



**Request for Proposal
Consulting Services**

DP N°: No LCS/ BMGF-WAHO/2023/37

Title of consultancy services: Recruitment of an auditing firm to carry out an external audit of the accounts of the AIFP project, financed by the Bill & Melinda Gates Foundation (BMGF) for the accounting years 2023, 2024 and final (June 30, 2025).

Client: West African Health Organisation (WAHO)

Country: Burkina Faso (ECOWAS)

RFP dispatch date: MARCH

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PART I - SELECTION PROCEDURES AND REQUIREMENTS

Section 1. Letter of Invitation (LI)

Letter of invitation to submit a proposal

Consulting services

Mission statement: External audit of the accounts of the AIFP project, financed by the Bill & Melinda Gates Foundation (BMGF) for the financial years 2023, 2024 and final (June 30, 2025).

DP No: LCS/ BMGF-WAHO/2023/37

Country: Burkina Faso

Dear Sir/Madam,

1. The West African Health Organisation (WAHO) (hereinafter referred to as the "Contracting Authority") through the project "Investing in Youth Engagement and Family Planning for Adolescent Sexual and Reproductive Health in the ECOWAS Region (AIFP)" funded by the BMGF Foundation, has provided funds in its budget to finance the cost of the audit of the AIFP project.
2. It is now seeking proposals for the provision of the following consultancy services: Audit of the AIPF project over two and a half years (2023-2024- final 6 months of 2025). For further information on the services in question, please consult the Terms of Reference. (Section 7).
3. This Request for Proposals (RFP) has been sent to the short-listed consultants listed below:

Offices	COUNTRY
PWC	Ghana
BENAUDIT - BAKER TILLY	Benin
Groupement SEC DIARRA BF / SEC DIARRA MALI	Burkina Faso-Mali
Groupement FAUCON- FIDEXCA SARL	Benin
SYNEX CONSULTING SARL	Benin
SOGECA INTERNATIONAL-SAFECO	Togo-Burkina-Faso
SOCIETE D'INGENIERIE FINANCIERE D'AUDIT ET DE DILIGENCES (SIFAD)	Benin
TATY & ASSOCIES SARL	Côte - d'Ivoire

4. This RFP is not to be transferred to another company.
5. A Consultant will be selected by the *Least Cost Selection (LCS)* method and a Full Technical Proposal (FTP) is requested in the format prescribed in this RFP, in accordance with the principles described in the ECOWAS Tender Code.

This RFP contains the following sections:

- Section 1 - The invitation letter
- Section 2 - Instructions to Candidates and Special Data
- Section 3 - Technical proposal– Standard forms
- Section 4 - Financial proposal– Standard forms
- Section 5 - Eligible countries
- Section 6 - ECOWAS policy– Corruption and fraudulent practices
- Section 7 - Terms of reference
- Section 8 - Standard contract - Lump-sum remuneration.

6. Please let us know by **April 09, 2025** at the latest, in writing to: procurement@diffusion.wahooas.org with copy to: cadohinzin@wahooas.org :
 - (a) that you have received this Invitation Letter; and
 - (b) whether you are submitting a proposal alone or jointly.
7. Details of the date, address, and time for submission of the Proposal are given in Clauses IC 17.7 and 17.9.

Yours sincerely

Dr Melchior Athanase J.C. AÏSSI
Director General

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

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Instructions to Consultants

A GENERAL PROVISIONS

1. Definitions

- (a) The term "Affiliate" means an individual or entity that directly or indirectly controls, or is controlled by, or is under common control with, the Consultant.
- (b) "Applicable Rules" means the Procurement Rules applicable to all ECOWAS offices, agencies and institutions;
- (c) "Applicable Law" means the laws and other enactments having the force of law in the country of the Contracting Authority;
- (d) "ECOWAS" stands for the Economic Community of West African States;
- (f) "Contracting Authority" means the authority empowered under the applicable regulations to sign the Service Contract with the selected Consultant.
- (g) "Consultant" means a legally constituted professional service provider entity which may provide the Services to the CA under the Contract;
- (h) "Contract" means a written agreement having the force of law between the Contracting Authority and the Consultant to which are attached the documents listed in Clause 1 of the General Conditions of Contract;
- (i) "Specific Data" means a portion of the Instructions to Candidates (IC) Section 2 used to supplement the IC.
- (j) "Day" refers to a calendar day, unless indicated as a "working day". A working day is an official working day in the country of the ECOWAS entity, excluding public holidays.
- (k) "Personnel" refers collectively to key personnel or any other personnel of the Consultant, subcontractors or joint venture partners;
- (l) "Government" means the government of the country of the ECOWAS entity;
- (m) "in writing" means communicated in written form (by post, e-mail, facsimile, telex, including if indicated in the **Data Sheet**, distribution or delivery via the electronic purchasing system used by the contracting authority) with acknowledgement of receipt;
- (n) "Consortium" means an association, with or without a legal personality distinct from that of the partners constituting it, of two or more consulting firms, in which one of the partners has the authority to conduct business in the name and on behalf of all the partners of the Consortium, and which is jointly and severally liable to the Contracting Authority for the performance of the Contract.

- (o) "Key Personnel" means an expert provided by the Consultant, whose professional qualifications, know-how, knowledge and experience are essential to the performance of the Services under the Contract, and whose CV is taken into account for the technical evaluation of the Consultant's Proposal.
- (p) IC" (this Section 2 of the RFP) means the Instructions to Consultants intended to provide short-listed Consultants with all information necessary to prepare their Proposal.
- (q) "Other Personnel" means personnel provided by the Consultant or a subcontractor, assigned to perform the Services or a portion thereof under the Contract, whose CVs are not evaluated on an individual basis.
- (r) "Proposal" means the Consultant's Technical Proposal and Financial Proposal.
- (s) "RFP" means the Request for Proposal to be prepared by the Contracting Authority for the selection of the Consultant, based on the SRFP.
- (t) the term "SRFP" refers to the standard Request for Proposal (RFP) document, which must be used by the contracting authority to draw up the RFP.
- (u) "Services" means the services to be provided by the Consultant under the Contract.
- (v) "Subcontractor" means any person or entity with whom the Consultant enters into an agreement to subcontract part of the Services, the Consultant remaining responsible to the CA throughout the performance of the Contract.
- (w) "Terms of Reference" (Section 7 of the RFP) means the Terms of Reference defining the objectives, scope of services, activities and tasks to be performed, the respective responsibilities of the CA and the Consultant, and the expected results and deliverables of the assignment.
- (x) The acronym "ESHS" refers to environmental, social (including provisions on sexual exploitation and abuse (SEA) and gender-based violence (GBV)), health and safety requirements.

2. Introduction

- 2.1 The Contracting Authority named in the **Data Sheet** intends to select a Consultant from among those listed in the Letter of Invitation, in accordance with the selection method specified in the **Data Sheet**.
- 2.2 Consultants are invited to submit a technical proposal and a financial proposal, or a technical proposal only, as specified in the **Data Sheet** for the provision of consulting services

required for the assignment designated in the **Data Sheet**. The proposal will serve as the basis for contract negotiations and, ultimately, for the contract signed with the successful Consultant.

2.3 Consultants should be aware of local conditions and take them into account when drawing up their proposal. They are invited to attend the pre-proposal conference if one is provided for in the **Data Sheet**. However, participation in such a meeting is not compulsory. Attendance is optional, and all expenses shall be borne by the consultant.

2.4 The Contracting Authority shall provide, on time and at no cost to the Consultant, the inputs, data and reports relating to the relevant projects specified in the **Data Sheet**, necessary for the Consultants to prepare their proposals.

3. Conflict of interest

3.1 The Consultant is expected to provide objective and impartial professional advice, to defend the interests of the Contracting Authority first and foremost in all circumstances, without considering the possibility of a subsequent assignment, and to scrupulously avoid any possibility of conflict with other activities or with the interests of his company.

3.2 The Consultant is obliged to inform the Contracting Authority of any actual or potential conflict of interest which might make it impossible for him to serve the best interests of the Contracting Authority. Failure to inform the contracting authority of the existence of such a situation may result in the disqualification of the Consultant, the termination of the contract and/or the imposition of sanctions by the ECOWAS Sanctions Committee

3.2.1 Without limiting the generality of the foregoing, a consultant shall not be engaged in the following circumstances:

a Incompatible activities

i) Conflict between consultancy activities and the supply of goods, works or services (other than consultancy services): a firm which has been engaged by the contracting authority to carry out works or supply goods or services (other than consultancy services) for a project, and any firms affiliated with it, will not be allowed to supply consultancy services relating to these goods, works or services. Similarly, a firm engaged to provide consultancy services for the preparation or execution of a project, and all the firms affiliated with it, will not subsequently be allowed to carry out work or supply goods or services (other than consultancy services) which

follow on from or are directly related to the consultancy services previously provided by the firm for the said preparation or execution

- b. Incompatible missions**
- ii) Conflict between consultant assignments: a consultant (including his staff and subcontractors), and any entity affiliated with him, may not be engaged for an assignment which, by its nature, is likely to prove incompatible with another assignment of the consultant on behalf of the same or another contracting authority.
- c. Incompatible relationships**
- iii) Relationship with the Contracting Authority's personnel: a Consultant (including its personnel and subcontractors) having a close business or family relationship with a member of the Contracting Authority's personnel who is directly or indirectly involved in: (i) the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, shall not be awarded the Contract unless the conflict arising from such relationship has been resolved for the duration of the selection process and the execution of the Contract.
- 4. Unfair competitive advantage**
- 4.1 To ensure the fairness and transparency of the selection process, consultants or their affiliates competing for a specific assignment must not enjoy a competitive advantage by virtue of having provided consulting services related to the assignment in question. To this end, the contracting authority must mention in the **Data Sheet** and communicate to all consultants on the short-list at the same time as the Request for Proposals, any information which would give a consultant a competitive advantage in this respect.
- 5. Fraud and corruption**
- 5.1 ECOWAS requires compliance with its rules on integrity and conflict of interest as specified in the Tender Code and recalled in section 6 of this RFP.
- 5.2 For purposes of these provisions, Consultants shall permit and cause their agents (whether declared or undeclared), subcontractors, consultants, service providers, suppliers, and personnel to permit ECOWAS and its agents to examine the accounts, vouchers, statements and other documents relating to any initial selection, pre-selection, bid submission, proposal submission, procurement process and contract performance (if awarded), and to submit them for audit to auditors designated by ECOWAS.

- 6. Eligibility**
- 6.1 ECOWAS allows consultants (including consortia and their partners) from any country to provide consultancy services as part of the activities it finances.
- 6.2 It is the responsibility of the Consultant to ensure that its personnel, joint venture partners, subcontractors, agents (whether declared or not), service providers, suppliers, and/or their employees meet its eligibility requirements.
- 6.3 As exceptions to articles 6.1 and 6.2 above
- a. Sanctions**
- 6.3.1 A Consultant who is subject to a sanction imposed by ECOWAS in accordance with Article 5.1 of the IC, in particular under the rules on integrity and fraud (Articles 117& 118 of the Code) and the provisions against fraud and corruption of Section 6, will be excluded from any short-listing, invitation to submit a proposal, or award of a contract financed from ECOWAS resources during the period determined by ECOWAS.
- b. Exclusions**
- 6.3.2 Consultants from one country, may be ineligible if so stipulated in Section 5 (Eligible Countries) and
- (a) the laws or public regulations of the country of the ECOWAS Entity prohibit commercial relations with that country, and provided that such exclusion is not prejudicial to effective competition for the provision of the Services, in the opinion of ECOWAS, or
- (b) in application of a decision taken by the United Nations Security Council under Chapter VII of the Charter of the United Nations, the country of the ECOWAS entity prohibits all payments to natural or legal persons of that country.
- c. Restrictions applicable to state-owned enterprises**
- 6.3.3 Public enterprises or institutions of the country of the ECOWAS Entity may participate and be awarded a contract if they can establish: (i) that they enjoy legal and financial autonomy; (ii) that they are managed according to the rules of commercial law; and (iii) that they are not bodies under the supervision of the Contracting Authority.
- d. Restrictions applicable to public officials**
- 6.3.4 Public officials and civil servants of the country of the ECOWAS entity may not be included in the personnel of a consultant, in a proposal except in the case where:
- (i) the services of the public official or personnel are of a unique nature and their participation is critical to the execution of the Project, and

- (ii) their recruitment would not create a conflict of interest, nor conflict with the regulatory or legal provisions of the ECOWAS entity's country, particularly in terms of employment.

- e. **Exclusion by the CA** 6.3.5 A firm, or a firm one of whose members is sanctioned by the ECOWAS Institutions and/or by one of the ECOWAS States, will not participate in the present process.

B. PREPARING PROPOSALS

- 7. **General considerations** 7.1 In preparing the Proposal, Consultants are expected to review the RFP in detail. If the information required by the RFP is incomplete or incorrect, the Proposal may be rejected.
- 8. **Proposal preparation costs** 8.1 The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the Contracting Authority shall in no way be responsible or liable for such costs, regardless of the conduct or outcome of the selection process. The Contracting Authority is under no obligation to accept any Proposal and reserves the right to cancel the selection procedure at any time prior to the award of the Contract, without thereby incurring any liability whatsoever to the Consultants.
- 9. **Language** 9.1 The Proposal and all correspondence and documents relating to the Proposal between the Consultant and the Contracting Authority shall be in the language specified in the **Data Sheet**.
- 10. **Proposal documents** 10.1 The Proposal shall contain the documents and forms listed in the **Data Sheet**.
 - 10.2 If so stipulated in the **Data Sheet**, the Consultant shall be required to provide a declaration that he will submit his Proposal and perform the eventual contract in compliance with the laws of the country of the contracting authority concerning fraud and corruption (including illicit payments).
 - 10.3 The Consultant shall provide information on any commissions and fees paid or to be paid to agents in connection with the Proposal and the execution of the Contract if awarded to the Consultant, as requested in the Financial Proposal Form (Section 4).
- 11. **A single Proposal** 11.1 The Consultant (including association partners) may submit only one Proposal, in his own name or in association. If a Consultant (including association partner) submits or participates in more than one Proposal, such Proposals will be

rejected. However, this does not preclude the participation of the same Sub-Consultant, including individual experts, in more than one Proposal where circumstances warrant and if permitted in the **Data Sheet**.

12. Validity of Proposals

12.1 The Proposal shall be valid for the number of days specified in the **Data Sheet** from the deadline for submission of proposals.

12.2 During this period, the Consultant shall maintain his original Proposal without any changes, including proposed key personnel, rates and total proposed price.

12.3 If it is established that a key personnel named in a Consultant's Proposal was not available at the time of submission of the Proposal, or had been mentioned without the said personnel having confirmed their agreement to be included in the said Proposal, the Proposal shall be rejected and shall not be evaluated, and the Consultant may be subject to sanctions in accordance with Article 5 above.

a. Extension of the of validity

12.4 The Contracting Authority will make every effort to complete negotiations within the validity period of the Proposal. However, if necessary, the Contracting Authority may request in writing that Consultants who have submitted a Proposal extend the validity of their Proposal.

12.5 If the Consultant agrees to extend the validity of his Proposal, he shall do so without modifying his original Proposal and shall confirm the availability of key personnel, subject to the provisions of IC 12.7.

12.6 The Consultant shall have the right to refuse the extension of the validity of his Proposal, in which case the Proposal shall not be further considered

b. Replacement of key personnel when validity is extended

12.7 If a key member of staff is no longer available during the Proposal extension period, the Consultant shall provide a written justification and the necessary evidence, to the satisfaction of the Contracting Authority, in support of the request for replacement. In such a case, the proposed replacement shall have qualifications and experience similar or superior to those of the personnel initially proposed. However, the technical score will remain that awarded when the CV of the key personnel initially proposed was evaluated.

12.8 If the Consultant fails to propose a replacement with qualifications and experience similar to or better than those of the original personnel, or if the reasons and/or justifications provided in support of the request for replacement are not

acceptable to the Contracting Authority, the Consultant's Proposal will be rejected

- c. Subcontracting** 12.9 The Consultant may not subcontract the entire Services, subject to the Data Sheet.
- 13. Clarifications and amendments to the RFP documents** 13.1 The Consultant may obtain clarification of any part of the RFP no later than the number of days prior to the deadline for submission of proposals indicated in the **Data Sheet**. The request for clarification shall be addressed in writing, or by secure electronic means, to the Contracting Authority's address indicated in the **Data Sheet**. The Contracting Authority will reply in writing, or by secure electronic means, to the request for clarification. He will send a copy of his reply (indicating the question asked but without mentioning the author) to all Consultants on the shortlist. Should he deem it necessary to modify the RFP as a result of the clarifications requested, he will do so in accordance with the procedure stipulated below:
- 13.1.1 At any time prior to the deadline for submission of proposals, the Contracting Authority may amend the RFP in writing or by electronic means. The amendment shall be sent to all short-listed Consultants and shall be binding. Short-listed Consultants shall acknowledge receipt of the amendment in writing.
- 13.1.2 If the amendment is significant, the Contracting Authority may extend the deadline for submission of Proposals to allow short-listed Consultants sufficient time to incorporate the amendment into their Proposal.
- 13.2 The Consultant may submit an amended or modified Proposal at any time prior to the deadline for submission of Proposals. No changes to the Technical Proposal or the Financial Proposal will be accepted after the deadline for submission of proposals.
- 14 Proposal preparation - Specific remarks** 14.1 In preparing the Proposal, the Consultant shall pay particular attention to the following considerations:
- 14.1.1 The short-listed Consultant who believes that he/she can strengthen the expertise required for the assignment by teaming up with one or more consultants in the form of a consortium or subcontract, may do so with: (i) a consultant(s) not on the short-list, or (ii) a consultant(s) on the short-list if permitted in the **Data Sheet**. In both cases, a short-listed Consultant must obtain the approval of the Contracting Authority before a joint submission of his/her Proposal. When teaming up with a non-short-listed

Consultant in the form of a consortium or subcontract, the short-listed Consultant must be the lead Consultant. If short-listed Consultants join together, any one of them may be the lead Consultant

14.1.2 The Contracting Authority may provide an estimate of the amount or working time of key personnel (expressed in expert-months) in the **Data Sheet**. This estimate is indicative, and the Proposal should be based on the Consultant's estimate of the staff time.

