



REQUEST FOR PROPOSALS

TRANSACTION ADVISORY SERVICES For Phase II: Feasibility Study on Business Opportunities for Women in a Changing Energy Value Chain in West Africa

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NEPAD-IPPF
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PROJECT PREPARATION
FACILITY

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REQUEST FOR PROPOSAL (RFP)

Dear Consultant,

LETTER OF INVITATION (LOI)

1. INTRODUCTION

1.1 You are hereby invited to submit a technical and financial proposal for consulting services required for the Assignment named in the attached LOI Data Sheet (referred to as “Data Sheet”). Your proposal could form the basis for future negotiations and ultimately a contract between your firm and the ECOWAS CENTRE FOR RENEWABLE ENERGY AND ENERGY EFFICIENCY named hereinafter “ECREEE”.

1.2 A brief description of the Assignment and its objectives are given in the Data Sheet.

1.3 The Assignment shall be implemented in accordance with the phasing indicated in the Data Sheet. When the Assignment includes several phases, continuation of services for the next phase shall be subject to satisfactory performance of the previous phase, as determined by ECREEE.

1.4 To obtain first-hand information on the Assignment, you are encouraged to contact ECREEE before submitting a proposal and attend a pre-proposal conference if specified in the Data Sheet. Your representative shall meet (electronically or in-person) the officials named in the Data Sheet. For in-person visits, please ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements. You must fully inform yourself of local conditions and take them into account in preparing your proposal.

1.5 ECREEE shall provide the inputs specified in the Data Sheet.

1.6 Please note that (i) the costs of preparing the proposal and of negotiating the contract, including a visit to ECREEE, are not reimbursable as a direct cost of the Assignment; and (ii) ECREEE is not bound to accept any of the proposals submitted.

1.7 We wish to remind you that in order to avoid conflicts of interest, (i) any firm providing goods, works, or services with which you are affiliated or associated is not eligible to participate in bidding for any goods, works, or services (other than the Services and any continuation thereof) resulting from or associated with the project of which this Assignment forms a part; and (ii) any previous or ongoing participation in relation with the project by your firm, its professional staff, its affiliates or associates under a contract with ECREEE may result in rejection of your proposal. You should clarify your situation in that respect with ECREEE before preparing the proposal.

2. DOCUMENTS

2.1 To prepare a proposal, please use the attached Documents listed in the Data Sheet.

2.2 Consultants requiring a clarification of the Documents must notify ECREEE, in writing, not later than ten (10) days before the proposal submission date. Any request for clarification shall be sent in writing to the ECREEE officials' email addresses indicated in the Data Sheet. ECREEE shall respond in writing to such requests, and copies of the response shall be sent to all invited Consultants.

2.3 At any time before the submission of proposals, ECREEE may, for any reason, whether at its own initiative or in response to a clarification requested by an invited consulting firm, modify the Documents by amendment. The amendment shall be sent in writing to all invited consulting firms and will be binding on them. ECREEE may at its discretion extend the deadline for the submission of proposals.

3. PREPARATION OF PROPOSAL

3.1 You are requested to submit a technical and a financial proposal. Your proposal shall be written in English.

Technical Proposal

3.2 In preparing the technical proposal, you are expected to examine all terms and instructions included in the Documents. Failure to provide all requested information shall be at your own risk and may result in rejection of your proposal.

3.3 During preparation of the technical proposal, you must give particular attention to the following:

(ii) Subcontracting part of the Assignment to regional consultants is considered desirable. However, subcontracting costs may not exceed 25 percent of the total proposed contract price. Sub-consultants shall satisfy the conditions of eligibility required by ECREEE.

(iii) The estimated number of key professional staff-months required for the Assignment is stated in the Data Sheet. Your proposal should be based on a number of key professional staff-months substantially in accordance with the above number.

(iv) The majority of the key professional staff proposed shall be permanent employees of the firm, unless otherwise indicated in the Data Sheet.

(v) Proposed staff must have experience outside their own country, preferably under conditions similar to those prevailing in the country of the Assignment.

(vi) No alternative to key professional staff may be proposed, and only one curriculum vitae (CV) may be submitted for each position.

(vii) Study reports must be in the Language(s) specified in the Data Sheet. Working knowledge of the other language by the firm's personnel is recommended.

3.4 Your technical proposal shall provide the following and any additional information, using the formats attached in Appendix 1:

(i) A brief description of the Consultant's organization and an outline of recent experience on assignments of a similar nature. For each assignment, the outline should indicate, inter alia, the profiles of the staff provided, duration, contract amount and firm involvement.

