

**COMISSÃO DA CEDEAO**

**COMMISSION DE LA CEDEAO**

Agence Régionale pour l'Agriculture et l'Alimentation  
ARAA



**ECOWAS COMMISSION**

Regional Agency for Agriculture and Food  
RAAF

## **REGIONAL OPEN TENDER**

**Reference: N°ARAA/BUDGET/PROJETS/2024/AOR/001**

### **SELECTION OF SERVICE PROVIDER(S) FOR**

**IMPLEMENTATION OF STANDARD ORDER CONTRACTS FOR THE DESIGN AND  
PRODUCTION OF THE RAAF'S COMMUNICATION AND VISIBILITY TOOLS AND  
PROJECTS (print products, institutional films, photo reports, etc.)**

**Customer :** Economic Community of West African States Commission - ECOWAS, via the Regional Agency for Agriculture and Food (RAAF)

**Country** 15 ECOWAS member states, Chad and Mauritania

**Project** RAAF and its Projects (Stock II, FSRP, PAE, PAOP3, PRISMA, PRIMA, AIC, SyRIMAO etc.)

**Funding** RAAF Budget and Project Budgets as appropriate

**September 2024**

## Contents

### **PART ONE - TENDERING PROCEDURES**

#### **Section I. Instructions to bidders (IB)**

This Section provides bidders with the information they need to prepare their bids. It also includes information on bidding, bid opening and evaluation, and contract award. **The provisions contained in this Section I are not to be modified.**

#### **Section II. Specific details of the call for tenders**

This Section sets out the provisions specific to each procurement, which complement the information or conditions contained in Section I, Instructions to Tenderers.

#### **Section III: Evaluation and qualification criteria**

This Section indicates the criteria to be used to determine the lowest evaluated bid and whether the Bidder is qualified to perform the Contract.

#### **Section IV. Submission forms**

This Section contains templates of the forms to be submitted with the bid: the bid form, the price schedule, the bid guarantee.

#### **Section V. Eligibility criteria**

This section indicates the origin criteria to be met and the countries meeting these criteria.

#### **Section VI. AFD Rules: Fraudulent and Corrupt Practices - Environmental and Social Responsibility.**

### **PART TWO - SUPPLY SPECIFICATIONS**

#### **Section VII: Bill of quantities and delivery schedule**

This Section includes the list of supplies and related services, the delivery and completion schedule, technical specifications, and drawings describing the goods and related services to be provided.

### **PART THREE - GENERAL AND SPECIAL TERMS AND CONDITIONS OF CONTRACT**

#### **Section VIII. Standard purchase order contract**

This Section sets out the clauses specific to each contract.

#### **Section IX. Annexes to the Contract**

#### **Section X. Contract forms**

This Section contains the Agreement Form, which, when completed, incorporates any corrections or modifications to the accepted offer in relation to the modifications permitted by the Instructions to Tenderers, the General and Special Conditions of Contract.

The Advance Payment Guarantee form, if applicable, will be completed only by the successful Bidder after Contract award, as required.

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## **PART ONE**

### **Tender procedures**

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## Section I. Instructions to bidders

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## Section I. Instructions to bidders

### A. General

#### 1. Purpose of Contract

1.1 In support of the tender indicated in the Bid Data Sheet (BDS), the Contracting Authority, as indicated in the Bid Data Sheet, hereby issues these Bidding Documents for the procurement of the supplies and related services specified in Section IV, Schedule of Quantities and Delivery Schedules. The name, identification number and number of lots covered by the Regional Tender (RT) are given in the Bid Data Sheet.

1.2 Throughout these Tender Documents :

- a) The term "in writing" means communicated in written form with acknowledgement of receipt;
- b) If the context requires, the singular refers to the plural, and vice versa; and
- c) The term "day" refers to a calendar day;
- d) The term "**Technical and Financial Partner (TFP)**" refers to donors (banks, agencies, funds, cooperatives, etc.) who provide technological and financial support (grants, donations, loans, credits, etc.) for the implementation of projects and programs;
- e) "**Contracting Authority**" means the Commission of the ECOWAS Commission or any other Authority delegated by the President of the Commission to legally bind the Contracting Entity and to ensure the performance of the contract;

#### 2. Source of funding

2.1 The Contracting Authority, of whose name and country appear in the **Tender Documents**, has mobilized funds from Technical and Financial Partners in order to finance the project described in the Tender Particulars. The ECOWAS Commission intends to make authorized payments under the contract for which this Regional Tender is issued, the name and subject of which are specified in the Tender Data Sheet.

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<b>3. Fraud and corruption</b>	<p>3.1 It is the policy of the ECOWAS Commission to require bidders participating in contracts to observe the highest ethical standards in the award and execution of the Contract.</p> <p>3.2 In application of this policy, the ECOWAS Commission defines the following terms as follows:</p> <ul style="list-style-type: none"> <li>a) "Bribery" means offering, giving, agreeing to or soliciting anything of value for the purpose of influencing the action of an official in the process of awarding and performing the Contract, and covers in particular bribery and extortion or coercion involving threats of injury to person, property or reputation;</li> <li>b) "Fraudulent Maneuvers" means a misrepresentation of facts with the aim of influencing the procurement process or the performance of the Contract to the detriment of the Contracting Authority, and includes collusion between bidders or between bidders and the Contracting Authority (before or after submission of bids) with a view to fixing bid prices at artificial and non-competitive levels and depriving the Contracting Authority of the benefits of free and open competition.</li> </ul> <p>3.3 The ECOWAS Commission, following its own investigations and conclusions, carried out in accordance with its procedures:</p> <ul style="list-style-type: none"> <li>a) will reject an award proposal if it is established that the recommended Bidder has engaged in bribery or fraudulent practices in the competition for the Contract in question;</li> <li>b) will declare a company ineligible, either indefinitely or for a specified period, to participate in ECOWAS Commission contracts if, at any time, the company has engaged in corruption or fraudulent maneuvers during the award procedure or execution of the Contract. In this case, the company will be banned from participating in contracts for a period determined by the ECOWAS Commission.</li> </ul> <p>3.5 The ECOWAS Commission shall have the right to inspect the accounts and records of contract holders relating to the execution of the said contract and to have them audited by auditors appointed by the ECOWAS Commission.</p> <p>3.6 All communications between the Bidder and the Contracting Authority concerning allegations of fraud or corruption must be in writing.</p>
<b>4. Candidates admitted to compete</b>	<p>4.1 Bidders may be individuals, private entities, public entities (subject to the provisions of clause 4.5 of the IB) or any combination thereof with a formal willingness to enter into an agreement or having entered into a grouping, consortium or association agreement. In the case of a grouping, consortium or association, unless otherwise specified in the Bid Data Sheet, all member parties are jointly and severally liable for the performance of the Contract in accordance with its terms. The consortium shall appoint an Agent with power to represent all its members during the tender process, and in the event of the Contract being awarded to the consortium, during the performance of the Contract.</p> <p>4.2 This Tender is open to all suppliers meeting the eligibility criteria defined in the applicable ECOWAS regulations and the eligibility criteria of its Technical and Financial Partners (TFPs), subject to the provisions below.</p> <p>4.3 A bidder may not be in a situation of conflict of interest. Any bidder deemed to be in a situation of conflict of interest shall not be admitted to compete for the Contract. A Tenderer (including all members of a grouping, consortium or</p>

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association of companies and all subcontractors of the Tenderer) may be deemed to be in a situation of conflict of interest if it is associated, or has been associated in the past, with a company (or affiliates of a company) which has provided consultancy services for the preparation of specifications, plans, calculations and other documents used in connection with contracts awarded under this Tender.

- 4.4 A company that is the subject of a declaration of exclusion issued by ECOWAS or its Technical and Financial Partners under a Declaration of Bid Security, and in accordance with clause 3 of the IB, on or after the deadline for receipt of bids, shall be disqualified.
- 4.5 Public companies can only participate if they are legally and financially autonomous, if they are managed according to the rules of commercial law and if they are not under the authority (direct or indirect) of any country.
- 4.6 Bidders shall provide such documentation as the Contracting Authority may reasonably request to establish to the Contracting Authority's satisfaction that they continue to be eligible to compete.

**5. Supplies and related services meeting origin criteria**

- 5.1 All supplies and related services covered by this contract must come from countries meeting the defined origin criteria (see Section V, Eligibility criteria).
- 5.2 For the purposes of this clause, the term "supplies" means products, raw materials, machinery, equipment and industrial facilities; and the term "related services" means services such as initial maintenance, insurance, transportation, installation and training.
- 5.3 The term "country of origin" means the country where the supplies are extracted, grown, cultivated, produced, manufactured or processed; or the country where a manufacturing, processing or assembly process of important and integrated components results in a marketable article whose basic characteristics are substantially different from those of its imported components.
- 5.4 The nationality of the company producing, assembling, distributing or selling the supplies does not determine their origin.
- 5.5 If required by the Bid Data Sheet, the Bidder shall provide proof that it is duly authorized by the manufacturer of the goods to supply, in the country where the contract is executed, the goods specified in its bid.

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## B. Contents of tender documents

**6. Sections of the Tender Documents**

6.1 The Tender Documents comprise Parts 1, 2 and 3, which include all the sections listed below. It must be interpreted in the light of any addenda issued in accordance with clause 8 of the IB.

**PART ONE: Tender procedures**

- Section I. Instructions to bidders (IB)
- Section II. Bid Data Sheet (BDS)
- Section III. Evaluation and qualification criteria
- Section IV. Submission forms
- Section V. Eligibility criteria
- Section VI. AFD rules: Fraudulent and corrupt practices - Environmental and Social Responsibility

**PART TWO: Conditions of supply**

- Section VII. Bill of Quantities, Delivery Schedules and Technical Specifications

**PART THREE: General and special conditions of contract**

- Section VIII. **Standard purchase order contract**
- Section IX. Annexes to Contract
- Section X. Contract Forms

6.2 The tender notice published by the Contracting Authority does not form part of the Tender Documents.

6.3 The Contracting Authority cannot be held responsible for the integrity of the Bidding Documents and any addenda thereto, if they have not been obtained directly from it. In case of contradiction, the documents directly obtained from the Purchaser shall prevail.

6.4 The Bidder shall review all instructions, forms, conditions and specifications contained in the Bidding Documents. It is the Bidder's responsibility to provide all information and documents requested in the Bidding Documents. Failure to do so may result in rejection of the bid.

**7. Clarifications to tender documents**

7.1 Any prospective bidder requiring clarification of the documents shall contact the Contracting Authority, in writing, at the Contracting Authority's address indicated in the Bid Data Sheet. The Contracting Authority will reply in writing to any request for clarification received no later than fourteen (14) calendar days before the deadline for submission of tenders. It will send a copy of its reply (indicating the question asked but without mentioning the author) to all potential candidates who have obtained the Bidding Documents directly from it. Should the Contracting Authority deem it necessary to amend the Tender Documents as a result of the clarifications provided, it will do so in accordance with the procedure stipulated in clause 8 and article 24.2 of the IB.

**8. Changes to tender documents**

8.1 The Contracting Authority may, at any time prior to the deadline for submission of bids, modify the bidding documents by issuing an addendum.

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8.2 Any published addendum shall be considered an integral part of the Bidding Documents and shall be communicated in writing to all those who have obtained the Bidding Documents directly from the Contracting Authority.

8.3 In order to allow prospective bidders a reasonable period of time to take account of the addendum in the preparation of their bids, the Contracting Authority may, at its discretion, extend the deadline for submission of bids in accordance with paragraph 24.2 of the IB.

### **C. Preparing bids**

**9. Submission fees**

9.1 All costs incurred in the preparation and submission of the bid shall be borne by the bidder, and the Contracting Authority shall not be liable or obliged to pay any such costs, irrespective of the progress and outcome of the bidding process.

**10. Language of the Bid**

10.1 The Bid and all correspondence and documents relating to the tender exchanged between the Tenderer and the Contracting Authority shall be in one of the official languages of ECOWAS. Additional documents and prints provided by the Bidder as part of the bid may be written in another language provided they are together with a translation into one of the official languages of ECOWAS, in which case, for the purposes of interpreting the bid, the translation shall prevail.

**11. Bidding documents**

11.1 The bid shall include the following documents:

- a) The tender form and applicable price schedules (see section IV), completed in accordance with the provisions of clauses 12, 14 and 15 of the IB;
- b) The tender guarantee drawn up in accordance with the provisions of clause 21 of the IB;
- c) Variants, if their submission is permitted, in accordance with the provisions of clause 13 of the IB;
- d) Written confirmation of the authority of the person signing the bid to bind the Bidder, in accordance with the provisions of clause 22 of the IB;
- e) Documents certifying, in accordance with the provisions of clause 16 of the IS, that the Tenderer is eligible to compete;
- f) Documents certifying, in accordance with the provisions of Clause 17 of the IB, that the Supplies and related services to be provided by the Bidder meet the origin criteria;
- g) Documents certifying, in accordance with the provisions of clauses 18 and 30 of the IB, that the Supplies and related services comply with the Tender Documents;
- h) Evidence in accordance with the provisions of Clause 19 of the IB that the Bidder is qualified to perform the Contract if its bid is successful; and
- i) Any other document stipulated in the Bid Data Sheet.

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<b>12. Bid form, Declaration of Integrity and price lists</b>	<p>12.1 The Bidder shall submit its bid by completing the bid form provided in Section IV, Declaration of Integrity, Bid Forms, without making any changes to its format, and no other format will be accepted. All sections must be completed in such a way as to provide the information requested, including:</p>
	<ul style="list-style-type: none"> <li>a) the Bidding Documents and the serial number of each addendum received;</li> <li>b) a brief description of the proposed supplies and related services;</li> <li>c) total bid price ;</li> <li>d) any discounts offered and the method of their application;</li> <li>e) the period of validity of the offer;</li> <li>f) a declaration of the bidder's nationality;</li> <li>g) a declaration that the Bidder, including all constituent parts of the Bidder, is not participating as a Bidder in more than one bid in this bidding process, except for variants permitted under clause 13 of the IB;</li> <li>h) confirmation that the Bidder is not the subject of a declaration of exclusion by ECOWAS or its Technical and Financial Partners;</li> <li>i) a statement of any fees or commissions paid by the Bidder, as well as any benefits in kind or in cash granted to any person in connection with or in connection with the preparation of the bid, and, if applicable, the performance of the Contract;</li> <li>j) the signature of an authorized representative.</li> </ul>
	<p>12.2 The Bidder shall submit price schedules for supplies and related services, according to their origin, if any, using the forms in Section IV, Bid Forms. These forms shall include, as required:</p>
	<ul style="list-style-type: none"> <li>a) the item's serial number;</li> <li>b) a brief description of the supplies or related services to be provided;</li> <li>c) the country of origin of the supplies and the proportion of national components in the product or service for supplies manufactured in one of the member countries of the ECOWAS Commission;</li> <li>d) quantity;</li> <li>e) unit prices;</li> <li>f) customs duties and other taxes paid or due in the country where the contract is performed;</li> <li>g) total price per item;</li> <li>h) subtotals and totals by price list, and</li> <li>i) the signature of an authorized representative.</li> </ul>
<b>13. Variants</b>	<p>13.1 Unless otherwise specified in the Bid Data Sheet, variants will not be considered.</p>
<b>14. Bid prices and discounts</b>	<p>14.1 Prices and discounts quoted by the Bidder on the Bid Form and Price Schedules shall be in accordance with the following stipulations.</p>

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14.2 All items on the supply list must be listed and priced separately on the price lists. If a price schedule lists items without prices, their prices will be assumed to be included in those of other items. Items not included in the price list will be assumed not to be included in the bid, and if the bid is substantially compliant, the corresponding revision will be made in accordance with clause 31.3 of the IB.

14.3 The price to be indicated on the Bid Form, in accordance with the provisions of clause 12.1(c) of the IB, will be the total bid price, excluding any discounts.

14.4 The Bidder shall indicate any unconditional discount and the method of application of such discount on the Bid Form in accordance with the provisions of IB Clause 12.1(d).

14.5 The terms "EXW, CIF, CIP" and other similar terms shall be governed by the rules prescribed in the latest edition of Incoterms published by the International Chamber of Commerce on the date of the Tender or on the date specified in the Tender Data Sheet.

