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ECOWAS COMMISSION

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REGIONAL BIDDING DOCUMENTS

N°ARAA/STOCK II/2024/AOR/002

Ref PPM: Contract n°7, Activity A1.1.2

SELECTION OF SERVICE PROVIDER(S) FOR

The implementation of purchase order contract(s) for inspection services of storage facilities and quality and quantity control of products of the ECOWAS Regional Food Security Reserve

- Client** : Economic Community of West African States Commission - ECOWAS, through the Regional Agency for Agriculture and Food (RAAF)
- Countries** : 15 ECOWAS Member States, Chad and Mauritania
- Project** : Interim phase of the Support Project for Food Security Storage in West Africa (STOCK II)
- Financial Partners** : Agence Française de Développement

SEPTEMBER 2024

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PART ONE

Bid Procedures

Section I. Instructions to Bidders

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Section I. Instructions to Bidders

A. Generalities

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| 1. Purpose of the Contract | <p>1.1 With reference to the call for bids identified in the Bid Data Sheet (BDS), the Client, as indicated in the BDS, issues these Bidding Documents for the provision of the services specified in Section VII, Terms of Reference and Technical Specifications of the Services. The name, identification number, and number of lots covered by the regional Call for Bids (CFB) are included in the BDS.</p> <p>1.2 Throughout these Bidding Documents :</p> <ul style="list-style-type: none"> a) the term “in writing” means communicated in written form with proof of receipt. b) if the context so requires, singular means plural and vice versa; and c) "Day" means a calendar day. |
| 2. Origin of funds | <p>2.1 The Client identified in the DPAO, has requested or obtained funding (hereinafter referred to as "the funds" from the Agence Française de Développement hereinafter referred to as "AFD"), with a view to financing the project identified in the BDS. The Client intends to use part of the funds to make authorised payments under the contract for which this bid is launched.</p> |
| 3. Fraudulent practices and Corruption | <p>3.1 The AFD requires the application of the rules relating to fraudulent and practices and corruption as set out in Section VI.</p> <p>3.2 For the purposes of applying these rules, the Bidders (including their subcontractors) must ensure that the AFD and its agents can examine the accounts, accounting records, statements, and other documents related to the applications, submission of Bids, and the execution of the Contracts and submit them for verification to auditors designated by the AFD.</p> |
| 4. Eligible candidates | <p>4.1 Bidders may consist of private or public entities (subject to the provisions of Article 4.3 of the IS) or of any consortium including them under an existing agreement or as evidenced by an intention to form such an agreement supported by a letter of intent and a draft consortium agreement. In the case of a consortium, all members forming it will be jointly responsible for the execution of the contract in accordance with its terms. The consortium shall appoint an Agent with authority to represent all its members validly during the bidding process, and in the event of the award of the contract to such consortium, during the performance of the Contract.</p> <p>4.2 Bidders cannot be in a conflict-of-interest situation and those determined to be in such a situation will be disqualified. Bidders are considered to be able to have such a conflict with one or more stakeholders in the bidding process in the following situations:</p> |

- a) Bidders placed under the control of the same company;
 - b) Bidders who directly or indirectly receive subsidies from each other;
 - c) Bidders who have the same legal representative in the context of this Call for Bids;
 - d) Bidders who maintain direct contact with each other or through a third party, allowing them to access the information contained in their bids or to influence them or influence the Client's decisions regarding this bid;
 - e) Bidders participating in multiple bids under this bid. The participation of a Bidder in multiple Bids will result in the disqualification of all Bids in which they have participated; however, a company may appear as a subcontractor in multiple Bids;
 - f) Bidders or any of the firms to which they are affiliated who have provided consulting services for the preparation of specifications, plans, calculations and other documents for the services subject to this bid; or
 - g) The Bidder who has himself- or one of the firms to which he is affiliated, has been recruited (or is to be) by the Client to carry out the Supervision of the Contract; or
 - h) Bidders who have close business or family ties with a member of the Client's staff (or the staff of the entity executing the Project or a beneficiary of part of the funds): i) who is directly or indirectly involved in the preparation of the Bidding Documents or the Terms of Reference of the contract, and/or in the process of evaluating the Bids; or ii) who could be involved in the execution or supervision of said contract, unless the conflict arising from this relationship has been resolved to the satisfaction of the AFD during the selection process and the execution of the contract.
- 4.3 The eligibility criteria to bid for the AFD are set out in Section V - Eligibility Criteria.
- 4.4 Bidders must not be subject to temporary exclusion by the Client under a Bid Security Declaration.
- 4.5 Bidders must provide evidence of their eligibility as may be required by the client.

B. Contents of the Bidding Documents

5. Sections of the Bidding Documents

5.1 The Bidding Documents include all the sections listed below. They must be interpreted in the light of any addendum possibly issued in accordance with clause 7 of the ITB.

PART ONE: Call for Bids Procedures

- Section I. Instructions to Bidders (ITB)
- Section II. Bid data sheets (BDS)
- Section III. Evaluation and Qualification Criteria
- Section IV. Submission Forms
- Section V. Eligibility criteria
- Section VI. AFD rules: Fraudulent Practices and Corruption - Environmental and Social Responsibility

PART TWO: Requirements for the Services

- Section VII. Terms of Reference and Technical Specifications of the Services

PART THREE: General and Special Conditions of the Contract

- Section VIII. Standard Contract for Purchase Orders

5.2 The Call for Bids Notice issued by the Client is not part of the Bidding Documents.

5.3 The Client cannot be held responsible for the integrity of the Bidding Documents, the responses to requests for clarifications, or the addenda to the Bidding Documents in accordance with article 7 of the ITB, if they have not been obtained directly from the client. In the event of any discrepancies, the documents obtained directly from the Client take precedence.

5.4 The Bidder must review all instructions, forms, conditions, and specifications contained in the bid documents. It is the Bidder's responsibility to provide all the information and documents required by the Bidding Documents.

6. Clarification of the Bidding Documents

6.1 Any prospective Bidder requiring clarification of the documents shall contact the Client in writing at the address indicated in the **BDS**. The Client will respond in writing to any request for clarification, provided that such request is received no later than fourteen (14) days prior to the deadline for submission of Bids. The Purchaser shall forward copies of its response (including a description of the inquiry but without identifying its source) to all Bidders who have acquired the Bidding Documents in accordance with ITB 5.3. If the BDS allow it, the Client will also publish its response on the webpage identified in the **BDS**. Should the Client deem it necessary to amend the Bidding Documents following any clarifications, it shall do so in accordance with the procedure stipulated in clause 7 and article 21.2 of the ITB.

7. Amendment of Bidding Documents

- 7.1 The Client may, at any time prior to the deadline for submission of bids, amend the bid documents by issuing an addendum.
- 7.2 Any published addendum will be considered an integral part of the Bidding Documents and will be communicated in writing to all those who have obtained the bid documents in accordance with Article 5.3 of the ITB. The Client will immediately publish the addendum on the webpage identified in article 6.1 of the ITB.
- 7.3 To allow prospective Bidders reasonable time in which to take the addendum into account in preparing their Bids, the Client may, at its discretion, extend the deadline for the submission of Bids, pursuant to ITB Sub-Clause 21.2.

C. Preparation of Bids**8. Cost of Bidding**

- 8.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Call for bids process.

9. Language of Bid

- 9.1 The Bid, as well as all correspondence and documents concerning the bidding, exchanged between the Bidder and the Client will be written in the language indicated in the BDS. The additional documents and prints provided by the Bidder as part of the bidding process may be written in another language provided that they are accompanied by a translation of the relevant sections of the Bid in the language indicated in the BDS, in which case, for the purpose of interpreting the Bid, the translation shall prevail.

10. Documents Comprising the Bid

- 10.1 The Bid shall comprise the following documents:
- a) The Submission Form as well as the other forms in Section IV, in accordance with the provisions of Article 11 of the ITB;
 - b) The applicable Price Forms, filled in accordance with ITB Clauses 11 and 13;
 - c) The Bid Security or the Bid Security Declaration established in accordance with the provisions of clause 18 of the ITB;
 - d) Alternative bids, if permissible, in accordance with the provisions of Article 12 of the ITB;
 - e) Written confirmation authorising the signatory of the Bid to commit the Bidder, in accordance with ITB Clause 19.2;
 - f) The Integrity Declaration, Eligibility and Environmental and Social Commitment duly signed, in accordance with Article 11 of the ITB;
 - g) Documentary evidence in accordance with ITB Clause 16 establishing the Bidder's eligibility to bid, including the Bidder Information Form;

- h) Documentary evidence in accordance with ITB Clause 16 establishing that the Bidder's qualifications to perform the Contract if its Bid is accepted; and
- i) Documentary evidence in accordance with ITB clauses 15 and 28, that the services conform to the Bidding Documents;
- j) Any other documents stipulated in the **BDS**.

10.2 In addition to the documents required under article 10.1 of the ITB, the Tender submitted by a Consortium of companies must include either a copy of the Consortium Agreement binding all members of the Consortium, or a letter of intent to form such a Consortium signed by all members of the Consortium and accompanied by a draft agreement.

10.3 The Bidder will provide, in their Submission Form, information regarding the commissions and indemnity paid in connection with their Bid.

11. Submission Form, Integrity Declaration, Price Forms and other forms

11.1 The Bidder shall submit their Bid by completing the Submission Forms, the Integrity Declaration, the Price Forms, and the other forms as provided in Section IV. Submission Forms, without making any changes to the text of the forms, except in accordance with the provisions of Article 19.4 of the ITB. All sections must be completed to provide the information requested.

12. Alternatives

12.1 Unless otherwise specified in the **BDS**, alternatives will not be considered.

13. Bid Prices and Discounts

13.1 The Prices and discounts indicated by the Bidder on the Submission Form of the Financial Bid and the price forms will comply with the stipulations below.

13.2 All services in the Terms of Reference must be listed and priced separately in the Price Schedules.

13.3 The Price to be quoted in the Submission Form of the Financial Bid shall be the total Price of the Bid, excluding any discounts offered.

13.4 The Bidder shall indicate any unconditional discount and the method of applying said discount on the Submission Form of the Financial Bid.

13.5 Prices offered by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, unless otherwise specified in the **BDS**. A bid submitted with an adjustable price quotation shall be treated as nonresponsive and shall be rejected, pursuant to ITB Clause 28. However, if in accordance with the BDS, Prices shall be subject to adjustment during the performance of the Contract, a bid submitted with a fixed Price quotation shall not be rejected, but the price adjustment shall be treated as zero.

- 13.6 If so indicated in ITB Sub-Clause 1.1, the Call for bids may be issued for a single contract or for a group of contracts (lots). Unless otherwise indicated in the **BDS**, the prices indicated must correspond to the entirety (100%) of the services of each lot, and to the entirety (100%) of the quantity indicated for each service. Bidders wishing to offer any price reduction for the award of more than one Contract shall specify in their bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Price reductions or discounts shall be submitted in accordance with ITB Sub-Clause 13.4, provided the bids for all lots are submitted and opened at the same time.
- 13.7 Prices must be indicated as mentioned in each price form found in Section IV, Submission Forms. Price breakdown is only required to make it easier for the Client to compare Bids. In the price indications, the Bidder will be free to use a carrier and obtain insurance services from any eligible country, in accordance with Section V, Eligibility Criteria. The prices will be entered as follows:
- i) Services required in Section VII, Terms of Reference and Technical Specifications of the Services;
 - i) The Price of each item forming part of the services (excluding all applicable taxes);
 - ii) Customs duties, sales taxes, and other taxes payable in the Client's country on the services if the Contract is awarded.

14. Currencies of the Bid

14. The currencies of the Bid and the settlement currencies will comply with the provisions of the BDS. The Bidder shall indicate the portion of the Price of its Bid corresponding to the expenditures incurred in the Client's country, in the currency of the Client's country, unless otherwise specified in the **BDS**.

15. Documents attesting to the compliance of the services with the Bidding Documents

- 15.1 To establish the compliance of the services with the Bidding Documents, the Bidder shall provide as part of their Bid the supporting documents specified in Section VII, Terms of Reference and Technical Specifications of the Services.
- 15.2 The documentary evidence shall consist of a detailed description of the essential technical requirements of the services, demonstrating substantial responsiveness to the specifications and, where applicable, a list of divergences from the provisions of Section VII, Terms of Reference and Technical Specifications of the services.

16. Documents Establishing the Qualifications of the Bidder

- 16.1 To establish that they are eligible to compete in accordance with ITB Clause 4, the Bidder shall complete the Submission Forms, included in Section IV, Submission Forms.
- 16.2 The documents that the Bidder will provide to establish that they possess the required qualifications to execute the Contract if their Bid is accepted, will establish, to the satisfaction of the Client, that:
- a) If required by the **BDS**, in the event that the Bidder is not present in the Client's country, the Bidder is or will be (if their Bid is accepted) represented by an agent equipped and able to meet the contractual obligations of the Contract and the technical specifications regarding the execution of the Services.
 - b) The Bidder meets each of the qualification criteria specified in Section III, Evaluation and Qualification Criteria.

17. Period of Validity of Bids

- 17.1 The Bids shall remain valid for the period specified in the **BDS** after the Bidding deadline set by the Client, in accordance with article 21.1 of the ITB. A Bid valid for a shorter period will be considered non-compliant and rejected by the Client.
- 17.2 In exceptional circumstances, prior to the expiry of the bid validity period, the Client may request Bidders to extend the period of validity of their Bid. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with Article 18 of the ITB, its validity will be extended for a period of 28 days beyond the new Bid validity deadline. A Bidder may refuse to extend the validity of their Bid without losing their Bid Security. A Bidder granting the request shall not be required or permitted to modify its Bid, except as provided in ITB Sub-Clause 17.3.
- 17.3 If the award is delayed by more than fifty-six (56) days beyond the initial period of Bid validity, the Price of the Contract will be updated as follows:
- a) In the case of a fixed-price Contract, the Contract Amount will be equal to the updated Bid Amount by the factor listed in the **BDS**;
 - b) in the case of a Contract with a revisable Price, the Contract Amount will not be subject to an update;
 - c) In any case, the Bids will be evaluated based on the Bid Amount without taking into account the aforementioned adjustment.

18. Bid Security

- 18.1 In accordance with the provisions of the **BDS**, the Bidder shall provide the original of a Bid Security Declaration or a Bid Security, which will form an integral part of their Bid. When a Bid Security is required, the amount of the Bid Security and the currency in which it must be denominated will be indicated in the **BDS**.

- 18.2 The Bid Security Declaration shall be presented in accordance with the template provided in Section IV – Submission Forms.
- 18.3 When required, the Bid Security shall be presented in one of the following forms, at the Bidder's choice:
- a) a Bank Guarantee issued by a bank, an insurance company or a surety organisation;
 - b) an irrevocable letter of credit; or
 - c) a cashier's or certified check; or
 - d) any other warranty mentioned, if applicable, in the **BDS**, from a recognised source, established in a country meeting the origin criteria listed in Section V. Eligibility Criteria. If the Bid Security provided by the Bidder is in the form of a first demand guarantee issued by an insurance company or a guarantee institution located outside the Client's country, the issuing institution must have a corresponding financial institution in the Client's country to enable its execution, if necessary. The Bid Security will be established in accordance with the form set out in Section IV- Submission Forms, or in another form similar in substance and approved by the Client before the submission of the Bid. The Bid Security must remain valid for a period exceeding twenty-eight days (28) beyond the initial validity period of the bid and, if appropriate, be extended according to the provisions of article 17.2 of the ITB.
- 18.4 Any Bid not accompanied by a Bid Security or a substantially compliant Bid Security Declaration will be rejected by the Client as non-compliant.
- 18.5 Unsuccessful Bidders' Bid Securities will be returned to them as soon as possible after the successful Bidder has signed the Contract.
- 18.6 The Bid Security of the successful Bidder will be returned to them as soon as possible after the Contract is signed.
- 18.7 The Bid Security may be seized or the Bid Security Declaration implemented:
- a) if the Bidder withdraws its Bid during the validity period it has specified in the Submission Form, or any extension in accordance with the provisions of Article 17.2 of the ITB; or
 - b) if the successful Bidder fails to:
 - i) (i) sign the Contract in accordance with ITB Clause 36.
- 18.8 The Bid Security, or the Bid Security Declaration submitted by a Consortium, shall be made out in the name of the Consortium that submitted the Bid. When a consortium has not been formally established at the time of the Bid submission, the Bid Security or the Bid Security Declaration of this consortium will be made out in the name of all future members of the consortium, in

accordance with the wording of the consortium agreement project mentioned in articles 4.1 and 10.2 of the ITB.

- 18.9 When in accordance with Article 18.1 of the ITB, no Bid Security is required and if:
- a) the Bidder withdraws their Bid during the validity period mentioned in the Submission Form or any extension they have granted; or
 - b) the Bidder selected fails to fulfil its obligation to sign the Contract in accordance with article 36 of the ITB,

The Client may, if the **BDS** so provide, disqualify the Bidder from any award of contract by the Client for the period of time stipulated in the **BDS**.

19. Format and Signing of the Bid

- 19.1 The Bidder shall prepare one original of the documents comprising the Bid as described in ITB Clause 10 and clearly mark it "ORIGINAL." A variant Bid, when it is admissible, in accordance with Article 12 of the ITB will clearly bear the mention "VARIANT". Furthermore, the Bidder shall submit the number of additional copies of their Bid as **specified in the BDS**, clearly marking these copies as "COPY". In the event of any discrepancy between the original and the copies, the original shall prevail.

- 19.2 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person duly authorised to sign on behalf of the Bidder. This authorisation will be established in the form **specified in the BDS**, and attached to the Bid. The name and position of each signatory must be typed or printed below the signature. All pages of the Bid, except for unmodified publications, will be initialled by the signatory of the Bid.

- 19.3 The Bids submitted by consortiums must be signed on behalf of the consortium by an authorised representative of the consortium in a way that binds all members of the consortium and include the power of attorney of the consortium signed by persons authorised to sign on behalf of the consortium. If at the time of bidding, the consortium does not yet have a legal existence, the Bid must then be signed by each of the members of the proposed consortium.

- 19.4.2.3 Any interlineation, erasures, or overwriting shall be valid only if they are signed or initialled by the person signing the bid.

D. Submission and Opening of Bids

20. Sealing and Marking of Bids

- 20.1 The Bidder shall place the original of its Bid and all copies, including alternative bids if permitted in accordance with ITB Clause 12, in separate sealed envelopes, marking the envelopes as "ORIGINAL-OFFRE DE BASE", "ORIGINAL-VARIANTE" or "COPY-OFFRE DE BASE" and "COPY-VARIANTE", as appropriate. These envelopes containing the original and the copies shall then be enclosed in one single envelope.

