



ECOWAS Commission
Department for Agriculture, Environment and Water Resources
Regional Agency for Agriculture and Food

Request for Proposals

Nr. ARAA/PAE/2022/DP/01

ECOWAS Agroecology Program

Study on financing mechanisms for producers, agro-pastoralists, agro-pastoralists, breeders, young entrepreneurs and other economic operators to support/encourage agro-ecological transition and sustainable agricultural intensification in West Africa

February 7, 2022



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PART I



SECTION I INSTRUCTIONS TO CONSULTANTS

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A. General Provisions

1 Definitions	1.1 "Affiliate(s)" means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant. 1.2 "Applicable law" means the laws and any other instruments having the force of law in the Client's country, or in such other country as may be specified in the Data Sheet, as they may be issued and in force from time to time. 1.3 "AFD" means <i>Agence Française de Développement</i> (AFD). 1.4 "Client" means the implementing agency that signs the Contract for the Services with the selected Consultant. 1.5 "Consultant" means a legally-established professional consulting firm or an entity that may provide or provides the Services to the Client under the Contract. 1.6 "Contract" means a legally binding written agreement signed between the Client and the Consultant. It includes all the attached documents listed in its Clause 1 (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices). 1.7 "Data Sheet" means an integral part of the Instructions to Consultants (ITC) Section II that is used to reflect specific country and assignment conditions to supplement, but not to over-write, the provisions of the ITC. 1.8 "Day" means a calendar day. 1.9 "Experts" means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Subconsultant or Joint Venture member(s). 1.10 "Joint Venture (JV)" means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract. 1.11 "Key Expert(s)" means an individual professional provided by the Consultant or its Subconsultant, whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is taken into account in the technical evaluation of the Consultant's Proposal. 1.12 "ITC" (this Section I of the RFP) means the Instructions to interested Consultants with all information they need to prepare their Proposals. 1.13 "LOI" means the Letter of Invitation being sent by the Client to the shortlisted Consultants. 1.14 "Non-Key Expert(s)" means an individual professional provided by the Consultant or its Subconsultant and who is assigned to perform the
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	Services or any part thereof under the Contract and whose CVs are not evaluated individually. 1.15 "Proposal" means the technical Proposal and the financial Proposal of the Consultant. 1.16 "RFP" means the Request for Proposals to be prepared by the Client for the selection of Consultants. 1.17 "Services" means the consulting services work to be performed by the Consultant pursuant to the Contract. 1.18 "Subconsultant" means an entity to whom the Consultant intends to subcontract any part of the Services while remaining responsible to the Client during the performance of the Contract. 1.19 "TORs" (this Section VII of the RFP) means the Terms of Reference that explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the Services.
2 Introduction	2.1 The Client named in the Data Sheet intends to select a Consultant from those listed in the Letter of Invitation, in accordance with the method of selection specified in the Data Sheet. 2.2 The interested Consultants are invited to submit a technical Proposal and a financial Proposal for the Services named in the Data Sheet. The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Consultant. 2.3 The Consultants should take into account the Applicable law in preparing their Proposals. They may attend a pre-Proposal conference if one is specified in the Data Sheet. Attending any such pre-Proposal conference is optional and is at the Consultants' expense. 2.4 The Client will timely provide, at no cost to the Consultants, the inputs, relevant project data, and reports required for the preparation of the Consultant's Proposal as specified in the Data Sheet.
3 Conflict of interest	3.1 The Consultant is required to provide professional, objective, and impartial advice, at all times holding the Client's interests paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work. 3.2 The Consultant has an obligation to disclose to the Client any situation of actual or potential conflict of interest that impacts its capacity to serve the best interest of its Client. Failure to disclose such situations may lead to the rejection of the Consultant's Proposal or the termination of its Contract. 3.3 Without limitation on the generality of the foregoing, and unless stated otherwise in the Data Sheet, the Consultant shall not be hired under the circumstances set forth below: 3.3.1 <u>Conflicting activities</u> 3.3.1.1 <u>Conflict between consulting activities and procurement of goods, works or non-consulting services</u>: a firm that has been engaged by the Client to provide goods, works,

	or non-consulting services for a project, or any of its Affiliates, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation. 3.3.2 <u>Conflicting assignments</u> 3.3.2.1 <u>Conflict among consulting assignments:</u> a Consultant (including its Experts and Subconsultants) or any of its Affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant for the same or for another Client. 3.3.3 <u>Conflicting relationships</u> 3.3.3.1 <u>Relationship with the Client's staff:</u> a Consultant (including its Experts and Subconsultants) that has a close business or family relationship with a professional staff of the Client who are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference for the Services, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to AFD throughout the selection process and the execution of the Contract.
4 Unfair competitive advantage	4.1 Fairness and transparency in the selection process require that the Consultants or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. To that end, the Client shall indicate in the Data Sheet and make available to all interested Consultants together with this RFP all information that would in that respect give such Consultant any unfair competitive advantage over other competing Consultants.
5 Corrupt and fraudulent practices	5.1 AFD requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Section VI. 5.2 In further pursuance of this policy, Consultant shall permit and shall cause its Experts, Subconsultants, subcontractors, or suppliers to permit AFD to inspect all accounts, records, and other documents relating to the submission of the Proposal and Contract performance (in case of an award), and to have them audited by auditors appointed by AFD.
6 Eligibility	6.1 AFD financing may benefit to Consultants (firms, including Joint Ventures and their individual members) from all countries to offer consulting services for AFD-financed projects subject to compliance with the eligibility criteria specified in Section V.

- 6.2 Furthermore, it is the Consultant's responsibility to ensure that its Experts, Joint Venture members, Subconsultants, agents (declared or not), subcontractors, service providers, suppliers and/or their employees meet the eligibility requirements as established by AFD in the Section V.
- 6.3 Government officials and civil servants of the Client's country are not eligible to be included as Experts in the Consultant's Proposal unless such engagement does not conflict with the Applicable law, and they (i) are on leave of absence without pay, or have resigned or retired; (ii) are not being hired by the same agency they were working for before going on leave of absence without pay, resigning, or retiring; and (iii) their hiring would not create a conflict of interest.

B. Preparation of Proposals

7 General considerations	7.1 In preparing the Proposal, the Consultant is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.
8 Cost of preparation of Proposal	8.1 The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process.
9 Language	9.1 The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the Client shall be written in the language(s) specified in the Data Sheet .
10 Documents comprising the Proposal	10.1 The Proposal shall comprise the documents and forms listed in the Data Sheet . 10.2 The Consultant shall furnish information on commissions, gratuities, and fees, if any, paid or to be paid to agents or any other party relating to this Proposal and, if awarded, Contract execution.
11 Only one Proposal	11.1 The Consultant shall submit only one Proposal, either in its own name or as a member of a Joint Venture. If a Consultant (including any Joint Venture member) submits or participates in more than one Proposal, all such Proposals shall be disqualified and rejected. This does not, however, unless otherwise stated in the Data Sheet , preclude a Subconsultant, or the Consultant's staff from participating as Key Experts and Non-Key Experts in more than one Proposal.
12 Proposal validity	12.1 The Data Sheet indicates the period during which the Consultant's Proposal must remain valid after the Proposal submission deadline. 12.2 During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price. 12.3 If it is established that any Key Expert nominated in the Consultant's Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation. 12.4 <u>Extension of validity period</u>

	12.4.1 The Client will make its best effort to complete the negotiations within the Proposal's validity period. However, should the need arise, the Client may request, in writing, all Consultants who submitted Proposals prior to the submission deadline to extend the Proposals' validity. 12.4.2 If the Consultant agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts. 12.4.3 The Consultant has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated. 12.5 <u>Substitution of Key Experts in case of extension of validity period</u> 12.5.1 If any of the Key Experts become unavailable for the extended validity period, the Consultant shall provide a written adequate justification and evidence satisfactory to the Client together with the substitution request. In such case, a replacement Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert. The technical evaluation score, however, will remain to be based on the evaluation of the CV of the original Key Expert. 12.5.2 If the Consultant fails to provide a replacement Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Client, such Proposal will be rejected. 12.6 <u>Subcontracting</u> 12.6.1 Le Consultant shall not subcontract the whole of the Services.
13 Clarification and amendment of RFP	13.1 The Consultant may request a clarification of any part of the RFP during the period indicated in the Data Sheet before the Proposals' submission deadline. Any request for clarification must be sent in writing, or by standard electronic means, to the Client's address indicated in the Data Sheet. The Client will respond in writing, or by standard electronic means, and will send written copies of the response (including an explanation of the query but without identifying its source) to all interested Consultants. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below: 13.1.1 At any time before the Proposal submission deadline, the Client may amend the RFP by issuing an amendment in writing or by standard electronic means. The amendment shall be sent to all interested Consultants and will be binding on them. The interested Consultants shall acknowledge receipt of all amendments in writing. 13.1.2 If the amendment is substantial, the Client shall extend the Proposal submission deadline to give the interested Consultants reasonable time to take an amendment into account in their Proposals.

	13.2	The Consultant may submit a modified Proposal or a modification to any part of it at any time prior to the Proposal submission deadline. No modifications to the technical or financial Proposal shall be accepted after the deadline.
14 Preparation of Proposals – Specific consideration	14.1	While preparing the Proposal, the Consultant must give particular attention to the following: 14.1.1 If a interested Consultant considers that it may enhance its expertise for the Services by associating with other consultants in the form of a Joint Venture, it may do so with either one or more intrested Consultants. If interested Consultants associate with each other, any of them can be a lead member. 14.1.2 The Client may indicate in the Data Sheet the estimated Key Experts’ time input (expressed in person-month) or the Client’s estimated total cost of the Services, but not both. This estimate is indicative and the Proposal shall be based on the Consultant’s own estimates for the same. 14.1.3 If stated in the Data Sheet, the Consultant shall include in its Proposal at least the same time input (in the same unit as indicated in the Data Sheet) of Key Experts, failing which the financial Proposal will be rejected. 14.1.4 For assignments under the Fixed-Budget selection method, the estimated Key Experts’ time input is not disclosed. Total available budget, with an indication whether it is inclusive or exclusive of taxes, is given in the Data Sheet, and the financial Proposal shall not exceed this budget.
15 Technical Proposal format and content	15.1	The technical Proposal shall not include any financial information. A technical Proposal containing material financial information shall be declared non-responsive. 15.1.1 Consultant shall not propose alternative Key Experts. Only one CV shall be submitted for each Key Expert position. Failure to comply with this requirement will make the Proposal non-responsive. 15.1.2 Variations are not allowed.
	15.2	The technical Proposal shall be prepared using the standard forms provided in Section III of the RFP.
16 Financial Proposal	16.1	The financial Proposal shall be prepared using the standard forms provided in Section IV of the RFP. It shall list all costs associated with the Services, including (a) remuneration of Key Experts and Non-Key Experts, (b) other expenses indicated in the Data Sheet .
	16.2	<u>Price adjustment</u> For assignments with a duration exceeding 18 months, a price adjustment provision of remuneration rates applies if so stated in the Data Sheet .
	16.3	<u>Taxes</u>

The financial Proposal should clearly estimate, as a separate amount, the taxes, duties, fees, levies and other charges imposed in the Client's country under the Applicable law, on the Consultants, the Subconsultants, and their Experts (other than nationals or permanent residents of the Client's country), as stated in the **Data Sheet**. The Consultant and its Subconsultants and Experts are responsible for meeting all tax liabilities arising out of the Contract unless stated otherwise in the **Data Sheet**. Information on taxes in the Client's country is provided in the **Data Sheet**.

16.4 Currency of Proposal

The Consultant may express the price for its Services in the currency or currencies as stated in the **Data Sheet**. If indicated in the **Data Sheet**, the portion of the price representing local cost shall be stated in the local currency.

16.5 Currency of payment

Payment under the Contract shall be made in the currency or currencies in which the payment is requested in the Proposal.

C. Submission, Opening and Evaluation

17 Submission, sealing and marketing of Proposals

17.1 The Consultant shall submit a signed and complete Proposal comprising the documents and forms in accordance with Clause 10 (Documents comprising Proposal). The submission can be done by mail or by hand. If authorized in the **Data Sheet**, the Consultant may choose to submit its Proposals electronically.

17.2 An authorized representative of the Consultant shall sign the original submission letters in the required format for both the technical Proposal and the financial Proposal and shall initial all pages of both. The authorization shall be in the form of a written power of attorney attached to the technical Proposal.

17.2.1 A Proposal submitted by a Joint Venture shall be signed by all members so as to be legally binding on all members, or by an authorized representative who has a written power of attorney signed by each member's authorized representative.

17.3 Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal.

17.4 The signed technical and financial Proposals shall be marked "**ORIGINAL**", and its copies marked "**COPY**" as appropriate. The number of copies is indicated in the **Data Sheet**. All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail.

17.5 The original and all the copies of the technical Proposal shall be placed inside of a sealed envelope clearly marked "**TECHNICAL PROPOSAL, [Name of the Services]**", reference number, name and address of the Consultant, and with a warning "**DO NOT OPEN UNTIL TECHNICAL PROPOSAL OPENING**".

	17.6 Similarly, the original financial Proposal shall be placed inside of a sealed envelope clearly marked "FINANCIAL PROPOSAL, [name of the Services]", reference number, name and address of the Consultant, and with a warning "DO NOT OPEN WITH THE TECHNICAL PROPOSAL". 17.7 The sealed envelopes containing the technical and financial Proposals shall be placed into one outer envelope and sealed. This outer envelope shall bear the submission address, RFP reference number, the name of the Services, Consultant's name and the address, and shall be clearly marked "DO NOT OPEN BEFORE TECHNICAL PROPOSAL OPENING". 17.8 If the envelopes and packages with the Proposal are not sealed and marked as required, the Client will assume no responsibility for the misplacement, loss, or premature opening of the Proposal. 17.9 The Proposal or its modifications must be sent to the address indicated in the Data Sheet and received by the Client no later than the deadline indicated in the Data Sheet, or any extension to this deadline. Any Proposal or its modification received by the Client after the deadline shall be declared late and rejected, and promptly returned unopened.
18 Confidentiality	18.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultant should not contact the Client on any matter related to its technical and/or financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Consultants who submitted the Proposals or to any other party not officially concerned with the process, until the publication of the Contract award information. 18.2 Any attempt by interested Consultants or anyone on behalf of the Consultant to influence improperly the Client in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal. 18.3 Notwithstanding the above provisions, from the time of the Proposals' opening to the time of Contract award publication, if a Consultant wishes to contact the Client on any matter related to the selection process, it should do so only in writing.
19 Opening of technical Proposals	19.1 The Client's evaluation committee shall conduct the opening of the technical Proposals in the presence of the shortlisted Consultants' authorized representatives who choose to attend (in person, or online if this option is offered in the Data Sheet). The opening date, time and address are stated in the Data Sheet. The envelopes with the financial Proposal shall remain sealed and shall be securely stored with a reputable public auditor or independent authority until they are opened in accordance with Clause 23 of the ITC. 19.2 At the opening of the technical Proposals the following shall be read out: (i) the name of the Consultant or, in case of a Joint Venture, the name of the Joint Venture, the name of the lead member and the names of all members; (ii) the presence or absence of a duly sealed envelope with the financial Proposal; (iii) any modifications to the Proposal submitted prior to Proposal submission deadline; and (iv) any other information deemed appropriate or as indicated in the Data Sheet.

20 Proposals evaluation	20.1 Subject to provision of Sub-Clause 15.1 of the ITC, the evaluators of the technical Proposals shall have no access to the financial Proposals until the technical evaluation is concluded. 20.2 The Consultant is not permitted to alter or modify its Proposal in any way after the Proposal submission deadline except as permitted under Sub-Clause 12.7 of this ITC. While evaluating the Proposals, the Client will conduct the evaluation solely on the basis of the submitted technical and financial Proposals.
21 Evaluation of technical Proposals	21.1 The Client's evaluation committee shall evaluate the technical Proposals on the basis of their responsiveness to the Terms of Reference and the RFP, applying the evaluation criteria, sub-criteria, and point system specified in the Data Sheet. Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicated in the Data Sheet.
22 Financial Proposals for QBS	22.1 Following the ranking of the technical Proposals, when the selection is based on quality only (QBS), the top-ranked Consultant is invited to negotiate the Contract. Only the financial Proposal of the technically top-ranked Consultant is opened by the Client's evaluation committee. All other financial Proposals are returned unopened after the Contract negotiations are successfully concluded and the Contract is signed.
23 Public opening of financial Proposals (for Quality and Cost Based Selection (QCBS), Fixed Budget Selection (FBS), and Least-Cost Selection (LCS) methods)	23.1 After the technical evaluation is completed, the Client shall notify those Consultants whose Proposals were considered non-responsive to the RFP and TOR or did not meet the minimum qualifying technical score (and shall provide information relating to the Consultant's overall technical score) that their financial Proposals will be returned unopened after completing the selection process and Contract signing. The Client shall simultaneously notify in writing those Consultants that have achieved the minimum overall technical score and inform them of the date, time and location for the opening of the financial Proposals. The opening date should allow the Consultants sufficient time to make arrangements for attending the opening. The Consultant's attendance at the opening of the financial Proposals (in person, or online if such option is indicated in the Data Sheet) is optional and is at the Consultant's choice. 23.2 The financial Proposals shall be opened by the Client's evaluation committee in the presence of the representatives of those Consultants whose Proposals have passed the minimum technical score. At the opening, the names of the Consultants, the overall technical scores, and the total prices shall be read aloud and recorded. Copies of the record shall be sent to all Consultants who submitted Proposals.
24 Correction of errors	24.1 Activities and items described in the technical Proposal but not priced in the financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections will be made to the financial Proposal. 24.2 <u>Time-based Contracts</u> In the case of a time-based Contract, the Client's evaluation committee will (a) correct any computational or arithmetical errors, and (b) adjust

	the prices if they fail to reflect all inputs included for the respective activities or items in the technical Proposal. In case of discrepancy between (i) a partial amount (sub-total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures, the former will prevail. In case of discrepancy between the technical and financial Proposals in indicating quantities of input, the technical Proposal prevails and the Client's evaluation committee shall correct the quantification indicated in the financial Proposal so as to make it consistent with the one indicated in the technical Proposal, apply the relevant unit price included in the financial Proposal to the corrected quantity, and correct the total Proposal cost. 24.3 <u>Lump-sum Contracts</u> In the case of a lump-sum Contract, the Consultant is deemed to have included all inputs that are necessary to perform the Services in the financial Proposal, so neither arithmetical corrections nor price adjustments shall be made. The total price, net of taxes understood as per Clause ITC 25 below, specified in the financial Proposal (form FIN-1) shall be considered as the offered price.
25 Taxes	25.1 The Client's evaluation of the Consultant's financial Proposal shall exclude taxes and duties in the Client's country in accordance with the instructions in the Data Sheet.
26 Conversion to single currency	26.1 For the evaluation purposes, prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the Data Sheet.
27 Combined quality and cost evaluation (for QCBS, FBS, and LCS methods)	27.1 In the case of quality and cost based selection (QCBS), the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the Data Sheet. The Consultant achieving the highest combined technical and financial score will be invited for negotiations. 27.2 In the case of fixed budget selection (FBS), those Proposals that exceed the budget indicated in Sub-Clause 14.1.4 of the Data Sheet shall be rejected. The Client will select the Consultant that submitted the highest-ranked technical Proposal, and invite such Consultant to negotiate the Contract. 27.3 In the case of least-cost selection (LCS), the Client will select the Consultant with the lowest evaluated total price among those consultants that achieved the minimum technical score, and invite such Consultant to negotiate the Contract.
28 Abnormally low financial Proposal	28.1 If the financial Proposal is twenty per cent (20%) or more, lower than the Client's estimate, and unless the Client provides justification that the estimate is inaccurate, the Client shall require the Consultants to produce detailed price analyses for any or all items of the financial Proposal, to demonstrate the internal consistency of those prices and priced quantities with the methodology, resources and schedule proposed, as well as the Terms of Reference (TORs). Notwithstanding provisions of Sub-Clause ITC 24.1 which shall not apply, if

inconsistencies are evidenced, the financial Proposal shall be declared non-compliant and rejected.