14.6 The prices proposed in the price schedule forms for supplies and related services will be broken down, where applicable, and presented as follows:

A. Supplies originating from an ECOWAS member country:

i) the price of the supplies EXW (at the plant, factory, showroom, warehouse or sales outlet, as the case may be), including all customs duties, sales or other taxes already paid or to be paid:

a) on components or raw materials used in the manufacture or assembly of supplies for which factory prices are quoted; or

b) on previously imported supplies of foreign origin whose prices are given at the showroom, warehouse or sales outlet;

ii) sales taxes and other taxes levied in any of the ECOWAS member countries that will be due on supplies if the Contract is awarded;

iii) the price of inland transport, insurance and other local costs relating to the delivery of supplies to their final destination, if such transport is specifically mentioned in the Bid Data Sheet;

iv) the price of other related services, if any, as mentioned in the Bid Data Sheet;

B. Supplies originating in a foreign country:

i) the price of supplies CIF (port of destination) or CIP (place of destination) in one of the ECOWAS member countries, as stipulated in the Bid Data Sheet. The Bidder may use any transport company meeting the eligibility criteria to establish its price. The same applies to the insurance of supplies;

ii) the price of the supplies FOB named port of shipment (or FCA, as the case may be), if mentioned in the Bid Data Sheet;

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- (iii) the CFR port of destination (or CPT, as the case may be) supply price, if specified in the Particulars.
- iv) the price of inland transport, insurance and other local costs relating to the delivery of supplies from the port of disembarkation to their final destination, if such transport is specifically mentioned in the Bid Data Sheet;
- v) the price of other related services, if any, as mentioned in the Bid Data Sheet.

14.7 Prices offered by the Bidder shall be firm for the duration of the Bidder's performance of the Contract and may not vary in any way, unless otherwise stipulated in the Bid Data Sheet. A bid containing a price revision clause will be considered non-compliant and will be rejected, in application of clause 30 of the IB. However, if the Bid Data Sheet stipulates that prices will be subject to revision during the period of performance of the Contract, a firm price bid will not be rejected, but the revision coefficient will be considered to be equal to zero.

14.8 Clause 1.1 may stipulate that the Tender be issued for a single contract or for a group of contracts (lots). Unless otherwise specified in the BDS, prices quoted must correspond to all (100%) of the items in each lot, and to all (100%) of the quantity indicated for each item. Bidders wishing to offer a price reduction in the event of the award of more than one contract shall specify the reductions applicable to each group of lots or to each contract in the group of lots. Price reductions or rebates granted will be offered in accordance with clause 14.4, provided however that bids for all lots are submitted and opened at the same time.

**15. Bid currencies**

15.1 Bid prices will be denominated in the following currencies:

For supplies and related services originating from one of the ECOWAS member countries, prices will be denominated in the currency of one of the ECOWAS member countries, or in the currency of the bidder's choice.

a) For supplies and related services originating in countries other than that of the Contracting Authority, or for imported parts or components of supplies and related services originating in countries other than that of the Contracting Authority, prices shall be denominated in the currency of a member country, widely used in international trade. In addition, a bidder who expects to incur part of the expenses connected with the performance of the Contract in more than one currency, and who wishes to be paid accordingly, shall indicate this in his bid. In this case, either (i) the bid will be in several currencies, the total of the different amounts constituting the total price, or (ii) the total bid price will be denominated in a single currency and the payments required in other currencies will be expressed as a percentage of the bid price, together with the rate used for this calculation.

For the purposes of this clause, the European Monetary Unit (Euro) is considered as an eligible currency.

**16. Documents certifying that the applicant is**

16.1 In order to establish that it is eligible to compete under the provisions of clause 4 of the IB, the Bidder shall complete the declarations of eligibility contained in the Bid Form, included in Section IV, Bid Forms.

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**eligible to  
compete**

**17. Documents certifying that supplies and related services meet origin criteria**

17.1 In order to establish that the supplies and related services meet the origin criteria, in application of the provisions of clause 5 of the IB, Bidders shall complete the declarations indicating the country of origin included in the price schedules, included in Section IV, Bid Forms.

**18. Documents attesting to the conformity of supplies and related services with the tender documents**

18.1 To establish the conformity of supplies and related services to the Bidding Documents, the Bidder shall provide as part of its bid the supporting documents specified in Section VII, Schedule of Quantities and Delivery Schedules.

18.2 Supporting documents may take the form of prospectuses, drawings or data and shall include a detailed description of the principal technical and performance characteristics of the supplies and related services, demonstrating that they substantially correspond to the specifications and, where applicable, a list of reservations and deviations from the provisions of Section VII, Schedule of Quantities and Delivery Schedules.

18.3 Standards which apply to methods of execution, manufacturing processes, equipment and materials, as well as references to brand names or catalog numbers specified by the Contracting Authority on the Schedule of Quantities and Delivery Schedules, are mentioned by way of indication only and are in no way restrictive. The Tenderer may substitute other quality standards, brand names and/or catalog numbers, provided that it establishes to the satisfaction of the Contracting Authority that the standards, brand names and numbers so substituted are substantially equivalent to or better than the specifications in the Schedule of Quantities and Delivery Schedules.

**19. Documents attesting to the bidder's qualifications**

19.1 To establish that it possesses the qualifications required to perform the Contract, the Bidder shall provide the supporting documents requested for each qualification criterion specified in Section III, Evaluation and Qualification Criteria.

**20. Bid validity period**

20.1 Bids shall remain valid for the period specified in the Bid Data Sheet after the deadline for submission set by the Contracting Authority. A bid valid for a shorter period will be considered non-compliant and rejected by the Contracting Authority.

20.2 Exceptionally, before the expiry of the bid validity period, the Contracting Authority may ask bidders to extend the validity period of their bid. Requests and responses must be made in writing. If a bid security is requested in application of clause 21 of the IB, its validity will be extended for a corresponding period. A bidder may refuse to extend the validity of his bid without forfeiting his bid security. A bidder who agrees to such an extension will not be asked to, nor will he be permitted to, modify his bid, subject to the provisions of clause 20.3 of the IB.

20.3 In the case of firm price contracts, if the award is delayed for more than fifty-six (56) days, beyond the initial deadline for expiry of the validity of the bid, the Contract price will be revised by a factor specified in the request for extension. The evaluation of bids will be based on the bid price without taking into account the above-mentioned revision.

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**21. Tender guarantee**

21.1 Unless otherwise specified in the Bid Data Sheet, the Bidder shall provide an original Declaration of Guarantee or Bid Security as an integral part of its bid. The amount of the Bid Security and the currency in which it will be denominated will be specified in Section II, Bid Data Sheet.

21.2 Tender security shall be in one of the following forms, at the bidder's option:

- a) a first-demand bank guarantee issued by a bank, insurance company or surety company;
- b) an irrevocable letter of credit ;
- c) a cashier's cheque or certified cheque ;
- d) any other guarantees mentioned in the tender specifications;

all issued by a known source, established in a country meeting the origin criteria. The bid security shall be submitted either on the bid security form shown in Section IV, Bid Forms, or in a substantially similar form. In either case, the form must bear the exact name of the bidder. The bid security will remain valid for thirty (30) days after the expiration of the bid validity period, even if the bid validity period is extended.

21.3 Any bid not together with a Substantially Compliant Bid Security or Bid Security Declaration (particularly with respect to its amount and period of validity), if such security is required pursuant to clause 21.1 of the IB, shall be rejected by the Contracting Authority as non-compliant.

21.4 Bid Securities of unsuccessful bidders shall be returned to them as soon as possible and no later than seven (7) days after the successful Bidder has signed the Contract.

21.5 The successful bidder's bid security will be returned to him as soon as possible after the Contract has been signed.

21.6 The bid guarantee may be forfeited or the Bid Guarantee Declaration implemented:

- a) if the Bidder withdraws its bid within the validity period specified by it in the Bid Form, subject to the provisions of clause 20.2 of the IB; or
- b) If the winning bidder :
  - i) fails to sign the Contract in accordance with clause 43 of the IB;
  - ii) does not accept the corrections made to the price of its offer in application of clause 31. 5.

21.7 The Customer will notify the successful Bidder in writing that its Bid has been accepted. At the same time, the Customer will notify the other Tenderers who took part in the consultation, each as far as they are concerned, of the result of the Tender.

**22. Form and signature of bid**

22.1 The Bidder shall prepare one original of the bid documents as described in IB Clause 11, clearly marked "ORIGINAL". In addition, the Bidder shall submit the number of copies of the bid specified in the Bid Data Sheet, clearly marked "COPY". In the event of discrepancies between the copies and the original, the original shall prevail.

22.2 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the bidder. This authorization shall consist of a written confirmation as specified

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in the Bid Data Sheet, which shall be attached to the bid. The name and title of each person signing the authorization must be typed or printed under the signature. All pages of the tender, except for unmodified publications, must be initialed by the person signing the tender.

Bids submitted by joint ventures must be signed on behalf of the joint venture by an authorized representative of the joint venture in such a way as to bind all the members of the joint venture and must include the power of attorney of the joint venture's representative signed by the persons authorized to sign on behalf of the joint venture. If, at the time of submission of the Tender, the consortium does not yet exist as a legal entity, the Tender must be signed by each member of the proposed consortium.

22.3 To be valid, any additions between lines, erasures or overwriting must be signed or initialed by the person signing.

#### **D. Bid submission and bid opening**

##### **23. Sealing and marking of bids**

23.1 The Bidder shall place the original of its bid and each of its copies, including any variants authorized pursuant to clause 13 of the IB, in separate sealed envelopes marked "ORIGINAL" or "COPY", as appropriate. All these envelopes will be placed in the same sealed outer envelope.

23.2 Inner and outer envelopes :

- Will be addressed to the Contracting Authority in application of clause 24.1 of the IB;
- will mention the name of the project and the specific tender identification number indicated in the Data Sheet;
- specify not to open them before the date and time set for the opening of bids in application of clause 24.1

23.3 The inner envelopes shall also bear the name and address of the tenderer so as to enable the Contracting Authority to return the sealed tender if it has been declared out of time in accordance with clause 25.1 of the IB.

23.4 If the outer envelope is not sealed and marked as stipulated, the Contracting Authority shall not be liable in any way if the tender is mislaid or opened prematurely.

##### **24. Deadline for submission of bids**

24.1 Bids must be received by the Contracting Authority at the address indicated in the Bid Data Sheet and no later than the date and time specified in the Bid Data Sheet.

24.2 The Contracting Authority may, at its discretion, extend the deadline for submission of bids by amending the Bidding Documents pursuant to IB Clause 8, in which case all rights and obligations of the Contracting Authority and Bidders governed by the earlier deadline shall be governed by the new deadline.

##### **25. Late bids**

25.1 The Contracting Authority will not consider any bid received after the deadline for submission of bids, in accordance with clause 24 of the IB. Any bid received by the Contracting Authority after the deadline for submission of bids will be declared out of time, rejected and returned to the Bidder unopened.

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**26. Withdrawal, substitution and modification of offers**

26.1 A bidder may withdraw, replace or modify his bid after it has been submitted, by means of a written notification, duly signed by an authorized representative, together with a copy of the authorization pursuant to clause 22.2 of the IB (except in the case of withdrawal notifications). The corresponding modification or replacement offer must be attached to the written notification. All notifications must be :

- a) issued in application of clauses 22 and 23 of the IB (except for notices of withdrawal, which do not require copies). In addition, envelopes must be clearly marked "WITHDRAWAL", "REPLACEMENT OFFER" or "MODIFICATION", as appropriate; and
- b) Received by the Contracting Authority before the closing date and time for submission of tenders in accordance with clause 24 of the IB.

26.2 Tenders which tenderers request to be withdrawn pursuant to clause 26.1 will be returned to them unopened.

26.3 No bid may be withdrawn, replaced or modified between the closing date and time for submission of bids and the date of expiration of the validity specified by the Bidder on the bid form or of expiration of any extension period.

**27. Bid opening**

27.1 The Contracting Authority will open the bids in the presence of designated representatives of bidders who wish to attend, at the date, time and address indicated in the Bid Data Sheet.

27.2 Firstly, envelopes marked "WITHDRAWAL" will be opened and their contents announced aloud, while the envelope containing the corresponding bid will be returned to the Bidder unopened. No bid withdrawal will be allowed if the corresponding notification does not contain a valid authorization of the signatory to request withdrawal and is not read aloud. Subsequently, the envelopes marked "REPLACEMENT BID" will be opened and announced aloud and the corresponding new bid substituted for the previous one, which will be returned unopened to the Bidder. No bid replacement will be authorized if the corresponding notification does not contain a valid authorization of the signatory to request the replacement and is not read aloud. Finally, envelopes marked "MODIFICATION" will be opened and their contents read aloud together with the corresponding bid. No offer modification will be authorized if the corresponding notification does not contain a valid authorization of the signatory to request the modification and is not read aloud. Only bids that have been opened and announced aloud at the bid opening will then be considered.

27.3 All other envelopes will be opened one after the other and the name of the bidder announced aloud, together with any mention of a modification, the price of the bid, including any discounts and any variants, the existence of a bid security if required, and any other details that the Contracting Authority may deem useful to mention. Only discounts and variants announced aloud at the bid opening will be submitted for evaluation. No bid will be rejected at the bid opening, except for bids submitted after the deadline in application of clause 25.1.

27.4 The Contracting Authority will draw up minutes of the bid opening session, which will include at least: the name of the bidder and, if there is a withdrawal, replacement of the bid or modification, the bid price, by lot

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if applicable, including any discounts and variants proposed, and the existence or absence of a bid security if one is required. Tenderers' representatives present will be asked to sign these minutes. The absence of a bidder's signature does not invalidate the minutes or render them inoperative. A copy of the minutes will be distributed to all bidders.

#### **E. Evaluating and comparing bids**

##### **28. Privacy**

- 28.1 No information relating to the examination, evaluation, comparison, and verification of the qualifications of the bidders, and the recommendation for award of the Contract shall be given to the bidders or to any other person not concerned with the said procedure until the award of the Contract has been notified to all bidders.
- 28.2 Any attempt by a bidder to influence the Contracting Authority during the examination, evaluation, comparison of bids and verification of the capacity of candidates or during the award decision may result in the rejection of its bid.
- 28.3 Notwithstanding the provisions of IB Clause 28.2, between the time the bids are opened and the time the Contract is awarded, if a Bidder wishes to contact the Contracting Authority for any reason relating to its bid, it must do so in writing.

##### **29. Clarification of the Bids**

- 29.1 In order to facilitate the examination, evaluation and comparison of bids and the verification of bidders' qualifications, the Contracting Authority is free to ask any bidder for clarification of his bid. No clarification made by a bidder other than in response to a request from the Contracting Authority will be taken into account. Both the Contracting Authority's request for clarification and the response thereto shall be made in writing. No price modification or substantial change to the bid will be requested, offered or permitted, except to confirm the correction of arithmetical errors discovered by the Contracting Authority during the evaluation of bids in application of clause 31 of the IB.
- 29.2 The Bid of a Bidder who fails to provide clarification of its Bid by the date and time specified by the Contracting Authority in its request for clarification shall be liable to rejection.

