so requests, or 2. continue to perform the Services as far as possible, in which case the Consultant will continue to be remunerated in accordance with the terms of the Contract; he will also be reimbursed within a reasonable limit for any necessary additional costs he may have incurred.    1. In the event of disagreement between the Parties as to the existence or seriousness of a case of force majeure, the dispute will be resolved in accordance with the provisions of clauses 48 and 49 of the GCC. |
| 18. Suspension | * 1. The CA has the right to suspend payments to the Consultant by sending a suspension notification letter if the Consultant fails to fulfill its contractual obligations, including the provision of the Services. This suspension notification letter will (i) specify the nature of the breach and (ii) request the consultant to explain the reason for the breach and seek to remedy it within a period not exceeding thirty (30) days after receipt by the Consultant of the suspension notification . |
| 19. Termination | 19. 1 The Contract may be terminated by either party under the following conditions : |
| has. By the AC | 19.1.1 The CA has the right to terminate the Contract following any of the events set out in paragraphs (a) to (f) of this Clause. In such a case, the CA will provide notice by written notification of a minimum of thirty (30) days to the Consultant in the case of the events referred to under (a) to (d), sixty (60) days in the case events referred to under (e) and five (5) days in the case of events referred to under (f) :  (a) if the Consultant fails to remedy a breach of its contractual obligations, following notification of suspension in accordance with the provisions of Clause 18 above ;  (b) if the Consultant (or, if the Consultant is constituted by several legal entities, one of the partners) goes bankrupt or enters into judicial settlement, liquidation or receivership, whether voluntarily or not ;  (c) if the Consultant fails to comply with the final decision taken following an arbitration proceeding initiated in accordance with the provisions of Clause 49.1 below ;  (d) if, following a force majeure event, the Consultant is unable to perform a substantial part of the Services for a period exceeding sixty (60) days ;  (e) if the CA, on its own initiative and for whatever reason, decides to terminate the Contract;  (f) if the Consultant fails in its obligation to confirm the availability of key personnel as required in GCC Clause 13.  19.1.2 In addition, if the CA establishes that the Consultant engaged in corruption or fraudulent, collusive, coercive or obstructive tactics in obtaining or performing the Contract, the CA has the right to terminate the Contract after fourteen (14) days written notice to the Consultant. |
| b. By the Consultant | 19.1.3 The Consultant has the right to terminate the Contract, by written notice given within a period which cannot be less than thirty (30) days following the occurrence of one of the cases described in paragraphs (a) to (d). ) below:  (a) if the CA does not pay, within forty-five (45) days following receipt of written notification from the Consultant of 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 Clause 49.1 below;  (b) if, as a result 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 CA fails to comply with the final decision taken following an arbitration proceeding conducted in accordance with the provisions of Clause 49.1 below; Or  (d) if the CA has breached its contractual obligations and has not remedied within forty-five (45) days (or any additional period that the Consultant may have accepted in writing) after receipt of the notification made by the Consultant for this failure. |
| vs. Termination of rights and obligations | 19.1.4 All contractual rights and obligations of the Parties shall cease upon termination of the Contract in accordance with the provisions of Clauses 12 or 19, or upon completion of the Contract in accordance with the provisions of Clause 14, except: (i) the rights and obligations which may remain on the date of termination or completion of the Contract, (ii) the reserve obligation defined in Clause 22 below, (iii) the obligation of the Consultant to authorize inspection, copying and verification of accounts and records, in accordance with Clause 25 below, and to cooperate with and provide assistance in an inspection or investigation, and (iv) any rights that a Party may retain in accordance with to the provisions of applicable law. |
| d. Termination of Services | 19.1.5 Upon termination of the Contract by notice from one Party to the other in accordance with the provisions of Clauses 19 (a) or 19 (b) above, the Consultant shall, upon sending or receiving such notification, take measures to best conclude the Services and attempt to restrict the corresponding expenses as much as possible. With regard to the documents prepared by the Consultant, and the equipment and other contributions of the CA, the Consultant will proceed as indicated in Clauses 27 and 28 of the GCC below. |
| e. Payment following termination | 19.1.6 Following termination of the Contract, the CA will pay the Consultant the following sums:  (a) remuneration payable in accordance with the provisions of Clause 42 below in respect of Services which have been satisfactorily performed up to the date of termination; and other expenses reimbursable in accordance with the provisions of Clause 42 in respect of expenses actually incurred before the effective date of termination; And  (b) in the cases of termination defined in paragraphs (d) to (e) of Clause 19.1.1 of the GCC, reimbursement within a reasonable limit of expenses resulting from the rapid and orderly conclusion of the Contract, as well as repatriation expenses of the Consultant's staff. |

C. Obligations of the Consultant

|  |  |
| --- | --- |
| 20. General provisions |  |
| has. Standards of achievement | 20.1 The Consultant will perform the Services and fulfill its obligations in a diligent, efficient and economical manner in accordance with generally accepted techniques and practices ; will practice sound management; will 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 Services, the Consultant will always act as a loyal advisor to the CA, and will in all circumstances defend the legitimate interests of the CA in its relationships with Subcontractors or Third Parties.  20.2 The Consultant will employ and provide personnel and subcontractors with the necessary qualifications and experience to carry out the Services.  20.3 The Consultant may subcontract part of the Services on the express condition that the key personnel and subcontractors have been approved in advance by the CA. Regardless of such approval, the Consultant remains fully responsible for carrying out the Services. |
| b. Law applicable to the Services | 20.4 The Consultant will perform the Services in accordance with Applicable Law and will take all possible measures to ensure that the Subcontractors, as well as the personnel of the Consultant and the Subcontractors, comply with the Applicable Law.  20.5 During the execution of the Contract, the Consultant will comply with the prohibitions on the importation of goods and services into the country of the CA when:   1. the law or public regulation of the country of the CA prohibits commercial relations with a country, or 2. Pursuant to a decision taken by the United Nations Security Council under Chapter VII of the United Nations Charter, the CA country prohibits any payments to natural or legal persons of a country.   20.6 The CA will notify the Consultant in writing of the local customs which it must respect, and the Consultant must respect the local customs thereafter, after such notification. |
| 21. Conflict of interest | 21.1 The Consultant will protect above all the interests of the CA without taking into account the possibility of a future mission and will strictly avoid any conflict of interest with other missions or with the interests of his own company. |
| has. Commissions, discounts , etc. | 21.1.1 Payment to the Consultant, which will be made in accordance with the provisions of GCC Clauses 41 to 46, will constitute the only payment under the Contract and, subject to the provisions of Clause 21.1.3 below, the Consultant will not will accept for itself no commission of a commercial nature, rebate or other payment of this type in connection with the activities carried out under the Contract or in the performance of its contractual obligations, and it will endeavor to ensure that its Personnel and its agents , as well as the Subcontractors, their staff and their agents, do not receive additional remuneration of this nature.  21.1.2 If, as part of the execution of his Services, the Consultant is responsible for advising the CA on the purchase of goods, works or services, he will comply with the applicable ECOWAS Rules and will exercise in all circumstances its responsibilities so as to best protect the interests of the CA. Any discount or commission obtained by the Consultant in the exercise of its procurement responsibilities will be remitted to the CA. |
| b. Non-participation of the Consultant and his associates in certain activities | 21.1.3 The Consultant, as well as its affiliates or Subcontractors and their affiliates, undertake, during the duration of the Contract and at its end, to provide goods, works or services (other than consultant services) intended for any project arising from the Services provided for the preparation or implementation of the project. |
| vs. Prohibition of incompatible activities | 21.1.4 The Consultant, and under his responsibility his Subcontractors and their staff, must not engage, directly or indirectly, in commercial or professional activities which could be incompatible with the activities entrusted to them under the Contract. . |
| d. Duty to report conflicting activities | 21.1.5 The Consultant, and under his responsibility his Subcontractors and their staff have the obligation to report to the CA any real or potential conflict situation which could have an impact on their ability to best serve the interests of the consultant. 'AC, or which could be perceived as such. Failure to report such a situation may result in disqualification of the Consultant or termination of the Contract. |
| 22. Reserve obligation | 22.1 The Consultant and its Personnel undertake not to disclose confidential information relating to the Services nor to make public the recommendations made during the execution of the Services or which result therefrom without prior written authorization from the CA. |
| 23. Responsibility of the Consultant | 23.1 Subject to additional provisions contained in the **CPC** from time to time, the Consultant's responsibilities under the Contract are governed by Applicable Law. |
| 24. Insurance payable by the Consultant | 24.1 The Consultant : (i) will take and maintain, and cause its Subcontractors to take and maintain at its expense (or at the expense of the Subcontractors, as applicable), but in accordance with the terms and conditions approved by the Consultant AC, insurance covering the risks and for the amounts indicated in the **CPC** , and (ii) at the request of the AC, will provide it with proof that this insurance has been taken out and maintained and that the premiums have been paid. The Consultant must take out this insurance before the commencement of the Services as indicated in Clause 13 above. |
| 25. Accounting, inspection and audits | 25.1 The Consultant will maintain up-to-date and systematic accounting and documentation relating to the Services, in accordance with generally accepted accounting principles, and in a form sufficiently detailed to enable all expenses and costs to be clearly identified, and the basis on which they have been calculated ; it will ensure that its subcontractors and service providers act in the same way.  25.2 In accordance with paragraph 2.2 e of Annex 1 of the General Conditions, the Consultant will allow and ensure that its agents (whether declared or not), subcontractors, consultants, service providers, suppliers, and personnel, allow ECOWAS and/or persons it will designate to inspect the site and/or examine the accounts, accounting documents, statements and other documents relating to the award of the contract, selection and/ or or the execution of the contract and to have them verified by auditors appointed by ECOWAS. The Consultant's attention is drawn to Clause 10 above which stipulates, among other things, that hindering the exercise by ECOWAS of its right of examination and verification as provided for in this clause constitutes an prohibited practice which may lead to termination of the Contract. |
| 26. Reporting Obligations | 26.1 The Consultant will provide the CA with the reports and documents indicated in the attached **Annex A , in the form, on time and in the quantities indicated in this Annex.** |
| 27. Ownership of documents prepared by the Consultant | 27.1 Except as otherwise provided in the **CPC** , 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 Consultant The AC under the Contract will be confidential and will become and remain the property of the AC. The Consultant will submit them to the CA before termination or completion of the Contract, with the corresponding detailed inventory. The Consultant may keep a copy of the documents and software but may not use them for reasons unrelated to the Contract without having obtained the prior written consent of the CA.  27.2 If the Consultant is to 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 CA who will have the right , at its discretion, to seek recovery of the cost of expenses incurred for the development of the programs concerned. Any other restrictions which may concern the use of these documents and software at a later date will, where applicable, be indicated in the **CPC** . |
| 28. Equipment, vehicles and supplies | 28.1 Equipment, vehicles and supplies made available to the Consultant by the CA or purchased in whole or in part with funds provided by the CA, will be the property of the CA and will be marked accordingly. Upon termination of the contract or upon its completion, the Consultant will provide the CA with an inventory of such equipment, vehicles and supplies and will process them in accordance with the instructions of the CA. The Consultant, subject to written instructions to the contrary from the CA, will take out insurance for the equipment, vehicles and supplies which will remain in place as long as these goods remain in its possession, at the expense of the CA and for an amount equal to their replacement value.  28.2 Equipment and supplies brought by the Consultant and his Staff to the Government country and used for the purposes of the mission or for personal use will remain the property of the Consultant or his Staff, as the case may be. |

D. Consultant Personnel and Subcontractors

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| 29. Description of key personnel | 29.1 The titles, job descriptions, minimum qualifications and estimated duration of engagement necessary to perform the Services for key members of the Consultant's Key Personnel are described in **Annex** B.  29.2 If necessary to comply with the provisions of Clause 20 a ), the Consultant may adjust the estimated duration of engagement of Key Personnel indicated in **Annex B** , by written notification to the CA, provided that: (i ) these adjustments do not modify the planned duration of engagement of one of the individual experts by more than 10%, or one week, whichever is longer, and (ii) the totality of these adjustments does not exceed the limits set out in Clause 41.2.  29.3 If additional tasks are requested in addition to the Services defined in **Annex A** , the estimated duration of engagement of Key Personnel may be extended by written agreement between the CA and the Consultant. If this extension leads to the ceilings set in Clause 41.1 being exceeded, the Parties will sign an amendment to the Contract. |
| 30. Replacement of Key Personnel | 30.1 Unless the CA agrees in writing, no changes will be made to Key Personnel.  30.2 Notwithstanding the above, the replacement of Key Personnel during the execution of the Contract may only be considered following 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 replacement purposes, the Consultant will provide a person of equal or greater qualification, at the same rate of remuneration. |
| 31. Approval for additional key personnel | 31.1 If during the execution of the Contract, it proves necessary to mobilize additional Key Personnel for the performance of the Services, the Consultant will submit for review and approval by the CA, the curriculum vitae of the personnel(s). If the CA does not formulate a reasoned objection in writing within twenty-two (22) days following the date on which it receives the curriculum vitae, such Personnel will be considered to be approved by the CA. The remuneration payable under additional staff will be based on the rates of pay of other staff with similar qualifications and experience. |
| 32. Withdrawal of staff or subcontractor | 32.1 If the CA discovers that one of the members of the Staff or subcontractor has been guilty of a serious breach or is being prosecuted for a crime or misdemeanor, or if the CA establishes that one of the members of the Staff or under - contractor has engaged in corruption or fraudulent, collusive, coercive or obstructive practices during the execution of the Services, the Consultant must provide for his replacement, upon written request from the CA.  32.2 If the CA considers that one of the members of the Key Personnel, other personnel or subcontractor does not have the necessary competence or proves incapable of carrying out his duties, the CA has the right to request his replacement, specifying the reasons.  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 who must be acceptable to the CA. |
| 33. Replacement or withdrawal of staff – consequences on payments | 33.1 Unless the CA has agreed otherwise: (i) the Consultant will be responsible for all additional travel and other costs resulting from the removal and/or replacement, and (ii) the remuneration paid for each member of the replacement Staff will not exceed the remuneration which would have been paid to the member of the Staff replaced. |
| 34. Working hours, overtime, holidays, etc. | 34.1 Business hours and public holidays applicable to Personnel are set out in **Annex** B. To take into account travel times to or from the CA country, Personnel who will perform the Services in the CA country will be deemed to have started (or completed) the Services the number of days before upon arrival or after departure from the CA country indicated in Annex **B.**  34.2 Staff will not have the right to be paid overtime, nor to benefit from sick leave or vacation, except in the cases defined in **Appendix B** ; Consultant remuneration will be deemed to cover such hours, sick leave or vacation.  34.3 Leave taken by Key Personnel will be subject to prior approval by the Consultant who will ensure that absences for leave do not risk delaying the implementation and monitoring of the Services. |