D. Negotiations and Award

29 Negotiations

- 29.1 The negotiations will be held at the date and address indicated in the **Data Sheet** with the Consultant's representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Consultant.
- 29.2 The Client shall prepare minutes of negotiations that are signed by the Client and the Consultant's authorized representative.
- 29.3 Availability of Key Experts
- 29.3.1 The invited Consultant shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations, or, if applicable, a replacement in accordance with Clause 12 of the ITC. Failure to confirm the Key Experts' availability may result in the rejection of the Consultant's Proposal and the Client proceeding to negotiate the Contract with the next-ranked Consultant.
- 29.3.2 Notwithstanding the above, the substitution of Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall offer a substitute Key Expert within the period of time specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original Key Expert.
- 29.4 Technical negotiations
- 29.4.1 The negotiations include discussions about the Terms of Reference (TORs), the proposed methodology, the Client's inputs, the special conditions of the Contract, and finalizing the "Description of Services" part of the Contract. These discussions shall not substantially alter the original scope of services under the TORs or the terms of the Contract and shall not modify the ranking of the Proposals.
- 29.5 Financial negotiations
- 29.5.1 The negotiations include the clarification of the Consultant's tax liability in the Client's country and how it should be reflected in the Contract.
- 29.5.2 If the selection method included cost as a factor in the evaluation, the total price stated in the financial Proposal for a lump-sum Contract shall not be negotiated.
- 29.5.3 In the case of a time-based Contract, unit rates negotiations shall not take place, except when the offered Key Experts and Non-Key Experts' remuneration rates are much higher than the typically charged rates by Consultants in similar contracts. In

30 Conclusion of negotiations	such case, the Client may ask for clarifications and, if the fees are very high, ask to change the rates. 30.1 The negotiations are concluded with a review of the finalized draft Contract, which then shall be initialed by the Client and the Consultant's authorized representative. 30.2 If the negotiations fail, the Client shall inform the Consultant in writing of all pending issues and disagreements and provide a final opportunity to the Consultant to respond. If disagreement persists, the Client shall terminate the negotiations informing the Consultant of the reasons for doing so. The Client will invite the next-ranked Consultant to negotiate a Contract. Once the Client commences negotiations with the next-ranked Consultant, the Client shall not reopen the earlier negotiations. 30.3 The Client reserves the right to annul the RFP process and reject all Proposals at any time prior to Contract award, without thereby incurring any liability to Consultants.
31 Award of Contract	31.1 After completing the negotiations the Client shall sign the Contract; if applicable, publish the award information; and promptly notify the other non-retained Consultants. 31.2 The Consultant is expected to commence the Services on the date and at the location specified in the Data Sheet.

SECTION II: DATA SHEET

A. General

IC 1.9	Applicable law : ECOWAS
IC 2.1	Name of the Client: Commission of the Economic Community Of the West African States Method of selection: Selection based on consideration of quality and cost ("QCBS") Type of Contract: Lump-sum Contract
IC 2.2	The name of the Services is: Study on financing mechanisms for producers, agro-pastoralists, agro-pastoralists, breeders, young entrepreneurs and other economic operators to support/encourage agro-ecological transition and sustainable agricultural intensification in West Africa
IC 2.3	A pre-Proposal conference will be held: No
IC 2.4	Not applicable
IC 3.3	The following additional circumstances shall be considered as a conflict of interest: Not Applicable The following additional circumstances shall not be considered as a conflict of interest: Not Applicable
IC 4.1	Not applicable

B. Preparation of Proposals

IC 9.1	Proposals shall be submitted in English language. All correspondence exchanges and documents shall be in English language.
IC 10.1	The Proposal shall comprise the following: <u>1st Inner Envelope with the technical Proposal:</u> (1) Technical Proposal submission form (TECH-1) (2) Power of Attorney to sign the Proposal (3) Statement of Integrity (signed) (4) Description of methodology, work plan and team composition (TECH-2, TECH-3, TECH-4 and TECH-5 are provided as indicative format) (5) Security methodology that meets the requirements of the terms of reference - security AND <u>2nd Inner Envelope with the financial Proposal:</u> (1) Financial Proposal submission form (FIN-1) (2) Summary of costs (FIN-2) (3) Breakdown of prices (FIN-3 and FIN-4 are provided as indicative format in case of lump-sum Contract)

IC 11.1	Participation of Subconsultants, Key Experts and Non-Key Experts in more than one Proposal is permissible .
IC 12.1	Proposals must remain valid for 90 calendar days after the Proposal submission deadline .
IC 13.1	Clarifications may be requested no later than 14 days prior to the submission deadline. The contact information for requesting clarifications is: procurement.pae.araa@gmail.com
IC 14.1.1	Not applicable
IC 14.1.2	Estimated total cost of the Services: One hundred and forty five thousand euros (EUR 145.000)
IC 14.1.3	Not applicable
IC 14.1.4 & 27.2	Not applicable
IC 16.1	The Consultant shall detail the Other Expenses of his Proposal in compliance with items listed in form FIN-4.
IC 16.2	A price adjustment provision applies to remuneration rates: No
IC 16.3	Permanent establishment in the Client's country: The law of the Client's country authorizes the consultant to perform the Contract without having a permanent establishment in the Client's country. Taxation outside the Client's country: The Consultant's financial Proposal shall exclude all taxes, duties and fees imposed outside the Client's country (including in the Consultant's country, if it is different from the Client's country). Taxation in Client's country: 3.1 The Consultant's financial Proposal shall exclude all taxes, duties and fees imposed inside the Client's country. 3.2 The Consultant's financial Proposal is deemed to exclude all other taxes, duties and fees.
IC 16.4	The financial Proposal shall be stated in the following currencies: Euros (€) and Francs CFA (XOF) The financial Proposal should state local costs in the Client's country currency (local currency): Yes (XOF)

C. Submission, Opening and Evaluation

IC 17.1	The Consultants <u>shall not have</u> the option of submitting their Proposals electronically.
IC 17.4	The Consultant must submit: a) Technical Proposal: one (1) original and one (1) digital copy (flashdisk);

	b) Financial Proposal: one (1) original and one (1) digital copy (flashdisk). The digital copy of the Technical Proposal shall not include the Financial Proposal.												
IC 17.9	The Proposals must be submitted no later than: Date : April 4, 2022 Heure : 12h00 GMT The Proposal submission address is: To : Executive Director of RAAF Agence Régionale pour l'Agriculture et l'Alimentation (ARAA/CEDEAO) 83 rue de la Pâture, Super Taco Lomé, TOGO Tel : +228 22 21 40 03												
IC 19.1	An online option of the opening of the technical Proposals is not offered. The opening shall take place at: same as the Proposal submission address : Agence Régionale pour l'Agriculture et l'Alimentation (ARAA/CEDEAO) 83 rue de la Pâture, Super Taco Lomé, TOGO Date : April 4, 2022 Heure : 15h00 GMT												
IC 19.2	Any technical Proposal which does not have a signed submission form or is not accompanied with a written power of attorney, according to Sub-Clause 17.2 of the ITC, will not be considered.												
IC 21.1	<u>Criteria, sub-criteria, and point system for the evaluation of the technical Proposals</u> <table border="1"> <thead> <tr> <th>Criteria</th><th>Points</th></tr> </thead> <tbody> <tr> <td>1. Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference (TORs)</td><td>34</td></tr> <tr> <td>2. Consultant's general experience</td><td>15</td></tr> <tr> <td> 3. Key Experts' qualifications and competence for the Services: - Position K-1 : Team leader [25 pts] - Position K-2 [20 pts] </td><td>45</td></tr> <tr> <td> 4. Staff organization (minimum qualification, diversity; national staff) - Complementarity of the team to cover the 15 countries of the PAE (previous work experiences, presence of French-speaking expert(s), or even a Portuguese-speaker expert(s) in the team) [3 pts] - Organization of the team: clarity of the distribution of roles, adequacy of the organization of the team for deployment at the regional level, strong involvement of the head of mission in coordination [3 pts] </td><td>6</td></tr> <tr> <td>TOTAL</td><td>100</td></tr> </tbody> </table> <u>Evaluation criteria Nr. 1 :</u> The number of points to be assigned for this criterion shall be determined considering the following five sub-criteria and relevant percentage weights :	Criteria	Points	1. Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference (TORs)	34	2. Consultant's general experience	15	3. Key Experts' qualifications and competence for the Services: - Position K-1 : Team leader [25 pts] - Position K-2 [20 pts]	45	4. Staff organization (minimum qualification, diversity; national staff) - Complementarity of the team to cover the 15 countries of the PAE (previous work experiences, presence of French-speaking expert(s), or even a Portuguese-speaker expert(s) in the team) [3 pts] - Organization of the team: clarity of the distribution of roles, adequacy of the organization of the team for deployment at the regional level, strong involvement of the head of mission in coordination [3 pts]	6	TOTAL	100
Criteria	Points												
1. Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference (TORs)	34												
2. Consultant's general experience	15												
3. Key Experts' qualifications and competence for the Services: - Position K-1 : Team leader [25 pts] - Position K-2 [20 pts]	45												
4. Staff organization (minimum qualification, diversity; national staff) - Complementarity of the team to cover the 15 countries of the PAE (previous work experiences, presence of French-speaking expert(s), or even a Portuguese-speaker expert(s) in the team) [3 pts] - Organization of the team: clarity of the distribution of roles, adequacy of the organization of the team for deployment at the regional level, strong involvement of the head of mission in coordination [3 pts]	6												
TOTAL	100												

i. The methodology is clear and complete: all services, organization described, resources mobilized, list of activities, risks and assumptions	25 %
ii. The methodology is relevant: it brings an added value to the TORs and contains innovations	25 %
iii. The work plan is detailed, realistic and in line with the TORs and proposed methodology	20 %
iv. The number of experts and the expected number of working days for each expert are adequate to satisfactorily perform each activity.	15 %
v. The allotment between international experts and local experts, or between experts on site and at headquarters, achieves the expected results	15 %
TOTAL	100 %

Evaluation criteria Nr. 2 :

The number of points to be assigned for this criterion shall be determined considering the following five sub-criteria and relevant percentage weights :

i. Justification of at least 5 years of experience in supporting the agricultural and non-agricultural sector and public and private services	25 %
ii. Justification of similar experiences (similar studies) in the analysis of public and/or private agricultural financing	25 %
iii. Justification of experience in setting up or managing funds, particularly in connection with agricultural sector financing	20 %
iv. Justification of at least 1 experience related to agroecology in Africa south of the Sahara	15 %
v. Good knowledge of ECOWAP and the instruments provided for in the context of its implementation, in particular financial instruments	15 %
TOTAL	100 %

Evaluation criteria Nr. 3 :

The number of points to be assigned to each Key Expert mentioned above shall be determined considering the following four sub-criteria and relevant percentage weights :

i. General qualifications	25 %
ii. Adequacy for the Services	50 %
iii. Relevant experience in the region and knowledge of regional languages	20 %
iv. Number of years of experience of the Expert with the Consultant	5 %
TOTAL	100 %

The minimum technical score (St) required to pass is: **80 points**

The evaluation of the security methodology, as described in Article ITC 10.1 of the Data Sheet, will not give rise to allocation of points (scoring). It will consist in determining that each condition of admissibility specified in the terms of reference - *security* is met.

In the event that a Technical Proposal does not contain a safety methodology, the Proposal will be automatically rejected.

In the event that the Technical Proposal contains a safety methodology, but that this one is incomplete, additional information will be requested from the Consultant and must be provided by the Consultant prior to any award of the contract.

IC 23.1

An online option of the opening of the financial Proposals **is not offered**.

IC 25.1	The evaluation will be carried out on the basis of the Consultant's financial Proposal excluding all taxes, duties and fees.
IC 26.1	The single currency for the conversion of all prices expressed in various currencies into a single one is: Euro (€) The official source of the selling (exchange) rate is: https://ec.europa.eu/info/funding-tenders/how-eu-funding-works/information-contractors-and-beneficiaries/exchange-rate-infoeuro_en The date of the exchange rates is the date which is seven (7) days prior to the deadline for submission.
IC 27.1	The highest evaluated technical Proposal (Tm) is given the maximum financial score (Ntf) of 100. The formula for determining the technical scores of all other Proposals, having obtained a score (Nt) greater than or equal to the minimum technical qualification score, is calculated as following: Ntf = 100 x Nt/Tm, in which "Ntf" is the final technical score, "Tm" is the highest technical score, and "Nt" the technical score of the Proposal under consideration. The lowest evaluated financial Proposal (Pm) is given the maximum financial score (Np) of 100. The formula for determining the financial scores of all other Proposals is calculated as following: Np = 100 x Pm/P, in which "Np" is the financial score, "Pm" is the lowest price, and "P" the price of the Proposal under consideration. The weights given to the technical (T) and financial (F) Proposals are: T = 0,8, and F = 0,2. Proposals are ranked according to their combined technical (Nt) and financial (Np) scores using the weights (T the weight given to the technical Proposal; F = the weight given to the financial Proposal; T + F = 1) as following: N = Nt x T% + Np x F%.

D. Negotiations

IC 29.1	The negotiation will be organized "online" on a date fixed by mutual agreement between the Consultant and the Client
IC 31.2	Expected date for the commencement of the Services: Date : Contract's signing date via videoconference from Consultant Headquarter.

SECTION III: TECHNICAL PROPOSAL – STANDARD FORMS

Form TECH-1: Technical Proposal submission form

(Text not to be modified)

_____ [Location, Date]

To: Directeur Exécutif de l'ARAA
Agence Régionale pour l'Agriculture et l'Alimentation (ARAA/CEDEAO)
83 rue de la Pâture, Super Taco
Lomé, TOGO

Dear Sirs:

We, the undersigned, offer to provide the Services for *[Insert title of Services]* in accordance with your Request for Proposals dated *[Insert Date]* and our Proposal. We are hereby submitting our Proposal, which includes this technical Proposal and a financial Proposal sealed in a separate envelope.

[If the Consultant is a Joint Venture, insert the following: "We are submitting our Proposal as a Joint Venture with: [Insert a list with the full name and the legal address of each member, and indicate the lead member]". We have attached a copy [insert: "of our letter of intent to form a Joint Venture" or, if a JV is already formed, "of the JV agreement"] signed by every participating member, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said Joint Venture.

[OR

If the Consultant's Proposal includes Subconsultants, insert the following:]

We are submitting our Proposal with the following firms as Subconsultants: *[Insert a list with full name and address of each Subconsultant]*.

We hereby declare that:

- a) All the information and statements made in this Proposal are true and we accept that any misrepresentation contained in this Proposal may lead to the rejection of our Proposal by the Client;
- b) Our Proposal shall be valid and remain binding upon us for the period of time specified in, Sub-Clause 12.1 of the Data Sheet;
- c) We have no conflict of interest in accordance with Clause 3 of the ITC;
- d) Except as stated in the Data Sheet, Sub-Clause 12.1, we undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in Sub-Clauses 12.5 and 29.3 of the ITC shall end Contract negotiations;

- e) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date indicated in Sub-Clause 31.2 of the Data Sheet.

We acknowledge and agree that the Client reserves the right to annul the selection process and reject all Proposals at any time prior to Contract award, without thereby incurring any liability to us.

We remain,

Yours sincerely,

Authorized Signature *[in full and initials]*: _____

Name and Title of Signatory: _____

Name of Consultant (company's name or JV's name): _____

In the capacity of: _____

Address: _____

Contact information (phone and email): _____

[For a Joint Venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached.]