##### **30. Bid compliance**

- 30.1 The Contracting Authority shall establish the conformity of the tender based on its content alone.
- 30.2 A substantially compliant bid is a bid that complies with all the stipulations, conditions and specifications of the Bidding Documents, without substantial deviation, reservation or omission. A substantial deviation, reservation or omission is characterized as follows:
  - a) it substantially affects the scope, quality or performance of the supplies and related services specified in the Contract; or
  - b) substantially limits, contrary to the Bidding Documents, the rights of the Contracting Authority or the obligations of the Bidder under the Contract; or
  - c) its rectification would unfairly affect the competitiveness of other Bidders submitting substantially compliant bids
- 30.3 The Contracting Authority shall disregard any bid that does not substantially conform to the Bidding Documents and the Bidder may not

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		subsequently make the bid conform by making corrections to the substantial discrepancy, reservation or omission found.
<b>31</b>	<b>Non-conformity, errors and omissions</b>	<p>31.1 If a bid is substantially compliant, the Contracting Authority may tolerate any noncompliance or omission that does not constitute a substantial deviation from the terms of the tender.</p> <p>31.2 If a bid is substantially responsive, the Contracting Authority may request the Bidder to submit, within a reasonable time, the information or documentation necessary to remedy the non-conformity or non-essential omissions found in the bid in connection with the requested documentation. Such omissions may not, under any circumstances, be linked to any element of the bid price. Bidders who fail to comply with this request may have their bids rejected.</p> <p>31.3 If a bid is substantially compliant, the Contracting Authority will correct any non-essential non-conformities or omissions. The bid price will be revised accordingly, for comparison purposes only, taking into account the missing or non-conforming element or component, using the method indicated in the Bid Data Sheet.</p> <p>31.4 If a bid is substantially compliant, the Contracting Authority will rectify arithmetical errors on the following basis:</p> <ul style="list-style-type: none"> <li>a) If there is a discrepancy between the unit price and the total price obtained by multiplying the unit price by the quantities, the unit price will prevail and the total price will be corrected, unless, in the opinion of the Contracting Authority, the decimal point of the unit price is obviously misplaced, in which case the total price indicated will prevail and the unit price will be corrected;</li> <li>b) If the total obtained by adding or subtracting the subtotals is not exact, the subtotals will prevail and the total will be corrected; and</li> <li>c) If there is a discrepancy between the price indicated in words and in figures, the amount in words will prevail, unless this is due to an arithmetical error, in which case the amount in figures will prevail subject to paragraphs (a) and (b) above.</li> </ul> <p>31.5 If the Bidder with the lowest evaluated bid does not accept the corrections made, its bid will be disregarded and its guarantee may be forfeited.</p>
<b>32</b>	<b>Preliminary examination of bids</b>	<p>32.1 The Contracting Authority shall examine the tenders to ensure that all documents and technical documentation requested in clause 11 of the IB have been supplied and are complete.</p> <p>32.2 The Contracting Authority shall confirm that the following documents and information are included in the bid. Should any of these documents or information be missing, the bid will be rejected.</p> <ul style="list-style-type: none"> <li>a) the bid form, including : <ul style="list-style-type: none"> <li>i) a brief description of related supplies and services offered; and</li> <li>ii) the bid price</li> <li>iii) the validity period of the bid</li> </ul> </li> <li>b) price list</li> </ul>

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- c) written confirmation of the signatory's authority to bind the Tenderer; and
- d) bid bond, if applicable.

**33 Examination of conditions, Technical evaluation**

- 33.1 The Contracting Authority shall examine the bid to confirm that all the conditions specified in the General and Special Conditions of Contract have been accepted by the Bidder without substantial deviation or reservation.
- 33.2 The Contracting Authority will evaluate the technical aspects of the bid submitted in accordance with clause 18 of the IB to confirm that all stipulations of Section VII, Schedule of Quantities, Delivery Schedule, of the Bidding Documents, including in particular the technical specifications, have been complied with without any substantial discrepancies or reservations.
- 33.3 If, after examination of the terms and conditions of the Tender and the technical evaluation, the Contracting Authority determines that the tender does not substantially comply with Clause 30 of the IB, it will reject the tender in question.

**34 Conversion into a single currency**

- 34.1 For purposes of evaluation and comparison, the Contracting Authority shall convert all bid prices expressed in various currencies into a single currency, using the selling rate established by the source specified in the Bid Data Sheet, in effect on the date also specified therein.

**35 Margin of preference**

- 35.1 Unless otherwise specified in the Bid Data Sheet, no margin of preference will be granted.

**36 Bid evaluation**

- 36.1 The Contracting Authority will evaluate each of the bids which it has established, at this stage of the evaluation, to be substantially compliant.
- 36.2 In evaluating a bid, the Contracting Authority shall use only the criteria and methods set forth in this clause and in Section III, Evaluation and Qualification Criteria, to the exclusion of all other criteria and methods.
- 36.3 In order to evaluate a bid, the Contracting Authority will take into account the following elements:
  - a) the bid price;
  - b) adjustments made to the price to correct arithmetical errors in application of clause 31.4;
  - c) price adjustments attributable to discounts offered under clause 14.3;
  - d) adjustments made to take account of non-conformities and omissions in application of clause 31.3;
  - e) all the evaluation criteria listed in Section III, Evaluation and qualification criteria;
  - f) adjustments attributable to the application of a margin of preference, in accordance with clause 35 of the IB.
- 36.4 When evaluating the amount of bids, the Contracting Authority shall exclude and not take into account:

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a) in the case of supplies manufactured in one of the ECOWAS member countries or of eligible supplies of foreign origin already in one of these countries, sales taxes or other taxes of the same type due on the amount of the supplies in the event of award of the Contract to the Bidder;

b) in the case of supplies of foreign origin to be imported, customs duties and other similar import duties which will be payable on the supplies in the event of the Contract being awarded;

c) no provision for price revision during the period of performance of the Contract, where this is provided for in the bid.

36.5 In evaluating the amount of the bid, the Contracting Authority may also need to take into consideration factors other than the bid price indicated pursuant to clause 14 of the IB, including the characteristics and performance of the related supplies and services and their terms and conditions of purchase. The factors selected, if any, will be expressed in monetary terms so as to facilitate the comparison of bids, unless otherwise specified in Section III, Evaluation and Qualification Criteria. The factors to be used and the method of application will be indicated in the said Section III.

36.6 If these Bidding Documents permit bidders to quote prices separately for different lots, and permit multiple lots to be awarded to the same bidder, the evaluation method for determining the lowest bid for a set of lots, taking into account any discounts offered in the Bid Form, will be specified in the Bid Data Sheet.

**37 Bid comparison** 37.1 The Contracting Authority shall compare all substantially responsive bids to determine the lowest evaluated bid, pursuant to IB clause 36.3.

**38 Post-verification of bidder's qualifications** 38.1 The Contracting Authority shall ensure that the Bidder selected for submitting the lowest evaluated bid that is substantially in accordance with the provisions of the bidding documents is qualified to perform the Contract satisfactorily.

38.2 This determination will be based on an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder pursuant to IB Clause 19, the clarifications provided pursuant to IB Clause 29, and the qualification criteria set forth in Section III, Evaluation and Qualification Criteria. Factors not listed in Section III will not be considered in the evaluation of the bidder's qualification.

38.3 The award of the Contract to the Bidder is subject to the positive outcome of this determination. Should this not be the case, the bid will be rejected and the Contracting Authority will proceed to examine the second lowest evaluated bid in order to establish in the same way whether the Bidder is capable of performing the Contract satisfactorily.

**39 Right of the Contracting Authority to accept any of the bids and to reject any or all of the bids** 39.1 The Contracting Authority reserves the right to accept or reject any bid, and to cancel the bidding procedure at any time prior to the award of the Contract, without thereby incurring any liability whatsoever to the bidders.

#### **F. Contract award**

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<b>40 Award criteria</b>	40.1 The Contracting Authority shall award the Contract to the Bidder whose bid is evaluated as the lowest evaluated bid and is determined to be substantially responsive to the Bidding Documents, provided that the Bidder is also determined to be qualified to satisfactorily perform the Contract.
<b>41 Contracting Authority's right to modify quantities at time of award of Contract</b>	41.1 At the time of Contract award, the Contracting Authority reserves the right to increase or decrease the quantity of supplies and related services originally specified in Section VII, Schedule of Quantities and Delivery Schedule, provided such change does not exceed the percentages specified in the Bid Data Sheet, and without any change in the unit prices or other terms and conditions of the bid and Bidding Documents.
<b>42 Notification of contract award</b>	42.1 Before the expiration of the bid validity period, the Contracting Authority shall notify the successful Bidder in writing that its bid has been accepted, at the same time as it notifies the other bidders of the results of the Tender.  42.2 Until a formal contract has been drawn up and signed, notification of award shall take the place of the contract.
<b>43 Contract signature</b>	43.1 As soon as possible after notification, the Contracting Authority will send the successful Bidder the Agreement and contract (General and Special Conditions of Contract) contained in the Bidding Documents, including all provisions agreed between the parties.  43.2 Within twenty-eight (28) days of receipt of the Contract, the successful Bidder shall sign, date and return it to the Contracting Authority.

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## Section II. Particulars of the Tender

<b>A. Introduction</b>	
<b>IB 1.1</b>	Tender notice number: <b>N° : ARAA/BUDGET/PROJETS/2024/AOR/001</b>
<b>IB 1.1</b>	Name of Contracting Authority: <b>ECOWAS Commission via the Regional Agency for Agriculture and Food (RAAF).</b>

<b>IB 1.1</b>	<p>Name of RT: <b>Design and production of communication and visibility tools for RAAF, consisting of 5 lots identified below</b></p> <p>RT identification number: <b>ARAA/BUDGET/PROJETS/2024/AOR/001</b></p> <p>Number and identification number of lots covered by this IT:</p> <table border="1"> <thead> <tr> <th>DESCRIPTION</th><th>QUANTITIES</th><th>Origin of products and main raw materials</th><th>Delivery time after RAAF's approval of the proof submitted by the bidder</th></tr> </thead> <tbody> <tr> <td colspan="4" style="text-align: center;"><b>Lot 1: Paper printing</b></td></tr> <tr> <td><b>A 1. general RAAF brochure</b></td><td></td><td></td><td></td></tr> <tr> <td>Number of copies</td><td>1000 copies</td><td></td><td></td></tr> <tr> <td>Additional copies</td><td>50 extra copies</td><td></td><td></td></tr> <tr> <td><b>A2. 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Additional copies	2																																																																																																																																																																																																																											
<b>B. Kakemonos</b>																																																																																																																																																																																																																												
Number of copies	6																																																																																																																																																																																																																											
Additional copies	2																																																																																																																																																																																																																											
<b>C. Tote Bag (kaba bag)</b>																																																																																																																																																																																																																												
Number of copies	200																																																																																																																																																																																																																											
Additional copies	50																																																																																																																																																																																																																											
<b>D. Laminated posters</b>																																																																																																																																																																																																																												
Number of copies	500																																																																																																																																																																																																																											
Additional copies	100																																																																																																																																																																																																																											

Lot 3: other products			
<b>A. Speakers</b>			
Number of copies	200		
Additional copies	50		
<b>B. USB drives</b>			
Number of copies	200		
Additional copies	100		
<b>C. Pens</b>			
Number of copies	500		
Additional copies	100		
Lot 4: Video clips and capitalization films/photo reports			
<b>A. Video clips</b>			
Specifications : Duration: 2 to 4 minutes Interviews and voice-overs Languages: French, English and Portuguese Number: 1 copy per language, no subtitles	3		
<b>B. Capitalization films</b>			
Specifications Duration: 1 to 4 minutes Interviews and voice-overs Languages: French, English and Portuguese Number: 1 copy per language, no subtitles	3		
Specifications Duration: 4 to 6 minutes Interviews and voice-overs Languages: French, English and Portuguese Number: 1 copy per language, no subtitles	3		
Specifications Duration: from 13 minutes Interviews and voice-overs Languages: French, English and Portuguese Number: 1 copy per language, no subtitles	3		
<b>C. Photo report</b>			
Specifications : HD/high-resolution photos in digital format Number: according to demand	1		
Lot 5: Fabric/textile products			
<b>A. T-shirts</b>			
Number of copies	1000		
Additional copies	100 extra copies		
<b>B. Caps</b>			
Number of copies	400		
Additional copies	100 extra copies		
<b>C. Polos</b>			
Number of copies	200		
Additional copies	100 extra copies		
<b>Nota Bene:</b>			
<ul style="list-style-type: none"> <li>▪ Awards will be made by indivisible lot (similar items); RAAF reserves the right to retain more than one supplier per lot.</li> <li>▪ The quantities mentioned for the items making up each lot are indicative and provided for comparison purposes; and may vary significantly when orders are placed, depending on RAAF's actual requirements;</li> </ul>			

	<ul style="list-style-type: none"> <li>The unit prices of the items making up the lots awarded will be firm and will remain invariable for a minimum period of twenty-four (24) months;</li> <li>A bidder may bid for one or more lots. However, the Contracting Authority will take into account the bidder's operational capacity (technical and financial capabilities) to perform the services simultaneously and reserves the right to limit the number of lots to be awarded to a single service provider.</li> </ul> <p><b>The lead time (delivery) is between two (02) days and three (03) weeks from the approval of the ready for press (RTP), after the purchase order has been notified. Tenderers should therefore propose their delivery times in the tables provided for this purpose in the present Tender Documents (Section VII. Schedule of quantities and delivery times).</b></p>
<b>IS 2.1</b>	<b>Name of Institution:</b> Regional Agency for Agriculture and Food (RAAF) on behalf of the ECOWAS Commission.
<b>IS 2.1</b>	<b>Project name: Implementation of purchase order contracts for the design and production of RAAF's communication and visibility tools.</b>
<b>IS 4.1</b>	The provisions of IB 4 are applicable
<b>IB 5.5</b>	Not applicable
<b>B. Tender documents</b>	
<b>IB 7.1</b>	<p>The request for clarification must be sent no <b>later than fourteen (14) days</b> before the deadline for submission of Bids.</p> <p><b>For clarification</b> purposes only, the Contracting Authority's address is as follows:</p> <p><b>Address: Agence Régionale pour l'Agriculture et l'Alimentation (ARAA), 4 &amp; 5 étages de l'immeuble CRBC, place de la réconciliation au quartier Atchanté, cité OUA Lomé, TOGO. (Service Passation des Marchés)</b></p> <p><b>Email : <a href="mailto:procurement@araa.org">procurement@araa.org</a>; <a href="mailto:ctienon@araa.org">ctienon@araa.org</a>; <a href="mailto:pbessi@araa.org">pbessi@araa.org</a>; <a href="mailto:fdabire@araa.org">fdabire@araa.org</a></b> with subject line "<b>AOR N°001 ARAA/BUDGET/PROJETS -Demande d'Eclaircissement</b>".</p> <p>Bidders can participate in the pre-bid conference that will be held on <b>October 11, 2024, from 3 p.m. GMT through zoom link</b>. Interested bidders must register by email addressed to the contact below with the subject line <b>"AOR001- communication and visibility tools -Prior Conference"</b> to receive the zoom link of the meeting.</p>
<b>C. Preparing bids</b>	
<b>IB 10.1</b>	<p>Language is: <b>French or English</b>.</p> <p>All correspondence will be in French or English. The language of translation of additional documents and printed matter supplied by the Bidder shall be French or English.</p>
<b>IB 11.1 (i)</b>	<p>The Bidder must attach to its bid the documents listed below, which will determine the acceptance or rejection of its bid prior to the technical and financial evaluation phase:</p> <ul style="list-style-type: none"> <li>Provide proof of legal existence;</li> <li>The Bidder MUST present a certificate of non-bankruptcy or a declaration of non-bankruptcy.</li> <li>Present the Attestation de Régularité Fiscale valid on the deadline for receipt of bids;</li> <li>Written confirmation of the Bidder's authority to bind the Bidder, in accordance with the provisions of clause 22.2 of the IB;</li> <li>The duly signed Declaration of Integrity, Eligibility and Environmental and Social Commitment, in accordance with article 12 of the IB ;</li> <li>Tender form conforming to the model attached in section IV, duly signed by the tenderer's authorized signatory ;</li> <li>Provide <b>original</b> bid bond ;</li> </ul>

	<ul style="list-style-type: none"> <li>▪ Submit financial statements certified by a chartered accountant or auditor for the three (3) years: (2021, 2022 and 2023 or 2020, 2021 and 2022) ;</li> <li>▪ Provide evidence that the bidder is qualified to perform the Contract;</li> <li>▪ Provide Bid Forms in accordance with the templates attached to this tender.</li> </ul> <p>The Bidder may submit any other documents at its discretion in support of its bid.</p> <p><b>A Bidder bidding for more than one lot must submit separate bids for each lot (including the same set of forms and documents listed above).</b></p> <p><b>NB: Bidders must ensure that they meet all the above criteria. Non-compliance with any of these criteria is grounds for disqualification.</b></p>
<b>IB 13.1</b>	Variants are not allowed
<b>IB 14.5</b>	The edition of Incoterms to refer to is: <b>Incoterms 2020 of the International Chamber of Commerce (ICC).</b>
<b>IB 14.6 (a) (i)</b>	<b>Not applicable</b>
<b>IB 14.7</b>	<p>The prices proposed by the Tenderers will be <b>firm and non-revisable</b>.</p> <p><b>Bidders MUST submit their bids in the currency of one of the member countries of the ECOWAS Commission or in USD or Euros.</b></p> <p>The Bidder <b>is not</b> required to express in the currency of the Contracting Authority's country, the portion of its Bid price corresponding to expenses incurred in that same currency.</p>
<b>IB 14.8</b>	<p>The price indicated for each lot must correspond to at least <b>one hundred percent (100%)</b> of the items making up each lot.</p> <p>The price indicated for each item in a lot must correspond to at least <b>one hundred percent (100%)</b> of the quantity required for that item.</p> <p>If none of the qualified bidders for a lot has submitted a bid for 100% of the items, the Customer reserves the right to make the most economically advantageous award, including multiple awards for the same lot.</p>
<b>IB 15.1 (a)</b>	<p>For supplies and related services originating from one of the ECOWAS member countries, the bid price shall be denominated in the currency of one of the ECOWAS member countries, or in the currency of the bidder's choice.</p> <p>For comparison purposes, bids will be converted into US dollars (USD). The exchange rate will be that applied by ECOWAS in the month in which the tender was issued.</p> <p>The source of the exchange rate to be used is: <b>Monthly rate established by the Investment and Development Bank of the ECOWAS Commission.</b></p> <p>The reference date is: <b>the seventh day (7<sup>th</sup>) before the deadline for submission of tenders. Tender deadline included.</b></p> <p>For information, the current exchange rate for the month of June 2024 is: <b>1 USD = 606.990892 FCFA</b></p>
<b>IB 20.1</b>	<p>Tenders will be valid for <b>120 days from the closing date</b>.</p> <p>A bid valid for a shorter period will be considered non-compliant and rejected by the Contracting Authority.</p>
<b>IB 21.1</b>	A bid bond is required. The amount of the bid guarantee required for <b>a single lot or for several lots is 500,000 F CFA, corresponding to 817.99 USD.</b>