E. Obligations of the CA

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| 35. Assistance and exemptions | 35.1 Unless otherwise indicated in the CPC, the CA will use its best efforts to:  (a) assist the Consultant in obtaining work permits and other documents necessary for the performance of the Services ;  (b) assist the Consultant in quickly obtaining for its Personnel and, where applicable, their families, entry and exit visas, residence permits, and all other documents required for their stay in the CA country during the execution of the Services;  (c) facilitate customs clearance of goods necessary for the performance of the Services and personal effects belonging to Personnel and their families ;  (d) give official Government agents and representatives the instructions and information necessary for the rapid and efficient execution of the Services ;  (e) assist the Consultant, its Subcontractors and their staff in obtaining exemption from any registration obligation, or any authorization to practice their profession in a company or as an individual in the country of the CA, in accordance with the provisions of applicable law;  (f) assist the Consultant, its Subcontractors and their Personnel, in accordance with the provisions of Applicable Law, to obtain authorizations to import into the country of the CA reasonable amounts in foreign currency for the execution of the Services and the needs of the Personnel, and to re-export the amounts in foreign currency which have been paid to the Personnel for the performance of the Services; And  (g) provide the Consultant with any other assistance indicated, if applicable, in the **CPC** . |
| 36. Access to the Project site | 36.1 The CA guarantees the Consultant free, free and unhindered access to the sites to which access is necessary for the execution of the Services. The CA will be responsible for any damage to property, movables and buildings which may result therefrom, and will exonerate the Consultant and its Personnel from liability for such damages, unless they result from a breach or negligence of the Consultant . , Subcontractors or their Personnel. |
| 37. Modification of Applicable Law Concerning Taxes | 37.1 If, after the date of signature of the Contract, the Law applicable to taxes and duties in the country of the CA is modified, and this results in an increase or decrease in the costs payable by the Consultant in respect of performance of the Services, remuneration and reimbursable expenses payable to the Consultant will increase or decrease accordingly by agreement between the Parties, and the maximum amounts set out in Clause 41.1 will be adjusted accordingly. |
| 38. Services, facilities and properties of the CA | 38.1 The CA will make available free of charge to Consultant and Personnel, for the purposes of carrying out the Services, the services, facilities and properties indicated in **Annex A** on the dates and in the manner indicated in said Annex.  38.2 If these services, facilities and properties cannot be made available to the Consultant on the dates and in the manner provided for in **Annex A** , the Parties will agree (i) on the additional time granted to the Consultant for the execution of the Services, ( (ii) the terms on which the Consultant will obtain such services, facilities and properties, and (iii) additional payments which may be made to the Consultant in accordance with the provisions of GCC Clause 41.3. |
| 39. Counterparty Personnel | 39.1 The CA will make available to the Consultant free of charge the executive counterpart and support staff, who will be selected by the CA assisted by the Consultant, if this is mentioned in Annex **A.**  39.2 If the CA does not provide Counterpart Personnel to the Consultant on the dates and as indicated in **Annex A** , it will agree with the Consultant (i) how the Services affected by this change will be carried out, and (ii) additional payments that it will pay, if applicable, to the Consultant in this respect in accordance with the provisions of Clause 41.3.  39.3 The counterpart management and support staff, excluding CA liaison staff, will work under the exclusive direction of the Consultant. If a member of the Counterpart Personnel does not satisfactorily perform the tasks entrusted to him by the Consultant within the framework of the position to which he has been assigned, the Consultant may request that he be replaced ; Unless there is a serious reason, the CA cannot refuse to respond to the Consultant's request. |
| 40. Payment Obligations | 40.1 The CA will make payments to the Consultant for the Services rendered under the Contract, in accordance with the provisions of the Clauses of Chapter F below. |

F. Payments made to the Consultant

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| 41. Ceiling amount | 41.1 An estimate of the cost of the Services is set out in **Annex C** (Remuneration) and **Annex D** (Reimbursable Expenses).  41.2 Payments made under the Contract will not exceed the foreign currency and domestic currency ceilings specified in the **CPCs** .  41.3 If additional payments to the ceilings indicated in Clause 41.2 are to be made to the Consultant, an amendment to the Contract must be signed by the Parties, referring to the provision which allows such an amendment. |
| 42. Remuneration and reimbursable expenses | 42.1 The CA will pay the Consultant: (i) the remuneration determined on the basis of the time actually spent by each of the experts in the execution of the Services after the Commencement Date of the Services or any other date which the Parties have agreed in writing, and (ii) the reimbursable expenses actually incurred by the Consultant in the performance of the Services.  42.2 Payments will be determined by applying the rates provided for in Appendices **C and D.**  42.3 Unless the **CPC** provides for the revision of remuneration prices, these prices will be fixed for the duration of the Contract.  42.4 The remuneration rates include : (i) the salaries and allowances that the Consultant has agreed to pay to the Staff as well as factors relating to social charges and overheads (bonuses and other incentive arrangements are not allowed in the calculation overheads), (ii) the cost of headquarters staff providing technical support not included in the Personnel list in **Annex B** , and (iii) the Consultant's profit margin and (iv) any other costs possibly indicated in the **CPCs** .  42.5 All rates for Personnel not yet appointed will be provisional and subject to revision, subject to the written approval of the CA, when the applicable salaries and allowances are known. |
| 43. Taxes | 43.1 Unless otherwise specified in the **CPC** , the Consultant, Subcontractors and Personnel will pay taxes, duties, levies and other charges imposed under the Contract.  43.2 As an exception to the above, and as indicated in the **CPC** , identifiable indirect taxes (identified as such during Contract negotiations) will be reimbursed to the Consultant or will be paid by the CA on behalf of the Consultant. |
| 44. Payment currency | 44.1 Payments under the Contract will be made in the currency(ies) specified in the **CPC** . |
| 45. Billing and payment terms | 45.1 Billing and payments for the Services will be made as follows :  (a) *Advance* : Within the time limits provided after the effective date, the CA will pay the Consultant an advance in the amount indicated in the **CPC** . Unless otherwise stated in the **CPC** , the advance will be paid after constitution by the Consultant of a bank guarantee issued in favor of the CA with a bank acceptable to it, for an amount (or amounts) in the or the currency(ies) specified in the **CPC** ; this guarantee must (i) remain valid until the advance has been fully repaid, and (ii) be in the form defined in Annex E or in any other form that the CA has approved in writing. The advance will be recovered by the CA in equal amounts corresponding to the monthly statements presented by the Consultant and the number of months of Services specified in the **CPCs** until the advance has been fully repaid.  (b) *Statements* : As soon as possible and no later than 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 CPC, the Consultant will present **to** the 'AC, in duplicate, a detailed statement accompanied by copies of invoices, slips and other appropriate supporting documents, of the amounts payable in accordance with Clauses 44 and 45 for the months or any other period specified in the **CPC** . Different accounts will be established for expenses payable in foreign currencies and in national currencies. Each statement will indicate separately the part of the expenses which corresponds to remuneration and that which corresponds to reimbursable expenses.  (c) The CA will make payment of the sums corresponding to the statements presented by the Consultant within sixty (60) days following receipt of these statements and the corresponding supporting documents. Only payment of the part of the statement which is not correctly justified may be deferred. If payments made do not correspond to authorized expenses, the CA may make the adjustment during subsequent payments.  (d) *Final payment* : the final payment made under this Clause may only be paid after submission by the Consultant and approval by the CA of the report entitled “Final Report” and the statement entitled “Final Statement”. The Services will be considered completed and accepted by the CA, and the final report as well as the final statement approved by the CA within ninety (90) days following receipt by the CA unless the latter in this same period of ninety days notifies the Consultant in writing of the inadequacies and inaccuracies that he may have noted in the execution of the Services, in the Final Report or in the final statement. The Consultant will immediately make the necessary changes and corrections and the same procedure will be repeated. Any amount that the CA has paid or caused to be paid in accordance with the provisions of this Clause in addition to the amounts actually payable in accordance with the provisions of the Contract will be reimbursed to the CA by the Consultant within thirty (30) days following notification to it. will be made. Such a reimbursement request from the CA must be made within twelve (12) calendar months following receipt by the CA of the Final Report and the final statement, and its approval in accordance with the procedure mentioned above.  (e) All payments made under the Contract will be made to the Consultant's accounts specified in the **CPC** .  (f) Except for the final payment referred to in paragraph (d) above, payments do not constitute evidence of acceptance of the Services and do not relieve the Consultant of its obligations under the Contract. |
| 46. Default interest | 46.1 If the CA fails to pay within thirty (30) days from the date on which payment is due under Clause 45.1(c), the amounts which are due to the Consultant, interest will be paid to the Consultant for each day late at the annual rate indicated in the **CPC** . |

G. Equity and good faith

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| 47. Good faith | 47.1 The Parties undertake to act in good faith with respect to their mutual contractual rights and to take all possible measures to ensure the achievement of the objectives of the Contract. |

H. Dispute Resolution

The parties shall endeavor to resolve amicably any dispute relating to the contract which may arise between them. In the event of failure of an amicable settlement, and within the framework of a local, regional or international call for tenders, the dispute will be submitted to arbitration by the ECOWAS Court of Justice.

II I. ECOWAS Rules

Annex 1: Fraud and corruption

***(The text of this annex must not be modified)***

**1. Purpose**

1.1 The ECOWAS Anti-Corruption rules and this section are applicable to the award of contracts in agencies, offices and institutions.

**2. Requirements**

2.1 ECOWAS requires, as part of the procurement procedure that it finances, to request the beneficiaries of its financing as well as bidders (candidates/proposers), suppliers, service providers, contractors and their agents ( declared or not), personnel, subcontractors and suppliers to observe, during the award and execution of these contracts, the strictest rules of professional ethics and to refrain from practices of fraud and corruption.

2.2 Under this principle, ECOWAS

1. for the purposes of applying this provision, defines the following expressions as follows:
   1. anyone who offers, gives, solicits or accepts, directly or indirectly, any advantage with a view to unduly influencing the action of another person or entity is guilty of “corruption”;
   2. engages in “fraudulent maneuvers” anyone who acts, or distorts facts, deliberately or through gross negligence,or attempts to mislead any person or entity in order to obtain a financial or other advantage, or evade an obligation ;
   3. engage in “collusive maneuvers” persons or entities who collude in order to achieve an illicit objective, in particular by unduly influencing the action of other persons or entities ;
   4. engages in “coercive maneuvers” anyone who harms or harms, or threatens to harm or harm, directly or indirectly, a person or their property with a view to unduly influencing the actions of that person or entity; And
   5. and engages in “obstructive maneuvers”

(a) anyone who deliberately destroys, falsifies, alters or conceals evidence on which an ECOWAS investigation into corruption or fraudulent, coercive or collusive practices is based, or makes false statements to its investigators intended to obstruct its investigation; or threaten,harasses or intimidates someone to prevent them from providing information relating to this investigation, or from continuing the investigation; Or

(b) one who deliberately obstructs the exercise by ECOWAS of its right of review as stipulated in paragraph (e) below ; And

1. will reject the proposal for award of the contract if it establishes that the tenderer to whom it is recommended to award the contract is guilty of corruption, directly or through an agent, or has engaged in fraudulent, collusive maneuvers , coercive or obstructive with a view to obtaining this contract;
2. in addition to the coercive measures defined in the procurement code, the CA may decide on other appropriate actions, including declaring the procurement non-compliant if it determines, at any time, that the representatives of the CA or of 'a beneficiary of the financing has engaged in corruption or fraudulent, collusive, coercive or obstructive maneuvers during the procurement procedure or the execution of the contract without the CA having taken, in due time, the measures necessary to remedy this situation, including by failing in its duty to inform the CA when it became aware of said practices ;
3. will sanction a company or an individual, within the framework of ECOWAS Anti-Corruption rules
4. will require that tender documents contain a provision requiring bidders (candidates/proposers), consultants, suppliers and contractors, subcontractors, service providers, suppliers, agents, and their personnel to authorize ECOWAS to inspect [[2]](#footnote-2)the documents and accounting records and other documents relating to the award of the contract, the selection and the execution of the contract and to submit them for verification to auditors designated by it.