**Appendix to technical Proposal submission form -
Statement of Integrity, Eligibility and Environmental and Social Responsibility**

Reference name of the bid or proposal: _____ (The "**Contract**")

To: _____ (The "**Contracting Authority**")

1. We recognise and accept that *Agence Française de Développement* ("**AFD**") only finances projects of the Contracting Authority subject to its own conditions which are set out in the Financing Agreement which benefits directly or indirectly to the Contracting Authority. As a matter of consequence, no legal relationship exists between AFD and our company, our joint venture or our suppliers, contractors, subcontractors, consultants or subconsultants. The Contracting Authority retains exclusive responsibility for the preparation and implementation of the procurement process and performance of the contract. The Contracting Authority means the Purchaser, the Employer, the Client, as the case may be, for the procurement of goods, works, plants, consulting services or non-consulting services.
2. We hereby certify that neither we nor any other member of our joint venture or any of our suppliers, contractors, subcontractors, consultants or subconsultants are in any of the following situations:
 - 2.1 Being bankrupt, wound up or ceasing our activities, having our activities administered by the courts, having entered into receivership, reorganisation or being in any analogous situation arising from any similar procedure;
 - 2.2 Having been:
 - a) convicted, within the past five years by a court decision, which has the force of res judicata in the country where the Contract is implemented, of fraud, corruption or of any other offense committed during a procurement process or performance of a contract (in the event of such conviction, you may attach to this Statement of Integrity supporting information showing that this conviction is not relevant in the context of the Contract);
 - b) subject to an administrative sanction within the past five years by the European Union or by the competent authorities of the country where we are constituted, for fraud, corruption or for any other offense committed during a procurement process or performance of a contract (in the event of such sanction, you may attach to this Statement of Integrity supporting information showing that this sanction is not relevant in the context of the Contract);
 - c) convicted, within the past five years by a court decision, which has the force of res judicata, of fraud, corruption or of any other offense committed during the procurement process or performance of an AFD-financed contract;
 - 2.3 Being listed for financial sanctions by the United Nations, the European Union and/or France for the purposes of fight-against-terrorist financing or threat to international peace and security;
 - 2.4 Having been subject within the past five years to a contract termination fully settled against us for significant or persistent failure to comply with our contractual obligations during contract performance, unless this termination was challenged and dispute resolution is still pending or has not confirmed a full settlement against us;
 - 2.5 Not having fulfilled our fiscal obligations regarding payments of taxes in accordance with the legal provisions of either the country where we are constituted or the Contracting Authority's country;

- 2.6 Being subject to an exclusion decision of the World Bank and being listed on the website <http://www.worldbank.org/debarr> (in the event of such exclusion, you may attach to this Statement of Integrity supporting information showing that this exclusion is not relevant in the context of the Contract);
- 2.7 Having created false documents or committed misrepresentation in documentation requested by the Contracting Authority as part of the procurement process of the Contract.
3. We hereby certify that neither we, nor any of the members of our joint venture or any of our suppliers, contractors, subcontractors, consultants or subconsultants are in any of the following situations of conflict of interest:
 - 3.1 Being an affiliate controlled by the Contracting Authority or a shareholder controlling the Contracting Authority, unless the stemming conflict of interest has been brought to the attention of AFD and resolved to its satisfaction.
 - 3.2 Having a business or family relationship with a Contracting Authority's staff involved in the procurement process or the supervision of the resulting Contract, unless the stemming conflict of interest has been brought to the attention of AFD and resolved to its satisfaction;
 - 3.3 Being controlled by or controlling another bidder or consultant, or being under common control with another bidder or consultant, or receiving from or granting subsidies directly or indirectly to another bidder or consultant, having the same legal representative as another bidder or consultant, maintaining direct or indirect contacts with another bidder or consultant which allows us to have or give access to information contained in the respective applications, bids or proposals, influencing them or influencing decisions of the Contracting Authority;
 - 3.4 Being engaged in a consulting services activity, which, by its nature, may be in conflict with the assignments that we would carry out for the Contracting Authority;
 - 3.5 In the case of procurement of goods, works or plants:
 - a) Having prepared or having been associated with a consultant who prepared specifications, drawings, calculations and other documentation to be used in the procurement process of the Contract;
 - b) Having been recruited (or being proposed to be recruited) ourselves or any of our affiliates, to carry out works supervision or inspection for the Contract.
4. If we are a state-owned entity, and to compete in a procurement process, we certify that we have legal and financial autonomy and that we operate under commercial laws and regulations.
5. We undertake to bring to the attention of the Contracting Authority, which will inform AFD, any change in situation with regard to points 2 to 4 here above.
6. In the context of the procurement process and performance of the corresponding contract:
 - 6.1 We have not and we will not engage in any dishonest conduct (act or omission) deliberately intended to deceive others, to intentionally conceal items, to violate or vitiate someone's consent, to make them circumvent legal or regulatory requirements and/or to violate their internal rules in order to obtain illegitimate profit;
 - 6.2 We have not and we will not engage in any dishonest conduct (act or omission) contrary to our legal or regulatory obligations or our internal rules in order to obtain illegitimate profit;
 - 6.3 We have not promised, offered or given and we will not promise, offer or give, directly or indirectly to (i) any Person who holds a legislative, executive, administrative or judicial mandate within the State of the Contracting Authority regardless of whether that Person

was nominated or elected, regardless of the permanent or temporary, paid or unpaid nature of the position and regardless of the hierarchical level the Person occupies, (ii) any other Person who performs a public function, including for a State institution or a State-owned company, or who provides a public service, or (iii) any other person defined as a Public Officer by the national laws of the Contracting Authority's country, an undue advantage of any kind, for himself or for another Person or entity, for such Public Officer to act or refrain from acting in his official capacity;

- 6.4 We have not promised, offered or given and we will not promise, offer or give, directly or indirectly to any Person who occupies an executive position in a private sector entity or works for such an entity, regardless of the nature of his/her capacity, any undue advantage of any kind, for himself or another Person or entity for such Person to perform or refrain from performing any act in breach of its legal, contractual or professional obligations;
- 6.5 We have not and we will not engage in any practice likely to influence the contract award process to the detriment of the Contracting Authority and, in particular, in any anti-competitive practice having for object or for effect to prevent, restrict or distort competition, namely by limiting access to the market or the free exercise of competition by other undertakings;
- 6.6 Neither we nor any of the members of our joint venture or any of our suppliers, contractors, subcontractors, consultants or subconsultants shall acquire or supply any equipment nor operate in any sectors under an embargo of the United Nations, the European Union or France;
- 6.7 We commit ourselves to comply with and ensure that all of our suppliers, contractors, subcontractors, consultants or subconsultants comply with international environmental and labour standards, consistent with laws and regulations applicable in the country of implementation of the Contract, including the fundamental conventions of the International Labour Organisation (ILO) and international environmental treaties. Moreover, we shall implement environmental and social risks mitigation measures when specified in the environmental and social commitment plan (ESCP) provided by the Contracting Authority.
7. We, as well as members of our joint venture and our suppliers, contractors, subcontractors, consultants or subconsultants authorise AFD to inspect accounts, records and other documents relating to the procurement process and performance of the contract and to have them audited by auditors appointed by AFD.

Name: _____ In the capacity of: _____

Duly empowered to sign in the name and on behalf of¹: _____

Signature: _____ Dated: _____

¹ In case of joint venture, insert the name of the joint venture. The person who will sign the application, bid or proposal on behalf of the applicant, bidder or consultant shall attach a power of attorney from the applicant, bidder or consultant.

Form TECH-2: Technical Proposal

1. Consultant's Structure and Experience

[Provide here a brief description of the background and organization of your company, and - in case of a joint venture - of each member that will be participating in the Services, including an organizational chart, a list of board of directors, and beneficial ownership.]

2. Description of Approach, Methodology, and Work Plan in accordance with the Terms of Reference

a) Technical approach and methodology:

[Please explain your understanding of the objectives of the Services as outlined in the Terms of Reference (TORs), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s), and the degree of detail of such output. Include here your comments and suggestions on the TORs and comments on counterpart staff and facilities provided by the Client if any. Please do not repeat/copy the TORs in here.]

b) Work Plan

[Please outline the plan for the implementation of the main activities/tasks of the Services, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TORs and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work schedule form (form TECH-3) may be used for that purpose.]

3. Consultant's Organization and Staffing

[Please describe the structure and composition of your team, including a list of the Key Experts, Non-Key Experts and relevant technical and administrative support staff, and staffing for training, if the Terms of Reference specify training as a specific component of the Services. Experts' inputs should be specified and should be consistent with the proposed methodology and the TORs requirements. form TECH-4 may be used for that purpose. CVs of all experts shall be provided (form TECH-5 may be used for that purpose).]

Form TECH-3: Work schedule and planning for deliverables

(Indicative format)

Nr	Delivrables ¹ (D - __)	Weeks ²³											TOTAL
		1	2	3	4	5	6	7	8	9	...	n	
D - 1	<i>[e.g., Deliverable #1: Report A]</i>												
	1. Data collection												
	2. Drafting												
	3. Inception report												
	4. Incorporating comments												
	5. ...												
	6. Delivery of final report to Client												
	Etc.												
D - 2	<i>[e.g., Deliverable #2: _____]</i>												
	Etc.												
n													

¹ List the deliverables with the breakdown for activities required to produce them and other benchmarks such as the Client's approvals. For phased Services, indicate the activities, delivery of reports, and benchmarks separately for each phase.

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

³ Include a legend, if necessary, to help read the chart.

Form TECH-4: Team Composition, Assignment and Key Experts' Input

(Indicative format)

Nr	Name	Expert's Input (in person/day) per each Deliverable (listed in TECH-3)								Total Time Input (in Days)		
		Position	Location	D - 1	D - 2	D - 3		D - ____	Etc.	Home ¹	Field ²	Total
Key-experts³												
K-1	[e.g., Mr. Abbb]	[Team Leader]	[Home]	[2 days]	[1.0]	[1.0]						
			[Field]	[0,5 d.]	[2.5]	[0]						
K-2												
K-3												
...												
Subtotal												
Non key-experts												
N-1			[Home]									
			[Field]									
N-2												
...												
Subtotal												
TOTAL												

¹ "Home" means work in the office in the expert's country of residence.

² "Field" work means work carried out in the Client's country or any other country outside the expert's country of residence.

³ For Key Experts, the input should be indicated individually for the same positions as required under the Data Sheet ITC 21.1: Full time input / Part time input

Form TECH–5: Curriculum Vitae (CV)

(Indicative format)

Position Title and No.: [e.g., K-1, Team Leader]
Name of Expert: [insert full name]
Date of Birth: [day/month/year]
Country of Citizenship/Residence: [insert country]

Education: [List college/university or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained.]

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

Period	Employing organization and your title/position. Contact information for references	Country	Summary of activities performed relevant to the Services
[e.g., May 2015 – present]	[e.g. Ministry of _____, advisor/consultant to _____ For references: phone _____ / email _____, Mr. Bbbbbb, deputy minister]		

Membership in Professional Associations and Publications: _____

Language Skills (indicate only languages in which you can work): _____

Adequacy for the Services:

Detailed Tasks Assigned to Consultant's Team of Experts	Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks
[List all deliverables/tasks as in TECH-3 in which the Expert will be involved]	

Expert's contact information: *[email: _____, phone: _____]*

Certification:

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

[day/month/year]

Name of Expert

Signature

Date

[day/month/year]

Name of authorized Representative of the Consultant
[the same who signs the Proposal]

Signature

Date

SECTION IV: FINANCIAL PROPOSAL – STANDARD FORMS

Form FIN-1: Financial Proposal submission form

(Text not to be modified)

[Location, Date]

To : Directeur Exécutif de l'ARAA
Agence Régionale pour l'Agriculture et l'Alimentation (ARAA/CEDEAO)
83 rue de la Pâtur, Super Taco
Lomé, TOGO

Dear Sirs,

We, the undersigned, offer to provide the Services for *[Insert title of Services]* in accordance with your Request for Proposal dated *[Insert Date]* and our technical Proposal.

Our attached financial Proposal is for the amount of *[Indicate amount(s) in words and figures for each currency(ies)]*, excluding taxes, duties and fees as per Sub-Clause 16.3 of the Data Sheet.

Our financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Sub-Clause 12.1 of the Data Sheet.

We understand you reserve the right to annul the process and reject all Proposals at any time prior to Contract award.

We remain,

Yours sincerely,

Authorized Signature: _____ *[In full and initials]*

Name and Title of Signatory: _____

In the capacity of: _____

Address: _____

Email: _____

[For a Joint Venture, either all members shall sign or only the lead member/consultant, in which case the power of attorney to sign on behalf of all members shall be attached.]

Form FIN-2: Summary of Costs

Item	Cost ⁸	
	EURO	XOF
CONSULTANCY SERVICES : progressive lump-sum payments		
– Activity 1 (deliverable 1)		
– Activity 2 (deliverable 2)		
– ...		
–		
Subtotal CONSULTANCY (excluding taxes)		
SECURITY MEASURES⁹ : payment of (reimbursable) expenses on presentation of supporting documents		
– Measure 1		
– Measure 2		
– ...		
–		
Subtotal SECURITY (excluding taxes)		
TOTAL COST OF THE FINANCIAL PROPOSAL EXCLUDING TAXES		

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

⁸ The Consultant must indicate the price offered in accordance with Article 16.4 of the Specific Data

⁹ The prices include all the activities and measures defined in Article 4 of the security terms of reference and correspond to the additional costs compared to a situation without security risk. A breakdown of the price relating to the security measures will be included in the Proposal.

Form FIN-3: Breakdown of remuneration

NB : • For lump sum Contracts, the data provided in this form will not be used for the payment of the Services, but, if needed, to define payments to the Consultant for additional services requested by the Client. The format of this form is indicative.

A. Rémunération :						
Nr.	Name	Position (as in TECH-4)	Person/Day Remuneration Excluding taxes ¹	Time Input in Person/Day (from TECH 4)	EURO	XOF
	Key-Experts					
K-1			[Home]			
			[Field]			
K-2						
K-3						
	Non Key-Experts					
N-1			[Home]			
			[Field]			
N-2						

TOTAL COST EXCLUDING TAXES						

¹ Unlike short-term experts who will be calculated in Expert/Day, long term Experts will be calculated in Expert/Month.

Form FIN-4: Breakdown of other expenses

NB : For lump-sum Contracts, the data provided in this form will not be used for the payment of the Services, except in the case of reimbursable expenses (see column "Unit Cost").

B. Other expenses :							
Nr.	Type of expenses	Unit	Unit Cost	Unit Cost excluding taxes	Quantity	EURO	XOF
CONSULTANCY SERVICES			LUMP-SUM				
	Per diem allowances	Day	Lump-Sum				
	International flights	Ticket	Lump-Sum				
	In/out airport transportation	Trip	Lump-Sum				
	Communication costs	Month	Lump-Sum				
	Reproduction of reports	1	Lump-Sum				
	...						
Subtotal « Other expenses » - CONSULTANCY							
SECURITY MEASURES			REIMBURSABLES				
	...		Reimbursables				
	...		Reimbursables				
	...						
Subtotal « Other expenses » - SECURITY MEASURES							
TOTAL COST EXCLUDING TAXES							

SECTION V – ELIGIBILITY CRITERIA

Eligibility in AFD-Financed Procurement

1. Financing allocated by AFD to a Contracting Authority has been entirely untied since 1st January 2002. To the exception of any equipment or any sector which is subject to an embargo by the United Nations, the European Union or France, all goods, works, plants, consulting services and non-consulting services are eligible for AFD financing regardless of the country of origin of the supplier, contractor, subcontractor, consultant or subconsultant inputs or resources used in the implementation processes. The Contracting Authority means the Purchaser, the Employer, the Client, as the case may be, for the procurement of goods, works, plants, consulting services or non-consulting services.
2. Natural or legal Persons¹ (including all members of a joint venture or any of their suppliers, contractors, subcontractors, consultants or subconsultants) shall not be awarded an AFD-financed contract if, on the date of submission of an application, a bid or a proposal, or on the date of award of a contract, they:
 - 2.1 Are bankrupt or being wound up or ceasing their activities, are having their activities administered by the courts, have entered into receivership, or are in any analogous situation arising from a similar procedure;
 - 2.2 Have been:
 - a) convicted, within the past five years by a court decision, which has the force of res judicata in the country where the contract is implemented, of fraud, corruption or of any other offense committed during a procurement process or performance of a contract, unless they provide supporting information together with their Statement of Integrity (Form available as Appendix to the Application, Bid or Proposal Submission Form) which shows that this conviction is not relevant in the context of the Contract;
 - b) subject to an administrative sanction within the past five years by the European Union or by the competent authorities of the country where they are constituted, for fraud, corruption or for any other offense committed during a procurement process or performance of a contract, unless they provide supporting information together with their Statement of Integrity (Form available as Appendix to the Application, Bid or Proposal Submission Form) which shows that this sanction is not relevant in the context of the Contract;
 - c) convicted, within the past five years by a court decision, which has the force of res judicata, of fraud, corruption or of any other offense committed during the procurement process or performance of an AFD-financed contract;
 - 2.3 Are listed for financial sanctions by the United Nations, the European Union and/or France for the purposes of fight-against-terrorist financing or threat to international peace and security;

¹ Means any Person whether natural or legal, firm, company, corporation, government, state or state agency or any association, or group of two or more of the foregoing (whether or not having separate legal status).