<b>IB 21.2</b>	<p><b>Tender Guarantee:</b> This must be issued by a Bank or Insurance Company; if the Bank or Insurance Company issuing the tender guarantee is located outside the 15 Member States of the ECOWAS Commission, it must have a corresponding Financial Institution located in one of the Member States of the ECOWAS Commission to make it enforceable.</p> <p><b>Any other form of guarantee will not be accepted.</b></p>
<b>D. Tender submission and opening</b>	
<b>IB 22.1</b>	In addition to the original Offer, the number of copies required is : <b>Three (3) copies and one electronic copy on USB drive (PDF and Excel version) supplied at the same time as the physical bid.</b>
<b>IB 22.2</b>	Written confirmation of the signatory's authority to bind the Tenderer shall consist of: <b>a power of attorney from the Tenderer's legal representative to the person signing the tender.</b>
<b>IB 23.2 (c)</b>	<b>RT N° :</b> ARAA/BUDGET/PROJETS/2024/AOR/002: Purchase order contract for the design and production of communication and visibility tools, consisting of five (05) lots.
<b>IB 24.1</b>	<p><b>For tender submission</b> purposes only, the Contracting Authority's address is as follows:</p> <p><b>Address:</b> Agence Régionale pour l'Agriculture et l'Alimentation (ARAA)</p> <p><b>Porte 509, 5<sup>ème</sup> étage de l'immeuble CRBC, place de la réconciliation au quartier Atchanté, cité OUA Lomé, TOGO</b></p> <p><b>Telephone:</b> +228 22 21 40 03</p> <p><b>The closing date and time for the submission of Tenders are as follows:</b></p> <p>Date: <b>Tuesday, 5 November 2024</b></p> <p>Time: <b>11:00 a.m. GMT</b></p> <p><b>At the same time as sending the physical file, the Tenderer may e-mail a copy of the DHL (or other Tenderer) receipt to: <a href="mailto:procurement@araa.org">procurement@araa.org</a>; cc: <a href="mailto:ctienon@araa.org">ctienon@araa.org</a>; <a href="mailto:pbessi@araa.org">pbessi@araa.org</a>; <a href="mailto:mnakorba@araa.org">mnakorba@araa.org</a>.</b></p>
<b>IB 27.1</b>	<p>The bids will be opened at the following address:</p> <p><b>Address:</b> Agence Régionale pour l'Agriculture et l'Alimentation (ARAA)</p> <p><b>Porte 509, 5<sup>ème</sup> étage de l'immeuble CRBC, place de la réconciliation au quartier Atchanté, cité OUA Lomé, TOGO</b></p> <p><b>Telephone:</b> +228 22 21 40 03</p> <p>Date: <b>Tuesday, 5 November 2024</b></p> <p>Time: <b>11:30 a.m. GMT</b></p> <p><b>No minimum number of Bids is required to proceed to the opening of Bids.</b></p>
<b>E. Bid evaluation and comparison</b>	
<b>IB 34.1</b>	<p>The currency used to convert all bid prices expressed in various currencies into a single currency for the purposes of evaluating and comparing these bids is: <b>USD.</b></p> <p>The source of the exchange rate to be used is: <b>Monthly rate established by the Investment and Development Bank of the ECOWAS Commission.</b></p> <p>The reference date is: <b>the seventh day (7<sup>th</sup>) before the deadline for submission of tenders. The filing deadline included.</b></p>

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	For information, the current exchange rate for the month of June 2024 is: <b>1 USD = 606.990892 F CFA</b>
<b>IB 35.1</b>	<b>No margin of preference will be granted.</b>
<b>IB 36.3</b>	<p>The evaluation will be carried out by lot</p> <p>Bids will be evaluated by lot. Any item not mentioned in the Price Schedule will be deemed not to form part of the Bid and, assuming that the Bid is compliant, the highest price offered for the item in question by Bidders whose Bids are compliant will be added to the Bid price, and the total Bid price so evaluated will be used for the purpose of comparing Bids.</p>
<b>IB 36.6</b>	<p>The customer will evaluate and compare bids based on awarding a combination of lots to the bidder who offers the lowest evaluated combination of bids and meets the qualification requirements; the aim is to minimize the total cost to the customer, taking into account any discounts granted in their bids by the bidders.</p> <p>If a bidder has submitted compliant bids, evaluated as the lowest priced based on criteria expressed in monetary terms, the evaluation will also take into account the bidder's ability to meet the requirements specified in the Tender document regarding:</p> <ul style="list-style-type: none"> <li>- Experience;</li> <li>- Financial situation ;</li> <li>- Current commitments; and</li> <li>- Financing capacity.</li> </ul>
<b>F. Contract award</b>	
<b>IB 40.1</b>	<p>Awards will be made by indivisible lot (similar items) to the Bidder whose bid is evaluated as the lowest and is determined to be substantially responsive to the Bidding Documents, provided that the Bidder is also determined to be qualified to satisfactorily perform the Contract.</p> <p>In order to guarantee continuity of service, the Customer reserves the right to select more than one bidder per lot, ordered according to the following award criteria</p>
<b>IB 41.1</b>	Not applicable
<b>IB 42.1</b>	The Contracting Authority will notify the successful Bidder in writing that its Bid has been accepted. At the same time, the client will notify the other bidders who took part in the consultation of the outcome of the tender.

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### SECTION III. EVALUATION AND QUALIFICATION CRITERIA

Object	1. Eligibility						Required documentation	
	Criteria	Compliance specification				Bidder		
		Single entity	Group of companies					
			All Parts Combined	Each member	A member			
<b>1.1 Nationality</b>	In compliance with article 4.2 of the IB.	Must meet criterion	Must meet criterion	Must meet criterion	Not applicable	ELI forms -1.1 and 1.2, with attachments		
<b>1.2 Conflicts of interest</b>	No conflict of interest according to article 4.3 of the IB.	Must meet criterion	Must meet criterion	Must meet criterion	Not applicable	Offer form		
<b>1.3 Eligibility for AFD financing</b>	Not be in a situation of ineligibility, as described in article 4.2 of the IB.	Must meet criterion	Must meet criterion	Must meet criterion	Not applicable	Declaration of Integrity (annex to the Submission Form)		
<b>1.4 Public companies</b>	In compliance with article 4.5 of the IB.	Must meet criterion	Must meet criterion	Must meet criterion	Not applicable	ELI forms -1.1 and 1.2, with attachments		
Object	2. History of non-performance							
	Criteria	Compliance specification				Bidder	Required documentation	
		Single entity	Group of companies					
			All Parts Combined	Each Member	A member			

<b>2.1 History of non-performance</b>	No failure to perform a contract incumbent on the Tenderer in the last 5 (five) years <sup>1</sup> .	Must meet criteria. <sup>20</sup>	Must meet criterion.	Must meet criterion. <sup>2</sup>	Not applicable	ANT form - 2		
<b>2.2 Exclusion in the event of the implementation of a Tender Guarantee Declaration or the withdrawal of the Offer during its validity period</b>	Not be excluded in connection with the implementation of a Bid Guarantee Declaration pursuant to article 4.4 of the IB or the withdrawal of an Offer pursuant to article 21.6 of the IB.	Must meet criterion.	Must meet criterion.	Must meet criterion.	Not applicable	Submission Form		
<b>2.3 Pending litigation</b>	The Bidder's current solvency and long-term profitability as assessed in criterion 3.1 below remain acceptable even in the event that all pending litigation is decided against the Bidder.	Must meet criterion.	Not applicable	Must meet criterion.	Not applicable	ANT form - 2		
<b>Object</b>	<b>3. Financial position and performance</b>							
<b>Criteria</b>	<b>Compliance specification</b>				<b>Required documentation</b>			
	<b>Bidder</b>	<b>Single entity</b>		<b>Group of companies</b>				
		<b>All Parts Combined</b>	<b>Each member</b>	<b>A member</b>				

<sup>1</sup> A contract will be considered to be in default by the Contracting Authority when the default has not been contested by the Contractor, including by recourse to the dispute settlement mechanism provided for in the contract in question, or when it has been contested by the Contractor but has been settled in its entirety against the Contractor. Failure to perform does not include the case of contested contracts for which the Contracting Authority has been unsuccessful in the dispute resolution process.

<sup>2</sup> This criterion also applies to contracts performed by the Tenderer as a member of a Grouping.

<b>3.1 Financial capacity</b>	<p>Certified Financial Statements for 2020, 2021 and 2022 or 2021, 2022 and 2023 if available.</p> <p>Audited financial statements must be duly signed by an auditor or the tax authorities, and clearly indicate the contact details (address and email) of the auditing firm.</p> <p><b>NB: Failure to submit Certified Financial Statements for the years 2020, 2021 and 2022/2021, 2022 and 2023 may result in disqualification of the bidder.</b></p>	Must meet criterion	Not applicable	Must meet criterion	Not applicable	<p>Form FIN-3.1 with attachments</p> <p>Attachments: Financial statements for 2020, 2021 and 2022/2021, <b>2022 and 2023</b></p>
<b>3.2 Average sales</b>	<p><b>For the award, the bidder must satisfy the following criterion: Have an average annual turnover over the last three years (2020, 2021 and 2022/2021, 2022 and 2023) equivalent to at least 1.5 times the amount of the lot(s) to be awarded.</b> If the aforementioned average sales figure is less than 1.5 times the value of the lot(s) to be awarded, the lot(s) will be awarded within the limit of the average sales figure.</p>	Must meet criterion	Must meet criterion			<p>FIN form -3.2</p> <p>Attachments: Financial statements for 2020, 2021 and 2022</p>
<b>Object</b>	<b>4. Experience</b>					
	<b>Compliance specification</b>					<b>Required documentation</b>
	<b>Criteria</b>	<b>Bidder</b>				
		<b>Single entity</b>	<b>Group of companies</b>			
			<b>All Parts Combined</b>	<b>Each member</b>	<b>A member</b>	

<b>4.1 Similar experience</b>	<p>For each lot for which a bid has been submitted, to have performed <b>two (02) contracts for similar services corresponding to this lot less than 3 years old by the deadline for receipt of bids.</b></p>	<p>Must meet criterion<sup>3</sup></p>	<p>Must meet criterion<sup>4</sup></p>	<p>Not applicable</p>	<p>Not applicable</p>	<p><b>EXP form - 4.1</b> Together with the following supporting documents: Contract/Order form and (+) Proof of performance (copy of identifiable delivery note or certificate of performance from the customer specifying, among other things, the items delivered, the period, the volume and the amount). NB: Failure to submit the aforementioned documents will constitute grounds for rejection of the experiment in question.</p>
<b>4.2 Technical capacity</b>	<p>Design and production facilities and adequate personnel in Togo. The customer reserves the right to carry out a physical verification of the bidder's installations and to take the results of this verification into account in determining qualification. These capacities will be assessed in relation to the lots for which the bid is made. This requirement does not apply <b>to lot 4.</b></p>	<p>Must meet criterion<sup>5</sup></p>	<p>Must meet criterion<sup>6</sup></p>	<p>Not applicable</p>	<p>Not applicable</p>	<p>Provide a list of human and material resources available in Togo. Provide the geographical address of the installations.</p>

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**Section IV. Submission forms**

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### **Bid form**

Date : \_\_\_\_\_

Tender No. : \_\_\_\_\_

Tender Notice No. : \_\_\_\_\_

Variant No. : \_\_\_\_\_

To : \_\_\_\_\_

We, the undersigned, certify that :

- a) We have examined the Bidding Documents, including Addendum(s) No.: \_\_\_\_\_; and have no reservations with respect thereto;
- b) We have no conflicts of interest as defined in article 4.3 of the IB ;
- c) We have not been excluded by the Buyer on the basis of the implementation of the Bid Guarantee Declaration as provided for in article 4.4 of the IB ;
- d) We propose to provide in accordance with the Tender Documents including the Goods Specification Requirements and the Delivery Schedule specified in the Schedule of Quantities and Delivery Schedules the following supplies and related services:  
\_\_\_\_\_;

- e) The total price of our offer, excluding the discounts offered in paragraph (d) below, is :

<b>Lot</b>	<b>Description</b>	<b>Price (in figures) (*)</b>	<b>Currency</b>	<b>Prices and currency in words</b>
1				
2				
3				
4				
5				

\*: Indicate for each product the price for the number of basic copies and the price for additional copies.

- f) The discounts offered and the terms and conditions of their application are as follows: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_;

- g) Our offer will remain valid for a period of \_\_\_\_\_ days from the deadline set for the submission of offers in the Tender Documents. This offer will remain binding on us and may be accepted at any time before the expiry of this period;
- h) Our company, including any subcontractors or suppliers involved in any part of the Contract, has the nationality of countries meeting the origin criteria \_\_\_\_\_;
- i) We do not participate as bidders in more than one bid under this Tender, other than "variant" bids submitted in accordance with the Bidding Documents;
- j) Our company, its affiliates or subsidiaries - including any subcontractors or suppliers involved in connection with any part of the Contract - have not been declared disqualified by the ECOWAS Commission or its Technical and Financial Partners.

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k) The following fees or commissions or benefits in kind or in cash have been paid or granted or are to be paid or granted in connection with the bidding procedure or the execution/signing of the Contract:

Name of Beneficiary	Address	Reason	Amount

(If no amount has been paid or is to be paid, write "nil").

k) It is understood that this offer, and your written acceptance of said offer contained in the notification of award of the Contract sent to us by you, shall serve as the contract between us, until such time as a formal contract is drawn up and signed;

l) We understand that you are not obliged to accept the lowest evaluated offer or any offer you may receive;

m) We acknowledge and agree that the Purchaser reserves the right to cancel the Bidding procedure and to reject all Bids at any time prior to the award of the Contract without incurring any liability whatsoever;

n) l) we certify that we have adopted all appropriate measures to ensure that no person acting in our name or on our behalf may engage in fraud or corruption.

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

Signature \_\_\_\_\_

Duly authorized to sign the offer for and on behalf of \_\_\_\_\_

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

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## Annex to Submission Form

### Statement of Integrity, Eligibility and Environmental and Social Responsibility

Title of offer or proposal: \_\_\_\_\_ (the "**Contract**" )<sup>7</sup>

A: \_\_\_\_\_ (the "**project owner**" )

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

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<sup>7</sup> Where this Declaration of Integrity is required in connection with a contract that does not qualify as a "contract" under local law, the term "contract(s)" is hereby replaced by the term "contract(s)" and the terms "bidder or consultant" are hereby replaced by the term "candidate".

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- 2.5 Not having fulfilled our tax payment obligations in accordance with the legal provisions of the country where we are established or those of the country of the project owner;
- 2.6 Be subject to an exclusion decision pronounced by the World Bank and appear as such on the list published at the e-mail address <http://www.worldbank.org/debarr> (in the event of such an exclusion decision, we may attach to this Declaration of Integrity additional information that would make it possible to consider that this exclusion decision is not relevant in the context of the Contract);
- 2.7 To have produced false documents or to have been guilty of false declaration(s) in supplying the information required by the project owner within the framework of the present contract award process.