V I.  Special conditions of the Contract

*[Notes in square brackets [ ] are given as a recommendation; all these notes should be deleted in the final text]*

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| **CGC clause** | **Modifications and additions to the Clauses of the General Conditions of the Contract** |
| **GCC 1.1 (a)** | **The Contract will be governed by the laws and other texts having the force of law in the country:** *[insert country name].*  *[ Note : Contracts financed by ECOWAS generally indicate that the law applicable to the contract will be that of the CA country. However, the Parties may choose the law of another country for this purpose. In the latter case, specify the name of the country and delete this note.]* |
| **GCC 1.1 (b)** | **The Applicable Rules Date is**  *[insert applicable version date ]* |
| **CGC 4.1** | **The language is:**  *[insert language.].* |
| **CGC 6.1 and 6.2** | **The addresses are** *[filled in during negotiations with the selected firm]* **:**  AC:    Attention :  Fax:  Email (if allowed):  Consultant:    Attention :  Fax:  Email (if allowed): |
| **CGC 8.1** | *[ Note : If the Consultant is constituted by a single entity, indicate: “Not applicable”;*  *OR*  *If the Consultant is made up of a consortium of more than one legal entity, the name of the entity whose address appears in clause CPC 6.1 must be inserted here.]*  **The Lead Partner on behalf of the group is** *[insert name of Lead Partner]* |
| **CGC 9.1** | **The designated Representative is:**  For the AC: *[name, title]*  For the Consultant: *[name, title]* |
| **GSC 11.1** | *[ Note : If there are no conditions for bringing the Contract into force, insert “Not applicable”]*  ***OR***  *Indicate here the conditions for the entry into force of the Contract, if applicable, such as for example, payment to the Consultant of the advance against provision of the advance reimbursement guarantee --see Clause CPC 45.1(a), etc.]*  **The conditions of entry into force are:** *[insert “Not applicable” or indicate conditions]* |
| **CGC 12.1** | **Termination of the Contract by default of entry into force:**  **The deadline is** *[insert deadline, e.g. four months].* |
| **GCC 13.1** | **Commencement of Services:**  **The period in days is**  *[e.g. ten].*  Confirmation of the availability of key personnel to begin the mission must be provided to the CA in writing, in the form of a written declaration from each key personnel. |
| **GCC 14.1** | **Completion of the Contract:**  **The period will be** *[insert deadline, e.g. twelve months].* |
| **GCC 23.1** | **There is no additional provision.**  *[OR*  The following limitation of the Consultant's liability with regard to the AC may be subject to negotiation when finalizing the Contract:  **“Limitation of the Consultant's liability with regard to the AC:**   1. **Except in cases where the damage or loss results from gross or intentional misconduct by the Consultant or any person or company operating on behalf of the Consultant in the performance of the Services, the Consultant will not be liable to the CA for damage caused by the Consultant to the CA's property:**   **(i) for any indirect or consequential damages or losses ; And**  **(ii) for any damage or direct loss the amount of which exceeds** *[insert multiple, e.g. one, two or three]* **times the total amount of the Contract.**   1. **This limitation of liability** 2. **shall not affect the liability of the Consultant, if any, for damages caused to third parties by the Consultant or any person or company acting on behalf of the Consultant in the performance of the Services.** 3. **born will not be deemed to grant the Consultant any limitation or exemption from liability which would be contrary to Applicable Law** *[insert “* ***Applicable Law*** *”, this is the law of the country of the CA* 4. *[ Notes to the CA and the Consultant : Any proposal from the Consultant to introduce exclusions/limits to the Consultant's contractual responsibilities should be carefully considered by the CA* 5. *If the Parties wish to introduce limits or partial exclusions to the Consultant's responsibilities towards the CA they must note that, to be accepted, the Consultant's liability must be determined in value so as to be related to: (a) damages that the Consultant could cause to the CA and (b) the financial capacity of the Consultant taking into account its assets and the insurance coverage available. In no event shall the Consultant's liability be less than a specified integral multiple of the estimated total payments to be received by the Consultant as remuneration and reimbursable expenses under the Contract. ECOWAS does not accept any provision which would tend to limit the Consultant's liability to the re-performance of defective Services . Furthermore, the Consultant's liability must never be limited in the event of gross or intentional misconduct.*   *ECOWAS will not accept a provision according to which the CA replaces the liability of the Consultant with regard to third party claims, unless of course such claim is due to loss or damage resulting from fault or willful misconduct of on the part of the CA, to the extent of applicable law* . *]* |
| **GCC 24.1** | **Risk insurance coverage will be as follows:**  *[Note: Delete what is not applicable, except (a)].*  **(a) Professional liability insurance, with minimum coverage of**  *[insert amount and currency, which should not be less than the contract amount];*  (b) Third party motor insurance for vehicles used by the Consultant, Subcontractors and their Personnel, in the country of the CA for a minimum cover of *[insert amount and currency, or indicate “in accordance with the provisions of the Law applicable”];*  (c) Third party insurance, for minimum coverage *of [insert amount and currency, or indicate “in accordance with the provisions of Applicable Law”];*  (d) Employer and work accident insurance covering the Personnel of the Consultant and their Subcontractors, in accordance with the legal provisions in force, and life, health, travel or other insurance; And  (e) Insurance against loss or damage to (i) equipment financed in whole or in part under the Contract, (ii) property used by the Consultant in providing the Services, and (iii) documents prepared by the Consultant for the execution of the Services. |
| **GCC 27.1** | *[If applicable, insert document ownership rights exceptions*  *]* |
| **GCC 27.2** | *[If the documents can be freely used by both Parties after the end of the Contract, this CPC Clause 27.2 must be deleted from the CPC. If the Parties wish to limit the use that may be made of it, one of the following options—or any other option agreed upon by the Parties—may be retained:]*  [ **The Consultant will not be able to use these** *[insert applicable provision: documents and/or software* ***]* for purposes unrelated to the Contract, without prior written authorization from the CA** ]  *OR*  [ **The CA will not be able to use these** *[insert applicable provision: documents and/or software]* **for purposes unrelated to the Contract without the prior written authorization of the Consultant.** ]  *OR*  [ **No Party may use these** *[insert applicable provision: documents and/or software]* **for purposes unrelated to the Agreement without the prior written authorization of the other Party.** ] |
| **CGC 32** | ***[Note to the CA: insert the following for a civil engineering works supervision contract; otherwise omit]***  Insert paragraph 32.3 below and renumber previous paragraph 32.3 as paragraph 32.4:  “ If the CA considers that one of the members of the Key Personnel, other personnel or subcontractor is not complying with the Code of Conduct (ESHS) of the Consultant (in particular transmission of contagious diseases, sexual harassment, gender-based violence, illicit or criminal activity), this personnel must be replaced by the Consultant, or upon written request made by the CA. » |
| **GCC 35.1  (a) to (e)** | *[Indicate any changes or additions to Clause 35.1. If there are no changes, delete this CPC Clause 35.1.]* |
| **GCC 35.1(f)** | *[Indicate any other assistance to be provided by the CA. If there are no additions, delete this CPC Clause 35.1(f).]* |
| **GCC 41.2** | **The foreign currency ceiling is** *[insert amount and currency for each currency* ***]* local indirect taxes** *[indicate included or excluded]* .  **The ceiling in national currency is** *[insert amount and currency]* **local indirect taxes** *[indicate included or excluded].*  **Local taxes and indirect taxes payable under the Contract for the Services provided by the Consultant will be** *[insert as appropriate: “* ***paid*** *” or “* ***reimbursed*** *”]* **by the AC** *[insert as appropriate: “* ***on behalf of*** *” or “* ***to*** *”]* **Consultant** .  **The amount of these taxes is: \_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** *[insert the amount finalized during contract negotiations based on the estimates provided by the Consultant in Form FIN-2 of the Consultant's Financial Proposal.]* |
| **GCC 42.3** | **Remuneration prices** *[insert “* ***will*** *” or “* ***will not*** *”]* **revised** .  *[If the duration of the Contract is less than 18 months, prices should not be revised.*  *It will be necessary to include price review provisions here if the contract duration is longer than 18 months. This adjustment must be made every twelve months from the date of the contract for remuneration in foreign currency and for remuneration in national currency—unless the inflation rate is very high in the country of the CA, in which case it will be necessary to provide for more frequent adjustments. Foreign currency remuneration will be adjusted using the relevant wage index in the country whose currency is used (usually the Consultant's country); remuneration in national currency will be adjusted using the corresponding index for the CA country. An example of a clause is presented below for information purposes:*  Remuneration payments made in *[foreign and/or national] currency* will be adjusted as follows:  (1) Remuneration paid in foreign currency at the rates set out in Annex **C** will be adjusted every twelve months (the first adjustment applying to remuneration in the thirteenth month of the calendar year following the date of the Contract) by the formula below:  {or }  in which  *R f* is the adjusted remuneration,  *R fo* is the remuneration payable based on the rates indicated in Annex **C** for remuneration payable in foreign currency,  *I f* is the value of the official wage index in the country of the currency for the month considered, and  *I fo* the value of the same index for the month of the Contract date.  The Consultant will indicate the name, source and any information necessary for the identification of the official wage index *I f* and *I fo* in the formula above *: [Insert name, source and any information necessary for identification of the official wage index,**for example, " Consumer Price Index for all urban consumers, without seasonal variations, United States Department of Labor, Bureau of Statistics"]* ***.***  (2) Remuneration paid in national currency at the rates set out in **Annex D** will be adjusted every *[insert number]* month (the first adjustment applying to the remuneration of *[ insert number]* th month of the calendar year following the date of the Contract) by the following formula:  {or }  in which  *R l* is the adjusted remuneration,  *R lo* the remuneration payable on the basis of the rates indicated in Annex **D** for remuneration payable in national currency,  *I is* the official wage index in the CA country for the first month of the period for which the adjustment is supposed to be made, and  *I lo* the official salary index in the country of the CA for the month of the date of the Contract.  The CA will indicate the name, source and any information necessary for the identification of the official wage index *I f* and *I fo* in the formula above: *[Insert name, source and any information necessary for identification of the official wage index]*  (3) Any part of compensation which is paid in a currency different from currency of the index official salaries used in the adjustment formula , must be adjusted by a correction factor *X 0 / x. X 0* is the number of units of currency of the country of the official index , which is equivalent to one unit of the currency of payment at the date of the contract. *X* is the number of units of currency of the country of the official index , which is equivalent to one unit of the currency of payment first day of the first month for which the adjustment is supposed to have an effect . |
| **CGC 43.1 and 43.2** | *[ ECOWAS leaves it to the CA to decide whether the Consultant: (i) will be exempt from paying local indirect taxes, or (ii) will be reimbursed by the CA for the payment of these taxes and duties (or if the CA must pay these taxes and duties on behalf of the Consultant* ]  **The CA guarantees that** *[choose an applicable option that is in compliance with Article 16.3 of the IC and the conclusions of the negotiations (Form FIN-2, Part B, Estimate of local indirect taxes):*  *If IC 16.3 indicates an exemption, write:* **“ the Consultant, Subcontractors and Personnel will be exempt** ”  *OR*  *If IC 16.3 does not indicate the exemption, and depending on whether the CA must apply withholding tax or the Consultant must pay, write:*  “The CA will make payment on behalf of the Consultant, subcontractors and Personnel” *OR* “the CA will reimburse the Consultant, Subcontractors and Key Personnel)”  all taxes, duties, indirect taxes, and other charges imposed, under the legislation in force in the country of the CA, on the Consultant, the Subcontractors and their Personnel in respect of:  (a) any payment made to the Consultant, Subcontractors and Personnel (other than nationals or permanent residents of the Government's country) in respect of the performance of the Services ;  (b) all equipment and supplies brought into the country of the CA by the Consultant or their Subcontractors as part of the execution of the Services and which, imported, will subsequently be re-exported by the Consultant;  (c) any equipment, materials and supplies imported in connection with the performance of the Services, paid for from funds provided by the 4ac and deemed to be the property of the CA;  (d) any goods imported into the CA country by the Consultant, Subcontractors, their Personnel and their families (except nationals or permanent residents of the CA country) for their personal use, and which will subsequently be re-exported when they leave the CA country, provided that:   1. the Consultant, Subcontractors, their Personnel and their dependents comply with the customs procedures in force for the importation of goods into the CA country; And 2. if the Consultant, the Subcontractors, their Personnel and their dependents do not re-export these imported goods free of duties and taxes but dispose of them in the country of the CA, (i) they will pay these duties and taxes in accordance with the regulations of the country of the CA, or (ii) they will reimburse the CA for these taxes and duties if the latter had paid them at the time of introduction of these goods into the country of the CA. |
| **GCC 44.1** | **The currency(ies) of payment will be as follows *:*** *[indicate the currency(ies) in accordance with the Financial Proposal, Form FIN-2].* |
| **GCC 45.1(a)** | ***[*** *The payment of the advance can be made in foreign currency, in national currency or in a combination of these currencies; select the applicable option in the Clause below. The advance repayment guarantee must be in the same currency(ies).]*  The payment of the advance and the guarantee of payment of the advance will be governed by the following provisions:  (1) An advance of *[amount in foreign currency]* and *[amount in national currency]* will be paid within *[insert number]* days following the date of entry into force of the Contract. The advance will be reimbursed from the CA in equal installments upon presentation of accounts for the first *[insert number]* months of the Services until the advance is fully reimbursed.  (2) The bank guarantee for reimbursement of the advance will be issued for an amount(s) equal to and in the same currency(ies) as the advance. |
| **GCC 45.1(b)** | *[Delete this Clause if the Consultant must submit a monthly statement. Otherwise, the following text should be used to define the periodicity:*  **The Consultant will present to the CA a detailed statement every** *[insert quarters, semesters, etc…]* |
| **GCC 45.1(e)** | The account titles are:  For payments in foreign currency: *[insert account]*  For payments in national currency: *[insert account]* . |
| **GCC 46.1** | **The annual interest rate is:** *[insert rate]* . |
| **CGC 49** |  |

V. \_  Appendices

Annex A – Terms of Reference

***[*** *This Annex must include the Terms of Reference ( ToR ) finalized by the CA and the Consultant during the negotiations; the deadlines for completing the various tasks; the place where the various activities are carried out; detailed reporting obligations; the CA's contributions, including counterpart staff that the CA will need to assign to work with the Consultant's team; the specific tasks that must first be approved by the CA.*

*Insert the text arising from Section 7 (Terms of Reference) of the IC of the RFP, modified according to Forms TECH-1 to TECH-5 of the Consultant's Proposal. Report changes to Section 7 of the RFP]*

*If the Services include the control of civil engineering works, the following action requiring the prior agreement of the CA must be added in the part relating to the “Reporting Obligations” section of the ToR :*any action within the framework of a civil engineering works contract designating the Consultant as Project Manager or Project Manager, for which the said works contract stipulates that the written agreement of the CA as “Master of Work” is required. *]*

Appendix B – key personnel

*[Insert a table based on Form TECH-6 of the Consultant's Technical Proposal, finalized during Contract negotiations. Attach CVs (updated and signed by the relevant expert) establishing that key personnel have the required qualifications.]*

*[Indicate working hours for Key Personnel here; duration of travel to and from the CA country; paid leave rights, if applicable; public holidays in the country of the CA which may affect the activity of the Consultant, etc. Check consistency with Form TECH-6. In particular, one month is equivalent to 22 days of (billable) work and one day of (billable) work will not be less than eight hours of work. ]*

Appendix C – estimation of the cost of the Remuneration

1. Experts’ monthly rate :

*[Insert the salary rate table, reflecting [Form FIN-3] of the Consultant's Proposal, and any modifications agreed upon during contract negotiations, if applicable. Any modifications must be indicated by a specific note, and if there has been no modification, this should be indicated.]*

2.  *[Where the Consultant was recruited through the Quality Based Selection method, or the CA requested the Consultant to clarify the breakdown of very high rates of pay at the time of Contract negotiations, also add the following :*

*“ The agreed rates of remuneration are as set out in the attached Model Form I. This form will be prepared on the basis of Annex A to Form FIN-3 of the RFP “Declaration relating to Costs and Charges of the Consultant” submitted by the Consultant to the CA before the Contract negotiations.*

*In the event that this declaration is found to be incomplete or inaccurate (after inspections or audits by the CA in accordance with GCC Clause 25.2 or by any other means), the CA will have the right to make appropriate changes to the rates of pay. affected by such incomplete or inaccurate declaration. These modifications will be made retroactively, and in the event that the remuneration has already been the subject of payments by the CA before said modification, (i) the CA will have the right to deduct the excess payment from the monthly payment next payment to be made to the Consultant, or (ii) if there is no longer any payment to make to the Consultant, the latter will reimburse the CA for any excess payment within thirty (30) days of receipt of the request made by the CA in writing. Any request made by the CA for reimbursement must be made within twelve (12) calendar months from receipt by the CA of the final report and the final statement approved by the CA in accordance with the CGC Clause 45.1(d) of the Contract. »]*

**Model Form I**

**Breakdown of Fixed Rates Agreed in the Consultant Contract**

We confirm that basic salaries and allowances mentioned in the table below are indeed paid to the experts.

