

EBID



BANQUE D'INVESTISSEMENT ET DE DEVELOPPEMENT DE LA CEDEAO
ECOWAS BANK FOR INVESTMENT AND DEVELOPMENT
BANCO DE INVESTIMENTO E DE DESENVOLVIMENTO DA CEDEAO

Purchase of Intellectual Services (Hiring of firms)

July 2023

CONTENTS

<u>Foreword</u>	iii
<u>Section 1. Letter of Invitation</u>	3
<u>Section 2. Instructions to Consultants</u>	5
<u>Section 3. Data Sheet</u>	23
<u>Section 4. Technical proposal – Standard Forms</u>	Erreur ! Signet non défini.
<u>Section 5. Financial proposal – Standard forms</u>	39
<u>Section 6. Terms of reference</u>	56

Foreword

This Request for Proposal (RFP) for the purchase of intellectual services is an adaptation of the World Bank's standard documents for the selection of consultants.

REQUEST FOR PROPOSALS
RFP Number SMC-003/05/2023/PRMP/CDSGP/RFP/ICM

Brief summary of the service to be provided:
*Selection of a consultant for the valuation of the
Bank's property and equipment*

Client: *ECOWAS Bank for Investment and
Development (EBID)*

Section 1. Letter of Invitation

Lome, 18 July 2023

RFP N° **SMC-003/05/2023/PRMP/CDSGP/RFP/ICM**

Ladies and Gentlemen,

1. EBID is hereby inviting eligible Consultants to submit their proposals in a sealed envelope for valuation of the property and equipment of the Bank. For further information on the services in question, please refer to the Terms of Reference attached in Annex 6.
2. This Request for Proposal (RFP) has been sent to the shortlisted Consultants and groups of Consultants whose names are listed below:
3. One Consultant will be selected based on [Least Cost Selection] method.
4. This RFP includes the following sections:

Section 1 - Letter of Invitation

Section 2 - Instructions to Consultants

This section provides prospective Consultants with information to guide them in the preparation of their proposal. It also provides information on the submission, opening, evaluation, and award process.

Section 3 - Data Sheet

This section contains provisions specific to this contract, which supplement the information in Section 1 - Instructions to Consultants.

Section 4 - Technical Proposal – Standard forms

This section contains the Technical Proposal Forms to be completed by any prospective Consultant and submitted, in a separate envelope, together with all the documents that form part of the prospective Consultant's full Proposal.

Section 5 - Financial proposal – Standard form

This section contains the Financial Proposal Forms to be completed by prospective Consultants and submitted, in a separate envelope, with the set of documents that form part of the Consultant's Full Proposal.

Section 6 - Terms of reference

This section includes the detailed Terms of Reference for this contract, which outlines the nature, tasks, and obligations of the Consultant and the services to be provided.

Section 7 - Contract model

5. Deadline for submission of proposals is **31 august 2023**.

6. Please kindly inform us in writing, upon receipt, at the following address [*insert address*]: **secretariatdasg@bidc-ebid.org/ ichabimougnan@bidc-ebid.org**

- a) that you have received this letter of invitation; and
- b) that you will be submitting a proposal, either alone or in a partnership.

[To be inserted: Signature, name and title of the representative of the Client]

Section 2. Instructions to Consultants

[Note to Client: This Section 2, Instructions to Consultants, should not be modified. If modifications need to be made to reflect the specific context of the assignment, they should be made exclusively through the Data Sheet (e.g., by inserting new provisions).

Definitions

- (a) “Client” means the executing agency that signs the Contract for the Services with the selected Consultant.
- (b) “Consultant” means a legally-established professional consulting firm or an entity that may provide or provides the Services to the Client under the Contract.
- (c) “Contract” means a legally binding written agreement signed between the Client and the Consultant and includes all the attached documents listed in its Clause 1 (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Annexes).
- (d) “Data Sheet”: Section 3 which sets out the terms and conditions of the assignment.
- (e) “Day” means calendar day; unless otherwise stated, time limits are expressed in clear days, i.e. as a number of whole days, without including the day of its starting date or the last day.
- (f) Instructions to Consultants: (Section 2 of the RFP) the document that provides Consultants with requisite information to prepare their Proposal.
- (g) Letter of Invitation (Section 1 of the RFP): the Letter of Invitation sent by the Client to the Shortlisted Consultants.
- (h) Staffing: The specialised and support staff provided by the Consultant or any of its sub-consultants and assigned to perform the Services or a part thereof.
- (i) Proposal: the technical proposal and the financial proposal.
- (j) Request for Proposal (RFP): The Request for Proposal prepared by the Client for the selection of Consultants.
- (k) Services: The work to be performed by the Consultant under the Contract.
- (l) Subconsultant: Any person or entity engaged by the Consultant to perform part of the Services.
- (m) (b) Terms of Reference (ToR): the section 6 of RFP means the Terms of Reference that explain the objectives, scope of work,

activities, tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.

- (n) "Fraud and Corruption" means any action defined in the GCC (including "coercive practice," "collusive practice," "corrupt practice," "fraudulent practice," "obstructive practice," and "prohibited practice" as defined in Paragraph 1.1 of the GCC), which may result in prosecution of the Consultant, its Staff, or staff of the Client.

1. Introduction

- 1.1 The Client named in the **Data Sheet** intends to select a Consultant from those listed in the Letter of Invitation, in accordance with the method of selection specified in the Data Sheet.
- 1.2 The shortlisted Consultants are invited to submit a Technical Proposal and a Financial Proposal, for consulting services required for the assignment named in the **Data Sheet**. The Proposal will be the basis for negotiating and ultimately the Contract with the selected Consultant.
- 1.3 The Consultants should familiarise themselves with local conditions. To obtain first-hand information about the assignment and local conditions, Consultants are advised to meet with the Client prior to submitting a proposal and attend the pre-proposal conference, where provided for in the **Data Sheet**. Attendance at this meeting is not mandatory. Consultants should contact the representative of the Client mentioned in the Data Sheet to arrange a visit or obtain further information about the pre-proposal conference. Consultants should ensure that these officials are informed of their visit sufficiently in advance to make appropriate arrangements.
- 1.4 The Client will timely provide, at no cost to the Consultants, the inputs, relevant project data, and reports, assist the Consultant in obtaining the necessary approvals and permits required for the preparation of the Consultant's Proposal as specified in the **Data Sheet**.
- 1.5 The Consultants shall be responsible for all costs relating to the preparation and submission of their proposal and the contract negotiations. The Client shall be under no obligation to accept any of the proposals and reserves the right, at any time prior to award, to cancel the selection procedure without liability to the Consultant.

- 2. Conflict of Interest**
- 2.1 The Consultant is required to provide objective and impartial professional advice, at all times holding the client's interests paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work.
- 2.2 Without limitation to the generality of the foregoing, and unless stated otherwise in the Data sheet, Consultants, and any company affiliated with them, shall be deemed to have a conflict of interest and shall not be hired under the circumstances set forth below:
- Conflicting Activities**
- (i) a firm hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services.
- Conflicting Assignments**
- (ii) The Consultant (including its Experts and sub-consultants) and any of its Affiliates shall not be engaged for any assignment that, by its nature, is likely to conflict with another of their assignments for the same or another Client. For example, a Consultant engaged to prepare the civil engineering design for an infrastructure project shall not be engaged to provide an independent environmental assessment for the same project; a Consultant working with a Client on a privatisation of public property shall not acquire or advise on the purchase of such property. Similarly, a Consultant engaged to prepare the Terms of Reference for an assignment may not be engaged for that assignment.
- Conflicting relationships**
- (iii) a Consultant (including its Experts and Sub-consultants) that has a close business or family relationship with a professional staff of the Client who are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Bank throughout the selection process and the execution of the Contract..
- 2.3 The Consultant has an obligation to disclose to the Client any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Client or which might reasonably be

interpreted as having that effect. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract and/or sanctions under Clause 3.2.

2.4 Where the Consultant proposes a government official in its technical proposal, the official shall undertake to provide written attestation from his or her ministry or employer that he or she is on leave of absence from his or her previous official position and that he or she is authorised to work full time. The Consultant shall submit this undertaking to the Client as part of its Technical Proposal.