- 2.4 Have been subject within the past five years to a contract termination fully settled against them for significant or persistent failure to comply with their contractual obligations during contract performance, unless this termination was challenged and dispute resolution is still pending or has not confirmed a full settlement against them;
 - 2.5 Have not fulfilled their fiscal obligations regarding payments of taxes in accordance with the legal provisions of either the country where they are constituted or the Contracting Authority's country;
 - 2.6 Are subject to an exclusion decision of the World Bank and are listed on the website <http://www.worldbank.org/debarr>, unless they provide supporting information together with their Statement of Integrity (Form available as Appendix to the Application, Bid or Proposal Submission Form) which shows that this exclusion is not relevant in the context of the Contract;
 - 2.7 Have created false documents or committed misrepresentation in documentation requested by the Contracting Authority as part of the procurement process of the Contract.
3. State-owned entities may compete only if they can establish that they (i) are legally and financially autonomous, and (ii) operate under commercial law. To be eligible, a state-owned entity shall establish to AFD's satisfaction, through all relevant documents, including its Charter and other information AFD may request, that it: (i) is a legal entity separate from their state (ii) does not currently receive substantial subsidies or budget support; (iii) operates like any commercial enterprise, and, inter alia, is not obliged to pass on its surplus to their state, can acquire rights and liabilities, borrow funds and be liable for repayment of its debts, and can be declared bankrupt.

SECTION VI – AFD POLICY – CORRUPT AND FRAUDULENT PRACTICES – ENVIRONMENTAL AND SOCIAL RESPONSIBILITY

1. Corrupt and Fraudulent Practices

The Contracting Authority and the suppliers, contractors, subcontractors, consultants or subconsultants must observe the highest standard of ethics during the procurement process and performance of the contract. The Contracting Authority means the Purchaser, the Employer, the Client, as the case may be, for the procurement of goods, works, plants, consulting services or non-consulting services.

By signing the Statement of Integrity the suppliers, contractors, subcontractors, consultants or subconsultants declare that (i) “it did not engage in any practice likely to influence the contract award process to the Contracting Authority’s detriment, and that it did not and will not get involved in any anti-competitive practice”, and that (ii) “the procurement process and the performance of the contract did not and shall not give rise to any act of corruption or fraud”.

Moreover, AFD requires including in the Procurement Documents and AFD-financed contracts a provision requiring that suppliers, contractors, subcontractors, consultants or subconsultants will permit AFD to inspect their accounts and records relating to the procurement process and performance of the AFD-financed contract, and to have them audited by auditors appointed by AFD.

AFD reserves the right to take any action it deems appropriate to check that these ethics rules are observed and reserves, in particular, the rights to:

- a) Reject a proposal for a contract award if it is established that during the selection process the bidder or consultant that is recommended for the award has been convicted of corruption, directly or by means of an agent, or has engaged in fraud or anti-competitive practices in view of being awarded the Contract;
- b) Declare misprocurement when it is established that, at any time, the Contracting Authority, the suppliers, contractors, subcontractors, consultants or subconsultants their representatives have engaged in acts of corruption, fraud or anti-competitive practices during the procurement process or performance of the contract without the Contracting Authority having taken appropriate action in due time satisfactory to AFD to remedy the situation, including by failing to inform AFD at the time they knew of such practices.

AFD defines, for the purposes of this provision, the terms set forth below as follows:

- a) Corruption of a Public Officer means:
 - The act of promising, offering or giving to a Public Officer, directly or indirectly, an undue advantage of any kind for himself or for another Person¹ or entity, for such Public Officer to act or refrain from acting in his official capacity; or
 - The act by which a Public Officer solicits or accepts, directly or indirectly, an undue advantage of any kind for himself or for another Person or entity, for such Public Officer to act or refrain from acting in his official capacity.
- b) A Public Officer shall be construed as meaning:

¹ Means any Person whether natural or legal, firm, company, corporation, government, state or state agency or any association, or group of two or more of the foregoing (whether or not having separate legal status).

- Any person who holds a legislative, executive, administrative or judicial mandate (within the country of the Contracting Authority) regardless of whether that natural Person was nominated or elected, regardless of the permanent or temporary, paid or unpaid nature of the position and regardless of the hierarchical level the natural Person occupies;
 - Any other natural Person who performs a public function, including for a State institution or a State-owned company, or who provides a public service;
 - Any other natural Person defined as a Public Officer by the national laws of the country of the Contracting Authority.
- c) Corruption of a Private Person² means:
- The act of promising, offering or giving to any Private Person, directly or indirectly, an undue advantage of any kind for himself or for another Person or entity, for such Private Person to perform or refrain from performing any act in breach of its legal, contractual or professional obligations; or;
 - The act by which any Private Person solicits or accepts, directly or indirectly, an undue advantage of any kind for himself or for another Person or entity, for such Private Person to perform or refrain from performing any act in breach of its legal, contractual or professional obligations.
- d) Fraud means any dishonest conduct (act or omission), whether or not it constitutes a criminal offence, deliberately intended to deceive others, to intentionally conceal items, to violate or vitiate consent, to circumvent legal or regulatory requirements and/or to violate internal rules in order to obtain illegitimate profit.
- e) Anti-competitive practices mean:
- Any concerted or implied practices which have as their object or effect the prevention, restriction or distortion of competition within a marketplace, especially where they (i) limit access to the marketplace or free exercise of competition by other undertakings, (ii) prevent free, competition-driven price determination by artificially causing price increases or decreases, (iii) restrict or control production, markets, investments or technical progress; or (iv) divide up market shares or sources of supply;
 - Any abuse by one undertaking or a group of undertakings which hold a dominant position on an internal market or on a substantial part of it;
 - Any practice whereby prices are quoted or set unreasonably low, the object of which is to eliminate an undertaking or any of its products from a market or to prevent it from entering the market.

2. Environmental and Social Responsibility

In order to promote sustainable development, AFD seeks to ensure that internationally recognised environmental and social standards are complied with. Suppliers, contractors, subcontractors, consultants or subconsultants for AFD-financed contracts shall consequently undertake in the Statement of Integrity to:

- a) Comply with and ensure that all their subcontractors or subconsultants comply with international environmental and labour standards, consistent with applicable law and regulations in the country of implementation of the contract, including the fundamental conventions of the International Labour Organisation (ILO) and international environmental treaties;
- b) Implement environmental and social risks mitigation measures when specified in the environmental and social management plan (ESMP) provided by the Contracting Authority.

² Means any natural Person other than a Public Officer.

SECTION VII – TERMS OF REFERENCE

Technical Terms of Reference

1 Presentation of the PAE, Agroecology Program

1.1 The Agroecology Program in West Africa

Faced with the four major challenges that are: (i) climate change and variability, (ii) food and nutrition security, (iii) the improvement of agri-sylvo-pastoral and halieutic incomes (ASPH), and (iv) the transformation of conventional agriculture which degrades the soil, pollutes the environment, destroys traditional local know-how and worsens the climate crisis, ECOWAS has launched a Regional Agroecology Program (PAE) covering its 15 member states which aims at the "Promotion and dissemination of agroecology and ecologically intensive agriculture for the resilience of populations to food insecurity and climate change in West Africa". To operationalize this program, 2 projects are already underway :

- ✎ The **Project to support the Agroecological Transition (PATAE)** in West Africa funded by the French Development Agency (AFD) for a total amount of 8 million Euros, was launched in 2017. Through a call for proposals, PATAE has been supporting 15 field pilot projects since 2019 in five countries : Burkina Faso, Côte d'Ivoire, Mali, Senegal, and Togo.
- ✎ The **Project to support the Dissemination and Implementation of Good Practices for Sustainable Agricultural Intensification (PAIAD)** adapted to the production methods of small producers in priority strategic commodities (rice, maize, cassava, millet/sorghum) in West Africa, a project financed by the European Union for a total amount of 8.2 million Euros. The PAIAD was launched in 2020 and reinforces the PATAE.

The program is managed by ECOWAS, through the Regional Agency for Agriculture and Food (ARAA). It is coordinated on behalf of ARAA by a Program Coordination Unit (UCP) in Lomé set up by the AVSF-IRAM-INADES consortium, which provides technical assistance to the program.

To achieve its objectives, the program is structured around four operational components and a coordination component.

The first component (hereinafter referred to as « **Component ATA¹⁴** ») is focused on promoting action research initiatives for sustainable agricultural intensification and agroecological transition. For the implementation of this component, local initiatives are supported by ECOWAS to support farmers' collectives and rural communities towards agro-ecological intensification.

The second component (hereinafter referred to as « **Component FRC¹⁵** ») aims to contribute to agricultural training and capacity building for sustainable agricultural intensification and the promotion of agroecology. Through this component, knowledge on techniques and good practices of sustainable agricultural intensification and ecologically intensive agriculture are promoted in the training systems of the actors of the agricultural sectors.

¹⁴ Support for the agroecological transition for local actors

¹⁵ Agricultural training and capacity building for sustainable agricultural intensification and promotion of agroecology

The third component (hereinafter referred to as « **Component ACV¹⁶** ») is intended to contribute to the advisory support and extension of technological innovations for sustainable agricultural intensification. Through this component, technological innovations for sustainable agricultural intensification adapted to the modes of production of small producers (and in particular the achievements and recommendations of research and those resulting from the implementation of field projects supported within the framework of the Program) are popularized among the actors of the strategic priority sectors, in particular rice, maize, cassava, millet and sorghum.

The fourth component (hereinafter referred to as « **Component ECP¹⁷** ») aims to facilitate exchanges, communicate, and capitalize on the achievements of field projects and partnerships between farmers' organizations, research centers and training centers, and to contribute to the development of public policies in favor of agroecology. Through this component, experiences on sustainable agricultural intensification and ecologically intensive agriculture are debated, capitalized, integrated and promoted in agricultural policies, notably PRIASAN and PNIASAN. The results of successful initiatives, lessons learned and their evaluation in order to establish favorable conditions for private investment in ecologically intensive and economically sustainable agriculture are disseminated, communicated and the visibility of actions fully ensured.

The fifth component (hereinafter referred to as « **component CG¹⁸** ») concerns the coordination, management, audit and evaluation of the Program.

The general objective of the program is to improve the performance of family farms for food security, increased income and better resilience to climate change while promoting processes of preservation and restoration of the state of cultivated and natural ecosystems. (bge »

More specifically, it is about (i) to support the agroecological transition in West Africa; (ii) to promote the emergence, adoption and dissemination of ecologically intensive agricultural practices on family farms, and (iii) to promote management and organizational methods that encourage this adoption through the different axes defined above. The main actions undertaken for each of the six axes are summarized in the table below. The overall Program, initiated in 2018 and completed in 2020, will be implemented through 2024.

This study is part of Component 4 « *Exchanges, capitalization and contribution to the elaboration of public policies of agroecological intensification* » and aims more specifically at analyzing financing instruments and mechanisms to support producers in the agroecological transition and sustainable intensification of their production system.

At the end of the study, the UCP and ARAA-ECOWAS will have the necessary elements – Analysis-diagnosis of the situation and network of contacts in the Member States – in order to deepen the possibilities of leverage effects that ECOWAS, via the regional fund, can act in connection with the aims of the agroecology program.

1.2 The assumptions underlying the study

The different « worlds » of agroecology

Under the terminology of agroecological transition and sustainable agricultural intensification, a set of very different, if not antagonistic, visions, objectives and systems coexist. While all of them claim to be in transition, or to be breaking away from the standard evolutions of agricultural development inherited

¹⁶ Support, advisory and vulgarization of technological innovations for sustainable agricultural intensification and adapted to the modes of production of small producers

¹⁷ Exchanges, capitalization and contribution to the elaboration of public policies of agroecological intensification

¹⁸ Program Coordination and Management

from the Green Revolution and its "vulgarization", the forms of this transition can be very different¹⁹. For example, a technology-focused agroecology will be limited to the choice of production factors²⁰ without affecting the organization of the production system, whereas, on the contrary, an agro-ecology that integrates social and environmental objectives will subordinate the question of factors to the aims of agricultural production, and even to that of its insertion in a sustainable food system. Several principles attempt to specify how sustainable agricultural intensification practices optimize the mobilization of ecological processes in agricultural and livestock production (crop association and rotation, cover crops, cereal-legume alternation, combination-integration between crops, livestock and arboriculture, etc.) and thus contribute to reducing the vulnerability and strengthening the resilience of agricultural producers, particularly in the face of climate change, while conserving natural resources.

Upstream of production, and the question is being debated in West Africa²¹, Sustainable agricultural intensification practices do not necessarily completely exclude the use of improved seeds or synthetic inputs from the Green Revolution (mineral fertilizers, pesticides). Certain practices can contribute to the restoration of deficient soils, while certain inputs, limited to existing registered products that are not harmful to health, can compensate for the lack of reliable alternative practices available to farmers.

Agroecological transitions aim, beyond agricultural and livestock practices, to support changes in production systems on the scale of the territory and ecosystems as well as, with the objective of food and nutritional security, to act on the organization of supply chains and markets downstream from production (short circuits, etc.). With this approach, the ECOWAS agroecology program aims not only to support the adoption of sustainable agricultural practices on family farms, which are in the majority in the subregion, but also to strengthen management and organization methods that facilitate the adoption process of these innovations.

The development of agroecology in West Africa, potential and leverage through financing

At this stage, there is no exhaustive inventory of agroecological practices in West Africa to build, by selecting the experiences to be documented, the sampling approach on which to base this study. On the other hand, there are a number of elements to be considered that can support the iterative approach adopted in the terms of reference. Without being exhaustive, we can cite, among other examples, the following experiences.

A project to capitalize on the experiences of stakeholders for the development of resilient agroecological techniques in West Africa (CALAO²²) was implemented in 2017 with the support of the ECOWAS PASANAO (Project to support Food Security in West Africa). This project involved a range of civil society organizations and academic and research institutions in the framework of the Working Group on Agroecological Transitions (GTAE²³). Focused on the evaluation of socio-economic and agro-environmental effects, the project has allowed the analysis of the factors favouring and limiting the development of agroecology and has highlighted the potential of agroecology for agricultural production, economic and social development (employment, generation of wealth and income), food and nutritional security and the regeneration of degraded ecosystems. Among the conditions for economic development, he emphasizes the importance of financing mechanisms for investments (manure pits, carts, animal traction tools, etc.) as well as specific inputs (livestock, seeds and seedlings, or stone for the stone cordons). The external financing needed at the producer level can be provided in

¹⁹ Doré T. & Bellon S., 2019, Les mondes de l'agroécologie, Versailles, Editions Quae.

²⁰ Precision equipment or drip systems in irrigated agriculture for example.

²¹ These issues are also being addressed at the global level, see Committee on World Food Security, 2019, Agroecological and other innovative approaches to sustainable agriculture and food systems to improve food security and nutrition, HLPE report n014, www.fao.org/cfs/cfs-hlpe/fr.

²² <https://www.avsf.org/fr/posts/2213/full/le-projet-calao-evaluer-les-performances-de-l-agroecologie-en-afrique-de-l-ouest>.

²³ <https://www.cariassociation.org/Actualites/Qu-est-ce-que-le-GTAE>.

the form of loans or subsidies, but can also be integrated into the chain or marketing mechanisms (contractualization, labeling or short circuits).

The IPES-Food expert group coordinated a study on agroecology in West Africa in 2020²⁴. Among the obstacles to the change of scale of agroecological systems, the study lists financing as the first obstacle encountered. While the majority of public and private investments are directed towards export agriculture, high value-added sectors and agropoles, private, mixed or public financing schemes encouraging access by family farmers, in particular women, to access the credits necessary for the sustainable transition of their production systems. Nevertheless, some initiatives aimed at strengthening financing for sustainable agriculture have been identified, such as refinancing mechanisms at very competitive rates to support agricultural loans from private banks (Nigeria, Liberia, Ghana) or the development of financial services for small farmers in order to strengthen their self-financing (microcredit, community-managed savings, digital finance, medium and long-term loans, etc.). Following this study, an initiative led by producers' organizations, notably ROPPA²⁵, is organizing an alliance for agroecology in West Africa (3AO). It is working on listing some fifty initiatives and developing a directory of producer organizations involved in agroecology.

Finally, the collective action of farmers and breeders, which is often essential to the organization of agro-ecological transition systems, can also be the subject of appropriate financial support²⁶. It can be part of a balanced contractualization with downstream companies looking for certified products (pre-financing), based on balanced partnerships between producer organizations and financial institutions (medium-term credit in Mali and Burkina Faso within the framework of Agri+²⁷) or it can support new marketing mechanisms that bring farmers and consumers together around quality products (AMAP-Bénin²⁸).

The scope of the financing mechanisms to be covered

From these few examples, it appears that the field of financing mechanisms to support the agro-ecological transition and the sustainable intensification of agricultural and livestock production systems is particularly broad and complex. The previous illustrations help to clarify the focus of the study and to position it in relation to its objectives.

Although the issues of knowledge and experience sharing are central to the processes of agro-ecological transition, they fall under other financing mechanisms not addressed by this study. These include, for example: diagnostics on local practices and endogenous knowledge; research on biological, biophysical and ecological processes and research and development in the farming environment; experimentation and exchange networks between farmers and livestock breeders; initial and ongoing professional agricultural training; agricultural council and vulgarization systems; information for the public on ecological services resulting from agricultural and livestock breeding practices; sharing of good practices or promotion to consumers, etc.

The mechanisms targeted by the study relate, in general, to the financing of investment and the production cycle of farms as well as the economic services of their organizations (supply, provision of common services and equipment, post-harvest collection and processing, marketing of agricultural and livestock products, etc). These mechanisms can be grouped into two main "families" of systems, even if

²⁴ IPES-Food, 2020, Added value(s) of agroecology: unlocking the potential for transition in West Africa, www.ipes-food.org.

²⁵ <https://roppa-afrique.org/spip.php?article552>.

²⁶ Often accompanied by training and capacity building actions related to the dissemination of agroecological practices and the acquisition of knowledge necessary for its implementation by farmers and breeders.