14.1.3 If specified in the **Data Sheet**, the Consultant shall include in his/her Proposal, as a minimum, the duration of key personnel services (expressed in the same unit of measure stipulated in the Data Sheet), failing which the Financial Proposal will be adjusted for the purposes of the comparison of proposals and the award decision, in accordance with the procedure indicated in the **Data Sheet**.

14.1.4 For the Selection within Budget method, the estimated working time of key personnel is not disclosed. The total budget available, excluding taxes, is indicated in the **Data Sheet**, and the Financial Proposal must not exceed the budget indicated.

15. Format and content of the Technical Proposal

15.1 The Technical Proposal shall be prepared using the Standard Forms in Section 3 of the RFP and shall include all documents listed in the **Data Sheet**. The Technical Proposal must not include any financial information. A Technical Proposal containing material financial information will be declared non-compliant.

15.1.1 The Consultant shall not propose several key personnel for the same position. Only one CV shall be submitted for each key personnel position, failing which the proposal shall be rejected for non-compliance.

15.2 Depending on the nature of the assignment, the Consultant shall provide a Full Technical Proposal (FTP) or a Simplified Technical Proposal (STP) as specified in the **Data Sheet**, using the forms provided in Section 3 of the RFP.

16. Financial proposal

16.1 The Financial Proposal must be drawn up using the forms in Section 4 of the RFP. It must indicate all costs relating to the assignment, including (a) remuneration of key personnel and other staff, (b) other costs mentioned in the **Data Sheet**.

- a. review** 16.2 For assignments exceeding eighteen (18) months in duration, a price revision provision for remuneration to reflect international and/or national inflation will be used, if indicated in the **Data Sheet**.
- b. Taxation** 16.3 The Consultant and his/her subcontractors shall assume the tax obligations resulting from the Contract, unless otherwise specified in the **Data Sheet**. Information on the tax regime in force in the country of the ECOWAS entity is provided in the **Data Sheet**.
- c. Currency of the Proposal** 16.4 The Consultant may express the price of the Services in the currency (or currencies) indicated in the **Data Sheet**. If indicated in the **Data Sheet**, the portion of the price corresponding to costs incurred in the country of the contracting entity shall be quoted in the national currency of the country.
- d. Currency of payment** 16.5 Payments under the Contract shall be made in the currency (or currencies) specified in the Proposal.

C SUBMISSION, OPENING AND EVALUATION OF PROPOSALS

- 17. Submission, sealing and marking of proposals** 17.1 The Consultant shall submit a complete and signed Proposal, including all documents specified in Article 10 (Proposal Documents). The Consultant shall mark as "CONFIDENTIAL" any information contained in their Proposal which is confidential in the course of their business. This may include commercial information, trade secrets or sensitive commercial or financial information. The Application may always be delivered by mail or deposited in person. Where the **Data Sheet** so provides, the Consultant may submit the Proposal electronically.
- 17.2 An authorized representative of the Consultant shall sign and initial all pages of the original Technical Proposal and, if applicable, of the Financial Proposal. His authorization shall be confirmed by a written power of attorney attached to the Technical Proposal establishing that the representative has been duly authorized to sign.
- 17.2.1 The Consortium Proposal must be signed by all partners, so as to bind them legally; or by an authorized representative with a written power of attorney signed by the authorized representatives of all group partners.

- 17.3 Any modification, addition between lines, erasure or overwriting, to be valid, must be signed or initialed by the person signing the Proposal.
- 17.4 The signed Technical Proposal and Financial Proposal must be marked "ORIGINAL" or "COPY, as appropriate. The number of copies required is indicated in the **Data Sheet**. Copies must reproduce the signed original. In the event of discrepancies between the copies and the original, the original shall prevail.
- 17.5 The original and copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "**TECHNICAL PROPOSAL, [name of assignment], [reference No.], [name and address of Consultant]**", and a warning "**DO NOT OPEN BEFORE [INSERT DATE AND TIME SET FOR DEADLINE FOR SUBMISSION OF PROPOSALS]**".
- 17.6 Similarly, the original and copies of the Financial Proposal shall be placed in a sealed envelope marked "**FINANCIAL PROPOSAL, [name of assignment], [reference No.], [name and address of Consultant]**", and a warning "**DO NOT OPEN AT THE SAME TIME AS THE TECHNICAL PROPOSAL**".
- 17.7 These two sealed envelopes containing the Technical Proposal and the Financial Proposal shall themselves be placed in a sealed outer envelope. This outer envelope shall bear the address for submission of proposals, RFP Reference No., the name and address of the Consultant, and a warning "Not to be opened before *[insert deadline for submission of Proposals mentioned in the Data Sheet]*".
- 17.8 If envelopes and packages containing Proposals are not sealed and marked as stipulated, the Contracting Authority shall not be liable in any way if the Proposal is mislaid or opened prematurely.
- 17.9 The Proposal and any amendments thereto must be received by the Contracting Authority at the address and no later than the date and time specified in the **Data Sheet**, as extended from time to time. A Proposal received by the Contracting Authority after the closing date and time for submission of Proposals will be declared out of time, disregarded, and returned to the Consultant unopened.

18 Privacy

- 18.1 From the opening of the Proposals until the award of the Contract, the Consultant shall not contact the Contracting Authority for any reason relating to the Technical Proposal and/or the Financial Proposal. No information relating to the evaluation of the Proposals or the recommendation for award shall be disclosed to the Consultants who have submitted a

Proposal, nor to any other person not involved in the said procedure until the Notification of Intent to Award the Contract has been made. As an exception to this rule, the contracting authority must notify the Consultants of the results of the evaluation of the Technical Proposals.

18.2 Any attempt by a short-listed Consultant, or a person acting on the Consultant's behalf, to improperly influence the Contracting Authority in the evaluation of proposals or in the award decision may result in the rejection of the Consultant's proposal.

18.3 Notwithstanding the above provisions, between the time the proposals are opened and the time the Contract award is published, if the Consultant wishes to contact the Contracting Authority for any reason relating to the selection procedure, he/she shall do so in writing.

19. Opening of Technical Proposals

19.1 The Contracting Authority will open the Technical Proposals in the presence of designated representatives of the Consultants who wish to attend (in person, or on-line if this option is offered in the **Data Sheet**). The date, time and address are indicated in the **Data Sheet**. Financial Proposals will remain sealed until opened.

19.2 At the opening of the Technical Proposals, the following information shall be read aloud: (i) the name and country of the Consultant, or in the case of a joint venture, the name of the joint venture, that of the leader and the names and countries of all the partners in the joint venture, (ii) whether or not there is a sealed envelope to contain the Financial Proposal, (iii) any amendments to the Proposal submitted before the deadline for submission of proposals, and (iv) any other information that the Contracting Authority may deem useful to mention or as indicated in the **Data Sheet**.

20. Evaluation of proposals

20.1 In accordance with article 15.1 of the CI, the persons responsible for evaluating the Technical Proposals only have access to the Financial Proposals once the technical evaluation has been completed,

20.2 The Consultant is not permitted to alter or modify its Proposal in any way after the closing date and time for submission, subject to the provisions of Article 12.7. In evaluating the Proposals, the Contracting Authority will base itself solely on the Technical Proposal and the Financial Proposal, as submitted.

- 21. Evaluation of Technical Proposals**
- 21.1 The evaluation committee appointed by the Contracting Authority will evaluate the Technical Proposals based on their compliance with the Terms of Reference and the RFP, using the criteria, sub-criteria and point system specified in the **Data Sheet**. Each compliant proposal will receive a technical score. Proposals that fail to address important aspects of the RFP or that receive a score below the minimum technical qualification score specified in the **Data Sheet** will be rejected.
- 22 Financial proposals for SQC**
- 22.1 In the event of Selection based on technical quality only, and after ranking of the Technical Proposals, the Consultant with the highest score shall be invited to negotiate the Contract.
- 22.2 If the Financial Proposal has been requested together with the Technical Proposal, only the Financial Proposal of the Consultant with the highest technical score will be opened by the evaluation committee appointed by the Contracting Authority. All other Financial Proposals will be returned unopened after contract negotiations have been successfully concluded and the contract signed.
- 23. Opening of financial proposals (for QCBS, SBD and LCS methods)**
- 23.1 At the end of the technical evaluation and after approval of the corresponding report, the contracting authority notifies the consultants whose proposals have been judged not to be in conformity with the RFP or the Terms of Reference, or have not obtained the minimum technical qualification mark, by providing them with the following information:
- (i) their Proposal was judged to be non-compliant with the RFP or the Terms of Reference, or did not obtain the minimum technical qualification score;
 - (ii) by providing the overall technical score and the scores for each criterion and sub-criterion;
 - (iii) their Financial Proposal will be returned to them unopened at the end of the Contract selection and award process.
- 23.2 At the same time, the contracting authority shall notify in writing the consultants whose proposals have been deemed to comply with the RFP and the Terms of Reference, and have obtained the minimum technical qualification mark, providing them with the following information:
- (i) Their Proposal has been judged to comply with the RFP and Terms of Reference, and has obtained the minimum technical qualification score;
 - (ii) by providing the overall technical score and the scores for each criterion and sub-criterion;

- (iii) their Financial Proposal will be opened at the public Financial Proposal opening session; and
- (iv) informing them of the place, date, and time of the opening of the Financial Proposals and inviting them to attend.

23.3 The date for the opening of the Financial Proposals must be set in such a way as to enable Consultants to make the necessary arrangements to attend and should not be earlier than five (5) working days following the date of notification of the results of the technical evaluation, as described in Articles 23.1 and 23.2 of the IC.

23.4 The Consultant's participation in the opening of the Financial Proposals (in person, or on-line if this option is offered in the **Data Sheet**) is optional and is left to the Consultant's choice.

23.5 Financial Proposals shall be opened by the Contracting Authority in the presence of representatives of Consultants whose Proposals have obtained the minimum technical qualification mark. At the opening, the name of the Consultant and the technical scores, including details by criteria, are announced aloud. The Financial Proposals are then examined to ensure that they have been kept sealed and unopened. They are then opened, and each total proposed price is read aloud and written down. The contracting authority draws up minutes of the session and sends copies to all Consultants who have submitted a Proposal.

24. Error correction 24.1 Activities and items described in the Technical Proposal but not costed in the Financial Proposal will be deemed to be covered by the price of other activities or items, and no corrections will be made to the Financial Proposal.

a. Time-based contracts 24.1.1 In the event that a time-based contract is included in the RFP, the ECOWAS entity's evaluation committee will: (a) rectify any calculation errors, and (b) adjust the prices in the event of any discrepancy with the quantities of inputs shown for each activity in the Technical Proposal. If there is a discrepancy: (i) between a partial amount (or subtotal) and the total amount, or (ii) between the price obtained by multiplying the unit price by the quantities and the total price, or (iii) between the amount indicated in words and the amount indicated in figures, the former shall prevail. If there is a discrepancy between the Technical Proposal and the Financial Proposal concerning the quantities of inputs, the Technical Proposal will prevail and the contracting authority's evaluation committee will modify the quantity in

the Financial Proposal to bring it into line with the quantity in the Technical Proposal, by applying the corresponding unit price of the Financial Proposal to the rectified quantity, and will rectify the total price of the Proposal.

- b. Fixed-price contracts**
- 24.1.2 In the event that a lump sum contract is included in the RFP, the Consultant shall be deemed to have included the price of all necessary inputs in its Financial Proposal, so that no error correction or price adjustment shall be made. The total price, exclusive of taxes as indicated in Article 25, offered in the Financial Proposal (Form FIN - 1) shall be deemed to be the proposed price. In the event of a difference between the amount indicated in words and the amount indicated in figures, the former shall prevail.
- 25. Taxes**
- 25.1 The ECOWAS entity's evaluation of the Consultants' Financial Proposals shall exclude taxes and duties in accordance with the instructions contained in the **Data Sheet**.
- 26. Conversion into a single currency**
- 26.1 For valuation and comparison purposes, prices will be converted into a single currency, using the selling exchange rate, source and date indicated in the **Data Sheet**.
- 27. Combined evaluation of quality and cost**
- a. Selection based on quality and cost (QCBS)**
- 27.1 In the case of SFQC, the total score will be obtained by adding the technical and financial scores, after introducing a weighting according to the formula and indications given in the **Data Sheet**. The Consultant having submitted the most advantageous Proposal, i.e. having obtained the highest combined technical and financial score, will be invited to negotiate a contract.
- b. Selection under a fixed budget (SBD)**
- 27.2 In the event of SBD, Proposals exceeding the budget indicated in Clause 14.1.4 of the **Special Data** shall be rejected.
- 27.3 The Contracting Authority will select the Consultant who has submitted the most advantageous Proposal, i.e. the highest ranked Technical Proposal within the budget indicated in the RFP and invite that Consultant to negotiate the Contract.
- c. Least Cost Selection (LCS)**
- 27.4 In the case of Least Cost Selection (LCS), the contracting authority selects the Consultant having submitted the most advantageous Proposal, i.e. the lowest cost Proposal evaluated

among those having obtained the minimum required technical score and invites this Consultant to negotiate the Contract.

D CONTRACT NEGOTIATIONS AND AWARD

- 28 Negotiations**
- 28.1 Negotiations shall take place at the address indicated in the **Data Sheet** with the Consultant's representative(s) who shall have written power of attorney to negotiate and sign the Contract on behalf of the Consultant.
- 28.2 The Contracting Authority shall draw up minutes of the negotiations, which shall be signed by the Contracting Authority and the Consultant's authorized representative.
- a. Availability of key personnel**
- 28.3 The Consultant invited to negotiate shall confirm the availability of key personnel prior to the commencement of negotiations, or if necessary, propose a replacement in accordance with Article 12. If the Consultant fails to confirm the availability of key personnel. The Contracting Authority may reject the Consultant's Proposal and proceed to negotiate a Contract with the next ranked Consultant.
- 28.4 Notwithstanding the foregoing, replacement of key personnel during negotiations may be considered only in circumstances beyond the Consultant's control and unforeseeable by the Consultant, including death or incapacity for medical reasons. In such a case, the Consultant shall propose a replacement key personnel within the period indicated in the letter inviting him to negotiate the Contract, with qualifications and experience similar or superior to those of the personnel initially proposed.
- b. Technical negotiations**
- 28.5 Negotiations include a discussion of the Terms of Reference, the proposed methodology, the services to be provided by the Contracting Authority, the special conditions of the Contract, and the finalization of the "Description of Services" which forms part of the Contract. These discussions will not significantly modify the initial Terms of Reference, nor the conditions of the Contract, to avoid affecting the technical quality of the final product, its cost, and the relevance of the evaluation of the Proposal.
- c Negotiations price**
- 28.6 Financial negotiations shall aim to clarify the Consultant's tax obligations in the country of the ECOWAS entity and how this will be reflected in the Contract.
- 28.7 If the selection method has taken price into account as an evaluation criterion, the total price cannot be negotiated for a lump-sum contract.

- 28.8 In the case of time-based contracts, staff remuneration may not be negotiated, except where staff remuneration is proposed at levels significantly higher than those usually charged by consultants for similar contracts. In such cases, the contracting authority has the right to ask for clarification and, if the rates are very high, to request changes in remuneration after consultation with the CA. The format for: (i) provision of information on remuneration rates in the case of Selection based on Technical Quality only, or (ii) clarification of remuneration rates under this IC article 28.8 is provided in Appendix A of Form FIN-3: Financial Negotiations - Breakdown of Remuneration Rates.
- 29. Conclusion of negotiations**
- 29.1 Negotiations shall conclude with a review of the draft contract, which shall be signed by the Contracting Authority and the Consultant's authorized representative.
- 29.2 If negotiations fail, the Contracting Authority shall inform the Consultant in writing of the unresolved aspects and the reasons for disagreement and shall provide the Consultant with a final opportunity to respond. If the disagreement persists, the Contracting Authority will terminate the negotiations and inform the Consultant of the reasons for this decision. The contracting authority will then invite the next ranked Consultant to negotiate a Contract. Previous negotiations cannot be reopened once negotiations with the next Consultant have begun.
- 30. Waiting period**
- 30.1 The Contract shall not be awarded before the completion of the waiting period. The waiting period shall be fifteen (15) days, subject to extension in accordance with Article 33 of the CI. The waiting period shall commence on the day following the date on which the contracting authority sends each consultant Notification of Intent to Award the Contract. Where only one proposal has been submitted, or if the contract is in response to an emergency, the waiting period will not apply.
- 31. Notification of intention to award**
- 31.1 The Contracting Authority shall send to all Consultants whose Financial Proposals have been opened, Notification of his/her intention to award the Contract to the successful Consultant. The Notification of Intent to Award the Contract shall contain at least the following information:
- (a) the name and address of the Consultant with whom the Contracting Authority has successfully negotiated a contract
 - (b) Amount of the Contract with the selected Consultant;

- (c) the names of all short-listed Consultants, indicating those who have submitted a proposal,
- (d) where the selection method so provides, the price of their proposals as announced at the time of the opening of proposals and the corresponding evaluated cost;
- (e) the total technical score and details of the score per criterion and sub-criterion for each candidate;
- (f) the final combined score and ranking of candidates;
- (g) a statement indicating the reason(s) why the Proposal of the unsuccessful Consultant was not selected, unless the information in (f) above does not reveal the reason
- (h) the expiry date of the waiting period; and
- (i) instructions for submitting a request for debriefing and/or appeal during the waiting period.

32. Notification of award of Contract

32.1 Upon expiration of the waiting period specified in IC 30.1 and as extended from time to time, and after satisfactory processing of any appeals filed during the waiting period, the Contracting Authority shall notify the successful Consultant of the confirmation of award and request the Consultant to sign and return the Contract as negotiated within eight (8) working days of receipt of the notification. If indicated in the Data Sheet, the Contracting Authority will also request the successful Consultant to provide the Beneficial Owner Disclosure Form 1.