(Expressed in *[indicate currency]* ) \*

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Expert | | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| Name | Job | Base salary per month/day/  working hour | Social charges 1 | Overhead 1 | Subtotal | Profit margin 2 | Mission/  expat allowances. 1 | Agreed flat rate per month/day/working hour | Agreed flat rate 1 |
| *At headquarters* | |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |
| *Work in the CA country* | |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |
| 1 Expressed as a percentage of *(1)* .  2 Expressed as a percentage of *(4)* . | | | | | | | | | |
| \*If there is more than one currency, add a table | | | | | | | | | |

Authorized representative Date

Name and title:

Appendix D – Estimate of other reimbursable costs

* 1. *[Insert the table of reimbursable expense rates, reflecting [Form FIN-4] of the Consultant's Proposal, and any modifications agreed upon during contract negotiations, if applicable. Any modifications must be indicated by a specific note, and if there has been no modification, this should be indicated.]*
  2. All reimbursable expenses will be reimbursed at their actual cost, unless explicitly stated otherwise in this annex; in any case the amount reimbursed will not exceed the amount indicated in the Contract.

Appendix E - Advance Reimbursement Guarantee Form

*[cf. Clause 45.1 (a) of the GCC and 45.1 (a) of the CPC]*

*[Grant letterhead or SWIFT identification code]*

**Bank guarantee of reimbursement of the advance**

**Guarantor:**  *[name of bank and address of issuing bank]*

**Beneficiary:** *[name and address of CA]*

**Date :** *[insert date]*

**ADVANCE RETURN GUARANTEE NO. :** *[insert reference]*

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 the Beneficiary Contract no. *[contract number]* dated *[insert date]* for execution *[name of the Contract and description of the Services]* (hereinafter referred to as “the Contract”).

Furthermore, we understand that under the terms of the Contract, an advance in the amount of  
 *[insert amount in words]* *[insert amount in figures]* is paid against an advance repayment guarantee.

At the request of the Consultant, we undertake as Guarantor hereby, without reservation and irrevocably, to pay you on first demand, any sums of money that you may claim within the limit of *[insert amount in words] [insert amount in figures]* [[3]](#footnote-3). Your request for payment must include, either in the request itself or in a separate signed document accompanying or identifying the request, the declaration that the Consultant:

* 1. has not repaid the advance under the conditions specified in the Contract, specifying the amount not repaid by the Consultant; or
  2. used the advance for purposes other than the services covered by the Contract.

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

The ceiling amount of this guarantee will be gradually reduced by deduction of the amounts reimbursed by the Consultant as indicated on the certified statements or invoices marked “paid ” by the CA which will be presented to us. This guarantee expires at the latest on the earliest of the following dates: upon receipt of statements certified by the CA or of a paid invoice indicating that the Consultant has repaid the entire advance mentioned above, or on the [day] *day* of *[year]* [[4]](#footnote-4). Any request for payment must be received by this date at the latest.

This guarantee is governed by the ICC Uniform Rules for Guarantees on Demand, (RUGD) Revision 2010, ICC Publication No. 758.

*Signature*

*[Note: Italicized text should be removed from the final document; it is provided for information purposes only to facilitate preparation]*

Appendix F – Code of Conduct (ESHS)

*[* ***Note for the CA*** *: to be inserted for a civil engineering works supervision contract]*

**MODEL CONTRACT**

**Consulting Services**

Flat rate remuneration

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Preface

1. The standard Contract form has four parts: the Model Contract which must be signed by the CA and the Consultant, the General Conditions of Contract (GCC) including Annex 1 – Fraud and Corruption , the Special Conditions of Contract ( CPC) and the Appendices.
2. The General Conditions, including Annex 1, must not be modified. Any additional provisions required to meet the specific requirements of the project must be inserted in the Special Conditions, without contradicting or invalidating the General Conditions.

**Consultant Contract For Services**

**Flat-rate contract**

**Contract No.**

**Between**

*[* ***Name of Contracting Authority*** *]*

**And**

*[* ***Name of Consultant*** *]*

**Date :**

I. Contract Model

**Flat rate remuneration**

(Proposed text in square brackets [ ] indicates project-specific information; all such notes should be deleted in the final text)

This CONTRACT (hereinafter referred to as the “Contract”) is entered into on *[day]* day of *[month]* of *[year]* , between, on the one hand, *[name of CA]* (hereinafter referred to as the “ The AC") and, on the other hand, *[name of the Consultant]* (hereinafter called the "Consultant").

[ *Note: If the Consultant is made up of several entities, the text above must be modified in part as follows:* “… (hereinafter called the “AC”) and, on the other hand, a group made up of the following entities , each of which will be jointly and severally liable to the CA for the execution of all contractual obligations, namely *[name of member]* and *[name of member]* (hereinafter referred to as the “ Consultant"). »]

WHEREAS

(a) The CA has requested the Consultant to provide certain services defined in the General Conditions attached to the Contract (hereinafter referred to as the “Services”);

(b) the Consultant, having demonstrated to the CA that it has the professional capacity, expertise and technical resources required, has agreed to perform the Services in accordance with the terms and conditions set out in the Contract;

1. (c) On *[insert name of* ***Contracting Authority*** *]* *obtained for year xxx an allocation from the budget (investment/operation/position) with a view to financing the acquisition of various acquisitions of supplies, works or services other than advice (specify).*

CONSEQUENTLY, the Parties have agreed as follows:

1. The following documents attached are considered an integral part of this Agreement:

(a) the General Conditions of Contract, including Annex 1 ( – Fraud and Corruption )

(b) the Special Conditions of the Contract

(c) the Appendices :

Appendix A: Terms of Reference

Appendix B: Key Personnel

Appendix C: Breakdown of the Contract Price

Appendix D: Bank guarantee forms for repayment of the advance

In the event of a difference between the above documents, the following order of priority will prevail for their interpretation: the Special Conditions of the Contract, the General Conditions of the Contract, including , Annex A, Annex B, Annex C, Annex D. Any reference to the said Contract shall be understood as including, where the context permits, reference to the Annexes.

2. The reciprocal rights and obligations of the CA and the Consultant are those appearing in the Contract; especially :

(a) the Consultant will provide the Services in accordance with the terms of the Contract ; And

(b) the CA will make payments to the Consultant in accordance with the provisions of the Contract.

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

For *[the AC]* and on its behalf

*[Authorized representative – name, title and signature]*

For *[the Consultant or the group]* and on his behalf

*[Authorized representative – name and signature]*

*[* ***Note*** *: If the Consultant is made up of several legal entities in a group, each of them must appear as a signatory or only the Lead Partner will sign, in which case the power authorizing him to sign on behalf of all the partners must be attached .]*

For and on behalf of each of the Consultant's Partners *[insert name of group]*

*[Name of Lead Partner]*

*[Authorized representative on behalf of the group partners]*

*[Add signature locations for each partner, if all are signatories* ]