²⁷ <https://www.agriplus.lu/>

²⁸ <https://www.alimentterre.org/l-amap-benin-change-d-echelle>.

they are themselves very diversified²⁹. The first approach is backed by financial institutions to facilitate access by farmers and their organizations to a wide range of financial services. It is more generally related to financial inclusion policies and their agricultural and rural component. The second is linked to agricultural sectors or "value chains" and structures financing throughout the sector by combining financing mechanisms with supply, consulting or marketing activities. In the particular case of the agro-ecological transition, it will be a question of specifying how these two approaches are declined to target funding on sustainable intensification practices as well as the farmers and breeders who implement them in their farming system. In this respect, the first approach, based on financial institutions, can be part of a broader system, linked to a public policy that aims to promote this type of practice and supports it with a policy of encouragement in various forms (loan subsidies, co-financing of part of the investment, parallel provision of advisory and technical-economic support services to producers, etc.). In this case, the analysis will focus on the entire system that combines public and private financing and that can be found under different names. It should be noted that some of these policies may include agro-ecology as a means to achieve broader goals related to the expected impact of agro-ecological practices, for example, resilience to crises (food, for example) or adaptation to climate change. They therefore allow for the development of incentive-based financial instruments, conditional on these practices (cash transfers, payment for environmental services, etc.), and linked to international refinancing possibilities (e.g. Green Climate Fund). In the case of sector finance, it is mainly a matter of looking at the evaluation and monitoring system for the agroecological practices promoted and, in addition to the financial services provided, to look more closely at the methods that encourage producers to adopt these practices. This may involve, for example, a segmentation of marketing channels (short circuits allowing for more direct relations between producers and consumers) or specifications giving rise to a label recognized by the market through a higher selling price and, as a result, better remuneration for producers.

Finally, the study aims to support ECOWAS and the Regional Agriculture and Food Fund (FRAA) as a relay or lever for the facilitation and access to available funds as well as to define the possibilities of broadening the base of existing financing instruments, including the West African Initiative for Climate Smart Agriculture (WAICSA) developed by ECOWAS, which is an innovative financing mechanism integrated with the FRAA aimed at increasing the adoption of AIC practices by small-scale producers.

The aim is therefore to analyze mechanisms that have reached a certain critical size or have the prospect of changing scale ³⁰ through private institutions (banks or microfinance institutions, upstream and downstream companies) or financing mechanisms set up by member states to finance the agro-ecological transition and the sustainable intensification of agricultural and livestock practices on their national territory³¹.

In the latter case, the expected leverage effect of national financing or co-financing mechanisms provided by producers, their organizations or their intermediaries (companies upstream and downstream of the sectors, financial institutions) must be specified, particularly if the latter have access to international refinancing by themselves³².

²⁹ See Doligez F. Lemelle J.P., Lapenu C. & Wampfler B., 2008, « Financing agricultural and rural transitions », in *Défis agricoles africains*, Paris, AFD-Karthala.

³⁰ Because of the expected transaction costs of operating the FRAA.

³¹ Application of the principle of subsidiarity.

³² For example, as partners of donors or impact investment funds or as institutions accredited by the Green Fund or other international funds such as the Global Environment Facility.

2 Contents and organization of the study

2.1 Objectives and expected results

The study combines two complementary objectives. These are :

- On the one hand, to make an inventory of the systems developing financing mechanisms for the agro-ecological transition and sustainable intensification of agriculture and livestock in West Africa, to map them and to analyze them in light of the preceding hypotheses;
- On the other hand, to select, with the client, a sample of schemes in order to carry out a more in-depth analysis and to specify its potential and the challenges to be met, with a view to coupling it with ECOWAS refinancing.

Generally speaking, the expected information concerns among others,

- Identification of types and instruments of financing and mechanisms for accessing existing funds;
- Existing sources of funding (private, public, institutional, etc.) for the promotion of agroecology and sustainable agriculture;
- The characteristics of financing needs according to the types of producers, agropastoralists, agro-breeders, livestock breeders, young entrepreneurs, particularly those who have graduated from agricultural schools and training centers, and other economic operators who are involved or wish to become involved in agroecology and sustainable agricultural intensification;
- An in-depth analysis of financing instruments and mechanisms;
- A clear definition of the opportunities or facilities presented by each funding source;
- A precise description of the methods for accessing available funds and an analysis of their suitability according to the characteristics of each type of actor;
- A clear and precise definition of the constraints related to accessing the funds that may be made available and the means to address them;
- Mechanisms and means of disseminating the financing opportunities available to the various actors.

At the end of the study, its deliverable should clearly present:

- Existing types and mechanisms of financing, instruments and modalities of access to available funds;
- A SWOT analysis of funding mechanisms in relation to demand;
- Support mechanisms by categories or types of actors;
- The role and contribution of ECOWAS through the regional fund in facilitating and accessing available funds;
- The mechanism for disseminating opportunities to stakeholders, including private investors interested in supporting the agroecological transition in the region.

2.2 General organization of the study

The study will be organized in four main phases:

- **The scoping** phase aims to broaden the information base of the study through further reading and research on the internet. The results will be presented to the Technical Monitoring Committee of the study by videoconference and a start-up note will summarize, in addition to the initial technical proposal, all these elements.

- **The inventory phase** will take up and develop a succinct analysis grid that will make it possible to specify and organize the information on the devices identified (see above). It will be based on the constitution of a team of national consultants to cover all 15 ECOWAS countries and to collect the necessary information through visits and interviews. Each country study will result in a country note. The entire inventory at the sub-regional level will be analyzed in a comprehensive manner. A report will present the entire inventory and its analysis and will propose a sample of case studies for further study. All of this will be discussed at a Technical Committee meeting to monitor the study and to decide on the organization and progress of the next phase.
- **The case study phase** will be limited to a sample of experiences that can be estimated at between 15 and 25 in a limited number of countries in the sub-region. After establishing an appropriate analysis grid, it will analyze each case study in depth through field visits, interviews and additional reading. A country report will present the overall situation and will summarize the analysis of each of the experiences studied. All of this will be discussed at a meeting of the Technical Monitoring Committee, which will decide on the organization and progress of the next phase.
- **The final synthesis phase** will aim to develop an overall analysis of both the inventory and the case studies in order to develop the main elements of a regional strategy to support financing mechanisms for the agroecological transition. The analysis will be developed in a draft summary report that will be presented and discussed at an expanded technical committee for the monitoring of the study involving ECOWAS officials, country representatives and potential partners in the form of a workshop. The full final report will include the synthesis from the workshop and will be supplemented with the orientations discussed there.

Operationally and practically, and in countries of the sub-region where internal travel is limited due to the COVID 19 pandemic, the inventory phase could be conducted remotely via remote interviews, questionnaires and desk work. Nevertheless, whenever possible, it is recommended that national experts be used for both the inventory and the case studies. The case study phase necessarily requires visits to the institutions and facilities selected for in-depth analysis. This can be done by national experts proposed by the consultant, on the basis of a single analysis grid defined for the 15 countries. Similarly, meetings with the Technical Monitoring Committee can be organized both in person and by videoconference. However, it is strongly recommended that one of the two consultants attend the technical committee meeting at the end of the case study phase and that the two key experts attend the final workshop. The number and profiles (CVs) of all the experts mobilized, both national and international, as well as the overall coherence of the proposed system on the basis of these general elements will be evaluated by the sponsor of the study and any subsequent modification will be subject to a no-objection agreement.

2.3 Methodological elements to be further developed in the technical proposal

The technical proposal must develop a proposal for a method that includes, but is not limited to, the following elements:

- Knowing that there are many reference systems for evaluating agroecological practices, the evaluation grid for agroecological practices that will be used as a basis for the study must be specified. The information to be collected on the experiments and mechanisms analyzed must be specified at each stage, as well as the corresponding collection methods.
- The analysis grid for financing instruments and mechanisms will also have to be defined on the basis of the tools and information available, and the methods of collection will themselves be specified

- The criteria that will be defined for both the country inventory and the selection of case studies will be specified and, if necessary, readjusted at each stage based on exchanges with the study's technical monitoring committee. The sources of information (internet, bibliography) and the list of resource persons to be targeted for the interviews will also be specified.
- The analysis of the ECOWAS strategy and the definition of the role and contribution of the Regional Fund as a lever for facilitating and accessing available funds will be supported by an analytical framework that will need to be specified, whether in terms of partnerships to be established with banking institutions or relays to be structured with respect to development agencies and international funds (e.g. the Green Climate Fund or the Global Environment Facility).

2.4 Expected Deliverables and Study Schedule

Phase	Deliverables
Scoping J = Signature of the contract J+10	i. Start-up report with: a. The documentary base of the study and the list of sources to consult (internet) - b. c. The proposed organization of the study and, in particular, the conduct of the inventory phase (presentation of the team, list of sources of information, persons or institutions to be interviewed, interview and analysis grid, etc.) d. The minutes of the discussions with the Technical Monitoring Committee The Inception Report will be prepared in draft form prior to the Technical Monitoring Committee and corrected and completed for final editing after the Technical Monitoring Committee meeting.
Inventory J+60	ii. Inventory report, including : a. An analytical summary b. The analytical synthesis of the experiences identified, repositioning it in the country context, presenting the actors involved and describing the financing mechanisms and instruments; the level of response to the financing needs of farmers and breeders as well as the constraints to improve it c. The proposed sample for the case studies and the criteria that led to its selection d. The organization and conduct of the case study phase (presentation of experts, list of sources of information, persons or institutions to be interviewed, interview and analysis grid, etc.) e. The minutes of the discussions with the Technical Monitoring Committee Among the annexes to the report, a database of the mechanisms and systems inventoried (with main characteristics and contact information) will be compiled. . The report will be made available in provisional form before the Technical Monitoring Committee and corrected and completed to be published in final form after the latter has been held.
Case study J+120	iii. Case study report, including: a. An analytical summary b. The presentation of the analysis grid and a synthesis of the in-depth case studies by placing them in the different contexts analyzed in order to draw initial cross-cutting conclusions concerning the actors involved,

	the financing mechanisms and instruments as well as the level of response to the financing needs of producers in terms of agroecological practices and systems c. Backed by the previous synthesis, the report will outline a strategic reasoning about the role and contributions to be deepened at the ECOWAS level based on the constraints and prospects of identified partnerships. d. Additional reports presenting the situation in each country studied (between 3 and 5). Each of them will present, in the form of fact sheets, an in-depth analysis of the mechanisms and systems studied. e. The organization and progress of the synthesis phase (in particular the architecture of the synthesis workshop: participants, content, progress, program) f. The minutes of the discussions with the Technical Monitoring Committee The report will be made available in provisional form before the Technical Monitoring Committee and corrected and completed to be published in final form after the latter has been held.
Synthesis J+150	iv. Synthesis report, including: a. An analytical summary b. The enriched version of the regional synthesis following the workshop c. A strategy note on the positioning of ECOWAS discussed at the workshop d. Conclusions and recommendations for the continuation of the process and, in particular, the mechanism to be established to mobilize stakeholders and partners willing to invest in and support the agro-ecological transition in the sub-region. The summary report will be prepared in draft form as a preparatory document for the workshop and will be published in final form after the workshop

All deliverables will be sent by email to the ARAA's Executive Director, Email : osalifou@araa.org with copy to :

- Mr. Borgui YERIMA, Regional Coordinator of the Agroecology Program: byerima@araa.org ;
- Ms Gloria AKPOTO-KOUGBLENOU, Bilingual French-English secretary of the Agroecology Program: gakpotok@araa.org ;
- Mr. Alphonse SIMBA, Training Manager of the Agroecology Program: asimba@araa.org ; and
- Ms Gabrielle HUMBERT-FAL, Monitoring and Evaluation Officer of the Agroecology Program: ghumbert@araa.org.

3 Team composition and qualifications required for key personnel

The Consultant will provide ECOWAS with a team consisting of at least one international mission leader (K-1 Expert) and one national key expert (K-2 Expert). The other national experts to be mobilized are not considered as "key" (amendment not required in case of replacement). Nevertheless, the consultant is requested to submit an initial list and the profiles (CVs) of the experts approached with the agreement of commitment and, in the event of modification of the mechanism (according, for example, to the list of countries retained for the case studies) or of unavailability and request for replacement of an expert, to submit any change of CV to the non-objection of ECOWAS

The total cumulative time for the study is estimated at approximately 150 expert days.

3.1 Head of Mission –K-1 Expert

General qualification	✎ Level of studies BAC+5 at least in agronomy, agro-economy, ecology or equivalent ✎ At least ten (10) years of experience in the field of agricultural finance ✎ 3 required experiments conducted on the analysis or evaluation of financing mechanisms and instruments related to agroecology
Relevance to the project	✎ At least 3 experiences related to financing in Sub-Saharan Africa ✎ At least 3 experiences related to agroecology or sustainable agriculture ✎ At least 3 years of experience coordinating studies at the international level, involving the management of a team of consultants spread over several countries
Experience in the region and knowledge of the language	✎ At least one experience in at least 5 of the 15 ECOWAS countries ✎ At least one professional experience in an English or Portuguese speaking country

3.2 K-2 Expert(s)

General qualification	✎ Level of studies BAC+5 at least in agronomy, agro-economy, economic or management sciences, development economics, ✎ At least five (5) years of experience in the field of financing the agricultural sector, agribusiness, processing of agricultural products, small and medium agricultural and agri-food enterprises,
Relevance to the project	✎ At least 2 experiences related to the financing of the agricultural, agri-food and rural sector, ✎ At least 2 experiences related to the financing of agroecology or sustainable agriculture, ✎ At least 1 experience in the economic and professional integration of youth in the agro-sylvo-pastoral and halieutic sector, ✎ At least 5 experiences of participation / realization of studies in the framework of programs / projects of development cooperation on the theme of the financing of the agricultural, agri-food and/or rural sector.
Experience in the region and knowledge of the language	✎ At least one experience in at least 2 ECOWAS countries; ✎ At least one professional experience in an English-speaking country

Annex to the Terms of Reference: Concept Definitions

Concept of agroecology

The term encompasses various concepts and dimensions. As a scientific discipline, agroecology is "the application of ecological science to the study, design, and management of sustainable agroecosystems," and extends in its broadest sense to the ecology of food systems. As a set of agricultural and livestock practices, agroecology seeks ways to improve systems by imitating natural processes, thereby creating beneficial biological interactions and synergies between the components of the agroecosystem. As a social movement, the ambition is to engage societies in transformations of our modes of production and consumption by putting forward the concerns of health, preservation of the environment and social equity.

In spite of these different acceptances, the approaches agree on a certain number of principles: to make the most of natural processes and regulations for crop and livestock production rather than depending on external synthetic inputs, to seek biological synergies, to promote the recycling of organic matter and nutrients, to improve the efficiency of resource use (water, nutrients), to diversify the complementary agricultural-livestock production systems.

Concept of agro-ecological transition

Agroecological transition is the process of changing production and consumption systems, which consists of adapting combinations of practices to farms and territories, according to the existing conditions of the environment and ecosystems, and the state of agrarian systems, based on scientific knowledge and local knowledge.

In order to meet the requirements of production intensification, food security and the fight against poverty of peasant families in many territories, agro-ecological transitions do not exclude the use of certain practices resulting from the green revolution. Even though the objective is to limit or even eliminate the use of synthetic inputs, they can imply the use of mineral fertilizers in addition to organic fertilizers in order to restore the fertility of deficient soils, or the use of certain chemical inputs limited to the only approved products that are already present and not very dangerous to health, when reliable alternative practices do not yet exist and are within the reach of the farmers

Agroecological transitions imply acting on the conditions for the development of agroecology at different scales: farms, territories, upstream and downstream production chains:

-  Coalition of actors (producers, consumers, private sector, communities, educational and research institutes) working towards the implementation of sustainable agricultural and food systems, offering healthy, varied, economically accessible and culturally appropriate products, allowing the preservation of local natural resources while providing a fair remuneration to producers.
-  Creation of conditions of access for farmers to services upstream of production : credit, seeds, organic inputs, small-scale mechanization, infrastructure, local veterinary services, etc.
-  Facilitate the processing and marketing of crops and animal products to farmers' organizations, the use of appropriate certification systems and market information, so that they can add value to these products through transparent and remunerative channels and both local and international.

Security Terms of Reference

Preamble

✦ Coronavirus

On March 11, WHO called the Covid-19 coronavirus outbreak that emerged in Wuhan in late December 2019 a "pandemic." To date, tens of thousands of cases have been confirmed in China and many other countries³³.

Local authorities in ECOWAS member states have introduced measures to detect suspected cases on arrival at the main points of entry into the country (e.g. airport).

Other measures are implemented (movement restrictions, self-quarantine, curfews, etc.) or are likely to be implemented in the different countries. It is strongly advised to follow the recommendations of local authorities (especially in terms of hygiene) and to consult the website and social networks of the WHO, and the French embassies of the various countries in order to keep up to date with current measures. It is recommended to stay informed about the health situation in each country where the mission will take place.

✦ Instabilities and risks

Many countries in the ECOWAS zone are marked by instability due to terrorist or political risks. For better readability, the security context is listed country by country and summarized in the table below. The Consultant is invited to consult the website of the Ministry of Europe and Foreign Affairs for more details on the specific situation of each country³⁴, as well as the websites of the French embassies of the various countries in order to keep informed of the latest information on security matters.

Risks Country	Terrorism	Kidnapping	Criminality and Banditry	Political instability and demonstrations
Benin	Average	Low	Low	Average
Burkina Faso	Very high	Very high	High	High
Cap Vert	Low	Low	Average	Low
Côte d'Ivoire	Low	Low	Average	Low e
Gambie	Low	Low	Average	Low
Ghana	Low	Moyen	Average	Low
Guinée	Low	Low	Average	High
Guinée-Bissau	Low	Low	Average	Average
Liberia		Low	Average	Low
Mali	Very high	Very high	High	High
Niger	High	High	Average	Average
Nigeria	High	High	High	Low
Senegal	Low	Low	Average	Low
Sierra Leone	Low	Low	Low	Low
Togo	Low	Low	Low	Low

³³ See list of countries concerned and figures on the website of the European Centre for Disease Prevention and Control: <https://www.ecdc.europa.eu/en/geographical-distribution-2019-ncov-cases>

³⁴ <https://www.diplomatie.gouv.fr/fr/conseils-aux-voyageurs/conseils-par-pays-destination/>

Therefore, in the following terms of reference, the following countries will be considered as countries with a very degraded security context: **Burkina Faso, Mali, Niger and Nigeria.**

NB : : Because of the terrorist threat in West Africa, an attack cannot be ruled out in any ECOWAS member state. Increased vigilance should be observed, especially in places frequented by foreigners.