3. We certify that we are not, and that none of the members of our group nor our suppliers, contractors, consultants and subcontractors, is in one of the following conflict of interest situations:

- 3.1) Shareholder controlling the project owner or subsidiary controlled by the project owner, unless the resulting conflict has been brought to the AFD's attention and resolved to its satisfaction.
- 3.2) Have a business or family relationship with a member of the project owner's staff involved in the contract award process or supervision of the resulting contract, unless the resulting conflict has been brought to AFD's attention and resolved to its satisfaction;
- 3.3) Control or be controlled by another bidder or consultant, be placed under the control of the same company as another bidder or consultant, receive from another bidder or consultant or award to another bidder or consultant directly or indirectly subsidies, have the same legal representative as another bidder or consultant, maintain directly or indirectly contacts with another bidder or consultant allowing us to have and give access to information contained in our respective bids or proposals, to influence them, or to influence the decisions of the Employer;
- 3.4) Be engaged for an intellectual service mission which, by its nature, is likely to prove incompatible with our missions on behalf of the project owner;
- 3.5) In the case of a procedure for the award of a works, supplies or equipment contract :
  - i. To have prepared ourselves or to have been associated with a consultant who has prepared specifications, plans, calculations and other documents used as part of the contract award procedure;
  - ii. Being ourselves, or one of the firms with which we are affiliated, engaged, or to be engaged, by the Employer to carry out the supervision or control of the work under the Contract.

4. If we are a public institution or company, to take part in a competitive bidding procedure, we certify that we are legally and financially autonomous, and that we are managed according to the rules of commercial law.

5. We undertake to inform the project owner without delay, who will inform the AFD, of any change in the situation with regard to points 2 to 4 above.

6. In connection with the award and performance of the Contract :

- 6.1) We have not and will not commit any unfair maneuver (act or omission) intended to deliberately deceive another person, intentionally conceal information, surprise or vitiate his consent or cause him to circumvent legal or regulatory obligations and/or violate his internal rules in order to obtain an illegitimate benefit.
- 6.2) We have not and will not commit any unfair manoeuvre (action or omission) contrary to our legal or regulatory obligations and/or our internal rules in order to obtain an illegitimate benefit.
- 6.3) We have not promised, offered or granted, and will not promise, offer or grant, directly or

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indirectly, to (i) any Person holding a legislative, executive, administrative or judicial office in the State of the Employer, whether appointed or elected, whether permanent or not, whether remunerated or not and whatever their hierarchical level, (ii) any other Person who performs a public function, including for a public body or public enterprise, or who provides a public service, or (iii) any other Person defined as a public official in the State of the Employer, an undue advantage of any kind, for himself or for another person or entity, in order that he perform or refrain from performing an act in the exercise of his official duties.

6.4) We have not promised, offered or granted, and we will not promise, offer or grant, directly or indirectly, to any Person who directs or works for a private sector entity, in any capacity whatsoever, any undue advantage of any kind, for themselves or for any other Person or entity, to perform or refrain from performing any act in violation of their legal, contractual or professional obligations.

6.5) We have not committed and will not commit any act likely to influence the Contract award process to the detriment of the Employer and, in particular, any anti-competitive practice the object or effect of which is to prevent, restrict or distort competition, in particular by tending to limit access to the Contract or the free exercise of competition by other companies.

6.6) We, or any member of our consortium, or any of our subcontractors will not acquire or supply any equipment and will not operate in areas under embargo by the United Nations, the European Union or France.

6.7) We undertake to comply with, and to ensure that all our subcontractors comply with, the environmental and social standards recognized by the international community, including the fundamental conventions of the International Labour Organization (ILO) and international conventions for the protection of the environment, in accordance with the laws and regulations applicable in the country where the Contract is carried out. In addition, we undertake to implement environmental and social risk mitigation measures when indicated in the environmental and social management plan provided by the project owner.

7. We, the members of our consortium, our suppliers, contractors, consultants and subcontractors authorize AFD to examine the documents and accounting records relating to the award and performance of the Contract and to submit them for verification to auditors appointed by AFD.

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

Duly authorized to sign for and on behalf of <sup>8</sup> \_\_\_\_\_

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

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

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<sup>8</sup> In the case of a joint venture, enter the name of the joint venture. The person signing the bid, proposal or application on behalf of the bidder or consultant must attach the power of attorney granted by the bidder or consultant.

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### **Bidder Information Sheet**

#### **ELI form - 1.1**

Date : \_\_\_\_\_

IT No. : \_\_\_\_\_

1. Legal name of the bidder :
2. In the case of a grouping of companies, consortium or association (GECA), legal name of each party:
3. Country where the bidder is or will be incorporated :
4. Year bidder was incorporated :
5. Legal address of the bidder in the country of incorporation :
6. Information on the bidder's authorized representative :  Name : Address: Telephone/fax number : E-mail address :
7. Copies of the following original documents are enclosed:  1. In the case of a single entity, Articles of Association or Constituent Documents of the aforementioned legal entity, in accordance with IS.  2. In the case of a GECA, letter of intent to form a GECA or to sign a GECA agreement, in accordance with the provisions of the IB.  3. In the case of a public enterprise of the country of the Contracting Authority, any additional documents not mentioned in paragraph 1 above and necessary to comply with the provisions of the IB.

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### Information sheet for each GECA Party

#### ELI form - 1.2

Date: \_\_\_\_\_

Tender No. \_\_\_\_\_

Tender Notice No :\_\_\_\_\_

Page\_\_\_\_of\_\_\_\_pages

1. Legal name of the bidder :

2. Legal name of the GECA party :

3. Country of incorporation of the GECA party :

4. Year of incorporation of the GECA party :

5. Legal address of the GECA party in the country of incorporation :

6. Information on the authorized representative of the party to the GECA :

Name :

Address:

Telephone/fax number :

E-mail address :

7. Copies of the following original documents are enclosed:

Articles of association or constitutive documents of the above-mentioned legal entity,

In the case of a public enterprise in the country of the Contracting Authority, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with the provisions of the IB.

## History of unfulfilled contracts

### ANT form - 2

[The form below must be completed by the Applicant and by each partner in the case of a GECA].

Bidder's legal name: [insert full name].

Date: [insert day, month, year].

or

Legal name of the Party to the GECA: [insert full name].

Tender no. and title: [Tender number and title].

Page [page number] of [total number of pages] pages

<b>Contracts not performed in accordance with Section III, Evaluation and qualification criteria</b>															
<b>Year</b>	<b>Earnings as a percentage of total assets</b>	<b>Contract identification</b>	<b>Total contract amount (present value in F CFA equivalent)</b>												
[insert year]	[Indicate amount and percentage]	Contract identification: [give full name/contract number and other forms of identification]. Buyer's name: [full name] Buyer's address: [street, number, city, country]. Reasons for non-performance: [indicate main reason(s)].													
<b>Pending litigation under Section III, Evaluation and qualification criteria</b>															
<input type="checkbox"/> No pending litigation under Section III, Evaluation and qualification criteria, criterion 2.3. <input type="checkbox"/> Litigation(s) pending under Section III, Evaluation and qualification criteria, criterion 2.3: <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;"><b>Year</b></th> <th style="text-align: center;"><b>Claim amount as a percentage of total net asset value</b></th> <th style="text-align: center;"><b>Contract identification</b></th> <th style="text-align: center;"><b>Total contract amount (present value, in CFA francs)</b></th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">[insert year] _____</td> <td style="text-align: center;">[Indicate percentage] _____</td> <td>Contract identification: [insert full name and contract number and other forms of identification]. Buyer's name: [full name] Buyer's address: [street, number, city, country]. Subject of dispute: [indicate the main points in dispute].</td> <td style="text-align: center;">[indicate amount] _____</td> </tr> <tr> <td style="text-align: center;">_____</td> <td style="text-align: center;">_____</td> <td>Contract identification : Buyer's name : Buyer's address : Subject of the dispute :</td> <td style="text-align: center;">_____</td> </tr> </tbody> </table>				<b>Year</b>	<b>Claim amount as a percentage of total net asset value</b>	<b>Contract identification</b>	<b>Total contract amount (present value, in CFA francs)</b>	[insert year] _____	[Indicate percentage] _____	Contract identification: [insert full name and contract number and other forms of identification]. Buyer's name: [full name] Buyer's address: [street, number, city, country]. Subject of dispute: [indicate the main points in dispute].	[indicate amount] _____	_____	_____	Contract identification : Buyer's name : Buyer's address : Subject of the dispute :	_____
<b>Year</b>	<b>Claim amount as a percentage of total net asset value</b>	<b>Contract identification</b>	<b>Total contract amount (present value, in CFA francs)</b>												
[insert year] _____	[Indicate percentage] _____	Contract identification: [insert full name and contract number and other forms of identification]. Buyer's name: [full name] Buyer's address: [street, number, city, country]. Subject of dispute: [indicate the main points in dispute].	[indicate amount] _____												
_____	_____	Contract identification : Buyer's name : Buyer's address : Subject of the dispute :	_____												

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### **Contracts in progress**

#### **CCC form**

Tenderers and each GECA partner must provide information concerning their current commitments for all contracts awarded, or for which they have received a notification of award, letter of contract, etc...., or for contracts in the process of completion, but for which a certificate of provisional acceptance without reservation has not been issued.

<b>Contract title</b>	<b>Buyer, contact address/tel/fax</b>	<b>Value of outstanding supplies (in supplier's currency)</b>	<b>Scheduled completion date</b>	<b>Average monthly invoiced amount over the last 6 months (in supplier's currency)/month</b>
1.				
2.				
3.				
4.				
5.				
etc.				

---

### Financial situation

#### FIN form - 3.1

Legal name of bidder : \_\_\_\_\_ Date : \_\_\_\_\_

Legal name of GECA party: \_\_\_\_\_ Tender no.: \_\_\_\_\_

Page of pages

To be completed by the bidder and, in the case of a GECA, by each party.

<b>Financial data in CFA francs equivalent</b>	<b>Past history ____ ( ) years (CFA thousand equivalent)</b>				
	<b>Year 1</b>	<b>Year 2</b>	<b>Year ...</b>	<b>Year ...</b>	<b>Average ratio</b>
<b>Information obtained from the financial statements</b>					
Total assets (TA)					
Total liabilities (TL)					
Net assets (NA)					
Cash flow (CF)					
Commitments (C)					
<b>Income statement information</b>					
Total revenue (TR)					
Earnings before tax (EBT)					

The following are copies of the financial statements (balance sheets, including all notes thereto, and income statements) for the years specified above and which meet the following conditions:

- They must reflect the financial situation of the bidder or the Party to the GECA, and not that of the parent company or subsidiaries.
- Past financial statements must be audited by a chartered accountant
- Financial statements must be complete and include all notes that have been added to them.
- Financial statements must correspond to accounting periods already completed and audited (financial statements for partial periods will not be requested or accepted).

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**Average annual sales**

**FIN form - 3.2**

Legal name of bidder: \_\_\_\_\_ Date: \_\_\_\_\_  
Legal name of GECA party: \_\_\_\_\_ Tender No.: \_\_\_\_\_

<b>Annual sales data</b>		
<b>Year</b>	<b>Amount and currency</b>	<b>F CFA</b>
	_____	_____
	_____	_____
	_____	_____
	_____	_____
	_____	_____
<b>*Average sales</b>	_____	_____

\*Average annual sales are calculated as the total payments received and certified for current or completed supply, divided by the number of years specified in Section III, 3.3.

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**Financing capacity****FIN form - 3.3**

Indicate sources of financing (cash, unencumbered real assets, lines of credit and other financial resources required for cash flow requirements for the contract(s) under consideration, net of commitments made by the Bidder under other contracts as required in Section III, Evaluation and Qualification Criteria.

<b>Source of financing</b>	<b>Amount (F CFA)</b>
1.	
2.	
3.	
4.	

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### Experience

#### EXP form - 4.1

Legal name of bidder : \_\_\_\_\_ Date: \_\_\_\_\_  
Legal name of GECA party: \_\_\_\_\_ Tender No.: \_\_\_\_\_

<b>Similar contract number :</b>	<b>Information</b>		
Contract identification			
Award date Completion date			
Role in the contract			
Total contract amount			F CFA
In the case of a party to a GECA or a subcontractor, specify the contribution to the total contract amount.	_____ %	_____	F CFA
Name of Contracting Authority :			
Address:			
Telephone/fax number : E-mail address :			
Description of similarity in accordance with 2. 4.1 of Section III :			
Amount			
Physical size			
Complexity			
Methods/Technology			
Other features			

## Price list for supplies and related services

Date : \_\_\_\_\_

Tender No.: \_\_\_\_\_

Tender Notice No. : \_\_\_\_\_

Variant No. : \_\_\_\_\_

Tenderer's name : \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**[The supplier must complete the following table for each lot for which he is bidding].**

1	2	3	4	5	6	7
Lot	Description of Services and Related Services	Delivery date to agreed destination	Unit	Quantity (No. of units)	Unit price [specify currency]	Total price for services or related services [specify currency].
[Insert Lot number].	[Insert the identification of the supply corresponding to the lot].	[Insert delivery time offered] after approval	Identifying the unit of measurement ]	[Insert quantity for each lot tendered]	[Insert unit price for supplies corresponding to each lot tendered].	
<b>A 1. general RAAF brochure</b>						
	Number of copies		Copies	1000		
	Additional copies		Copies	100 extra		
<b>A2. Leaflet II - Special programs</b>						
	Number of copies		Copies	300		
	Extra copies		Copies	50 extra		
<b>A3. Leaflet III</b>						
<b>Specific programs or events</b>						
	Number of copies		Copies	500 copies		
	Additional copies		Copies	100 extra		
<b>B. Shirts</b>						
	Number of copies		Copies	500 copies		
	Additional copies		Copies	100 extra copies		
<b>C. Flap box</b>						
	Number of copies		Copies	100		
	Additional copies		Copies	50		
<b>D. Newsletter</b>						
	Number of copies		Copies	300		
	Additional copies		Copies	50		
<b>E. Capitalization brochures</b>						
	Number of copies		Copies	500		
	Additional copies		Copies	100		
<b>F. Communication brochure</b>						
	Number of copies		Copies	500		
	Additional copies		Copies	100		
<b>G. Manuals or mementos</b>						
	Number of copies		Copies	200		

**1: Printing on paper**

	Additional copies	Copies	50		
<b><i>H. Published reports or brochures</i></b>					
Number of copies		Copies	100		
Additional copies		Copies	25		
<b><i>I. Technical data</i></b>					
Number of copies		Copies	300		
Additional copies		Copies	50		
<b><i>J. Note pads</i></b>					
Number of copies		Copies	200		
Additional copies		Copies	50		
<b><i>K1. wall calendar</i></b>		Unit	300		
<b><i>K2. Table stands</i></b>		Unit	400		
<b><i>L. Business cards</i></b>		Pack of 100	60		
<b>TOTAL LOT 1</b>					
<b>Lot 2: Printing on other media</b>	<b><i>A. Banners</i></b>				
	Number of copies	Copies	4		
	Additional copies	Copies	2		
	<b><i>B. Kakemonos</i></b>				
	Number of copies	Copies	6		
	Additional copies	Copies	2		
	<b><i>C. Tote Bag (kaba bag)</i></b>				
	Number of copies	Copies	200		
	Additional copies	Copies	50		
<b>Lot 3: other products</b>	<b><i>D. Laminated posters</i></b>				
	Number of copies	Copies	500		
	Additional copies	Copies	100		
	<b>TOTAL LOT 2</b>				
	<b><i>A. Speakers</i></b>				
	Number of copies	Copies	200		
	Additional copies	Copies	50		
	<b><i>B. USB drives</i></b>				
<b>Lot 4: Video clips and capitalization films/ Photo report</b>		Number of copies	Copies	200	
		Additional copies	Copies	100	
<b><i>C. Pens</i></b>					
Number of copies	Copies	500			
Additional copies	Copies	100			
<b>TOTAL LOT 3</b>					
<b><i>A. Video clips</i></b> Duration: 2 to 4 minutes Interviews and voice-overs Languages: French, English and Portuguese Number: 1 copy per language, no subtitles	Clips	3			
<b><i>B. Capitalization films</i></b> Duration: 1 to 4 minutes	Film	3			

	Interviews and voice-overs Languages: French, English and Portuguese Number: 1 copy per language, no subtitles				
	<b>C. Capitalization films</b> Duration: 4 to 6 minutes Interviews and voice-overs Languages: French, English and Portuguese Number: 1 copy per language, no subtitles		Film	3	
	<b>D. Capitalization films</b> Duration: from 13 minutes Interviews and voice-overs Languages: French, English and Portuguese Number: 1 copy per language, no subtitles		Film	3	
	<b>E. Photo report</b> HD/high-resolution photos in digital format Number: according to demand		Photo report	1	
<b>TOTAL LOT 4</b>					
<b>Lot 5: Fabric/textile products</b>	<b>A. T-shirts</b>				
	Number of copies			1000	
	Additional copies			100 extra	
	<b>B. Caps</b>				
	Number of copies			400	
	Additional copies			100 extra	
	<b>C. Polos</b>				
	Number of copies			200	
	Additional copies			100 extra	
<b>TOTAL LOT 5</b>					

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

Signature \_\_\_\_\_

Duly authorized to sign the offer for and on behalf of \_\_\_\_\_

Dated \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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### **Tender guarantee**

Date : \_\_\_\_\_  
Tender No.: \_\_\_\_\_  
Tender Notice No.: \_\_\_\_\_

Â: \_\_\_\_\_

Whereas \_\_\_\_\_ (hereinafter referred to as "the Tenderer") submitted its tender on \_\_\_\_\_ in response to Tender No. \_\_\_\_\_ for the supply \_\_\_\_\_ (hereinafter referred to as "the Tender").