II. General conditions of the Contract

A. General provisions

|  |  |
| --- | --- |
| 1. Definitions | * 1. Unless the context otherwise requires, whenever used in the Agreement, the following terms have the following meanings:  1. “Applicable law” means the laws and other texts having the force of law in the country of the ECOWAS entity where applicable, in the **Special Conditions of Contract (CPC)** , as and when they are published and updated. in force 2. “Applicable Regulations” means the procurement rules applicable to ECOWAS institutions, offices and agencies; 3. “The Contracting Authority (CA)” means the executing agency with which the selected Consultant signs the Services Contract. 4. The “Consultant” means the legal person or legal entity which can provide or which provides the services to the CA under the contract. 5. The “Contract” means the contract signed by the CA and the Consultant and all annexed documents listed in Clause 1, namely the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC) and the Annexes. 6. “Day” means a calendar day, unless otherwise stated. 7. “Effective Date” means the date on which the Contract will enter into force in accordance with Clause 11 of the GCC. 8. “Experts” collectively means the key personnel, and other personnel of the Consultant, subcontractors or consortium partners, assigned by the Consultant for the performance of the Services or part thereof under the Contract. 9. “Foreign currency”: any currency other than that of the CA country; 10. “CGC” General Conditions of Contract. 11. “Government”: the Government of the CA country. 12. “ Grouping” means an association of two or more Consultants with or without a legal personality distinct from that of the partners constituting it, in which one of the partners has the authority to conduct business in the name and on behalf of of all the partners of the group, and whose partners are jointly and severally responsible for the execution of the Contract vis-à-vis the CA. 13. “Key Personnel” means an expert 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 CV has been taken into account account for the technical evaluation of the Consultant's Proposal. 14. “National currency”: the currency of ECOWAS member countries. 15. “Other Personnel” means personnel provided by the Consultant or a subcontractor, assigned to carry out the Services of part of the Services under the Contract. 16. “Party”: the CA or the Consultant, as the case may be; and, “Parties”: the AC and the Consultant. 17. “CPC”: Special Conditions of the Contract, which modify or supplement the CGC. 18. “Services”: means the services to be performed by the Consultant within the framework of the Contract, described in the attached Annex A. 19. “Subcontractor”: means any natural or legal person with whom the Consultant enters into an agreement to subcontract part of the Services, the Consultant retaining full responsibility for the execution of the Contract. 20. “Third Party” means any person or entity other than the CA, the Consultant or its Subcontractors. |
| 2. Relations between the Parties | * 1. No provision contained in the Contract may be interpreted as creating a relationship of principal and employee, or establishing a relationship of subordination of employee to employer between the CA and the Consultant. Under the Contract, the Consultant is fully responsible for the Personnel performing the Services and its Subcontractors, if any, and for the Services performed by them or on their behalf. |
| 3. Law applicable to the Contract | * 1. The Contract, its meaning, its interpretation, and the relationships established between the Parties will be governed by applicable law. |
| 4. Language | * 1. The Contract has been drawn up in the language indicated in the **CPC** , which will be the authentic language for all questions relating to the meaning or interpretation of the Contract . |
| 5. Titles | * 1. Headings will not limit, modify or otherwise affect the meaning of the Agreement. |
| 6. Notifications | * 1. Any notice required or permitted under the Contract shall be in writing, in the language specified in Clause 4. Any such notice, request or approval shall be deemed to have been given when delivered in person to a representative authorized of the Party to which this communication is addressed, or when it has been sent to that Party at the address indicated in the **CPC** .   2. A Party may change its address for notice purposes by giving the other party written notice sent to the address specified in the **CPC** . |
| 7. Locations \_ | * 1. The Services are performed at the locations indicated in the attached **Annex A** and, when the location of a particular task is not specified, at locations that the CA will approve. |
| 8. Authority of the Lead Partner | * 1. If the Consultant is constituted by a consortium of more than one entity, the partners hereby authorize the Lead entity indicated in the **CPC** to exercise on their behalf all rights, and fulfill all obligations towards the CA in under the Contract and to receive, in particular, the instructions and payments made by the CA. |
| 9. Authorized representatives | * 1. Any action which can or must be carried out, and any document which can or must be established under the Contract by the CA or by the Consultant, may be done by the representatives designated in the CPC **.** |
| 10. Fraud and Corruption | * 1. ECOWAS requires all internal and external stakeholders to respect the rules of ethics and professional conduct defined in the procurement code, in particular articles 117 and 118. |
| has. Commissions and remunerations | * 1. ECOWAS requires that the Consultant inform it of any commissions and remunerations potentially paid or to be paid to agents in connection with the Proposal and the execution of the Contract. The Consultant must at least indicate the name and address of the agent or any other beneficiary, the amount and currency of payment and the reason for said payment. If the Consultant fails to provide the information thus required on commissions and remunerations, the CA has the right to terminate the Contract. |
| B. Commencement, completion, amendment and termination of the Agreement | |
| 11. Entry into force of the Contract | 11.1 The Contract will enter into force on the date ( “Effective Date”) of notification by the CA to the Consultant to begin providing the Services. This notification will confirm that the conditions for entry into force of the Contract, if any, listed in the **CPC** have been met. |
| 12. Termination of the Contract by default of entry into force | 12.1 If the Contract has not entered into force within the time limits indicated in the **CPC** from the date of signature of the Contract by the Parties, each of the Parties may, by notice given in writing of twenty and two (22) days to less addressed to the other Party, declare the Contract null and void, in which case no Party may raise a claim as a result of the Contract against the other Party. |
| 13. Commencement of Services | 13.1 The Consultant will confirm the availability of Key Personnel and commence performance of the Services within the time period following the Effective Date indicated in the **CPC** . |
| 14. Completion of the Contract | 14.1 Unless it has been previously terminated in accordance with the provisions of GCC Clause 19 below, the Contract will end within the period following the Effective Date indicated in the CPC. |
| 15. Contract forming a whole | 15.1 The Contract contains all the clauses and provisions agreed between the Parties. No agent or representative of the Parties has the authority to bind the Parties by any declaration, promise, commitment or agreement which is not contained in the Contract. |
| 16. Endorsements | 16.1 No amendment to the terms and conditions of the Contract, including modifications to the scope of the Services, may be made without written agreement between the Parties. However, each Party will give due consideration to any proposed modification or change presented by the other Party.  16.2 The prior written consent of all parties is required in the event of any modification or variation of any importance. |
| 17. Force Majeure |  |
| has. Definition | 17.1 For the purposes of the Contract, the term "force majeure" means any event beyond the control of a Party, which is not foreseeable, which is unavoidable and which makes it impossible for a Party to perform its obligations, or which makes it this execution so difficult that it can be considered impossible in such circumstances; force majeure includes, but is not limited to: war, riots, civil unrest, earthquakes, fires, explosions, storms, floods or other natural disasters, strikes, or other industrial action, confiscations, or acts of prince .  17.2 The following do not constitute cases of force majeure : (i) events resulting from negligence or deliberate action of one of the Parties or one of its Subcontractors, agents or employees, (ii) events which a Party acting with diligence would have been likely to take into consideration at the time of entering into the Contract and to avoid or overcome in the performance of its contractual obligations.  17.3 Insufficient funds and failure to pay do not constitute force majeure. |
| b. No breach of contract | 17.4 The failure of one of the Parties to fulfill any of its contractual obligations does not constitute a breach of Contract, or a breach of its contractual obligations, if such failure results from a case of force majeure, to the extent where the Party placed in such a situation has taken all reasonable precautions and measures to enable it to fulfill the terms and conditions of the Contract. |
| vs. Arrangements to take | 17.5 The Party affected by a force majeure event must continue to fulfill, to the maximum extent possible, its obligations under this Contract and must take all reasonable steps to minimize the consequences of force majeure.  17.6 The Party affected by a case 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 likewise notify the other Party as soon as possible of the return to normal conditions.  17.7 Any time limit granted to a Party for the performance of its contractual obligations will be extended by a period equal to the period during which that Party was unable to perform its obligations following a case of force majeure. .  17.8 During the period in which it is unable to perform the Services following a force majeure event, the Consultant, upon instructions from the CA, must  (a) cease its activities and demobilize, in which case it will be reimbursed for the reasonable and necessary costs incurred and those relating to the resumption of the Services if requested by the CA, or  (b) continue to perform the Services as far as possible, in which case the Consultant will continue to be remunerated in accordance with the terms of the Contract ; he will also be reimbursed within a reasonable limit for any necessary additional costs he may have incurred.  17.9 In the event of disagreement between the Parties as to the existence or seriousness of a force majeure event, the dispute will be resolved in accordance with the provisions of clauses 44 and 45 of the GCC. |
| 18. Suspension | 18.1 The CA has the right to suspend payments to the Consultant by sending a suspension notification letter if the Consultant fails to fulfill its contractual obligations, including the provision of the Services. This suspension notification letter will (i) specify the nature of the breach and (ii) request the consultant to explain the reason for the breach and seek to remedy it within a period not exceeding thirty (30) days after receipt by the Consultant of the suspension notification . |
| 19. Termination | 19.1 The Contract may be terminated by either party under the following conditions : |
| has. By the AC | 19.1.1. The CA has the right to terminate the Contract following any of the events set out in paragraphs (a) to (f) of this Clause. In such a case, the CA will provide notice by written notification of a minimum of thirty (30) days to the Consultant in the case of the events referred to under (a) to (d), sixty (60) days in the case events referred to under (e) and five (5) days in the case of events referred to under (f) :  (a) if the Consultant fails to remedy a breach of its contractual obligations, following notification of suspension in accordance with the provisions of Clause 18 above ;  (b) if the Consultant (or, if the Consultant is constituted by several legal entities, one of the partners) goes bankrupt or enters into judicial settlement, liquidation or receivership, whether voluntarily or not ;  (c) if the Consultant fails to comply with the final decision taken following an arbitration proceeding initiated in accordance with the provisions of Clause 45.1 below ;  (d) if, following a force majeure event, the Consultant is unable to perform a substantial part of the Services for a period exceeding sixty (60) days ;  (e) if the CA, on its own initiative and for whatever reason, decides to terminate the Contract;  (f) if the Consultant fails to fulfill its obligation to confirm the availability of key personnel as required in Clause 13 above.  19.1.2. In addition, if the CA establishes that the Consultant engaged in corruption or fraudulent, collusive or coercive or obstructive maneuvers in obtaining or during the execution of the Contract, the CA has the right to terminate the Contract after fourteen (14) days written notice to the Consultant . |
| b. By the Consultant | 19.1.3. The Consultant has the right to terminate the Contract, by written notice given within a period which cannot be less than thirty (30) days following the occurrence of one of the cases described in paragraphs (a) to (d) below. after :  (a) if the CA does not pay, within forty-five (45) days following receipt of written notification from the Consultant of 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 Clause 45.1 below ;  (b) if, as a result 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 CA fails to comply with the final decision taken following an arbitration proceeding conducted in accordance with the provisions of Clause 45.1 below; Or  (d) if the CA has breached its contractual obligations and has not remedied within forty-five (45) days (or any additional period that the Consultant may have accepted in writing) after receipt of the notification made by the Consultant for this failure. |
| vs. Termination of rights and obligations | 19.1.4. All contractual rights and obligations of the Parties shall cease upon termination of the Contract in accordance with the provisions of Clauses 12 or 19, or upon completion of the Contract in accordance with the provisions of Clause 14, except (i) those rights and obligations which may remain on the date of termination or completion of the Contract, (ii) the reserve obligation defined in Clause 22 below, (iii) the Consultant's obligation to authorize the inspection, the copying and verification of accounts and records, in accordance with Clause 25 below, and (iv) the rights that a Party may retain in accordance with the provisions of Applicable Law. |
| d. Termination of Services | 19.1.5. Upon termination of the Contract by notice from one Party to the other in accordance with the provisions of Clauses 19 (a) or 19 (b) above, the Consultant shall, upon sending or receiving such notice, take measures to best conclude the Services and attempt to restrict the corresponding expenses as much as possible. With regard to documents prepared by the Consultant, and equipment and other contributions from the CA, the Consultant will proceed as indicated in Clauses 27 and 28 below. |
| e. Payment following termination | 19.1.6. Following termination of the Contract, the CA will pay the Consultant the following sums:  (a) payment for Services which have been satisfactorily performed up to the date of termination ; And  (b) in the cases of termination defined in paragraphs (d) to (e) of Clause 19.1.1 above, reimbursement within a reasonable limit of expenses resulting from the prompt and orderly conclusion of the Contract, as well as as well as repatriation expenses for the Consultant's staff. |
| C. Obligations of the Consultant | |
| 20. General provisions |  |
| has. Standards of achievement | 20.1 The Consultant will perform the Services and fulfill its obligations in a diligent, efficient and economical manner in accordance with generally accepted techniques and practices ; will practice sound management; will use appropriate state-of-the-art techniques and safe and efficient equipment, machines, materials and processes. In the context of the execution of the Contract or Services, the Consultant will always behave as a loyal advisor to the CA and will defend in all circumstances the legitimate interests of the CA in its relations with Subcontractors or Third Parties.  20.2 The Consultant will employ and provide experts and subcontractors with the necessary qualifications and experience to carry out the Services.  20.3 The Consultant may subcontract part of the Services under the express condition that the key personnel and subcontractors have been approved in advance by the CA. Regardless of such approval, the Consultant remains fully responsible for carrying out the Services. |
| b. Law applicable to the Services | 20.4 The Consultant will perform the Services in accordance with Applicable Law and will take all possible measures to ensure that the Subcontractors, as well as the personnel of the Consultant and the Subcontractors, comply with the Applicable Law.  20.5 During the execution of the Contract, the Consultant will comply with the prohibitions on the importation of goods and services into the country of the CA when   1. the law or public regulation of the country of the CA prohibits commercial relations with a country, or 2. Pursuant to a decision taken by the United Nations Security Council under Chapter VII of the United Nations Charter, the CA country prohibits any payment to natural or legal persons of a country .   20.6 The CA will notify the Consultant in writing of the local customs which it must respect, and the Consultant must respect these local customs, after such notification. |
| 21. Conflict of interest | 21.1 The Consultant will protect above all the interests of the CA without taking into account the possibility of a future mission and will strictly avoid any conflict of interest with other missions or with the interests of his own company. |
| has. Commissions, discounts, etc. | 21.1.1 Payment to the Consultant, which will be made in accordance with the provisions of Clauses 38 to 42, shall constitute the only payment under the Contract and, subject to the provisions of Clause 21.1.3 below, the Consultant will not accept for itself any commission of a commercial nature, rebate or other payment of this type linked to the activities carried out within the framework of the Contract or in the execution of its contractual obligations, and it will endeavor to ensure that its Personnel and its agents, as well as that the Subcontractors, their Personnel and their agents, do not receive additional remuneration of this nature.  21.1.2 If, as part of the execution of his Services, the Consultant is responsible for advising the CA on the purchase of goods, works or services, he will comply with the applicable ECOWAS Rules and will exercise in all circumstances its responsibilities so as to best protect the interests of the CA. Any discount or commission obtained by the Consultant in the exercise of its procurement responsibilities will be remitted to the CA |
| b. Non-participation of the Consultant and his associates in certain activities | 21.1.3 The Consultant, as well as its affiliates or Subcontractors and their affiliates, undertake, during the duration of the Contract and at its end, to provide goods, works or services (other than consultant services) intended for any project arising from the Services provided for the preparation or implementation of the project. |
| vs. Prohibition of incompatible activities | 21.1.4 The Consultant, and under his responsibility his Subcontractors and their staff, must not engage, directly or indirectly, in commercial or professional activities which could be incompatible with the activities entrusted to them under the Contract. . |
| d. Duty to report conflicting activities | 21.1.5 The Consultant, and under his responsibility his Subcontractors and their staff have the obligation to report to the CA any real or potential conflict situation which could have an impact on their ability to best serve the interests of the consultant. 'AC, or which could be perceived as such. Failure to report such a situation may result in disqualification of the Consultant or termination of the Contract. |
| 22. Reserve obligation | 22.1 The Consultant and its Personnel undertake not to disclose confidential information relating to the Services nor to make public the recommendations made during the execution of the Services or which result therefrom without prior written authorization from the CA |
| 23. Responsibility of the Consultant | 23.1 Subject to additional provisions contained in the **CPC** from time to time, the responsibilities of the Consultant under the Contract are those provided for by Applicable Law . |
| 24. Insurance payable by the Consultant | 24.1 The Consultant : (i) will take and maintain, and cause its Subcontractors to take and maintain at its expense (or at the expense of the Subcontractors, as applicable), but in accordance with the terms and conditions approved by the Consultant AC, insurance covering the risks and for the amounts indicated in the **CPC** , and (ii) at the request of the AC will provide proof that this insurance has been taken out and maintained and that the premiums have been paid. The Consultant must take out this insurance before the commencement of the Services as indicated in Clause 13 above. |
| 25. Accounting, inspection and audits | 25.1 The Consultant will keep the accounting and documentation relating to the Services up to date and systematically, according to generally recognized accounting principles, and in a sufficiently detailed form to enable clear identification of intervention times, possible changes and costs ; it will ensure that its subcontractors and service providers act in the same way.  25.2 In accordance with paragraph 2.2 e of Annex 1 of the General Conditions, the Consultant will allow and ensure that its subcontractors and service providers allow ECOWAS and /or persons it designates to inspect the documents and accounting records relating to the submission of the Proposal and the execution of the Contract and to have them verified by auditors appointed by ECOWAS , if ECOWAS so requests. The Consultant's attention is drawn to Clause 10 above which stipulates, among other things, that hindering the exercise by ECOWAS of its right of examination and verification as provided for in this clause constitutes an prohibited practice which may lead to termination of the Contract (as well as exclusion under the ECOWAS sanctions regime). |
| 26. Reporting Obligations | 26.1 The Consultant will provide the CA with the reports and documents indicated in **the** attached Annex A, in the form, on time and in the quantities indicated in this Annex. |
| 27. Ownership of documents prepared by the Consultant | 27.1 Except as otherwise provided in the **CPC** , 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 Consultant The AC under the Contract will be confidential and will become and remain the property of the AC. The Consultant will submit them to the CA before termination or completion of the Contract, with the corresponding detailed inventory. The Consultant may keep a copy of the documents and software but may not use them for reasons unrelated to the Contract without having obtained the prior written consent of the CA.  27.2 If the Consultant is to enter into a patent agreement with third parties for the design of such plans, drawings, specifications, databases, other documents and software, he must obtain the prior written approval of the CA who will have the right, at its discretion, to request recovery of the cost of expenses incurred for the development of the programs concerned. Any other restrictions which may concern the use of these documents and software at a later date will, where applicable, be indicated in the **CPC** . |
| 28. Equipment, vehicles and supplies | 28.1 Equipment, vehicles and supplies made available to the Consultant by the CA or purchased in whole or in part with funds provided by the CA, will be the property of the CA and will be marked accordingly. Upon termination of the contract or upon its completion, the Consultant will provide the CA with an inventory of such equipment, vehicles and supplies and will process them in accordance with the instructions of the CA. The Consultant, subject to contrary written instructions from the CA, will take out insurance for the equipment, vehicles and supplies, which will remain in place as long as these goods remain in its possession, at the expense of the CA and for an amount equal to their replacement value.  28.2 Equipment and supplies brought by the Consultant and his Staff to the Government country and used for the purposes of the mission or for personal use will remain the property of the Consultant or his Staff, as the case may be . |
| D. Consultant Personnel and Subcontractors | |
| 29. Description of Key Personnel | 29.1 The titles, job descriptions, minimum qualifications and estimated duration of engagement necessary to perform the Services for key members of the Consultant's Key Personnel are described in **Annex** B. |
| 30. Replacement of Key Personnel | 30.1 Unless the CA agrees in writing, no changes will be made to Key Personnel.  30.2 Notwithstanding the above, the replacement of key personnel during the execution of the Contract may only be considered following 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 replacement purposes, the Consultant will provide a person of equal or greater qualification, at the same rate of remuneration. |
| 31. Withdrawal of staff or subcontractor | 31.1 If the CA discovers that one of the members of the Staff or subcontractor has been guilty of a serious breach or is being prosecuted for a crime or misdemeanor, or if the CA establishes that one of the members of the Staff or under - contractor has engaged in corruption or fraudulent, collusive, coercive or obstructive practices, during the execution of the Services, the Consultant must provide for his replacement, upon written request from the CA.  31.2 If the CA considers that one of the members of the Key Personnel, other personnel or subcontractor does not have the necessary competence or proves incapable of carrying out his duties, the CA has the right to request his replacement, specifying the reasons.  31.3 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 who must be acceptable to the CA.  31.4 The Consultant will be responsible for all travel and other costs resulting from the removal and/or replacement of key personnel. |
| E. Obligations of the CA | |
| 32. Assistance and exemptions | 32.1 Unless otherwise specified in the **CPC** , the CA will use its best efforts to:  (a) assist the Consultant in obtaining work permits and other documents necessary for the performance of the Services ;  (b) assist the Consultant in quickly obtaining for its Key Personnel and, where applicable, their families, entry and exit visas, residence permits, and all other documents required for their stay in the country of the consultant . 'AC during the execution of the Services;  (c) facilitate customs clearance of goods necessary for the performance of the Services and personal effects belonging to Personnel and their families ;  (d) give official Government agents and representatives the instructions and information necessary for the rapid and efficient execution of the Services ;  (e) assist the Consultant, Key Personnel and their Subcontractors in obtaining exemption from any registration requirement, or any authorization to practice their profession in a company or as an individual in the country of the CA, in accordance with to the provisions of applicable law;  (f) assist the Consultant, its Subcontractors and their Key Personnel, in accordance with the provisions of Applicable Law, to obtain authorizations to import into the country of the CA reasonable amounts in foreign currency for the purpose of execution of the Services and the needs of the Personnel, and to re-export the amounts in foreign currency which have been paid to the Personnel for the performance of the Services ; And  (g) provide the Consultant with any other assistance indicated, if applicable, in the **CPC.** |
| 33. Access to the Project site | 33.1 The CA guarantees the Consultant free, free and unhindered access to the sites to which access is necessary for the execution of the Services. The CA will be responsible for any damage to property, movables and buildings which may result therefrom, and will exonerate the Consultant and its Personnel from liability for such damages, unless they result from a breach or negligence of the Consultant. , Subcontractors or their Personnel. |
| 34. Modification of Applicable Law Concerning Taxes | 34.1 If, after the date of signature of the Contract, the Law applicable to taxes and duties in the country of the CA is modified, and this results in an increase or decrease in the costs payable by the Consultant in respect of performance of the Services, remuneration and reimbursable expenses payable to the Consultant, shall increase or decrease accordingly by agreement between the Parties, and the Contract set out in Clause 38.1 shall be adjusted accordingly. |
| 35. CA Services, Facilities and Properties | 35.1 The CA will make available free of charge to the Consultant and Personnel, for the purposes of carrying out the Services, the services, facilities and properties indicated in **Annex A** on the dates and in the manner indicated **in said Annex** . |
| 36. Counterparty Personnel | 36.1 The CA will make available to the Consultant free of charge the executive counterpart and support staff, who will be selected by the CA assisted by the Consultant, if this is mentioned in Annex **A.**  36.2 The counterpart management and support staff, excluding the CA liaison staff, will work under the exclusive direction of the Consultant. If a member of the Counterpart Personnel does not satisfactorily perform the tasks entrusted to him by the Consultant within the framework of the position to which he has been assigned, the Consultant may request that he be replaced; Unless there is a serious reason, the CA cannot refuse to respond to the Consultant's request . |
| 37. Payment \_ | 37.1 The CA will make payments to the Consultant for the Services rendered under the Contract, for the deliverables stipulated in **Annex A** and in accordance with the provisions of the Clauses of Chapter F below. |
| F. Payments made to the Consultant | |
| 38. Contract Price | 38.1 The price of the Contract is fixed and indicated in the **CPC** . The breakdown of the Contract price is provided in Appendix **C.**  38.2 No modification to the price of the Contract mentioned in Clause 38.1 may be made without the agreement of both Parties for the purposes of revising the scope of the Services according to Clause 16 of the GCC, and amending in writing the Terms of Reference in **Appendix** A. |
| 39. Taxes and fees | 39.1 Unless otherwise specified in the **CPC** , the Consultant, Subcontractors and Personnel will pay taxes, duties, levies and other charges imposed under the Contract.  39.2 As an exception to the above, and as indicated in the **CPC** , all identifiable indirect taxes (identified as such during Contract negotiations) will be refunded to the Consultant or will be paid by the CA on behalf of the Consultant. |
| 40. Payment currency | 40.1 Payments under the Contract will be made in the currency(ies) specified in the Contract *.* |
| 40.1 Billing and payment terms | 41.1 The total amount paid to the Consultant under the Contract will not exceed the Contract Price in accordance with Clause 38.1.  41.2 Payments under the Contract will be lump sum amounts for the deliverables identified in Annex A. Payments will be made to the Consultant's account based on the schedule presented in the **CPC** .  41.2.1 *Advance:* Within the time limits provided after the effective date, the CA will pay the Consultant an advance of the amount indicated in the **CPC** . Unless otherwise stated in the **CPC** , the advance will be paid after constitution by the Consultant of a bank guarantee issued in favor of the CA with a bank acceptable to it, for an amount (or amounts) in the ( or the) currency(ies) specified in the **CPC** ; this guarantee must (i) remain valid until the advance has been fully repaid, and (ii) be in the form defined in **Annex D** or in any other form that the CA has approved in writing. The advance will be recovered by the CA in equal amounts corresponding to the monthly statements presented by the Consultant and corresponding to the number of months of Services specified in the **CPCs** until the advance has been fully reimbursed .  41.2.2 *Progressive lump sum payments:* The CA will pay the Consultant within sixty (60) days from receipt by the CA of the deliverable(s) and the invoice for the corresponding lump sum amount. Payment will not be made if the CA does not approve the deliverable(s) presented as satisfactory, in which case the CA will communicate its comments to the Consultant within the same period of sixty (60) days. The Consultant will quickly make the necessary corrections, then the above process will be repeated.  41.2.3 *Final payment:* the final payment made under this Clause may only be made after submission by the Consultant of the final report and its approval by the CA as being satisfactory. The Services will then be considered completed and accepted by the CA. The last lump sum amount will be deemed to have been approved for payment by the CA within ninety (90) days following receipt by the CA unless the latter within this same period of (90) calendar days notifies in writing to the Consultant the inadequacies and inaccuracies that he may have noted in the execution of the Services or in the Final Report. The Consultant will immediately make the necessary changes and corrections and the same procedure will be repeated.  41.2.4 With the exception of the final payment referred to in 41.2.3 above, payments do not constitute proof of acceptance of the Services and do not release the Consultant from its obligations under the Contract . |
| 42. Default interest | 42.1 If the CA fails to pay, within thirty (30) days from the date on which payment is due under Clause 41.2.2, the amounts due to the Consultant, interest will be paid to the Consultant for each day of delay at the annual rate indicated in the **CPC.** |
| G. Equity and good faith | |
| 43. Good faith | 43.1 The Parties undertake to act in good faith with respect to their mutual contractual rights and to take all possible measures to ensure the achievement of the objectives of the Contract. |
| H. Dispute Resolution | |
|  | The parties shall endeavor to resolve amicably any dispute relating to the contract which may arise between them. In the event of failure of an amicable settlement, and within the framework of a local, regional or international call for tenders, the dispute will be submitted to arbitration by the ECOWAS Court of Justice. |
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III. ECOWAS rules