**Unfair
Competitive
Advantage**

2.5 Fairness and transparency in the selection process require that the Consultants or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. To that end, the Client shall indicate in the Data Sheet and make available to all shortlisted Consultants together with this RFP all information that would in that respect give such Consultant any unfair competitive advantage over competing Consultants.

**3. Sanctioning
misconduct on the
part of
Consultants or
successful
contractors**

3-1 Consultants and contractors shall be required to observe the highest standards of professional ethics during the award and execution of these contracts. Consultants shall be required to sign a declaration attesting to their commitment to respect the principles of transparency and ethics in public procurement, as defined in EBID's procurement policy. Sanctions may be applied by EBID's Dispute Resolution Committee to Consultants and contractors in the event of violations of the procurement regulation committed by them. A Consultant or Contractor shall be liable to such sanctions where he or she :

- a) has given or promised to give any person involved in any capacity whatsoever in the procurement process an undue monetary or another advantage, directly or through intermediaries, with a view to obtaining the contract;
- b) participated in collusive practices between Consultants in order to fix prices in proposals at artificial and non-competitive levels, thereby depriving the Client of the benefits of free and open competition;
- c) influenced the method of awarding the contract or the definition of the services in such a way as to obtain an unfair advantage;

- d) deliberately provided false or misleading information or statements in its proposal which could influence the outcome of the procurement process;
- e) has prepared payment requests that do not correspond to the services actually provided;
- f) has been found to have engaged in corrupt activities towards the public officials responsible for awarding the contract, fraudulent maneuvers with a view to obtaining the contract, unlawful agreements, unjustified failure to perform the contract where its proposal is accepted, threats, harassment or violence towards the public officials responsible for awarding the contract, or obstructive manoeuvres likely to influence the proper conduct of the procurement process;
- g) committed acts or manoeuvres with a view to obstructing investigations and enquiries by the Dispute Resolution Committee.

3.2 Violations committed shall be recorded by the Dispute Resolution Committee, which shall conduct all necessary investigations and refer the matter to all competent authorities. Without limitation to criminal proceedings and claims for damages suffered by the Client, the following sanctions may be applied, cumulatively as appropriate:

- a) Forfeiture of the guarantees provided by the offender as part of the procurement process he participated in;
- b) Exclusion from the right to compete for public contracts, outsourced public service, and partnership contracts for a period determined by the seriousness of the offence committed.

These sanctions may be extended to any company which owns the majority share of the offending company, or of which the offending company owns the majority share, where the Dispute Resolution Committee establishes that there has been collusion.

Where violations committed are established after the award of a contract, the sanction may be accompanied by the termination of the current contract or the substitution of another company at the risk of the sanctioned offender.

The offender may appeal against the decisions of the Dispute Resolution Committee at the Highest Administrative Court (Supreme Court of Togo). This appeal shall not be suspensive.

3.3 All beneficiaries of public funds, including the Client and all Consultants, suppliers, contractors, subcontractors, and consultants under EBID-financed contracts shall be required to observe the highest

standards of ethics in the award and execution of its contracts. Pursuant to this policy, the Client :

(i) shall reject a Proposal where is found that the Consultant recommended for the Contract has, directly or indirectly through an agent, engaged in Fraud and Corruption in order to obtain the Contract;

(ii) shall have the right to sanction a Consultant, including an exclusion for an indefinite or specified period, from any publicly funded procurement process where it is discovered at any time that the Consultant has been guilty, directly or through an agent, of Fraud and Corruption in connection with the procurement or execution of that Contract; and

(iii) shall have the right to demand that the Contract includes a condition whereby the successful Consultant authorises the procurement regulatory authority or any person designated by it to inspect its accounts, documents, and other records relating to the submission of a Proposal or the performance of the Contract, and hand them over to auditors appointed by the Dispute Resolution Board for verification.

4. Conditions for taking part in contracts

4.1 Only Consultants who have been notified of their pre-selection shall be allowed to submit a proposal. Consultants may be natural persons, legal persons, or any combination thereof with a formal intention to enter into an agreement or having entered into a joint agreement. In the case of a consortium, unless otherwise specified in the RFP, all member parties shall be jointly and severally liable. Consultants shall provide such documentation as the Client may reasonably require, proving to the satisfaction of the Client that they continue to be eligible to participate.

4.2 The following are not eligible to participate:

- a) bankrupt private individuals;
- b) legal persons in the process of liquidation of assets;
- c) natural or legal persons in a state of receivership unless they can prove that they have been authorised by the courts to continue their operations.
- d) natural or legal persons temporarily or permanently barred from obtaining public contracts by a decision of the Dispute Resolution Committee, a court decision, or a legislative provision.
- e) Prospective natural persons and managers of legal entities who have been convicted of a criminal offence connected with their professional activities or consisting of false or misleading statements as to their qualifications to perform the contract; in the

case of a legal entity, the above sanctions apply to its principal managers.

4.3 The above provisions shall also apply to members of a group and subconsultants.

5. Only one Proposal

Shortlisted Consultants shall submit only one proposal. If a Consultant submits or participates in multiple proposals, all such proposals shall be disqualified and rejected. This does not, however, preclude a subconsultant or the Consultant's staff from participating in more than one Proposal.

6. Proposal Validity

Proposals shall remain valid until the date specified in the **Data Sheet** after the date of submission. During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Experts. However, where necessary, the Client may request the Consultant to extend the validity period of their proposals. Consultants who agree to extend the validity of their proposals shall confirm this in writing, indicating that they are maintaining the availability of the Key experts nominated in their proposals. Consultants shall have the right to refuse to extend the validity of their proposals. However, refusal to extend the validity of the proposal shall constitute a withdrawal from the process.

7. Subcontracting

If a Shortlisted Consultant intends to partner with Consultants not on the said list and/or with one or more experts, such other Consultants or experts shall be subject to the same requirements applicable to Consultants under paragraphs 2 and 4.

8. Clarification and Amendment of RFP documents

8.1 The Consultant may request a clarification of any part of the RFP during the period indicated in the Data Sheet latest within six (6) working days before the Proposals' submission deadline. Any request for clarification must be sent in writing, or by standard electronic means, to the Client's address indicated in the Data Sheet. The Client will respond in writing, or by standard electronic means, and will send written copies of the response (including an explanation of the query but without identifying its source) to all shortlisted Consultants. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described in paragraph 8.2.

8.2 At any time before the proposal submission deadline, the Client may amend the RFP by issuing an amendment in writing or by standard electronic means. The amendment shall be sent to all shortlisted Consultants and will be binding on them. The shortlisted Consultants shall acknowledge receipt of all amendments in writing. If the amendment is substantial, the

Client may extend the proposal submission deadline to give the shortlisted Consultants reasonable time to consider an amendment in their Proposals.

9. Preparation of proposals

9.1 Consultants shall submit their proposal (paragraph 1.2) and all correspondence in English or French.

9.2 In preparing their Proposal, Consultants are expected to review the RFP documents in detail. Gross inaccuracies in the information provided may result in a proposal's disqualification and rejection.

9.3 In preparing the Technical Proposal, the Consultant must pay particular attention to the following:

- a) If a shortlisted Consultant considers that it may enhance its expertise for the assignment by associating with other consultants in the form of a Joint Venture or as Subconsultants, it may do so with either (a) non-shortlisted Consultant(s), or (b) shortlisted Consultants if permitted in the Data Sheet. In all such cases a shortlisted Consultant must obtain the written approval of the Client prior to the submission of the Proposal. When associating with one of several non-shortlisted Consultants, the shortlisted Consultant shall be a lead member. In the case of a joint-venture, the partners assume joint and several liability and shall appoint the leader of the said joint-venture.
- b) The Client may indicate in the **Data Sheet** the estimated Key Experts' time input. However, the proposal must be based on Client's estimate of staff time or budget. For assignments based on a specific budget, the available budget shall be stated in the **Data Sheet**, and the Financial Proposal shall not exceed that budget.
- c) Only one Key Expert may be proposed and only one curriculum vitae (CV) may be submitted per position.