20.2 The inner and outer envelopes must:

- a) bear the name and address of the Bidder
- b) be addressed to the Client in accordance with article 21.1 of the ITB;
- c) include the identification of the Call for bids in accordance with Article 1.1 of the ITB;
- d) include the marking not to open them before the date and time set for the opening of bids.

20.3 If the outer envelope is not sealed and marked as required, the Client shall not be responsible if the Bid is lost or prematurely opened.

21. Deadline for Submission of Bids

21.1 Bids must be received by the Client at the address specified in the **BDS** before the expiry date and time specified therein. When the BDS allow it, Bidders will have the opportunity to submit their Bid electronically. In such a case, the Bidders must follow the procedure outlined in the **BDS**.

21.2 The Client may, if deemed appropriate, postpone the deadline for the Submission of Bids by amending the Bidding Documents in accordance with clause 7 of the ITB, in which case, all the rights and obligations of the Client and the Bidders previously subject to the deadline shall thereafter be subject to the by deadline as extended.

22. Offers out of time

22.1 The Client will not accept any Bid that arrives after the expiration of the Bid submission Deadline, as set out in ITB Clause 21. Any bid received by the Purchaser after the deadline for submission of bids will be declared late, rejected, and returned unopened to the Bidder.

23. Withdrawal, substitution and modification of Bids

23.1 A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice, duly signed by an authorised representative, and shall include a copy of the authorisation in accordance with ITB Clause 19.2. The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:

- a) issued in accordance with clauses 19 and 20 of the ITB (except for withdrawal notices which do not require copies). Furthermore, the envelopes must clearly bear, as appropriate, the marking "WITHDRAWAL", "SUBSTITUTION" or "MODIFICATION"; and
- b) received by the Client prior to the deadline limit for the submission of Bids in accordance with ITB Clause 21.

23.2 Bids requested to be withdrawn in accordance with Article 23.1 shall be returned unopened to the Bidders.

23.3 No Bid may be withdrawn, replaced, or modified between the deadline for submission of Bids and the expiry date of the validity specified by the Bidder on the Submission Form, or the expiration of any extension of validity.

24. Bid Opening

24.1 Subject to the provisions set out in articles 22 and 23 of the ITB, at the date, time and address indicated in the **BDS** the Client will proceed, in accordance with the provisions of article 24 of the ITB, with the Opening of Bids (regardless of the number of Bids received) in the presence of the designated representatives of the Bidders who wish to attend and any other person who wishes to be present. The specific procedures for the Opening of electronic Bids, if such Bids are outlined in article 21.1 of the ITB, will be detailed in the **BDS**.

First, envelopes marked "Withdrawal" SHALL BE OPENED AND READ OUT, AND THE ENVELOPE CONTAINING THE Bid shall be returned to the Bidder without being opened. The withdrawal of a Bid shall only be permitted if the corresponding notice contains a valid authorisation from the signatory to request the withdrawal and if this notice is read out at the bid opening. Next, envelopes marked "SUBSTITUTION" shall be opened and read out, and the new Bid shall be substituted for the previous one, which shall be returned to the Bidder without being opened. The replacement of a Bid shall only be permitted if the corresponding notice contains a valid authorisation from the signatory to request the replacement and is read aloud. Envelopes marked "MODIFICATION" shall be opened and read out with the corresponding Bid. The modification of a Bid will only be authorised if the corresponding notice contains a valid authorisation from the signatory to request the modification and it is read aloud. Only envelopes that are opened and read out at the bid opening shall be considered further.

24.3 All other envelopes will be opened one after the other and the name of the Bidder announced aloud, along with the appropriate marking of any modification, the Bid Amount per lot if appropriate, including discounts and their application terms, alternative bids if appropriate, the existence of a Bid Security or Bid Security Declaration if required, and any other detail that the Client deems useful to mention. Only discounts and alternative bids read out at the bid opening shall be considered for evaluation. The Submission Form and price forms will be initialled by at least three (3) representatives of the Client present at the opening of the bid ceremony. The Client must neither comment on the merits of the envelopes nor reject any of the envelopes (except for the envelopes received after the Deadline and in Compliance with article 22.1 of the ITB).

24.4 The Client will establish minutes of the bid opening session, which will include at least for each Bid: the name of the Bidder and if there is withdrawal, replacement of the Bid or modification, the amount of the Bid, by lot if applicable, including all discounts and proposed variations, and the existence or absence of a Bid Security or Bid Security Declaration if required. The Bidders' representatives who are present shall

be requested to sign the record of the opening of bids. The absence of the signature of a Bidder does not affect the validity and content of the record. A copy of the record shall be distributed to all Bidders.

E. Evaluation and Comparison of Bids

25. Privacy

- 25.1 No information relating to the examination, evaluation, comparison of Bids, and verification of the qualification of Bidders, or to the recommendation for the award of the Contract shall be disclosed to Bidders or any other person not officially involved in the Call for bids procedure as long as the award of the Contract has not been notified to the Bidders in accordance with article 35 of the ITB.
- 25.2 Any attempt made by a Bidder to influence the Client at the examination, evaluation, comparison of the Bids and verification of the Bidders' capacity or at the award decision may result in the rejection of their Bid.
- 25.3 Notwithstanding the provisions of clause 25.2 of the ITB, between the time when the bids are opened and when the Contract is awarded, a Bidder who wishes to contact the Client for reasons related to their Bid must do so in writing only.

26. Clarifications of Bids

- 26.1 To facilitate the examination, evaluation, comparison of Bids and the verification of the qualifications of Bidders, the Client has full discretion to request Clarifications from a Bidder on their Bid by allowing a reasonable response Deadline. Any clarification provided by a Bidder other than in response to a request from the Client will not be taken into account. The Client's request for clarification and the response shall be in writing. No price modification or substantial change to the Bid (including a change in the amount of the Bid made at the Bidder's initiative) will be requested, offered or allowed, except to confirm the correction of arithmetic errors discovered by the Client during the evaluation of Bids in accordance with clause 30 of the ITB.
- 26.2 The Bid of a Bidder who does not provide the clarifications on their Bid before the expiry date and time specified by the Client in their request for clarifications is liable to be rejected.

- 27. Divergences, reserves or omissions**
- 27.1 For the purposes of the evaluation of Bids, the following definitions shall apply:
- a) A "divergence" is a deviation from the provisions of the Bidding Documents;
 - b) A "reservation" is the formulation of a restrictive conditionality, or the non-acceptance of a provision required by the Bidding Documents; and
 - c) An "omission" is the total or partial absence of the information and documents required by the Bidding Documents.
- 28. Compliance of Bids**
- 28.1 The Client will establish the Compliance of the Bid based on its content, as defined in article 10 of the ITB.
- 28.2 A substantially responsive Bid is a Bid that conforms to the provisions of the Bidding Documents, without any major divergence, reservation, or omission. The divergences, reservations or significant omissions are those which:
- a) (a) if they were accepted,
 - i) (ii) significantly limit the scope, quality or performance of the services specified in the Contract; or
 - ii) Would significantly limit, in a manner inconsistent with the Call for Bids Documents, the rights of the Client or the obligations of the Bidder under the Contract;
 - b) If corrected, would be detrimental to other Bidders who have submitted substantially responsive Bids.
- 28.3 The Client will examine the technical aspects of the bid in accordance with article 15 of the ITB, particularly to ensure that all the requirements of Section VII, Terms of Reference and Technical Specifications of the Services have been met without significant divergence, reservation, or omission.
- 28.4 The Client will reject any Bid that is not substantially compliant with the Bidding Documents, and the Bidder will not subsequently be able to make it compliant by correcting any divergences, reservations, or significant omissions that may have been identified.
- 29. Nonconformity, Errors, and Omissions**
- 29.1 When a Bid is substantially compliant with the provisions of the Bidding Documents, the Client may tolerate any minor non-compliance.
- 29.2 When a Bid is substantially compliant with the provisions of the Bidding Documents, the Client may request the Bidder to provide, within a reasonable Deadline, the necessary information or documentation to remedy the non-compliance or minor omissions identified in the Bid in comparison with the

documentation required by the Bidding Documents. Under no circumstances may such a request relate to any element reflected in the Bid Amount. Failure to comply with such a request may result in the Bidder's bid being disqualified.

- 29.3 When a Bid is substantially compliant with the provisions of the Bidding Documents, the Client will rectify minor non-compliances or omissions that affect the bid price. For this purpose, the Bid Amount will be adjusted, for evaluation purposes only, to reflect the missing or inconsistent item.
- 30. Correction of arithmetic errors**
- 30.1 When a Bid is substantially responsive to the provisions of the Bidding Documents, the Client shall correct the arithmetic errors based on the following:
- a) If there is a discrepancy between the unit price and the total price obtained by multiplying the unit price by the corresponding quantity, the unit price shall prevail and the total price will be adjusted, unless, in the Client's opinion, the decimal point of the unit price is clearly misplaced, in which case the indicated total price will prevail and the unit price will be adjusted;
 - b) (b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
 - c) If there is a contradiction between the amount indicated in words and the amount indicated in figures, the amount in words shall prevail, unless this amount is affected by an arithmetic error, in which case, in the case of a contract at unit prices, the amount in figures shall prevail subject to paragraphs a) and b) above.
- 30.2 The Bidder will be required to accept the corrections of any arithmetic errors made. In case of a refusal of the corrections made in accordance with article 30.1 of the ITB, his Bid will be rejected.
- 31. 1.3 Conversion to Single Currency**
- 31.1 For the purposes of evaluation and comparison of the Bids, the Client will convert all the Prices of the Bids expressed in various currencies into the currency specified in the **BDS**.
- 32. Evaluation of Bids**
- 32.1 To evaluate the Bids, the Client shall use the criteria and methodologies defined in the specific data of the Call for bids and in Section III-Evaluation Criteria and qualification, to the exclusion of any other criteria or methodology.

- 33. Client's right to cancel the procedure and reject all Bids**
- 33.1 The Client reserves the right to cancel the Call for bids process and reject all Bids at any time prior to award of the Contract, without incurring any Liability to the Bidders. In the appropriate of cancellation, the Bids and the Bid Securities will be returned without delay to the Bidders.

F. Award of the Contract

- 34. Award criteria**
- 34.1 Subject to the provisions of article 33.1, the Client will award the Contract to the Bidder in accordance with the selection method specified in the Bid Data Sheet.
- 35. Notification of Contract Award**
- 35.1 Before the expiry of the bids validity period, the Client will notify the successful Bidder, in writing, that their Bid has been accepted. The Client will simultaneously notify the other Bidders of the result of the Call for Bids.
- 35.2 Until the signing and approval of the Contract, the notice of award will constitute the mutual commitment of the Client and the awardee.
- 35.3 The Client will promptly respond in writing to any Bidder who has submitted an unsuccessful Bid and, after the notice of results by the Client according to the provisions of clause 35.1, has submitted a written request to the Client seeking information on the reason(s) why their Bid was not accepted.
- 36. Signing of the Contract**
- 36.1 The execution of the services of the contract, detailed in the terms of reference, is subject to the issuance and receipt of purchase orders.
- 36.2 The services are performed as needed by issuing purchase orders. They are notified to the holder by any means that allows the date of receipt by the holder to be verified and serves as an order to perform the service.

Section II. Specifications of the Call for Bids

A. Introduction

ITB 1.1 Identification and Call for Bids Notice Number: **N°ARAA/STOCK II/2024/AOR/002**

ITB 1.1 The Purchaser is: **Economic Community of West African States Commission - ECOWAS, through the Regional Agency for Agriculture and Food (RAAF)**

ITB 1.1 Number and identification of lots comprising this ICB:
The services are subdivided into lots as shown in the table below:

Lot	Country	Intervention areas	Services composing the lot
1	Benin	Malanville, Tanguiéta and others	Services 1 to 8
2	Burkina Faso	Ouagadougou, Dédougou, Koudougou and others	Services 1 to 8
3	Cabo Verde	PRAIA and others	Services 1 to 8
4	Côte d'Ivoire	Abidjan, Korhogo and others	Services 1 to 8
5	The Gambia	Banjul and others	Services 1 to 8
6	Ghana	Yendi, Tamale and others	Services 1 to 8
7	Guinea	Conakry and others	Services 1 to 8
8	Guinea Bissau	Bissau and others	Services 1 to 8
9	Liberia	Monrovia and others	Services 1 to 8
10	Mali	Bamako, Koutiala, Sikasso, Ségou and others	Services 1 to 8
11	Niger	Dosso, Birnin Konni, Maradi, Zinder, Magaria, Tessaoua, Tchadoua and others	Services 1 to 8
12	Nigeria	Kano and others	Services 1 to 8
13	Senegal	Kahone and others	Services 1 to 8
14	Sierra Leone	Bo and others	Services 1 to 8
15	Togo	Lomé, Kara and others	Services 1 to 8
16	Mauritania	Nouakchott	Services 1 to 8
17	Chad	N'Djamena and others	Services 1 to 8

For each lot tendered, the bid must cover all services (services 1 to 8).

Candidates can bid on several lots. A provider can be the awardee of one or several lots. In the event of awarding multiple lots, the Purchaser will take into account the provider's operational capacity to execute the expected services simultaneously and reserves the right to limit the number of lots to be awarded to a single provider.

ITB 1.1	<p>The mission of the provider will take place at the selected storage sites of the Regional Food Security Reserve. As such, missions are to be planned in the relevant countries (sites) of ECOWAS. The details are provided in the terms of reference.</p> <p>The services will include staff travel to areas with security risks¹. The provider undertakes to take the measures it deems necessary and sufficient to ensure the safety of the staff mobilised in the context of this service, its own safety, and that of the property for which liability has been entrusted to it. He commits to respecting the directives of ECOWAS and RAAF regarding security. To do this, he will need to sign the letter of commitment-Security attached to Annex 2 to Form TECH-1.</p>
ITB 2.1	<p>The name of the Project is: Interim phase of the Support Project for Food Security Storage in West Africa (STOCK II)</p>
B. Bidding Documents	
ITB 6.1	<p>The request for clarification must be sent no later than fourteen (14) days prior to the deadline for Submission of Bids.</p> <p>In order to obtain clarifications only, the Client's address is as follows:</p> <p>Address: Regional Agency for Agriculture and Food (RAAF), 4th & 5th floors of the CRBC building, place de la réconciliation in the Atchanté district, OUA city Lomé, Togo. (Procurement service)</p> <p>Email: procurement@araa.org; cc: ctienon@araa.org; pbessi@araa.org; mnakorba@araa.org with the subject "ICB No. 002/STOCK II-Request for Clarification"</p> <p>Bidders can participate in the pre-bid conference that will be held on October 4, 2024, from 3 p.m. GMT through zoom link. Interested bidders must register by email addressed to the contact below with the subject line "AOR002-Quality Control-Prior Conference" to receive the zoom link of the meeting.</p>
C. Preparation of Bids	
ITB 9.1	<p>The language of the bid is: French or English</p> <p>All correspondence will be exchanged in French or in English. The language for translating the additional printed documents provided by the Provider will be French or in English.</p>

¹ In accordance with article 1.5.2 "Security" of the Guidelines for the Procurement funded by the AFD in the Foreign States, locations of execution of the Services situated in an area classified as orange or red by the French Ministry of Europe and Foreign Affairs (or any other French ministry responsible for developing the classification of the security level of foreign countries, as appropriate).

<p>ITB 10.1 (j)</p>	<p>The Bidder must attach the following documents to their Bid according to the template below.</p> <p>If the response format is not respected, the Client reserves the right to reject the bid without analysing it:</p> <p><u>1st inner envelope containing the Technical Bid:</u></p> <ol style="list-style-type: none"> (1) Technical Bid Submission Form (TECH-1); (2) Integrity Declaration signed (Annex 1 to TECH-1); (3) Letter of commitment-Security (Annex 2 to TECH-1); (4) Signatory Power of the Bid; (5) Consortium Agreement (if applicable); (6) Description of the methodology and work organization and team composition (Forms TECH-2, TECH-3 and its annexes, and TECH-4 provided as a guide); (7) Forms related to the Provider and potential members of the consortium (ELI-1.1, ELI-1.2, ANT-2, EXP-4.1, EXP-4.2) ; (8) Documentary evidence establishing that the Bidder has the qualifications required to execute the Contract if its Bid is accepted; (9) The bidder's legal documents (legal existence document, tax certificate, non-bankruptcy certificate). <p>AND</p> <p><u>2nd inner envelope containing the Financial Bid:</u></p> <ol style="list-style-type: none"> (1) Financial Bid Submission Form (FIN-1); (2) Price Summary (END-2) ; (3) Price Form - Detailed Breakdown of Service Costs (FIN-3) ; (4) Forms FIN-3.1, FIN-3.2; etc. <p>The candidate may include in the annex any other document at their discretion that may support their application.</p> <p>A candidate bidding on more than one lot must submit separate bids for each lot (including the same set of forms listed above).</p>
<p>ITB 12.1</p>	<p>Alternative bids : <i>not allowed.</i></p>
<p>ITB 13.5</p>	<p>The Prices proposed by the Bidder will be <i>firm</i></p>
<p>ITB 13.6</p>	<p>The Price indicated for each lot must correspond to at least <i>one hundred percent (100%)</i> of the Services constituting each lot.</p> <p>The Price indicated for each service in a lot must correspond to at least <i>one hundred percent (100%)</i> of the Quantity required for this service.</p>
<p>ITB 14.1</p>	<p>The Prices will be stated in Euro</p> <p>The Bidder is not required to express in the currency of the Client's country the portion of the Price of their Bid corresponding to expenses incurred in that same currency.</p>