Contract award notification

Within 15 working days of the notification of award, the Contracting Authority will publish the notification of award, which must contain, as a minimum, the following information:

- (a) the name and address of the Contracting Authority
- (b) the name and reference of the contract to be awarded and the selection method used;
- (c) the names of all Consultants who have submitted a proposal, the price of their bids as announced at the bid opening and the estimated cost of each bid;
- (d) the names of the Consultants whose proposals have been rejected or whose proposals have not been evaluated and the corresponding reason
- (e) the name of the successful Consultant, the final total Contract amount, the duration of performance and a summary of the purpose of the Contract; and

- (f) the Beneficial Owner Disclosure Form if indicated in IC 32.1.
- 32.2 Notification of award shall be published on the Contracting Authority's freely accessible website, or in at least one national newspaper of wide circulation in the ECOWAS country/countries, or in the official gazette
- 33. Debriefing by CA**
- 33.1 After receiving from the Contracting Authority, the Notification of Intent to Award Contract referred to in IC 31.1, an unsuccessful Consultant shall have three (3) working days to request a debriefing, by written request to the CA. The CA shall grant a debriefing to any unsuccessful Consultant who requests one within this period.
- 33.2 When a request for debriefing has been submitted within the prescribed time limit, the Contracting Authority will grant the debriefing within five (5) working days, unless he decides to grant the debriefing later, for a justified reason. In such a case, the waiting period will be automatically extended until five (5) working days after the debriefing has taken place. If several debriefings are delayed in this way, the waiting period will be extended until five (5) working days after the last debriefing has taken place. The Contracting Authority will inform all Consultants by the quickest means of the extension of the waiting period.
- 33.3 Where the written request for debriefing is received by the Contracting Authority after the three (3) working day period, the CA shall grant the debriefing as soon as possible, and normally no later than fifteen (15) days following publication of the Contract award notification. A request for debriefing received after the (3) working day deadline will not result in an extension of the waiting period.
- 33.4 Debriefing may be oral or in writing. A Consultant requesting a debriefing shall bear all related expenses.
- 34. Contract award**
- 34.1 The Contract shall be signed prior to the expiration of the validity period of the Proposal, and promptly after the expiration of the waiting period indicated in Article 30.1 of the IC and as extended from time to time, and after the satisfactory processing of any appeal filed during the waiting period.
- 34.2 The Consultant is expected to commence performance of the assignment at the time and place specified in the **Data Sheet**.
- 35. Complaints concerning the awarding of contracts**
- 35.1 The procedures for submitting a Complaint concerning the Award of Contracts are indicated in the **Data Sheet**.

Section 2: Instructions to Consultants
Special data

ITC Reference	A. General provisions
1 (b)	The date of the applicable Rules is: <i>Revised Procurement Code of ECOWAS Institutions September</i>
1 (c)	<i>Burkina</i>
1 (l)	<p>The CA will use the following electronic system for the purposes of the selection procedure: Submissions can be made exclusively on the platform:https://data.wahooas.org/tenders/tenders/list Off-platform submissions will not be accepted. <u>Firms are invited to protect their proposals with a password, which will be sent to WAHO on request for opening.</u></p> <p>The electronic system will be used for the following aspects of the procedure: <i>Send RFP, submit proposals, open proposals.</i> <i>Candidates who wish to take part in the opening can do so by sending a request for participation by email:</i>procurement@diffusion.wahooas.org <i>with copy to</i> cadohinzin@wahooas.org</p>
2.1	<p>Client name: West African Health Organisation (WAHO)</p> <p>Selection mode: Least Cost Selection (LCS).</p> <p>Applicable directives: ECOWAS Procurement Code, September 2021</p>
2.2	<p>The Financial Proposal must be submitted at the same time as the Technical Proposal: Yes</p> <p>The name of the assignment is: Recruitment of a firm for the audit of the AIPF project 2023- 2024 - final (6 months from 2025).</p>
2.3	A pre-submission conference will be held: No
2.4	<p>The CA will provide the following inputs, project information, reports etc. to assist in the preparation of Proposals: Not applicable</p>
4.1	N/A

6.3.1	The list of companies or individuals excluded by ECOWAS is available at XXXXXXXXXXXXXXXXXXXXX.
9.1	The Request for Proposal is written in French.
10.1	<p>The Proposal must contain:</p> <p><u>In the case of a FULL TECHNICAL PROPOSAL (FTP)</u></p> <p>1st inner envelope containing the Technical Proposal:</p> <ul style="list-style-type: none"> (1) Power of attorney of the signatory of the Proposal (2) TECH-1 (3) TECH-2 (4) TECH-3 (5) TECH-4 (6) TECH-5 (7) TECH-6 <p>AND</p> <p>2nd inner envelope containing the Financial Proposal:</p> <ul style="list-style-type: none"> (1) FIN-1 (2) FIN-2 (3) FIN-3 (4) FIN-4 (5) Declaration by the Consultant (if required by Data Sheet 10.2 below)
10.2	<p>A declaration by the Consultant undertaking to comply with ECOWAS rules against fraud and corruption is required.</p> <p>Yes</p>
11.1	<p>The same Subcontractor, including individual experts, may participate in more than one proposal.</p> <p>Yes</p>

12.1	The Proposal must be valid for 120 calendar days following the deadline for submission of proposals.
13.1	<p>Requests for clarification must be sent no later than 10 days before the deadline for submission of proposals.</p> <p>The Client's address for clarification is: procurement@diffusion.wahooas.org with a copy to cadohinzin@wahooas.org</p>
14.1.1	<p>Short-listed Consultants may partner with</p> <p>(a) consultant(s) not on the short list : Yes</p> <p>Or</p> <p>(b) any other short-listed consultant: No</p>
14.1.2	N/A
14.1.3	N/A
14.1.4 and IC 27.2	N/A
15.2	<p>The Consultant shall provide a Full Technical Proposal (FTP):</p> <p>Submission of a Technical Proposal in the incorrect format may result in rejection of the Proposal for non-compliance with RFP requirements.</p>
16.1	<p>(1) <i>a daily allowance (per diem), including hotel expenses, paid to each member of staff for each day absent from head office to perform the Services;</i></p> <p>(2) <i>transportation costs, using the most appropriate means of transport and the most direct round-trip route</i></p> <p>(3) <i>office set-up costs, including overheads and support costs</i></p> <p>(4) <i>communications costs ;</i></p> <p>(5) <i>the cost of purchasing, renting and transporting the equipment, instruments and supplies required to perform the Services;</i></p> <p>(6) <i>costs of reproduction (including printing) and delivery of reports and plans to the CA;</i></p> <p>(7) <i>Other costs, if applicable, and provisional or lump-sum amounts (if any)].</i></p>

16.2	Price revision of remuneration is provided for: no
16.3	"The Contracting Authority has obtained an exemption applicable to the Contract, concerning the payment of duties and taxes subject to exemption, e.g., VAT, or indirect local taxes, in the Client's country in accordance with the headquarters agreement between the Government of Burkina Faso and WAHO.
16.4	<p>The Financial Proposal shall be denominated in the following currencies: XOF or USD</p> <p>.....</p> <p>The Financial Proposal must indicate the costs incurred in the client's country in that country's currency (national currency): no.</p>
C. Submission, opening and evaluation of Proposals	
17.1	<p>The Consultant must submit its Proposal electronically: https://data.wahooas.org/tenders/tenders/list</p> <p>Off-platform submissions will not be accepted.</p>
17.4	<p>The Consultant shall submit:</p> <p>(a) the Technical Proposal in: one (1) original and 2 copies;</p> <p>(b) the Financial Proposal in: one (1) original and 2 copies.</p>
17.7 and 17.9	<p>Proposals must be received by the CA no later than the following date and time:</p> <p>Date: <i>April 22, 2025</i></p> <p>Time: 10 a.m. local time (GMT)</p> <p>The address for submission of Proposals is: https://data.wahooas.org/tenders/tenders/list</p> <p><u>Firms are invited to protect their proposals (technical and financial) separately with a different password, which will be sent to WAHO on request for opening.</u></p>
19.1	The option of opening Technical Proposals "online" is proposed: Yes

	<p>Technical Proposals will be opened at: Teams link to be sent to firms Date: the same as the submission deadline indicated in 17.7. Time: from 11.00 a.m.</p>
<p>19.2</p>	<p>In addition, the following information will be read aloud at the opening of the Technical Proposals</p> <p>Firm name:</p> <p>Presence of a sealed (password-protected) financial proposal.</p>
<p>21.1 <i>[for PTC]</i></p>	<p>Criteria, sub-criteria and points system for the evaluation of Complete Technical Proposals (CTP) :</p> <p style="text-align: right;"><u>Points</u></p> <p>(i) Specific experience of the Consultant relevant to the assignment (audit of ECOWAS projects and institutions): 10 points</p> <p>(ii) Adequacy and quality of the proposed methodology, and work plan corresponding to the terms of reference 40 points</p> <p>WAHO will assess the clarity of the proposed methodology, whether it meets the ToRs, whether the work plan is realistic and achievable, whether the overall composition of the team is balanced and has adequate complementary expertise, and whether the work plan provides for adequate expert input.</p> <p>(iii) Qualifications of Key Personnel and skills for the assignment:</p> <p><i>a) KP-1: One (01) Audit Manager, a qualified Chartered Accountant with at least 10 years' experience in auditing and with a good knowledge of donor-funded projects and having participated in at least two similar assignments (auditing ECOWAS projects and/or institutions). In addition, he/she must be a member of a recognized professional accounting body: 20 points</i></p> <p><i>b) KP-2: One (01) team leader with at least a Master's degree (BAC+5) in auditing/accounting or equivalent and at least 5 years' experience in auditing and having participated in at least two similar assignments. 10 points</i></p> <p><i>c) KP-3: Two (02) assistant auditors, one of whom is fluent in the language of the country being audited and has at least a Master's degree (BAC+5) in auditing/accounting or equivalent, with adequate professional experience and qualifications (with at least five (5) years' experience in an audit firm, including three (03) years in the field of auditing ECOWAS projects and/or institutions. 20 points (10 points per auditor)</i></p> <p style="text-align: right;">Total points for criterion (iii): 50 points</p>

	<p>The number of points to be awarded to each of the above items must be determined considering the following three relevant sub-criteria and weighting factors:</p> <p>a) General qualifications (general education, training, and experience) 20%</p> <p>b) Suitability for the mission: 60</p> <p>c) Local experience and language 20%</p> <p style="text-align: right;">Total weight: 100%</p> <p>Total points for the 3 criteria: 100</p> <p>The minimum technical qualification score (Nt) is: 80 points.</p>
21.1 [for PTS]	N/A
D. Public opening of Financial Proposals	
23.4	<p>The option of opening Financial Proposals "online" is proposed: yes</p> <p>Financial proposals must be password-protected.</p> <p>Yes</p> <p>The online opening procedure is as follows: bidders with a technical score equal to or greater than 80 out of 100 points will be invited to participate in the opening of the financial bids using the access link to the session.</p>
23.5	At the end of the evaluation of the technical proposals, the CA will notify all Consultants of the place, date, and time of the public opening of the financial proposals, with the address (link) for the public opening session.
25.1	For valuation purposes, the CA will exclude: (a) identifiable indirect local taxes, such as sales, excise, VAT, or similar taxes applicable to contract billings, and (b) any additional indirect taxes on remuneration for services provided by non-resident personnel in the CA's country. In the event of Contract award, during Contract negotiations, these tax charges will be discussed and finalized (with reference to, but not limited to, the list) and will be added to the Contract amount on a separate line, also specifying the taxes to be borne by the Consultant and those to be withheld by the CA who will pay them on behalf of the Consultant.
26.1	The currency into which prices expressed in various currencies will be converted is: XOF

	<p>The official source for exchange rates (seller) is: BCEAO</p> <p>The date of the exchange rates is: the date of the opening of the technical proposals.</p>
27.1 (QCBS only)	N/A
E. Contract negotiations and award	
28.1	<p>Scheduled date and address for contract negotiations:</p> <p>Date: May 25, 2025</p> <p>Address: WAHO</p>
32.1	The successful Consultant <i>will not be</i> required to provide the Beneficial Owner Disclosure Form.
34.2	<p>Planned date and place of commencement of Services:</p> <p>Date: July 10, 2025 at Bobo-Dioulasso</p>
35.1	<p>Procedures for submitting a procurement complaint. A Consultant wishing to submit a complaint concerning the award of contracts must submit his complaint in accordance with these procedures, in writing (by the quickest means, i.e. e-mail or fax) to:</p> <p>To the attention of: <i>Team procurement</i></p> <p>Title/position: Procurement Unit</p> <p>Agency: WAHO</p> <p>procurement@diffusion.wahooas.org with copy to afallah@wahooas.org</p> <p>In summary, a complaint concerning the awarding of contracts may relate to:</p> <ol style="list-style-type: none"> 1. The terms of this Request for Proposal; and/or 2. The CA's decision to exclude a Consultant from the procedure before awarding the contract; and/or 3. The contract award decision by the CA.

Section 3. Technical proposal - Standard forms

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

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CHECKLIST OF REQUESTED FORMS

Required for PTC or PTS [*], ()✓		FORM	DESCRIPTION	<i>Maximum number of pages</i>
PTC	PTS			
✓	✓	TECH-1	Technical proposal form	
✓ if applicable		TECH-1 Appendix	If the proposal is submitted by a consortium, attach a letter of intent or a copy of an existing agreement.	
✓ if applicable		Power	No standard form is provided. In the case of a consortium, several powers of attorney are required: a power of attorney for the authorized representative of each partner in the consortium, and a power of attorney for the lead partner's representative authorizing him to represent all partners in the consortium.	
✓		TECH-2	Consultant's organization and experience	
✓		TECH-2A	A. Consultant's organization	
✓		TECH-2B	B. Consultant's experience	
✓		TECH-3	Comments or suggestions on the Terms of Reference and on the counterpart personnel and services to be provided by the CA.	
✓		TECH-3A	A. Terms of reference	
✓		TECH-3B	B. On counterpart staff and costs paid for by the CA	
✓	✓	TECH-4	Description of the approach, methodology and work plan to carry out the Mission	
✓	✓	TECH-5	Schedule and timetable for deliverables	
✓	✓	TECH-6	Team composition, contribution of key personnel and Curriculum Vitae (CV) attached	
✓	✓			

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

TECH-1 FORM
TECHNICAL PROPOSAL SUBMISSION FORM

[Place, Date]

TO: *[Name and address of CA]*

Dear Sir/Madam,

We, the undersigned, have the honor to offer our services for *[Insert title of consulting services]* in accordance with your Request for Proposals dated *[Insert date]* and our Proposal. *[Retain the appropriate text, according to the selection method indicated in the RFP: "We hereby submit our Proposal, which includes this Technical Proposal and a Financial Proposal in a separate sealed envelope" or, if only a Technical Proposal is requested: "We hereby submit our Proposal, which includes this Technical Proposal alone in a sealed envelope"]*.

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

OR

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

We declare that:

- (a) All information and statements contained in the Proposal are true and we accept that any misinterpretation or misrepresentation contained in the said Proposal may lead to our disqualification by the CA and/or sanction by it.
- (b) Our Proposal shall remain valid and binding on us for the duration specified in the Special Data, article 12.1.
- (c) We are not in a situation of conflict of interest, pursuant to article 3 of the IC.
- (d) We meet the eligibility requirements in accordance with Article 6 of the IC and confirm and acknowledge our obligation to comply with ECOWAS practice regarding prohibited practices in accordance with Article 5 of the IC.
- (e) neither our firm, nor our subcontractors, suppliers, or service providers for any part of the contract, are subject to or under the control of any entity or person subject to temporary suspension or exclusion. Furthermore, we are not

ineligible under the legislation or other official regulations of the country of the ECOWAS entity, or pursuant to a decision taken by the United Nations Security Council

- (f) We undertake to prepare and submit our offer (and, if awarded the Contract, to perform the said Contract) in strict compliance with the laws and regulations against fraud and corruption, including illicit payments, in force in the country of the CA].
- (g) Subject to the provisions of article 12.7 of the Specific Data, we undertake to negotiate a Contract based on the key personnel proposed. We acknowledge that the replacement of key personnel for reasons other than those mentioned in articles 12 and 28.4 of the IC may result in the termination of Contract negotiations.
- (h) Our Proposal is binding on us, subject to modifications resulting from Contract negotiations.

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

We acknowledge that the CA is under no obligation to accept any of the Proposals received.

Yours sincerely

Signature of Consultant's authorized representative _____

Full name of signatory _____

Title of signee _____

Name of Consultant (name of company or consortium) _____

As:: _____

Address: _____

Contact information (telephone and e-mail): _____

[For a consortium, all partners must sign or only the lead partner, in which case the power of attorney authorizing the signatory to sign on behalf of all partners must be attached].

TECH-2 FORM
(FOR A COMPLETE TECHNICAL PROPOSAL ONLY)
CONSULTANT'S ORGANIZATION AND EXPERIENCE

TECH-2 form: brief description of the Consultant's organization and summary of the Consultant's experience most relevant to the assignment. In the case of a consortium, information on similar assignments will be provided for each partner. For each assignment carried out, the summary will indicate the names of the key personnel and subcontractors involved, the duration of the assignment, the amount of the contract (total and, if the assignment was carried out by a consortium or a subcontractor, the amount actually paid to the Consultant) and the Consultant's role or contribution to the assignment.

A - Consultant's organization

1. Indicate here a brief description of your company/office and how it is organized, and - in the case of a consortium - of each partner to be involved in this mission.
2. Insert a diagram showing the organization, the list of senior executives and profit-sharing shareholders.

B - Consultant's experience

1. Indicate only similar assignments successfully completed in the last [.....] years.
2. Indicate only those assignments for which the Consultant had a contract as a contractor or partner in a contracting group. Assignments carried out by the Consultant's staff on an individual basis or on behalf of other consultancy firms should not be used as references for the Consultant's experience, or that of partners or subcontractors, but may be claimed by the said staff on an individual basis, in their CVs. The Consultant should be prepared to substantiate the experience claimed, by presenting copies of the relevant documents and references, if requested by the CA.