Annex 1: Fraud and corruption

***(The text of this annex must not be modified)***

**1. Purpose**

1.1 The ECOWAS Anti-Corruption rules and this section are applicable to procurement at the level of ECOWAS offices, agencies and institutions.

**2. Requirements**

2.1 ECOWAS requires, as part of the procurement procedure that it finances, to request the beneficiaries of its financing as well as bidders (candidates/proposers), suppliers, service providers, contractors and their agents ( declared or not), personnel, subcontractors and suppliers to observe, during the award and execution of these contracts, the strictest rules of professional ethics and to refrain from practices of fraud and corruption.

2.2 Under this principle :

1. for the purposes of applying this provision, defines the following expressions as follows:

anyone who offers, gives, solicits or accepts, directly or indirectly, any advantage with a view to unduly influencing the action of another person or entity is guilty of “corruption”;

* 1. engages in “fraudulent maneuvers” anyone who acts, or distorts facts, deliberately or through gross negligence,or attempts to mislead any person or entity in order to obtain a financial or other advantage, or evade an obligation ;
  2. engage in “collusive maneuvers” persons or entities who collude in order to achieve an illicit objective, in particular by unduly influencing the action of other persons or entities ;
  3. engages in “coercive maneuvers” anyone who harms or harms, or threatens to harm or harm, directly or indirectly, a person or their property with a view to unduly influencing the actions of that person or entity; And
  4. and engages in “obstructive maneuvers”

(a) anyone who deliberately destroys, falsifies, alters or conceals evidence on which an ECOWAS investigation into corruption or fraudulent, coercive or collusive practices is based, or makes false statements to its investigators intended to obstruct its investigation; or threaten,harasses or intimidates someone to prevent them from providing information relating to this investigation, or from continuing the investigation; Or

(b) one who deliberately obstructs the exercise by ECOWAS of its right of review as stipulated in paragraph (e) below ; And

1. will reject the proposal for award of the contract if it establishes that the tenderer to whom it is recommended to award the contract is guilty of corruption, directly or through an agent, or has engaged in fraudulent, collusive maneuvers , coercive or obstructive with a view to obtaining this contract;
2. in addition to the enforcement measures defined in the Financing Agreement, may decide on other appropriate actions, including declaring the procurement non-compliant if it determines, at any time, that the representatives of the CA or a beneficiary of the financing has engaged in corruption or fraudulent, collusive, coercive or obstructive maneuvers during the procurement procedure or the execution of the contract without the CA having taken the necessary measures to remedy this situation ;
3. sanction a company or individual, within the framework of the ECOWAS Anti- Corruption rules and in accordance with the applicable sanctions rules and procedures of the ECOWAS Group, including by publicly declaring the exclusion of the company or individual for an indefinite or specified period (i) of the award of a contract (ii) of participation [[5]](#footnote-5)as a subcontractor, consultant, manufacturer or supplier of goods or designated service provider of a company otherwise eligible for the award of a contract financed by ECOWAS;
4. require tender documents and ECOWAS-funded contracts to contain a provision requiring bidders (candidates/proposers), consultants, suppliers and contractors, subcontractors, service providers, suppliers, agents, and their personnel that they authorize ECOWAS to inspect [[6]](#footnote-6)the documents and accounting records and other documents relating to the award of the contract, the selection and/or the execution of the contract, and to submit them for verification to auditors designated by ECOWAS.

III.  Special conditions of the Contract

*[Notes in square brackets [ ] are given as a recommendation; all these notes should be deleted in the final text]*