ITB 17.1	<p>The Bid Validity Period will be 120 calendar days from the Bidding deadline set by the Client.</p> <p>A bid valid for a shorter period will be considered inconsistent and rejected by the Client.</p> <p>Exceptionally, before the expiry of the bid validity period, the Client may request in writing to the Providers to extend the validity period of their bid.</p>
17.3 (a)	<p>In the case of a fixed-price contract, the Contract Amount will be the Bid Amount updated as follows: Not applicable</p>
ITB 18.1	<p>The bank guarantee of Bidding is not required.</p>
ITB 18.9	<p>Any Bidder who withdraws their Bid during the validity Deadline mentioned in the Submission Form or any extension granted; or the successful bidder who fails to sign the Contract will be disqualified by the Buyer from any award of contract for a period of 5 years.</p>
ITB 19.1	<p>In addition to the original bid, the number of copies requested is: 3</p>
ITB 19.2	<p>The written confirmation of authorisation to sign on behalf of the Bidder shall consist of: a power of attorney from the legal representative of the Bidder to the signatory of the bid</p>
D. Submission of Bids and Opening of Bids	
ITB 21.1	<p>For Submission of Bids purposes only, the Client's address is:</p> <p>Address: Regional Agency for Agriculture and Food (RAAF)</p> <p style="text-align: center;">Door 509, 5th floor of the CRBC building, place de la réconciliation in the Atchanté district, OUA city Lomé, Togo</p> <p style="text-align: center;">Phone: +228 22 21 40 03</p> <p>Time: from 8:00 AM to 1:00 PM GMT, from 2:00 PM to 5:00 PM GMT</p> <p>The expiry date and time for the Submission of Bids are as follows:</p> <p>Deadline: <u>Tuesday, 29 October 2024</u></p> <p>Time: 11:00 AM GMT,</p> <p>In parallel with sending the physical file, the Bidder may send by email a COPY of the DHL receipt (or other provider) to the address: procurement@RAAF.org; cc: ctienon@RAAF.org; pbessi@RAAF.org; mnakorba@RAAF.org.</p> <p>The technical and financial bids must not be attached to the email.</p>
ITB 21.1	<p>The Bidders do not have the option to submit a Bid electronically.</p>
ITB 24.1	<p>The opening of bids will take place at the address, on the expiry date and at the following time:</p>

	<p><u>Address:</u> Regional Agency for Agriculture and Food (RAAF) Door 509, 5th floor of the CRBC building, place de la réconciliation in the Atchanté district, OUA city Lomé, Togo</p> <p style="text-align: center;">Phone: +228 22 21 40 03</p> <p>The expiry date and time of the Bids are as follows:</p> <p>Deadline: <u>Tuesday, 29 October 2024</u></p> <p>Time: 11:30 GMT</p> <p>No minimum number of Bids is required to proceed with the opening of Bids.</p>
E. Evaluation and comparison of Bids	
<p>ITB 31.1</p>	<p>The currency used to convert all the prices of the Bids expressed in various currencies for the purpose of evaluation and comparing these Bids is: EURO</p> <p>The source of exchange rate shall be: Monthly Exchange rates established by the ECOWAS Commission Bank for Investment and Development.</p> <p>The reference date is: the 7th day before the deadline for submission of Bids. The filing deadline included.</p> <p>For reference, the exchange rate in effect for the month of July 2024 is: 1 Euro = 655,957 F CFA.</p>
<p>ITB 32.1</p>	<p>The evaluation will be conducted by lot</p> <p>The bids will be evaluated according to the following three (3) main steps:</p> <ul style="list-style-type: none"> I- Preliminary review; II- Determination of the compliance of the bid (Technical evaluation); III- Financial Evaluation. <p>The detail of each step is presented in Section III of this bidding documents.</p> <p>A Bid will be deemed compliant if it scores at least 80 points out of 100.</p> <p>Bids that have not obtained this minimum score will be deemed inconsistent and rejected at this stage.</p>
<p>ITB 33</p>	<p>The provisions of ITB 33.1 are applicable</p>
F. Award of the Contract	
<p>ITB 34.1</p>	<p>The lot(s) will be awarded to the Service Provider(s) using the Lowest Cost Conforming Quality (LCCQ) method for each lot.</p> <p>Thus, for each lot, the Client will select from the Providers whose bid is compliant, the Provider offering the lowest evaluated Price, to negotiate a Contract, provided that it meets the criteria of the preliminary examination.</p> <p>The Client reserves the right to request the best final bid from the provider(s) thus selected.</p>

<p>A provider can be awarded one or more lots. In the event of awarding multiple lots, the Client will take into account the provider's operational capacity to execute the expected services simultaneously and reserves the right to limit the number of lots to be awarded to a single provider.</p>

Section III. Evaluation Criteria and Qualification

This Section contains all the factors, methods and criteria that the Client will use to evaluate the Bids and ensure that a Bidder has the required qualifications. No other factor, method or criterion will be used.

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1. Preliminary review: Eliminary criteria (no grading)

Submission Forms (Tech-1 and Annexes):	Price Forms (FIN-1, FIN-2, FIN-3)	Eligibility: (Submission Form, Integrity Declaration, Formulaire ELI - 1.1, ELI-1.2)	Administrative documents (Formulaire ELI-1, ELI-2) + Supporting documents	Previous Contract performance history (Submission Form and Form ANT-2)	Bids validity period	Methodology, Work Plan and team composition (forms TECH-2, TECH-3, TECH4)	Experiences (forms EXP-4.1 and EXP-4.2) + proof of execution	Format of Bidding:
Criterion: the Submission Form must be provided and duly signed and accompanied by proof of the signatory's authority	Criterion: the Price schedules must be provided and include all expected items	Criterion: the Bidder must meet the eligibility conditions (nationality, absence of conflicts of interest, public enterprises)	Criterion: the file must include the required administrative documents (Legal Existence document, Tax Certificate, Non-bankruptcy Certificate)	Criterion: the Bidder must not have any history of unexecuted Contracts or ongoing litigation in the past 5 years	Criterion: the Bid must remain valid for a period of at least 120 days	Criterion: the forms must be provided	Criterion: the Bidder must provide the documents justifying their technical ability and experience in relation to the Services	Criterion: - Financial Bid must be separated from the Technical Bid in accordance with ITB 10.1

2. Technical evaluation (Determination of the compliance of the bid and qualification of the bidder)

The technical bid will be examined according to the following criteria:

N°	Criteria	Points
A	Quality of the response	5
A-1	<i>Understanding of the context, needs and challenges of the mission</i>	2
A-2	<i>Compliance with the response framework and readability of the bid</i>	3
B	Human resources	30
B-1	<i>Human resources matching needs</i>	5
B-2	<i>Quality of profiles and skills</i>	15
B-3	<i>Distribution of roles</i>	5
B-4	<i>Scalability²</i>	5
C	Operational Services	55
C-1	<i>Proposed organisation and capacity to operate in the country (assessed by lot)</i>	10

² It is the provider's ability to respond to a sudden increase in demand for services in the country concerned by the lot(s) to which they have submitted a bid. As a result, he will need to specify the number of staff, the available Logistics means, and possibly the Contracts currently in execution in the country.

C-2	<i>Implementation of proven methods³</i>	15
C-3	<i>Experience on similar projects in the countries considered</i>	30
D	Quality insurance	10
D-1	<i>Quality management (certification)</i>	7
D-2	<i>Prevention of occupational risks</i>	3
	TOTAL - TECHNICAL NOTE	100

A Bid will be deemed compliant if it scores at least **80 points out of 100**. Bids that have not obtained this minimum score will be deemed inconsistent and rejected at this stage.

For a given country, if no proposal is deemed compliant, the Client reserves the right to reduce the minimum qualification score according to the level they deem appropriate while maintaining the floor at 60 points. The selected proposals require the provider to address the identified weaknesses without any price modifications before the final selection.

3. Financial evaluation

For each lot, the financial evaluation will consist of correcting the arithmetic errors and comparing the Bids to determine the lowest provider.

The Bids will be evaluated by lot. The price of a service mentioned in the Price Schedule but not quantified will be deemed included in the price of the other services. A service not mentioned in the Price Schedule will be considered as not part of the Bid and, assuming it is compliant, the highest price offered for that service by Bidders whose Bids are compliant will be added to the Bid price, and the total price thus evaluated of the Bid will be used for comparing Bids.

4. Award

For each lot, the Client will select from the Providers whose bids are compliant, the Provider offering the lowest evaluated price, to negotiate a Contract, provided that it meets the criteria of the preliminary examination. The Client reserves the right to request the best final bid from the provider(s) thus selected. A provider can be awarded one or more lots. In the event of awarding multiple lots, the Client will take into account the provider's operational capacity to execute the expected services simultaneously and reserves the right to limit the number of lots to be awarded to a single provider.

³ It is about the control and application of standards and norms in terms of Health Security of food, particularly cereal products.

Section IV. Submission Forms

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TECH-1 Form: Technical Bid Submission Form

[The Bidder must complete this Form on letterhead bearing their name and address]

Date: _____

ICB No.: _____

Call for Bids Notice No.: _____

Alternative No.: _____

To: _____

We, the undersigned, declare that:

- a) We have reviewed the Bidding Documents, including the addendum/addenda issued in accordance with Article 7 of the Instructions to Bidders No.: _____; and have no reservation regarding them;
- b) We do not have any conflicts of interest as defined in article 4.2 of the ITB;
- c) We have not been excluded by the Client on the basis of the Implementation of the Bid Security Declaration as provided for in Article 4.4 of the ITB;
- d) Our Bid will remain valid for a period of _____ days from the expiry date set for the Submission of Bids in the Bidding Documents; this Bid will continue to bind us and may be accepted at any time before the expiration of this period;
- e) In accordance with article 4.2(e) of the Instructions to Bidders, we do not participate, as a Bidder, in more than one Bid in the context of the present Call for Bids, except for variant Bids presented in accordance with article 13 of the Instructions to Bidders.
- f) It is understood that this Bid, and your written acceptance of said Bid included in the notice of award of the Contract that you will address to us, shall constitute a binding contract between us, until a formal contract is established and signed;
- g) we acknowledge and accept that the Client reserves the right to cancel the Call for Bids process and reject all Bids at any time before the Contract is awarded without incurring any liability as a result;
- h) we certify that we have taken all appropriate measures to ensure that no person acting on our behalf or on our behalf can engage in actions of fraud and corruption;
- i) we commit to negotiate a Contract based on our Bid;
- j) our Bid has binding force for us, below reservation of modifications resulting from Contract negotiations.

Name _____ As _____

Signature _____

Duly authorised to sign the bid for and on behalf of ¹ _____

On the _____ day of _____ expiry date

Annex 1 to the Submission Form of the Technical Bid

¹ In the case of a consortium, enter the name of the Consortium. The person signing the bid on behalf of the Bidder will attach to the bid the Power of Attorney granted by the Bidder.

Integrity Declaration, Eligibility and Environmental and Social Responsibility Declaration

Title of the bid or proposal: _____ (the "**Contract**"²)

To: _____ (the "**Project Owner**")

1. We acknowledge and accept that the Agence Française de Développement (the "**AFD**") only finances the projects of the Project Owner under its own conditions, which are determined by the Financing Agreement that directly or indirectly binds it to the Project Owner. As a result, there can be no legal link between AFD and our company, our consortium, our suppliers, contractors, consultants and subcontractors. The Project Owner retains exclusive liability for the preparation and implementation of the procurement process and their execution. According to whether it concerns construction contracts, supplies, equipment, intellectual services (consultants) or other service provisions, the Project Owner may also be referred to as Client or Buyer.
2. We declare that we are not, and that none of the members of our consortium, nor our suppliers, contractors, consultants and subcontractors, are in any of the following cases:
 - 2.1 Being in a state of or having been subject to bankruptcy, liquidation, judicial settlement, safeguarding, cessation of activity, or being in any similar situation resulting from a procedure of the same nature;
 - 2.2 Having been subject to:
 - a. A conviction pronounced less than five years ago by a final judgment in the country where the Contract is being carried out, for fraud, corruption or any offence committed in the context of the award or execution of a contract (in the event of such a conviction, we have the possibility to attach to this Integrity Declaration additional information that would allow to consider that this conviction is not relevant in the context of the Contract);
 - b. an administrative sanction pronounced less than five years ago 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 the context of the award or execution of a contract (in the event of such a sanction, we may attach to this Integrity Declaration additional information that would allow to consider that this sanction is not relevant in the context of the Contract);
 - c. A conviction pronounced less than five years ago by a final judgment, for fraud, corruption or for any offence committed in the context of the award or execution of a contract funded by AFD;
 - 2.3 Appear on the financial sanctions lists adopted by the United Nations, the European Union and/or France, particularly in relation to the fight against the financing of terrorism and against threats to peace and international security;
 - 2.4 Having been subject to a termination pronounced exclusively against us in the last five years due to a serious or persistent breach of our contractual obligations during the execution of a previous contract, provided that this sanction has not been contested by us or has not been

² When this Integrity Declaration is required in the context of a contract that cannot be qualified as a "contract" within the meaning of local law, the term "contract(s)" is therefore replaced by the term "contract(s)" and the terms "bidder or consultant" are therefore replaced by the term "candidate".

- the subject of a court decision overturning the termination exclusively against us;
- 2.5 Not having fulfilled our tax payment obligations according to the legal provisions of the country where we are established or those of the country of the Project Owner;
 - 2.6 Being subject to an exclusion decision pronounced by the World Bank and appearing as such on the list published at the email address <http://www.worldbank.org/debarr> (in the event of such an exclusion decision, we can attach to this Integrity Declaration the additional information that would allow to consider that this exclusion decision is not relevant in the context of the Contract);
 - 2.7 Having produced false documents or having made false statement(s) by providing the information required by the Project Owner in the context of the current contract award process.
3. We declare that we are not, and that none of the members of our consortium or our suppliers, contractors, consultants and subcontractors, are in any of the following conflict of interest situations:
 - 3.1) Controlling shareholder of the Client or subsidiary controlled by the Client, unless the resulting conflict has been brought to the attention of AFD and resolved to its satisfaction.
 - 3.2) Having business or family relationships with a member of the Client's services involved in the award process of the Contract or the resulting Supervision, unless the resulting conflict has been brought to the attention of the AFD 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 allocate 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 the information contained in our Bids or proposals respectively, to influence them, or to influence the decisions of the Client;
 - 3.4) Being engaged for a mission of intellectual services which, by its nature, may prove to be incompatible with our missions on behalf of the Project Owner;
 - 3.5) In the case of a procedure aimed at awarding a construction, supplies or equipment contract:
 - i. Having prepared ourselves or having been associated with a consultant who has prepared specifications, plans, calculations and other documents used in the context of the award procedure;
 - ii. Being ourselves, or one of the firms to which we are affiliated, recruited, or to be recruited, by the Project Owner to supervise or control the works under the Contract.
 4. If we are a public institution or a public company, to participate in a competition procedure, we certify that we have legal and financial autonomy and that we are managed according to the rules of commercial law.
 5. We undertake to communicate without delay to the Project Owner, who will inform the AFD, any change in situation according to points 2 to 4 above.
 6. In the context of the award and execution of the contract:
 - 6.1) We have not committed and will not commit any dishonest manoeuvre (action or omission) intended to deliberately deceive others, intentionally conceal information from them, or to surprise or distort their consent, or to make them circumvent legal or regulatory obligations and/or violate their internal rules in order to obtain an illegitimate benefit.

6.2) We have not committed and will not commit any dishonest 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 we will not promise, offer or grant, directly or indirectly, to (i) any Person holding a legislative, executive, administrative or judicial mandate within the State of the Project Owner, whether appointed or elected, on a permanent or temporary basis, whether paid or unpaid and regardless of their level, (ii) any other Person holding a public position, including for a public body or company, or providing a public service, or (iii) any other Person defined as a public official in the State of the Project Owner, any undue advantage of any kind, for themselves or for another person or entity, in order to perform or refrain from performing an act in the exercise of their 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 a private sector entity or works for such an entity, in any capacity whatsoever, an undue advantage of any kind, for themselves or for another Person or entity, in order to perform or refrain from performing an act in violation of their legal, contractual or professional obligations.

6.5) We have not committed and will not commit any act that could influence the award process of the Contract to the detriment of the Project Owner, and in particular, no anti-competitive practice aimed at preventing, restricting or distorting competition, particularly by seeking to limit access to the Contract or the free exercise of competition by other companies.

6.6) We, or one of the members of our consortium, or one of the subcontractors, will not acquire or supply materials and will not operate in sectors under embargo by the United Nations, the European Union or France.

6.7) We undertake to respect and ensure that all our subcontractors respect the environmental and social standards recognised by the international community, including the fundamental conventions of the International Labour Organization (ILO) and international conventions for environmental protection, in line with the laws and regulations applicable in the country where the context is carried out. Furthermore, we commit to implementing the environmental and social risk mitigation measures when they are 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, authorise AFD to examine the documents and accounting records related to the award and execution of the contract and to submit them for verification to auditors designated by AFD.

Name: _____ As: _____

Duly authorised to sign for and on behalf of 3 _____

Signature: _____

Dated on: _____

³ In the case of a consortium, enter the name of the Consortium. The person signing the bid, proposal, or application on behalf of the bidder or consultant shall attach the power of attorney granted by the bidder or consultant.

**Annex 2 to the Technical Bid Submission Form -
Letter of Commitment – Provider's Securities.**

We, the undersigned, have taken note of the security context and assessed the associated risks in the context of setting up contract(s) for services of inspection of storage facilities and quality control and quantity of products of the Reservation.

We acknowledge that our personal safety, that of our staff, and the property entrusted to us for the execution of the Contract, remains our sole responsibility. We are committed to taking the measures that we deem necessary and sufficient to ensure our own security, that of our staff and the property for which we are liable. We commit to respecting the directives of ECOWAS, RAAF, and AFD regarding security.