Duration	Mission statement/& brief description of main deliverables/outputs	Name of CA & country of mission	Approx. contract amount (equivalent in US\$)/ Amount paid to your company	Your company's role in the mission
<i>[e.g. Jan.2009-Apr.2010]</i>	<i>[e.g. "Improving the quality of....." : preparation of a master plan for ;]</i>	<i>[e.g. Ministry of, country]</i>	<i>[e.g. US\$1 mill/US\$0.5 mill].</i>	<i>[e.g. Consortium leader A&B&C].</i>
<i>[e.g. Jan.-May 2008].</i>	<i>[e.g. "Assistance to local authorities....." : preparation of regulations for]</i>	<i>[e.g. Municipality of, country]</i>	<i>[e.g. US\$0.2 mil/US\$0.2 mil].</i>	<i>[e.g. Consultant only].</i>

TECH-3 form
(FOR A COMPLETE TECHNICAL PROPOSAL)

**COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE, COUNTERPART STAFF, AND
SERVICES TO BE PROVIDED BY CA**

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

A - Terms of reference

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

**B - On counterpart personnel requirements
and services to be provided by CA**

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

TECH-4 FORM
(FOR A COMPLETE TECHNICAL PROPOSAL ONLY)

**DESCRIPTION OF THE APPROACH, METHODOLOGY AND WORK PROGRAM IN RESPONSE TO THE
TERMS OF REFERENCE**

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

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

- a) Technical approach and working method
 - b) Work plan
 - c) Organization and Personnel]
-
- a) ***Technical approach and work methodology.*** *[Please explain how you understand the objectives of the assignment, as described in the Terms of Reference (ToR), the technical approach and methodology [Note to CA: add for a civil works supervision contract: including environmental, social (including provisions on sexual exploitation and abuse (SEA) and gender-based violence (GBV)), health and safety (ESHS) aspects] that you would adopt in order to perform the tasks and deliver the requested products/reports, as well as the level of detail of these reports. Do not repeat or copy ToRs].*
 - b) ***Work program.*** *[Please indicate the program for carrying out the main activities or tasks of the assignment, their content and duration, the breakdown into phases and the corresponding constraints, the main milestones (including review/approval by the CA), and provisional reporting dates. The proposed work program must be consistent with the technical approach and method, demonstrating your understanding of the ToR and your ability to translate them into a realistic work program. A list of documents to be produced (including reports) must be provided. The work program must be consistent with the Program of Activities Form].*
 - c) ***Organization and personnel.*** *[Please describe the structure and composition of your team, including a list of key personnel, other staff and administrative personnel assigned to the mission].*

TECH-4 FORM
(FOR A SIMPLIFIED TECHNICAL PROPOSAL ONLY)

**DESCRIPTION OF THE APPROACH, METHODOLOGY AND WORK PROGRAM FOR CARRYING OUT THE
ASSIGNMENT**

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

[Suggested structure for your Technical Proposal].

- a) **Technical approach, working method and organization of the Consultant's team.** *[Please explain how you understand the objectives of the assignment, as described in the Terms of Reference (ToR), the technical approach and methodology [Note to CA: add for a civil works supervision contract : including environmental, social (including provisions on sexual exploitation and abuse (SEA) and gender-based violence (GBV)), health and safety (ESHS) aspects] that you would adopt in order to carry out the tasks and deliver the requested products/reports, as well as the level of detail of these reports, and describe the structure and composition of your team. Do not repeat or copy ToRs].*
- b) **Work program and personnel.** *[Please indicate the program for carrying out the main activities or tasks of the assignment, their content and duration, the breakdown into phases and corresponding constraints, the main milestones (including review/approval by the CA), and provisional reporting dates. The proposed work program must be consistent with the technical approach and method, demonstrating your understanding of the ToR and your ability to translate them into a realistic work program, and the activity program showing the tasks of each expert. A list of documents to be produced (including reports) must be provided. The work program must be consistent with the Program of Activities Form].*
- c) **Comments (on ToR and on counterpart personnel (counterparts) and services to be provided by the CA)** *[Your suggestions should be concise and specific, and reflected in the Proposal. Please also comment, as appropriate, on counterpart staff and services to be provided by the CA. For example, administrative support, office space, local transport, equipment, relevant documents and reports, etc.]*

**TECH-5 FORM
(FOR PTC AND PTS)**

PROGRAM OF ACTIVITIES AND SCHEDULE OF DELIVERABLES

N°	Deliverables ¹ (L-..)	Month											TOTAL	
		1	2	3	4	5	6	7	8	9	n		
D-1	<i>[e.g. Deliverable #1: Report A</i>													
	<i>1) Field data collection</i>													
	<i>2) report writing</i>													
	<i>3) report</i>													
	<i>4) finalization following comments</i>													
	<i>5)</i>													
	<i>6) delivery of final report to CA].</i>													
D-2	<i>[e.g., Deliverable #2:.....]</i>													
n														

- 1 Provide a list of deliverables, detailing the activities leading up to them, as well as other actions, such as approvals to be obtained from the CA. For assignments involving successive stages, indicate the activities, reporting and actions required for each stage separately.
- 2 The duration of the activities will be shown in the form of a bar chart.
- 3 Insert a legend if necessary to understand the diagram.

**TECH-6 FORM
(FOR PTC AND PTS)**



TEAM COMPOSITION, INDIVIDUAL ACTIVITIES AND CONTRIBUTION OF KEY PERSONNEL

N°	Name	Staff contribution (in person/month) for each deliverable (listed in TECH-5)										Total contribution time (in months)		
		Position		D-1	D-2	D-3	D-...				Headquarters	Land	Total
Key personnel														
PC-	[e.g. Mr. Abbbb].	[Mission Manager]	[Headquarters]	[2]	[1.0]	[1.0]								
			[Field]	[0.5]	[2.5]	[0]								
PC-														
PC-														
n														
										Subtotal				
Other staff														

Section 3. Technical Proposal

AP-1			[Headquarters]																						
			[Field]																						
AP-2																									
n																									
												Subtotal													
												Total													

- 1 For key personnel, the contribution must be indicated for each position as identified in specific data IC21.1.
- 2 Months are counted from the start of the assignment or mobilization. One (1) month is equivalent to twenty-two (22) days worked (billable). A day worked (billable) may not be less than eight (8) hours worked (billable).
- 3 "Headquarters" refers to work carried out at the office in the expert's country of residence. "Field" refers to work carried out in the country of the CA or another country different from the expert's country of residence.

 Full-time contribution
 Part-time contribution

**FORM TECH-6
(CONTINUED)**

CURRICULUM VITAE (CV)

Job title and No.	<i>[e.g. PC 1 - Team leader].</i>
Name of expert	<i>[Insert full name].</i>
Date of birth :	<i>[day/month/year]</i>
Nationality/Country of residence	

Education: *[Summarize university and other specialized studies, giving name of school or university, years of study and degrees obtained].*

Work experience relevant to the assignment: *[List jobs held since graduation, in reverse chronological order, starting with the current position; for each, indicate dates, employer, job title and place of work; for jobs held within the last ten years, specify the type of work performed and provide the names of CAs as references, if applicable. Jobs held that are not relevant to the assignment may be omitted. Jobs held that are unrelated to the mission may be omitted].*

Period	Name of employer, job title/position held. Contact information for references	Country	Summary of activities carried out in connection with this assignment
<i>[e.g. May 2011-present].</i>	<i>[e.g. Ministry of, advisor/consultant for... For references: Tel...../e-mail..... Mr. Bbbbbb, Director]</i>		

Membership of professional associations and publications _____

Languages spoken (indicate only those languages in which you can work) _____

Skills/qualifications for the assignment:

Specific tasks to be carried out by the Consultant's team of experts	Reference to previous work or assignments illustrating the expert's ability to carry out the tasks assigned to him/her
<i>[List of deliverables/tasks in reference to TECH- 5 in which the expert will be involved].</i>	

Contact information for the expert

(e-mail _____ telephone _____)

Certification:

I, the undersigned, certify that the present CV correctly describes me, my qualifications and my professional experience; I undertake to be available to carry out the assignment when required, should the contract be awarded. Any misrepresentation or incorrect provision of information in this CV may result in my disqualification or dismissal by the CA, and/or sanctions by the CA.

[day/month/year]

Name of expert

Signature

Date

[day/month/year]

Name of Consultant 's authorized representative Signature
(the same person who signed
of the Proposal)

Date

Section 4. Financial proposal - Standard forms

[The Notes to the Consultant in square brackets [] are intended to guide the Consultant in preparing the Financial Proposal and should not be included in the Financial Proposal submitted to the CA].

The standard Financial Proposal forms should be used to prepare the Financial Proposal, following the instructions in Section 2.

- FIN-1 Financial Proposal Form
- FIN-2 Awards summary
- FIN-3 Sub-detail of remuneration including Appendix A "Financial Negotiations - Breakdown of remuneration rates" in the case of the QCS method
- FIN-4 Other Expenses (reimbursable)

FORM FIN-1
FINANCIAL PROPOSAL FORM

[Place, Date]

À : *[Name and address of CA]*

Dear Sir/Madam,

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

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

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

Commissions and fees paid or to be paid by us to agents in connection with this Application and the performance of the Contract, if awarded to us, are set out below:

Name and address of agents/others	Amount and currency	Purpose of commission or bonus
_____	_____	_____
_____	-	-
_____	-	-
_____	-	-

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

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

Signature of Consultant's authorized representative _____

Full name of signatory _____

Title of signee _____

Name of Consultant (name of company or consortium) _____

Able to : _____

Address: _____

Contact information (telephone and e-mail) : _____

[For a consortium, all partners must sign or only the lead partner will sign, in which case the power of attorney authorizing the signatory to sign on behalf of all partners must be attached].

FIN-2 PRICE SUMMARY FORM

Item	Price			
	<i>[The Consultant shall indicate the price offered in accordance with Article 16.4 of the Data Sheet; delete any unused column].</i>			
	<i>[Insert foreign currency # 1]</i>	<i>[Insert foreign currency # 2, if used]</i>	<i>[Insert foreign currency # 3, if used]</i>	<i>[Insert national currency, if used and/or required (16.4 Particulars)]</i>
Financial proposal price including				
(1) Compensation				
(2) Other costs [Repayable]				
<u>Total price of financial proposal :</u> <i>[should reflect the amount on Form FIN-1].</i>				
Estimated indirect taxes in the CA's country - to be examined and finalized during Contract negotiations (if awarded)				
(i) <i>[insert type of tax, e.g. VAT or transaction tax].</i>				
(ii) <i>[e.g. Income tax for non-resident experts]</i>				
(iii) <i>[insert type of tax]</i>				
<u>Total estimated indirect taxes in CA country :</u>				

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

	Total costs							

Appendix A - Financial negotiations - Breakdown of remuneration rates

1. Review of pay rates

- 1.1 Employee remuneration includes salaries, social security charges, overheads, profit margin, and any bonuses or allowances paid for assignments away from headquarters or home offices. A form showing the breakdown of remuneration components is enclosed.
- 1.2 In the event that the RFP requests the submission of a technical proposal only, the form is used by the Consultant to prepare for contract negotiations. If the RFP also requests a financial proposal, the form must be completed and attached to Form FIN-3. The forms agreed during negotiations, indicating the agreed breakdown, form part of the negotiated contract and must be included in Appendix D or C.
- 1.3 During negotiations, the Consultant must be prepared to disclose audited financial statements for the past three years, to justify his rates, and to accept that the rates he proposes, as well as other financial aspects, will be subject to scrutiny. The CA, as trustee of public funds, must spend them prudently.
- 1.4 Details of rates are given below.
 - (i) salary is the regular gross salary paid to an employee at the Consultant's headquarters. It does not include any field assignment or other bonuses (unless these are included by law or official regulation).
 - (ii) Premiums In principle, bonuses are paid out of profits. As the CA does not wish to make double payments, staff bonuses are not part of the "salary" and must be shown separately. If the Consultant's accounts are such that the percentage of social security charges and overheads is based on total revenue, including bonuses, these percentages should be adjusted downwards proportionally. If national legislation stipulates the payment of a thirteenth month's salary, there is no need to adjust the profit element downwards. Any discussion of bonuses should be based on audited accounting documents, which are considered confidential.
 - (iii) Social security charges are the expenses incurred by the Consultant for non-monetary benefits granted to its employees and include, *inter alia*: pension, health and life insurance contributions, as well as annual leave and sick leave payable by the Consultant. In this respect, the cost of statutory holiday leave is not an acceptable social security charge, nor is the cost of leave taken during an assignment if no replacement staff is provided.
 - (iv) Cost of leave. The rules for calculating the cost of the total number of days of annual leave as a percentage of base salary are normally as follows:

Cost of leave as a percentage of

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

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

- (v) Overheads are the Consultant's operating expenses which are not directly related to the performance of the assignment and are not reimbursed as a separate cost item

under the Contract. These typically include head office expenses (non-billable staff time, staff time for project administration, rent, support staff, research costs, staff training, commercial costs, etc.), the cost of staff not currently assigned to income-generating activities, corporate taxes and corporate promotion expenses. During negotiations, audited financial statements, certified by an independent auditor and substantiating overheads for the past three years, must be available for review, along with detailed lists of the components of these overheads and the percentage of base salary each represents. The CA does not accept to pay an additional margin for social charges, overheads, and other costs related to personnel who are not permanently employed by the Consultant. In this case, the Consultant may only claim payment of administrative expenses and commissions on the sums he invoices monthly for subcontracted personnel.

- (vi) The profit margin is normally calculated on the sum of salaries, social security charges and overheads. If any periodic bonuses are indicated, there will normally be a corresponding reduction in the profit element. Travel and other reimbursable expenses cannot be included in the profit calculation.
- (vii) Allowance, field assignment bonus or subsistence allowance: Some consultants pay expatriation allowances to their staff assigned away from headquarters or home office. These allowances are calculated as a percentage of salary and may not give rise to overheads or profit. If the applicable legislation imposes social security charges, the corresponding amount is shown under social security charges, with the net amount of the allowance shown separately.

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

Standard Form

Consultant :
Mission :

Country :
Date :

Statement of Consultant's Costs and Expenses

We hereby confirm that :

- (a) the basic fees shown in the attached table are taken from the company's pay slips and reflect the current rates of the experts listed. These rates have not undergone any increase other than the normal annual increase in accordance with the policy applied by the company to its staff;
- (b) certified copies of the last pay slips of the experts listed are attached;
- (c) the expenses for missions outside head office indicated below are those that the company has agreed to pay for this mission to the experts listed;
- (c) the weights listed in the attached table for social charges and overheads are based on the average cost over the last three years as represented by the company's financial statements, and
- (d) these weights for social charges and overheads do not include bonuses or any other type of remuneration.

[Name of Consultant]

(Signature of authorized representative)

Date

Name : _____

Title : _____

**Statement of 's Costs and Expenses
(Standard Form I)**

(denominated in [indicate currency*])

Staff		1	2	3	4	5	6	7	8
Name	Position	Base salary per month/day/working hour	Social security charges ¹	Overheads ₁	Subtotal	Profit margin ⁽²⁾	Out-of-office mission allowances ₁	Proposed fixed rate per month/day/business hour	Proposed fixed rate per month/day/working hour ¹
Office									
CA country									

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

1. Expressed as a percentage of (1)
2. Expressed as a percentage of (4)

FORM FIN-4 BREAKDOWN OF OTHER [REIMBURSABLE] EXPENSES

When used for a lump sum contract, the information provided will be used to indicate the basis of calculation of the contract price, the calculation of taxes and duties during contract negotiation and, if applicable, to establish the price to be paid to the Consultant for additional services at the request of the CA. This form will not be used to make payments for the lump-sum contract.

B. [Redeemable] _____								
N°	Type of expenditure Reimbursable	Unit	Unit cost	Quantity	[Currency # 1- cf. FIN-2]	[Currency # 2- cf. FIN-2]	[Currency # 3- cf. FIN-2]	[National currency - see FIN-2]
	<i>[ex Per diem **]</i>	<i>[Day]</i>						
	<i>[ex international travel].</i>	<i>[Ticket]</i>						
	<i>[ex transport to/from airport]</i>	<i>[Travel]</i>						
	<i>[e.g. Communication cost between [Insert location] and [Insert location]].</i>							
	<i>[ex reprography of reports].</i>							
	<i>[former office rental]</i>							
							
	<i>[HQ staff training - if provided for in the ToR].</i>							
Total cost								

Key: The "per diem" is paid for each night that personnel must spend away from their usual place of residence for the purposes of the Contract. The CA may impose a maximum amount.

Section 5. Eligibility

The sacrosanct principle of ECOWAS procurement is universal eligibility. However, for procurements for which the thresholds are defined as being between: UA 30,001 and UA 200,000 at the level of the Commission and other institutions, and UA 25,001 and UA 100,000 at the level of Agencies and field offices, only consultants from ECOWAS member countries are authorized to participate in the call for tenders. Firms from other regions may only take part if they join forces with those from ECOWAS member countries.

Section 6: Fraud and Corruption

ECOWAS applies the strictest rules in terms of integrity and fraud, as set out in the Procurement Code, in particular articles 117 and 118.



Section 7. Terms of reference

TERMS OF REFERENCE ("ToR")

Terms of reference for annual audit of the project account "Investing in youth engagement and family planning for adolescent sexual and reproductive health in the ECOWAS region (AIFP)".

1. BACKGROUND

On November 17, 2017, the BMGF approved a cooperation agreement: "Youth Engagement and Family Planning Investment Project for Adolescent Sexual and Reproductive Health in the ECOWAS Region (AIFP) (Cooperation Agreement No. OPP1183132) with an estimated total cost of 4,500,000 USD. This amount was to be financed by BMGF for a three-year period ending December 31, 2020. However, before the end of the Project period, WAHO was granted a no-cost four-year extension ending December 31, 2024. This was necessary to enable WAHO to carry out the remaining critical activities under the Project. The aim of the project is "to improve SRH-friendly environments in the 9 ECOWAS countries for adolescents and young people aged 10 to 24, based on comprehensive youth engagement. More specifically, the aim is to (i) strengthen the capacity of ECOWAS member states to develop and sexual and reproductive health and rights policies and strategies, and (ii) support the of existing national family planning strategies. These are the plans drawn up by national reproductive health and family planning programs and approved by the Ouagadougou Partnership and FP2020.

To achieve these objectives, the project has four components:

Component 1 - *Support for the AFDIDEMSAN fund for ECOWAS countries*

STRENGTHENING THE CAPACITY OF CSOs AND RESEARCH INSTITUTIONS IN ECOWAS COUNTRIES TO INVOLVE YOUNG PEOPLE AND PROVIDE QUALITY, COMPREHENSIVE SEXUAL AND REPRODUCTIVE HEALTH INFORMATION, RESEARCH AND SERVICES TO ADOLESCENTS AND YOUNG PEOPLE.