|  |  |
| --- | --- |
| **CGC clause** | **Modifications and additions to the Clauses of the General Conditions of the Contract** |
| **GCC 1.1 (a)** | **The Contract will be governed by the laws and other texts having the force of law in the country:** *[insert country name].*  *[Contracts financed by ECOWAS generally indicate that the law applicable to the contract will be that of the CA country. However, the Parties may choose the law of another country for this purpose. In the latter case, specify the name of the country and delete this note.]* |
| **GCC 1.1 (b)** | **The “Applicable Rules” Date is**  *[insert applicable version date]* |
| **CGC 4.1** | **The language is:** *[insert language].* |
| **CGC 6.1 and 6.2** | **The addresses are** *[to be completed During negotiations with the selected firm]* **:**  AC:    Attention :  Fax:  Email (if allowed):  Consultant:    Attention :  Fax:  Email (if allowed): |
| **CGC 8.1** | *[If the Consultant is made up of a single entity, indicate: “Not applicable”;*  *OR*  *If the Consultant is made up of a consortium of more than one legal entity, the name of the entity whose address appears in clause CPC 6.1 must be inserted here.]*  **The Lead Partner on behalf of the group is** *[insert name of Lead Partner]* |
| **CGC 9.1** | **The designated Representative is:**  **For the AC:** *[name, title]*  **For the Consultant:** *[name, title]* |
| **GSC 11.1** | *[If there are no conditions for bringing the Contract into force, insert “Not applicable”]*  *OR*  *Indicate here the conditions for the entry into force of the Contract, if applicable, such as for example, payment to the Consultant of the advance against provision of the advance reimbursement guarantee --see Clause CPC 45.1(a), etc.]*  **The conditions of entry into force are**  *[insert “Not applicable” or indicate conditions]* |
| **CGC 12.1** | **Termination of the Contract by default of entry into force:**  **The deadline is** *[insert deadline, e.g. four months]* . |
| **GCC 13.1** | **Commencement of Services:**  **The period in days is** *[eg. 10]* .  Confirmation of the availability of key personnel to begin the mission must be provided to the CA in writing, in the form of a written declaration from each key personnel. |
| **GCC 14.1** | **Completion of the Contract:**  **The period will be**  *[insert deadline, e.g. twelve months]* . |
| **21 b.** | **The CA reserves the right** to determine on a case-by-case basis whether the Consultant should be disqualified for conflict of interest of the nature described in the CGC Clause, relating to the delivery of supplies, works or services (non-consultant).  Yes No \_\_\_\_\_ |
| **GCC 23.1** | **There is no additional provision.**  *[OR]*  The following limitation of the Consultant's liability with regard to the AC may be subject to negotiation when finalizing the Contract:  Limitation of the Consultant's liability with regard to the AC:   1. Except in cases where the damage or loss results from gross or intentional misconduct by the Consultant or any person or company operating on behalf of the Consultant in the performance of the Services, the Consultant will not be liable to the CA for damage caused by the Consultant to the CA's property:   (i) for any indirect or consequential damages or losses ; And  (ii) for any direct damage or loss the amount of which exceeds *[insert multiple, e.g. one, two or three]* times the total amount of the Contract.   1. This limitation of liability 2. shall not affect the liability of the Consultant, if any, for damages caused to third parties by the Consultant or any person or company acting on behalf of the Consultant in the performance of the services. 3. shall not be deemed to grant the Consultant any limitation or exemption from liability which would be contrary to Applicable Law *[insert* “Applicable Law” *, if it is the law of the country of the CA, or insert* “the applicable law in the country of the CA" *, if the applicable law indicated in Article 1.1 (b) of the CPC is different from the law of the country of the CA]* .   *[ Notes to CA and Consultant : Any proposal from the Consultant to introduce exclusions/limits to the Consultant's contractual responsibilities should be carefully considered by the CA before any changes to the RFP are made. The position of ECOWAS in this regard is as follows:*  *If the Parties wish to introduce partial limits or exclusions to the Consultant's responsibilities towards the CA they should note that, to be acceptable, the Consultant's liability must be determined in value so as to be related to (a) the damages that the Consultant could cause to the CA, and (b) the financial capacity of the Consultant taking into account their assets and the insurance coverage available. The Consultant's liability shall in no event be less than a specified integral multiple of the estimated total payments to be received by the Consultant as their remuneration and reimbursable expenses under the Contract. ECOWAS does not accept any provision which tends to limit the Consultant's liability to the re-performance of defective Services . Furthermore, the Consultant's liability must never be limited in the event of gross or intentional misconduct.*  *ECOWAS will not accept a provision according to which the CA replaces the liability of the Consultant with regard to third party claims, unless of course such claim is due to loss or damage resulting from fault or willful misconduct of the part of the CA, to the extent of applicable law.]* |
| **GCC 24.1** | **Risk insurance coverage will be as follows:**  *[Delete what is not applicable, except (a)].*  (a) **Professional liability insurance, with minimum coverage of** *[insert amount and currency, which should not be less than the contract amount]* ;  (b) Third party motor insurance for vehicles used by the Consultant, their Key Personnel or Subcontractors, in the country of the CA, for a minimum cover of [ *insert amount and currency, or indicate “in accordance with the provisions of Applicable Law”];*  (c) Third party insurance, for minimum coverage of *[insert amount and currency, or indicate “in accordance with the provisions of Applicable Law”];*  (d) Employer and work accident insurance covering the Key Personnel of the Consultant and their Subcontractors, in accordance with the legal provisions in force, and life, health, travel or other insurance; And  (e) Insurance against loss or damage to (i) equipment financed in whole or in part under the Contract, (ii) property used by the Consultant in providing the Services, and (iii) documents prepared by the Consultant for the execution of the Services. |
| **GCC 27.1** | *[If applicable, insert document ownership rights exceptions*  *]* |
| **GCC 27.2** | *[If the documents can be freely used by both Parties after the end of the Contract, this CPC Clause 27.2 must be deleted from the CPC. If the Parties wish to limit the use that can be made of it, one of the following options—or any other option agreed upon by the Parties—may be retained:*  **[The Consultant may not use these** *[insert applicable provision: documents and/or software]* **for purposes unrelated to the Contract, without prior written authorization from the CA.]**  *[OR]*  **[The CA will not be able to use these** *[insert applicable provision: documents and/or software]* **for purposes unrelated to the Contract without the prior written authorization of the Consultant.]**  *[OR]*  **[No Party may use these** *[insert applicable provision: documents and/or software]* **for purposes unrelated to the Agreement without the prior written authorization of the other Party.]** |
| **GCC 32.1  (a) to (e)** | *[Indicate any changes or additions to Clause 35.1. If there are no changes, delete this CPC Clause 35.1.]* |
| **GCC 32.1(f)** | *[Indicate any other assistance to be provided by the CA. If there are no additions, delete this CPC Clause 35.1(g).]* |
| **GCC 38.1** | **The price of the Contract is:** *[insert amount and currency for each currency]* **local indirect taxes** *[indicate included or excluded].*  **Local taxes and indirect taxes payable under the Contract for the Services provided by the Consultant will be** *[insert as appropriate: “paid” or “reimbursed” ]* **by the AC** *[insert as appropriate: “on behalf of” or “to”]* **Consultant.**  **The amount of these taxes is: \_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** *[insert the amount finalized during contract negotiations based on the estimates provided by the Consultant in Form FIN-2 of the Consultant's Financial Proposal.]* |
| **CGC 39.1 and 39.2** | *[ECOWAS leaves it to the CA to decide whether the Consultant, (i) will be exempt from paying local indirect taxes, or (ii) will be reimbursed by the CA for the payment of these taxes and duties (or if the CA must pay these taxes and duties on behalf of the Consultant]*  **The CA ensures that** *[choose an applicable option that is in compliance with Article 16.3 of the IC and the conclusions of the negotiations (Form  FIN-2, Part B, Estimate of local indirect taxes):*  *If IC 16.3 indicates an exemption, write:* **“the Consultant, Subcontractors and Key Personnel will be exempt”**  *OR*  *If IC 16.3 does not indicate the exemption, and depending on whether the CA must apply withholding tax or the Consultant must pay, write:*  **“the CA will make payment on behalf of the Consultant, subcontractors and Key Personnel” OR “the CA will reimburse the Consultant, Subcontractors and Personnel”]**  **all taxes, duties, indirect taxes, and other charges imposed, under the legislation in force in the country of the CA on the Consultant, the Subcontractors and their Personnel in respect of:**  **(a) any payment made to the Consultant, Subcontractors and Personnel (other than nationals or permanent residents of the Government's country) in respect of the performance of the Services ;**  **(b) all equipment and supplies brought into the country of the CA by the Consultant or their Subcontractors as part of the execution of the Services and which, imported, will subsequently be re-exported by the Consultant;**  **(c) any equipment, materials and supplies imported in connection with the performance of the Services, paid for from funds provided by the CA and deemed to be the property of the CA;**  **(d) any goods imported into the CA country by the Consultant, Subcontractors, their Personnel and their families (except nationals or permanent residents of the CA country) for their personal use , and which will subsequently be re-exported when they leave the CA country, provided that:**   1. **the Consultant, the Subcontractors, their Personnel and their dependents comply with the customs procedures in force for the importation of goods into the CA country ; And** 2. **if the Consultant, Subcontractors, their Personnel and their dependents do not re-export these imported goods free of duties and taxes but dispose of them in the country of the CA, (a) they will pay these duties and taxes in accordance with the regulations of the country of the CA, or (b) they will reimburse the CA for these taxes and duties if the latter had paid them at the time of introduction of these goods into the country of the CA.** |
| **GCC 41.2** | **Payment schedule:**  *[ Note: progress payments must be linked to the deliverables defined in Annex A – Terms of Reference* ]  **1st payment :** *[insert payment amount, percentage of Contract price and currency. If the first payment is an advance, it must be made against submission of a bank guarantee for the amount indicated in Clause 41.2.1 of the GCC]*  **2nd payment :**  ………………:  Final payment:  *[The total amount of progress payments (advance excluded) must not exceed the Contract price set out in CPC Clause 38.1.]* |
| **GCC 41.2.1** | *[ The payment of the advance can be made in foreign currency, in national currency or in a combination of these currencies; select the applicable option in the Clause below. The advance repayment guarantee must be in the same currency(ies).]*  The payment of the advance and the guarantee of payment of the advance will be governed by the following provisions:  (1) An advance of *[amount in foreign currency]* and *[amount in national currency]* will be paid within *[insert number]* days following the date of entry into force of the Contract. The advance will be reimbursed to the CA in equal installments by deduction from *[indicate progressive payments giving rise to deduction]* until the advance is fully reimbursed.  (2) The bank guarantee for repayment of the advance will be issued for an amount(s) equal to and in the same currency(ies) as the advance.  (3) The bank guarantee will be released when the advance has been fully repaid. |
| **GCC 41.2.4** | **The account titles are:**  For payments in foreign currency: *[insert account]*  For payments in national currency: *[insert account]* . |
| **GCC 42.1** | **The annual interest rate is:** *[insert rate]* . |
| **GCC 45.1** | The parties endeavor to settle amicably any dispute relating to the contract which may arise between  they. In the event of failure of an amicable settlement, and within the framework of a local, regional or international call for tenders, the dispute will be submitted to arbitration by the ECOWAS Court of Justice. |

IV. Appendices

Appendix A – Terms of Reference

***[*** *This Annex must include the Terms of Reference ( ToR ) finalized by the CA and the Consultant during the negotiations; the deadlines for completing the various tasks; the place where the various activities are carried out; detailed reporting obligations; the CA's contributions including counterpart staff that the CA will need to assign to work with the Consultant's team; the specific tasks that must first be approved by the CA.*

*Insert the text arising from Section 7 (Terms of Reference) of the SI of the RFP, modified according to Forms TECH-1 to TECH-5 of the Consultant's Proposal. Report changes to Section 7 of the RFP]*

Appendix B – key personnel

*[Insert a table based on Form TECH-6 of the Consultant's Technical Proposal, finalized during Contract negotiations. Attach CVs (updated and signed by the relevant expert) establishing that the Key Personnel have the required qualifications.]*

Appendix C – Breakdown of the Contract price

*[Insert the table showing the unit prices used for the breakdown of the lump sum price. The table will be based on [Form FIN-3 and FIN-4] of the Consultant's Proposal and any modifications agreed upon during contract negotiations, if applicable. Any modifications must be indicated by a specific note, and if there has been no modification, this should be indicated.]*

*When the Consultant was recruited through the Quality-Based Selection method, also add the following:*

“The agreed rates of remuneration are as set out in the attached Model Form I. This form will be prepared on the basis of Annex A to Form FIN-3 of the RFP “Declaration relating to Costs and Charges of the Consultant” submitted by the Consultant to the CA before the Contract negotiations.

In the event that this declaration is found to be incomplete or inaccurate (after inspections or audits by the CA in accordance with GCC Clause 25.2 or by any other means), the CA will have the right to make appropriate changes to the rates of pay. affected by such incomplete or inaccurate declaration. These modifications will be made retroactively, and in the event that the remuneration has already been the subject of payments by the CA before said modification, (i) the CA will have the right to deduct the excess payment from the monthly payment next to be made to the Consultant, or (ii) if there is no longer any payment to make to the Consultant, the latter will reimburse the CA for any excess payment within thirty (30) days of receipt of the request made by the CA in writing. Any request made by the CA for reimbursement must be made within twelve (12) calendar months from receipt by the CA of the final report and the final statement approved by the CA in accordance with the CGC Clause 45.1(d) of the Contract *.* »]

**Model Form I**

**Breakdown of Fixed Rates Agreed in the Consultant Contract**

We confirm that basic salaries and allowances mentioned in the table below are indeed paid to the experts.

(Expressed in *[indicate currency]* ) \*

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Expert | | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| Name | Job | Base salary per month/day/  working hour | Social charges 1 | Overhead 1 | Subtotal | Profit margin 2 | Mission/  expat allowances. 1 | Agreed flat rate per month/day/working hour | Agreed flat rate 1 |
| *At headquarters* | |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |
| *Work in the CA country* | |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |
| 1 Expressed as a percentage of *(1)* .  2 Expressed as a percentage of *(4)* . | | | | | | | | | |
| \* If there is more than one currency, add a table | | | | | | | | | |

Authorized representative Date

Name and title:

Appendix D - Advance Reimbursement Guarantee Form

*[cf. Clause 41.2.1 of the GCC and 41.2.1 of the CPC]*

*[Guarantor letterhead or SWIFT identification code]*

**Guarantor** : *[name of bank and address of issuing bank]*

**Beneficiary:** *[name and address of CA]*

**Date :** *[insert date]*

**Advance repayment guarantee no. :** *[insert reference]*

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 the Beneficiary Contract no. *[contract number]* dated *[insert date* for execution *[name of the Contract and description of the Services]* (hereinafter referred to as “the Contract”).

Furthermore, we understand that under the terms of the Contract, an advance in the amount of  
 *[insert amount in words] [insert amount in figures]* is paid against an advance repayment guarantee.

At the request of the Consultant, we hereby undertake, without reservation and irrevocably, to pay you on first demand, any sums of money that you may claim within the limit of *[insert amount in words] [insert amount in figures]* . [[7]](#footnote-7)Your request for payment must include, either in the request itself or in a separate signed document accompanying or identifying the request, the declaration that the Consultant:

* 1. has not repaid the advance under the conditions specified in the Contract, specifying the amount not repaid by the Consultant; or
  2. used the advance for purposes other than the services covered by the Contract .

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

The ceiling amount of this guarantee will be gradually reduced by deduction of the amounts reimbursed by the Consultant as indicated on the certified statements or invoices marked “paid” by the CA which will be presented to us. This guarantee expires at the latest on the earliest of the following dates : upon receipt of statements certified by the CA or a paid invoice indicating that the Consultant has repaid the entire advance mentioned above, or the *[day]* day of *[year]* . [[8]](#footnote-8)Any request for payment must be received by this date at the latest.

This guarantee is governed by the ICC Uniform Rules for Guarantees on Demand, (RUGD) Revision 2020, ICC Publication No. 758.