(ii) Any comments or suggestions on the TOR, and a description of the methodology (work plan) that the Consultants propose to execute the services, illustrated with bar charts of activities and graphics of the Critical Path Method (CPM) or Program Evaluation Review Technique (PERT) type, if appropriate.

(iii) The composition of the proposed staff team, the tasks which would be assigned to each, and their timing.

(iv) CVs recently signed by the proposed key professional staff or an authorized manager in the home office. Key information should include number of years with the firm, and degree of responsibility held in various assignments during the last ten (10) years.

(v) Estimates of the total time effort (person x months) to be provided to carry out the Assignment, supported by bar chart diagrams showing the time proposed (person x months) for each professional staff member.

(vi) The Consultant's comments, if any, on the data, services and facilities to be provided by ECREEE and indicated in the TOR.

(vii) If the Data Sheet specifies training as a major component of the Assignment, a detailed description of the proposed methodology, staffing, budget and monitoring.

3.5 The technical proposal shall not include any financial information.

Financial Proposal

3.6 The financial proposal should list the costs associated with the Assignment. These normally cover remuneration for staff (foreign and local, in the field and at headquarters), subsistence (per diem, housing), transportation (international and local, for mobilization and demobilization), services and equipment (vehicles, office equipment, furniture and supplies), printing of documents, surveys. These costs should be broken into foreign and local costs. Your financial proposal should be prepared using the formats attached in Appendix 2.

3.7 The financial proposal shall take into account the tax liability and cost of insurances specified in the Data Sheet.

3.8 Costs should be expressed in US Dollars (US\$).

4. SUBMISSION OF PROPOSAL

4.1 You shall submit one original technical proposal and one original financial proposal and the number of copies of each indicated in the Data Sheet. Each technical proposal and financial proposal shall be marked “ORIGINAL” or “COPY” as appropriate. The original and all copies of the technical proposal shall be placed in a sealed envelope clearly marked “Technical Proposal”. In the same way, the original and all copies of the financial proposal shall be placed in a sealed envelope clearly marked “Financial Proposal”. These two envelopes, in turn, shall be sealed in an outer envelope bearing the address and information indicated in the Data Sheet. The envelope shall be clearly marked:
“DO NOT OPEN, EXCEPT IN PRESENCE OF THE BID OPENING COMMITTEE.”

4.2 In the event of any discrepancy between the copies of the proposals, the original shall govern. The original and each copy of the technical and financial proposal shall be prepared in indelible ink (in print) and shall be signed by the authorized Consultant’s representative. The representative’s authorization shall be confirmed by a written power of attorney accompanying the proposals. All pages of the technical proposal shall be initialed by the person or persons signing the proposal.

4.3 The proposal shall contain no interlineation or overwriting except as necessary to correct errors made by the Consultants themselves. Any such corrections shall be initialed by the person or persons signing the proposal.

4.4 The completed technical and financial proposals shall be delivered on or before the time and date stated in the Data Sheet. All late submission will be rejected.

4.5 The proposals shall be valid for the number of days stated in the Data Sheet from the date of its submission. During this period, you shall keep available the professional staff proposed for the assignment. ECREEE shall make its best effort to complete negotiations at the location stated in the Data Sheet within this period.

5. WITHDRAWAL OF PROPOSAL

5.1 Proposals may be withdrawn by written or telegraphic notice received at any time prior to award. Proposals may be withdrawn in person by a proposer or his authorized representative, provided his identity is made known and he signs a receipt for the withdrawal of the offer prior to award.

6. MODIFICATION OF PROPOSAL

Except as otherwise decided by ECREEE, modifications to proposals must be received not later than the closing date and time specified for receipt of proposals made in response to the request for proposals. Modifications must be made by written or telegraphic notice which clearly identifies the proposals being modified, the nature of the modification, the reference of the request for proposals as well as the closing date and time for receipt of proposals. Modifications must be delivered in writing to the office designated for receipt of proposals with the reason(s) for the modifications.

7. PROPOSAL EVALUATION

7.1 A two-stage procedure shall be adopted in evaluating the proposals. The technical evaluation shall be carried out first, followed by the financial evaluation. Firms shall be ranked using a combined technical/financial score, as indicated below.

Technical Proposal

7.2 The evaluation committee appointed by ECREEE shall carry out its evaluation, applying the evaluation criteria and point system specified in the Data Sheet. Each responsive proposal shall be attributed a technical score. Firms scoring less than 70 points shall be rejected and their financial proposals returned unopened.

Financial Proposal

7.3 Following the ranking of the Technical Proposals, when the selection is based on quality only (QBS), the top-ranked Consultant is invited to negotiate the Contract.

7.4 Only the Financial Proposal of the technically top-ranked responsive Consultant is opened by the evaluation committee. All other Financial Proposals are returned unopened after the Contract negotiations are successfully concluded and the Contract is signed.