Finally, elections are scheduled for 2021 in Benin, Cape Verde, Côte d'Ivoire, the Gambia, and Niger. The pre-election period may be accompanied by demonstrations and other protests. The Consultant will need to keep informed of developments at all times.

The Consultant must show the care it exercises to protect its employees who perform Works in the country. Therefore, it must identify the risks and, in light of this analysis, define prevention and protection resources, incorporating additional resources therein, which may be organisational, technical or human resources. These elements shall be described in a methodology, which for each of the headings below must address and describe what the Consultant has planned.

Disclaimers :

- 1 - Although the specified admissibility requirements endeavour to correlate with the potential risks to which the Contract may be exposed, they are intended to be used solely to evaluate Proposals in order to eliminate Proposals that do not meet a minimum set of requirements. They are in no event to be understood to constitute sufficient measures to ensure the security of persons and property in connection with the Contract. **The risk assessment and security measures to be defined in consequence thereof are the responsibility of the Consultant, who shall explain them in its security methodology.**
- 2 - **In the event that a Technical Proposal does not contain a safety methodology, the Proposal will be automatically rejected.**
In the event that the Technical Proposal contains a safety methodology, but that this one is incomplete, additional information will be requested from the Consultant and must be provided by the Consultant prior to any award of the contract.

1 Analysis of security issues and threats

The Consultant shall describe its view of the security environment and threats in the area where the Contract will be performed and/or the danger area, and present a security analysis for the relevant area and for the activities it will perform therein. It shall specify the method and references used to perform this analysis and describe the main threat scenarios that can be identified at the Proposal stage.

In addition, it shall at all times be able to share information learned from its country watch by its local organisation or head office.

Admissibility requirements:

- Document describing the method used to carry out this analysis;
- At least one identifiable reference source must be used;
- Identification and evaluation of security threats in relation to the contract;
- Description of measures planned to monitor local security.

2 General security organisation

The Consultant shall define the general security roles and responsibilities within its organisation and the allocation of the associated tasks for this Contract (including subcontractors and co-contractors), and shall designate a security reference person. It shall define the planned organisation and resources. In the event of a Joint Venture (JV), the leader shall designate a security officer as the JV's sole contact for this Contract.

Admissibility requirements:

- Description of the organisation;
- The Consultant (and each member in the case of a JV) shall provide the name of the company's internal security officer, who shall be responsible for defining and monitoring the measures implemented for the Contract.

3 Specific security measures planned

Based on its own security analysis and the main threat scenarios it may have identified, the Consultant shall plan specific and appropriate measures. These measures shall cover at least the following matters:

👉 **Security organisation**

The Consultant shall describe its local security organisation in the country where the Services will be performed. In particular, it shall specify whether this organisation relies on internal resources, using its own resources already existing in the country, or whether it uses a local partner, a security services provider or a "Security Officer" dedicated to the Contract, or whether it relies on the country's State resources and whether it can request them directly. It shall describe the respective roles planned for each participant operating locally.

Admissibility requirements:

- Description of the organisation and resources mobilised in the country of the Contract;
- The Consultant (and each member in the case of a JV) shall provide the name of the person who will be its contact for all security issues in relation to the Contract. This person may be the same person identified in Article 3 above;
- In the event of a JV, describe the coordination and distribution of responsibilities among the members;
- **In countries with a very degraded security context** : designation of a "security officer" (CV to be provided); OR a security service provider (references to be provided), with experience in the region where the Contract will be performed.

👉 **Travel within the country and to the relevant area**

Depending on the security analysis, special measures may be required to ensure secure travel within the country. These means may include the use of aircraft of national companies or private aircraft, the use of passenger vehicles, or maritime or inland waterways.

The Consultant shall describe the resources and measures planned to protect itself against security risks (crime, kidnapping, etc.) during these trips. These provisions may be technical, organisational or human. It shall distinguish between measures concerning protective actions and measures deemed forward-looking actions.

The Consultant shall describe the planned transport logistics, including human, technical and organisational resources and mechanisms for monitoring travel. It shall also define its requirements for maintenance management and rules of conduct.

Admissibility requirements:

- Description of modes of travel, the physical means of travel and the security measures planned in connection with such travel;
- Distribution of roles and measures planned for the Consultant itself, for external participants and those expected from the Client and local authorities, identifying each actor;
- **In countries with a very degraded security context:** Identification of the service provider responsible for arranging escorts.

👉 **Accommodation during assignments**

If the accommodation and security measures of the Consultant are not provided by the Client or the works company (in the case of construction project), the Consultant shall describe the type of accommodation and the measures planned to ensure the security of teams (security guards, physical means, etc.).

Admissibility requirements:

- Description of the accommodation selection criteria and security measures planned for each overnight stay;
- Provision of the names and addresses of hotels or accommodation venues planned for overnight stays;
- **In countries with a very degraded security context:** Description of the additional protective measures (security, specific accommodation for long-term stays ("panic room", etc.).

👉 **Communication**

The Consultant shall implement a communication and exchange process between the various Contract participants, to ensure reporting of security events, and that preventive or corrective actions deemed necessary are properly carried out. It shall describe the means enabling it to ensure effective communication.

Admissibility requirements:

- Description of the planned means of communication and measures taken to ensure their reliability.
- If trips are planned in areas with a very degraded security context, justification for setting up (or cotation) a satellite subscription.

4 Information, awareness-raising and training before departure

The Consultant shall make arrangements to inform, raise awareness and train its employees prior to departure on assignment. These arrangements shall be in the form of formal communication actions. It shall describe the provisions specifically planned for this Contract, in the form of "service orders" or similar documents.

Admissibility requirements:

- Description of essential instructions provided to employees (welcoming, briefings, updating of instructions booklets, etc.);
- Provision of the list of emergency numbers (local numbers and service providers, repatriation, head office on-call security service) furnished for the Contract's assignments;
- **In countries with a very degraded security context:** List of possible travel restrictions, modes of transport within cities, forbidden neighbourhoods, etc..

5 Alert management and crisis management

The Consultant shall prove that it has set up a crisis management process involving the local organisation and its head office. It shall describe the main procedures for triggering this process and its key operating procedures.

For this purpose, the Consultant shall describe the alert process, from the local organisation to its head office, and the interaction with the Client.

Admissibility requirements:

- Summary of the crisis management procedure dedicated to security, describing triggers, roles and responsibilities



PART II



SECTION VIII: CONDITIONS OF CONTRACT AND CONTRACT FORMS

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I - Form of Contract

This contract (hereinafter called the "**Contract**") is made the [number] day of the month of [month], [year], between, on the one hand, [name of Client] (hereinafter called the "**Client**") and, on the other hand, [name of Consultant] (hereinafter called the "**Consultant**").

*[Note: If the Consultant consist of more than one entity, the above should be partially amended to read as follows: "... (hereinafter called the "**Client**") and, on the other hand, a Joint Venture [name of the JV] consisting of the following entities, each member of which will be jointly and severally liable to the Client for all the Consultant's obligations under the Contract, namely, [name of member] and [name of member] (hereinafter called the "**Consultant**")."]*

WHEREAS:

1. The Client has requested the Consultant to provide services as defined in the Terms of Reference specified in **Appendix A** of the Contract (hereinafter called the "**Services**");
2. The Consultant, having represented to the Client that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in the Contract;
3. The Client has received funds from European Union ("**EU**") and *Agence Française de Développement* ("**AFD**") toward the cost of the Services and intends to apply a portion of these funds to eligible payments under the Contract, it being understood that (i) payments by AFD will be made only at the request of the Client and upon approval by AFD; (ii) such payments will be subject, in all respects, to the terms and conditions of the agreement between the Client and AFD providing for the funds, and (iii) no party other than the Client shall derive any rights from the agreement or have any claim to the funds proceeds.

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of the Contract:
 - a) The General Conditions of Contract, including Attachment 1 (AFD Policy – Corrupt and Fraudulent Practices – Social and Environmental Responsibility), and Attachment 2 (Eligibility Criteria).
 - b) The Special Conditions of Contract.
 - c) Appendices:
 - Appendix A: Terms of Reference;
 - Appendix B: Consultant's technical Proposal (including methodology and Experts, and the signed Statement of Integrity);
 - Appendix C: Breakdown of the Contract Price(s).

In the event of any inconsistency between the documents, the following priority order shall prevail: the Special Conditions of Contract; the General Conditions of Contract, including Attachment 1, Attachment 2, Appendix A; Appendix B; and Appendix C. Any reference to the Contract shall include, where the context permits, a reference to its Appendices.

2. The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract, in particular:
 - a) The Consultant shall carry out the Services in accordance with the provisions of the Contract; and

- b) The Client shall make payments to the Consultant in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused the Contract to be signed in their respective names as of the day and year first above written:

For and on behalf of ECOWAS

[Authorized Representative of the Client – name, title and signature]

For and on behalf of *[Name of Consultant or Name of a Joint Venture]*

[Authorized Representative of the Consultant – name and signature]

[Note: For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached.]

For and on behalf of each of the members of the Consultant

[Name of the lead member]

[Authorized Representative on behalf of a Joint Venture]

[add signature blocks for each member if all are signing]

II - General conditions of contract

A. General Provisions

1 Definitions	1.1 Unless the context otherwise requires, the following terms whenever used in this contract have the following meanings: a) "Applicable law" means the laws and any other instruments having the force of law in the Client's country, or in such other country as may be specified in the Special Conditions of Contract (SCC), as they may be issued and in force from time to time. b) "AFD" means <i>Agence Française de Développement</i> (AFD). c) "Client" means the implementing agency that signs the Contract for the Services with the selected Consultant. d) "Consultant" means a legally-established professional consulting firm or entity selected by the Client to provide the Services under the signed Contract. e) "Contract" means the legally binding written agreement signed between the Client and the Consultant and which includes all the attached documents listed in its paragraph 1 of the Form of Contract (the General Conditions (GCC), the Special Conditions (SCC), and the Appendices). f) "Day" means a calendar day unless indicated otherwise. g) "Effective Date" means the date on which the Contract comes into force and effect pursuant to Clause GCC 11. h) "Experts" means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Subconsultant or JV member(s) assigned by the Consultant to perform the Services or any part thereof under the Contract. i) "Foreign Currency" means any currency other than the currency of the Client's country. j) "GCC" means these General Conditions of Contract. k) "Joint Venture (JV)" means an association with or without a legal personality distinct from that of its members, of more than one entity where one member has the authority to conduct all businesses for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract. l) "Key Expert(s)" means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curricula Vitae (CV) was taken into account in the technical evaluation of the Consultant's Proposal.
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	m) "Local Currency" means the currency of the Client's country. n) "Non-Key Expert(s)" means an individual professional provided by the Consultant or its Subconsultant to perform the Services or any part thereof under the Contract. o) "Party" means the Client or the Consultant, as the case may be, and "Parties" means both of them. p) "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written. q) "Services" means the work to be performed by the Consultant pursuant to the Contract, as described in Appendices A and B of the Contract. r) "Subconsultants" means an entity to whom/which the Consultant subcontracts any part of the Services while remaining solely liable for the execution of the Contract.
2 Relationship between the Parties	2.1 Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Client and the Consultant. The Consultant, subject to the Contract, has the complete charge of the Experts and Subconsultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.
3 Law governing Contract	3.1 The Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable law.
4 Language	4.1 The Contract has been executed in the language specified in the SCC, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of the Contract.
5 Headingd	5.1 The headings shall not limit, alter or affect the meaning of the Contract.
6 Communications	6.1 Any communication required or permitted to be given or made pursuant to the Contract shall be made in writing in the language specified in Clause GCC 4. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SCC. 6.2 A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in the SCC.
7 Location	7.1 The Services shall be performed at such locations as are specified in Appendix A hereto and, where the location of a particular task is not so specified, at such locations, whether in the Client's country or elsewhere, as the Client may approve.

8 Authority of member in charge	8.1 In case the Consultant is a Joint Venture, the members hereby authorize the lead member specified in the SCC to act on their behalf in exercising all the Consultant's rights and obligations towards the Client under the Contract, including without limitation the receiving of instructions and payments from the Client.
9 Authorized representatives	9.1 Any action required or permitted to be taken, and any document required or permitted to be executed under the Contract by the Client or the Consultant may be taken or executed by the officials specified in the SCC .
10 Corrupt and Fraudulent Practices, and Social and Environmental Responsibility	10.1 AFD requires compliance with its policy in regard to corrupt and fraudulent practices, social and environmental responsibility as set forth in Attachment 1 to the GCC.

B. Commencement, Completion, Modification and Termination of Contract

11 Effectiveness of Contract	11.1 The Contract shall come into force and effect on the date (the " Effective Date ") of the Client's notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SCC have been met.
12 Termination of Contract for failure to become effective	12.1 If the Contract has not become effective within such time period after the date of Contract signature as specified in the SCC, either Party may, by not less than twenty two (22) days written notice to the other Party, declare the Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.
13 Commencement of Services	13.1 The Consultant shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the SCC .
14 Expiration of Contract	14.1 Unless terminated earlier pursuant to Clause GCC 19 hereof, the Contract shall expire at the end of such time period after the Effective Date as specified in the SCC .
15 Entire agreement	15.1 The Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.
16 Modifications or variations	16.1 Any modification or variation of the terms and conditions of the Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any Proposals for modification or variation made by the other Party.

	16.2 In cases of substantial modifications or variations, the prior written consent of AFD is required.
17 Force Majeure	17.1 <u>Definition:</u> 17.1.1 For the purposes of the Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements. It includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, confiscation or any other action by government agencies. 17.1.2 Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Experts, Subconsultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of the Contract, and avoid or overcome in the carrying out of its obligations hereunders. 17.1.3 Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder. 17.2 <u>Non breach of Contract:</u> The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, the Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of the Contract. 17.3 <u>Measures to be taken:</u> 17.3.1 A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure. 17.3.2 A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) calendar days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible. 17.3.3 Any period within which a Party shall, pursuant to the Contract, complete any action or task, shall be extended

	for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure. 17.3.4 During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Client, shall either: a) Cease its activities and demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, the costs related to the reactivation of the Services; or b) Continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of the Contract and be reimbursed for additional costs reasonably and necessarily incurred. 17.3.5 In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses GCC 48 and 49.
18 Suspension	18.1 The Client may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under the Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) days after receipt by the Consultant of such notice of suspension.
19 Termination	The Contract may be terminated by either Party as per provisions set up below: 19.1 <u>By the Client:</u> 19.1.1 The Client may terminate the Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause. In such an occurrence the Client shall give at least thirty (30) days' written notice of termination to the Consultant in case of the events referred to in (a) through (d); at least sixty (60) days' written notice in case of the event referred to in (e); and at least five (5) days' written notice in case of the event referred to in (f): a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 18; b) If the Consultant becomes (or, if the Consultant consists of a Joint Venture, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors

or go into liquidation or receivership whether compulsory or voluntary;

- c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Sub-Clause GCC 49.1;
- d) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days;
- e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate the Contract;
- f) If the Consultant fails to confirm availability of Key Experts.

19.1.2 Furthermore, if the Client determines that the Consultant has engaged in corrupt or fraudulent practices, in competing for or in executing the Contract, then the Client is entitled, after giving fourteen (14) days written notice to the Consultant, to terminate the Consultant's employment under the Contract.

19.2 By the Consultant:

19.2.1 The Consultant may terminate the Contract, by not less than thirty (30) days' written notice to the Client, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Sub-Clause:

- a) If the Client fails to pay any money due to the Consultant pursuant to the Contract and not subject to dispute pursuant to Sub-Clause GCC 49.1 within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue;
- b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days;
- c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 49.1;
- d) If the Client is in material breach of its obligations pursuant to the Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultant's notice specifying such breach.

19.3 Cessation of rights and obligations:

Upon termination of the Contract pursuant to Clauses GCC 12 or GCC 19 hereof, or upon expiration of the Contract pursuant to Clause GCC 14, all rights and obligations of the Parties hereunder

shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GCC 22, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 25, and (iv) any right which a Party may have under the Applicable law.

19.4 Cessation of Services:

Upon termination of the Contract by notice of either Party to the other pursuant to Sub-Clauses GCC 19.1 or GCC 19.2, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to the documents prepared by the Consultant and equipment and materials furnished by the Client, the Consultant shall proceed as provided, respectively, by Clauses GCC 27 or GCC 28.

19.5 Payment upon termination:

19.5.1 Upon termination of the Contract, the Client shall make the following payments to the Consultant:

- a) Remuneration for Services satisfactorily performed prior to the effective date of termination, other expenses incurred and, for unit prices (time-based), reimbursable expenditures for expenditures actually incurred prior to the effective date of termination; and pursuant to Clause 42;
- b) In the case of termination pursuant to paragraphs (d) and (e) of Sub-Clause GCC 19.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of the Contract, including the cost of the return travel of the Experts.

C. Obligations of the Consultant

20 General

20.1 Standard of performance:

20.1.1 The Consultant shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to the Contract or to the Services, as a faithful adviser to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with third parties.