Component 2 - *Support for capacity building in ECOWAS countries* **Capacity building for CSOs and ministries in ECOWAS countries to meet their FP2020 commitments, with a particular focus on commodity security.**

Section 3 - *Political advocacy*

BUILDING THE CAPACITY OF PARLIAMENTARIANS AND OTHER NATIONAL/REGIONAL DECISION-MAKERS IN ECOWAS COUNTRIES TO PROMOTE MEANINGFUL ENGAGEMENT OF YOUNG PEOPLE IN POLICY ADVOCACY AND TO SECURE FUNDING AND SUPPORT FOR ADOLESCENT AND YOUTH SEXUAL AND REPRODUCTIVE HEALTH INFORMATION AND SERVICES.

Component 4 *WAHO management support, including AFD and KfW initiatives*

**STRENGTHENING THE OPERATIONAL, MANAGEMENT, LEADERSHIP, FINANCIAL AND
COMMITMENT CAPACITIES OF WAHO PARTNERS TO QUALITY SRH SUPPORT TO
ECOWAS MEMBER COUNTRIES.**

WAHO is seeking the services of a reputable auditing firm to submit technical and financial proposals in accordance with the terms of reference contained herein. The audit contract will be for a period of 02 years and 06 months, covering one audit assignment for fiscal year 2023, the second for fiscal year 2024, and the third for the 1st half of 2025. Each audit assignment must be completed by June 30 following the close of each year. WAHO's financial year runs from January 1 to December 31.

2. AUDIT OBJECTIVE

The overall objective of the audit exercise is to provide WAHO and its funder with assurance that the resources allocated to the project are being properly used. WAHO is seeking an audit firm to express an independent professional opinion on the financial position of the AIFP Project at the end of December 31, 2023; December 31, 2024 and June 30, 2025.

The project's accounting records serve as the basis for the preparation of the project's financial statements by the Project Implementation Unit (PIU) and are established to reflect the financial transactions relating to the project. The PIU maintains adequate internal controls and supporting documentation for transactions.

More specifically, audit aims to :

- a. Ensure that the funds granted for the AIFP project have been used for the intended purpose;
- b. Ensure that the project's accounting records are up to date and comply with international accounting standards;
- c. Review work plans, progress reports, project resources, project budgets, project expenditures, project execution, recruitment, operational and financial close of project (if applicable) and disposal or transfer of assets, if applicable.

3. RESPONSIBILITY FOR PREPARING THE FINANCIAL STATEMENTS (FS)

3.1. Project Unit (PIU) responsible for preparing the project's SFs. The PIU is also responsible for :

- (a) Selection and application of accounting policies. The IPU will prepare the project's SFs in accordance with applicable accounting standards, preferably the International Public Sector Accounting Standards (IPSAS), or related standards that conform IPSAS in all material respects; and CALL FOR TENDERS AUDIT BMGF PROJECT_spm.docx

(b) Implement accounting, administrative and financial procedures documented in manuals.

3.2. The auditors responsible for expressing an opinion on the project's SFs based on their audit carried out in accordance with the International Standards on Auditing (ISA) issued by the International Federation of Accountants (IFAC) or the International Standards of Supreme Institutions of Auditor (ISSAI) issued by INTOSAI. In accordance with these standards, the auditors will request a letter of engagement/confirmation from the PIU, committing the PIU management to prepare project SFs and maintain appropriate internal control systems and acceptable documentation for all financial transactions.

4. TASKS TO BE CARRIED OUT BY THE COMPANY

4.1 The audit must be carried out in accordance with the relevant auditing standards, and will include such tests and controls as the auditor may deem necessary. When carrying out the audit, particular attention should be paid to the following points:

- a) All funds provided by BMGF have been used in accordance with the conditions specified in the legal agreements, with regard to economy and efficiency, and solely for the purposes for which funding is granted.
- b) Appropriate vouchers, records and books of account relating to all project activities have been kept. Clear links must exist between the books of account and the financial statements submitted to the bank.
- c) The project's financial statements are consistent with the accounting records kept in accordance with agreed accounting procedures and comply with applicable accounting standards.
- d) The goods, works and services financed have been acquired in accordance with the agreement entered into with the lender and in compliance with the applicable rules and procedures, and have been properly accounted for;
- e) The financial statements have been prepared by project management in accordance with the applicable accounting standards referred to above (ref. section 3 above) and give a true and fair view of the financial position of the project at year-end and of its revenues and expenses for the period then ended.
- f) Comprehensive assessment of the adequacy and effectiveness of the overall accounting and internal control system to monitor expenditures and other financial transactions and to ensure the security of project-financed assets and that they are used for their intended purpose;
- g) the project's fixed assets are real and properly valued, and the project's property rights or the rights of the related beneficiaries are established in accordance with the agreed terms ;

-
- h) Ineligible expenses identified during the audit will be subject of a separate paragraph in the audit report and, if material, should be reflected in the audit opinion.

4.2 In accordance with International Standards Auditing, auditors should pay particular attention to the following points:

- a. **Fraud and Corruption:** In accordance with ISA 240 (The Auditor's Responsibilities Relating to Fraud in an Audit of Financial Statements), auditors must identify and assess fraud-related risks, obtain or provide sufficient evidence of analysis of those risks, and properly evaluate identified or suspected risks;
- b. **Laws and regulations :** In preparing the audit approach and performing audit procedures, the auditors evaluate the PIU's compliance with the provisions of laws and regulations that may have a significant effect on the project's SFs, as required by ISA 250 (Considerations Relating to Laws and Regulations in an Audit of Financial Statements);
- c. **Governance:** Communicate with the IPU management responsible for Governance regarding significant audit matters related to Governance in accordance with ISA 260: (Communication with those responsible for Governance); and
- d. **Risks:** In order to reduce audit risks to a relatively low level, the auditors will apply appropriate audit procedures and deal with any misstatements/risks identified during their assessment. This is in accordance with ISA 330 (The Auditor's Response to Assessed Risks).

5. FINANCIAL STATEMENTS

5.1 The auditors will ensure that the project's SFs are prepared in accordance with the above standards (see section 3 above) and give a true and fair view of the project's financial position at the end of the financial year and of its income and expenditure for the year then ended.

5.2 Project financial statements prepared by project management must include:

5.2.1 Non-revenue-generating eaming projects

Statement of income (funds received, counterpart funding and, where applicable, co-funder funding) and expenditure (expenditure incurred for current year and accumulated to date) showing separately BMGF funding, counterpart funding and co-funder funding, where applicable, and cash balances ;

- a) Special account statement ;

- b) Expense statements
 - c) Notes to the financial statements describing the applicable accounting principles and a detailed analysis of the main accounts.
- 5.2.2 Revenue earning projects
- a) Balance sheet showing accumulated project funds, bank balances and other project assets and liabilities at the close of each fiscal year;
 - b) income statement (or operating statement, or income and expenditure statement, or profit and loss statement) ;
 - c) the statement of cash flows, which must show cash flows for each fiscal year;
 - d) Special account statement ;
 - e) statement of expenditure; and
 - f) Notes to the financial statements describing the applicable accounting principles and a detailed analysis of the main accounts.
- 5.3 As an appendix to the above-mentioned financial statements, the audit report must include :
- a) A reconciliation between the amount indicated as "received from donor" and the amount indicated as having been disbursed by the donor. The reconciliation must indicate the method of disbursement, i.e. special account, direct payment or guarantee of repayment, and the terms of repayment with those recommended in the appraisal report and disbursement letter; and
 - b) A complete list of all fixed assets purchased, with dates, values and asset status.

6. STATEMENT OF EXPENSES

As part of audit of the project's SFs, the auditors must :

- a) Check all statements of expenditure (SOE) used as a basis for the submission of withdrawal requests to the donor by the project;
- b) Determine the eligibility of expenses in accordance with the donor agreement and the appraisal report. When non-eligible expenses are identified as having been included in withdrawal requests and reconstituted, they must be noted separately by the auditors; and
- c) Attach to the project's SF an appendix listing withdrawal requests submitted on the basis of public companies, with their reference number and the amount involved.

7. SPECIAL ACCOUNT

7.1 Alongside the audit of the project's SFs, the auditors are also required to examine the activities of the special account associated with the project. Auditors must

examine :

- a) eligibility and accuracy of financial transactions during the period review and balance of the account at the end of this period;
 - b) Operation and use of the special account in accordance with the grant agreement or disbursement letter; and
 - c) Adequacy of internal controls for this type of disbursement mechanism.
-

7.2 The special account generally includes :

- a) Initial deposit and subsequent replenishments received from the donor ;
- b) Withdrawals related to project expenditure ;
- c) interest that can be charged on the account balance ;
- d) The balance remaining at the end of the period.

8. REPORT

8.1 The audit report will include (i) the auditors' opinion on the project financial statements and (ii) a complete set of project financial statements and other relevant financial statements, as mentioned in section 5.2 above.

8.2 Ineligible expenses will be disclosed in an appendix to the audit report.

9. MANAGEMENT LETTER

9.1 In Add to audit report, Accounts will prepare a "management letter "in which they undertake to :

- a) Provide comments and observations on the accounting records, procedures, systems and controls examined during the audit;
- b) gaps and specific areas of weakness in systems and controls and make recommendations for improvement;
- c) Report on the degree of compliance with each of the financial clauses of the grant agreement and comment, where appropriate, internal and external issues affecting compliance;
- d) Progress report implementation of recommendations relating to audit reports from previous periods ;
- e) communicate issues that have come to their attention during the audit that could have a significant impact on the implementation and sustainability of the project;
- f) Bring to the attention of the recipient any other matter that the auditors consider relevant.

9.2 Ideally, the management letter will include PilJ's comments on the weaknesses identified by the auditors.

10. GENERAL INFORMATION

- 10.1** The audit report, including the financial statements, the management letter, including the IPU's responses, must be received by the donor within six (6) months of the end of the year under review.
- 10.2** Auditors should have access to all legal documents, correspondence and any other project-related information they deem necessary. Confirmation of the amounts paid by the donor should also be obtained. The project manager can help you obtain these confirmations.

11. AUDITOR EXPERIENCE AND QUALIFICATIONS

11.1 The auditing firm must be registered and licensed by a national or regional professional accountancy body. The firm must have relevant experience in the accounting and auditing of development projects, particularly donor-funded operations.

11.2 The key audit will include at least :

- (a) An audit manager with at least 10 years' experience in auditing and a good knowledge of donor-funded projects. In addition, he/she must be a member of a recognized professional accounting body;
- (b) A team leader with at least a master's degree in auditing/accounting or equivalent and at least 5 years' experience in auditing;
- (c) An assistant auditor with appropriate experience and professional qualifications.

12. AUDIT DURATION

The audit will be carried out in Bobo-Dioulasso, Burkina Faso, at WAHO headquarters, and will enable the BMGF project account to be deciphered. The duration of each audit should not exceed one (1) month. A detailed provisional timetable is proposed in the audit firm's technical proposal.

13. FINANCING

The audit will be financed from the 2025 budget of the WAHO IYFP Project funded by BMGF under line W40002304002 and in accordance with ECOWAS procedures.

PART II - STANDARD CONTRACTS

Section 8. Contract conditions and forms

STANDARD CONTRACT

Consultants Services

Flat-rate remuneration

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Foreword

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

CONSULTANT CONTRACT FOR SERVICES

Fixed-price contract

Contract No _____

Enter

____ **L'Organisation Ouest Africaine de la Santé** sis 175, Avenue OUEZZIN Coulibaly 01 BP :
153 Bobo - Dioulasso 01 BURKINA FASO - Tél. +226 20 97 57 75, représentée par son
Directeur Général, Dr Melchior Athanase Joël C. AÏSSI

And

[Name of Consultant]

Date : _____

I. Contract Template

FLAT-RATE REMUNERATION

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

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

[Note: If the Consultant is made up of several entities, the above text should be modified in part as follows: "... (hereinafter referred to as the "CA") and, on the other hand, a consortium consisting of the following entities, each of which shall be jointly and severally liable to the CA for the performance of all contractual obligations, namely [name of member] and [name of member] (hereinafter referred to as the "Consultant")."]

WHEREAS

- (a) The CA has requested the Consultant to provide certain services defined in the General Conditions attached to the Contract (hereinafter referred to as the "Services");
- (b) the Consultant, having demonstrated to the CA that it has the required professional capacity, expertise and technical resources, has agreed to perform the Services in accordance with the terms and conditions set forth in the Contract;
1. (c) The *[insert name of Contracting Authority]* has obtained an allocation from the *(investment/operating/item) budget for year xxx to finance the acquisition of various supplies, works or services other than consultancy (specify).*

NOW THEREFORE, the Parties have agreed as follows:

1. The following documents attached hereto shall be deemed an integral part of this Agreement:
 - (a) the General Conditions of Contract, including Appendix 1 (- Fraud and Corruption)
 - (b) the Special Conditions of Contract
 - (c) Appendices:
 - Appendix A: Terms of reference
 - Appendix B: Key personnel
 - Appendix C: Contract Price Breakdown
 - Appendix D: Bank guarantee forms for advance repayment

In the event of any discrepancy between the above documents, the following order of priority shall prevail for their interpretation: the Special Conditions of Contract, the General Conditions of Contract, including Appendix A, Appendix B, Appendix C, Appendix D. Any reference to the said Contract shall be construed as including, where the context permits, reference to the Appendices.

2. The mutual rights and obligations of the CA and the Consultant shall be as set forth in the Contract; in particular:
 - (a) the Consultant shall provide the Services in accordance with the terms of the Contract; and
 - (b) the CA shall make payments to the Consultant in accordance with the provisions of the Contract.

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

For and on behalf of *[the CA*

[Authorized representative - name, title and signature].

For and on behalf of *[the Consultant or consortium].*

[Authorized representative - name and signature]

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

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

[Name of Lead Partner]

[Authorized representative on behalf of group partners].

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

II. General Terms and Conditions of Contract

A. GENERAL PROVISIONS

1. Definitions

- 1.1 Unless the context otherwise requires, whenever used in the Agreement, the following terms shall have the following meanings:
- (a) "Applicable Law" means the laws and other texts having the force of law in the country of the ECOWAS entity where applicable, in the **Special Conditions of Contract (SCC)**, as and when they are published and come into force.
 - (b) "Applicable Regulations" means the procurement rules applicable to ECOWAS institutions, offices and agencies;
 - (c) "Contracting Authority (CA)" means the executing agency with which the selected Consultant signs the Contract for Services.
 - (d) "Consultant" means the legal person or entity which may provide or is providing the Services to the CA under the Contract.
 - (e) "Contract" means the contract signed by the CA and the Consultant and all the appended documents listed in Clause 1, namely the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC) and the Appendices.
 - (f) "Day" means a calendar day, unless otherwise specified.
 - (g) "Effective Date" means the date on which the Contract will come into force, in accordance with Clause 11 of the GSC.
 - (h) "Experts" means collectively key personnel, and other personnel of the Consultant, subcontractors or consortium partners, assigned by the Consultant to perform the Services or any part thereof under the Contract.
 - (i) "Foreign currency": any currency other than that of the country of the CA;
 - (j) "GCC" means General Conditions of Contract.
 - (k) "Government": the Government of the country of the CA.
 - (l) "Consortium" means an association of two or more Consultants with or without a legal personality distinct from that of the partners constituting it, in which one of the partners has the authority to conduct

business in the name and on behalf of all the partners of the grouping, and whose partners are jointly and severally liable to the CA for the performance of the Contract.

- (m) "Key Personnel" means an expert provided by the Consultant, whose professional qualifications, know-how, knowledge and experience are essential to the performance of the Services under the Contract, and whose CV has been taken into account for the technical evaluation of the Consultant's Proposal.
- (n) "National currency": the currency of ECOWAS member countries.
- (o) "Other Personnel" means personnel provided by the Consultant or a subcontractor, assigned to perform the Services of part of the Services under the Contract.
- (p) "Party" means the CA or Consultant, as applicable; and, "Parties" means the CA and Consultant.
- (q) "CPC": Special Contract Conditions, which modify or supplement the GSC.
- (r) "Services": means the services to be performed by the Consultant under the Contract, described in Schedule A attached hereto.
- (s) "Sub-Contractor" means any person or entity with whom the Consultant enters into an agreement to subcontract part of the Services, the Consultant retaining full responsibility for the performance of the Contract.
- (t) "Third Party" means any person or entity other than the CA, the Consultant or his Subcontractors.

2. Relationship between the Parties

- 2.1 Nothing contained in the Contract shall be construed as creating a principal-agent relationship or establishing an employee-employer relationship of subordination between the CA and the Consultant. Under the Contract, the Consultant shall be fully responsible for the Personnel performing the Services and his Subcontractors, if any, and for the Services performed by them or on their behalf.

3. Law applicable to the Contract

- 3.1. The Contract, its meaning, its interpretation, and the relations established between the Parties shall be governed by the applicable Law.

- 4. Language** 4.1. The Contract has been drawn up in the language indicated in the **CPC**, which shall be the authoritative language for all questions relating to the meaning or interpretation of the Contract.
- 5. Securities** 5.1. The titles shall not limit, modify, or affect in any way the meaning of the Contract.
- 6. Notifications** 6.1. Any notice required or permitted under the Contract shall be in writing, in the language specified in Clause 4. Any such notice, request or approval shall be deemed to have been given when delivered in person to an authorized representative of the Party to whom such communication is addressed, or when sent to such Party at the address specified in the **CPCs**.
- 6.2. A Party may change its address for notice purposes by giving the other Party written notice sent to the address indicated in the **CPCs**.
- 7. Locations** 7.1. The Services shall be performed at the locations specified in the attached **Appendix A** and, where the location of a particular task is not specified, at locations to be approved by the CA.
- 8. Authority of the Lead Partner** 8.1. If the Consultant is constituted by a consortium of more than one entity, the partners hereby authorize the Lead Entity indicated in the **CPCs** to exercise on their behalf all rights, and fulfil all obligations to the CA under the Contract and to receive, in particular, instructions and payments made by the CA.
- 9. Authorized representatives** 9.1. Any action which may or shall be taken, and any document which may or shall be drawn up under the Contract by the CA or by the Consultant, may be taken by the representatives designated in the **CPCs**.
- 10. Fraud and corruption** 10.1. ECOWAS requires all internal and external players to abide by the rules of ethics and professional conduct defined in the Procurement Code, in particular articles 117 and 118.
- a. Commissions and fees** 10.2. ECOWAS requires that the Consultant inform ECOWAS of any commissions and fees paid or to be paid to agents in connection with the Proposal and execution of the Contract. As a minimum, the Consultant must indicate the name and address of the agent or other beneficiary, the amount and currency of payment and the reason for such payment. Should the Consultant fail to provide the required information on commissions and fees, the CA shall have the right to terminate the Contract.