WE HEREBY MAKE IT KNOWN that WE \_\_\_\_\_ of \_\_\_\_\_ whose registered office is at \_\_\_\_\_ (hereinafter referred to as "the Guarantor"), are committed to \_\_\_\_\_ (hereinafter referred to as "the Contracting Authority") for the sum of \_\_\_\_\_ which the Guarantor hereby undertakes and commits its successors or assigns to pay in full to the said Purchaser. Certified by the Guarantor's seal this \_\_\_\_\_ day of \_\_\_\_\_

THE CONDITIONS for fulfilling this obligation are as follows:

1. if the Bidder withdraws its bid within the validity period specified by it in the Bid Form, subject to the provisions of clause 20.1 of the IB; or
2. If the Bidder, having been notified of the acceptance of its bid by the Contracting Authority during the validity period :
  - a) does not sign or refuses to sign the (Contract Form); or
  - b) does not accept the correction of its bid price by the Contracting Authority, in application of clause 31 of the IB.

We undertake to pay the Contracting Authority an amount equal to at most the amount stipulated above, upon receipt of its first written request, without the Contracting Authority being required to justify its request, it being understood, however, that in its request, the Contracting Authority will note that the amount it is claiming is due to it because one or other or both of the aforementioned conditions have been met, specifying which condition or conditions motivated its request.

This guarantee shall remain valid up to and including the thirtieth (30<sup>th</sup>) day following the expiration of the bid validity period; any request by the Contracting Authority to invoke it must reach the Guarantor by this date at the latest.

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

Signature \_\_\_\_\_

Duly authorized to sign the tender guarantee for and on behalf of \_\_\_\_\_

Dated \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

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## Section V. Eligibility criteria

Eligibility for AFD-financed procurement :

- 1 AFD financing has been completely untied since January 1 2002. With the exception of cases of embargo by the United Nations, the European Union or France, the AFD finances all contracts for works, supplies, equipment, intellectual services (consultants) and other services, regardless of the nationality of the successful bidder (or that of its suppliers or subcontractors), or the origin of the inputs or resources used in the implementation process .
2. Candidates (including their suppliers, contractors, consultants and any subcontractors, as well as all members of a consortium) who, on the date of submission of an application, bid or proposal or when the contract is awarded may not be awarded a contract financed by AFD:
  - 2.1 Are in a state of or are the subject of bankruptcy, liquidation, judicial settlement, safeguard or cessation of activity proceedings, or are in any similar situation resulting from proceedings of a similar nature;
  - 2.2 have been :
    - a. a conviction handed down within the last five years by a judgment having the force of res judicata in the country in which the present contract is being carried out, for fraud, corruption or any offence committed in connection with the award or performance of a contract, subject to any additional information that candidates deem useful to provide in the Declaration of Integrity, which would make it possible to consider that this conviction is not relevant in the context of the present contract;
    - b. an administrative sanction pronounced within the last five years by the European Union or by the competent authorities of the country in which the candidate is established, for fraud, corruption or any offence committed in connection with the award or performance of a contract, subject to any additional information that candidates may deem useful to provide as part of the Declaration of Integrity, which would make it possible to consider that this sanction is not relevant in the context of the present contract;
    - c. a conviction handed down within the last five years by a judgment having the force of res judicata, for fraud, corruption or any offence committed in connection with the award or performance of a contract financed by AFD;
  - 2.3 Included on the lists of financial sanctions adopted by the United Nations, the European Union and/or France, notably to combat the financing of terrorism and breaches of international peace and security;
  - 2.4 have been terminated to their sole detriment within the last five years for serious or persistent failure to meet their contractual obligations during the performance of a previous contract, provided that this sanction has not been contested by them or has resulted in a court decision overturning the termination to their sole detriment;
  - 2.5 have not fulfilled their tax payment obligations according to the legal provisions of the country where the applicant is established or those of the Buyer's country;
  - 2.6 Are subject to a decision of exclusion pronounced by the World Bank and appear as such on the list published at the e-mail address <http://www.worldbank.org/debarr>, subject to additional information that candidates will deem useful to transmit within the framework of the Declaration of Integrity, which would make it possible to consider that this decision of exclusion is not relevant within the framework of the present contract;
  - 2.7 have produced false documents or made false declaration(s) in supplying the information required by the Purchaser as part of this procurement and award process.

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3. Public establishments and enterprises are eligible to participate in a competitive bidding procedure on condition that they can establish (i) that they enjoy legal and financial autonomy, and (ii) that they are governed by the rules of commercial law. To this end, public establishments and enterprises must provide any document (including their articles of association) enabling it to be established, to AFD's satisfaction, that (i) they have a legal personality distinct from that of their State, (ii) they do not receive any public subsidy or significant budgetary aid, (iii) that they are governed by the provisions of commercial law and that, in particular, they are not obliged to transfer their financial surpluses to their State, that they can acquire rights and obligations, borrow funds, are liable for repayment of their debts and may be subject to bankruptcy proceedings.

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## **Section VI. AFD Rules: Fraudulent and Corrupt Practices - Environmental and Social Responsibility**

### **1 Fraudulent and corrupt practices**

The Purchaser, suppliers, consultants, contractors and their subcontractors shall observe the highest ethical standards during the award and performance of contracts.

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

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

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

- a) Reject the proposal to award a contract if it establishes that the bidder or consultant recommended for award is guilty of bribery, either directly or through an agent, or has engaged in fraud or anti-competitive practices in order to obtain the contract;
- b) Declare the procurement non-compliant if it determines, at any time, that representatives of the Purchaser, suppliers, consultants, contractors or their subcontractors have engaged in corruption, fraud, or anti-competitive practices during the procurement process or the execution of the contract without the Purchaser having taken, in a timely manner and to the satisfaction of AFD, the necessary measures to remedy the situation, including failing in its duty to inform AFD when it has become aware of such maneuvers.

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

- a) Corruption of a Public Official is :
  - The act of promising, offering or granting to a public official, directly or indirectly, an undue advantage of any kind, for himself or for another person or entity, in order that he perform or refrain from performing an act in the exercise of his official duties ;
  - The fact of a public official soliciting or accepting, directly or indirectly, an undue advantage of any kind, for himself or for another person or entity, in order to perform or refrain from performing an act in the exercise of his official duties.
- b) The notion of Public Agent includes :
  - Any natural person who holds a legislative, executive, administrative or judicial mandate (within the Buyer's State), regardless of whether this natural person has been appointed or elected, regardless of the permanent or temporary nature of his or her mandate, whether remunerated or not, and regardless of his or her position and the hierarchical level he or she occupies;
  - Any other natural person who performs a public function, including for a state institution or public enterprise, or who provides a public service;
  - Any other natural person defined as a public official by the national legislation of the project owner's country.
- c) Corruption of a Private Person means :

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- The act of promising, offering or granting, directly or indirectly, an undue advantage of any kind to any person other than a public official, for himself or for another person or entity, so that, in violation of his legal, contractual or professional obligations, he performs or refrains from performing an act ;
- The fact of any person other than a public official soliciting or accepting, directly or indirectly, an undue advantage of any kind, for himself or for another person or entity, in order to perform or refrain from performing an act in violation of his legal, contractual or professional obligations.

d) Fraud refers to any unfair maneuver (action or omission), whether or not criminalized, intended to deliberately deceive another person, intentionally conceal information or surprise or vitiate his consent, circumvent legal or regulatory obligations and/or violate internal rules in order to obtain an illegitimate benefit.

e) An Anticompetitive Practice means :

- Any concerted or tacit action having the object or effect of preventing, restricting or distorting competition on a contract, in particular when it tends to: (i) limit access to the contract or the free exercise of competition by others; (ii) hinder the free determination of prices by artificially favoring their rise or fall; (iii) limit or control production, outlets, investment or technical progress; or (iv) share contracts or sources of supply;
- Any abusive exploitation by a person or group of persons of a dominant position in a domestic contract or in a substantial part of it;
- Any offer of abusively low prices, the object or effect of which is to eliminate from a contract or prevent access to a contract a person or one of his products.

## **2 Environmental and Social Responsibility**

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

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

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**PART TWO**  
**Supply Conditions**

**Section VII. Schedule of quantities and  
Delivery schedules**

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## 1. List of supplies and services

Lots	Related supplies and services	Brief description (a)	Place of delivery (Country/City)
1: Printing on paper	<b>A 1. general RAAF brochure</b>		<b>RAAF</b> <b>headquarters</b> <b>Lomé-Togo</b>
	Number of copies	1000	
	Additional copies	100 extra	
	<b>A2. Leaflet II - Specific programs</b>		
	Number of copies	300	
	Extra copies	50 extra	
	<b>A3. Flyer III Specific programs or events</b>		
	Number of copies	500 copies	
	Additional copies	100 extra	
	<b>B. Shirts</b>		
	Number of copies	500 copies	
	Additional copies	100 extra	
	<b>C. Flap box</b>		
	Number of copies	100	
	Additional copies	50	
	<b>D. Newsletter</b>		
	Number of copies	300	
	Additional copies	50	
	<b>E. Capitalization brochures</b>		
	Number of copies	500	
	Additional copies	100	
	<b>F. Communication brochure</b>		
	Number of copies	500	
	Additional copies	100	
	<b>G. Manuals or mementos</b>		
	Number of copies	200	
	Additional copies	50	
	<b>H. Published reports or brochures</b>		
	Number of copies	100	
	Additional copies	25	
	<b>I. Technical data</b>		
	Number of copies	300	
	Additional copies	50	
	<b>J. Note pads</b>		
	Number of copies	200	
	Additional copies	50	
	<b>K 1. wall calendar</b>		
	<b>K2. Table stands</b>		
	<b>L. Business cards</b>	Pack of 100	
Lot 2: Printing on other media	<b>A. Banners</b>		<b>RAAF</b> <b>headquarters</b> <b>Lomé-Togo</b>
	Number of copies	4	
	Additional copies	2	
	<b>B. Kakemonos</b>		
	Number of copies	6	
	Additional copies	2	
	<b>C. Tote Bag (kaba bag)</b>		
	Number of copies	200	
	Additional copies	50	

	<b>D. Laminated posters</b>		
	Number of copies	500	
	Additional copies	100	
<b>Lot 3: other products</b>	<b>A. Speakers</b>		<b>RAAF headquarters Lomé-Togo</b>
	Number of copies	200	
	Additional copies	50	
	<b>B. 8GB USB Flash Drives</b>		
	Number of copies	200	
	Additional copies	100	
	<b>C. Pens</b>		
	Number of copies	500	
	Additional copies	100	
<b>Lot 4: Video clips and capitalization films/ Photo report</b>	<b>A. Video clips</b> Duration: 2 to 4 minutes Interviews and voice-overs Languages: French, English and Portuguese Number: 1 copy per language, no subtitles	3	<b>RAAF Headquarters Lomé-Togo</b>
	<b>B. Capitalization films</b> Duration: 1 to 4 minutes Interviews and voice-overs Languages: French, English and Portuguese Number: 1 copy per language, no subtitles	3	
	<b>C. Capitalization films</b> Duration: 4 to 6 minutes Interviews and voice-overs Languages: French, English and Portuguese Number: 1 copy per language, no subtitles	3	
	<b>D. Capitalization films</b> Duration: from 13 minutes Interviews and voice-overs Languages: French, English and Portuguese Number: 1 copy per language, no subtitles	3	
	<b>E. Photo report</b> HD/high-resolution photos in digital format Number: according to demand	1	
	<b>F. T-shirts</b>		
<b>Lot 5: Fabric/textile products</b>	<b>Number of copies</b>	1000	<b>RAAF Headquarters Lomé-Togo</b>
	<b>Additional copies</b>	100	
	<b>A. Caps</b>		
	<b>Number of copies</b>	400	
	<b>Additional copies</b>	100	
	<b>G. Polos</b>		
	<b>Number of copies</b>	200	
	<b>Additional copies</b>	100	

(a) Detailed technical specifications are given in paragraph 3 below.

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## **2. Delivery and completion schedules**

The lead time (delivery) is between **two (02) days and three (03) weeks** from the approval of the ready for press (RTP), after the purchase order has been notified. Tenderers should therefore propose their delivery times in the tables provided for this purpose in the present Tender Documents (Section VII. Quantities and delivery schedules).

### 3. Technical specifications

Specifications for supplies and services are given below:

Lots	Brief description	Technical specifications
1: Printing on paper	<b>A 1. General RAAF brochure</b>	HD four-colour printing Double-sided Format: triple A4 folded in 3 sections Matt lamination Weight: 170 g Paper: recycled matte
	<b>A2. Leaflet II - Specific programs</b>	HD four-colour printing Double-sided Format: triple A4 folded in 3 sections Matt lamination Weight: 170 g Paper: recycled matte
	<b>A3. Flyer III Specific programs or events</b>	HD four-color printing Double-sided Format: single A4 folded into 3 parts Matt lamination Weight: 170 g Paper: recycled matte
	<b>B. Shirts</b>	Four-color HD printing on front and back covers, last page (text, logos, illustrations) A4 format + closed and two 7cm flaps; 5mm grooving Matt lamination Weight: 300g Paper: recycled matte
	<b>C. Flap box</b>	Dimensions 32x24x7 with 3 x 7 cm flaps Suitcase-type handle Magnetic closure Weight: 400 g HD four-colour printing on one side
	<b>D. Newsletter</b>	HD four-colour printing Double-sided Format: double A3 folded Double stapling Matt lamination Weight: 120 g Paper: recycled matte
	<b>E. Capitalization brochures</b>	HD four-colour printing Format: A4 RV Matt lamination Weight: 200 g Paper: recycled matte
	<b>F. Communication brochure</b>	Format: 20x60 (open) folded in three (20x20 folded) RV four-color printing Weight: 300 g

		Laminated matte recycled paper
	<b>G. Manuals or mementos</b>	HD four-color printing Cover and interior printing in VR Format A4 RV Weight: inside pages: 90 g Cover weight: 250g Binding: Glued square-back Matt, recycled paper Number of inside pages: 200 No lamination
	<b>H. Published reports or brochures</b>	Format: A3 folded Printing : Four-colour process Binding: double or triple stapled RV printed cover RV printed inside pages Number of inside pages: 40 Weight: cover 150 g; inside pages: 80 g Paper: recycled matte No lamination
	<b>I. Technical data</b>	HD four-colour printing Format: A4 recto-verso Matt lamination Weight: 170 g Paper: recycled matte
	<b>J. Note pads</b>	Format: A5 Spiral 80 pages 300 g blanket Four-colour printing on cover and der page in VR Logo printing on each inside page Lines
	<b>K 1. wall calendar</b>	Quantity: 300 Coated paper: 170g Laminating: matt Format: mural: 50 x 36cm on laminated cardboard Printing : Four-colour process Finish: metal spiral binding
	<b>K2. Table stands</b>	Quantity: 400 Number of sheets: 13 Sheets : A5/15x21 cm on 200grs paper Laminating: matt Easel: 21x20 cm on matt laminated cardboard Printing: Four-color process on both sides Accessory: Metal spiral binding
	<b>L. Business cards</b>	Pack of 100 Four-color process printing on both sides (French/English)
<b>Lot 2: Printing on other media</b>	<b>A. Banners</b>	Size: 4 m x 2 m PVC sheeting edged with eyelets Four-colour gloss printing
	<b>B. Kakemonos</b>	High-definition four-colour digital printing