	20.1.2 The Consultant shall employ and provide such qualified and experienced Experts and Subconsultants as are required to carry out the Services. 20.1.3 The Consultant may subcontract part of the Services to an extent and with such Key Experts and Subconsultants as may be approved in advance by the Client. Notwithstanding such approval, the Consultant shall retain full responsibility for the Services. The Consultant shall not subcontract the whole of the Services. 20.2 <u>Law applicable to Services:</u> 20.2.1 The Consultant shall perform the Services in accordance with the Contract and the Applicable law and shall take all practicable steps to ensure that any of its Experts and Subconsultants, comply with the Applicable law. 20.2.2 Throughout the execution of the Contract, the Consultant shall comply with the import of goods and services prohibitions in the Client's country. 20.2.3 The Client shall notify the Consultant in writing of relevant local customs, and the Consultant shall, after such notification, respect such customs.
21 Conflict of interests	21.1 The Consultant shall hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests. 21.2 <u>Consultant not to benefit from commissions, discounts, etc.:</u> 21.2.1 The payment of the Consultant pursuant to GCC F (Clauses GCC 41 through 46) shall constitute the Consultant's only payment in connection with the Contract and, subject to Sub-Clause GCC 21.1.3, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to the Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Subconsultants, as well as Experts and agents of either of them, similarly shall not receive any such additional payment. 21.2.2 Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works, plants, consulting services or non-consulting services, the Consultant shall comply with the Client's applicable regulations, and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Client. 21.3 <u>Consultant and affiliates not to engage in certain activities:</u> Unless otherwise indicated in the SCC, a firm that has been engaged by the Client to provide goods, works, or non-consulting

	services for a project, or any of its Affiliates, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. 21.4 <u>Prohibition of conflicting activities:</u> The Consultant shall not engage, and shall cause its Experts as well as its Subconsultants not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under the Contract. 21.5 <u>Strict duty to disclose conflicting activities:</u> The Consultant has an obligation and shall ensure that its Experts and Subconsultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose such situations may lead to the termination of its Contract.
22 Confidentiality	22.1 Except with the prior written approval of the Client, the Consultant and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Experts make public the recommendations formulated in the course of, or as a result of, the Services.
23 Liability of the Consultant	23.1 Subject to additional provisions, if any, set forth in the SCC, the Consultant's liability under the Contract shall be as determined under the Applicable law.
24 Insurance to be taken out by the Consultant	24.1 The Consultant (i) shall take out and maintain, and shall cause any Subconsultants to take out and maintain, at its (or the Subconsultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage specified in the SCC, and (ii) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC 13.
25 Accounting, inspection and auditing	25.1 The Consultant shall keep, and shall make all reasonable efforts to cause its Subconsultants to keep, accurate and systematic accounts and records in respect of the Services in such form and detail as will clearly identify relevant time changes and costs. 25.2 The Consultant shall permit and shall cause its Subconsultants to permit, AFD and/or persons appointed by AFD to inspect the Site and/or all accounts and records relating to the performance of the Contract and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by AFD if requested by AFD. The Consultant's attention is drawn to Clause GCC 10 which provides, inter alia, that acts intended to materially impede the exercise of AFD's inspection and audit rights provided for under this Sub-Clause GCC

	25.2 constitute a prohibited practice subject to Contract termination.
26 Reporting obligations	26.1 The Consultant shall submit to the Client the reports and documents specified in Appendix A , in the form, in the numbers and within the time periods set forth in the said Appendix.
27 Proprietary rights of the Client in reports and records	27.1 Unless otherwise indicated in the SCC, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for the Client in the course of the Services shall be confidential and become and remain the absolute property of the Client. The Consultant shall, not later than upon termination or expiration of the Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to the Contract without prior written approval of the Client. 27.2 If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the Consultant shall obtain the Client's prior written approval to such agreements, and the Client shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the SCC.
28 Equipment, vehicles and materials	28.1 Equipment, vehicles and materials made available to the Consultant by the Client, or purchased by the Consultant wholly or partly with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of the Contract, the Consultant shall make available to the Client an inventory of such equipment, vehicles and materials and shall dispose of such equipment, vehicles and materials in accordance with the Client's instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their full replacement value. 28.2 Any equipment or materials brought by the Consultant or its Experts into the Client's country for the use either for the project or personal use shall remain the property of the Consultant or the Experts concerned, as applicable.

D. Consultant's Experts and Subconsultants

29 Description of Key Experts	29.1 The title, agreed job description, minimum qualification and time-input estimates to carry out the Services of each of the Consultant's Key Experts are described in Appendix B. 29.2 In case of unit prices (time-based) and if required to comply with the provisions of Sub-clause GCC 20.1, adjustments with respect to
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	the estimated time-input of Key Experts set forth in Appendix B may be made by the Consultant by a written notice to the Client, provided (i) that such adjustments shall not alter the original time-input estimates for any individual by more than 10% or one week, whichever is larger; and (ii) that the aggregate of such adjustments shall not cause payments under the Contract to exceed the ceilings set forth in Sub-Clause GCC 41.1. 29.3 In case of unit prices (time-based) and if additional work is required beyond the scope of the Services specified in Appendix A, the estimated time-input for the Key Experts may be increased by written agreement between the Client and the Consultant. In case where payments under the Contract exceed the ceilings set forth in Sub-Clause GCC 41.1, the Parties shall sign a Contract amendment.
30 Replacement of Key Experts	30.1 Except as the Client may otherwise agree in writing, no changes shall be made in the Key Experts. 30.2 Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultant's written request and due to circumstances outside the reasonable control of the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration.
31 Approval of additional Key Experts	31.1 If during execution of the Contract, additional Key Experts are required to carry out the Services, the Consultant shall submit to the Client a copy of their Curricula Vitae (CVs) for review and approval. If the Client does not object in writing (stating the reasons for the objection) within twenty two (22) days from the date of receipt of such CVs, the additional Key Experts shall be deemed approved by the Client. 31.2 In case of unit price (time-based) Contract, the rate of remuneration payable to such new additional Key Experts shall be based on the rates for other Key Experts position which require similar qualifications and experience.
32 Removal of Experts or Subconsultants	32.1 If the Client finds that any of the Experts or Subconsultant has committed serious misconduct or has been charged with having committed a criminal action, or if the Client determines that one of the Consultant's Experts or Subconsultants have engaged in corrupt or fraudulent practice while performing the Services, the Consultant shall, at the Client's written request, provide a replacement. 32.2 In the event that any of the Key Experts, Non-Key Experts or Subconsultants is found by the Client to be incompetent or incapable in discharging assigned duties, the Client, specifying the grounds therefore, may request the Consultant to provide a replacement.

	32.3 Any replacement of the removed Experts or Subconsultants shall possess better qualifications and experience and shall be acceptable to the Client.
33 Replacement / removal of Experts - Impact on payments	33.1 In case of unit price (time-based) Contract, except as the Client may otherwise agree, (i) the Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Experts provided as a replacement shall not exceed the remuneration which would have been payable to the Experts replaced or removed. 33.2 In case of lump-sum Contract, the Consultant shall bear all costs arising out of or incidental to any removal and/or replacement of such Experts.
34 Working hours, overtime, leave, etc. (time-based Contract only)	34.1 Working hours and holidays for Experts are set forth in Appendix A. To account for travel time to/from the Client's country, Experts carrying out Services inside the Client's country shall be deemed to have commenced or finished work in respect of the Services such number of days specified in Appendix A before their arrival in, or after their departure from, the Client's country. 34.2 The Experts shall neither be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in Appendix A, and the Consultant's remuneration shall be deemed to cover these items. 34.3 Any taking of leave by the Experts shall be subject to the prior approval of the Consultant who shall ensure that absence for leave purposes will not delay the progress and or impact an adequate supervision of the Services.

E. Obligations of the Client

35 Assistance and exemption	35.1 Unless otherwise specified in the SCC, the Client shall use its best efforts to: a) Assist the Consultant with obtaining work permits and such other documents as shall be necessary to enable the Consultant to perform the Services; b) Assist the Consultant with promptly obtaining, for the Experts and, if appropriate, their eligible dependents, all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in the Client's country while carrying out the Services under the Contract; c) Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Experts and their eligible dependents; d) Issue to officials, agents and representatives of the government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Services;
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	e) Assist the Consultant and the Experts and any Subconsultants employed by the Consultant for the Services with obtaining exemption from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a legal entity in the Client's country according to the Applicable Law in the Client's country; f) Assist the Consultant, any Subconsultants and the Experts of either of them with obtaining the privilege, pursuant to the Applicable law in the Client's country, of bringing into the Client's country reasonable amounts of Foreign Currency for the purposes of the Services or for the personal use of the Experts and of withdrawing any such amounts as may be earned therein by the Experts in the execution of the Services; g) Provide to the Consultant any such other assistance as may be specified in the SCC.
36 Access to project site	36.1 The Client warrants that the Consultant shall have, free of charge, unimpeded access to the project site in respect of which access is required for the performance of the Services. The Client will be responsible for any damage to the project site or any property thereon resulting from such access and will indemnify the Consultant and each of the Experts in respect of liability for any such damage, unless such damage is caused by the willful default or negligence of the Consultant or any Subconsultants or the Experts.
37 Change in the Applicable Law related to taxes and duties	37.1 If, after the date of the Contract, there is any change in the Applicable Law in the Client's country with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and other expenses otherwise payable to the Consultant under the Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Sub-Clause GCC 41.1.
38 Services, facilities and property of the Client	38.1 The Client shall make available to the Consultant and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference (Appendix A) at the times and in the manner specified in the above mentioned Appendix A. 38.2 In case that such services, facilities and property shall not be made available to the Consultant as and when specified in Appendix A, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultant for the performance of the Services, (ii) the manner in which the Consultant shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Consultant as a result thereof pursuant to Clause GCC 41.

39 Counterpart personnel	39.1 The Client shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the Client with the Consultant's advice, if specified in Appendix A. 39.2 If counterpart personnel are not provided by the Client to the Consultant as and when specified in Appendix A, the Client and the Consultant shall agree on (i) how the affected part of the Services shall be carried out, and (ii) the additional payments, if any, to be made by the Client to the Consultant as a result thereof pursuant to Clause GCC 41. 39.3 Professional and support counterpart personnel, excluding Client's liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the Client shall not unreasonably refuse to act upon such request.
40 Payment obligation	40.1 In consideration of the Services performed by the Consultant under the Contract, the Client shall make such payments to the Consultant and in such manner as provided by GCC F below.

F. Payment to the Consultant

41 Ceiling amount (time-based) or Contract price (lump-sum)	41.1 In case of unit price (time-based) Contract, an estimate of the cost of the Services is set forth in Appendix C (Contract Price(s)). Payments under the Contract shall not exceed the ceilings in Foreign Currency and in Local Currency specified in the SCC. For any payments in excess of the ceilings, an amendment to the Contract shall be signed by the Parties referring to the provision of the Contract that evokes such amendment. 41.2 In case of a lump-sum Contract, the Contract price is fixed and is set forth in the SCC. The Contract price breakdown is provided in Appendix C. Any change to the Contract price can be made only if the Parties have agreed to the revised scope of Services pursuant to Clause GCC 16 and have amended in writing the Terms of Reference in Appendix A.
42 Remuneration and reimbursable expenses (unit price, time-based only)	42.1 The Client shall pay to the Consultant (i) remuneration that shall be determined on the basis of the time actually spent by each Expert in the performance of the Services after the commencement date of the Services or after any other date as the Parties shall agree in writing; and (ii) other expenses including reimbursable expenses that are actually and reasonably incurred by the Consultant in the performance of the Services. 42.2 All payments shall be at the rates set forth in Appendix C. 42.3 Unless the SCC provides for the price adjustment of the remuneration rates, said remuneration shall be fixed for the duration of the Contract.

	42.4 The remuneration rates shall cover: (i) such salaries and allowances as the Consultant shall have agreed to pay to the Experts as well as factors for social charges and overheads (bonuses or other means of profit-sharing shall not be allowed as an element of overheads), (ii) the cost of backstopping by home office staff not included in the Experts' list in Appendix B , (iii) the Consultant's profit, and (iv) any other cost unless otherwise specified in the SCC .
43 Taxes and duties	43.1 The Consultant, Subconsultants and Experts are responsible for meeting any and all tax liabilities arising out of the Contract unless it is stated otherwise in the SCC. 43.2 As an exception to the above and as stated in the SCC, all local identifiable indirect taxes (itemized and finalized at Contract negotiations) are reimbursed to the Consultant or are paid by the Client on behalf of the Consultant.
44 Currency of payment	44.1 Any payment under the Contract shall be made in the currency(ies) of the Contract.
45 Mode of billing and payment	45.1 Billings and payments in respect of the Services shall be made as follows: a) <u>Advance payment</u>: Within the number of days as specified in the SCC after the Effective Date, the Client shall pay to the Consultant an advance payment as specified in the SCC. Unless otherwise indicated in the SCC, an advance payment shall be made against the submission of a bank guarantee acceptable to the Client in an amount (or amounts) and in a currency (or currencies) specified in the SCC. Such guarantee (i) is to remain effective until the advance payment has been fully set off, and (ii) is to be in the form set forth in Appendix D, or in any other form that the Client shall have approved in writing. The advance payments will be set off by the Client in installments as specified in the SCC until the said advance payments have been fully set off. b) <u>The itemized invoices (unit price-time-based)</u>: As soon as practicable and not later than fifteen (15) days after the end of each calendar month during the period of the Services, or after the end of each time interval otherwise indicated in the SCC, the Consultant shall submit to the Client, in duplicate, itemized invoices, accompanied by the receipts or other appropriate supporting documents, of the amounts payable pursuant to Clauses GCC 44 and GCC 45 for such interval, or for any other period indicated in the SCC. Separate invoices shall be submitted for expenses incurred in Foreign Currency and in Local Currency. Each invoice shall show remuneration and other expenses (including reimbursable expenses) separately. The Client shall pay the Consultant's invoices within sixty (60) days from the receipt by the Client of such itemized invoices and of the supporting documents. Only the portion of an invoice that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found

	to exist between actual payment and costs authorized, the Client may add or subtract the difference from any subsequent payments. c) <u>The lump-sum Installment payments:</u> The Client shall pay the Consultant within sixty (60) days after the receipt by the Client of the deliverable(s) and the cover invoice for the related lump-sum installment payment. The payment can be withheld if the Client does not approve the submitted deliverable(s) as satisfactory in which case the Client shall provide comments to the Consultant within the same sixty (60) days period. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. d) <u>The final payment:</u> The final payment under this Clause shall be made only after the final report and a final invoice, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the Client. The Services shall be deemed completed and finally accepted by the Client and the final report and final invoice shall be deemed approved by the Client as satisfactory ninety (90) calendar days after receipt of the final report and final invoice by the Client unless the Client, within such ninety (90) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final invoice. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount that the Client has paid or has caused to be paid in accordance with this Clause in excess of the amounts payable in accordance with the provisions of the Contract shall be reimbursed by the Consultant to the Client within thirty (30) days after receipt by the Consultant of notice thereof. Such claim for reimbursement shall be made by the Client within twelve (12) calendar months after receipt by the Client of the final report and the final invoice that the Client has approved in accordance with the above. e) All payments under the Contract shall be made to the accounts of the Consultant specified in the SCC. f) With the exception of the final payment under (d) above, payments neither constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder.
46 Interest on delayed payments and damages	46.1 <u>Interest on delayed payments:</u> If the Client had delayed payments beyond fifteen (15) days after the due date stated in Sub-Clause GCC 45.1 (b) or (c), interest shall be paid to the Consultant on any amount due by, not paid on, such due date for each day of delay at the annual rate stated in the SCC. 46.2 <u>Damages:</u> If the Consultant fails to comply with the Contract requirements, the Client shall be entitled to apply damages as

stated in the **SCC**. The total amount of the damages shall not exceed 10% of the Contract amount

G. Fairness and Good Faith

47 Good faith	47.1 The Parties undertake to act in good faith with respect to each other's rights under the Contract and to adopt all reasonable measures to ensure the realization of the objectives of the Contract.
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H. Settlement of Disputes

48 Amicable Settlement	48.1 The Parties shall seek to resolve any dispute amicably by mutual consultation. 48.2 If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within fourteen (14) days from receipt. If that Party fails to respond within fourteen (14) days, or the dispute cannot be amicably settled within fourteen (14) days from the response of that Party, Sub-Clause GCC 49.1 shall apply.
49 Dispute resolution	49.1 Any dispute between the parties, born of the interpretation and / or execution of this contract will be settled amicably. Otherwise, disputes shall be submitted to arbitration in accordance with the following provisions: 1. <u>Selection of the Arbitrator</u>: Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator, in accordance with the following provisions: The Parties may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the Proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to the Federation Internationale des Ingenieurs-Conseil (FIDIC) of Lausanne, Switzerland for a list of not fewer than five (5) nominees and, on receipt of such list, the Parties shall alternately strike names therefrom, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, the FIDIC shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute. 2. <u>Rules of Procedure</u>: Except as otherwise stated herein, arbitration proceedings shall be conducted in accordance with the rules of procedure for arbitration of the United Nations Commission on International Trade Law (UNCITRAL) as in force on the date of the Contract. 3. <u>Nationality and Qualifications of the Arbitrator</u>: The sole arbitrator appointed shall be an internationally recognized legal or technical

expert with extensive experience in relation to the matter in dispute and shall not be a national of the Consultant's home country (or of the home country of any of their members or Parties in case of Joint Venture) or of the Client's country. For the purposes of this Clause, "home country" means any of:

- a) The country of constitution of the Consultant or of any of their members or Parties; or
- b) The country in which the Consultant's or any of their members' or Parties' principal place of business is located; or
- c) The country of nationality of a majority of the Consultant's or of any members' or Parties' shareholders; or
- d) The country of nationality of the Subconsultants concerned, where the dispute involves a subcontract.

4. Miscellaneous: In any arbitration proceeding hereunder:

- a) Proceedings shall, unless otherwise agreed by the Parties, be held in *[select a country which is neither the Client's country nor the Consultant's country]*;
- b) The French language shall be the official language for all purposes; and
- c) The decision of the sole arbitrator shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.