7.5 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.

8. NEGOTIATIONS

8.1 Prior to the expiration of proposal validity, ECREEE shall notify the successful Consultant that submitted the top ranked and responsive proposal in writing by registered letter, cable, telex or facsimile and invite it to negotiate the Contract. The aim is to reach agreement on all points and initial a draft contract by the conclusion of negotiations.

8.2 Negotiations shall commence with a discussion of your technical proposal, the proposed methodology (work plan), staffing and any suggestions you may have made to improve the TOR. Agreement shall then be reached on the final TOR, the staffing, and the bar charts, which shall indicate activities, staff, periods in the field and in the home office, staff months, logistics and reporting. Special attention shall be paid to optimizing the required outputs from the Consultants within the available budget and to defining clearly the inputs required from ECREEE to ensure satisfactory implementation of the Assignment.

8.3 Changes agreed upon shall then be reflected in the financial proposal, using proposed unit rates.

8.4 Having selected Consultants on the basis of, among other things, an evaluation of proposed key professional staff, ECREEE expects to negotiate a contract on the basis of the staff named in the proposal. Prior to contract negotiations, ECREEE shall require assurances that the staff members will be actually available. ECREEE shall not consider substitutions during contract negotiations except in cases of unexpected delays in the starting date or incapacity of key professional staff for reasons of health.

8.5 The negotiations shall be concluded with a review of the draft form of the contract. ECREEE and the Consultants shall finalize the contract to conclude negotiations. If negotiations fail, ECREEE shall invite the Consultants that received the second highest score to Contract negotiations.

9. AWARD OF CONTRACT

9.1 The contract shall be awarded after successful negotiations with the successful Consultants. Upon successful completion of negotiations, ECREEE shall promptly inform the other Consultants that their proposals have not been selected.

9.2 The selected Consultant is expected to commence the Assignment on the date and at the location specified in the Data Sheet.

10. CORRUPT OR FRAUDULENT PRACTICES

10.1 ECREEE requires that Consultants under Bank financed contracts, observe the highest standard of ethics during the selection and execution of Bank-financed contracts¹. In pursuance of this policy, the Bank:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

(i) "corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party²;

(ii) "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party³ to obtain financial or other benefit or to avoid an obligation;

(iii) "collusive practice" is an arrangement between two or more parties⁴ designed to achieve an improper purpose, including to influence improperly the actions of another party;

(iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party⁵;

(v) "obstructive practice" is

(aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or

(bb) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 1.22 (e) below.

(b) will reject a proposal for award if it determines that the consultant recommended for award, or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

(d) will sanction a firm or an individual, at any time, in accordance with prevailing Bank's

¹ In this context, any action taken by a consultant or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers, and/or their employees, to influence the selection process or contract execution for undue advantage, is improper.

² For the purpose of this sub-paragraph, "another party" refers to a public official acting in relation to the selection process or contract execution. In this context, "public official" includes Bank staff and employees of other organizations taking or reviewing selection decisions

³ For the purpose of this sub-paragraph, "party" refers to a public official; the terms "benefit" and "obligation" relate to the selection process or contract execution, and the "act or omission" is intended to influence the selection process or contract execution.

⁴ For the purpose of this sub-paragraph, "parties" refers to participants in the procurement or selection process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish contract prices at artificial, non-competitive levels, or are privy to each other's bid prices or other conditions.

⁵ For the purpose of this sub-paragraph, "party" refers to a participant in the selection process or contract execution.

sanctions procedures⁶, including by publicly declaring such firm or individual ineligible either indefinitely or for a stated period of time, (i) to be awarded a Bank-financed contract; and (ii) to be a nominated⁷ as sub-consultant, supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and

(e) will require that a clause be inserted in the RFP and in contracts financed by the Bank, requiring consultants and their agents, personnel, sub-consultants, sub-contractors, service providers, or suppliers, to permit ECREEE to inspect all accounts, records and other documents relating to the submission of proposals and contract performance and to have them audited by auditors appointed by ECREEE.

10.2 ECREEE reserves the right, where a firm has been found by a national or international entity to have engaged in corrupt or fraudulent practice, to declare that such a firm is ineligible, for a stated period of time, to be awarded a Bank-financed contract.

10.3 ECREEE reserves the right to incorporate, in contracts financed under the Administrative and Capital Expenditure Budgets, a provision requiring consultant to permit ECREEE to inspect their accounts and records relating to the performance of the contract and to have them audited by auditors appointed by ECREEE.