*[Signature]*

*[Note: Italicized text should be removed from the final document; it is provided for information purposes only to facilitate preparation]*

PART II I – NOTIFICATION OF INTENTION TO AWARD AND BENEFICIAL OWNERS DISCLOSURE FORMS

Section 9. Notification of Intent to Allotment and Beneficial Ownership Disclosure Forms

Notification of Intent to Assign

***[ The Notification of Intent to Award must be sent to each of the Consultants whose Financial Proposal has been opened. The recipient must be the authorized representative of the Consultant].***

To the authorized representative of the Consultant

Name: *[insert name of authorized representative of the Consultant]*

Address: *[insert address of authorized representative of the Consultant]*

Telephone/fax: *[insert telephone/fax of Consultant's authorized representative]*

Email address: *[insert email address of authorized representative of the Consultant]*

***[IMPORTANT: insert the date of transmission of this Notification to all Consultants. The Notification must be sent to all Consultants simultaneously, i.e. on the same date and at the same time, wherever possible].***

**DATE OF SENDING:** This Notice is sent by: [ *email/fax* ] on [ *date* ] (local time).

**Notification of Intent to Assign**

**AC:** *[insert name of AC]*

**Title of the Contract:** *[insert title of the Contract]*

**Country:** *[insert CA country name]*

**RFP No:** *[insert RFP number with reference to the Procurement Plan]*

We hereby inform you of our decision to award the Contract above. The sending of the Notification marks the beginning of the Waiting Period. During this period, you can:

1. request a debriefing regarding the evaluation of your Proposal, and/or
2. submit a procurement complaint regarding the decision to award the contract.
3. **Consultant retained**

|  |  |
| --- | --- |
| **Name :** | *[insert name of successful Consultant]* |
| **Address :** | *[insert address of successful Consultant]* |
| **Market price :** | *[insert the Contract price of the successful Consultant]* |

1. **Consultants retained on the Shortlist *[INSTRUCTIONS: insert the names of all Consultants retained on the Shortlist, and indicate those who have submitted a Proposal. When the selection method requires it, indicate the price of each proposal as read at the opening session and as evaluated. Indicate the technical scores obtained and the scores assigned to each of the criteria and sub-criteria. Retain: Complete Technical Proposal (PTC) or Simplified Technical Proposal (PTS) in the last column below, as applicable ]***

| **Name of Consultant** | **Proposal submitted** | ***[in case of PTC]* Overall technical rating** | ***[in case of PTS]* Overall technical rating** | **Financial proposal  (if applicable)** | **Evaluated amount of the Financial Proposal  (if applicable)** | **Overall weighted score and ranking rank  (if applicable)** |
| --- | --- | --- | --- | --- | --- | --- |
| *[insert name]* | *[Yes No]* | **Criterion (i) *:*** *[insert note]*  **Criterion (ii) *:*** *[insert note]*  **Criterion (iii) *:*** *[insert note]*  Sub-criterion a  1: *[insert note]*  2: *[insert note]*  3: *[insert note]*  Sub-criterion b  1: *[insert note]*  2: *[insert note]*  3: *[insert note]*  Sub-criterion c  1: *[insert note]*  2: *[insert note]*  3: *[insert note]*  **Criterion (iv) *:*** *[insert note]*  **Criterion (v) *:*** *[insert note]*  **Overall rating:** *[insert overall rating]* | **Criterion (i) *:*** *[insert note]*  **Criterion (ii) *:*** *[insert note]*  Sub-criterion a  1: *[insert note]*  2: *[insert note]*  3: *[insert note]*  Sub-criterion b  1: *[insert note]*  2: *[insert note]*  3: *[insert note]*  Sub-criterion c  1: *[insert note]*  2: *[insert note]*  3: *[insert note]*  **Overall rating:** *[insert overall rating]* | *[Proposal Price]* | *[Evaluated Proposal Price]* | **Weighted score:** *[Weighted score]*  **Ranking Rank:** *[Ranking Rank]* |
| *[insert name]* | *[Yes No]* | **Criterion (i) *:*** *[insert note]*  **Criterion (ii) *:*** *[insert note]*  **Criterion (iii) *:*** *[insert note]*  Sub-criterion a  1: *[insert note]*  2: *[insert note]*  3: *[insert note]*  Sub-criterion b  1: *[insert note]*  2: *[insert note]*  3: *[insert note]*  Sub-criterion c  1: *[insert note]*  2: *[insert note]*  3: *[insert note]*  **Criterion (iv) *:*** *[insert note]*  **Criterion (v) *:*** *[insert note]*  **Overall rating:** *[insert overall rating]* | **Criterion (i) *:*** *[insert note]*  **Criterion (ii) *:*** *[insert note]*  Sub-criterion a  1: *[insert note]*  2: *[insert note]*  3: *[insert note]*  Sub-criterion b  1: *[insert note]*  2: *[insert note]*  3: *[insert note]*  Sub-criterion c  1: *[insert note]*  2: *[insert note]*  3: *[insert note]*  **Overall rating:** *[insert overall rating]* | *[Proposal Price]* | *[Evaluated Proposal Price]* | **Weighted score:** *[Weighted score]*  **Ranking Rank:** *[Ranking Rank]* |
| *[insert name]* | *[Yes No]* | **Criterion (i) *:*** *[insert note]*  **Criterion (ii) *:*** *[insert note]*  **Criterion (iii) *:*** *[insert note]*  Sub-criterion a  1: *[insert note]*  2: *[insert note]*  3: *[insert note]*  Sub-criterion b  1: *[insert note]*  2: *[insert note]*  3: *[insert note]*  Sub-criterion c  1: *[insert note]*  2: *[insert note]*  3: *[insert note]*  **Criterion (iv) *:*** *[insert note]*  **Criterion (v) *:*** *[insert note]*  **Overall rating:** *[insert overall rating]* | **Criterion (i) *:*** *[insert note]*  **Criterion (ii) *:*** *[insert note]*  Sub-criterion a  1: *[insert note]*  2: *[insert note]*  3: *[insert note]*  Sub-criterion b  1: *[insert note]*  2: *[insert note]*  3: *[insert note]*  Sub-criterion c  1: *[insert note]*  2: *[insert note]*  3: *[insert note]*  **Overall rating:** *[insert overall rating]* | *[Proposal Price]* | *[Evaluated Proposal Price]* | **Weighted score:** *[Weighted score]*  **Ranking Rank:** *[Ranking Rank]* |
| *[insert name]* | ***…*** | ***…*** | ***…*** | ***…*** | ***…*** | ***…*** |

1. **Reason(s) why your Proposal was not accepted** *[omit if the Weighted Score reveals the reason]*

|  |
| --- |
| ***[INSTRUCTIONS: indicate the reason(s) for which the Consultant's Proposal was not accepted. Do not provide: (a) a point-by-point comparison with a competing proposal, or (b) information identified as confidential by the Consultant in its Proposal.]*** |

1. **How to request a debriefing *[this only applies if your proposal was not successful, as indicated in point 3 above]***

|  |
| --- |
| **DEADLINE: The deadline for requesting a debriefing is midnight on *[insert date]* (local time).**  You can request a debriefing regarding the results of the evaluation of your Proposal. If you wish to request a debriefing, your written request must be submitted within three (3) business days of receipt of this Notification of Intent to Award.  Indicate the contract title, reference number, name of the Consultant, contract details and address for submitting the debriefing request as follows:  **to the attention of :**  **Name :** *[insert person’s full name]*  **Title/position:** *[insert title/position]*  **Agency :** *[insert CA name]*  **Email Address :** *[insert email address]*  **Fax** : *[insert Fax No.]* ***omit if not used***  When a request for debriefing has been submitted within three (3) working days, we will grant the debriefing within five (5) working days from receipt of the request. In the event that it is not possible for us to grant a debriefing within this period, the waiting period will be extended until five (5) working days after the debriefing has taken place. In such an event, we will notify you by the most expeditious means of the extension of the waiting period and confirm the date on which the extended waiting period will expire.  The debriefing can be in writing, by telephone, video conference or in person. We will inform you in writing as soon as possible how the debriefing will take place, confirming the date and time.  When the deadline for requesting a debriefing has expired, you can, however, request a debriefing. In such a case, we will grant the debriefing as soon as possible, and normally no later than fifteen (15) working days following publication of the notification of Contract award. |

1. **How to file a complaint**

|  |
| --- |
| **DEADLINE: The deadline for submitting a claim is midnight on *[insert date]* (local time).**  Indicate the contract title, reference number, name of the Consultant, contract details and address for submitting the debriefing request as follows:  **to the attention of :**  **Name :** *[insert person’s full name]*  **Title/position:** *[insert title/position]*  **Agency :** *[insert CA name]*  **Email Address :** *[insert email address]*  **Fax** : *[insert Fax No.* ***omit if not used*** *]*  *[at this stage of the procurement process] [upon receipt of this notification]* you may submit a procurement complaint regarding the contract award decision. It is not necessary that you have requested or received a debriefing before submitting a claim. Your complaint must be submitted during the Waiting Period and received by us before the expiration of the Waiting Period.  Further information :  For more information, please refer to the ECOWAS Procurement Code, version amended in October 2021. You are asked to read these documents before preparing and submitting your claim.  In summary, the following four requirements are essential:   1. You must be an “interested party”. In this case, this means a Consultant having submitted a proposal as part of this selection process, and recipient of a Notification of Intent to Award. 2. The complaint may challenge the contract award decision exclusively. 3. The complaint must be received before the deadline date and time indicated above. 4. You must provide in the complaint, all the information requested by the Procurement Rules (as described in Annex III). |

1. **Waiting period**

|  |
| --- |
| **DEADLINE: The time and deadline for expiration of the Waiting Period is midnight on *[insert date]* (local time).**  The waiting period is 15 business days from the day after the date this Notification of Intent to Award is sent.  The waiting period may be extended. This may occur when we are unable to provide a debriefing within the prescribed five (5) business day period. In such a case, we will notify you of the extension |

If you have any questions regarding this Notice, please contact us.

On behalf of [insert name of CA]:

**Signature :**

**Name :**

**Title/position:**

**Phone :**

**E-mail :**

*INSTRUCTIONS TO THE SUCCESSFUL CONSULTANT: DELETE THIS CARTRIDGE AFTER COMPLETING THE FORM*

*This Beneficial Ownership Disclosure Form must be completed by the successful Consultant. In the case of a group of companies, the Consultant must provide a separate form for each partner. Information regarding beneficial owners must be up to date on the date it is provided.*

*For the purposes of this form, a beneficial owner of the Consultant is a legal or natural person who owns the Consultant or has control over the Consultant because it meets one or more of the following conditions:*

* *directly or indirectly holds 25% or more of the shares*
* *directly or indirectly holds 25% or more of the voting rights*
* *directly or indirectly holds the power to appoint the majority of the members of the board of directors or equivalent authority of the Consultant*

Beneficial Ownership Disclosure Form

*[insert RFP title]*

**Request for Proposals No.:** *[insert RFP number]*

To: *[insert full name of CA]*

In response to your request made in the Contract Award Notification Letter dated *[insert date of notification letter* ] to provide additional information on the beneficial owners: *[retain the applicable option and delete those which do not are not]*

(i) we provide the following beneficial ownership information:

|  |  |  |  |
| --- | --- | --- | --- |
| Identity of the beneficial owner | *directly or indirectly holds 25% or more of the shares*  (Yes No) | *directly or indirectly holds 25% or more of the voting rights*  (Yes No) | *directly or indirectly holds the power to appoint the majority of the members of the board of directors or equivalent authority of the Consultant*  (Yes No) |
| *[insert full name, nationality, country of residence]* |  |  |  |

*OR*

(ii) we declare that there is no beneficial owner who meets at least one of the following conditions:

* directly or indirectly holds 25% or more of the shares
* directly or indirectly holds 25% or more of the voting rights
* directly or indirectly holds the power to appoint the majority of the members of the board of directors or equivalent authority of the Consultant

*OR*

(iii) we declare that we are unable to identify any beneficial owner who meets at least one of the following conditions:

* directly or indirectly holds 25% or more of the shares
* directly or indirectly holds 25% or more of the voting rights
* directly or indirectly holds the power to appoint the majority of the members of the board of directors or equivalent authority of the Consultant

**Name of Consultant:\*** *[insert full name of Consultant]*

**Name of person authorized to sign on behalf of the Consultant:\*\****[insert full title/capacity of person signing]*

**Inasmuch as :** *[indicate the capacity of the signatory]*

Signature *[insert signature]*

**Dated** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **day of** *[Insert date of signature]*

\*In the case of an offer presented by a group of companies, indicate the name of the group or its partners, as Consultant.

\*\*The signatory must have a power of attorney given by the Consultant, to be attached to the offer.

1. Indicate the selection method that will be used: Selection based on technical quality and cost (SFQC), Selection based on technical quality (SFQ), Selection within a determined budget (SBD), Selection at least cost ( SMC). [↑](#footnote-ref-1)
2. The inspections carried out in this context are documentary verifications due to their nature. They include documentary and factual research activities undertaken by ECOWAS or persons designated by it, in order to verify specific aspects relevant to an investigation or audit, such as the assessment of the veracity of a possible accusation of Fraud and Corruption, by means of an appropriate system. Such activities may include, without limitation, accessing and reviewing financial records of a business or individual, making copies of such records as necessary, accessing any other records, data and information (in the form of printed documents or in electronic format) considered relevant for the purposes of the investigation or audit and examine them, make copies of these documents as necessary, have interviews with staff and any other person , conduct physical inspections and site visits, and obtain third-party verification of information. [↑](#footnote-ref-2)
3. *The Guarantor must insert the amount representing the amount of the advance either in the currency(ies) mentioned in the Contract for payment of the advance, or in any other freely convertible currency acceptable to the CA* [↑](#footnote-ref-3)
4. Insert the expected date for completion of the contract. The CA must take into account the fact that, in the event of extension of the duration of the Contract, it will have to ask the Guarantor to extend the duration of this guarantee. Any such request must be made in writing before the expiration date stated in the warranty. When preparing the guarantee, the CA may consider adding the following at the end of the penultimate paragraph : “ Upon written request from the CA made before 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 only be granted once. » [↑](#footnote-ref-4)
5. A designated subcontractor, consultant, manufacturer or supplier of goods or services (different titles are used depending on the wording of the tender documents) is a company or individual who (i) is part of the request for tender pre-qualification or the tenderer's offer taking into account the specific and essential experience and know-how that he brings in order to satisfy the qualification conditions for a specific offer; or (ii) has been designated by the CA. [↑](#footnote-ref-5)
6. The inspections carried out in this context are documentary verifications due to their nature. They include documentary and factual research activities undertaken by ECOWAS, or persons designated by it, in order to verify specific aspects relevant to an investigation or audit, such as the assessment of the veracity of an accusation possible Fraud and Corruption, by means of an appropriate system. Such activities may include, without limitation, accessing and reviewing financial records of a business or individual, making copies of such records as necessary, accessing any other records, data and information (in the form of printed documents or in electronic format) considered relevant for the purposes of the investigation or audit and examine them, make copies of these documents as necessary, have interviews with staff and any other person , conduct physical inspections and site visits, and obtain third-party verification of information. [↑](#footnote-ref-6)
7. The Guarantor must insert the amount representing the amount of the advance either in the currency(s) mentioned in the Contract for payment of the advance, or in any other freely convertible currency acceptable to the CA. . [↑](#footnote-ref-7)
8. Insert the expected date for completion of the contract. The CA must take into account the fact that, in the event of extension of the duration of the Contract, it will have to ask the Guarantor to extend the duration of this guarantee. Any such request must be made in writing before the expiration date stated in the warranty. When preparing the guarantee, the CA may consider adding the following at the end of the penultimate paragraph : “ Upon written request from the CA made before 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 only be granted once . » [↑](#footnote-ref-8)