Name: _____

Signature: _____

Dated: _____

Form ELI - 1.1:

Bidder Information Sheet

Date: _____

ICB No and position: _____

Page _____ of _____ pages

Legal name of the Bidder:
In the case of a consortium (Joint Venture), legal name of each party:
Countries where the Bidder is incorporated as a company:
Year the Bidder was incorporated:
Legal address of the Bidder in the country where it is incorporated:
<p>Bidder's Authorised Representative Information:</p> <p>Name:</p> <p>Address:</p> <p>Telephone/Fax Number:</p> <p>email address:</p>
<p>1. Copies of the following original documents are attached:</p> <p><input type="checkbox"/> Statutes or Constituent Documents of the above-mentioned legal entity.</p> <p><input type="checkbox"/> In the case of a Consortium, the agreement or letter of intent to form an agreement as well as the draft Consortium Agreement, in accordance with the provisions of article 4.1 of the ITB.</p> <p><input type="checkbox"/> In the case of a public company, any additional document in accordance with the provisions of article 4.3 of the ITB, documents establishing:</p> <p style="margin-left: 40px;">a) The legal and financial autonomy of the company</p> <p style="margin-left: 40px;">b) That the company is governed by the provisions of commercial law</p> <p style="margin-left: 40px;">c) That the Bidder does not depend on the Client</p> <p>2. The documents such as the company's organisational chart, the list of the members of the board of Administration and the shareholding are included.</p>

Form ELI – 1.2:

Information sheet for each Party of a Consortium

[To be completed by each member of the Consortium]

Date: _____

ICB No and position: _____

Page _____ of _____ pages

Legal name of the Bidder:
Legal name of the consortium party:
Countries where the Consortium party is incorporated:
Year of registration of the Consortium Party:
Legal address of the part of the Consortium in the country of incorporation:
Information on the authorised representative of the party to the Consortium: Name: Address: Phone/Fax Number: email address:
<p>1. Copies of the following original documents are attached:</p> <p><input type="checkbox"/> Statutes or Constituent Documents of the above-mentioned legal entity.</p> <p><input type="checkbox"/> In the case of a company or public institution, documents establishing</p> <ul style="list-style-type: none"> a) Legal and financial autonomy b) Respect for commercial law rules, and c) The absence of dependency, in accordance with the provisions of Article 4.3 of the ITB. <p>2. The documents such as the company's organisational chart, the list of the members of the board of Administration and the shareholding are included.</p>

Form ANT-2: History of unexecuted Contracts, pending disputes, and history of disputes

[The form below must be completed by the Candidate and by each partner in the case of a Consortium]

Legal name of Bidder: *[insert full name]*

Date: *[insert day, mois, année]*

or

Legal name of the Party to the Consortium: *[insert full name]*

No. ICB and position: *[identification and position of the ICB]*

Page *[identification of the page]* of *[total number of pages]* pages

Contracts not executed in accordance with the provisions of Section III, Evaluation and Qualification Criteria			
<input type="checkbox"/> There has not been a Contract unexecuted since 1 st January 2019			
<input type="checkbox"/> Contract(s) not executed since 1 st January 2019:			
Year	Unfulfilled portion of the contract	Identification of the contract	Total Amount of the contract (current value, currency, Exchange Rate and equivalent amount in €)
<i>[insert year]</i>	<i>[indicate the amount and percentage]</i>	Identification of the Contract: <i>[give full name/identification of the contract and other forms of identification]</i> Name of the Client: <i>[full name]</i> Client's address: <i>[street, identification, city, country]</i> Reasons for non-execution: <i>[indicate the main reason(s)]</i>	
Pending litigation under Section III, Evaluation and Qualification Criteria			
<input type="checkbox"/> No dispute pending under Section III, Evaluation Criteria and Qualification, sub-criteria 2.3			
<input type="checkbox"/> Dispute(s) pending under Section III, Evaluation Criteria and Qualification, sub-criteria 2.3:			

Year of the dispute	Amount of the claim (currency)	Contract identification	Total Amount of the contract (currency), equivalent in € (Exchange Rate)
<i>[insert the year]</i> _____	<i>[state the amount]</i> _____	Identification of the Contract: <i>[insert full name and identification of the contract and other forms of identification]</i> Name of the Client: <i>[full name]</i> Client's address: <i>[street, identification, city, countries]</i> Subject of the dispute: <i>[indicate the main points in dispute]</i> Consortium party to the contract who initiated the dispute <i>[specify "the Client" or "the Contractor"]</i> Instance of settlement: <i>[specify conciliation, arbitration tribunal or judicial court]</i> Current status of the dispute: <i>[specify "ongoing", or "resolved", etc.]</i>	<i>[state the amount]</i> _____
_____	_____		_____

Form EXP - 4.1:

General Experience of the Bidder

[This table must be completed by the Bidder and, in the case of a consortium, by each member of the Consortium]

Legal name of the Bidder: [insert full name] Date: [insert day, mois, année]

or

Legal name of the Party to the Consortium: [insert full name]

No. ICB and position: [identification and position of the ICB]

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

[Provide a list of contracts in chronological order starting from the date of their start]

Start month/year	End month/year	Contract identification	Role of the bidder
...	...	Contract Name: Brief description of the work performed by the bidder: Contract Amount: [insert the amount in [specify the currency, the Exchange Rate and the equivalent in €.] Country of execution: Name of Project Owner: Address:	[Indicate "Contractor", "Subcontractor" or "Assembler"]
...
...

Form EXP - 4.2:

Specific experience of the bidder

[This table must be completed by the Bidder and, where appropriate, by each member of the Consortium]

Legal name of the bidder: _____ Date: _____

Legal name of the party to the Consortium: _____ No. ICB: _____

Identification of similar contract: ... out of 2 required	Information	
Contract identification		
Date of grant		
Completion date		
Role in the contract		
Total Amount of the contract (in €)		€
In the case of a party to a consortium or a subcontractor, specify the participation in the total contract amount.	%	€
Name of the Client:		
Client's details (address, phone and email)		
Description of similarity		
Amount		
Physical size		
Complexity		
Methods / Technology		
Other Characteristics		

Form TECH-2: - Technical offer

A- Quality of the response

In its organisation and methodology, the Provider must present how it understands the needs and challenges of the mission, and how it intends to carry out the services.

The provider must also include the expected deliverables described in the Terms of Reference for each service.

The provider will provide any feedback on the Terms of Reference, or other matters.

B- Human resources

The provider must clearly specify the composition of their team for each bid lot, including the list of key Staff, other staff, any administrative staff assigned to the Services, and any appropriate Subcontractors. The provider must clearly submit the qualifications and experiences of its key staff. The provider will also describe the role of each staff member mobilised, their assignment to tasks (task allocation) and their respective contributions to the completion of activities and deliverables. The TECH-3 form can be used for this purpose. The CVs of the staff and/or the information sheets of the subcontractors will be provided (the annexes to Form TECH-3 can be used for this purpose).

The key staff assigned to the mission must have the following qualifications:

The Head of Mission (01)

- a minimum of a BAC + 2 level in management, agronomy, food technology, logistics, quality, or a related discipline;
- an experience of at least five (05) years in the management of quality control operations for agro-food products;
- a perfect command of French and/or English.

The field staff: Two (02) technicians per country (per lot)

- a minimum of a BAC level;
- an experience of at least four (04) years in quality control of agro-food products;
- A good working experience in the country corresponding to the lot(s) for which a bidding is made;
- a perfect command of French and/or English.

A Provider who is bidding for multiple lots must demonstrate their operational and organisational capacity to simultaneously execute the multiple services expected from several lots, in the appropriate case that these lots are awarded to them.

C- Operational Services

Interested Providers must justify the following qualifications:

- At least 08 years of general experience in compliance control and verification;
- Having a good knowledge of phytosanitary inspection standards, health security issues and the West Africa region;
- Being able to perform or have the necessary tests and analyses carried out;
- Have a certification in inspection.

The Provider must demonstrate its operational capacity in each of the countries (lot(s)) for which it is bidding.

D- Quality insurance (certification)

The provider must have ISO 9001 and ISO 22000 certification and demonstrate proven skills and experience in quality control and monitoring of stock management of food products.

The Provider must take into account that the quality of the services offered in this position is an essential element of its Bid. The Provider guarantees that the quality levels delivered will meet or exceed the quality levels defined with the Client.

The RAAF will pay particular attention to meeting deadlines, professionalism and relevance of the Bid, quality of the elements of the Bid, quality of the approach and description of the Deliverables.

The provider will take into account that the Services will include staff travel to areas with security risks¹. The Provider will describe the measures it considers necessary and sufficient to ensure the safety of the staff members mobilized for this service, its own safety, and the safety of the property entrusted to its responsibility. **The Letter of Commitment – Security attached to Annex 2 of Form TECH-1 must be signed and adhered to.**

¹ In accordance with article 1.5.2 "Security" of the Guidelines for the Procurement funded by the AFD in the Foreign States, locations of execution of the Services situated in an area classified as orange or red by the French Ministry of Europe and Foreign Affairs (or any other French ministry responsible for developing the classification of the security level of foreign countries, as appropriate).

Form TECH-3: Staff Proposed and Subcontractors, as appropriate

The Bidder must provide the names of staff and Subcontractors (if applicable) with the required qualifications as specified in the Terms of Reference. Information regarding their experience shall be indicated in the CV below to be completed for each proposed Staff member. **The bidder will limit each proposed CV to 5 pages.**

Name	Job title	Key skills

Annex 1 to Form TECH-3 - For the Staff: **Curriculum Vitae (CV)**
(Indicative format)

Job Title and No.:	<i>[eg. K-1, team leader]</i>
Name of the Expert:	<i>[Insert full name]</i>
Date of birth:	<i>[day/month/year]</i>
Nationality/Country of residence:	<i>[Insert the country]</i>

Education: *[Summarise University and other specialised studies undertaken, indicating the Expert's name of the school or university, the years of study and the diplomas obtained.]*

Relevant professional experience for the Services: *[List the jobs held since the End of studies, in reverse chronological order, starting with the current position; for each, indicate the Dates, the Expert's name of the employer, the employee's professional position and the place of work; for jobs held in the last ten years, also specify the type of work performed and provide, where appropriate, the names of the Clients as references. The jobs held that are unrelated to the Services can be omitted.]*

Period	Employer's name, professional title/position held. Information out of contact for references	Country	Summary of activities carried out, related to the Services
<i>[for example, May 2019 - present]</i>	<i>[eg. Ministry of _____, advisor/Provider for _____. To obtain references: Tel. _____ / Email _____, Mr. Bbbbbbb, Director]</i>		

Languages spoken (only those in which you can work):

Skills/qualifications for the Services:

Specific tasks incumbent on the expert among the tasks to be carried out by the team	Reference to previous construction work or missions illustrating the ability of the expert to carry out the tasks that will be assigned to him
<i>[List of deliverables/tasks in which the expert will be engaged]</i>	

Information to contact the expert: *[email: _____, Phone: _____]*

Certification:

I, the undersigned, certify that this CV accurately describes me, as well as my qualifications and relevant professional experience; I commit to being available to carry out the Services, in the appropriate event that the contract is awarded. Any false statement or inaccurate information in this CV may justify the rejection of my application.

[day/month/year]

Name of the Expert

Signature

Date

[day/month/year]

Name of the Provider's authorised representative

Signature

Expiry date

[the same person as the signatory of the bid]

Annex 2 to Form TECH-3 - For Subcontractors: **Information sheet**

(Indicative format)

Designation of the requested services:	<i>[for example translation, video editing, etc.]</i>
Name of the subcontractor:	<i>[Insert full name]</i>
Date of creation of the company	<i>[day/month/year]</i>
Nationality/Country of headquarters:	<i>[Insert the country]</i>

Relevant experiences for the Services:

Period	Client Name. Information out of contact for references	Country	Summary of activities carried out, related to the Services
<i>[for example May 2019 - present]</i>	<i>[eg. Ministry of _____, advisor/Provider for _____. To obtain references: Tel. _____ / Email _____, Mr. Bbbbbbb, Director</i>		

Skills/qualifications for the Services:

Specific tasks assigned to the Subcontractor among the tasks to be carried out by the team	Reference to previous construction work or missions illustrating the subcontractor's ability to carry out the tasks assigned to him.
<i>[List of deliverables/tasks in which the Subcontractor will be engaged]</i>	

Information to contact the Subcontractor: *[Email : _____, Telephone : _____]*

Certification:

I, the undersigned, certify that this information sheet accurately describes my company, as well as our qualifications and experiences; I commit to being available to carry out the services, in the appropriate case that the contract is awarded. Any false statement or inaccurate information may justify the rejection of my application.

[day/month/year]

Name of the Subcontractor's Authorised Representative Signature Date

[day/month/year]

Name of the Provider's authorised representative Signature
Expiry date

[the same person as the signatory of the bid]

Form TECH-4: Team composition, individual activities and contribution of key staff members

(Indicative format)

N°	Name	Contribution time of the expert or Subcontractor (per person/day) for each deliverable listed in the Terms of Reference							Total contribution time (in days)			
		Position	Location	Deliverable 1	Deliverable 2	Deliverable 3	Etc.	Head Office ⁸	Field ⁹	Total
Key-Staff												
K-1	[eg. Mr. Abbb]	[Head of Mission]	[Head Office]	[2 days]	[1 day]	[1 day]						
			[Field]	[0.5 day]	[2.5 days]	[0]						
K-2												
K-3												
...												
Subtotal												
Other staff and Subcontractors												
N-1			[Head Office]									
			[Field]									
N-2												
...												

⁸ "Head Office" refers to the work performed at the office in the Country of residence of the expert.

⁹ "Field" refers to the work performed in the country of the Client or another country different from the Country of residence of the expert.

	Subtotal			
	Total			

Price Forms

Form FIN-1: Financial Bid Submission Form

(Text not to be modified)

_____ [Location, Date]

To: The Executive Director of RAAF
Regional Agency for Agriculture and Food of ECOWAS
4 & 5 floors of the CRBC building, place de la réconciliation to the Atchanté district,
cité OUA Lomé, TOGO ;
Phone: +228 22 21 40 03

Sir,

We, the undersigned, have the honour to propose our Services, as a provider, for *[Insert the Title of the Services]* in accordance with your bidding documents dated *[Insert Expiry date]* and our Technical Bid.

Please find attached our Financial Bid which amounts to *[indicate amount(s) in words and figures for each currency]*, excluding taxes, duties and rights, excluding discount.

The discounts offered and the methodology for their application are the following:

Our Financial Bid is binding upon us, subject to modifications resulting from the negotiation of the Contract, until the expiration of the Bid validity period.

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

Please accept, Sir, the insurance of our distinguished consideration.

Signature is authorised representative: _____ *[in all words and initials]*

Expert's name and position is signatory: _____

As: _____

Address: _____

Information for the contact (Phone and email): _____

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

Form END-2: Price Summary

Item	PRICES	
	<i>[The provider must indicate the price offered in compliance with Article 15.4 of the Bid Data Sheet; delete any unused columns]</i>	
	EUR	XOF
Total and flat rate price of the Financial Bid excluding taxes:		
Lot 1		
– Service 1 (deliverable 1)		
– Service 2 (deliverable 2)		
– ...		
Lot 2		
– Service 1 (deliverable 1)		
– Service 2 (deliverable 2)		
– ...		
Lot 3		
– Service 1 (deliverable 1)		
– Service 2 (deliverable 2)		
– ...		
Lot 4		
– Service 1 (deliverable 1)		
– Service 2 (deliverable 2)		
– ...		
Lot 5		
– Service 1 (deliverable 1)		
– Service 2 (deliverable 2)		
– ...		
Lot 6		
– Service 1 (deliverable 1)		
– Service 2 (deliverable 2)		
– ...		
Lot 7		
– Service 1 (deliverable 1)		
– Service 2 (deliverable 2)		
– ...		
–		
Total price excluding taxes of the Financial Bid: <i>[this amount must be the same as in Form FIN-1]</i>		
Estimated customs duties in the client's country - to be reviewed and finalised during contract negotiation (in case of award)		
Estimated total customs duties in the client's country:		

Form End-3: Detailed Breakdown of Service Costs (Form of Prices)

PRICE FORMS OF SERVICES MAKING UP EACH LOT

Scores for bidders

1. In order to facilitate the submission of financial bids and their evaluation, the following types of services are selected.
2. Bidders must submit their financial proposals according to the templates below.
3. These financial bids will be considered for the evaluation leading to the selection of the most advantageous bid.
4. Only the unit costs proposed in the financial bids will be taken into account in the purchase order contract.
5. For the Intervention areas to be taken into account in the context of the development of the financial proposals, please consider the indications made at **point V** of the technical specifications.

Service 1. Certification of the Quality of the Storage Facilities of the Regional Food Security Reserve

This service is requested to certify that the quality of infrastructure with a total storage capacity of 2,000 tonnes is suitable for storing cereals for the Regional Food Security Reserve and to estimate the financial resources needed to bring these infrastructures up to standard (repairs, equipment, etc.).

Basic information on service 1

- **The detailed information on the relevant infrastructures is presented in the table below:**

Number of stores	Capacity per store (Tonne)	Total capacity (Tonne)
4	1 000	4 000

Price form for service 1

- **Cost of store inspection**

Number of Man-Days	Cost per man per day (Euro)	Total Amount (Euro)
7		

NB: Fees are for days worked.

- **Transport and accommodation expenses at the storage location**

Designation	Quantity	Unit	Quantity	Unit	Unit price (Euro)	Amount (Euro)
Perdiem	1	Person	9	Day		
Transport	1	Person	9	Day		
Total						

Service 2. Evaluation of the operational stock management procedures of the storage facilities and the available expertise

Basic information on service 2

In the context of this service, the firm to be recruited will have to assess the procedures for receipt, stock management and stock release, the expertise available and give an opinion on the ability of the storage facility to ensure the management of the Reserve's stocks.

This activity will be carried out at the Head Office of the storage facility (located in the economic capital of the country concerned) and at the storage sites within the country.

Price form for service 2

- **Cost of the inspection**

Number of Man-Days	Cost per man per day (Euro)	Total Amount (Euro)
4		

NB: Fees are for days worked.

- **Transport and accommodation costs at storage sites**

Designation	Quantity	Unit	Quantity	Unit	Unit price (Euro)	Amount (Euro)
Perdiem	1	Person	6	Day		
Transport	1	Person	6	Day		

Total		
-------	--	--

Service 3. Pre-Inspection: Verification of the conditioning process, product quality, bag weight, and transportation conditions of the products at the departure point

Basic information on service 3

The pre-inspection is carried out out of the suppliers' sites. It is organised to limit the risks of rejection upon delivery.

The quantities concerned are:

Lot	Product	Quantity (Metric Ton)
1	White maize	500
2	White Sorghum	600
3	Millet	336
4	White rice	404
Total		1 840

Price form for service 3

▪ **Cost of the inspection**

Number of Man-Days	Cost per man per day (Euro)	Total Amount (Euro)
6		

NB: Fees are for days worked.

▪ **Laboratory testing costs**

The number of samples to be taken per product is shown in the table below.

The bidder must specify, after completing the table below, the various tests to be conducted, **taking into account the technical specifications of the Reserve's products** attached to these bidding documents.

Lots	Products	Quantity (tonne)	Number of samples	Unit Cost	Amount (Euro)
1	White maize	500	1		
2	White Sorghum	600	1		

3	Millet	336	1		
4	White rice	404	1		
Total		1 840	4		

▪ **Transport and accommodation costs at storage sites**

Designation	Quantity	Unit	Quantity	Unit	Unit price (Euro)	Amount (Euro)
Perdiem	1	Person	8	Day		
Transport	1	Person	8	Day		
Total						

Service 4. Quality and quantity control supervision upon receipt (Verification of the application of Reserve procedures and laboratory testing)

Basic information on service 4

This service is required to ensure that the procedures for receiving the Reservation are effectively implemented during the receipt of the 3,375 Tonnes stock, the details of which are indicated below. This service requires the presence of a bidder's agent who will contribute to quality and quantity checks throughout the reception process.

Batch	Product	Quantity (Metric Ton)
1	White maize	1100
2	White maize	400
3	White sorghum	600
4	White Sorghum	350
5	Millet	400
6	White rice	525
Total		3 375

Price form for service 4

▪ **Costs of inspection**

Number of Man-Days	Cost per man per day (Euro)	Total Amount (Euro)
18		

NB: Fees are for days worked.