10. Language

Consultants' reports in respect of this assignment shall be French or English. It is desirable that the Consultant's staff have a good working knowledge of French.

11. Form and content of the technical proposal

11.1 Consultants shall submit a Technical Proposal containing, as appropriate, some of the information listed in subparagraphs (a) through (f) below and shall use the Standard Forms attached in Section 4.

- a) a brief description of the Consultant's company and, in the case of a joint venture, of each partner; and an overview of its/their recent experience(s) in similar assignments. The information should be submitted using the TECH-2 Form in Section 4. For each assignment, this summary should include the names of subconsultants, and key staff involved, the duration of the assignment, the contract amount, and the Consultant's share. The information must be limited to the assignment for which the Consultant has been formally engaged by the Client in its capacity as a company or as a company participating in a joint venture. The Consultant may not submit assignments performed by key experts working privately or for other consulting firms as its own experience; however, such experience may be included in the CVs of such key experts. The Consultant must be able to justify its experience to the Client.
- b) the Form TECH 3 in Section 4 is for comments or suggestions on the Terms of Reference to (a) improve the quality and efficiency of the assignment, and the qualifications of the national staff, and (b) outline the services and facilities, including administrative support, office space, local transportation, equipment, data, etc., to be provided by the Client.
- c) a description of the proposed design, methodology, and work plan for conducting the assignment on the following topics: technical approach and methodology, work plan, organisation, and staff assignments. The Form TECH-4 in Section 4 outlines the content of this section. The work plan must be consistent with the work schedule (Form TECH-8 in Section 4) which will show the schedule for each activity in the form of a bar chart.
- d) The composition of the proposed team, by specialty, and position and tasks assigned to each team member (Section 4 Form TECH-5).
- e) Estimated Key Experts' time input required to complete the mission (Form TECH-7 in Section 4). Key expert's time must be broken down according to work at headquarters and work on the fieldwork.
- f) Curriculum vitae signed by the proposed key expert or the authorised representative of the key expert (Section 4 Form TECH-6).

- g) certificates proving that the Consultant (or if the Consultant is a joint venture or group, all the members of the joint venture or group) has (have) discharged its (their) Social Security Fund obligations, tax obligations and labour inspection obligations; this provision shall apply only to Consultants or members of Togolese joint ventures or groups or those having an office in Togo. The above certificates shall be made available at the signing the contract and the consultants shall undertake on their honour, in their proposals, that they are in good standing with the relevant authorities;
- h) an undertaking certifying that the Consultant has read and agrees to comply with the provisions of the Public Procurement Transparency and Ethics Charter.

11.2 The Technical Proposal shall not include any financial information. A Technical Proposal that includes information relating to the Financial Proposal shall be disqualified and rejected.

12. Financial Proposal

12.1 The Financial Proposal shall be prepared using the Standard Forms (Section 5). It shall list all costs associated with the assignment, including (a) remuneration of personnel (field or headquarters), and (b) reimbursable costs (in the case of a time-based contract) or other costs (in the case of a lump sum contract) listed in the **Data Sheet**. If necessary, these costs may be broken down by activity. The costs of all activities and inputs described in the Technical Proposal should be itemised. It is assumed that activities and inputs described in the Technical Proposal for which no costs are listed shall be included in the cost of other activities and inputs.

Taxes

12.2 EBID as a public international institution is exempt from all duties and taxes.

Currency of the Proposal

12.3 The Consultant shall express the prices of services in either FCFA or United States Dollars.

Commitment to the Charter of Transparency and Ethics

12.4 The Consultant shall attach to the Technical Proposal a commitment to comply with the principles of Transparency and Ethics in Public Procurement, using the template attached in Section 5

13. Submission, receipt and

13.1 The original Proposal shall not contain any additions between lines or alterations other than to correct errors that the

opening of proposals

Consultant may have made and any such corrections shall be initialled by the person(s) signing the Proposals. Letters of Submission accompanying the Technical Proposal and Financial Proposal shall be in accordance with TECH-1 Standard Letter in Section 4 and FIN-1 in Section 5, respectively.

- 13.2 An authorised representative of the Consultant shall initial all pages of the original Technical Proposal and Financial Proposal. His or her authority shall be confirmed by a written power of attorney attached to the Proposals or by any other means that establishes his or her authority. The signed Technical Proposal and Financial Proposal shall be marked "ORIGINAL".
- 13.3 The Technical Proposal shall be marked "ORIGINAL" or "COPY" as appropriate. The Technical Proposal shall be submitted in accordance with paragraph 13.5 and shall include the number of copies specified in the **Data Sheet**. All necessary copies of the Technical Proposal shall be made from the original. In the event of any discrepancy between the original and copies of the Technical Proposal, the original shall prevail.
- 13.4 Consultants shall put the original and all copies of the Technical Proposal in an envelope clearly marked "**TECHNICAL PROPOSAL**" and seal it. Similarly, the original and copies of the Financial Proposal shall be placed in a sealed envelope clearly marked "**FINANCIAL PROPOSAL**" followed by the name of the assignment and the warning "**DO NOT OPEN AT THE SAME TIME AS THE TECHNICAL PROPOSAL**". The Consultants shall then place these two envelopes in a single outer sealed envelope bearing the submission address, the reference number, and the words "**TO BE OPENED ONLY BY THE CLIENT'S EVALUATION COMMITTEE**". If the envelopes and packages with the Proposal are not sealed and marked as required, the Client will assume no responsibility for the misplacement, loss, or premature opening of the Proposal, and the proposal may be disqualified and rejected. A financial proposal not submitted in a separate envelope bearing the above information may be disqualified and rejected.
- 13.5 The Proposal or its modifications must be sent to the address indicated in the **Data Sheet** and received by the Client no later than the deadline indicated in the **Data Sheet**, or any extension to this deadline pursuant to paragraph 8.2. Any Proposal or its modification received by the Client after the

deadline shall be declared late and rejected, and promptly returned unopened. Proposals may be submitted electronically if so requested by the Client.

- 13.6 The Client's evaluation committee will open the Technical Proposals at the proposal submission deadline, and the Financial Proposal will remain sealed and will be deposited in a safe place. The Financial Proposal shall remain sealed and shall be deposited in a safe place. A report on the opening of the technical proposals will be prepared and sent to the consultants.

**14. Proposals
Evaluation**

In the period between the opening of proposals and the award of the Contract, Consultants shall refrain from contacting the Client on any matter relating to their Proposals. Any attempt to influence the Client in the examination, evaluation or ranking the Proposals or any recommendation to influence the award of the Contract may result in the disqualification and rejection of the Consultant's Proposal. Evaluators of the Technical Proposals shall access the Financial Proposals until the technical evaluation is complete.

**15. Evaluation of
the Technical
Proposals**

The proposal evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the weighted evaluation criteria and sub-criteria as specified in the **Data Sheet**. Each responsive proposal will be given a technical score (TS). A proposal will be rejected at this stage if it does not respond to important aspects of the RFP, particularly the Terms of Reference, or if it fails to achieve the minimum technical score specified in the **Data Sheet**.

**16. Financial
Proposals based
on Quality Only**

Following the ranking of the Technical Proposals, when **Proposals for** the selection is based on quality only (QBS), the top-ranked **QBS** Consultant is invited to negotiate the Contract pursuant to paragraph 19 of these Instructions.

**17. Public opening
and evaluation
of Financial
Proposals; (only
in case of
Selection based
on cost quality,
within a given
budget, and at
the least cost)**

- 17.1 Upon completion of the evaluation of technical proposal, the Client will inform the Consultants of the technical scores obtained by their Proposals. Concurrently, the Client will (a) notify Consultants whose Proposals did not obtain the minimum qualification score, or were found to be non-responsive to the Invitation for Proposals and the Terms of Reference, that their Financial Proposals will be returned to them unopened at the end of the selection process, and (b) specify the date, place and time of the opening of the Financial Proposals for those Consultants whose Technical Proposals obtained a score above the minimum qualification score. The date for the opening of the Financial

Proposals shall be determined so as to allow sufficient time for Consultants to attend the opening if they so choose.