11. CONFIRMATION OF RECEIPT

11.1 Kindly inform ECREEE by telex/facsimile;

- (i) that you received the letter of invitation;
- (ii) whether you will submit a proposal; and
- (iii) if you plan to submit a proposal, when and how you will transmit it.

⁶ A firm or an individual may be declared ineligible to be awarded a Bank-financed contract (i) upon completion of the Bank's sanctions proceedings as per its sanctions procedures, including, inter alia, cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks, or otherwise decided by the Bank, and through the application of the Proposal for the Implementation of a Sanctions Process within the African Development Bank Group; and (ii) as a result of temporary suspension or early temporary suspension in connection with an on-going sanctions proceeding. See footnote 13 and paragraph 9 of Appendix 1 of the Rules and Procedures for the Use of Consultants

⁷ A nominated sub-consultant, supplier, or service provider is one which has been included by the consultant in its proposal because it brings specific and critical experience and know-how that are accounted for in the technical evaluation of the consultant's proposal for the particular services.

LOI DATA SHEET

RFP Clause #001

1.1 The name of the Assignment is:

TRANSACTION ADVISORY SERVICES for Phase II: Feasibility Study on Business Opportunities for Women in a Changing Energy Value Chain in West Africa

1.2 The description and the objectives of the Assignment are:

Phase 2 of the project concerns mobilising funds for women-owned businesses in these 4 project areas based on the project templates developed in phase I (i.e. feasibility study). Thus, Phase 2 will go beyond the four countries covered in Phase 1 and will focus on creating a self-sustaining structure that will enable an increasing number of women energy entrepreneurs to benefit from the feasibility study done.

To this end, the Transaction Advisor will undertake the following:

1. Background documentation and Preparatory work

- i. Review the feasibility study documents produced with the view of updating the documents, where necessary. These documents are the feasibility study report for the four projects, including their tender dossier and design documents.
- ii. Define options/modalities for executing the projects, i.e. partnerships, project bundling possibilities and creation of Special Purpose Vehicles (with private or public-sector entities), and other structures (project & financial) best suited for mobilising funds to support women entrepreneurs in executing the projects.
- iii. From these documents, the consultant will produce simplified information sheets per projects (as well as project structures), which will be used by the consultant in promoting the projects among female entrepreneurs and potential technical and financial partners across ECOWAS countries, starting with the four pilot countries (Nigeria, Ghana, Cote d'Ivoire and Senegal).

2. Investment pipeline

- i. Define the profile (minimum requirement) of women entrepreneurs for the ECOWAS Women in Energy Investment Pipeline, i.e. maturity of company, company valuation, experience, etc.
- ii. Develop a Submission Template for women entrepreneurs who would like to be included in the ECOWAS Women in Energy Investment Pipeline. The Submission Template should take into consideration the various project structures to be defined by the consultant (enterprise level execution, project bundling, SPV, etc.). Development of the pipeline will commence with a timed period (the specific months/timeframe to be proposed by the consultant), after which submission of interest to be included in the pipeline will be on a rolling basis.

- iii. Define selection criteria for women entrepreneurs and select the initial set of entrepreneurs for the Investment Pipeline.
- iv. Define and implement communication/promotional activities that will ensure that the targeted women entrepreneurs are reached, informed and are supported to submit their applications to be included in the Investment Pipeline.
- v. Provide an advisory/facilitatory role in inter-enterprise formations, i.e. Partnerships for project bundling, SPVs.

3. Mobilization of financial and technical partners

- i. Identify development finance institutions (DFIs), funds (Private Equity), banks and energy companies, etc. that will be interested in forming a coalition aimed at addressing the issue of women's access to finance. Specifically these are public and private sector institutions interested in participating in these projects – providing debt, equity, credit enhancement as well as various forms of business support.
- ii. Define and execute strategy for connecting financial and technical partners with entrepreneurs in the ECOWAS Women in Energy Investment Pipeline.

1.3 Phasing of the Assignment (if any): Not applicable

1.4 Pre-Proposal Conference: Yes ___ No X

The names and addresses of the Officials are:

Ms MADUEKWE Monica
 Project Manager
 E-mail: mmaduekwe@ecreee.org

Mr. BANGOURA Seydou Kassory
 Principal Procurement Officer ECOWAS Commission
 E-mail: sbangoura@ecowas.int

Mr. OLIVEIRA Alcides
 Admin HR Officer ECREEE
 E mail: adeoliveira@ecreee.org

1.5 ECREEE shall provide the following inputs:

Annex 1: Deliverables from Component 1 (Phase 1)

- I. Project Concept Note
- II. ToR- Prefeasibility Study
- III. Prefeasibility Study (FINAL)
- IV. Concept Note- Validation Workshop
- V. Inception Report- Component 1
- VI. Workshop Report – Validation Workshop
- VII. Women Energy Entrepreneurs Database
- VIII. Project Final Report