▪ **Laboratory testing costs**

The number of samples to be taken per product is shown in the table below.
The bidder must specify, after completing the table below, the various tests to be conducted, **taking into account the technical specifications of the Reserve's products** attached to these bidding documents.

Lots	Products	Delivery address	Number of samples	Unit Cost	Amount (Euro)
1	White maize	1100	2		
2	White maize	400	1		
3	White sorghum	600	1		
4	White Sorghum	350	1		
5	Millet	400	1		
6	White rice	525	1		
Total		3 375	7		

▪ **Transport and accommodation costs at storage sites**

Designation	Quantity	Unit	Quantity	Unit	Unit price (Euro)	Amount (Euro)
Perdiem	1	Person	20	Day		
Transport	1	Person	20	Day		
Total						

Service 5. Receipt of products from the Reserve (including compliance quality and quantity control)

Sub service 5.1: Receipt of 3,725 Tonnes of cereals

Basic service information 5.1

In this particular case, the inspection body will be exclusively responsible for receiving the products, including quality control (preliminary control on site using the inspection equipment of the firm to be recruited and in-depth control in the laboratory) and quantity control.

The quantities to be received are as follows:

Batches	Products	Quantity (Tonne)
1	White maize	1800

2	White Sorghum	600
3	White Sorghum	400
4	Millet	400
5	White rice	525
Total		3 725

Price form for sub-service 5.1

- **Cost of inspection**

Number of Man-Days	Cost per man per day (Euro)	Total Amount (Euro)
18		

NB: Fees are for days worked.

- **On-site and laboratory testing costs**

The number of samples to be taken per product is shown in the table below.

The bidder must specify, after completing the table below, the various tests to be conducted, **taking into account the technical specifications of the Reserve's products** attached to these bidding documents.

Lots	Products	Quantity (Metric Ton)	Number of samples	Unit Cost	Amount (Euro)
1	White maize	1800	4		
2	White Sorghum	600	1		
3	White Sorghum	400	1		
4	Millet	400	1		
5	White rice	525	1		
Total		3 725	8		

- **Transport and accommodation costs at storage sites**

Designation	Quantity	Unit	Quantity	Unit	Unit price (Euro)	Amount (Euro)
Perdiem	1	Person	20	Day		
Transport	1	Person	20	Day		

Total		
-------	--	--

Sub-service 5.2: Receipt of 205 tonnes of fortified compound flours**Basic information about sub-service 5.2**

This sub-service is required to receive 205 tonnes of fortified compound flour. In this case, the reception of fortified flour including quality control (preliminary on-site control with the control equipment of the firm that will be recruited and in-depth laboratory control) and quantity is exclusively entrusted to the inspection structure.

The quantities to be received are as follows:

Batches	Products	Quantity (Tonne)
1	Fortified compound flours	69
2	Fortified compound flours	69
3	Fortified compound flours	67
Total		205

Price form for sub-service 5.2

- **Cost of inspection**

Number of Man-Days	Cost per man per day (Euro)	Total Amount (Euro)
10		

NB: Fees are for days worked.

- **On-site and laboratory testing costs**

The number of samples to be taken per product is shown in the table below. The bidder must specify, after completing the table below, the various tests to be conducted, **considering the technical specifications of the product**, attached to these bidding documents.

Batches	Products	Quantity (Metric Ton)	Number of samples	Unit Cost	Amount (Euro)
1	Fortified compound flours	69	1		
2	Fortified compound flours	69	1		
3	Fortified compound flours	67	1		
Total		205	3		

- **Transport and accommodation costs at storage sites**

Designation	Quantity	Unit	Quantity	Unit	Unit price (Euro)	Amount (Euro)
Perdiem	1	Person	12	Day		
Transport	1	Person	12	Day		

Total		
-------	--	--

Service 6: Quality and quantity certification

Basic service information 6

This service is required to release 2,500 tonnes of cereals from the Reserve. The aim is to certify that this stock is fit for human consumption before it is made available to vulnerable populations.

Details of the products concerned are shown in the table below:

Batches	Products	Quantity (Tonne)
1	White maize	290
2	White Sorghum	810
3	Millet	900
4	White rice	500
Total		2 500

Price form for service 6

- **Cost of inspection**

Number of Man-Days	Cost per man per day (Euro)	Total Amount (Euro)
3		

NB: Fees are for days worked.

- **Laboratory testing costs**

The number of samples to be taken per product is shown in the table below.

The bidder must specify, after completing the table below, the various tests to be conducted, **taking into account the technical specifications of the Reserve's products** attached to these bidding documents.

Batches	Product	Quantity (Metric Ton)	Number of samples	Unit Cost	Amount (Euro)
1	White maize	290	1		
2	White Sorghum	810	2		
3	Millet	900	2		
4	White rice	500	1		

Total	2 500	6		
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- **Transport and accommodation costs at storage sites**

Designation	Quantity	Unit	Quantity	Unit	Unit price (Euro)	Amount (Euro)
Perdiem	1	Person	5	Day		
Transport	1	Person	5	Day		
Total						

Service 7. Monitoring of stock management and certification of the quality of stored products

Basic service information 7

This service consists of monitoring and advisory support in stock management and the certification of the quality and quantity of stored products. This certification will be carried out on a quarterly basis and may involve **sampling and laboratory testing of available stocks**.

The stock available on the site is as follows:

Batch	Product	Quantity (Metric Ton)
1	White maize	204
2	White Sorghum	3448
3	Millet	1323
4	White rice	1000
Total		5 975

Price form for service 7

- **Cost for monitoring, inspection and sampling**

Number of Man-Days	Cost per man per day (Euro)	Total Amount (Euro)
4		

NB: Fees are for days worked.

- **Laboratory testing costs**

The number of samples to be taken per product is shown in the table below.

The bidder must specify, after completing the table below, the various tests to be conducted, **taking into account the technical specifications of the Reserve's products** attached to these bidding documents.

Batch	Product	Quantity (Metric Ton)	Number of samples	Unit Cost	Amount (Euro)
1	White maize	204	1		
2	White Sorghum	3448	6		
3	Millet	1323	3		
4	White rice	1000	2		
Total		5 975	12		

▪ **Transport and accommodation costs at storage sites**

Designation	Quantity	Unit	Quantity	Unit	Unit price (Euro)	Amount (Euro)
Perdiem	1	Person	6	Day		
Transport	1	Person	6	Day		
Total						

Service 8. Reserve stock management

Basic service information 8

This service consists of managing a stock of 2,000 Tonnes spread over two warehouses on the same storage site for a period of three (03) months.

This management requires that the recruited firm positions on the site an agent specialised in food product stock management during the entire period indicated above.

The tasks to be carried out within the scope of this service are:

- Set up stock management and monitoring tools. In consultation with the Division in charge of the Reserve and the storage facilities, management tools will be put in place;
- Ensure that stocks are managed in accordance with the Reserve's procedures (record-keeping, periodic processing, maintenance of good storage conditions, routine inspections, drafting and timely transmission of quality reports, etc.);
- Ensure the physical integrity of stocks;
- Carry out sensory inspections (using sight, hearing and smell) of the stocks;
- Take samples and carry out physicochemical and biological tests in certified laboratories;
- Conduct a count of the cereal bags.
- Verify the products used for treatments (fumigation, spraying, etc.). These products must be efficient and comply with regional and international standards;
- Produce detailed reports (damages reports, etc.)

- Produce quarterly stock monitoring reports including all actions carried out on products as well as any anomalies noted, and propose corrective measures where necessary.

Price form for service 8

- **Stock Management agent fee**

Number of agents	Number of months	Fees per month (Euro)	Amount (Euro)
1	3		

NB: Fees take into account all costs, including transport and accommodation. No other remuneration, allowances or bonuses will be paid to staff.

- **Security Agent Compensation**

Number of agents	Number of months	Fees per month (Euro)	Amount (Euro)
3	3		

NB: The amounts in the table above take into account all fees, such as transportation and accommodation fees. No other remuneration, allowances or bonuses will be paid to staff.

- **Operating costs for small equipment**

This is a lump sum for operating costs, which include computer equipment, management tools, fire extinguishers, fumigation tarpaulins, probes, ladders and office supplies (batch sheet, stock sheet, register, pens, etc.).

Operating costs and for small equipment	Amount (Euro)
Lump sum	

On behalf of the provider:

Provider name: _____ *[spelled out and initialled]*

Signature of authorised representative: _____

Date: _____

Bid Security Form (bank guarantee)

ICB No: _____

Guarantor _____ [Name and address of issuing AFD and SWIFT code]

Beneficiary: _____ [Insert name and address of the Client]

Date: _____ [Insert date of issue]

Bid Security Number: _____ [insert the guarantee reference number]

We have been informed that _____ [insert the name of the Bidder, and in the case of a consortium, insert the name of the consortium (legally constituted or in the process of being constituted), or the names of its members] (hereinafter referred to as "the Ordering Party") has submitted or intends to submit to the Beneficiary a Bid (hereinafter referred to as "the Bid") for the execution of _____ [insert the description of the supplies and related services] and has lodged its Submission under the International Competitive Bidding (ICB) No _____.

We understand that under the Beneficiary's terms, Bids must be accompanied by a Bid Security.

At the request of the Donneur d'ordre, we, as the Guarantor, undertake the irrevocable commitment to pay the Beneficiary any amount up to the limit of the Guarantee Amount which amounts to _____ [insert amount in figures] _____ [insert amount in words] upon receipt of the first demand presented by the Beneficiary; your payment request must include, either in the request itself or in a separate signed document accompanying or identifying the request, the declaration that the Donneur d'ordre:

- a) Withdrawn its Bid during the Bid Validity Period specified in the Submission Form ("Bid Validity Period"), or during any extension of the Bid Validity Period that it may have granted; or
- b) Having been notified of the acceptance of its Bid by the Beneficiary during the Bid Validity Period or any extension that it may have granted:
 - o Does not sign the Contract, if required to do so; or
 - o Does not provide the performance guarantee, as provided in the Instructions to Bidders ("ITB") of the Bidding documents.

This warranty expires:

- (a) If the contract is awarded to the Ordering Party, when we receive a copy of the contract signed by the Ordering Party and the performance bond of the contract issued in the name of the Beneficiary, according to the Ordering Party's instructions; or
- (b) If the contract is not awarded to the Ordering Party, at the earlier of the following dates:
 - The date on which we receive a copy of the notification from the Beneficiary to the Ordering Party of the result of the bid, or
 - Twenty-eight (28) days following the expiration of the deadline of the offer.

Any request for payment under this Guarantee must be received by this date at the address mentioned above.

This guarantee is governed by the ICC Uniform Rules for Demand Guarantees (URDG), ICC Publication No. 758.

_____ [Signature]

Bid Security Declaration Form

Date: _____

Bid Notice No: _____

Alternative No: _____

We, the undersigned, declare that:

In accordance with your bid No. _____, the Submissions must be accompanied by a Bid Security statement.

We agree to be disqualified from any Call for bids launched by the Client for a period of *[specify the period]* starting from *[specify the date]*, in the event that we have not fulfilled one of the obligations to which we are bound under the Bid, including:

- For withdrawing our Bid during the specified validity period in the Submission Form, or any other extension of the validity period that we have granted, or
- Having been notified of the acceptance of our Bid by the Client during the validity period or any extension of the validity period that we have granted, for failing or refusing (i) to sign the Contract, if we were required to do so, or (ii) to provide the performance guarantee as provided in the Instructions to Bidders.

We understand that if the contract is not awarded to us, this Bid Guarantee Statement expires on the earlier of the following dates:

- a) Upon receipt of your notification of the identity of the successful Bidder, or
- b) Twenty-eight (28) days after the expiration of the validity of our Bid.

Signature: _____ as

Duly authorised to sign the Bid for and on behalf of: [insert full name of Bidder]

Dated the _____ day of _____

Stamp (if appropriate)

[Note: In the case of a consortium of companies, the Bid Security Declaration must be established in the name of all members of the consortium submitting the Bid.]

* Attach the signing authority to the Bid

Section V. Eligibility criteria

Eligibility for procurement funded by AFD:

1. The funding provided by AFD has been fully untied since 1 January 2002. Except in 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, without consideration of the nationality of the awardee (nor that of their suppliers or subcontractors), or the origin of the inputs or resources used in the implementation process.
2. Candidates (including their suppliers, contractors, consultants, and potential subcontractors, as well as all members of a consortium) who, at the date of submission of an application, offer, proposal, or at the time of contract award, cannot be awarded a contract funded by AFD:
 - 2.1 Are in a state of or are subject to bankruptcy, liquidation, judicial settlement, safeguarding, cessation of activity, or are in any similar situation resulting from a procedure of the same nature;
 - 2.2 have been the subject of:
 - a. a conviction pronounced less than five years ago by a final judgment in the country where this contract is being carried out, for fraud, corruption or any offence committed in the context of the award or execution of a contract, subject to additional information that the candidates may find useful to transmit as part of the Integrity Declaration, which would allow to consider that this conviction is not relevant in the context of this contract;
 - b. an administrative sanction pronounced less than five years ago 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 the context of the award or execution of a contract, subject to additional information that the candidates may find useful to transmit as part of the Integrity Declaration, which would allow to consider that this sanction is not relevant in the context of this contract;
 - c. a conviction pronounced less than five years ago by a final judgment, for fraud, corruption or for any offence committed in the context of the award or execution of a contract funded by AFD;
 - 2.3 Appear on the financial sanctions lists adopted by the United Nations, the European Union and/or France, in particular in the fight against the financing of terrorism and against threats to international peace and security;
 - 2.4 have been subject to termination pronounced to their exclusive faults during the last five years due to a serious or persistent breach of their contractual obligations during the execution of a previous contract, provided that this sanction has not been contested by them in progress or has led to a court decision overturning the termination for their exclusive faults;

- 2.5 have not fulfilled their tax payment obligations in accordance with the legal provisions of the country in which the candidate is established or those of the country of the Client;
 - 2.6 Are subject to an exclusion decision pronounced by the World Bank and are therefore listed on the list published at the email address <http://www.worldbank.org/debarr>, subject to additional information that candidates deem useful to transmit within the framework of the Declaration of Integrity, which would allow considering that this exclusion decision is not relevant within the framework of this contract;
 - 2.7 have produced false documents or made false statement(s) when providing the information required by the Client in the context of the present contract award process.
3. Public institutions and enterprises are allowed to participate in a competitive tendering process provided that they can demonstrate (i) their legal and financial autonomy, and (ii) that they are governed by commercial law. For this purpose, public institutions and enterprises must provide any document (including their statutes) allowing to establish, to the satisfaction of the AFD, (i) that they have a legal personality distinct from that of their State, (ii) that they do not receive any public subsidy or significant budgetary aid, (iii) that they are governed by the provisions of commercial law and in particular they are not required to transfer their financial surpluses to their State, that they can acquire rights and obligations, borrow funds, are required to repay their debts and may be subject to bankruptcy proceedings.

Section VI. AFD rules: Fraudulent Practices and Corruption - Environmental and Social Responsibility

1 Fraudulent Practices and Corruption

The Client, suppliers, consultants, contractors and their subcontractors must adhere to the strictest ethical rules during the awarding and execution of contracts.

By signing the Integrity Declaration, suppliers, consultants, contractors and their subcontractors declare (i) that they have not committed any act that could influence the contract award process to the detriment of the Client and in particular that no anti-competitive practices have occurred or will occur and that (ii) the negotiation, award and execution of the Contract has not and will not lead to any act of corruption or fraud.

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

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

- a) Dismiss the contract award proposal if it establishes that the bidder or consultant recommended for the contract award is guilty of corruption, directly or through an agent, or has engaged in fraud or anti-competitive practices in order to obtain this contract;
- b) Declare the procurement non-compliant if it determines at any time that representatives of the Client, 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 Client having taken timely action to the satisfaction of the AFD to remedy the situation, including failing to inform the AFD when it became aware of such practices.

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

- a) The 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 for him to perform or refrain from performing an act in the exercise of his official functions;
 - The fact that a public official solicits or accepts, directly or indirectly, an undue advantage of any kind, for himself or for another person or entity, in order to perform or refrain from performing an act in the exercise of his official functions.
- b) The concept of Public Agent includes:

-
- Any individual who holds a legislative, executive, administrative or judicial mandate (within the Client State), regardless of whether this individual has been appointed or elected, regardless of the permanent or temporary nature of their mandate, regardless of whether it is paid or unpaid, and regardless of their position and hierarchical level.
 - Any other individual who holds a public office, including for a state institution or a public company, or who provides a public service;
 - Any other individual defined as a public official by the national legislation of the Project Owner's country.
- c) The Corruption of Private Individuals refers to:
- 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 themselves or for another person or entity, so that, in violation of their legal, contractual, or professional obligations, they perform or refrain from performing an act;
 - The act that any person other than a public official solicits or accepts, directly or indirectly, an undue advantage of any kind, for themselves or for another person or entity, in order to perform or refrain from performing an act in violation of their legal, contractual or professional obligations.
- d) Fraud refers to any dishonest manoeuvre (action or omission), whether or not criminally punishable, intended to deliberately deceive others, intentionally conceal information from them, or to surprise or distort their consent, circumvent legal or regulatory obligations and/or violate internal rules in order to obtain an illegitimate benefit.
- e) An Anti-competitive Practice means:
- Any concerted or tacit action aimed at preventing, restricting or distorting competition in a contract, particularly when it tends to: (i) limit contract access or the free exercise of competition by other persons; (ii) obstruct price setting through free contract forces by artificially favouring their increase or decrease; (iii) limit or control production, outlets, investments or technical progress; or (iv) allocate contracts or sources of supply.
 - Any abusive exploitation by an individual or group of individuals of a dominant position in a domestic contract or a substantial part thereof;
 - Any excessively low price offer, the purpose or effect of which is to eliminate from a contract or prevent access to a contract for a person or one of their products.

2 Environmental and Social Responsibility

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

- a) Respect and ensure respect by all their subcontractors, in accordance with the laws and regulations applicable in the country where the contract is carried out,

the environmental and social standards recognised by the international community, including the fundamental conventions of the International Labour Organization (ILO) and international conventions for environmental protection;

- b) Implement the environmental and social risk mitigation measures when they are indicated in the Environmental and Social Management Plan (ESMP) provided by the Client.