- 17.2 The Financial Proposals shall be opened by the Client's evaluation committee in the presence of the representatives of those Consultants whose proposals have passed the minimum technical score. At the opening, the names of the Consultants, and the overall technical scores, including the break-down by criterion, shall be read aloud. The Financial Proposals will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. Copies of the record shall be sent to all Consultants who submitted Proposals.
- 17.3 The evaluation committee will (a) correct any computational or arithmetical errors, and in case of discrepancy between a partial amount (subtotal) and the total amount, or between words and figures, the former will prevail. In addition to the above corrections, and as indicated in Paragraph 12.1, activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections are made to the Financial Proposal. In case of a discrepancy between the Technical and Financial Proposals in indicating quantities of input, in case of a time-based contract, the Technical Proposal prevails and the Client's evaluation committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost, or (ii) in the case of a Lump Sum Contract, no correction shall be made to the Financial Proposal.
- 17.4 In the event of a Quality and Cost -based Selection, the lowest-priced Financial Proposal (F_m) will receive a maximum financial score (S_f) of 100 points. The financial scores (S_f) of the remaining Financial Proposals will be calculated as indicated in the **Data Sheet**. Proposals will be ranked according to their weighted technical (S_t) and financial scores (S_f) (T being the weight assigned to the Technical Proposal and P the weight assigned to the Financial Proposal; $T + P$ being equal to 1), as indicated in the **Data Sheet**: $S = S_t \times T\% + S_f \times P\%$. The Consultant with the highest combined technical and financial score will be invited to negotiations.
- 17.5 In the case of Fixed Budget Selection, the Client will select the Consultant that submitted the highest-ranked Technical

Proposal that does not exceed the budget. Those Proposals that exceed the budget shall be rejected. In the case of Least-Cost Selection (LCS), the Client will select the Consultant with the lowest evaluated total price among those consultants that achieved the minimum technical score. In both cases, the proposal price evaluated in accordance with paragraph 17.3 will be considered and the selected candidate will be invited to negotiations.

18. Confidentiality

18.1 No information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Consultants who submitted the Proposals or to any other party not officially concerned with the process, until the publication of the Contract award information. Any attempt by shortlisted Consultants or anyone on behalf of the Consultant to influence improperly the Client in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal and may be subject to the application of the sanctions in Paragraph 3.22.

19. Negotiations

19.1 The negotiations will be held at the date and address indicated in the **Data Sheet**. The invited Consultant shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations. Failure to confirm the Key Experts' availability may result in the rejection of the Consultant's Proposal and the Client proceeding to negotiate the Contract with the next-ranked Consultant. The Consultant's representative(s) must have written power of attorney to negotiate and sign a Contract on behalf of the Consultant.

Technical negotiations

19.2 The negotiations include discussions of the Technical Proposal the proposed design and methodology, work plan, Key Experts, and any suggestions made by the Consultant to improve the Terms of Reference. The Client and the Consultant will then finalise the Terms of Reference, key staffing, work schedule, logistics and reporting requirements. These documents will then be included in the "Description of Services", part of the contract. Particular attention should be paid to outlining the Client's contribution in terms of inputs and materials to ensure the successful implementation of the assignment. The Client will prepare a record of the negotiations which will be signed by the Client and the Consultant.

Financial Negotiations

19.3 Negotiations shall reflect the impact of technical changes agreed on, on the cost of the services. Except in exceptional situations, financial negotiations shall not include staff remuneration rates or other unit rates in the case of Quality-Cost

based Selection, Selection Within Budget or Least-Cost Selection. In the case of Quality-based Selection only, the Consultant shall make available to the Client information on remuneration rates and other costs that are requested in the Annex in Section 5 - Financial Proposal - Standard Form of this RFP.

Availability of Key Experts

19.4 Having based its selection of the Consultant, inter alia, on an evaluation of the proposed key experts, the Client intends to negotiate the contract. The Client shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations, the substitution of Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. If this is not the case, and if it is established that the Consultant has proposed a Key Expert without ensuring their availability, the Consultant may be disqualified. In such case, the Consultant shall offer a substitute Key Expert within the period of time specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original Consultant; the price charged for a substitute may not exceed the price charged for the Expert being substituted.

Conclusion of Negotiations

19.5 The negotiations are concluded with a review of the finalised draft Contract, which then shall be initialled by the Client and the Consultant's authorised representative. If the negotiations fail, the Client will invite the next-ranked Consultant to negotiate a Contract.

20. Contract Signing

20.1 The Client will send the initialled Contract to the Successful Consultant. Within fourteen (14) days of receiving the initialled Contract, the Successful Consultant shall sign, date and return same to the Client.

21. Notification of Award

21.1 After completing the negotiations, the Client will award the Contract. Promptly after approval by the competent authority, the Client will notify the successful Consultant of the contract by handing it over to the Consultant against a receipt or sending it by registered mail with acknowledgment of receipt or by any other means that provides a date of receipt. The date of notification will be the date of the receipt or the acknowledgement of receipt.

21.2 Unless otherwise provided for in the contract, the date of notification will be the commencement of the contractual

deadlines for the performance of the contract. The contract shall be valid for the successful Consultant only from the date of its notification.

22. Performance Guarantee

Within fourteen (14) days of receipt of notification by the Client of the award of the Contract, the successful Consultant shall furnish the performance guarantee, in accordance with the Special Conditions (Section III), using the Performance Guarantee Form set forth in the annexes to the RFP template.

23. Notice to Consultants

23.1 The Client shall, upon approval of the proposed award, promptly notify the other Consultants of the rejection of their proposals and publish a notice of award.

23.2 The notification of award shall contain at least: (i) the identification of the procurement process; (ii) the name of the successful Consultant; (iii) the amount of the contract.

23.3 After the publication of the award, unsuccessful Consultants may request in writing to the Client for a debriefing seeking explanations on the grounds on which their proposals were not selected. The Client shall respond in writing to any unsuccessful Consultant within five (5) working days, from the receipt of the request.

23.4 Within fifteen (15) days of the notification of the contract, the Client shall publish a final notification award on EBID's website at "www.bidc-ebid.org". This notification shall contain the same information indicated in paragraph 23.2 above.

24. Appeal

24.1 Unsuccessful Consultants have the right to appeal. The appeal procedure shall consist in submitting a written appeal to the Director of Administration and General Services of EBID, indicating the references of the procurement procedure and stating the reasons for the complaint, by registered mail with acknowledgment of receipt or by hand delivery against a receipt. The complaint may relate to the decision to award or not to award the contract, the conditions for publication of the notifications, the regulations governing the participation of consultants and the requirements as to capacity and guarantees, the method of award and selection procedure adopted, the conformity of the tender documents with the regulations, the technical specifications adopted and the evaluation criteria. It must be based on a clear breach of the public procurement regulations. It must be submitted within five (5) clear working days of the publication

of the contract award notification, the notice of expression of interest or the communication of the call for proposals document.

24.2 The Client is bound to respond to this appeal within a period of ten (10) working days, after which failure to do so will be deemed to constitute an automatic rejection of the appeal.

24.3 In the absence of a favourable response to the appeal, the Consultant has ten (10) working days from the receipt of the Client's reply or from the expiry of the ten (10) day period mentioned in clause 24.2 above to submit an appeal to the President of EBID.

24.4 Appeals to the President of EBID shall be made by written notification. The appeal shall be admissible only if it is based on a serious breach of the public procurement regulations and is supported by a document proving the payment of a deposit amounting to USD 4,000, which is refundable only where the appeal is successful.