B. COMMENCEMENT, COMPLETION, AMENDMENT AND TERMINATION OF THE CONTRACT

- 11. Entry into force of the Contract** 11.1 The Contract shall become effective on the date ("Effective Date") of the CA's notification to the Consultant to commence providing the Services. Such notification shall confirm that the conditions for entry into force of the Contract, if any, listed in the **CPC** have been fulfilled.
- 12. Termination of the Contract for failure to enter into force** 12.1 If the Contract has not come into force within the period specified in the **CPCs** from the date of sign-off of the Contract by the Parties, either Party may, by giving at least twenty-two (22) days' prior written notice to the other Party, declare the Contract null and void, in which case no Party may raise any claim against the other Party arising from the Contract.
- 13. Commencement of Services** 13.1 The Consultant shall confirm the availability of Key Personnel and commence performance of the Services within the period following the Effective Date specified in the **CPCs**.
- 14. Completion of the Contract** 14.1 Unless previously terminated in accordance with the provisions of GCC 19 below, the Contract shall terminate within the period following the Effective Date specified in the **CPC**.
- 15. Contract as a whole** 15.1 The Contract contains all the clauses and provisions agreed between the Parties. No agent or representative of the Parties has the authority to bind the Parties by any representation, promise, undertaking or agreement not contained in the Contract.
- 16. Endorsements** 16.1 No amendment to the terms and conditions of the Contract, including modifications to the scope of the Services, shall be made without written agreement between the Parties. However, each Party shall give due consideration to any proposed modification or change submitted by the other Party.
- 16.2 The prior written consent of all parties is required for any modification or variation of any significance.
- 17. Force Majeure**
- a. Definition** 17.1 For the purposes of the Contract, the term "force majeure" means any event beyond the control of a Party, which is not foreseeable, which is unavoidable and which makes it impossible for a Party to perform its obligations, or which makes such performance so difficult that it may be considered impossible in such circumstances; force majeure events include, but are not limited to: war, riot, civil commotion, earthquake, fire, explosion, storm, flood or other natural

disaster, strike or other industrial action, confiscation, or fait du prince.

- 17.2 The following do not constitute cases of force majeure: (i) events resulting from the negligence or deliberate action of one of the Parties or one of its Subcontractors, agents or employees, (ii) events which a Party acting with diligence would have been likely to take into consideration at the time of entering into the Contract and to avoid or overcome in the performance of its contractual obligations.
- 17.3 Insufficient funds and non-payment do not constitute force majeure.
- b. No breach of contract**
- 17.4 The failure of either Party to perform any of its contractual obligations shall not constitute a breach of Contract, or a breach of its contractual obligations, if such failure results from an event of force majeure, insofar as the Party placed in such a situation has taken all reasonable precautions and measures to enable it to fulfil the terms and conditions of the Contract.
- c. Measures to be taken**
- 17.5 The Party affected by an event of Force Majeure shall continue to perform, to the fullest extent possible, its obligations under this Agreement and shall take all reasonable steps to minimize the consequences of Force Majeure.
- 17.6 The Party affected by a case of force majeure must notify the other Party as soon as possible and, in any event, no later than fourteen (14) days after the occurrence of the event, provide proof of the existence and cause of this event, and in the same way notify the other Party as soon as possible of the return to normal conditions.
- 17.7 Any period granted to a Party for the performance of its contractual obligations shall be extended by a period equal to the period during which that Party has been unable to perform its obligations because of force majeure.
- 17.8 During the period in which the Consultant is unable to perform the Services as a result of Force Majeure, the Consultant shall, upon instructions from the CA
- (a) cease operations and demobilize, in which case it will be reimbursed for reasonable and necessary costs incurred and those associated with the resumption of Services if requested to do so by the CA, or

(b) continue the performance of the Services to the fullest extent possible, in which case the Consultant shall continue to be remunerated in accordance with the terms of the Contract and shall be reimbursed to a reasonable extent for any necessary additional expenses incurred.

17.9 In the event of disagreement between the Parties as to the existence or severity of a case of force majeure, the dispute will be settled in accordance with the provisions of clauses 44 and 45 of the GCC.

18. Suspension

18.1 The CA shall have the right to suspend payments to the Consultant by sending a suspension notification letter if the Consultant fails to perform his/her contractual obligations, including the provision of the Services. Such suspension notification letter shall (i) specify the nature of the default and (ii) request the Consultant to explain the reason for the default and to seek to remedy the same within a period not exceeding thirty (30) days after the Consultant's receipt of the suspension notification.

19. Termination

19.1 The Contract may be terminated by either party under the following conditions

a. By CA

19.1.1. The CA shall have the right to terminate the Contract following any of the events specified in paragraphs (a) to (f) of this Clause. In such event, the CA shall give at least thirty (30) days' written notice to the Consultant in the case of events under (a) to (d), sixty (60) days' notice in the case of events under (e) and five (5) days' notice in the case of events under (f):

- (a) if the Consultant fails to remedy a breach of his/her contractual obligations, following notice of suspension in accordance with the provisions of Clause 18 above
- (b) if the Consultant (or, if the Consultant is made up of several legal entities, one of the partners) becomes bankrupt or goes into receivership, or liquidation, whether voluntarily or involuntarily;
- (c) if the Consultant fails to comply with the final decision reached following arbitration proceedings initiated in accordance with the provisions of Clause 45.1 below;

- (d) if, as a result of force majeure, the Consultant is unable to perform a substantial part of the Services for a period exceeding sixty (60) days;
- (e) if the CA, on his own initiative and for any reason whatsoever, decides to terminate the Contract;
- (f) if the Consultant fails to confirm the availability of key personnel as required in Clause 13 above.

19.1.2. In addition, if the CA establishes that the Consultant has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in obtaining or performing the Contract, the CA shall have the right to terminate the Contract upon fourteen (14) days' written notice to the Consultant.

b. By the Consultant

- 19.1.3. The Consultant shall have the right to terminate the Contract by written notice within a period of not less than thirty (30) days following the occurrence of any of the events described in paragraphs (a) to (d) below:
- (a) if the CA fails to pay, within forty-five (45) days of receipt of the Consultant's written notice of overdue payment, the sums which are due to the Consultant, in accordance with the provisions of the Contract, and not subject to dispute in accordance with the provisions of Sub-Clause 45.1 below;
 - (b) if, as a result of force majeure, the Consultant is unable to perform a substantial part of the Services for a period of at least sixty (60) days
 - (c) if the CA does not comply with the final decision taken following an arbitration procedure conducted in accordance with the provisions of Clause 45.1 below; or
 - (d) if the CA has breached his contractual obligations and has not remedied such breach within forty-five (45) days (or such additional period as the Consultant may have agreed in writing) after receipt of the Consultant's notification of such breach.

- c. Cessation of rights and obligations**
- 19.1.4. All contract rights and obligations of the Parties shall cease upon termination of the Contract in accordance with the provisions of Clauses 12 or 19, or upon completion of the Contract in accordance with the provisions of Clause 14, except (i) such rights and obligations as may remain at the date of termination or completion of the Contract, (ii) the reserve obligation defined in Clause 22 below, (iii) the Consultant's obligation to allow inspection, copying and auditing of accounts and records in accordance with Clause 25 below, and (iv) any rights which a Party may retain in accordance with the provisions of Applicable Law.
- d. Termination of Services**
- 19.1.5. Upon termination of the Contract by notice from either Party to the other in accordance with the provisions of Clauses 19 (a) or 19 (b) above, the Consultant shall, immediately upon dispatch or receipt of such notice, take such steps as will best enable the Services to be completed and shall attempt to restrict to the fullest extent possible the related expenses. With respect to documents prepared by the Consultant, and equipment and other contributions from the CA, the Consultant shall proceed as set forth in Clauses 27 and 28 below.
- e. Payment following termination**
- 19.1.6. Upon termination of the Contract, the CA shall pay to the Consultant the following amounts:
- (a) payment for Services satisfactorily performed up to the date of termination; and
 - (b) in the cases of termination defined in paragraphs (d) to (e) of Clause 19.1.1 above, reimbursement within reasonable limits of expenses resulting from the prompt and orderly conclusion of the Contract, as well as expenses for the repatriation of the Consultant's personnel.

C. CONSULTANT'S OBLIGATIONS

20. General provisions

- a. Production standards**
- 20.1 The Consultant shall perform the Services and fulfil his/her obligations diligently, efficiently and economically in accordance with generally accepted techniques and practices; practice sound management; use appropriate state-of-the-art techniques and safe and efficient equipment, machinery, materials and processes. In the performance of the Contract or Services, the Consultant shall always act as a loyal advisor to the CA and shall at all times defend the legitimate interests of the CA in his/her dealings with Subcontractors or Third Parties.
- 20.2 The Consultant shall employ and supply experts and subcontractors with the qualifications and experience necessary to perform the Services.
- 20.3 The Consultant may subcontract part of the Services under the express condition that the key personnel and subcontractors have been approved by the CA in advance. Regardless of such approval, the Consultant shall remain fully responsible for the performance of the Services.
- b. Law applicable to the Services**
- 20.4 The Consultant shall perform the Services in accordance with the Applicable Law and shall take all possible measures to ensure that the Subcontractors, as well as the personnel of the Consultant and the Subcontractors, comply with the Applicable Law
- 20.5 During the performance of the Contract, the Consultant shall comply with prohibitions on the importation of goods and services into the country of the CA when
- (a) the laws or public regulations of the CA's country prohibit commercial relations with a country, or
 - (b) in application of a decision taken by the United Nations Security Council under Chapter VII of the Charter of the United Nations, the country of the CA prohibits all payments to natural or legal persons of a country.
- 20.6 The CA shall notify the Consultant in writing of the local customs to be observed, and the Consultant shall observe such local customs, following such notification.
- 21. Conflict of interest**
- 21.1 The Consultant shall first and foremost protect the interests of the CA without considering the possibility of a future assignment and shall strictly avoid any conflict of interest

with other assignments or with the interests of his/her own company.

a Commissions, rebates, etc.

21.1.1 The payment to the Consultant, which shall be made in accordance with the provisions of Clauses 38 to 42, shall constitute the only payment under the Contract and, subject to the provisions of Clause 21.1.3 below, the Consultant shall not accept for himself/herself any commission of a commercial nature, rebate or other such payment in connection with activities conducted under the Contract or in the performance of his/her contractual obligations, and shall endeavour to ensure that his/her Personnel and agents, as well as the Subcontractors, their Personnel and agents, shall not receive any additional remuneration of this nature.

21.1.2 If, as part of the performance of his/her Services, the Consultant is asked to advise the CA on the procurement of goods, works or services, he/she shall comply with the applicable ECOWAS Rules and shall in all circumstances exercise his/her responsibilities in such a way as to protect the best interests of the CA. Any rebate or commission obtained by the Consultant in the exercise of his/her procurement responsibilities shall be paid to the CA.

b. Non-participation of the Consultant and his/her associates in certain activities

21.1.3 The Consultant and his/her affiliates or Subcontractors and their affiliates shall not, during the term of the Contract and upon its completion, supply any goods, works or services (other than consulting services) for any project arising out of the Services provided for the preparation or implementation of the project.

c. Prohibition of incompatible activities

21.1.4 The Consultant, and under his/her responsibility, his/her Subcontractors and their personnel, shall not engage, directly or indirectly, in any commercial or professional activities which might be incompatible with the activities entrusted to them under the Contract.

d. Obligation to report conflicting activities

21.1.5 The Consultant, and under his/her responsibility, his/her Sub-Contractors and their personnel have an obligation to report to the CA any actual or potential conflict situation which may impact on their ability to serve the best interests of the CA, or

which may be perceived as such. Failure to report such situations may lead to disqualification of the Consultant or termination of the Contract.

- 22. Reservation obligation** 22.1 The Consultant and his/her Personnel agree not to disclose any confidential information relating to the Services or to make public any recommendations made during the performance of the Services or resulting therefrom without the prior written consent of the CA.
- 23. Consultant's liability** 23.1 Subject to the additional provisions contained in the **CPCs**, if any, the Consultant's liabilities under the Contract shall be as provided by Applicable Law.
- 24. Consultant's insurance** 24.1 The Consultant shall: (i) take out and maintain, and cause his/her Subcontractors to take out and maintain at his/her expense (or at the expense of the Subcontractors, if any), but in accordance with the terms and conditions approved by the CA, insurance covering the risks and in the amounts specified in the **CPCs**, and (ii) at the request of the CA provide evidence that such insurance has been taken out and maintained and that the premiums have been paid. The Consultant shall obtain such insurance prior to the commencement of the Services as set forth in Clause 13 above.
- 25. Accounting, inspection, and auditing** 25.1 The Consultant shall maintain up-to-date and systematic accounting and documentation relating to the Services, in accordance with generally accepted accounting principles, and in a sufficiently detailed form to permit clear identification of the duration of intervention, any changes and costs; it shall ensure that its subcontractors and service providers act in the same manner.
- 25.2 In compliance with Paragraph 2.2 e of Appendix 1 of the General Conditions, the Consultant shall permit and ensure that his/her subcontractors and service providers allow ECOWAS and/or persons designated by ECOWAS to inspect the documents and accounting records relating to the submission of the Proposal and the execution of the Contract and to have them verified by auditors appointed by ECOWAS, if so requested by ECOWAS. The Consultant's attention is drawn to Clause 10 above which stipulates, inter alia, that obstructing ECOWAS in the exercise of its right of examination and verification as provided for in this clause constitutes a prohibited practice which may lead to termination of the Contract (as well as exclusion under the current ECOWAS sanctions regime).

- 26. Reporting obligations**
- 26.1 The Consultant shall provide the CA with the reports and documents indicated in **the attached Appendix A**, in the form, at the times and in the quantities indicated in said Appendix
- 27. Ownership of Documents Prepared by the Consultant**
- 27.1 Except as otherwise provided in the **CPCs**, all reports and information relating to the Services, maps, plans, drawings, specifications, databases, other documents and software, and all materials collected or prepared by the Consultant on behalf of the CA under the Contract shall be of a confidential nature and shall become and remain the property of the CA. The Consultant shall deliver them to the CA prior to termination or completion of the Contract, together with the corresponding detailed inventory. The Consultant may retain a copy of the documents and software but may not use them for any purpose unrelated to the Contract without the prior written consent of the CA
- 27.2 If the Consultant is to enter into a patent agreement with third parties for the development of such plans, drawings, specifications, databases, other documents, and software, he/she shall obtain the prior written approval of the CA which shall have the right, at his/her discretion, to seek recovery of the cost of expenses incurred for the development of the programs concerned. Any further restrictions on the use of such documents and software later will, where appropriate, be indicated in the **CPCs**.
- 28. Equipment, vehicles, and supplies**
- 28.1 Equipment, vehicles and supplies made available to the Consultant by the CA or purchased in whole or in part with funds provided by the CA, shall be the property of the CA and shall be marked accordingly. Upon termination or completion of the Contract, the Consultant shall provide the CA with an inventory of such equipment, vehicles and supplies and shall process them in accordance with the CA's instructions. The Consultant shall, subject to the CA's written instructions to the contrary, take-out insurance for the equipment, vehicles and supplies, which shall remain in place as long as such property remains in his/her possession, at the CA's expense and for an amount equal to their replacement value.
- 28.2 Equipment and supplies brought into the Government's country by the Consultant and his/her Personnel and used for the purposes of the assignment or for personal use shall remain the property of the Consultant or his/her Personnel, as the case may be.

D. CONSULTANT'S PERSONNEL AND SUBCONTRACTORS

- 29. Description of key personnel** 29.1 The titles, job descriptions, minimum qualifications and estimated period of engagement required to perform the Services for the Consultant's Key Personnel are described in **Appendix B**
- 30. Replacement of key personnel** 30.1 Unless the CA agrees in writing, no changes will be made to the Key Personnel.
- 30.2 Notwithstanding the foregoing, replacement of key personnel during the performance of the Contract shall be considered only upon written request by the Consultant and for reasons beyond the Consultant's control, including death or incapacity for medical reasons. In such a case, for the purpose of replacement, the Consultant shall provide a person of equal or higher qualification, at the same rate of remuneration.
- 31. Withdrawal of personnel or subcontractors** 31.1 If the CA discovers that any of the Personnel or Subcontractor has been guilty of serious misconduct or is being prosecuted for a felony or misdemeanour, or if the CA establishes that any of the Personnel or Subcontractor has engaged in bribery or fraudulent, collusive, coercive or obstructive practices, during the performance of the Services, the Consultant shall provide for his/her replacement, upon written request of the CA.
- 31.2 If the CA considers that any member of the Key Personnel, other personnel or subcontractor lacks the necessary competence or proves incapable of fulfilling his/her duties, the CA shall have the right to request his/her replacement, specifying the reasons.
- 31.3 Any replacement of personnel or subcontractors must be carried out by a replacement whose qualifications and experience are at least equivalent to those of the personnel replaced, and who must be acceptable to the CA.
- 31.4 The Consultant shall bear all travel and other expenses resulting from the withdrawal and/or replacement of key personnel.