- IX. Periodic Status Report
- X. Promotional Video

Annex 2: Deliverables from Component 2 (Phase 1)

- XI. Kick Off meeting report
- XII. Draft feasibility study report
- XIII. Video documentary on results achieved and expected in the region
- XIV. Final feasibility study report, including tender dossier and design documents
- XV. Participation in ESEF event and AIF forum
- XVI. Organisation of Roadshow meetings
- XVII. Final report

1.6 The Documents are:

- I. Letter of Invitation (LOI)
- II. LOI Data Sheet
- III. Terms of Reference
- IV. Format for Technical Proposal
- V. Format for Financial Proposal
- VI. Contract Sample

1.7 The address of ECREEE to send any request for clarification is:

ECOWAS CENTRE FOR RENEWABLE ENERGY AND ENERGY EFFICIENCY,
“Achada Santo Antonio, Electra Building 2nd Floor, C.P 288, Praia, Cape Verde”,
“Project Manager, Monica Maduekwe”; MMaduekwe@ecreee.org : Telephone: +238 2604649
- Fax: +238 2624614

1.8 The estimated number of key professional staff months is: 5 man-months

1.9 Majority of key proposed staff shall be permanent employees of the Consultants:

Yes X No

1.10 Reports must be written in the following language(s): English

1.11 Training is an important feature of this Assignment: Yes No X

1.12 Tax liability, insurances (description or reference to appropriate documentation):
See AFDB Rules and Procedures for the Use of Consultants

1.13 In addition to the original, the number of copies of the proposal required is: Two (2)

ECOWAS CENTRE FOR RENEWABLE ENERGY AND ENERGY EFFICIENCY,
“Achada Santo Antonio, Electra Building 2nd Floor, C.P 288, Praia, Cape Verde”, Telephone:

+238 2604649 - Fax : +238 2624614

1.14 The date and time of proposal submission are: **17th of December 2020, 10.00 AM Cape Verde time.**

1.15 Validity period (days): 90 days

1.16 The location is: (*Home, with visits to relevant ECOWAS Countries*)

1.17 The points given to the evaluation criteria are:

	Weights
Consultant's experience relevant to the Assignment	10%
Understanding of the Terms of Reference and Methodology	45%
Qualifications of Key Personnel	40%
Experience with ECOWAS, AfDB and International Donors	5 %
Total	100 %

The points given to the evaluation of sub-criteria for qualifications of key experts are:

	Weights
General Qualifications and adequacy for the assignment to be undertaken	30 %
Similar experience in the area of expertise of the assignment described in the Terms of Reference	50 %
Experience with international donors	10 %
Language proficiency	5 %
Knowledge of the Region (environment of the Assignment)	5 %
Total	100 %

1.18 Commencement of Assignment (date): 17th of January 2021.

TERMS OF REFERENCE (TOR)

1. Introduction

In 2017, the ECOWAS Centre for Renewable Energy and Energy Efficiency (ECREEE) received financing from the African Development Bank Group, through the NEPAD Infrastructure Project Preparatory Facility (IPPF) Special Fund, towards the project “Feasibility Study on Business Opportunities for Women in a Changing Energy Value Chain in West Africa”.

The project seeks to ensure that the region meets its goal of universal energy access for its over 300 million people, by developing a high-quality gender responsive, regional energy market development strategy that taps into the innate entrepreneurial capacity of ECOWAS women. Harnessing this capacity would lead towards increasing the establishment of women-owned energy businesses and the deployment of energy technologies to meet the energy needs of the region’s largely unserved population.

The *Feasibility Study on Business Opportunities for Women in a Changing Energy Value Chain in West Africa* project is a product of the ECOWAS Policy for Gender Mainstreaming in Energy Access which aims, among others, to increase women’s participation in energy-related fields in the private sector by 25% by 2020 and 50% by 2030.

The project was divided into two technical components, namely:

1. Prefeasibility study
2. Feasibility study

Having completed these two components successfully, ECREEE is seeking the services of a transaction advisory specialist to develop, structure, package, advice and manage outputs for phase 2 of the project, which includes i.e. mobilisation of funds for women-owned energy businesses in West Africa.