Section 3. Data Sheet

[“Note ” shown in brackets throughout the text are provided for guidance to prepare the Data Sheet; they should be deleted from the final RFP to be sent to the shortlisted Consultants]

Clause Reference	
1.1	Name of Client: <i>ECOWAS Bank for Investment and Development</i> _____ Method of selection: Least cost selection) ____
1.2	Name of the Assignment: <i>Selection of a Consultant for the valuation of the property and equipment of EBID</i>
1.3	A pre-proposal meeting will be held: No The Client’s representative is: NA Telephone No. _____ Facsimile: _____ E-mail: _____
1.4	The Client will provide the following counterpart staff, services and facilities : SA
6.	The Proposal must remain valid for 90 days after the date of submission.
8.1	Requests for further clarification should only be sent by e-mail to the following address: <u>secretariatdasg@bidc-ebid.org / ichabimougnan@bidc-ebid.org</u>
9.3 (a)	Consultants may come together and form a partnership: Yes
9.3 (b)	The assignment will be executed at EBID's headquarters in Lomé, Togolese Republic. The total duration of the assignment is thirty (30) days maximum from the date of signing of the contract by EBID.
13.3	The Consultant shall submit the original and three (3) copies of this Technical Proposal and the original and three (3) copies of the Financial Proposal, separately
13.5	The Proposal should be sent to the following address: Director of Administration and General Services, office no: 505 D The Proposal must be submitted by the following date and time, at the latest: 31 august 2023 at 10:00 a.m. Proposals received after this date and time will not be accepted and will be returned unopened to the sender. As such, Consultants are encouraged to allow a margin of thirty (30) minutes before the deadline for processing. Expedite mail (DHL, EMS, Chronopost, etc.) can be accepted as proof of the date of the postmark. However, if the proposals in question are

	received physically after the opening of the proposals, they will not be accepted.
15	<p>Legal Status The Consultant shall attach to the Form TECH-1 a copy of its registration certificate or similar document, including its legal status, as well as any document showing that it intends to partner, or has partnered with the other persons to submit a Joint Proposal. If the Consultant is a Consortium, registration certificates or similar documents shall be attached for all partners in the Consortium.</p> <p>Financial Criteria The Consultant shall show proof of adequate financial standing, cash holdings, and access to credit institutions for this Contract.</p> <p>Dispute resolution and arbitration criteria The Consultant shall provide accurate information on any current or past litigation or arbitration relating to contracts completed, terminated or on-going by the Consultant within the last five (5) years. A coherent history of arbitration rulings against the Consultant, or the existence of a dispute with a very high value that could potentially threaten the Consultant's financial equilibrium, may lead to the rejection of the Proposal.</p> <p>Evaluation criteria The evaluation criteria, sub-criteria, and their respective weightings are provided in the terms of reference in annex 6.</p>

Section 4. Technical proposal- Standard forms

[Notes” shown in brackets throughout the text provide guidance to the shortlisted Consultants to prepare the Technical Proposal; they should not appear on the Technical Proposals to be submitted]

Please refer to Paragraph 11.1 of Section 2 for information on the format of the Technical Proposals, and the requisite Standard Forms.

- Tech-1. Technical Proposal Submission Letter
- Tech-2. Consultant’s organisation and experience
 - A. Organisation
 - B. Experience
- Tech-3. Consultant's comments and/or suggestions on the Terms of Reference, counterpart staff and facilities to be made available by the Client.
 - A. On the Terms of Reference
 - B. On the counterpart staffing and facilities
- Tech-4. Description of the proposed work methodology and plan for the performance of the assignment
- Tech-5. Composition of the team and the tasks of its members
- Tech-6. Model Curriculum vitae (CV) for the proposed Key Experts
- Tech-7. Staff schedules
- Tech-8. Schedule of activities (work programme)
- Tech-9. Consultant’s Financial Standing

Model commitment to adhere to the Public Procurement Transparency and Ethics Charter

FORM TECH -1 TECHNICAL PROPOSAL SUBMISSION LETTER

[Location, date]

To : [Name and address of Client]

Dear Sirs,

We, the undersigned, offer to provide consulting services for [Insert title of assignment] in accordance with your Call for Proposals dated [Insert Date] and our Proposal. “We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed in a separate envelope.

We are submitting our Proposal together with [Insert a full name and the legal address of each associate member]²

We hereby declare that all the information and statements contained in this Proposal are true and we accept that any misrepresentation contained herein may result in our disqualification.

We, along with any of our sub-consultants, subcontractors, suppliers, or service providers for any part of the contract, are not subject to the conditions of exclusion stipulated in Paragraph 4.2 of the Instructions to Consultants.

We have no conflict of interest in accordance with paragraph 2.2 of the Instructions to Consultants.

We undertake not to grant or promise to grant to any person involved in any capacity in the procurement process any undue advantage, pecuniary or otherwise, directly or through intermediaries, with a view to obtaining the contract, and in general to observe the principles of transparency and ethics in public procurement as evidenced by the commitment form attached to our financial proposal, signed by us.

If negotiations take place during the period of validity of the Proposal, i.e. before the deadline stated in paragraph 6 of the Data Sheet, we undertake to negotiate a Contract on the basis of the proposed Key Experts. Our Proposal shall be binding on us and subject to any modifications resulting from the Contract negotiations.

We undertake, if our Proposal is accepted, to initiate the Services related to the assignment promptly upon receipt of the service order to commence our services.

We remain.

Yours sincerely,

² [Delete if no joint venture is planned]

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

Name and Title of Signatory: _____

Name and address of Consultant's firm: _____

FORM TECH-2 CONSULTANT'S ORGANISATION AND EXPERIENCE

A - Organisation

[Give a brief description (two pages) of the background and organisation of your firm /company and each partner to this assignment]

B – Consultant’s Experience

[Using the form below, provide the information requested for each relevant assignment that your firm/organisation, and each partner, was legally contracted to provide, either individually as a single firm or as one of the principal partners of a joint venture, services similar to those requested in this assignment. Maximum of 20 pages]

The Consultant shall provide the full address for each client listed (contact person, fax and telephone numbers, and e-mail address). The Client shall cross-check with these addresses. Assignments with false or incomplete addresses that make it impossible for the Client to cross-check the assignment will not be considered for evaluation.

The assignments presented in Form TECH 2 must be accurate, and any declaration of false assignments will result in the rejection of the Consultant's proposal.

Assignment name:		Approximate Contract value (in FCFA):
Country: Venue:		Duration of assignment (months)
Name of Client:		Total number of employees/months who worked on the assignment:
Address:		Approximate value of services provided by your company under the contract (in francs or US dollars):
Date of commencement (month/year) :		Number of employees/months provided by consultant’s associates
Date of completion (month/year)		
Names of any consultant’s associates/partners		Names of professional staff employed in your company and the functions they carried out (state the main positions, e.g. Director/Coordinator, Team Leader, etc.)) :
Description of the project:		
Description of the actual services provided by your staff in connection with the assignment:		

Name of the Company: _____

FORM TECH –3
**CONSULTANT’S NOTE AND SUGGESTIONS ON THE TERMS OF REFERENCE,
COUNTERPART STAFFING, AND FACILITIES TO BE PROVIDED BY THE CLIENT**

A – On the Terms of Reference

[Present and substantiate any modifications and/or improvements to the ToR that you propose to improve the outcome of the assignment (e.g. deleting activities that you consider superfluous, adding others or proposing a different phasing of activities. Be concise and to the point and include these suggestions in your proposal]

B- On counterpart staffing and facilities

[Note on counterpart staffing and facilities to be provided by the Client pursuant to paragraph 1.4 of the Data Sheet, namely, administrative support staff, office space, local transportation, equipment, data, background reports, etc]

FORM TECH-4 DESCRIPTION OF APPROACH, METHODOLOGY, AND WORK PLAN PROPOSED FOR PERFORMING THE ASSIGNMENT

(In the case of very simple projects, the Client will amend the following text in italics as appropriate)

[The technical approach, methodology, and work plan for performing the assignment, are key elements of the Technical Proposal. It is suggested that the Technical Proposal be described (50 pages maximum, including the tables and graphs) divided into three chapters:

- a) Technical approach and methodology,*
- b) Work plan, and*
- c) Organisation and staff*

*a) **Technical Approach and Methodology.** In this chapter, please explain your understanding of the objectives of the assignment, the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s), and the degree of detail of such output. You must highlight the problems to be solved and their importance and explain the technical approach you will adopt to solve them. You should also explain the methodology you intend to adopt and its compatibility with the proposed approach.*