PART TWO Service Requirements

Section VII- Terms of Reference and Technical Specifications of the Services

I. Context and justification

In West Africa, the situation of food security has deteriorated significantly in recent years. Acute food insecurity is about to reach its highest level in 10 years¹⁰. Indeed, the analysis of the Harmonised Framework indicates that between March and May 2023, nearly 32.5 million people are classified as being in crisis or worse across the 17 countries of West Africa and the Sahel, including nearly 17.7 million in Nigeria, more than 2.4 million in Niger, and nearly 2.2 million in Burkina Faso. The analysis also reveals that more than 1.3 million people are in an emergency (Phase 4), including nearly 470,000 in Nigeria and more than 291,000 in Burkina Faso. In particular, 22,480 people in the Sahel region of Burkina Faso are in catastrophe (Phase 5). Estimates project that 42.5 million people in the Sahel and West Africa will need emergency food and nutrition assistance in June-August 2023. Similarly, the already worrying nutritional situation has deteriorated significantly: 16.5 million children under the age of 5 will face acute malnutrition in 2023, including 4.8 million children who will suffer from the severe debilitating form¹¹. The results of the surveys also show situations of global acute malnutrition exceeding the alert threshold (MAG >10%) in several localities in Chad, Burkina Faso, Mali, Mauritania, Nigeria, Niger, and Senegal.

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

In view of the multiplication and diversification of shocks (insecurity, climate shock, rising prices of food products, population displacement, herd displacement, etc.) that the region is facing, in an international context where tension zones and exceptional climate events are also multiplying, putting increasing pressure on the capacity of the international humanitarian community to respond, it is essential that the region manages to put in place mechanisms to strengthen the resilience of vulnerable households and communities, enabling them to have better capacities to face future shocks, preserve and/or restore their livelihoods.

Food security stocks are safety nets and are part of the arsenal of social protection tools targeted at the most vulnerable populations. Indeed, due to their effectiveness, food stocks have emerged at different levels (local, national, regional) as one of the flagship instruments in response to food crisis situations.

Since 2012, ECOWAS has adopted a regional storage strategy. It fits within the triple vision of ECOWAP/PDDAA to act on production, contracts and price volatility, and is based on the following pillars: (i) food security storage to meet the needs of vulnerable populations in case of conjunctural food crisis; (ii) interventions (broader than just storage) to improve contract functioning and reduce price volatility; (iii) social safety nets for populations structurally lacking means of livelihood.

¹⁰ <https://fr.wfp.org/communiqués-de-presse/linsecurite-alimentaire-et-la-malnutrition-en-afrique-de-louest-et-centrale>

¹¹ <https://news.un.org/fr/story/2023/04/1134332#:~:text=La%20disponibilité%20des%20denrées%20alimentaires,disponibilité%20restent%20une%20préoccupation%20majeure>

The regional storage strategy is based on the complementarity of three levels of storage ("lines of defence"): (i) local stocks, usually held by producer organisations; (ii) national security stocks managed by the States; and finally, (iii) the Regional Food Security Reserve (RFSR) managed by ECOWAS and created by an additional Act to the ECOWAS Treaty by the Heads of State in 2013.

The Regional Food Security Reserve was set up to have a sovereign instrument for managing food crises, supporting the fifteen ECOWAS member states, Chad, and Mauritania. It aims to achieve three specific objectives: (i) complement the efforts of member states to provide rapid and diversified food and nutritional assistance; (ii) express regional solidarity towards member states and affected populations through transparent, equitable, and predictable mechanisms; and (iii) contribute to food sovereignty and the political, economic, and commercial integration of West Africa. The Reserve is a flagship regional instrument supporting national capacity for the prevention and management of food crises and the reduction of vulnerability among poor, rural and urban populations. It is composed of a physical reserve, which represents one third (1/3), and a financial reserve, which represents two thirds (2/3).

To implement the regional storage strategy, the ECOWAS Commission has benefited from funding from the European Union through the "Support Project for Food Security Storage in West Africa", designed as a pilot phase and implemented from 2016 to 2021. This project has allowed to accumulate significant assets.

The Reserve now has clear governance and regulatory framework. It has been able to accumulate nearly 40,000 tons of cereal stocks (maize, sorghum, millet, rice) and has provided support to vulnerable populations in member states during food and nutritional crises.

For the stock management of cereals in the physical component of the Reserve, the ECOWAS Commission has so far relied on national structures responsible for managing national stocks. Thus, stock management contracts have been established with five (05) organisations, namely the Société Nationale de Gestion du Stock de Sécurité Alimentaire (SONAGESS) in Burkina Faso, the National Food Buffer Stock Company (NAFCO) in Ghana, the Office des Produits Agricoles du Mali (OPAM) in Mali, the Office des Produits vivriers du Niger (OPVN) in Niger, the Food and Strategic Reserve Department (FSRD) in Nigeria, and the Commissariat à la Sécurité Alimentaire et à la Résilience (CSAR) in Senegal.

The main responsibilities of storage facilities are:

- Providing storage infrastructure that meets standards;
- The reception of cereals;
- The storage of cereals;
- Maintenance and preservation of the stock;
- Repackaging, if necessary;
- The provision of stock on demand by ECOWAS.

The Reserve has, to date, mobilised a total storage capacity of 49,500 tonnes including:

- 7,500 tonnes in Ouagadougou and Dédougou (Burkina Faso);
- 3,000 tonnes at Yendi and Tamale (Ghana);
- 11,000 tonnes in Bamako, Koutiala, Ségou and Sikasso (Mali);

-
- 14,000 tonnes in Birnin Konni, Dosso, Maradi and Zinder (Niger);
 - 10,000 Tonnes in Kano, Nigeria;
 - 4,000 Tonnes in Kahone, Senegal.

With a view to scaling up the Reserve, actions are underway to increase the Reserve's capital and expand partnerships for product storage to other countries and other actors (NGOs, private sector, etc.).

The quality control of warehouses, the quality and quantity of products has been ensured by independent specialised structures solicited as needed through requests for quotations.

For more efficiency and effectiveness in managing the quality of products throughout the supply chain, it is necessary to set up contracts with purchase orders with independent companies specialised in Quality Control and Quantity Control of agro-food products. This method of mobilising structures for quality control and quantity of stocks has several advantages, including reducing mobilisation deadlines, increasing responsiveness in case of need, and strengthening product quality monitoring.

These technical specifications are aimed at setting up contracts with purchase orders for quality control of storage facilities, quality and quantities during receptions, management monitoring and quality during storage, and certification of quality during stock release.

II. Study objectives

2.1. Overall objective

The overall objective of the mission is to ensure health security and certify the quality and quantity of products in the Reserve.

2.2. Specific objectives

Specifically, it is about:

SO 1: Ensure the capacity of the storage facilities to manage the stocks of the Reserve;

SO 2: Ensure the quality and quantity of products in the Stock Release at reception, during storage and at stock release;

SO 3: Ensure the delegated management of part of the Reserve's stocks.

III. Expected results

The expected results of the mission are:

- **R 1:** The management capacities of the structures in charge of storing products from the Reserve are evaluated: the storage facilities are checked and qualified for storing food products and expertise in management is assessed;
- **R 2:** Compliance control in terms of quality and quantity upon receipt of products from the Stock Release, during their storage and upon their release, as well as the Management Monitoring of these products from the Stock Release, are ensured;
- **R 3:** In case of delegation of the management of a part of the stocks of the Reserve, the full management of stocks, from receipt to stock release, is ensured.

IV. Description of the main services

The services that could be requested are broken down as follows:

A. Under Objective SO 1: "Ensure the capacity of the storage facilities to manage the stocks of the Reserve"

Service 1. Certification of the quality of the storage facilities of the Regional Food Security Reserve

Tasks/activities

In the context of the service, the sought-after companies will carry out the following tasks:

- Alignment meeting with RAAF.
- Planning of the mission with RAAF
- Contact and interview with the storage facility managers;
- Visit and quality diagnosis of storage facilities (warehouses, materials and equipment)
- Inspection of the environment of sites and stores;
- Confirmation of the storage capacities of the stores, i.e. the quantities of cereals that can actually be stored in each store (products from the Reserve are packaged in 50 kg bags);
- GPS coordinates taken from visited warehouses;
- Appreciation of the accessibility of stores (roads, communication by phone) ;
- Illustration as far as possible of the noted failures through photos or any other medium;
- Qualification of the level of each noted failure (High, medium, minor);
- Proposal of corrective measures for each of these deficiencies

-
- Identification, analysis and evaluation of risks related to storage on the site and more specifically in the designated stores.
 - Evaluation of repair or upgrading costs and equipment for the inspected infrastructure;
 - Submission of a report from the mission containing an opinion on the qualification of the stores for the storage of cereals of the Regional Food Security Reserve of ECOWAS.

Frequency

This service will be requested on an ad hoc basis in the event of new storage facilities being mobilised or periodically (every two years) for those already mobilised/in use.

Location

This activity will be carried out on the sites selected for the storage of Reserve products.

Deliverable

A report from the mission containing an opinion on the qualification of the stores for storing cereals of the Regional Food Security Reserve of ECOWAS.

Service 2. Evaluation of the operational stock management procedures of the storage facilities and the available expertise

As part of this service, the selected companies will need to assess the procedures for receiving, stock management and stock release, the expertise available and provide an opinion on the capacity of the storage facilities to ensure the management of the Reserve's stocks.

Tasks/activities

- Interview with the management and technical staff of the storage facility
- Verification of management procedures;
- Appreciation of the sampling methodology
- Verification of sample analysis capabilities
- Appreciation of the quality and quantity verification processes of products (from preliminary control to in-depth laboratory control) ;
- Appreciation of the management tools in place;
- Assessment of the capacity of human resources involved in stock management.

Frequency

This service will be requested on an ad hoc basis in cases where the receipt including checks, storage and stock release are entrusted to a storage facility.

Location

This activity will be carried out at the headquarters of the storage facilities, which are usually located in the economic capitals of the countries concerned, and at the storage sites within the countries.

Deliverable

A report containing an opinion on the ability of the inspected structure to manage the stocks of the Reserve.

B. Under Objective OS 2: "Ensure the quality and quantity of products from the Stock Release at reception, during storage and at the stock release"

Service 3. Pre-Inspection: Verification of the conditioning process, product quality, bag weight, and transportation conditions of the products at the departure point

This pre-inspection will be carried out at the supplier's sites. It does not guarantee the acceptance of the products but helps to limit the risks of rejection upon delivery.

Tasks/activities

- Interview with the suppliers;
- Reminder to the supplier of the specifications in terms of quantity, quality, packaging, stitching and packaging marking as indicated in the purchase contracts of the products as well as the delivery terms;
- Verification, before loading, of the compliance of the means of transport with hygiene rules for the transport of foodstuffs;
- Quality and quantity verification before loading of products, packaging, stitching and marking;
- Preliminary analysis of samples taken on the supplier's site and in the laboratory (if applicable);
- Drafting of the pre-inspection report.

Frequency

This service will be requested on an ad hoc basis in case of purchase and specifically before the delivery of the products.

Location

This service will be implemented in the locality where the supplier has established its operations site.

Deliverables

- A pre-inspection report specifying the findings/observations during the inspection and the recommendations
- Laboratory analysis reports (if applicable)

Service 4. Quality and quantity control supervision upon receipt (Verification of the application of Reserve procedures and laboratory testing)

This service is required to ensure that the procedures for receiving the Reserve are effectively implemented during reception. This service requires the presence of a bidder's agent who will contribute to quality and quantity checks throughout the reception process.

Tasks/activities

- Ensure that preliminary checks on incoming shipments are carried out;
- Ensure that the checks during unloading are done;
- Ensure that the samples are taken according to the standards in the field;
- Contribute to the completion of the necessary physicochemical tests for product acceptance;
- Collect samples and have laboratory tests performed on the samples collected;
- Issue certificates of compliance of products to the specifications of the Reserve;
- Provide a weekly summary of receipts to RAAF;
- Respond to any information request from RAAF;
- Take all necessary precautionary measures in a timely manner to protect the interests of ECOWAS, inform RAAF immediately and ensure strict compliance with contractual agreements by the suppliers;
- Provide a Final Report to RAAF.

Frequency

This service will be requested on an ad hoc basis.

Location

This service will take place at the receiving sites in the bidder's country.

Deliverables

- Interim Reports on receipts
- A comprehensive final report on the reception process and the results of the preliminary examinations

Service 5. Receipt of products from the Reserve (including compliance quality and quantity control)

In some cases, the receipt of products including quality control (preliminary on-site inspection and thorough laboratory inspection) and quantity control of products is exclusively entrusted to the inspection structure.

Tasks/activities

- Monitoring of all truck deliveries;
- Assessment of the general condition of the cargo ;
- Supervision of unloading by regularly informing the ordering party of any anomalies/damages experienced by the goods and documenting them for the report;
- Monitoring of quantities unloaded per lorry (number of bags and weight);
- Quality control and marking of packaging;
- Issuance of delivery notes signed by the parties present;

-
- Collection of product samples and physicochemical and biological analysis in the laboratory to make a final determination on the quality of the products.
 - Providing feedback on the quality and quantity of the products delivered
 - Issuance of a Certificate of Compliance;
 - Submission of an Inspection Report.

Frequency

If necessary

Location

The service will be implemented out of the storage site/ any other sites to be specified.

Deliverables

- A receipt report
- A Certificate of Compliance

Service 6: Quality and quantity certification

This service will be requested for the clearance of products from the Reserve, at the end of deliveries and as needed:

- Sample collection;
- Conducting physicochemical and biological tests in certified laboratories;
- Report production;
- Issuance of a quality control certificate.

Deliverables

- An inspection report
- A Certificate of Compliance

Service 7. Monitoring of stock management and certification of the quality of stored products

This service consists of monitoring and advisory support in stock management and certification of the quality and quantity of stored products.

Tasks/activities

- **Monitoring of the actual stock management and advisory support**
 - Set up/complement/validate stock management and monitoring tools. In consensus with the Division in charge of the Reserve and the storage structures, review the current management tools and complete/improve them if necessary;
 - Provide advisory support in stock management;

- Monitor the Reserve stock management by storage structures (adherence to procedures, record keeping, periodic processing, storage conditions, routine inspections, timely preparation and submission of quality reports, etc.);
- Ensure the physical integrity of stocks;
- Carry out sensory inspections (using sight, hearing and smell) of the stocks;
- Take samples and carry out physicochemical and biological tests in certified laboratories;
- Conduct a count of the cereal bags.
- Verify the products used for treatments (fumigation, spraying, etc.). These products must be efficient and comply with regional and international standards in this field;
- Produce detailed reports (damages reports, etc.)
- Produce quarterly stock monitoring reports including all actions carried out on products as well as any anomalies noted, and propose corrective measures where necessary.

- **Certification of the quality of stored products**

This certification will be based on quarterly quality controls in the context of the section "Management Monitoring of stocks and Advisory Support" described above.

Frequency

This monitoring will be implemented through quarterly missions.

Location

The service will be implemented at the head office of the storage facilities and at the storage sites.

Deliverables

- Detailed reports (observation in case of damages and others)
- Quarterly stock monitoring reports including all actions taken on products as well as identified anomalies, where appropriate, of corrective measures.

C. Under specific objective 3 "Ensure the delegated management of a portion of the Reserve stocks.

Service 8. Reserve stock management

Tasks/activities

- **Infrastructure inspection**
- **Reception**

-
- Monitoring of all truck deliveries;
 - Assessment of the general condition of the cargo ;
 - Supervision of unloading by regularly informing the ordering party of any anomalies/damages experienced by the goods and documenting them for the report;
 - Monitoring of quantities unloaded per lorry (number of bags and weight);
 - Quality control and marking of packaging;
 - Issuance of delivery notes signed by the parties present;
 - Collection of product samples and physicochemical and biological analysis in the laboratory to make a final determination on the quality of the products.
 - Providing feedback on the quality and quantity of the products delivered
 - Issuance of a Certificate of Compliance;
 - Submission of an Inspection Report.

- **Proper management of stocks (daily management)**

- Set up stock management and monitoring tools. In consultation with the Division in charge of the Reserve and the storage facilities, management tools will be put in place;
- Ensure stock management according to Reserve procedures (record-keeping, periodic processing, maintaining good storage conditions, routine inspections, timely preparation and submission of quality reports, etc.);
- Ensure the physical integrity of stocks;
- Carry out sensory inspections (using sight, hearing and smell) of the stocks;
- Take samples and carry out physicochemical and biological tests in certified laboratories;
- Conduct a count of the cereal bags.
- Verify the products used for treatments (fumigation, spraying, etc.). These products must be efficient and comply with regional and international standards in this field;
- Produce detailed reports (damages reports, etc.)
- Produce quarterly stock monitoring reports including all actions carried out on products as well as any anomalies noted, and propose corrective measures where necessary.

- **Stock Release**

Certify that the quality of the products is fit for human consumption.

Deliverables

- Reception report

- Quarterly activity report

Summary of services by objective and outcome

Specific objectives (SO)	Result (R)	Services
SO 1	R 1	Services 1 and 2
SO 2	R 2	Services 3 to 7
SO 3	R 3	Service 8

V. Allotment and intervention areas

The lots and corresponding countries are as follows:

Batches	Country	Intervention areas	Services composing the lot
1	Benin	Malanville, Tanguiéta and others	Services 1 to 8
2	Burkina Faso	Ouagadougou, Dédougou, Koudougou and others	Services 1 to 8
3	Cabo Verde	PRAIA and others	Services 1 to 8
4	Côte d'Ivoire	Abidjan, Korhogo and others	Services 1 to 8
5	The Gambia	Banjul and others	Services 1 to 8
6	Ghana	Yendi, Tamale and others	Services 1 to 8
7	Guinea	Conakry and others	Services 1 to 8
8	Guinea Bissau	Bissau and others	Services 1 to 8
9	Liberia	Monrovia and others	Services 1 to 8
10	Mali	Bamako, Koutiala, Sikasso, Ségou and others	Services 1 to 8
11	Niger	Dosso, Birnin Konni, Maradi, Zinder, Magaria, Tessaoua, Tchadoua and others	Services 1 to 8
12	Nigeria	Kano and others	Services 1 to 8
13	Senegal	Kahone and others	Services 1 to 8
14	Sierra Leone	Bo and others	Services 1 to 8
15	Togo	Lomé, Kara and others	Services 1 to 8
16	Mauritania	Nouakchott	Services 1 to 8
17	Chad	N'Djamena and others	Services 1 to 8

For each lot, the bid must cover all services (services 1 to 8).

Nota Bene: The evaluation of Bids and the award will be done by lot.

As an indication, the storage capacities mobilised to date by the Reservation are as follows:

-
- 7,500 tonnes in Ouagadougou and Dédougou (Burkina Faso);
 - 3,000 tonnes at Yendi and Tamale (Ghana);
 - 11,000 tonnes in Bamako, Koutiala, Ségou and Sikasso (Mali);
 - 14,000 tonnes in Birnin Konni, Dosso, Maradi and Zinder (Niger);
10,000 Tonnes in Kano in Nigeria.