		Roll-up dimensions: 85 x 200cm Materials: PVC tarpaulin 500g/Mé Structure: deluxe aluminium box with wide, sturdy base and compact winder with chrome-plated ends + 1 anodized aluminium 3-part folding pole Accessory: padded carry bag included in the kit
	<b>C. Tote Bag (kaba bag)</b>	Material: Good quality jute Dimensions: 45x35x12 cm; volume: 18 l Screen printing of front and back logos and messages
	<b>D. Laminated posters</b>	Dimensions: 60x80 cm Weight: 400g Plastified 6 eyelets
<b>Lot 3: other products</b>	<b>D. Speakers</b>	Document holder Color: black, gray or red Material: imitation leather and fabric Custom printing on cover A4 format (closed dimensions: 24x33 cm) Compartment for A4 format Writing block Pen loops Business card compartment
	<b>E. USB drives</b>	Materials: wood Capacity: 16 G Printing: laser engraving
	<b>F. Pens</b>	Materials: wood Eco Print Printing: Engraving
<b>Lot 4: Video clips and capitalization films/ Photo report</b>	<b>A. Video clips</b>	Duration: 2 to 4 minutes Interviews and voice-overs Languages: French, English and Portuguese Number: 1 copy per language, no subtitles
	<b>B. Capitalization films</b>	Duration: 1 to 4 minutes Interviews and voice-overs Languages: French, English and Portuguese Number: 1 copy per language, no subtitles
	<b>C. Capitalization films</b>	Duration: 4 to 6 minutes Interviews and voice-overs Languages: French, English and Portuguese Number: 1 copy per language, no subtitles
	<b>D. Capitalization films</b>	Duration: from 13 minutes Interviews and voice-overs Languages: French, English and Portuguese Number: 1 copy per language, no subtitles
	<b>E. Photo report</b>	HD/high-resolution photos in digital format Number: according to demand
	<b>A. T-shirts</b>	High-quality cotton T-shirt (color)

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<b>Lot 5: Fabric/textile products</b>		Printed logo on front and message on back. Color: white, green and brown
	<b><i>B. Caps</i></b>	Premium cotton cap (color) Curved visor, Embroidered eyelets for ventilation, Metal buckle closure, 100% cotton Logo print on front and text on back
	<b><i>C. Polos</i></b>	High-quality cotton polo shirts (bicolor)  Logo embroidery on front and screen- printed message on back Quantity: 500 Embroidered: 300

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## **PART THREE - General and special terms and conditions of contract**

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## Section VIII- Standard purchase order contract

### **BETWEEN :**

The Commission of the Economic Community of West African States (ECOWAS), through the Regional Agency for Agriculture and Food hereinafter referred to as the "Customer", having its principal place of business at : **4 & 5 étages de l'immeuble CRBC, place de la réconciliation au quartier Atchanté, cité OUA Lomé, TOGO, Email: [araa@araa.org](mailto:araa@araa.org) , telephone: +228 22 21 40 03**, represented by **the Vice-President of the ECOWAS Commission, Madame Damtien L. TCHINTCHIBIDJA**,

Hereinafter referred to as the "**Customer**" or "**ECOWAS**" on the one hand,

### **AND**

#### PROVIDER'S NAME

whose registered office is at \_\_\_\_\_, registered with the Trade and Companies Register of \_\_\_\_\_ under number \_\_\_\_\_ represented by \_\_\_\_\_, authorized for the purposes hereof by decision of \_\_\_\_\_ dated \_\_\_\_\_,

If the Service Provider is made up of several entities, the text should be modified as follows:  
"...(hereinafter referred to as the "Provider") and, on the other hand, a Grouping [name of Grouping] consisting of the following entities, each of which will be jointly and severally liable to the Customer for the performance of all contractual obligations, namely [name of member] and [name of member] (hereinafter referred to as the "Provider")."]

Hereinafter referred to as the "**Service Provider**" on the other hand.

Hereinafter referred to individually or collectively as the "**Party(ies)**".

### **IT IS HEREBY STATED :**

The Agence Française de Développement, hereinafter referred to as "AFD", and the ECOWAS Commission have signed a Financing Agreement for the implementation of the Interim Phase of the Support to Food Security Storage Project in West Africa (STOCK II), hereinafter referred to as the "Project", for which ECOWAS is the "Contracting Authority".

**WHEREAS** the Contracting Authority wishes the Service Provider to provide the services described in Annex A to the Contract (hereinafter referred to as the "Services") in connection with the implementation of the Project, and

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**WHEREAS** the Service Provider, having demonstrated to the Customer that it has the required professional capacity, expertise and technical resources, agrees to provide said services in accordance with the terms and conditions set forth in the Contract;

**NOW THEREFORE, THE PARTIES TO THIS AGREEMENT** have agreed as follows:

The purpose of this contract (hereinafter, the "Contract") is to specify the conditions under which the Service Provider will provide these services to the Customer.

This Contract is a purchase order contract for a maximum amount of **XXX Euros (XXX €)** **excluding taxes**. This purchase order contract is multi-award and non-exclusive.

Furthermore, in order to promote sustainable development, the Parties have each recognized the need to encourage compliance with environmental and social standards recognized by the international community, including the fundamental conventions of the International Labour Organization (ILO) and international conventions for the protection of the environment.

**IT IS HEREBY AGREED AS FOLLOWS:**

**Article 1. DEFINITIONS**

Terms and expressions whose first letter or letters are capitalized shall have the following meaning for the purposes of the Contract:

Annex	Means any Annex to the Contract. The Appendices form an integral part of the Contract.
Agreement	Refers to concerted actions, agreements, express or tacit understandings or coalitions, including through the direct or indirect intermediary of a group company established in any country, when their purpose or effect is to prevent, restrict or distort competition on a market, in particular when they tend to : <ul style="list-style-type: none"><li>- Restrict access to the market or the free exercise of competition by other companies;</li><li>- Obstructing the free market in setting prices by artificially promoting their rise or fall;</li><li>- Limiting or controlling production, markets, investment or technical progress;</li><li>- Distribute markets or sources of supply.</li></ul>
Group	Refers to a formal or informal association, with or without a legal personality distinct from that of its constituent members, of more than one Service Provider, in which one of the members, called the Agent, represents all the members of the Grouping, and is jointly and severally liable to the Customer for the performance of the Contract.
Confidential information	Designates : <ul style="list-style-type: none"><li>- All information, data, documents of any kind and regardless of their form or medium, including, but not limited to, any writing, note, report, document, study, analysis, drawing, letter, listing, software or content of data stored on a USB drive, specifications, figures, graphics, communicated by ECOWAS to the Service Provider under the Contract;</li></ul>

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- The Contract (including any information obtained in connection with its negotiation and/or performance) and more generally any information or document that the Service Provider may have obtained, directly or indirectly, in writing or by any other means, from ECOWAS for the purposes of or in connection with the Contract, including without limitation any technical, commercial, strategic or financial information, studies, specifications, software, products ;
- The Service (including any reports, work or studies carried out in connection with the Service) and any information relating thereto.

Staff	Refers to the personnel assigned by the Service Provider to perform the Service.
Service	Refers to all tasks, activities, services, deliverables and services to be performed by the Service Provider under the Contract.

## **Article 2. PURPOSE OF THE CONTRACT AND CONTRACTUAL DOCUMENTS**

### **2.1 Purpose of the Contract**

The purpose of the Contract is to define the conditions under which the Service Provider undertakes to provide ECOWAS, on an independent basis, with services and goods that may be required throughout the operational implementation period of the Project; the Service being more precisely described in Annex A. The Services shall be performed and organized in accordance with the provisions of the Contract and the Appendices.

### **2.2 Contract documents**

- a. The Contract ;
- b. The terms of reference of the Service (Annex A) ;
- c. The technical offer developed by the Service Provider and accepted by the Parties, including a description of the personnel and their tasks and responsibilities with regard to the Service (Annex B);
- d. The Provider's financial offer (Annex C) ;
- e. The signed Declaration of Integrity (Annex D); and
- f. Order form (Annex E)

## **Article 3. PERFORMANCE OF THE SERVICE**

### **3.1 Resources to be deployed**

In the performance of the Contract, the Service Provider shall provide all its know-how and skills for the performance of the Service. It shall provide all the logistics and equipment necessary for the proper performance of the Service.

The Service Provider shall perform the Service in a professional and workmanlike manner.

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The Service Provider undertakes to maintain and/or repair the hardware or software supplied as part of the Service, for the entire duration of the Contract.

### **3.2. Place of performance**

The place of delivery for supplies and services is Lomé. The exact place of delivery will be specified on each purchase order.

### **3.3 Timetable for performance of the Service**

The Service Provider undertakes to deliver to ECOWAS the deliverables whose content and delivery date are specified in each purchase order.

Each of the deliverables must be delivered in the number specified in the purchase order. The Service Provider shall supply these deliverables on the medium defined in each order form to the address specified on each order form. Deliverable conformity will be assessed in accordance with the technical specifications in Annex A and the specific terms of each purchase order. ECOWAS shall validate each compliant deliverable. Only the express and written validation of each deliverable by ECOWAS will provide proof of this conformity.

In the event of a non-compliant deliverable, ECOWAS shall send observations/comments by any means within fourteen (14) working days of receipt of the deliverable, which shall be taken into account by the Service Provider, which shall submit a modified deliverable within a period varying from two (2) to seven (7) working days of ECOWAS sending its observations, depending on the item concerned.

The Service Provider undertakes to perform the Service in accordance with the timetable provided in the purchase order. A delay in the delivery of a deliverable due to the non-validation by ECOWAS of its first version shall in no case result in a delay in the execution schedule of the Service.

Notwithstanding the above, this timetable may be modified exclusively by ECOWAS in the following cases:

- Work cannot begin on the scheduled date or cannot proceed as agreed for reasons attributable to ECOWAS;
- ECOWAS has requested modifications or additions;
- For safety reasons, the Service Provider cancels or postpones a mission required for the Service to be carried out in a high-risk area.

### **3.4. Late payment penalties**

Any delay in performance which has not been expressly approved by ECOWAS may give rise to late payment penalties payable by the Service Provider in the amount of one hundred and fifty euros (excl. VAT) per calendar day of delay, as from the date of receipt of the formal notice sent by ECOWAS to the Service Provider by registered letter with acknowledgement of receipt (A.R.), which has not been followed by action. The amount of the late payment penalties shall be deducted by ECOWAS from the amount of the balance to be paid, and the surplus, if any, shall be repaid by the Service Provider to ECOWAS at the latter's first request.

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Payment of these penalties shall not prevent the automatic termination of the Contract without compensation to the detriment of the Service Provider.

### **3.5. Performance monitoring**

The person mentioned in the order form is, by default, the ECOWAS official responsible for checking the deliverables submitted and validating them. In the event of non-validation, he/she will send his/her observations/comments to the Service Provider within the deadline stipulated in article 3.3.

[ \_\_\_\_Function of the Provider's representative\_\_\_\_\_] is the Provider's correspondent. ECOWAS will forward its observations/recommendations/decisions and/or respond to its requests.

The Service Provider undertakes to take account of any recommendations and to make the modifications requested, in compliance with the Contract and its Appendices.

## **Article 4. ISSUE OF PURCHASE ORDERS**

All Contract services are subject, prior to their execution, to the issue of purchase orders by ECOWAS, under the conditions defined below.

### **4.1. Advance estimate**

ECOWAS will send a service request to the Service Provider.

The ECOWAS request will include:

- Specifications ;
- The nature of the desired deliverable ;
- Desired availability (quantities).
- Delivery site

Within a maximum period of one (1) calendar week, the Service Provider shall propose to ECOWAS (i) a detailed schedule for the implementation of the service, and (ii) a detailed estimate based on the application of the unit price schedule resulting from the Tender.

The Service Provider shall provide responses to requests made by ECOWAS concerning information for the services provided in connection with the performance of this Contract.

These replies are referred to as "quotations". The deadline for providing quotations may not exceed seven (7) calendar days.

Unit prices are set out in Annex C of the Contract and shall be deemed firm and non-revisable for the duration of the Contract.

Each order will be the subject of a specific purchase order from ECOWAS to the Service Provider.

### **4.2. Order form**

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The performance of services under this contract is subject to a prior purchase order issued by ECOWAS and signed by an authorized representative, in accordance with the model provided in Annex E.

The Service Provider undertakes to perform the services in accordance with the wording of the order form, which specifies :

- The name and company name of the Service Provider ;
- Contract identification ;
- The place where the service will be provided and the dates on which it will be carried out;
- Duration of service.

#### **4.3. Order form modification**

ECOWAS reserves the right to make changes to the services ordered during the execution of the purchase order. ECOWAS will then send a corrective purchase order, receipt of which will be acknowledged by the Service Provider. The Service Provider will then provide an additional quotation, covering, where applicable, the scope of services not already covered by the purchase order. The rectifying purchase order also corrects, where applicable, the price(s) and deadline(s) and/or date(s) for performance of the services concerned.

In addition, ECOWAS may decide to halt all or part of the execution of the services ordered. In the latter case, ECOWAS shall inform the Service Provider in writing as soon as possible. The Service Provider shall acknowledge receipt by any means.

In the event that services are discontinued during the performance of the purchase order, the sums due to the Service Provider for payment of the balance of the order shall be calculated on a pro rata basis of the services actually performed for the firm component of the price of the services. Reimbursable expenses, if any, already incurred by the Service Provider shall be due in full. The Service Provider shall provide proof of the amount claimed in support of its invoice. The Service Provider may not claim any additional compensation.

### **Article 5. PAYMENT FOR SERVICES**

#### **5.1. REGULATIONS**

Delivery of the Supplies and performance of the services detailed in the specifications/technical specifications specific to each lot is subject to the issue of purchase orders.

Supplies and services are delivered as and when required, by means of purchase orders. Purchase orders are notified to the Service Provider by any means enabling the date of their receipt by the Service Provider to be ascertained, and constitute an order to carry out the service.

Each purchase order will be drawn up and signed jointly by a representative of ECOWAS and by the representative of the Service Provider who will negotiate the terms of the purchase order and in particular :

- Contract title and reference ;

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- Description of services, place and date of performance or delivery;
- Turnaround times ;
- The pre-tax price of services by reference to the unit prices shown in the commercial offer (unit prices);
- Special terms and conditions; and
- The nature and format of the expected deliverable(s).

Invoicing will be based on the amount established jointly by the parties and mentioned in the purchase order. In general, and unless modified in the purchase orders, services will be invoiced independently for each service, according to the following schedule:

- Payment of the price of services (100%) on presentation of an invoice with supporting documents, after approval of the deliverables specified in the purchase order or order form for the service.

Invoices shall be drawn up in French in two (2) original copies.

## **5.2. Terms of payment**

Payments shall be made by cheque or bank transfer to the Provider's account, details of which are as follows:

- Bank :
- Holder :
- IBAN :
- BIC/SWIFT :

The first payment request must be together with the original IBAN issued by the Bank.

Invoices should be addressed to RAAF/ECOWAS. Payments will be made within thirty (30) days of receipt of the invoice and the documents indicated above, subject to validation of the deliverable(s) covered by the invoice.

## **5.3 Currency of payment**

Payments under the Contract shall be made in the currency(ies) specified in the Contract and each Purchase Order, with a preference for CFA Francs, Euros or USD for ease of payment.

# **Article 6. INTELLECTUAL PROPERTY**

## **6.1. Assignment of copyright**

The Service Provider assigns to ECOWAS, on an exclusive basis, the rights to the Service, as well as to all or part of the elements constituting the Service. The Service Provider irrevocably assigns to ECOWAS, on an exclusive basis for the entire world and for the legal duration of copyright, the exploitation, representation, reproduction and adaptation rights for commercial and/or non-commercial purposes that it holds or will hold on the reports, works, studies and documents produced under the Service (hereinafter the "Assignment").

More specifically, the Assignment includes the rights :

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1. To use, reproduce, store, distribute, communicate, perform, translate, exploit, broadcast and represent the Service;
2. For promotional, commercial or non-commercial, public or private purposes, including but not limited to exhibitions, information campaigns or public relations;
3. In whole or in part, on any current or future medium, including paper, optical, digital, magnetic or any other computer, electronic or telecommunications medium.

The Assignment is made as and when the deliverables produced by the Service Provider under the Service are completed.

The Service Provider also acknowledges ECOWAS's right to transfer to any third party its right to use the deliverables produced by the Service Provider under the Contract.

## **6.2. Assignment guarantees**

For the entire duration of the Assignment, the Service Provider (i) undertakes not to distribute the Service in any medium whatsoever without the consent of ECOWAS and (ii) guarantees the peaceful enjoyment of the ownership of the rights thus assigned to ECOWAS against all disturbances, claims and evictions of any nature whatsoever. In particular, it warrants that it has duly acquired all rights, in particular intellectual property rights, necessary for the Assignment.