*b) **Work plan.** In this chapter, please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and your ability to translate them into a feasible working plan. A list of the final documents including reports, drawings and tables to be delivered as final output(s) should be included here. The staff schedule (Section 4, TECH-7) should be consistent with the Work Schedule (Section 4, form TECH-8)*

*c) **Organisation and Staffing.** In this chapter, please describe the structure and composition of your team. You will list the main disciplines represented, the name of the Key Expert, and a list of non-key experts.]*

Form TECH-6. MODEL CURRICULUM VITAE (CV) OF PROPOSED KEY EXPERT

1. **Position** [*one Consultant per post*]_____

2. **Name of Consultant** [*state the name of the Company proposing the Expert*]_____

3. **Name of employee** [full name]_____

4. **Date of birth** _____ **Nationality** _____

5. **Education** [*State the employee's university and other specialised studies, as well as the names of the institutions, attended, the degrees/certificates obtained and the dates on which they were obtained*]. _____

6. **Membership of professional associations/bodies** _____

7. **Other training** [*State any other training received since 5 above*]_____

8. **Countries in which the employee has worked** [*List the countries where the employee has worked over the past 10 years*] :

9. **Language skills:** [*State for each, the level of proficiency: good, average, poor in spoken, reading and written language*]

10. **Working experience:** [*Starting with present position, list in reverse order. Please provide dates, name of employing organisation, titles of positions held, types of activities performed and location of the assignment, and contact information of previous clients and employing organisation(s) who can be contacted for references.*]

From [year] _____ to [year] _____

Employer: _____

Position : _____

Form TECH-7. KEY EXPERT’S INPUTS¹

N°	Name	Staff (in the form of bar graph) ²													Total staff/month				
		1	2	3	4	5	6	7	8	9	10	11	12	n	Home	Field ³	Total		
Expatriate																			
1		[Home]																	
		[Field]																	
2																			
3																			
n																			
													Sub total						
Local																			
1		[Home]																	
		[Field]																	
2																			
n																			
													Sub total						
													Total						

Full time

Part-time

¹ For Key Experts, the input should be indicated individually. For non-Key Expert, information should be given by category (for ex.: designer, administrative staff etc.)

² Months are counted from the start of the assignment/mobilisation. For each staff member, indicate separately whether they are assigned to home or field.

³ “Field” work means work carried out outside the Consultant’s country

Form TECH-9. Consultant's Financial Standing

[The Consultant's financial capacity to mobilise and support the Services is mandatory. In the Proposal, the Consultant is required to provide information on its financial status. This requirement may be satisfied by submitting audited financial statements for the last three (3) years, supported by audit letters.

If the Proposal is submitted by a joint venture, all parties are required to submit their financial statements.

Additionally, the financial data form below shall be completed for the Consultant and all named partners. The Client reserves the right to request information on the financial capacity of the Consultant. A Consultant who fails to demonstrate through its financial documents that it has the financial capacity to perform the requested Services may be disqualified.

Financial Information	Historical information for the last three (3) years (most recent to oldest) (FCFA) OR US dollars		
	Year 1 (Year)	Year 2 (Year)	Year 3 (Year)
Information extracted from balance sheet			
(1) Total Assets (TA)			
(2) Current Assets (CA)			
(3) Total Liabilities (TL)			
(4) Current Liabilities (CL)			
Information extracted from Income Declaration			
(5) Total Turnover (TT)			
(6) Profit before Tax (BAI)			
Net Value (1) – (3)			
Current Ratio (2) / (4)			

[Provide information on current or past disputes or arbitrations over the past five (5) years as indicated in the form below].

Disputes or arbitration in the last five (5) years: No: Yes (See below)

Disputes or arbitration in the last five (5) years		
Year	Dispute	Value of the award/decision against the Consultant in FCFA

		or US Dollars

Model commitment to the Charter of Transparency and Ethics in Public Procurement

To: *[name and address of the Client]*

Dear sirs,

In submitting our proposal for [insert purpose of procurement exercise here], we, the undersigned, undertake to uphold the principles of transparency and ethics in public exercise during the procurement process and, if the proposal is accepted, during its execution.

We are aware that, as sanction, we may be temporarily or permanently excluded from public procurement, in accordance with the regulations, if it is established that we have engaged in one or more of the following practices in the course of the procurement and execution of the contract:

- corrupt activities towards public officials in charge of the procurement;
- fraudulent manoeuvres to obtain the contract;
- illegal agreements;
- unjustifiably abandoning performance of the contract if our proposal is accepted; and
- defaulting on commitments we have made.

We are also aware that these administrative sanctions are without prejudice to the criminal sanctions provided for by the laws and regulations in force.

We remain.

Yours sincerely.

Done at this _____ 20 ____

Signature _____ in the capacity of _____

Duly authorised to sign for and on behalf of the Consultant *[name of the Consultant or group of companies followed by "jointly and severally"]*.

Section 5. Financial proposal – Standard forms

{Notes to Consultant shown in brackets { } provide guidance to the Consultant to prepare the Financial Proposals; they should be deleted from the Financial Proposals to be submitted.}

The Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided in Section Section 2, paragraph 12.1. They are to be used irrespective of the selection method stipulated in paragraph 4 of the Invitation Letter

[The annex "Financial Negotiations - Breakdown of Remuneration" is to be used only for financial negotiations where the "Quality Based Selection" method is adopted, as described in Section 2, paragraph 18.3]

FIN-1. Financial Proposal Submission Letter

FIN-2. Summary of costs

FIN-3. Breakdown of costs per activity

FIN-4. Breakdown of remuneration

FIN-5. Reimbursable expenses

Annex : Financial negotiations - Breakdown of remuneration

Form FIN-1. FINANCIAL PROPOSAL SUBMISSION LETTER[Location *and date*]To : [Name *and address of Client*]

Dear Sir/Madam,

We, the undersigned, offer to provide consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal. Enclosed is our Financial Proposal in the amount of [amount in words and figures]1 FCFA, excluding VAT - taxes in USD.

Our Financial Proposal shall be binding on us, subject to any changes resulting from the Contract negotiations, until the expiration of the Proposal validity period, i.e., until the deadline stated in paragraph 6 of the Data Sheet.

We undertake not to grant or promise to grant to any person involved in any capacity in the procurement process any undue advantage, financial or otherwise, directly or through intermediaries, for the purpose of obtaining the contract, and in general to uphold the principles of transparency and ethics in public procurement, as evidenced by the attached undertaking form, signed by us.

We remain

Yours sincerely

Signature of authorised representative: _____

Name and title of the signatory: _____

Name and address of Consultant: _____

Address : _____

Form FIN -2 SUMMARY OF COSTS

Items	Cost			
	FCFA			
Total cost of the financial proposal ¹				

¹ State the total costs, exclusive of taxes, to be paid by the Client. These total amounts must be the sum of the subtotals shown on all Form FIN-3 submitted with the Proposal.

Form FIN-3 BREAKDOWN OF COST PER CTIVITY¹

Group of activities (Stages): ² _____	Description: ³ _____			
Cost element	Costs			
	FCFA OR USD			
Remuneration ⁴				
Reimbursable expenses ⁴				
Subtotals				

- 1 Form FIN-3 must be completed for at least the entire engagement. In some cases, some of the activities require different billing and payment arrangements (e.g., when the assignment is divided into phases that each have a different timeline); the consultant shall complete a different Form FIN-3 for each group of activities. The total of the subtotals of all Forms FIN-3 must correspond to the Total Cost of the Financial Proposal indicated on Form FIN-2.
- 2 The names of the activities (Steps) must be the same as, or correspond to, those indicated in the second column of Form TECH-8.
- 3 Brief descriptions of the activities for which the cost breakdown is provided on this form.
- 4 Remuneration and Reimbursable Expenses must correspond to the Total Costs reported on Forms FIN-4 and FIN-5, respectively.