E. OBLIGATIONS OF THE CA

- 32. Assistance and exemptions** 32.1 Unless otherwise specified in the **CPCs**, the CA shall use his/her best endeavours to:

- (a) assist the Consultant in obtaining work permits and other documents required for the performance of the Services;
- (b) assist the Consultant in promptly obtaining for his/her Key Personnel and, where applicable, their families, entry and exit visas, residence permits, and any other documents required for their stay in the CA's country during the performance of the Services;
- (c) facilitate customs clearance of goods required for the performance of the Services and of personal effects belonging to the Personnel and their families;
- (d) provide the Government's agents and officials with the instructions and information necessary for the prompt and efficient performance of the Services;
- (e) assist the Consultant, Key Personnel, and his/her Sub-Contractors to obtain exemption from any registration requirements, or any authorization to practice their profession as a company or as an individual in the country of the CA, in accordance with the provisions of the Applicable Law
- (f) assist the Consultant, his/her Sub-Contractors and their Key Personnel, in accordance with the provisions of the Applicable Law, in obtaining authorizations to import into the CA country reasonable foreign currency amounts in respect of the performance of the Services and the needs of the Personnel, and to re-export foreign currency amounts that have been paid to the Personnel in respect of the performance of the Services; and
- (g) provide the Consultant with such other assistance as may be specified in the **CPCs**.

33. Access to the Project site

33.1 The CA guarantees to the Consultant free and unhindered access to the sites whose access is necessary for the performance of the Services. The CA shall be liable for any damage to property, movable and immovable, which may result therefrom, and shall exonerate the Consultant and his/her Personnel from liability for such damage, unless it results from the default or negligence of the Consultant, Subcontractors or their Personnel.

34. Modification of the law applicable to taxes

34.1 If, after the date of signature of the Contract, the Law applicable to taxes and duties in the country of the CA is modified, resulting in an increase or decrease in the costs to be borne by the Consultant for the performance of the Services, the remuneration and reimbursable expenses payable to the Consultant shall be increased or decreased accordingly by

agreement between the Parties, and the Contract set forth in Clause 38.1 shall be adjusted accordingly.

- 35. CA services, facilities, and properties**
- 35.1 The CA shall make available free of charge to the Consultant and the Personnel, for the purpose of performing the Services, the services, facilities, and properties set forth in **Appendix A** at the times and in the manner set forth in **the said Appendix**.
- 36. Counterpart personnel**
- 36.1 The CA shall make available to the Consultant, free of charge, executive counterpart, and support staff, to be selected by the CA assisted by the Consultant, if mentioned in **Appendix A**.
- 36.2 Executive and support counterpart personnel, excluding CA liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the Counterpart Staff fails to perform satisfactorily the duties assigned to him by the Consultant in the position to which he has been assigned, the Consultant may request that he be replaced; unless there is good cause, the CA shall not refuse to comply with the Consultant's request.
- 37. Payments**
- 37.1 The CA shall make payments to the Consultant for Services rendered under the Contract, for the deliverables stipulated in **Appendix A** and in accordance with the provisions of the Clauses in Chapter F below.
- F. PAYMENTS TO THE CONSULTANT**
- 38. Contract Price**
- 38.1 The Contract price is fixed and indicated in the **CPCs**. The breakdown of the Contract price is provided in **Appendix C**.
- 38.2 No modification to the Contract Price referred to in Clause 38.1 may be made without the agreement of both Parties for the purposes of revising the scope of Services in accordance with Clause 16 of the GCC, and amending in writing the Terms of Reference in **Appendix A**.
- 39. Taxes**
- 39.1 Unless otherwise specified in the **CPCs**, the Consultant, Subcontractors and Personnel shall pay all taxes, duties, levies and other charges imposed under the Contract
- 39.2 As an exception to the foregoing, and as set forth in the **CPCs**, all identifiable indirect taxes (identified as such during Contract negotiations) shall be reimbursed to the Consultant or shall be paid by the CA on behalf of the Consultant.

- 40. Currency of payment**
- 40.1 Payments under the Contract shall be made in the currency(ies) specified in the Contract.
- 40.1 Invoicing and payment terms**
- 41.1 The total amount paid to the Consultant under the Contract shall not exceed the Contract Price pursuant to Clause 38.1.
- 41.2 Payments under the Contract shall be lump sums in respect of the deliverables identified in Appendix A. Payments shall be made to the Consultant's account in accordance with the schedule set forth in the **CPCs**.
- 41.2.1 Advance Payment: Within the time specified after the Effective Date, the CA shall make an advance payment to the Consultant in the amount specified in the **CPCs**. Unless otherwise specified in the **CPCs**, the advance payment shall be paid upon the provision by the Consultant of a bank guarantee issued in favour of the CA with a bank acceptable to him, for an amount (or amounts) in the currency (or currencies) specified in the **CPCs**; such guarantee shall (i) remain valid until the advance payment has been fully repaid, and (ii) be in the form set forth in **Appendix D** or in such other form as the CA may approve in writing. The advance shall be recovered by the CA in equal amounts corresponding to the monthly installments submitted by the Consultant and corresponding to the number of months of Services specified in the **CPCs** until the advance has been fully repaid.
- 41.2.2 Progressive lump sum payments: The CA shall pay the Consultant within sixty (60) days of receipt by the CA of the deliverable(s) and invoice for the corresponding lump sum. Payment will not be made if the CA does not approve the deliverable(s) submitted as satisfactory, in which case the CA will make his/her comments known to the Consultant within the same sixty (60) day period. The Consultant will promptly make the necessary corrections, and then the above process will be repeated.
- 41.2.3 Final Payment: Final payment under this Clause shall be made only upon submission by the Consultant of the final report and its approval by the CA as satisfactory. The Services shall then be deemed completed and accepted by the CA. The final lump sum shall be deemed to have been approved for payment by the CA within ninety (90) days of receipt by the CA unless the CA within the same period of (90) calendar days notifies the Consultant in writing

of any deficiencies and inaccuracies he/she may have found in the performance of the Services or in the Final Report. The Consultant shall immediately make the necessary changes and corrections, and the same procedure shall be repeated.

41.2.4 With the exception of the final payment referred to in 41.2.3 above, payments shall not constitute evidence of acceptance of the Services and shall not relieve the Consultant of his/her obligations under the Contract.

42. Interest on arrears 42.1 If the CA fails to pay, within thirty (30) days after the date on which payment is due under Clause 41.2.2, the amounts that are due to the Consultant, interest shall be paid to the Consultant for each day of delay at the annual rate indicated in the CPC.

G. FAIRNESS AND GOOD FAITH

43. Good faith 43.1 The Parties undertake to act in good faith with regard to their mutual contract rights and to take all possible measures to ensure that the objectives of the Contract are achieved.

H. SETTLEMENT OF DISPUTES

The parties shall endeavour to settle amicably any dispute arising between them in connection with the contract. In the event of failure to reach an amicable settlement, and in the context of a local, regional, or international call for tenders, the dispute will be submitted to arbitration by the ECOWAS Court of Justice.

III. ECOWAS rules

Appendix 1: Fraud and corruption (The text of this appendix must not be modified)

1. Purpose

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

2. Requirements

2.1 As part of the procurement procedure for the contracts it finances, ECOWAS requires beneficiaries of its funding, as well as bidders (candidates/proposers), suppliers, service providers, contractors, and their agents (declared or undeclared), personnel, subcontractors, and suppliers to observe the strictest rules of professional ethics in the award and execution of these contracts, and to refrain from fraudulent and corrupt practices.

2.2 According to this principle:

- a. for the purposes of this provision, the following expressions have been defined as follows:
 - i. Is guilty of "corruption" whoever offers, gives, solicits, or accepts, directly or indirectly, any advantage with a view to improperly influencing the action of another person or entity;
 - ii. "Fraudulent manoeuvres" means acting or misrepresenting facts, deliberately or by gross negligence, or attempting to mislead a person or entity in order to obtain a financial or other advantage, or to avoid an obligation;
 - iii. "Collusive manoeuvres" are defined as persons or entities who collude to achieve an illicit objective, in particular by unduly influencing the actions of other persons or entities;
 - iv. Engages in "coercive manoeuvres" anyone who harms or prejudices, or threatens to harm or prejudice, directly or indirectly, a person or their property with a view to improperly influencing the actions of that person or entity; and
 - v. and engages in "obstructive manoeuvres".
 - (a) deliberately destroys, falsifies, alters or conceals evidence on which an ECOWAS investigation into corruption or fraudulent, coercive or collusive practices is based, or makes false statements to its investigators intended to impede its investigation; or threatens, harasses or intimidates any person for the purpose of preventing that person from sharing information relating to that investigation, or from pursuing the investigation;
 - (b) who deliberately hinders the exercise by ECOWAS of its right of review as stipulated in paragraph (e) below; and
- b. will reject the proposal to award the contract if it establishes that the bidder recommended for award is guilty of bribery, directly or through an agent, or has engaged in fraudulent, collusive, coercive or obstructive manoeuvres in order to be awarded the contract;
- c. in addition to the coercive measures defined in the Financing Agreement, may decide on other appropriate actions, including declaring the procurement non-compliant if it

determines, at any time, that representatives of the CA or a funding recipient have engaged in corruption or fraudulent, collusive, coercive or obstructive practices during the procurement procedure or the performance of the contract without the CA having taken the necessary measures to remedy the situation;

- d. sanction a company or individual, within the framework of the ECOWAS Anti-Corruption rules and in accordance with the ECOWAS Group's applicable sanctions rules and procedures, including by publicly declaring the exclusion of the company or individual for an indefinite or specified period (i) from the award of a contract (ii) from participation¹ as a subcontractor, consultant, manufacturer or supplier of goods or designated service provider of a company otherwise eligible for the award of an ECOWAS-funded contract;
- e. will require that bidding documents and contracts financed by ECOWAS contain a provision requiring bidders (candidates/proposers), consultants, suppliers and contractors, subcontractors, service providers, suppliers, agents, and their personnel to authorize ECOWAS to inspect² the documents and accounting vouchers and other documents relating to the procurement, selection and/or execution of the contract, and to submit them for verification to auditors appointed by ECOWAS.

¹ A designated subcontractor, consultant, manufacturer or supplier of goods or services (different titles are used depending on the wording of the tender documents) is a company or individual who (i) forms part of the bidder's application for pre-qualification or bid on the basis of the specific and essential experience and know-how it brings to bear in order to meet the qualification conditions for a given bid; or (ii) has been designated by the CA.

² Inspections carried out within this framework are, by their very nature, desk audits. They include documentary and factual research activities undertaken by ECOWAS, or persons designated by it, in order to verify specific aspects relevant to an investigation or audit, such as assessing the veracity of a possible accusation of Fraud and Corruption, by means of appropriate devices. Such activities may include, without limitation, having access to and examining financial records of a company or person, making copies of such records as required, having access to and examining any other records, data and information (in hard copy or electronic format) deemed relevant to the investigation or audit, making copies of such records as required, interviewing personnel and any other persons, conducting physical inspections and site visits, and obtaining third party verification of information.

III. Special conditions of contract

[Notes in square brackets [] are given as recommendations; all such notes should be deleted in the final text].

GCC clause	Amendments and additions to the Clauses of the General Terms and Conditions of Contract
GCC 1.1 (a)	The Contract shall be governed by the laws and other texts with force of law in the country: <i>Burkina Faso</i>
GCC 1.1 (b)	The Date of the "Applicable Rules" is <i>the ECOWAS Public Procurement Code version dated September 2021.</i>
GCC 4.1	The language is _____ French.
GCC 6.1 and 6.2	<p>The addresses are:</p> <p>Client: <u>West African Health Organisation (WAHO)</u></p> <p>_____</p> <p>Attention: <u>Dr. Melchior Athanase J. C. AÏSSI</u></p> <p>Fax: _____</p> <p>E-mail (if permitted) : _____</p> <p>Consultant: _____</p> <p>_____</p> <p>Please note: _____</p> <p>Fax: _____</p> <p>E-mail (if permitted): _____</p>
GCC 8.1	<p><i>[If the Consultant is a single entity, indicate: "Not applicable";</i></p> <p><i>OR</i></p> <p><i>If the Consultant is constituted by a consortium of more than one legal entity, the name of the entity whose address appears in CPC clause 6.1 must be inserted here].</i></p> <p>The Lead Partner on behalf of the consortium _____</p> <p><i>[insert name of Lead Partner]</i></p>
GCC 9.1	<p>The Designated Representative is:</p> <p>For the Client: <u>Dr. Melchior Athanase J. C. AÏSSI, Director General</u></p> <p>For the Consultant: _____ <i>[name, title]</i></p>

GCC 11.1	The conditions of implementation are: <i>payment of the advance to the Consultant against the provision of the advance repayment guarantee.</i>
GCC 12.1	Termination of the Contract for failure to enter into force: The deadline is: 3 months.
GCC 13.1	Commencement of services: The period in days _____ <i>[e.g. ten].</i> Confirmation of the key personnel's availability to start the assignment must be given to the CA in writing, in the form of a written statement from each key personnel.
GCC 14.1	Contract completion: The period will _____ <i>[insert period, e.g. twelve months].</i>
21 b.	The CA reserves the right to determine on a case-by-case basis whether the Consultant should be disqualified for conflict of interest of the nature described in the GCC Clause, related to the delivery of supplies, works or services (non-Consultant). Yes _____ No _____
GCC 23.1	There is no additional provision.
GCC 24.1	Risk insurance coverage will be as follows: <i>[Delete what does not apply, except for (a)].</i> (a) Professional liability insurance, with minimum coverage <i>[insert amount and currency, which should not be less than the contract amount] ;</i>
GCC 27.1	N/A
GCC 27.2	<i>[If the documents may be freely used by both Parties after termination of the Contract, this CPC Clause 27.2 shall be deleted from the CPCs. If the Parties wish to limit the use that may be made of them, one of the following options- or any other option agreed by the Parties-may be chosen:</i> [The Consultant shall not use these <i>[insert applicable provision: documents and/or software]</i> for purposes unrelated to the Contract without the prior written consent of the CA]. <i>[OR]</i>

	<p>[The CA shall not use these [insert applicable provision: documents and/or software] for purposes unrelated to the Contract without the prior written consent of the Consultant].</p> <p><i>[OR]</i></p> <p>[Neither Party may use these [insert applicable provision: documents and/or software] for purposes unrelated to the Agreement without the prior written consent of the other Party].</p>
GCC 38.1	<p>The Contract price is: _____ [insert amount and currency for each currency] local indirect taxes [indicate included or excluded].</p> <p>Local indirect taxes due under the Contract for Services provided by the Consultant shall be [insert as appropriate: "paid" or "reimbursed"] by the AC [insert as appropriate: "on behalf of" or "to"] Consultant.</p> <p>The amount of these taxes is: _____ [insert amount finalized during contract negotiations on the basis of estimates provided by the Consultant in Form FIN-2 of the Consultant's Financial Proposal].</p>
GCC 39.1 and 39.2	<p><i>[ECOWAS leaves it to the CA to decide whether the Consultant (i) will be exempted from the payment of local indirect taxes, or (ii) will be reimbursed by the CA for the payment of such taxes and duties (or whether the CA will have to pay such taxes and duties on behalf of the Consultant).</i></p> <p>The CA warrants that [choose an applicable option that is consistent with CI Article 16.3 and the conclusions of the negotiations (Form FIN-2, Part B, Estimate of Local Indirect Taxes):</p> <p><i>If IC 16.3 indicates an exemption, write: "Consultant, Subcontractors and Key Personnel will be exempt</i></p> <p><i>OR</i></p> <p><i>If IC 16.3 does not indicate exemption, and depending on whether the CA is to apply withholding tax or the Consultant is to pay, write:</i></p> <p>"CA will make payment on behalf of Consultant, Subcontractors and Key Personnel" OR "CA will reimburse Consultant, Subcontractors and Personnel"]</p> <p>of all taxes, duties, indirect taxes, and other charges imposed under the legislation in force in the country of the CA on the Consultant, Subcontractors, and their Personnel in respect of:</p>

	<p>(a) any payment made to the Consultant, Subcontractors and Personnel (other than nationals or permanent residents of the Government's country) in respect of the performance of the Services;</p> <p>(b) all equipment and supplies brought into the CA country by the Consultant or their Sub-Contractors in connection with the performance of the Services and which are imported and subsequently re-exported by the Consultant;</p> <p>(c) all equipment, materials and supplies imported in connection with the performance of the Services, paid for with funds provided by the CA and deemed to be the property of the CA;</p> <p>(d) any goods imported into the country of the CA by the Consultant, Subcontractors, their Personnel and their families (except nationals or permanent residents of the country of the CA) for their personal use, and subsequently re-exported therefrom when they leave the country of the CA, provided that:</p> <p style="padding-left: 40px;">(i) the Consultant, Subcontractors, their Personnel and their dependents comply with the customs procedures in force for the importation of goods into the CA country; and</p> <p style="padding-left: 40px;">(ii) if the Consultant, Subcontractors, their Personnel and dependents do not re-export such imported goods free of duties and taxes but dispose of them in the CA's country, (a) they shall pay such duties and taxes in accordance with the regulations of the CA's country, or (b) they shall reimburse the CA for such duties and taxes if the latter had paid them at the time of introduction of such goods into the CA's country.</p>
<p>GCC 41.2</p>	<p>Payment schedule:</p> <p><i>[Note: progress payments must be linked to the deliverables defined in Appendix A - Terms of Reference].</i></p> <p>1st payment: <i>[insert amount of payment, percentage of Contract price and currency. If the 1st payment is an advance, it must be made against the provision of a bank guarantee for the amount indicated in Clause 41.2.1 of the GCC].</i></p> <p>2nd payment _____</p> <p>..... : _____</p> <p>Final payment: _____</p> <p><i>[The total amount of the progress payments (excluding the advance) must not exceed the Contract price indicated in Clause 38.1 of the CPC].</i></p>

GCC 41.2.1	<p><i>[The advance payment may be made in foreign or domestic currency, or in a combination of these currencies; select the applicable option in the Clause below. The advance repayment guarantee must be in the same currency(ies)].</i></p> <p>Payment of the advance and the advance payment guarantee will be governed by the following provisions:</p> <ol style="list-style-type: none"> (1) An advance of <i>[amount in foreign currency]</i> and <i>[amount in domestic currency]</i> will be paid within <i>[insert number]</i> days of the effective date of the Contract. The advance shall be repaid to the CA in equal instalments by deduction from <i>[indicate progress payments giving rise to deduction]</i> until the advance has been repaid in full. (2) The bank guarantee for repayment of the advance will be issued for an amount (or amounts) equal to and in the same currency (or currencies) as the advance. (3) The bank guarantee will be released once the advance has been fully repaid.
GCC 41.2.4	<p>The account titles are:</p> <p>For payments in foreign currency: _____ <i>[insert account]</i> For payments in national currency: _____ <i>[insert account]</i>.</p>
GCC 42.1	<p>The annual interest rate is: <i>BCEAO discount rate</i> _____</p>
GCC 45.1	<p>The parties shall endeavour to settle amicably between them any dispute arising in connection with the contract. Failure to reach an amicable settlement, and in the context of a local, regional, or international call for tenders, the dispute will be submitted to arbitration by the ECOWAS Court of Justice.</p>

IV. Appendices

APPENDIX A - TERMS OF REFERENCE

[This Appendix shall include the Terms of Reference (ToR) finalized by the CA and the Consultant during negotiations; the deadlines for completion of the various tasks; the location for completion of the various activities; detailed reporting obligations; the CA's contributions including counterpart staff to be assigned by the CA to work with the Consultant's team; specific tasks to be approved in advance by the CA.]