ATTACHMENT 1: AFD Policy - Corrupt and Fraudulent Practices - Environmental and Social Responsibility

1. Corrupt and Fraudulent Practices

The Contracting Authority and the suppliers, contractors, subcontractors, consultants or subconsultants must observe the highest standard of ethics during the procurement process and performance of the contract. The Contracting Authority means the Purchaser, the Employer, the Client, as the case may be, for the procurement of goods, works, plants, consulting services or non-consulting services.

By signing the Statement of Integrity the suppliers, contractors, subcontractors, consultants or subconsultants declare that (i) “it did not engage in any practice likely to influence the contract award process to the Contracting Authority’s detriment, and that it did not and will not get involved in any anti-competitive practice”, and that (ii) “the procurement process and the performance of the contract did not and shall not give rise to any act of corruption or fraud”.

Moreover, AFD requires including in the Procurement Documents and AFD-financed contracts a provision requiring that suppliers, contractors, subcontractors, consultants or subconsultants will permit AFD to inspect their accounts and records relating to the procurement process and performance of the AFD-financed contract, and to have them audited by auditors appointed by AFD.

AFD reserves the right to take any action it deems appropriate to check that these ethics rules are observed and reserves, in particular, the rights to:

- a) Reject a proposal for a contract award if it is established that during the selection process the bidder or consultant that is recommended for the award has been convicted of corruption, directly or by means of an agent, or has engaged in fraud or anti-competitive practices in view of being awarded the Contract;
- b) Declare misprocurement when it is established that, at any time, the Contracting Authority, the suppliers, contractors, subcontractors, consultants or subconsultants their representatives have engaged in acts of corruption, fraud or anti-competitive practices during the procurement process or performance of the contract without the Contracting Authority having taken appropriate action in due time satisfactory to AFD to remedy the situation, including by failing to inform AFD at the time they knew of such practices.

AFD defines, for the purposes of this provision, the terms set forth below as follows:

- a) Corruption of a Public Officer means:
 - The act of promising, offering or giving to a Public Officer, directly or indirectly, an undue advantage of any kind for himself or for another Person¹ or entity, for such Public Officer to act or refrain from acting in his official capacity; or
 - The act by which a Public Officer solicits or accepts, directly or indirectly, an undue advantage of any kind for himself or for another Person or entity, for such Public Officer to act or refrain from acting in his official capacity.
- b) A Public Officer shall be construed as meaning:
 - Any person who holds a legislative, executive, administrative or judicial mandate (within the country of the Contracting Authority) regardless of whether that natural Person was nominated or elected, regardless of the permanent or temporary, paid or unpaid nature of the position and regardless of the hierarchical level the natural Person occupies;

¹ Means any Person whether natural or legal, firm, company, corporation, government, state or state agency or any association, or group of two or more of the foregoing (whether or not having separate legal status).

- Any other natural Person who performs a public function, including for a State institution or a State-owned company, or who provides a public service;
 - Any other natural Person defined as a Public Officer by the national laws of the country of the Contracting Authority.
- c) Corruption of a Private Person² means:
- The act of promising, offering or giving to any Private Person, directly or indirectly, an undue advantage of any kind for himself or for another Person or entity, for such Private Person to perform or refrain from performing any act in breach of its legal, contractual or professional obligations; or;
 - The act by which any Private Person solicits or accepts, directly or indirectly, an undue advantage of any kind for himself or for another Person or entity, for such Private Person to perform or refrain from performing any act in breach of its legal, contractual or professional obligations.
- d) Fraud means any dishonest conduct (act or omission), whether or not it constitutes a criminal offence, deliberately intended to deceive others, to intentionally conceal items, to violate or vitiate consent, to circumvent legal or regulatory requirements and/or to violate internal rules in order to obtain illegitimate profit.
- e) Anti-competitive practices mean:
- Any concerted or implied practices which have as their object or effect the prevention, restriction or distortion of competition within a marketplace, especially where they (i) limit access to the marketplace or free exercise of competition by other undertakings, (ii) prevent free, competition-driven price determination by artificially causing price increases or decreases, (iii) restrict or control production, markets, investments or technical progress; or (iv) divide up market shares or sources of supply;
 - Any abuse by one undertaking or a group of undertakings which hold a dominant position on an internal market or on a substantial part of it;
 - Any practice whereby prices are quoted or set unreasonably low, the object of which is to eliminate an undertaking or any of its products from a market or to prevent it from entering the market.

2. Environmental and Social Responsibility

In order to promote sustainable development, AFD seeks to ensure that internationally recognised environmental and social standards are complied with. Suppliers, contractors, subcontractors, consultants or subconsultants for AFD-financed contracts shall consequently undertake in the Statement of Integrity to:

- a) Comply with and ensure that all their subcontractors or subconsultants comply with international environmental and labour standards, consistent with applicable law and regulations in the country of implementation of the contract, including the fundamental conventions of the International Labour Organisation (ILO) and international environmental treaties;
- b) Implement environmental and social risks mitigation measures when specified in the environmental and social management plan (ESMP) provided by the Contracting Authority.

² Means any natural Person other than a Public Officer.

ATTACHMENT 2: Eligibility Criteria

Eligibility in AFD-Financed Procurement

1. Financing allocated by AFD to a Contracting Authority has been entirely untied since 1st January 2002. To the exception of any equipment or any sector which is subject to an embargo by the United Nations, the European Union or France, all goods, works, plants, consulting services and non-consulting services are eligible for AFD financing regardless of the country of origin of the supplier, contractor, subcontractor, consultant or subconsultant inputs or resources used in the implementation processes. The Contracting Authority means the Purchaser, the Employer, the Client, as the case may be, for the procurement of goods, works, plants, consulting services or non-consulting services.
2. Natural or legal Persons¹ (including all members of a joint venture or any of their suppliers, contractors, subcontractors, consultants or subconsultants) shall not be awarded an AFD-financed contract if, on the date of submission of an application, a bid or a proposal, or on the date of award of a contract, they:
 - 2.1 Are bankrupt or being wound up or ceasing their activities, are having their activities administered by the courts, have entered into receivership, or are in any analogous situation arising from a similar procedure;
 - 2.2 Have been:
 - a) convicted, within the past five years by a court decision, which has the force of res judicata in the country where the contract is implemented, of fraud, corruption or of any other offense committed during a procurement process or performance of a contract, unless they provide supporting information together with their Statement of Integrity (Form available as Appendix to the Application, Bid or Proposal Submission Form) which shows that this conviction is not relevant in the context of the Contract;
 - b) subject to an administrative sanction within the past five years by the European Union or by the competent authorities of the country where they are constituted, for fraud, corruption or for any other offense committed during a procurement process or performance of a contract, unless they provide supporting information together with their Statement of Integrity (Form available as Appendix to the Application, Bid or Proposal Submission Form) which shows that this sanction is not relevant in the context of the Contract;
 - c) convicted, within the past five years by a court decision, which has the force of res judicata, of fraud, corruption or of any other offense committed during the procurement process or performance of an AFD-financed contract;
 - 2.3 Are listed for financial sanctions by the United Nations, the European Union and/or France for the purposes of fight-against-terrorist financing or threat to international peace and security;
 - 2.4 Have been subject within the past five years to a contract termination fully settled against them for significant or persistent failure to comply with their contractual obligations during contract performance, unless this termination was challenged and dispute resolution is still pending or has not confirmed a full settlement against them;

¹ Means any Person whether natural or legal, firm, company, corporation, government, state or state agency or any association, or group of two or more of the foregoing (whether or not having separate legal status).

- 2.5 Have not fulfilled their fiscal obligations regarding payments of taxes in accordance with the legal provisions of either the country where they are constituted or the Contracting Authority's country;
 - 2.6 Are subject to an exclusion decision of the World Bank and are listed on the website <http://www.worldbank.org/debarr>, unless they provide supporting information together with their Statement of Integrity (Form available as Appendix to the Application, Bid or Proposal Submission Form) which shows that this exclusion is not relevant in the context of the Contract;
 - 2.7 Have created false documents or committed misrepresentation in documentation requested by the Contracting Authority as part of the procurement process of the Contract.
3. State-owned entities may compete only if they can establish that they (i) are legally and financially autonomous, and (ii) operate under commercial law. To be eligible, a state-owned entity shall establish to AFD's satisfaction, through all relevant documents, including its Charter and other information AFD may request, that it: (i) is a legal entity separate from their state (ii) does not currently receive substantial subsidies or budget support; (iii) operates like any commercial enterprise, and, inter alia, is not obliged to pass on its surplus to their state, can acquire rights and liabilities, borrow funds and be liable for repayment of its debts, and can be declared bankrupt.

III - Special conditions of contract

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(a) and 3.1: Applicable law	The Contract shall be construed in accordance with the law of ECOWAS
1.1(q): Services	Not Applicable
4.1: Language	The language is: English.
6.1 and 6.2: Communications	The addresses are: <u>Client :</u> To : Directeur Exécutif de l'ARAA Agence Régionale pour l'Agriculture et l'Alimentation (ARAA/CEDEAO) 83 rue de la Pâture, Super Taco Lomé, TOGO Tel : +228 22 21 40 03 Mail : osalifou@araa.org, copie à byerima@araa.org <u>Consultant :</u> _____ _____ <u>Attention :</u> _____ <u>Fax:</u> _____ <u>Email:</u> _____
8.1: Authority of member in charge	<i>[Note: If the Consultant consists only of one entity, state "N/A";</i> <i>OR</i> <i>If the Consultant is a Joint Venture consisting of more than one entity, the name of the JV member whose address is specified in Sub-Clause SCC 6.1 should be inserted here.]</i> The Lead Member on behalf of the JV is: _____ _____ <i>[insert name of the member]</i>
9.1: Authorized representatives	The Authorized Representatives are: For the Client: Ousseini SALIFOU, Executive Director of ARAA For the Consultant: _____ <i>[name, title]</i>
11.1: Effectiveness of Contract	The Contract shall come into force at the date of Contract signature . There is no effectiveness condition.

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
12.1: Termination of Contract for failure to become effective	Not Applicable
13.1: Commencement of Services	The Services shall start on: _____ <i>[insert Date of Contract signature OR (Date) OR specify (number of days) after the Contract signature.]</i>
14.1: Expiration of Contract	The time period shall be: 4 months
18.2: New Sub-Clause - Suspension or termination on the grounds of the security of the Consultant's Experts	If it considers that the physical integrity of its Experts, in connection with the performance of the Contract, is seriously and imminently threatened, the Consultant shall have full discretion to decide, without prior notice, to demobilise its Experts from the area where the Contract is performed and/or the dangerous area, and may immediately suspend all or part of the performance of the Contract. The Consultant shall promptly inform the Client. The Consultant shall, within a maximum period of seven (7) days from its decision, provide written proof to the Client that its decision complies with the terms of the first paragraph above. It shall specify the reasons for its decision, the foreseeable consequences for the Contract, the measures proposed to mitigate these consequences and the costs resulting from this suspension and/or demobilisation. If the Client disputes the justification submitted by the Consultant for its decision, it shall give notice of its position, in writing, stating its reasons, within a maximum period of fourteen (14) days. Except in the event of a dispute, the Client shall reimburse, within a reasonable limit, the direct costs resulting from such suspension, demobilisation and/or remobilisation of the Consultant's Experts, it being agreed that the amount of the reimbursable expenses and the repayment procedures shall be jointly agreed between the Parties. The Consultant shall continue to perform, to the fullest extent possible, its obligations under the Contract and take all reasonable measures to mitigate the consequences of any demobilisation and possible suspension of the services. The Client and the Consultant shall discuss such measures in order to reach an agreement on the adjustments to be made to the continuation of the Services. In the event the Services are resumed, the term thereof shall be extended by an amendment in accordance with Clause 16 above, for a period equivalent to the duration of the suspension. If the suspension period exceeds sixty (60) consecutive days from the date of effective suspension notified by the Consultant, the Contract may be terminated

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	by either Party under Sub-Clauses 19.1.1(d) or 19.2(b). In such case, Sub-Clause 19.5(b) shall apply.
20.2: Law applicable to Services	The Consultant commits to meet the AFD's eligibility criteria as listed under Attachment 2 of the General Conditions of Contract. This undertaking also applies to the Experts and Subconsultants.
20.3: New Sub-Clause - Permanent establishment	In the event of a legal or regulatory obligation for the Consultant to have a permanent establishment in the Client's country for the performance of the Contract, the Consultant shall provide the Client with proof of existence, or at least proof of process commencement for creating or registering such a permanent establishment in the Client's country, and the legal relationship with the Consultant, within thirty (30) days of the signing of the Agreement. At the end of the creation or registration process, the Consultant shall provide the Client with proof of the existence of such a permanent establishment. The Consultant shall be authorized, during the execution of the Contract, if the legal constraints or local regulations require it, to create or modify the existing Joint Venture, by integrating an existing local subsidiary or by creating a new one by the Consultant (or one of the members of the Joint Venture), without additional cost for the Client. An amendment to the Contract shall be used to formalize these actions.
23.1: Liability of the Consultant	No additional provisions.
24.1: Insurance to be taken out by the Consultant	The insurance coverage against the risks shall be as follows: a) Professional liability insurance, with a minimum coverage of <i>[insert amount (and currency) which should be not less than the total Contract amount]</i>; b) Third Party liability insurance, with a minimum coverage in accordance with the Applicable law ; c) Client's liability and workers' compensation insurance for the Consultant's Experts and Subconsultants in accordance with the relevant provisions of the Applicable law in the Client's country, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate.
27.1: Proprietary rights in reports and records	The produced documents remain the property of the Client.
27.2 :	The Consultant shall not use these documents for purposes unrelated to the Contract without the prior written approval of the Client.
41: Ceiling amount (time-based) or Contract price (lump-sum)	The expenses related to the Consultancy Services will be at a global and lump-sum price. Expenses related to Security Measures will be reimbursed at the actual cost on supporting documents.

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	The Contract price is: _____ [insert amount and currency for each currency] exclusive of taxes.
42.3 :	Price adjustment on the remuneration does not apply.
43.1 and 43.2: Taxes and duties	The payment of taxes and duties applicable to the Contract are the responsibility of the Consultant.
45.1(c): The lump-sum Installment payments	The payment schedule: 1^{er} payment : ... Euros (... €), corresponding to 40% of the price of the Consultancy Services upon delivery of the methodological framework note deemed acceptable by the Client 2^{ème} paiement : ... Euros (... €), corresponding to 40% of the price of the Consultancy Services upon delivery of the Deliverables of Phase I deemed acceptable by the Client Paieement final : ... Euros (... €), corresponding to 20% of the price of the Consultancy Services upon delivery of the Deliverables of Phase II deemed acceptable by the Client Expenses related to Security Measures will be paid upon submission of separate invoices accompanied by supporting documents.
45.1(e):	The accounts are: For Foreign Currency: <i>[insert account]</i>. For Local Currency: <i>[insert account]</i>.
46.1: Interest on delayed payments	The interest rate is: 10 %
46.2: Damages	50 Euros per Day for late delivery of each expected Deliverable shall be due by the Consultant as Delay Damages.
49: Dispute resolution	Disputes shall be settled by arbitration in accordance with the following provisions: 5. <u>Selection of the Arbitrator</u>: Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator, in accordance with the following provisions: The Parties may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the Proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to the Federation Internationale des Ingenieurs-Conseil (FIDIC) of Lausanne, Switzerland for a list of not fewer than five (5) nominees and, on receipt of such list, the Parties shall alternately strike names therefrom, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, the FIDIC shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	6. <u>Rules of Procedure</u>: Except as otherwise stated herein, arbitration proceedings shall be conducted in accordance with the rules of procedure for arbitration of the United Nations Commission on International Trade Law (UNCITRAL) as in force on the date of the Contract. 7. <u>Nationality and Qualifications of the Arbitrator</u>: The sole arbitrator appointed shall be an internationally recognized legal or technical expert with extensive experience in relation to the matter in dispute and shall not be a national of the Consultant's home country (or of the home country of any of their members or Parties in case of Joint Venture) or of the Client's country. For the purposes of this Clause, "home country" means any of: e) The country of constitution of the Consultant or of any of their members or Parties; or f) The country in which the Consultant's or any of their members' or Parties' principal place of business is located; or g) The country of nationality of a majority of the Consultant's or of any members' or Parties' shareholders; or h) The country of nationality of the Subconsultants concerned, where the dispute involves a subcontract. 8. <u>Miscellaneous</u>: In any arbitration proceeding hereunder: d) Proceedings shall, unless otherwise agreed by the Parties, be held in <i>[select a country which is neither the Client's country nor the Consultant's country]</i>; e) The English language shall be the official language for all purposes; and f) The decision of the sole arbitrator shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.

IV - Appendices

APPENDIX A – Terms of Reference

[This Appendix shall include the final Terms of Reference (TORs) (on the basis of Section 7 of the RFP) worked out by the Client and the Consultant during the negotiations; dates for completion of various tasks; location of performance for different tasks; detailed reporting requirements; Client's input, including counterpart personnel assigned by the Client to work on the Consultant's team; specific tasks that require prior approval by the Client.

For time-based Contracts, specify: the hours of work for Key Experts; travel time to/ from the Client's country; entitlement, if any, to leave pay; public holidays in the Client's country that may affect Consultant's work; etc.]

APPENDIX B – Consultant's technical Proposal including methodology and Key Experts

[Insert the Consultant's technical Proposal and finalized during the Contract's negotiations. Attach the CVs (updated and signed by the respective Key Experts) demonstrating the qualifications of Key Experts.]

APPENDIX C – Breakdown of Contract Price

[Insert the tables with the Breakdown of the Contract Price(s). The tables shall be based on forms FIN-2, FIN-3 and FIN-4 of the Consultant's financial Proposal and shall reflect any changes agreed at the Contract negotiations, if any.

For time-based Contract, all reimbursable expenses shall be reimbursed at actual cost, unless otherwise explicitly provided in this Appendix, and in no event shall reimbursement be made in excess of the Contract amount. Conditions and allowance for reimbursable expenses to be eligible for payment may be specified here consistently with SCC 42.1.]