2. Background

The *Feasibility Study on Business Opportunities for Women in a Changing Energy Value Chain in West Africa* project kicked- off with a pre-feasibility study, implemented by an individual consultant. The assignment led to the selection of four pilot countries and sectors, as follow:

1. Nigeria: Development of Liquefied Petroleum Gas Distribution business in Nigeria with possibilities to replicate the same model in Côte d'Ivoire, Ghana, and Senegal
2. Ghana: Development of a Solar based electricity generation system and solar lighting product distribution business in Ghana with possibilities to replicate in Nigeria, Cote d’Ivoire, and Senegal
3. Cote d’Ivoire: Identification and development of Smart Applications for Energy Consumers in Cote d’Ivoire with possibilities to replicate in Senegal, Nigeria, and Ghana
4. Senegal: Development of a Clean Energy Powered Mini and Micro Grid electricity generation and distribution business in Senegal with provision for development in Nigeria, Cote d’Ivoire, and Ghana

The methodology followed in arriving at these countries and projects are documented in the **Prefeasibility Study Report**.

See full list of deliverables of Prefeasibility Study component in Annex 1.

At the **feasibility study stage**, the engineering consulting firm, RINA SpA, was contracted with the objective to develop four bankable feasibility study templates (information memorandums) which would be used by women entrepreneurs, either working or interested in working with that product or service, to secure investment (from a commercial bank, investment agency, etc.).

The four projects are expected to support women entrepreneurs in:

- Streamlining their current businesses into that product and/or service,
- diversify into that product and/or service,
- Set-up a new entrepreneurial venture dealing in that product and/or service.

From the list of female entrepreneurs compiled at the prefeasibility stage, the consultant selected four women champions to further assess the market’s readiness.

In selecting the four women champions, the consultant considered:

1. The percent shareholding in the proposed company that will guarantee full decisional power of the woman entrepreneur;
2. The level of involvement and the commitment shown during the definition of the concept;
3. The profile of enterprises, including the technical know-how and the knowledge of the market;
4. The available resources to ensure minimum equity contribution (30% equity) that could actively participate in the project development and make more efficient its implementation;
5. The geographical location (Nigeria, Senegal, Ghana, Cote d’Ivoire);

The Feasibility Study report is available upon request.

The key information from the feasibility study on the final four projects have been summarized in the following tables:

Table 2.1: Subproject 1 – Nigeria

DEVELOPMENT OF LIQUEFIED PETROLEUM GAS (LPG) DISTRIBUTION BUSINESS IN NIGERIA	
Location within the Country	Surroundings of Port Harcourt
Industry sector	LPG sector
Project Description	The project is the setting up of an LPG Distribution Business, with a 40 MT storage capacity (LPG Refill/Bottling Plant). The Plant will consist of: <ul style="list-style-type: none"> ✓ administrative offices; ✓ storage facilities to store LPG; ✓ Filling/bottling unit. The filling unit will be covered by a shed. There will be in-process piping and instrumentation within the Plant.
Objective	The overall objective of this project is the setting up of an LPG Refill/Bottling Plant (40MT Storage Capacity) by a potential female entrepreneur.
Expected results	The LPG distribution business will improve the supply of LPG around the Plant location and its environs and will create about 300 jobs and business opportunities for intending female entrepreneurs that want to venture into the LPG retail business. <p>In general, the project is expected to provide the following services</p> <ul style="list-style-type: none"> ✓ Sales and distribution of LPG. The project foresees the distribution of 544,000 Kg (30% of the quantity sold concerns 5kg bottle filling and 70% 12.5 kg bottle filling ✓ Sales of LPG cookers, cylinders and accessories. ✓ Provision of technical services e.g. gas cooker repair and servicing workshop,

	<p>maintenance of cylinder valves etc.</p> <p>This business will contribute in limiting the use of kerosene or solid fuels for cooking, largely responsible for different diseases. The creation of the business will also limit the proliferation of the illegal commerce of LPG cylinders.</p>
Project size (in USD)	US\$ 490,000
Origin of capital (70-30)	70% loan 30% equity
Project Target Return (IRR)	Approx. 35.67% (on equity and debt)
Action required/implementation arrangement	<p>Task 1: a) Land Acquisition; b) Environmental Impact Assessment (EIA) – preliminary ESIA performed as part of the feasibility study. c) Detailed Engineering Design –To be executed as part of the feasibility study;</p> <p>Task 2: Procurement (LPG Storage tanks, LPG Dispensers, Pumps and valves);</p> <p>Task 3: Statutory Permits (Town Planning Permit, Fire Safety Permit and Police Permit);</p> <p>Task 4: Statutory Approval (Approval to Construct {ATC});</p> <p>Task 5: Contracting (Contract Award);</p> <p>Task 6: Material Procurement & Construction/Installation Works;</p> <p>Task 7: Pre-Commissioning & Commissioning;</p> <p>Task 8: Personnel Training (Technical & Safety);</p> <p>Task 9: Statutory Approval (License to Operate [LTO])</p>
Period of implementation	12 Months