VI. Organization and Work Plan

The control office(s) will be placed under the direct liability of the Executive Director of RAAF, and the head of the Regional Food Security Reserve Division of RAAF. He will have to work closely with the operations department of the Division.

The work plan includes:

- A framing meeting (remote or in person)
- Requesting services as needed
- Service order
- Completion of the requested service(s)
- Production of the deliverables;
- Submission of the deliverables.

VII. Skills

The execution of this activity requires the expertise of a quality control office with ISO 9001 and ISO 22000 certification and with proven skills and experience in quality control and monitoring of the management of food products stocks.

The interested offices must demonstrate the following qualifications:

- At least 08 years of general experience in compliance control and verification;
- Having a good knowledge of phytosanitary inspection standards, health security issues and the West Africa region;
- Being able to perform or have the necessary tests and analyses carried out;
- Have a certification in inspection.

The key staff assigned to the mission must have the following qualifications:

The Head of Mission (01)

- a minimum of a BAC + 2 level in management, agronomy, food technology, logistics, quality, or a related discipline;
- an experience of at least five (05) years in the management of quality control operations and stock management of agro-food products;
- a perfect command of French and/or English.

The field staff: Two (02) people per country (per lot) x

- a minimum of a BAC level;
- an experience of at least four (04) years in quality control and stock management of agro-food products;
- A good working experience in the country corresponding to the lot(s) for which a bidding is made;
- a perfect command of French and/or English.

VIII. Reports

The Deliverables: interim and final reports – must be submitted to the Regional Agency for Agriculture and Food (RAAF) located at Boulevard de la Paix, 83 rue Pâtüre, Lomé (Togo) to the Executive Director in electronic version at the following addresses: araa@araa.org, with a

copy to osalifou@araa.org, with a copy to mlompo@araa.org, faboudou@araa.org, ctienon@araa.org, pbessi@araa.org, rblein@araa.org.

IX. Contract duration

The purchase order contracts provided for in this process will be established for a maximum duration of 24 months.

X. Appendix

Annex 1: Technical specifications of the Reserve products

The technical specifications of the required products and packaging are presented below.

Characteristics and technical specifications of the products

Nature of supply	General characteristics	Specifications
<p>WHITE MAIZE produced in the ECOWAS region - Production Agricultural campaign: XXXX/XXXX</p>	<p>Good Quality Healthy and fit for human consumption</p>	<ul style="list-style-type: none"> ○ Organoleptic: natural smell and taste ○ Humidity rate: 11% maximum ○ Organic foreign matter: 1% maximum ○ Inorganic foreign matter: 0.5% maximum ○ Grains damaged by insects: 2% maximum ○ Broken grains: 1% maximum ○ Mouldy grains: 00% ○ Other grains: 2% maximum ○ Aflatoxin (B1+B2+G1+G2): 20 ppb maximum ○ Living predators: 0% ○ Dead insects: 8 dead insects per Kg maximum ○ Heavy Metals (arsenic, cadmium, lead, mercury): free in quantities likely to pose risks to human health. (European Union standard). ○ Free of all traces of trogoderma and prostephanus.
<p>WHITE SORGHUM produced in the ECOWAS region - Production Campaign: XXXX/XXXX</p>	<p>Good Quality Healthy and fit for human consumption</p>	<ul style="list-style-type: none"> ○ Organoleptic: natural smell and taste ○ Humidity rate: 11% maximum ○ Organic foreign matter: 1% maximum ○ Inorganic foreign matter: 0.5% maximum ○ Grains damaged by insects: 2% maximum ○ Broken grains: 1% maximum ○ Mouldy grains: 00% ○ Other grains: 2% maximum ○ Aflatoxin (B1+B2+G1+G2): 20 ppb maximum ○ Ochratoxins A: 5 ppb maximum ○ Living predators: 0% ○ Dead insects: 0.1% maximum

Nature of supply	General characteristics	Specifications
		<ul style="list-style-type: none"> ○ Heavy Metals (arsenic, cadmium, lead, mercury): free in quantities likely to pose risks to human health. (European Union standard). ○ Free of all traces of trogoderma and prostephanus.
<p>MILLET produced in the ECOWAS region - Production Campaign: XXXX/XXXX</p>	<p>Good Quality Healthy and fit for human consumption</p>	<ul style="list-style-type: none"> ○ Organoleptic: natural smell and taste ○ Humidity rate: 11% maximum ○ Organic foreign matter: 1% maximum ○ Inorganic foreign matter: 0.5% maximum ○ Grains damaged by insects: 2% maximum ○ Broken grains: 1% maximum ○ Mouldy grains: 00% ○ Other grains: 2% maximum ○ Aflatoxin (B1+B2+G1+G2): 20 ppb maximum ○ Ochratoxins A: 5 ppb maximum ○ Living predators: 0% ○ Dead insects: 0.1% maximum ○ Heavy Metals (arsenic, cadmium, lead, mercury): free in quantities likely to pose risks to human health. (European Union standard). ○ Free of all traces of trogoderma and prostephanus.
<p>WHITE RICE produced in the ECOWAS region - Production Campaign: XXXX/XXXX</p>	<p>Good Quality Healthy and fit for human consumption</p>	<ul style="list-style-type: none"> ○ Organoleptic: natural smell and taste ○ Humidity rate: 13% maximum ○ Organic foreign matter: 0.5% maximum ○ Inorganic foreign matter: 0.1% maximum ○ Breakage Rate: 35% maximum ○ Damage grains: 1% maximum ○ Paddy grains: 15 grains/Kg maximum ○ Mouldy grains: 00% ○ Ochratoxins A: 5 ppb maximum ○ Living predators: 0% ○ Heavy Metals (arsenic, cadmium, lead, mercury): free in quantities likely to pose risks to human health. (European Union standard). ○ Free of all traces of trogoderma and prostephanus.

Specifications for conditioning and packaging

<p>Packaging</p>	<p>The products are packed in new, double machine sewn, clean bags not yet used and must be guaranteed not treated with pesticides. The packaging will be polypropylene bags. Suppliers will have to deliver an additional 2% of empty bags.</p>
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	<p>The packaging will be polypropylene bags with the following characteristics:</p> <ul style="list-style-type: none"> ✦ Size: 55 x 110 cm ✦ Grammage: 100 to 110 gr / sqm ✦ 1,000 denier wire ✦ Vertical resistance (chain): 1200 N ✦ Horizontal resistance (frame): 1,000 N ✦ UV protection for 1,200 hours of sun exposure ✦ Bottom stitched with 1,200 denier thread. <p>The lots 2.4.1, 2.4.2 and 4.4.1 relating to White Rice must be double-packed, i.e. the White Rice must be packed in transparent plastic bags inside the polypropylene bags whose characteristics are indicated above.</p>
Packing	The packing will be 50 kilograms net weight.
Labelling	The markings on the bags must be made in an industrial way. In addition to complying with labelling standards, packages must bear, in grouped characters on the same side, legible, indelible and visible from the outside the information and logo below.

Fortified compound flour specifications

Parameters to control:

A. Physicochemical analysis

Settings	Target
Humidity	7% maximum
Protein	16.0 % minimum
Lipid	9.0% minimum
Vitamin A	2770 - 4160 UI
Iron	6.5 - 13 mg
Zinc	5 mg

B. Microbiological quality

Parameter	Standards
Aerobic mesophilic bacteria	10,000 cfu/g
Coliforms	10 cfu/g
Salmonella	0 cfu/ per 25 g
Escherichia Coli	0 cfu/g
Staphylococcus aureus	0 cfu/g
Bacillus cereus	50 cfu/g max

C. The Contaminants

Contaminants	Standards
Aflatoxin total	5 ppb

Packaging specifications

The fortified and compound flour must be packaged in PP-PE bags of 1.5 kg, preserving the hygienic, nutritional, technological, and organoleptic qualities of the products during transport. Containers, including packaging materials, must be made from safe substances suitable for food use. They must not transmit any toxic substances to the products, nor any undesirable odours or flavours.

The sachets, for their part, must be packed in boxes containing 10 sachets each.

Both the sachets and the boxes must bear the following inscriptions:

The bags must bear these inscriptions on one side and the boxes on at least two sides.

The inscriptions out of the packaging must be made in an industrial manner. They must comply with labelling standards and must be legible, indelible and visible from the outside.

G. Shelf life

The fortified and compound flour must maintain the above qualities for at least 12 months from the date of manufacture when stored in a dry place and at the ambient temperatures

prevailing in the destination country. An expiry date must be indicated on each packet and box.

Specimen of packaging



PART THREE General and specific conditions of the contract

Section VIII- Contract type of purchase orders

BETWEEN:

The Economic Community of West African States (ECOWAS) Commission, via the Regional Agency for Agriculture and Food hereinafter referred to as the "Client", having its main establishment at: **4 & 5 floors of immeuble CRBC, Place de la Réconciliation in Atchanté, cité OUA Lomé, TOGO, Email: araa@araa.org, phone: +228 22 21 40 03**, represented by **the Vice-President of the ECOWAS Commission, Mrs Damtien L. TCHINTCHIBIDJA**,

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

AND

NAME IS PROVIDER

whose Head Office is located at _____, registered with the RCS of _____ under the identification number _____ represented by _____, authorised for the purposes of this by decision of _____ dated _____.

If the Provider is incorporated of several entities, the text shall be amended as follows: "...(hereinafter referred to as the "Provider") and, on the other hand, a Consortium [name of the Consortium] composed of the following entities, each of which will be jointly and severally liable to the Client for the execution of all contractual obligations, namely [name of member] and [name of member] (hereinafter referred to as the "Provider")."

Hereinafter referred to as the "provider" on the other hand.

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

IT IS PREVIOUSLY EXPOSED:

The French Development Agency, hereinafter referred to as "AFD", and the ECOWAS Commission have signed a Financing Agreement for the implementation of the Interim Phase of the Food Security Storage Support Project in West Africa (STOCK II), hereinafter referred to as the "Project" for which ECOWAS is the "Project Owner".

WHEREAS the Client wishes the provider to provide the service provisions described in Annex A to the Contract (hereinafter referred to as the "Services") in the context of the Implementation of the Project, and

WHEREAS the provider, demonstrating to the Client that he has the professional ability, expertise, and required technical resources, agrees to provide the said Services in accordance with the terms and conditions set out in the Contract;

FOR THESE REASONS, THE PARTIES TO THE PRESENT CONTRACT have agreed to the following:

The present contract (hereinafter, the "Contract") aims to specify the conditions in which the Provider will be required to provide these services to the Client.

This Contract is part of a Contract with purchase orders with a maximum amount of **XXX Euros (XXX €) excluding taxes**. This contract with purchase orders is awarded to one or multiple suppliers.

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

THEREFORE, IT IS AGREED AS FOLLOWS:

Article 1. DEFINITIONS

The terms and expressions with initial capital letters shall have the following meanings for the purposes of the Contract:

Appendix	Means any annex of the Contract. The Annexes are an integral part of the Contract.
Agreement	Refers to concerted actions, agreements, express or tacit understandings or coalitions, including through direct or indirect involvement of a Consortium Party established in any countries, when their object or effect is to prevent, restrict or distort competition on a contract, particularly when they aim to: <ul style="list-style-type: none"> - Limiting access to the contract or the free exercise of competition by other companies; - Obstructing the setting of prices by the free play of the contract by artificially favouring their increase or decrease; - Limit or control the report, the contracts, the investments or the technical progress; - Allocate the contracts or sources of supply.
Consortium	Refers to a formal or informal association with or without a legal personality distinct from that of the members constituting it, with more than one Provider, in which one of the members, called the power of attorney, represents all the members of the Consortium, and which is jointly and severally responsible for the execution of the Contract vis-à-vis the Client.
Confidential Information	Designates:

- All information, data, documents of any kind and in any form or medium, including, without limitation, any written information, scores, report, document, study, analysis, drawing, letter, listing, software or content of data stored on a USB key, specifications, figures, graphics, communicated by ECOWAS to the Provider in the context of the Contract;
- The Contract (including any information obtained during its negotiation and/or execution) and more generally any information or document that the Provider may have obtained, directly or indirectly, in writing or by any other means, from ECOWAS for the needs or in connection with the Contract, including without limitation all technical, commercial, strategic or financial information, studies, specifications, software, products;
- The Service (including reports, construction work, studies carried out in connection with the Service) and any information related thereto.

Personnel	Refers to the staff of the provider assigned by the latter to the provision of the service.
Service	Refers to all the tasks, activities, services, deliverables and services to be carried out by the Provider under the Contract.

Article 2. CONTRACT PURPOSE AND CONTRACTUAL DOCUMENTS

2.1 Contract Purpose

The Contract is intended to define the conditions under which the Provider undertakes to provide the ECOWAS, independently, with services and property that may be required throughout the operational implementation period of the Project; the Service being more specifically described in Annex A. The Service must be carried out and organised in accordance with the provisions set out in the Contract and the Annexes.

2.2 Constituent parts of the contract

- a. The Contract;
- b. The Terms of Reference of the Service (Annex A) ;
- c. The Technical Bid developed by the Provider and accepted by the Parties, including the description of the staff and tasks and responsibilities of its members according to the Service (Annex B) ;
- d. The financial offer of the provider (Annex C);
- e. The Integrity Declaration signed (Annex D); and
- f. The Purchase Order template (Annex E)

Article 3. EXECUTION OF THE SERVICE

3.1. Means to be implemented

The provider must bring, in the context of the execution of the Contract, all their know-how and skills for the completion of the Service. He will provide all the logistics and equipment necessary for the successful execution of the Service.

The provider must execute the service in a professional manner and in accordance with the rules of the trade.

The provider undertakes to ensure the maintenance and/or repair of the materials or software provided in the context of the service, for the entire period of implementation of the contract.

The Provider will assign the appropriate Staff to carry out the various missions necessary for the successful completion of the Service. The individuals making up the Staff, including their tasks and liabilities in relation to the Service, are listed in Annex B. The Provider must provide the CVs of the Staff members to ECOWAS.

The Staff will operate under the supervision, legal liability, hierarchy and disciplinary responsibility of the Provider. The Provider undertakes to carry out all the formalities applicable according to the current regulations on the employer's right to work, social security coverage and tax obligations. The Staff will at all times be under the sole authority of the Provider and will be accountable for their activity exclusively and directly to the latter.

The provider undertakes to ensure that the staff is able to carry out their mission both in the country of their head office and in the countries where the mission takes place. He will have to carry out the formalities related to the administrative situation of the Staff, obtain visas and any document necessary according to local regulations. The Provider also undertakes to (i) have taken all necessary provisions (insurance, mutual funds...) to assist the Staff in case of difficulties occurring locally, such as, for example, an evacuation for health or political reasons and to (ii) provide any technical assistance that the Staff may need in the context of their mission.

The carry out of the Services will include travel to be carried out in areas with security risks¹². The provider undertakes to take the measures it deems necessary and sufficient to ensure the safety of the staff mobilised in the context of this service, its own safety, and that of the property for which liability has been entrusted to it. He commits to respecting the directives of ECOWAS and RAAF regarding security.

The Provider may proceed with the replacement of one or more member(s) of the Staff in case of failure of said member(s), provided that (i) the qualifications of the proposed person(s) for the replacement are equivalent or superior to those of the person(s) to be replaced, (ii) that this replacement does not cause any delay for ECOWAS according to the execution schedule of the Service, (iii) having obtained the prior written agreement of ECOWAS on the proposed person(s) and (iv) that this replacement does not result in any increase in the Cost of the Service. The replacement will have to be done immediately. The provider will bear the cost of all associated fees.

¹² In accordance with article 1.5.2 "Security" of the Guidelines for the Procurement funded by the AFD in the Foreign States, locations of execution of the Services situated in an area classified as orange or red by the French Ministry of Europe and Foreign Affairs (or any other French ministry responsible for developing the classification of the security level of foreign countries, as appropriate).

3.2. Location of service execution

The location of service execution is specified on each Purchase Order.

3.3. Execution schedule of the Service

The provider undertakes to submit to ECOWAS the deliverables whose content and submission date are specified in each purchase order.

Each of the deliverables must be delivered in accordance with the number established in the purchase order. The Provider will be required to provide these deliverables on the medium specified in each purchase order at the address specified on each purchase order. The compliance of the deliverable will be assessed according to the Terms of Reference set out in Annex A and the specific terms of each Purchase Order. ECOWAS must validate each deliverable in accordance with the terms. Only the express and written validation of each deliverable by ECOWAS will provide proof of this compliance.

In the event of an inconsistent deliverable, ECOWAS will address observations/comments by any means within a deadline of fourteen (14) working days from the receipt of the deliverable, which must be taken into account by the Provider, who must submit a modified deliverable within a deadline of seven (7) working days from the sending of observations by ECOWAS.

The provider undertakes to carry out the Service in accordance with the schedule provided in the Purchase Order. The delivery delay of a deliverable due to the non-validation by ECOWAS of its first version must not in any case result in a delay to the execution schedule of the Service.

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

- The work cannot start on the outlined date or cannot proceed as agreed for reasons attributable to ECOWAS;
- Modifications or additions are requested by ECOWAS;
- The provider cancels/postpones a mission necessary for the service to be carried out in a high-risk area, for security reasons.

3.4. Liquidated Damages

Any delay in execution that has not been expressly approved by ECOWAS may result in Liquidated Damages charged to the Provider in the amount of one hundred and fifty excluding taxes (100 € HT) per calendar day of delay, starting from the seventh (7th) day following the receipt of the formal notice notified by ECOWAS to the Provider by registered letter with Acknowledgment of Receipt (A.R), not followed by effect. The amount of liquidated damages will be deducted by ECOWAS from the amount of the balance to be paid, and the surplus, if any, must be refunded by the Provider to ECOWAS upon its first request.

The payment of these penalties will not prevent the automatic termination, without indemnity, of the Contract due to the fault of the Provider.

3.5. Monitoring of the service implementation

The person mentioned in the Purchase Order is by default the ECOWAS person in charge of controlling the deliverables submitted and their validation. In case of non-validation, she will send her observations/comments to the Provider within the deadline specified in Article 3.3.

[_____Function is representative of the Provider_____] is the correspondent of the Provider. ECOWAS will transmit its observations/recommendations/decisions and/or respond to its requests.

The Provider undertakes to take into account any recommendation and make the requested modifications, in accordance with the Contract and its Annexes.

Section 4. ISSUANCE OF PURCHASE ORDERS

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

4.1. Preliminary quote

The ECOWAS will send a request for the execution of the Service to the provider.

The ECOWAS request will include:

- The specific Terms of Reference;
- The nature of the deliverable is desired;
- The period of execution of the services.