Consequently, the Service Provider guarantees ECOWAS against any action, claim, demand or opposition from any person invoking a property right, in particular an intellectual property right, or an act of competition and/or parasitism which may be infringed by the Assignment.

The Service Provider guarantees that the Service does not contain anything that may constitute a violation of the laws and regulations applicable thereto, in particular with respect to defamation and insult, privacy and image rights, breach of public decency, counterfeiting or plagiarism.

## **6.3. Remuneration for the sale**

The price of the Assignment is included on a fixed and definitive basis in the remuneration described in article 5.1 of the Contract. The Service Provider acknowledges that it is aware of this and may not claim any additional sum in respect of the Assignment.

# **Article 7. DECLARATION AND OBLIGATION OF THE SERVICE SUPPLIER**

## **7.1. Provider's declaration**

The authorizations required under the Contract and the insurance relating to the Service shall be the responsibility of the Service Provider. The Service Provider shall provide ECOWAS, at the latter's request, with the corresponding insurance certificate(s).

The Service Provider declares :

- That it has obtained all necessary authorizations from the competent authorities to carry out its activity in its country of origin or the country where the Service is to be performed;

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- That it has all the authorizations necessary for the validity of the Contract and the performance of the obligations arising therefrom.

## **7.2. Obligations of the Service Provider**

Upon signature of the Contract, the Service Provider must provide an extract of the registration in the Trade and Companies Register or a copy of the identification card proving registration in the Trade Register or a receipt for the filing of a declaration with a Business Formality Centre.

If ECOWAS is informed in writing that the Service Provider or a sub-delegate is in breach of the required formalities, it will send the Service Provider formal notice by registered letter with acknowledgement of receipt to put an end to this situation without delay.

The Provider must provide proof that it has put an end to the offending situation. Should the Provider fail to do so, ECOWAS may either apply the contractual penalties or terminate the Contract without compensation, at the Provider's expense and risk.

## **7.3. Confidentiality obligations**

The Service Provider undertakes, for the duration of the Contract and for a period of five (5) years following the end of the Contract, to ensure that the Confidential Information :

- Be protected and kept strictly confidential, and be treated with the same degree of care and protection as it accords to its own confidential information of equal importance;
- Are transmitted internally only to Personnel;
- Are not used for any purpose other than that defined in the Contract.

Notwithstanding the above paragraph, information covered by professional secrecy and banking secrecy must be kept confidential until such time as the relevant secrecy is lifted.

The Service Provider therefore undertakes not to disclose, directly or indirectly, in whole or in part, the Confidential Information without the express, prior and written consent of ECOWAS, to keep confidential any information or document obtained under the Contract and not to make any communication to third parties concerning the assignments entrusted to it without the prior, express and written authorization of ECOWAS.

At the end of the Contract, the Service Provider undertakes to return all documents supplied.

## **7.4. Powers of the Service Provider**

The Service Provider has no authority to act in the name of and on behalf of ECOWAS or to bind ECOWAS, except as expressly authorized by ECOWAS on a case-by-case basis. ECOWAS shall be the sole judge of any decisions to be taken on the offers submitted by the Service Provider at the end of the Service.

## **7.5. Integrity clause**

The Service Provider declares and undertakes to:

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- Not to have committed any act likely to influence the competitive bidding process and, in particular, that no Agreement has been or will be entered into;
- What the negotiation, award and execution of the Contract have not given rise to, do not give rise to and will not give rise to an Act of Corruption.

The Service Provider will respect the commitments contained in the Declaration of Integrity given in Annex D.

## **7.6 Sustainable development**

ECOWAS attaches great importance to the respect of provisions in favor of sustainable development, in both its social and environmental aspects. Consequently, the Service Provider undertakes to comply with the provisions set out in the Declaration of Integrity in Annex D.

## **Article 8. OBLIGATION OF ECOWAS**

To enable the Service Provider to carry out its work, ECOWAS will :

- Provide the Service Provider with all the information in its possession that is necessary to understand the problem and carry out the Service;
- Facilitate the Service Provider's contacts with ECOWAS staff, stakeholders in the field, and the Project concerned by the Service.

## **Article 9. EFFECTIVE DATE - TERM OF CONTRACT**

The Contract will come into force upon signature by the Parties. Services shall commence on the day following signature of the Contract and shall be completed within one (1) year at the latest. ECOWAS will notify the Service Provider of the end of the services **one month in advance**.

At the end of the initial period, the contract may be renewed (1) once for a maximum period of twenty-four (24) months by express decision of ECOWAS. This renewal will be subject to the signature of an amendment.

The Contract may also be terminated by one of the Parties in the cases and in accordance with the terms set out in article 10 of the Contract.

The provisions of Article 5 (Intellectual Property), Article 7.3 (Confidentiality Obligations), and Article 13 (Applicable Law - Jurisdiction) shall continue to apply after the Contract has expired.

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## **Article 10. TERMINATION OF THE CONTRACT**

### **10.1. Termination for convenience**

ECOWAS may terminate the Contract at any time by notifying the other Party of its decision at least 30 (thirty) days in advance by registered letter with acknowledgement of receipt, without compensation to the other Party.

In this case, it will reimburse the Service Provider for any expenses incurred by the latter up to the date of termination and will pay the Service Provider, where applicable, the amount corresponding to the part of the Service performed.

### **10.2. Termination for default**

The Contract may be terminated ipso jure by either Party by registered letter with acknowledgement of receipt, in the event of breach by the other Party of any of its obligations under the Contract, not remedied within a period of fifteen (15) days from the sending of formal notice, by registered letter with acknowledgement of receipt, to remedy said breach. Any termination may be pronounced without prejudice to any damages and interest which may be claimed in addition by the Party suffering the breach.

Termination of the Contract by ECOWAS shall be without compensation and shall not affect ECOWAS's ability to enforce rights and obligations arising prior to the date of termination.

### **10.3 Termination for force majeure**

If an event of force majeure prevents the Service Provider from performing its Services and obligations and continues for more than two (2) months from the date of its occurrence, the Contract may be terminated by ECOWAS as of right, by simple notification sent to the Service Provider, without compensation for the Service Provider or prior notice.

### **10.4 In all cases of termination provided for in article 10 of the Contract :**

- All rights and obligations of the Parties shall cease ipso jure, except for rights and obligations arising prior to the date of termination, and in particular rights relating to (i) intellectual property and (ii) confidentiality obligations;
- In all cases, the Service Provider shall, upon receipt of the notice of termination, hand over to ECOWAS the work completed up to the date of termination and all documents, equipment and/or materials which have been placed at its disposal.

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## **Article 11. FEES - TAXES**

To be eligible, all expenditures under this Contract shall be exempt from any royalty, tax, levy and/or other duties or deductions of any nature whatsoever due in connection with the conclusion, performance or extension of the Contract.

An exemption from customs duties has been obtained for this Contract.

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## **Article 12. MISCELLANEOUS**

The Service Provider may not assign any of its rights and/or obligations under the Contract without the express prior consent of ECOWAS.

All notices, reports and other communications relating to the Contract shall be delivered or sent to the respective residences of the Parties mentioned at the head hereof. They shall become effective upon receipt at such address or at any new address duly notified in writing to the other party.

Any modification to the terms and conditions of the Contract, including modifications to the nature or volume of the Service or to the amount of the Contract, shall be subject to the written agreement of the Parties.

The originals of the Contract are drawn up and signed in the French language. If a translation is made, only the French version will be deemed authentic in the event of divergent interpretation of the provisions of the Contract or in the event of a dispute between the Parties.

## **Article 13. APPLICABLE LAW - JURISDICTION**

The law applicable to this Contract is the law of Togo.

Any dispute between the parties arising from the interpretation and/or performance of this contract shall be settled amicably. Failing this, the dispute will be submitted to arbitration. Disputes shall be submitted to arbitration in accordance with the following provisions:

1. Choice of arbitrator: disputes submitted to arbitration by a Party shall be settled by a sole arbitrator in accordance with the following provisions:  
The two Parties may agree to appoint a sole arbitrator or, failing agreement on the choice of such sole arbitrator within thirty (30) days of receipt by the other Party of an offer of appointment made by the Party initiating the proceedings, either Party may request from the International Federation of Consulting Engineers (FIDIC) of Lausanne, Switzerland, a list of at least five names. Each Party will in turn remove one name from this list, and the last name remaining on the list will be that of the sole arbitrator in charge of settling the dispute. If the final selection of the arbitrator has not been made within sixty (60) days of receipt of this list, FIDIC will, at the request of either Party, appoint the sole arbitrator from the same or another list.
2. Rules of procedure: in the absence of provisions to the contrary, the arbitration shall be conducted in accordance with the rules of arbitration procedure of the United Nations Commission on International Trade Law (UNCITRAL) in force at the date of the Contract.
3. Nationality and qualifications of the arbitrator: the sole arbitrator appointed shall be a renowned international legal or technical expert particularly competent in the field of the dispute in question; he shall not be a national of the country of origin of the Service Provider (or of the country of origin of any of the members in the case of a Grouping) or of the Customer. For the purposes of this Article, "country of origin" shall have the following meaning:

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- a) The nationality of the Service Provider or, if the Service Provider is part of a consortium, of one of its members; or
- b) The country in which the Service Provider (or any member of the Group) has its principal place of business; or
- c) The country of which the majority of the Service Provider's shareholders (or one of the Group's members) are nationals; or
- d) The country of which the Subcontractor concerned is a national, when the dispute concerns a subcontract.

4. Miscellaneous provisions: in the event of arbitration proceedings governed by the provisions of the present Article :

- a) Unless otherwise agreed, the procedure will take place in Nigeria;
- b) French shall be the official language for all purposes; and
- c) The decision of the sole arbitrator shall be final, binding and enforceable before the competent courts. The Parties hereby exclude any objection or claim based on immunity relating to the enforcement of the judgment.

#### **Article 14. CONTACTS**

For notification and information purposes, the addresses are :

##### **For ECOWAS :**

Agence Régionale pour l'Agriculture et l'Alimentation (ARAA)

Attention: Mr. Executive Director

Address: 4 & 5 étages de l'immeuble CRBC, place de la réconciliation au quartier  
Atchanté

01 BP 48817  
cité OUA Lomé, TOGO

Telephone: +228 22 21 40 03

##### **For the Service Provider :**

Name of service provider - Contact person

Please note:

Address:

Lomé, .....

In three (3) original copies, one (1) for ECOWAS and one (1) for the Service Provider

FOR THE SERVICE PROVIDER

FOR ECOWAS

Signed by  
Title :

Signed by Damtien L. TCHINTCHIBIDJA  
Vice-President of the ECOWAS Commission

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# **Section IX. Annexes to the Contract**

Schedule A of Contract

**Terms of reference**

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Annex B of Contract

**Provider's technical offer**

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Annex C of Contract

**Financial offer and unit price schedule**

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Annex D of contract

**Declaration of Integrity, Eligibility and Environmental and Social Commitment**

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Annex E of Contract

**Order form template**

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## Annex E: Sample order form

CONTRACT NO. ....

Order form n°.....

### **A - Customer :**

The Commission of the Economic Community of West African States (ECOWAS), through the Regional Agency for Agriculture and Food hereinafter referred to as the "Customer", having its principal place of business at : **4 & 5 étages de l'immeuble CRBC, place de la réconciliation au quartier Atchanté, cité OUA Lomé, TOGO, Email: [araa@araa.org](mailto:araa@araa.org), telephone: +228 22 21 40 03**, represented by **the Vice-President of the ECOWAS Commission, Madame Damtien L. TCHINTCHIBIDJA**

### **B - Contract holder :**

Name of service provider :

Provider's address :

Commercial register number :

### **C - Purpose of the contract :**

**Title** Set up purchase order contract(s) for services to design and produce communication and visibility tools for the RAAF and its projects and programs.

**Contract reference** .....

**Execution time** 12 months with a possible extension to 24 months.

### **D - Services ordered**

The holder of the contract identified above is kindly requested to perform the services designated below, in accordance with the provisions of the constituent documents of the contract. He shall return a copy of this purchase order, duly completed and signed, in lieu of an acknowledgement of receipt.

Delivery address for services ordered :

.....

Deadline for delivery or performance of services ordered: .....

Other details: ..... (To be completed if applicable)

Description of services ordered	Quantity	Price per unit	Total price
<b>Lot</b>			
<b>Service 1</b>			

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<b>Service 2</b>			
...			
<b>TOTAL PURCHASE ORDER AMOUNT</b>			

Terms of payment :

- 100% within 30 days of receipt of elements deemed acceptable by ECOWAS/RAAF, i.e. [amount in words (and figures)] Euros.

**E - Customer signature :**

Lomé, on.....

**For and on behalf of RAAF/CEDEAO**

**Signed by Damtien L. TCHINTCHIBIDJA**  
**Vice-President of the ECOWAS Commission**

**F - Acknowledgement of receipt of the purchase order by the contractor :**

Received this order form on .....

Any comments :

.....

In....., on.....

**For and on behalf of .....**

**Signed by : .....**

**Title: .....**

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Annex A of Purchase Order

**Terms of reference specific to the Purchase Order**

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**Provider's quotation**

**Section X. Contract Forms**

**List of forms**

Agreement .....	85
Advance payment guarantee .....	86

## Agreement

UNDER THE TERMS OF THIS AGREEMENT, entered into on \_\_\_\_\_ day of \_\_\_\_\_ between \_\_\_\_\_  
\_\_\_\_\_, of \_\_\_\_\_ (hereinafter referred to as the "Buyer") on the one hand, and \_\_\_\_\_ from \_\_\_\_\_  
\_\_\_\_\_, (hereinafter referred to as the "Supplier") on the other:

Whereas the Contracting Authority has invited tenders for certain supplies and related services, namely \_\_\_\_\_ and has accepted an offer from the Supplier for the delivery of these supplies and the provision of these related services, for an amount equal to \_\_\_\_\_ (hereinafter referred to as the "Contract Price").

**IT HAS BEEN AGREED AS FOLLOWS:**

1 In this Agreement, words and expressions shall have the same meaning as respectively given to them in the clauses of the Contract to which reference is made.

2 The following documents shall be deemed to form an integral part of the Agreement and shall be read and interpreted as such:

- a) The Contract Letter sent to the Supplier by the Purchaser;
- b) The Submission Form and its annexes (including the signed Declaration of Integrity);
- c) the Cahier des Clauses Administratives Particulières ;
- d) Cahier des Clauses Administratives Générales ;
- e) The Schedule of Quantities, Delivery Schedule, and Technical Specifications ;
- f) the Bid Form and Price Schedule submitted by the Bidder; and
- g) Start-up advance refund guarantee form;

(3) In consideration of the payments to be made by the Contracting Authority to the Supplier as hereinafter set forth, the Supplier hereby agrees with the Contracting Authority to deliver the Supplies and render the Related Services, and to remedy defects in such Supplies and Related Services in accordance in all respects with the provisions of the Contract.

4. The Contracting Authority hereby agrees to pay the Supplier, in consideration of the supplies and related services, and the rectification of defects and deficiencies therein, the Contract Price, or any other amount due under the Contract, at the times and in the manner prescribed by the Contract.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be signed in accordance with the laws of [REDACTED] on the day and year mentioned below.

Signed by \_\_\_\_\_ (for the Contracting Authority)

Signed by \_\_\_\_\_ (for the Provider)

---

**advance payment guarantee**

Date : \_\_\_\_\_  
Tender n° : \_\_\_\_\_  
Tender n° \_\_\_\_\_

To : \_\_\_\_\_

In accordance with the clause of the Contract relating to the payment of advances, \_\_\_\_\_ (hereinafter referred to as the "Supplier") shall deposit with the Contracting Authority a guarantee consisting of \_\_\_\_\_ (hereinafter referred to as the "Supplier") will deposit with the Contracting Authority a guarantee consisting of. \_\_\_\_\_.

We, the undersigned \_\_\_\_\_ having our registered office at \_\_\_\_\_ (hereinafter referred to as the "Guarantor"), in accordance with the Supplier's instructions, unconditionally and irrevocably agree to guarantee as principal obligee and not only as Guarantor the payment to the Contracting Authority, on first demand without any right of objection on our part and without its first prior claim to the Supplier, of an amount not exceeding \_\_\_\_\_.

This guarantee shall remain valid and in full force from the date of the advance payment received by the Supplier under the Contract until \_\_\_\_\_

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

Signed \_\_\_\_\_

Duly authorized to sign this authorization for and on behalf of \_\_\_\_\_

As of \_\_\_\_\_ day of \_\_\_\_\_