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

APPENDIX B - KEY PERSONNEL

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

APPENDIX C - CONTRACT PRICE BREAKDOWN

[Insert table showing unit prices used for lump sum price breakdown. The table shall be based on [Form FIN-3 and FIN-4] of the Consultant's Proposal and any amendments agreed during contract negotiations, if any. Any changes should be indicated by a specific note, and if there have been no changes, this should be stated].

When the Consultant has been recruited by the Quality-Based Selection method, also add the following:

"The agreed rates of remuneration are as set forth in the attached Model Form I. This form will be prepared based on Appendix A to RFP Form FIN-3 "Statement of Consultant's Costs and Expenses" submitted by the Consultant to the CA prior to Contract negotiations.

If such declaration is found to be incomplete or inaccurate (after inspection or audit by the CA in accordance with GCC Clause 25.2 or by any other means), the CA shall have the right to make appropriate modifications to the rates of remuneration affected by such incomplete or inaccurate declaration. Such modifications shall be made retroactively, and in the event that remuneration has already been paid by the CA prior to such modification, (i) the CA shall have the right to deduct the excess payment from the next monthly payment to be made to the Consultant, or (ii) if no further payment is to be made to the Consultant, the Consultant shall refund to the CA any excess payment within thirty (30) days of receipt of the CA's written request. Any request by the CA for reimbursement shall be made within twelve (12) calendar months of receipt by the CA of the final report and final account approved by the CA in accordance with GCC 45.1(d) of the Contract. "]

Template Form I
Breakdown of the Fixed Rates agreed in the Consultancy Contract

We confirm that the basic salaries and allowances listed in the table below have been paid to the experts.

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

Expert		1	2	3	4	5	6	7	8
Name	Position	Base salary per month /day/ working hour	Social security charge ¹	Overheads ¹	Subtotal	Profit margin ²	Mission allowances/ expat ¹	Agreed flat rate per month /working day/hour	Agreed flat rate ¹
<i>Head office</i>									
<i>Work in the CA country</i>									

¹ Expressed as a percentage of (1).

² Expressed as a percentage of (4).

* If more than one currency, add a table

 Authorized representative

 Date

Name and title: _____

APPENDIX D - ADVANCE PAYMENT GUARANTEE FORM

[cf. GCC Clause 41.2.1 and CPC Clause 41.2.1].

[Guarantor's letterhead or SWIFT identification code].

Guarantor _____ *[name of bank and address of issuing bank].*

Beneficiary _____ *[name and address of CA]*

Date _____ *[insert date]*

Advance payment guarantee no. _____ *[insert reference]*

We have been informed _____ *[name of the Consultant or consortium identical to the name of the signatory of the Contract]* (hereinafter referred to as "the Consultant") has entered into Contract no. _____ *[contract number]* dated *[insert date]* for _____ *[name of Contract and description of Services]* (hereinafter referred to as "the Contract").

We further understand that under the terms of the Contract, an advance the amount of _____ *[insert amount in words]* _____ *[insert amount in figures]* is paid against a guarantee to return the advance.

At the Consultant's request, hereby undertake, unreservedly and irrevocably, to pay you on first demand, any sums of money you may claim up to a limit of _____ *[insert amount in words]* _____ *[insert amount in figures]*.¹ Your claim for payment must include, either in the claim itself or in a separate signed document accompanying or identifying the claim, the statement that the Consultant :

- (a) has not repaid the advance under the conditions specified in the Contract, specifying the amount not repaid by the Consultant; or
- (b) has used the advance for purposes other than the services covered by the Contract.

Any claim for payment under this Guarantee shall be conditional upon the Consultant's receipt of the above-mentioned advance in his account numbered _____ *[insert account number]* _____ *[name and address of bank]*.

The maximum amount of this guarantee will be progressively reduced by deduction of the amounts reimbursed by the Consultant as indicated on the certified statements or invoices, marked "receipted" by the CA, presented to us. This guarantee shall expire at the latest on the earliest of the following dates: upon receipt of statements certified by the CA or receipted invoice indicating that the Consultant has reimbursed the above-mentioned advance in full, or on the

¹ The Guarantor shall insert the amount representing the Advance either in the currency (or currencies) specified in the Contract for payment of the Advance, or in any other freely convertible currency acceptable to the CA.

_____ [day] day of _____ [year].² All requests for payment must be received by this date at the latest.

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

[Signature]

[Note: Text in italics should be removed from the final document; it is provided as a guide to facilitate preparation].

² Insert the expected completion date of the contract. The CA must take into account the fact that, in the event of an extension of the Contract duration, he will have to ask the Guarantor to extend the duration of the present guarantee. Any such request must be made in writing before the expiry date specified in the guarantee. When preparing the warranty, the CA may consider adding the following at the end of the penultimate paragraph: "Upon written request by the CA prior to the expiration of this warranty, the Guarantor will extend the duration of this warranty for a period not to exceed *[six months] [one year]*. Such extension will be granted only once."

**PART III - NOTIFICATION OF INTENT TO AWARD AND BENEFICIAL OWNER
DISCLOSURE FORMS**

Section 9. Notification of Intent to Allocate and Beneficial Owner Disclosure Forms

Notification of intent to award

[The Notification of Intent to Award shall be addressed to each Consultant whose Financial Proposal has been opened. The addressee must be the Consultant's authorized representative].

For the attention of the Consultant's authorized representative

Name: *[insert name of Consultant's authorized representative].*

Address: *[insert address of Consultant's authorized representative].*

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

E-mail address: *[insert e-mail address of Consultant's authorized representative].*

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

DATE OF SENDING: This Notification is sent by: *[e-mail/fax]* on *[date]* (local time).

Notification of intent to award**CA:** *[insert name of CA].***Contract title:** *[insert contract title].***Country:** *[insert name of CA country].***RFP No:** *[insert RFP number with reference to Procurement Plan].*

By this Notification of Intent to Award (the Notification) we inform you of our decision to award the above Contract. Dispatch of the Notification marks the start of the Waiting Period. During this period, you may:

- a) request a debriefing regarding the evaluation of your Proposal, and/or
- b) submit a complaint concerning the awarding of the contract.

1. Selected consultant

Name:	<i>[insert name of successful consultant].</i>
Address:	<i>[insert address of successful Consultant]</i>
Market Price:	<i>[insert contract price of selected consultant].</i>

2. Short-listed Consultants *[INSTRUCTIONS: Insert the names of all short-listed Consultants and indicate those who have submitted a Proposal. Where required by the selection method, indicate the price of each proposal as read at the opening session and as evaluated. Indicate the technical scores obtained and the scores awarded to each of the criteria and sub-criteria. Select: Full Technical Proposal (FTP) or Simplified Technical Proposal (STP) in the last column below, as appropriate]*

Consultant's name	Proposal submitted	<i>[in case of FTP]</i> Overall technical score	<i>[in case of STP]</i> Overall technical score	Financial proposal (if applicable)	Estimated amount of Financial Proposal (if applicable)	Overall weighted score and ranking (if applicable)
<i>[insert name]</i>	<i>[yes/no]</i>	<p>Criterion (i): <i>[insert rating].</i></p> <p>Criterion (ii): <i>[insert note].</i></p> <p>Criterion (iii): <i>[insert note].</i></p> <p><u>Sub-criterion a</u> 1: <i>[insert note]</i> 2: <i>[insert note].</i> 3: <i>[insert note].</i></p> <p><u>Sub-criterion b</u> 1: <i>[insert note]</i> 2: <i>[insert note].</i> 3: <i>[insert note].</i></p> <p><u>Sub-criterion c</u> 1: <i>[insert note]</i> 2: <i>[insert note].</i> 3: <i>[insert note].</i></p> <p>Criterion (iv): <i>[insert note].</i></p> <p>Criterion (v): <i>[insert rating].</i></p>	<p>Criterion (i): <i>[insert rating].</i></p> <p>Criterion (ii): <i>[insert note].</i></p> <p><u>Sub-criterion a</u> 1: <i>[insert note]</i> 2: <i>[insert note].</i> 3: <i>[insert note].</i></p> <p><u>Sub-criterion b</u> 1: <i>[insert note]</i> 2: <i>[insert note].</i> 3: <i>[insert note].</i></p> <p><u>Sub-criterion c</u> 1: <i>[insert note]</i> 2: <i>[insert note].</i> 3: <i>[insert note].</i></p> <p>Overall score: <i>[insert overall score].</i></p>	<i>[Proposal Price]</i>	<i>[Estimated Proposal Price]</i>	<p>Weighted score: <i>[Weighted score]</i></p> <p>Ranking: <i>[Ranking]</i></p>

Consultant's name	Proposal submitted	<i>[in case of FTP]</i> Overall technical score	<i>[in case of STP]</i> Overall technical score	Financial proposal (if applicable)	Estimated amount of Financial Proposal (if applicable)	Overall weighted score and ranking (if applicable)
		Overall score: <i>[insert overall score].</i>				
<i>[insert name]</i>	<i>[yes/no]</i>	Criterion (i): <i>[insert rating].</i> Criterion (ii): <i>[insert note].</i> Criterion (iii): <i>[insert note].</i> <u>Sub-criterion a</u> 1: <i>[insert note]</i> 2: <i>[insert note]</i> 3: <i>[insert note].</i> <u>Sub-criterion b</u> 1: <i>[insert note]</i> 2: <i>[insert note]</i> 3: <i>[insert note].</i> <u>Sub-criterion c</u> 1: <i>[insert note]</i> 2: <i>[insert note]</i> 3: <i>[insert note].</i> Criterion (iv): <i>[insert note].</i> Criterion (v): <i>[insert rating].</i>	Criterion (i): <i>[insert rating].</i> Criterion (ii): <i>[insert note].</i> <u>Sub-criterion a</u> 1: <i>[insert note]</i> 2: <i>[insert note].</i> 3: <i>[insert note].</i> <u>Sub-criterion b</u> 1: <i>[insert note]</i> 2: <i>[insert note].</i> 3: <i>[insert note].</i> <u>Sub-criterion c</u> 1: <i>[insert note]</i> 2: <i>[insert note]</i> 3: <i>[insert note].</i> Overall score: <i>[insert overall score].</i>	<i>[Proposal Price]</i>	<i>[Estimated Proposal Price]</i>	Weighted score: <i>[Weighted score]</i> Ranking: <i>[Ranking]</i>

Consultant's name	Proposal submitted	<i>[in case of FTP]</i> Overall technical score	<i>[in case of STP]</i> Overall technical score	Financial proposal (if applicable)	Estimated amount of Financial Proposal (if applicable)	Overall weighted score and ranking (if applicable)
		Overall score: <i>[insert overall score].</i>				
<i>[insert name]</i>	<i>[yes/no]</i>	Criterion (i): <i>[insert rating].</i> Criterion (ii): <i>[insert note].</i> Criterion (iii): <i>[insert note].</i> <u>Sub-criterion a</u> 1: <i>[insert note]</i> 2: <i>[insert note].</i> 3: <i>[insert note].</i> <u>Sub-criterion b</u> 1: <i>[insert note]</i> 2: <i>[insert note].</i> 3: <i>[insert note].</i> <u>Sub-criterion c</u> 1: <i>[insert note]</i> 2: <i>[insert note].</i> 3: <i>[insert note].</i> Criterion (iv): <i>[insert note].</i> Criterion (v): <i>[insert rating].</i>	Criterion (i): <i>[insert rating].</i> Criterion (ii): <i>[insert note].</i> <u>Sub-criterion a</u> 1: <i>[insert note]</i> 2: <i>[insert note].</i> 3: <i>[insert note].</i> <u>Sub-criterion b</u> 1: <i>[insert note]</i> 2: <i>[insert note].</i> 3: <i>[insert note].</i> <u>Sub-criterion c</u> 1: <i>[insert note]</i> 2: <i>[insert note].</i> 3: <i>[insert note].</i> Overall score: <i>[insert overall score].</i>	<i>[Proposal Price]</i>	<i>[Estimated Proposal Price]</i>	Weighted score: <i>[Weighted score]</i> Ranking: <i>[Ranking]</i>

Consultant's name	Proposal submitted	<i>[in case of FTP]</i> Overall technical score	<i>[in case of STP]</i> Overall technical score	Financial proposal (if applicable)	Estimated amount of Financial Proposal (if applicable)	Overall weighted score and ranking (if applicable)
		Overall score: <i>[insert overall score]</i> .				
<i>[insert name]</i>

3. Reason(s) for which your Proposal was not selected *[omit if Weighted Score reveals reason].*

[INSTRUCTIONS: Indicate the reason(s) why the Consultant's Proposal was not selected. Do not provide: (a) a point-by-point comparison with a competing proposal, or (b) information identified as confidential by the Consultant in its Proposal].

4. How to request a debriefing *[this only applies if your proposal has been unsuccessful, as indicated in point 3 above].*

DEADLINE: the deadline for requesting a debriefing is midnight on *[insert date]* (local time).

You may request a debriefing regarding the results of the evaluation of your Proposal. If you wish to request a debriefing, your written request must be submitted within three (3) working days of receipt of this Notification of Intent to Award.

Indicate contract title, reference number, Consultant's name, contract details and address for submission of debriefing request as follows:

to the attention of:

Name: *[insert person's full name].*

Title/position: *[insert title/position].*

Agency: *[insert name of CA]*

E-mail address: *[insert e-mail address]*

Fax: *[insert fax number] omit if not used*

Where a request for a debriefing has been made within the three (3) working day period, we will grant the debriefing within five (5) working days of receipt of the request. Should it not be possible for us to grant a debriefing within this period, the waiting period will be extended until five (5) working days after the debriefing has taken place. In such a case, we will inform you by the quickest means of the extended waiting period and confirm the date on which the extended waiting period will expire.

The debriefing can be in writing, by telephone, videoconference or in person. We will inform you in writing as soon as possible how the debriefing will take place, confirming the date and time.

When the deadline for requesting a debriefing has expired, you may still request a debriefing. In such a case, we will grant the debriefing as soon as possible, and normally no later than fifteen (15) working days after publication of the Contract award notification.

5. How to file a claim

DEADLINE DATE AND TIME: the deadline time and date for submitting a claim is midnight on *[insert date]* (local time).

Indicate contract title, reference number, Consultant's name, contract details and address for submission of debriefing request as follows:

to the attention of:

Name: *[insert person's full name]*.

Title/position: *[insert title/position]*.

Agency: *[insert name of CA]*.

E-mail address: *[insert e-mail address]*

Fax: *[insert fax number omit if not used]*.

[at this stage of the procurement process] [upon receipt of this notification] you may submit a procurement-related complaint about the contract award decision. It is not necessary for you to have requested or received a debriefing before submitting a complaint. Your claim must be submitted during the Waiting Period and received by us prior to the expiration of the Waiting Period.

Additional information:

For further information, please refer to the [ECOWAS Procurement Code as amended in October 2021](#). Please read these documents before preparing and submitting your claim.

In summary, the following four requirements are essential:

1. You must be an "interested party". In this case, this means a Consultant who has submitted a proposal as part of this selection process, and who has received a Notification of Intent to Award.
2. Complaints may only be lodged against the decision to award the contract.
3. The claim must be received before the date and time indicated above.
4. You must provide in the claim all the information required by the Procurement Rules (as described in Appendix III).

6. Waiting period

DEADLINE DATE AND TIME: the deadline date and time for the expiration of the Waiting Period is midnight on *[insert date]* (local time).

The waiting period is 15 working days from the day after the date of dispatch of this Notification of Intent to Award.

The waiting period may be extended. This may occur when we are unable to provide a debriefing within the prescribed five (5) working days. In such a case, we will notify you of the extension

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

On behalf of [insert CA name]:

Signature _____

Name: _____

Title/position: _____

Phone: _____

E-mail: _____

INSTRUCTIONS TO THE SELECTED CONSULTANT: DELETE THIS BOX AFTER COMPLETING THE FORM

This Beneficial Owner Disclosure Form must be completed by the successful Consultant. In the case of a joint venture, the Consultant must provide a separate form for each partner. Beneficial owner information must be current as of the date it is provided.

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

- directly or indirectly holds 25% or more of the shares*
- directly or indirectly holds 25% or more of the voting rights*
- directly or indirectly holds the power to appoint most of the members of the Board of Directors or equivalent authority of the*

Beneficial Owner Disclosure Form

[insert RFP title].

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

A: *[insert full name of CA].*

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

(i) we provide information on the following beneficial owners:

Identity of beneficial owner	<i>directly or indirectly holds 25% or more of the shares</i> (Yes / No)	<i>directly or indirectly holds 25% or more of the voting rights</i> (Yes / No)	<i>directly or indirectly holds the power to appoint most of the members of the Board of Directors or equivalent authority of the Consultant</i> (Yes / No)
<i>[insert full name, nationality, country of residence].</i>			

OR

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

- directly or indirectly holds 25% or more of the shares
- directly or indirectly holds 25% or more of the voting rights

- directly or indirectly holds the power to appoint most of the members of the Board of Directors or equivalent authority of the

OR

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

- directly or indirectly holds 25% or more of the shares
- directly or indirectly holds 25% or more of the voting rights
- directly or indirectly holds the power to appoint most of the members of the Board of Directors or equivalent authority of the

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

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

In the capacity of: *[indicate the capacity of the signatory].*

Signature *[insert signature]*

Dated _____ **day of** *[Insert date of signature]*

*In the case of a bid submitted by a consortium, indicate the name of the consortium or its partners as Consultant.

**The person signing must have a power of attorney given by the Consultant, to be attached to the tender.