Within a maximum period of one (1) calendar week, the Service Provider will propose to ECOWAS (i) the list of experts mobilised and available for the period in question, (ii) a detailed schedule for the implementation of the service, and (iii) a detailed estimate based on the application of the unit price schedule from the call for bids.

The Provider must provide responses to requests made by ECOWAS regarding information for the services outlined in the context of the execution of this Contract.

These responses are called "quotes". The deadline for providing quotes cannot exceed seven (7) calendar days.

The unit prices are listed in Annex C of the Contract and will be considered firm and non-revisable for the entire period of the Contract.

The experts proposed by the provider correspond to those proposed in the context of the call for bids. Furthermore, if exceptionally, the Service required the use of a skill not mentioned in the bid, the Provider may propose the CV of an expert specialised by applying unit prices equivalent to those mentioned in the bid. In any case, ECOWAS must give its prior agreement to any new CV that will be presented to it by the Provider in the context of this Contract.

Each order will be the subject of a specific Purchase Order from ECOWAS to the provider.

4.2. Purchase Order

The execution of the services outlined in this Contract is subject to a Purchase Order issued beforehand by ECOWAS and signed by an authorised representative, according to the model provided in Annex E.

The provider undertakes to execute the services following the wording of the purchase order which specifies:

- The name and the legal name of the Provider;
- The identification of the Contract;
- The location of the service execution and its intervention dates;
- The period of execution of the service (number of days in accordance with the profiles of the experts and services mentioned in the response to the position);
- The remuneration and other costs including reimbursable expenses where appropriate.

A maximum deadline of fifteen (15) calendar days from the receipt of the purchase order will be granted by ECOWAS to the Provider to make available and mobilise the desired expert(s). If, due to the specificities of the Service, or for internal organisational reasons, the Provider considers that this mobilisation deadline is not appropriate, they will inform ECOWAS at the time of preparing the quote, and, in consultation with ECOWAS, they will propose an alternative date for the mobilisation of experts and the preparation of the mission.

4.3. Modification of the Purchase Order

ECOWAS reserves the possibility to make modifications to the services ordered during the execution of the Purchase Order. ECOWAS then sends a corrected Purchase Order to which the provider acknowledges receipt. The Provider will then provide a supplementary quote, covering, where appropriate, the scope of services not already covered by the Purchase Order. The corrected purchase order also corrects, where appropriate, the price(s) and deadline(s) and/or date(s) of execution of the service(s) concerned.

Furthermore, ECOWAS may decide to stop the execution of the services ordered in whole or in part. In this appropriate case, ECOWAS informs the Provider in writing and within the shortest deadline. The provider acknowledges receipt by any means.

In case of termination of services during the execution of the Purchase Order, the amounts due to the Provider for the settlement of the order balance are calculated pro rata to the services actually performed for the firm component of the Price Summary. Reimbursable expenses, if applicable, already incurred by the Provider will be fully due. The Provider produces the justifications of the amount it claims in support of its invoice. The provider cannot claim any additional indemnity.

Article 5. REMUNERATION IS PROVIDER

5.1. Remuneration <2>

The execution of the Services of the Contract, detailed in the specific Terms of Reference for each mission, is subject to the issuance of purchase orders.

The services are carried out as needed by issuing purchase orders. They are notified to the provider by any means that allows the date of their receipt by the provider to be verified and serves as an order to carry out the service.

Each Purchase Order will be established and signed jointly by a representative of ECOWAS and by the representative of the Provider who will negotiate the terms of the Purchase Order, including:

- The title of the contract and its reference;
- The purpose of the mission, the location and the date of completion;
- The execution deadlines;
- The price excluding taxes of the services by reference to the unit prices in the commercial offer (unit prices) ;
- Specific terms;
- If appropriate: per diem and the estimated costs of transportation, inspection fees, operating costs, etc; and
- The nature and format of the deliverable(s) expected.

Invoicing will be done based on the amount established jointly by the parties and marked in the purchase order. Generally and unless otherwise specified in the purchase orders, the services will be invoiced independently for each service and according to the following scheme:

- Payment of a deposit of thirty percent (30%) of the amount of the service is the Signature of the Purchase Order;
- Payment of the balance of services, upon presentation of an invoice accompanied by supporting documents, after approval of the deliverables provided for in the Purchase Order related to the service.

The invoices will be issued in French in two (2) original copies.

5.2. Terms of payment

Payments will be made by bank transfer to the account of the Provider, whose details are the following:

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

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

Invoices must be addressed to ECOWAS. Payments will be made within thirty (30) days of receipt of the invoice and documents specified above, subject to validation of the deliverable(s) referenced in the invoice.

5.3 Currency of Payment

Payments under the Contract will be made in the currency (ies) indicated in the Contract and each Purchase Order, with a preference for the Euro to facilitate payments by the AFD.

Article 6. INTELLECTUAL PROPERTY

6.1. Transfer of copyright rights

The Provider exclusively transfers to ECOWAS the rights to the Service, as well as any element that is constitutive of it in whole or in part. He irrevocably assigns to ECOWAS, exclusively for the whole world and for the legal duration of copyright, the rights of exploitation, representation, reproduction and adaptation for commercial and/or non-commercial purposes that he holds or will hold on the reports, construction work, studies and documents carried out as part of the Service (hereinafter the "Assignment").

More specifically, the Assignment includes the rights:

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

The transfer is carried out as the deliverables are completed by the provider for the service.

The Provider also acknowledges ECOWAS' right to transfer to any third party its right to use the deliverables produced by the Provider in the context of the Contract.

6.2. Guarantees of the transfer

Throughout the entire period of the Agreement, the Service Provider (i) undertakes not to broadcast the Service on any medium without the agreement of ECOWAS and (ii) guarantees the peaceful enjoyment of the rights transferred to ECOWAS against any disturbances, claims, and evictions of any kind. He guarantees in particular to have regularly acquired all the rights, including intellectual property rights, necessary for the Assignment.

As a result, the Provider guarantees ECOWAS against any action, claim, demand or opposition from any Person invoking a right of intellectual property or an act of competition and/or parasitism that the Transfer would infringe upon.

The Provider guarantees that the Service does not contain anything that could constitute a violation of the laws and regulations applicable to them, in particular regarding defamation and insult, privacy and the right to image, infringement of good morals, counterfeiting or plagiarism.

6.3. Remuneration for the transfer

The Price of the Transfer is included as a lump sum and final in the remuneration described in Article 4 of the Contract. The provider acknowledges that he is aware of it and cannot claim any additional amount for the transfer.

Article 7. DECLARATION AND OBLIGATION IS PROVIDER

7.1. Provider's Declaration

The authorisations required under the Contract and the insurance related to the Service will be the responsibility of the provider. The Provider declares that it will subscribe to and maintain, and ensure that its Staff has insurance covering all risks related to the execution of the Service, especially in appropriate of Staff travelling abroad. The Provider will provide the ECOWAS, upon request from the latter, the corresponding insurance certificates.

The provider declares:

- That he has obtained from the competent authorities all the necessary authorisations to carry out his activity in his country of origin or the country where the Service is to be performed;
- That he has all the necessary authorisations for the validity of the Contract and for the execution of the obligations arising therefrom;
- That the Staff is employed by him in accordance with the applicable labour regulations.

Due to security risks in certain areas covered by the service (areas classified as orange or red by the French Ministry of Foreign Affairs), if a party of the Service must be carried out in a potentially risky area, the Provider undertakes, prior to sending the Staff to the site of execution of the Service, to inquire with the French Embassy about the risks involved, and to strictly adhere to the security rules issued. The Provider undertakes to make their decision to cancel or maintain the mission after duly informing themselves of the risk involved.

7.2. Provider's obligations

The provider must provide the following documents at the Signature of the Contract:

- An extract from the registration with the trade and companies register or a copy of the identification card proving registration with the directory of trades or a receipt of submission of a declaration to a business formalities centre;
- A certificate of honour established by the provider certifying that it provides its employees with pay slips compliant with the regulations of the country where its head office is located.

If ECOWAS is informed in writing that the Provider or a subcontractor is in breach of the required formalities, it will formally request them by registered letter with Acknowledgment of Receipt to rectify this situation without delay.

The provider under formal notice must provide proof that he has put an end to the unlawful situation. In the absence of regularisation, ECOWAS may either apply contractual penalties or terminate the Contract without indemnity, at the expense and risk of the provider.

7.3. Confidentiality obligations

The Provider, acting both for himself and on behalf of the Staff for which he vouches, 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;
- Be transmitted internally only to the Staff;

-
- Not be used for any purpose other than that defined in the Contract.

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

The Provider therefore undertakes not to disclose, directly or indirectly, in whole or in part, the Confidential Information without the express, prior written authorisation of ECOWAS, to keep confidential any information or document obtained in the context of the Contract and not to communicate to third parties about the missions entrusted to them without prior, express written authorisation from ECOWAS.

At the End of the Contract, the Provider undertakes to fully return the provided documents.

7.4. Power of Attorney of the Provider

The Provider has no Power of Attorney to act on behalf of and for the account of ECOWAS or to bind the latter, unless expressly and specifically mandated by ECOWAS on an appropriate case-by-case basis. ECOWAS remains the sole judge of any decisions to be made on the bids submitted to it by the provider at the end of the service.

7.5. Integrity clause

The provider declares and undertakes to:

- Having committed no act capable of influencing the competition process and in particular that no Agreement has occurred or will occur;
- What negotiation, award and execution of the Contract have not, do not and will not give rise to an act of Corruption.

The provider will respect the commitments contained in the Integrity Declaration given in Annex D.

7.6 Sustainable development

ECOWAS attaches great importance to respecting the provisions for sustainable development, in its social and environmental aspects. As a result, the Provider undertakes to comply with the provisions set out in the Integrity Declaration provided in Annex D.

Article 8. OBLIGATION OF ECOWAS

To enable the provider to carry out his work, ECOWAS will ensure:

- Make available to the provider all the elements it holds and necessary for understanding the issue in order to carry out the service;
- Facilitate the provider's contact with the people of ECOWAS, actors in the field, and the Project concerned by the Service.

Article 9. COMMENCEMENT – TERM OF THE CONTRACT

The Contract shall enter into force upon signature by the Parties. The service starts the day after the contract is signed and ends no later than the technical completion date of the Programme, which is outlined for 04/01/2025. The End of the Services will be notified to the provider by ECOWAS **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 on the express decision of ECOWAS. This renewal will be subject to the signature of an amendment.

The Contract may also come to an End due to its termination by one of the parties in the appropriate cases and following the modalities outlined in article 10 of the Contract.

The provisions of article 5 (intellectual property), article 7.3 (Confidentiality obligations), and article 13 (Applicable law - Jurisdiction) will continue to apply after the expiration of the Contract.

Article 10. TERMINATION IS CONTRACT**10.1. Termination for Convenience**

ECOWAS may, at any time, terminate the Contract by notifying the other party at least 30 (thirty) days in advance and by registered letter with Acknowledgment of Receipt, without indemnity for the other party.

In this appropriate, she will reimburse the Provider for the expenses incurred by the latter up to the date of termination and will pay him, if applicable, the amount corresponding to the party of the Service provided.

10.2. Termination in the event of breaches not attributable to the parties

In the event that, for security reasons, one or more missions necessary and included in the Service located in a potentially risky area should be cancelled, this cancellation compromising the execution of the Service in the terms of the Contract, each party may terminate the Contract by notifying its decision to the other party at least 8 (eight) days in advance and by registered letter with Acknowledgment of Receipt, without any indemnity for the other party.

In this case, ECOWAS will reimburse the Provider for the expenses incurred by the latter up to the date of termination and will pay them, as appropriate, the amount corresponding to the party of the Service provided.

10.3. Termination for Breach

The Contract may be terminated automatically by one of the parties by registered letter with acknowledgment of receipt, in the event of a 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 a formal notice, by registered letter with A.R., to remedy said breach. Any termination may be pronounced without prejudice to any damages and interest that may be claimed in addition by the party victim of the breach.

The termination of the Contract by ECOWAS will be without compensation and will not affect ECOWAS's right to invoke rights and obligations arising before the termination date.

10.4 Termination for Force Majeure

If a case of Force Majeure prevents the Provider from executing its Service and obligations and continues for more than two (2) months from its occurrence, the Contract may be terminated automatically by ECOWAS, by simple notice sent to the Provider, without any indemnity for the Provider or prior notice.

10.5 In all appropriate cases of termination provided for in article 9 of the Contract:

- All the rights and obligations of the Parties shall cease automatically except for the rights and obligations arising before the Date of termination, and in particular the rights related to (i) intellectual property and (ii) confidentiality obligations;
- In all cases, the Provider must, upon receipt of the notice of termination, deliver to ECOWAS the construction work completed as of the termination date and all documents, equipment and/or materials that have been made available to them.

Article 11. ROYALTIES - TAXES - IMPOSTS

To be eligible, all expenses of this contract will be exempt from any fee, tax, duty and/or other rights or deductions, of any kind whatsoever, that are due in relation to the conclusion, execution or extension of the Contract.

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

Article 12. MISCELLANEOUS

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

All notices, reports and other communications relating to the Contract shall be delivered or sent to the respective addresses of the parties marked at the top of this document. They will become effective upon receipt at this 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 changes to the nature or volume of the Service or the Contract Amount, must be agreed to in writing by the parties.

The originals of the Contract are established and signed in French language. If a translation is made, only the French version shall prevail in case of divergence in interpreting the provisions of the Contract or in case of a dispute between the parties.

Article 13. APPLICABLE LAW - JURISDICTION

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

Any dispute between the parties arising from the interpretation and/or execution of this contract will be settled amicably. Failing that, the dispute will be considered for arbitration. Disputes will be considered for arbitration in accordance with the following provisions:

1. Choice of the arbitrator: disputes considered for arbitration by a party will be resolved by a single arbitrator, in accordance with the following provisions:

The two parties may agree to appoint a single arbitrator or, failing agreement on the choice of this single arbitrator within thirty (30) days following receipt by the other party of a bid for appointment made by the party that initiated the procedure, each of the parties may request the International Federation of Consulting Engineers (FIDIC) in Lausanne, Switzerland, for a list of at least five names. Each party will in turn delete a name from this list and the last name remaining on the list will be that of the sole arbitrator responsible for resolving the dispute. If the final selection of the arbitrator is not made within sixty (60) days following the receipt of this list, FIDIC will appoint, upon request from either party, and from the same list or another, the sole arbitrator responsible for settling the dispute.

2. Procedure Rules: in the absence of contrary provisions, the arbitration will be conducted in accordance with the arbitration procedure rules of the United Nations Commission on International Trade Law (UNCITRAL) in effect on the Date of the Contract.
3. Nationality and qualifications of the arbitrator: the sole arbitrator appointed will be an internationally renowned legal or technical expert particularly competent in the field of the dispute in question; they will not be a national of the country of origin of the Provider (or the country of origin of any of the members in the case of a Consortium) nor of the Client. For the purposes of this article, "country of origin" shall have the following meaning:
 - a) The nationality of the Provider or, if the Provider is incorporated in a Consortium, of one of the members; or
 - b) The country in which the Provider (or any of the members of the Consortium) has its main establishment; or
 - c) The country whose majority of shareholders of the Provider (or one of the members of the Consortium) are nationals; or
 - d) The country in which the Subcontractor concerned is a national, when the dispute concerns a subcontracting.
4. Miscellaneous Provisions: In the event of an arbitration procedure governed by the provisions of this article:
 - a) Unless otherwise agreed, the procedure will take place in Nigeria;
 - b) French will be the official language for all intents and purposes; and
 - c) The decision of the sole arbitrator will be final, binding, and enforceable before the competent courts. The Parties exclude by this article any objection or claim based on an immunity related to the execution of the judgment.

Article 14. CONTACTS

For the purpose of notices and information, the addresses are:

For ECOWAS:

Regional Agency for Agriculture and Food (RAAF)

Attention: Mr. the Director Executive

Address: 4 & 5 floors of the CRBC building, place de la réconciliation to the Atchanté district

01 BP 48817

OUA city Lomé, TOGO

Phone: +228 22 21 40 03

For the Provider:

Provider's name - Contact person

Attention:

Address:

Made in Lomé, on the

In three (3) original copies, one (1) for ECOWAS and one (1) for the provider.

FOR THE PROVIDER

FOR ECOWAS

Signed by

Position:

Signed by Damtien L. TCHINTCHIBIDJA

Vice-President of the ECOWAS Commission

Annexes to the Contract

Annex A of the Contract

Terms of Reference

Annex B of the Contract

Technical Bid from the Provider

Annex C of the Contract

Financial Bid and Price Schedule of Unit Prices

Annex D of the contract

Integrity Declaration, Eligibility and Environmental and Social Commitment Declaration

Annex E of the Contract

Purchase Order template

Annex E: Purchase Order template

CONTRACT NO.

Purchase Order No.....

A - Client:

The Economic Community of West African States (ECOWAS) Commission, via the Regional Agency for Agriculture and Food hereinafter referred to as the "Client", having its main establishment at: **4 & 5 floors of immeuble CRBC, Place de la Réconciliation in Atchanté, cité OUA, Lomé, TOGO, Email: araa@araa.org, phone: +228 22 21 40 03**, represented by **the Vice-President of the ECOWAS Commission, Mrs Damtien L. TCHINTCHIBIDJA**

B - Contract holder:

Name of the Provider:

Provider's address:

Identification of registration to the trade and companies register:

C - Purpose of the Contract:

Title	Establishment of contract(s) on a purchase order basis for the inspection services of storage facilities and quality control and quantity control of products of the ECOWAS Regional Food Security Reserve.
Contract reference	Sure, please provide the text in French that you would like to be translated into English.
Execution period	24 months below Reserve of the extension of the period of the Project

D - Ordered services

The holder of the contract identified above is requested to execute the services designated below, in accordance with the provisions of the Constituent Documents of the contract. He returns, duly filled in and signed, a COPY of this Purchase Order, which is receipt of acknowledgment.

Delivery address or execution of the services ordered:

.....

Delivery Time or execution of the Services ordered:

Other details: (To be filled in where appropriate)

Designation of the services ordered	Quantity	Unit price	Total Price
Service 1			
Service 2			
...			

TOTAL AMOUNT OF THE PURCHASE ORDER	
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Methods of payment:

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

This Purchase Order follows the Contract for Purchase Order: n° XXXX, and is automatically integrated into it upon acceptance by the Service Provider.

Client's Signature:

In Lomé, on

On behalf of the RAAF/ECOWAS

Director Executive

F - Acknowledgment of receipt of the purchase order, by the holder of the contract:

Received the present Purchase Order on

Possible observations:

.....
 ...

A....., the.....

For and on behalf of

Signed by:

Position:

Annex A of the Purchase Order

Specific Terms of Reference to the Purchase Order

Provider's Quote