Form FIN-4. BREAKDOWN OF REMUNERATION ¹
 (This Form FIN-4 is only for when a Time-Based Contract is included in the RFP)

Group of activities (Stages): _____							
Name ²	Position ³	Staff rate/month ⁴	Time spent Input ⁵ (Staff x/months)	FCFA			
Expatriate staff							
		[Home]					
		[Field]					
Staff cost							
		[Home]					
		[Field]					
Total cost							

- 1 Form FIN-4 must be completed for each of the FIN-3 forms provided.
- 2 Key Experts must be listed individually; Non-Key Experts must be listed by category (e.g., draftsman, administrative).
- 3 Key Expert positions must match those listed on Form TECH-5.
- 4 Separately indicate the staff rate/month for home and field work.
- 5 Indicate separately for home and field work the total number of staff expected to perform the group of activities or step listed on the Form.
- 6 For each staff member, indicate the compensation separately for home and field work. Remuneration = Staff rate/month x Input.

FORM FIN-4 BREAKDOWN OF REMUNERATION ¹

(This Form is to be used only when a lump sum Contract is included in the RFP. The information submitted on this Form will be used only to determine the amounts of payments to the Consultant for additional services requested by the Client)

Name ²	Position ³	Staff rate/month
Expatriate		
		[Home] ----- [Field]
		----- ----- -----
		----- ----- -----
		----- ----- -----
		----- ----- -----
		----- ----- -----
		----- ----- -----
		----- ----- -----
		----- ----- -----
		----- ----- -----
		----- ----- -----
Local staff		
		[Home] ----- [Field]
		----- ----- -----
		----- ----- -----
		----- ----- -----
		----- ----- -----

1. Form FIN-4 must be completed for the same Key Expert and Non-Key Expert listed on Form TECH-7.
2. Key Expert must be listed individually; Non-Key Expert must be listed by category (e.g., draftsman, administrative).
3. Key Expert positions must match those listed on the Form TECH-5

Form FIN-5 Breakdown of reimbursable costs (only in the case of time-based contracts)¹

Group of activities (Stages): _____								
N°	Items ²	Unit	Unit cost ³	Quantity	FCFA			
	Per diem	Day						
	Internal trips ⁵	Trip						
	Travel cost	Trip						
	Communication cost between <i>[Name of location]</i> and <i>[name of location]</i>							
	Plans, reproduction of reports							
	Equipment, instruments, materials, supplies etc.							
	Shipment of personal effects	Trip						
	Use of computers, software							
	Lab tests.							
	Subcontracts							
	Local transportation							
	Office rental, administrative							
	Training of Client staff ⁶							

1 Form FIN-5 must be completed as appropriate for each Form FIN-3 provided.

2 Delete items not applicable or add additional items in accordance with Section 3.6 of the Data Sheet.

3 Enter the unit cost.

4 Indicate the cost of each reimbursable item. Cost = unit cost x quantity.

5 Indicate the route of each trip and whether it is one-way or round-trip.

6 Only if training is an essential element as defined in the Terms of Reference.

FORM FIN-5 BREAKDOWN OF OTHER COSTS

(This Form is to be used only where a lump sum Contract is included in the RFP. The information on this Form is used only to calculate payments to the Consultant for any additional services requested by the Client.)

N°	Item ¹	Unit	Unit cost ²
	Per diem	Day	
	Foreign trips ³	Trip	
	Miscellaneous	Trip	
	Communication costs between [<i>name of the location</i>] and [<i>name of the location</i>]		
	Plans, reproduction of reports		
	Equipment, instruments, materials, supplies, etc.		
	Sending personal effects	Travel	
	Use of computers, software		
	Lab tests.		
	Subcontracts		
	Local transportation		
	Office rental, administrative support		
	Training of the client staff ⁴		

1 Delete items not applicable or add other items in accordance with paragraph 12.1 of the Special Data.

2 Indicate the unit cost.

3 Indicate the route of each trip and whether it is one-way or round-trip.

4 Only if training is an essential element as defined in the Terms of Reference.

ANNEX**Financial negotiations
Breakdown of remuneration**

(Not to be used if cost is a factor in evaluating Proposals)

1. Review of Remuneration

1.1 Staff remuneration includes salaries, payroll taxes, overhead, profit (fee), and any bonuses or allowances paid for field assignments. A form showing the breakdown of the remuneration elements is attached to assist the consultant in preparing for financial negotiations (no financial information should be included in the Technical Proposal). The agreed breakdown forms are part of the negotiated contract.

1.2 The Client, as a custodian of public funds, is to ensure that the Consultant's financial proposal is reasonable. During negotiations, the Client will review the audited financial statements on which the Consultant's rates of remuneration are based, certified by an independent auditor. The Consultant must agree to disclose audited financial statements for the past three fiscal years to support his rates and to accept that his proposed rates will be subject to rigorous review. Details of the rates are discussed below.

(i) Salary

This is the gross periodic cash salary paid to an employee at the Consultant's head office. It does not include any field or other allowance (unless included by law or official regulation).

(ii) Bonuses

Bonuses are normally paid out of the profits earned. Since the Client does not intend to make double payments, bonuses to staff are not included in the salary. If the Consultant's accounts are such that its payroll percentage and overhead costs are based on the total revenues, including bonuses, these percentages must be adjusted downward proportionately. If the law allows for the payment of a thirteenth month, there is no need to reduce the profit element. Any discussion of bonuses should be based on audited accounting records, which will be considered confidential.

(iii) Social Security charges

Social security contributions are the non-cash benefits paid by the Consultant to his employees. They cover, inter alia: pension, health and life insurance, and vacation and sick leave. the cost of leave for statutory holidays is not an acceptable social security expenditure, nor is the cost of leave taken during an assignment if no substitute staff has been provided. Additional leave taken at the end of an

assignment in accordance with the Consultant's leave policy is an acceptable employee benefits expense.

(iv) Cost of leave

The rules for calculating the cost of the total number of annual leave days as a percentage of base salary are as follows:

$$\text{Cost of leave as a percentage of salary} = \frac{\text{days off} \times 100}{(365 - w - fl - a - m)}$$

It is important to note that leave can only be considered an employee benefit expense only if it is not charged to the Client.

(v) Overhead costs

Overhead costs are those operating expenses of the Consultant that 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 home office expenses (working time of associates, non-billable work time, work time of senior officials managing the project, rent, support staff, studies, staff training, marketing, etc.), the cost of staff not currently engaged in revenue-generating activities, corporate taxes, and corporate promotion expenses. During negotiations, audited financial statements, certified by an independent auditor, detailing overhead costs for the past three years should be available for review, along with comprehensive lists of the items that make up these overhead costs and the percentage of base salary that each represents. As the Client will not accept any additional mark-up for social security charges, overhead costs, and other costs relating to any non-permanent staff employed by the Consultant, the latter will only be entitled to the payment of the administrative costs and commissions on the sums it invoices monthly for subcontracted staff.

(vi) Profit

The profit margin is expressed as a percentage of the total of salaries, benefits and overhead costs. Travel and other reimbursable expenses (unless they require the acquisition of an exceptional volume of equipment) cannot be included in the basis for calculating profits.

(vii) Field allowance or bonus

Some Consultants pay expatriate allowances to their staff assigned in the field. These allowances are calculated as a percentage of salary and cannot be charged to overhead costs or profit. In such cases, the amount of the latter is shown under social security charges, with the net amount of the allowance shown separately.

(viii) Subsistence Allowances (or per diem)

Subsistence allowances are not part of the pay but are paid separately.

2. Reimbursable expenses

- 2.1 Financial negotiations also include items such as incidentals and other costs (including surveys, equipment, office rent, supplies, travel abroad and to Togo, computer rentals, start-up and completion costs, insurance, and printing costs). These amounts may be a lump sum or reimbursable, upon presentation of the corresponding invoices.

Standard form

Company:
Assignment:

Country:
Date:

Consultant's statement of costs and expenses

We hereby confirm that:

- (a) the base salaries shown below are based on payroll records and reflect the current salaries of the Staff members shown; these salaries have not been increased outside the framework of the annually agreed salary increases applicable to all Staff of the company;
- (b) certified copies of the latest salary statements of the indicated staff members are attached;
- (c) the mission allowances indicated below are those which the Consultant has agreed to pay for this assignment to the staff members indicated;
- (d) the coefficients for social and overhead costs indicated below were based on the average cost incurred by the firm over the past three years as shown in the firm's financial statements; and
- (e) these coefficients do not include bonuses or other forms of profit sharing.

[Name of the consulting firm]

Authorized representative

_____ Date

Name

_____ Position

KEY EXPERT WAGE RATE (BREAKDOWN)

CONSULTANT’S STATEMENT OF COSTS AND EXPENSES

(Expressed in FCFA or US dollars)

Staff		1	2	3	4	5	6	7	8
Name	Position	Base salary per month/day/working hour	Social security contributions ¹	Overheads ¹	Subtotal	Profit margin ²	Mission/expat allowance. ¹	Agreed fixed rate per month/day/business hour	Agreed fixed rate ¹
Home									
Field									

1 Expressed as a percentage of (1)

2 Expressed as a percentage of (4)

Section 6. Terms of Reference

TERMS OF REFERENCE FOR THE SELECTION OF A CONSULTANT FOR THE VALUATION OF THE PROPERTY AND EQUIPMENT OF THE BANK

Contents

I. General presentation of EBID	Erreur ! Signet non défini.
II. Objectives and contents of the assignment	Erreur ! Signet non défini.
1. Audit of the Bank's annual financial statements	Erreur ! Signet non défini.
2. Scope of the assignment.....	58
III. Deliverables	58
IV. Duration of assignment.....	Erreur ! Signet non défini.
V. Eligibility criteria	Erreur ! Signet non défini.
VI. Evaluation criteria.....	Erreur ! Signet non défini.
VII. Contents of the proposal.....	Erreur ! Signet non défini.
VIII. Presentation and submission of proposals	Erreur ! Signet non défini.
IX. Information	Erreur ! Signet non défini.
X. Opening of proposals	61
XI. Cost of submission.....	61
XII. Taxes and incidentals	Erreur ! Signet non défini.
XIII. Currency of the proposal.....	61

EBID in brief

The ECOWAS Bank for Investment and Development (EBID) is an international financial institution owned by the fifteen (15) Member States of ECOWAS, namely Benin, Burkina Faso, Cape Verde, Côte d'Ivoire, The Gambia, Ghana, Guinea, Guinea-Bissau, Liberia, Mali, Niger, Nigeria, Senegal, Sierra Leone and Togo as the shareholders. EBID emerged after the transformation of the erstwhile Fund for Cooperation, Compensation and Development of the Economic Community of West African States (ECOWAS Fund) into a Regional Holding Company with two (2) subsidiaries, decided at the twenty-second session of the Authority of Heads of State and Government held in December 1999.

By decision A/DEC.3/06/06 dated June 14, 2006, the ECOWAS Heads of State and Government agreed to reorganise the Holding Company as one unified entity with two subsidiaries: ERDF and ERIB. The new entity has two operational windows, one dedicated to the private sector and the other to the public sector.

The authorised capital of EBID is two billion five hundred million Units of Account (UA 2 500 000 000) made up of two million five hundred thousand (2 500 000) shares with a nominal value of one thousand (1000) UA. The called-up capital is of UA 700 000 000.

The objectives defined in Protocol A/P2/12/01 which serves as the Bank's Articles of Association are:

- Contribute to attaining the objectives of the Community by supporting infrastructure projects relating to regional integration or any other development projects in the public and private sectors;
- Assist in the development of the Community by funding special programmes through its subsidiaries.

For its operations, EBID has the following:

- a Board of Governors (General Assembly), a supreme body made up of the representatives (Ministers of Finance and or Economic Planning) of the ECOWAS Member States;
- a ten (10) member Board of Directors, including one (1) for Nigeria, one (1) for Ghana, one (1) for Côte d'Ivoire, six (6) for the other Member States, and an ex officio Chairman. The members of the Board of Directors are appointed by the Board of Governors.

- a Senior Management (a President and two Vice-Presidents) responsible for the day-to-day management of the Bank.

Objectives and content of the assignment

VALUATION OF THE BANK'S PROPERTY, PLANT, AND EQUIPMENT

EBID intends to conduct a valuation of all its property, plant, and equipment at its headquarters in Lomé (Togo). The purpose of the assignment is to enable the Bank improve the management of its assets and update its financial statements, registers and reports.

The expert will be required to value land, machinery, buildings, and other fixed assets using the asset valuation method in accordance with IAS 16.

SCOPE OF THE ASSIGNMENT

The scope covers all fixed assets of EBID at its head office.
The assets include, but are not limited to, the following:

- a) Land
- b) Buildings
- c) Machines and motor vehicles
- d) Office furniture and equipment
- e) Computers and accessories
- f) Maintenance tools and equipment

Deliverables

At the end of the assignment, the service provider is required to produce a detailed and comprehensive report.

Well-bound hard copies of the report must be submitted in addition to electronic copies of the report in editable (Ms Excel) and non-editable (PDF) format shared by email.

The report (hard copy and electronic copy) must include:

- Description of the asset
- Include physical location, units, date of acquisition and original cost etc.
- Location of asset
- Inventory number
- Asset serial number
- Asset status (in service/obsolete)
- Asset category
- Open market value for assets identified as obsolete
- Any other relevant comments

Duration of assignment

The successful consultant will be required to complete the assignment and produce the deliverables within thirty (30) days of the commencement of the assignment.

Eligibility Criteria

The following criteria and sub-criteria shall be used to evaluate the technical proposal:

- | | |
|--|---------------|
| - Experience of the firm | 25 pts |
| ○ General experience | 10 pts |
| ○ experience in valuation assignments..... | 15 pts |
| - Methodology and work schedule | 40 pts |
| ○ Technical approach and methodology | 20 pts |
| ○ Work schedule | 20 pts |
| - Qualification and competence of key staff | 35 pts |
| ○ Valuation expert, assignment/project leader (Minimum 20 years' experience) | 15 pts |
| ○ Valuation expert, Manager (Minimum 10 years' experience) | 10 pts |

- Supervisor (Minimum 7 years' experience) 5 pts
- Senior (Minimum 5 years' experience) 5 pts

The minimum technical score required is 75 points over 100.

Content of the proposals

The technical proposal must include all the information necessary for proper evaluation thereof, including:

- Presentation of the firm (corporate form, addresses, location, areas of activity, organisation, professional references, membership of a network, etc.);
- proposed work methodology;
- schedule and deadlines for the conduct of the assignment;
- organisation of the team, the curriculum vitae and copies of the certificates of the team members;
- Social Security Clearance Certificate;
- Tax Clearance Certificate for the last three years;
- proof of membership to an international network.

The financial proposal will be presented net of taxes and will include:

- a proposal submission letter;
- a detailed financial proposal in the form of a bill of quantities, estimates or a price schedule.

The financial proposal must also include all costs (fees, reimbursable costs and other disbursements). The conditions of the contract concluded are not subject to revision during the term of the contract.

EBID reserves the right to have all information verified and possibly reject any Consultant who supplied false or incomplete information.

Opening of proposals

Proposals will be opened in the presence of representatives of the firms who so wish. Prior to the examination of the proposals, the Chairman of the Committee shall make known any observations that may have been raised by the candidates.

Selection will be based on the lowest cost in accordance with EBID's procurement procedures. The three highest scoring Consultants will be ranked in order of merit. The other unsuccessful candidates will be informed by mail.

The costs indicated must be included in the contract subject of this call for proposals and must be maintained by the Consultant for the duration of the contract.

Cost of submission

All costs relating to the preparation and submission of the proposal shall be borne by the Consultant, and under no circumstances shall such costs be passed on to the Bank, irrespective of the progress or outcome of the tender procedure.

Taxes and incidental costs

EBID is an international organisation under the Headquarters Agreement signed with the Government of Togo. Consequently, the prices and rates included in the financial offer MUST be exempt from all taxes.

Currency of the financial proposal

Proposals shall be expressed in CFA francs or US dollars at the Consultant's discretion.