Table 2.2: Subproject 2 – Ghana

DEVELOPMENT OF SOLAR BASED ELECTRICITY GENERATION SYSTEMS AND SOLAR LIGHTING PRODUCT DISTRIBUTION BUSINESSES IN GHANA	
Location within the Country	Northern and Volta regions
Industry sector	Off- grid solar home systems with potential for expansion to grid connected as market develops.
Project Description	The business involves the selection, importation and sale of off-grid solar home systems to rural households and communities
Objective	The objective is the development of a sustainable stand-alone solar business that enables women to start, own, operate and develop their own business. In details, the aim is to supply up to approximately 7300 off-grid solar home units over the first 5 years. During this time a distribution and sales network will be established, capable of diversifying and expanding the operation in subsequent years.
Expected results	<ul style="list-style-type: none"> ✓ Provision of around 7300 solar home systems in the first 5 years which will benefit to approximately 51,000 people. The amount of sold kW will reach 1624 kW during the same period. ✓ Establishment of a network of distributors throughout rural Ghana connecting energy consumers with the business and import capability; ✓ Recruitment and education of a small (10+) workforce of female distribution/sales entrepreneurs and installers with skills in management, sales and technology; ✓ Support and technical staff to assist in the training, installation and maintenance; ✓ Development of technical expertise to identify opportunity for local manufacture in Ghana; ✓ Enhanced partnerships with existing electrical retailers; ✓ Future development opportunities for potential grid connected solar home

	<p>systems;</p> <ul style="list-style-type: none"> ✓ Increased access to electrical power; ✓ Reduced reliance on kerosene lamps; ✓ reduced CO2 emissions ✓ Stimulated rural economy and industry.
Project size	US\$ 255,000
Origin of capital	70 % loan 30% Equity
Project Target Return (IRR)	74.63%
Action required/implementation arrangement	<p>Task 1: Statutory approval</p> <p>Task 2: Sign lease on operating hub</p> <p>Task 3: Specific system design to individual needs</p> <p>Task 4: Value engineer</p> <p>Task 5: Development of sales network on going</p> <p>Task 6: Procure initial batch</p> <p>Task 7: Assembly of systems</p> <p>Task 8: Logistics for distribution</p> <p>Task 9: Installation, commissioning and training</p> <p>Task 9: Post-sales support including operation and maintenance</p>
Period of implementation	Implementation Phase: 1 year

Table 2.3: Subproject 3 – Senegal

FEASIBILITY STUDY ON PV MINI-GRID BUSINESS OPPORTUNITIES FOR WOMEN IN A CHANGING ENERGY VALUE CHAIN IN SENEGAL	
Location within the Country	The regions of Matam and Louga, north west of Senegal are the heart of the pastoral zone. Since women-led dairy companies and other small manufacturing activities as well as community that suffers from lack of energy have been identified in the pastoral zone of Louga, the location will be in the city of Dahra in the Louga region.
Industry sector	PV Mini grid- system
Project Description	<p>The project foresees to install mini-grids powered by PV- battery Hybrids, in area located around 10 km from the national electrical Medium Voltage (MV) Transport-grid.</p> <p>The project plans the implementation of at least ten (10) mini grids with a capacity between 40 and 100 kWp each, with a pilot phase of two (2) mini-grid of 40kWp that will be implemented in Dahra, in the region of Louga. This PV mini-grids will be combined with a 2 - 3 km, 230V three (3) phase overhead distribution grid delivers electricity (up to 100) households, (2) schools, (2) health-center, (8) businesses, 40 Street Public Lighting and 02 dairies.</p>
Objective	The overall objective of this project is the implementation of PV mini-grids to bring electricity to off-grid population of Senegal by a potential female entrepreneur.
Expected results	<p>Women and Young people will be stabilized in their localities due the additional incomes and the availability of electricity. In details, it is expected from the project:</p> <ul style="list-style-type: none"> ✓ In the current regulatory environment in Senegal, the project plans to achieve in the short term 10 Mini-grids in order to make mini-networks attractive to donors:

	<ul style="list-style-type: none"> ✓ Data and legibility on power demand for productive electricity from value chains; ✓ Clean and affordable electricity will be provided to strengthen women processing activities especially dairies but also catering, hairdressing, cyber (photocopy and internet connection) and metalworking, woodworking, tailors, ice makers, battery charging, renting and mechanics; ✓ Electrical equipment at low energy consumption will be promoted to impulse opportunities in agricultural value chains (agriculture, livestock, fishing), small industries / light industries (carpentry, welding, tailoring, ice making), repair and distribution services (mobile phone repair and charging), hairdressing shop, point services; ✓ Win-win partnerships for the expansion of the mini-grid ecosystem.
Project size (in USD and local currency)	US\$ 1.2 M for 20 minigrid
Source of capital (70-30)	10% equity, 70% govt. grant and 20% loan.
Project Target Return (IRR)	12.09%
Action required/implementation arrangement	<p>To drive the project to completion and operational phase; the following activities are to be implemented:</p> <p>Task 1 Authorization/License Procedure</p> <p>Task 2: Implementation of the local support mechanism</p> <p>Task3-Task 6: Engineering, procurement and constructions of solar mini grid</p> <p>Task 3: Building housing electrical equipment;</p> <p>Task 4: Supply of equipment: solar PV modules, solar PV inverters, battery bank, mounting structures, cables, collection boxes, the low voltage distribution grid</p> <p>Task 5: Equipment transportation in situ</p> <p>Task 6: Installation work and their commissioning; (civil engineering for the PV module support/mounting structures and electrical engineering for the solar power plant and the Low Voltage (LV) overhead distribution grid)</p> <p>Task 7: Setting up the local system of exploitation</p> <p>Task 8: Connecting customers</p>
Period of implementation	12 months

Table 2.4: Subproject 4 – Cote d’Ivoire

IDENTIFICATION AND DEVELOPMENT OF SMART APPLICATIONS FOR ENERGY CONSUMERS IN COTE D’IVOIRE	
Location within the Country	Mainly implemented in Abidjan at first and other big cities later (Yamoussokro, Bouaké, Daloa, San Pedro, Divo, Korhogo, Anyama, Abengourou, Man, Gagnoa, Soubré)
Industry sector	Energy Efficiency; Big Data Management
Project Description	<p>The service proposed is related to smart application and smart devices able to show, monitor and control smart devices and energy consumption. This smart application, available under three different versions corresponding to the level of complexity, enables users to manage their energy in an efficient way via a web-based (mobile) platform. The application features will be the following:</p> <ul style="list-style-type: none"> ✓ The User classification and profiling, based on machine learning methods, provides details about the users and their building (household or business). ✓ The User data driven consumption prediction of an apartment or a family house (e.g. target of energy consumption (in kWh)).

	<ul style="list-style-type: none"> ✓ The Monitoring, which provides users with in real-time detailed information about energy consumption; historical data; current level of energy consumption respect to the level of previous months; reduction targets. ✓ The Control of devices/equipment on the network of the building. ✓ Recommendations on how to improve energy consumption based on the users' habits and set targets. ✓ Notifications when consumption is higher than expected or reached a defined level. ✓ Intuitive and user-friendly user-interface. Intuitive simple environment with aesthetic design, incorporating all the functions and information expected from the application. ✓ Comparison of energy consumption either with the average of the same user segment or with that of most efficient users.
Objective	The overall objective of this project is to create an innovative women-led company to enable electricity consumers in Côte d'Ivoire to control their energy consumption. The process will include installing the digital platform, providing technical support, maintaining the system and integrating intelligent devices to customer requirements.
Expected results	<p>Growth in:</p> <ul style="list-style-type: none"> ✓ the number of customers subscribing to the application's services and solutions; ✓ the volume of communicating energy saving equipment sold; ✓ the reduction of Energy consumption; ✓ the reduction of Greenhouse gas emissions; ✓ the number of houses connected; ✓ the penetration rate of the application and the degree of customer satisfaction.
Project size (in USD and local currency)	US\$ 2.2M
Origin of capital (70-30)	30% equity 70% loan
Project Target Return (IRR)	35.1%
Action required/implementation arrangement	<p>The key activities to allow the realization of the project begin with the implementation of the intelligent application with a usability and consumer suitability test. Once the technology is ready, a marketing campaign will be launched to raise awareness. Finally, continuous improvement of the application must take place with the various updates that will be made during its implementation.</p> <p>The key activities to make smart application a market-ready business solution are summarized in:</p> <ul style="list-style-type: none"> ✓ Software development for an ad hoc solution (customization of the application according to the level of complexity described above), in order to satisfy customer needs. ✓ Development of mobile applications (Android and IOS). ✓ Creating a website to promote the application by showing its functions ✓ The collection and processing of data from intelligent devices/equipment. ✓ Periodic maintenance, optimization and improvement of software tools. ✓ The import and sale of energy saving equipment such as solar systems, energy saving lamps and intelligent street lamps, home automation equipment and others.
Period of implementation	Implementation Phase: 2020-2021 (14 months)

3. Scope of Work: Phase II of the project on Feasibility Study on Business Opportunities for Women in a Changing Energy Value Chain in West Africa

Phase 2 of the project concerns mobilising funds for women-owned businesses in these 4 project areas based on the project templates developed in phase I (i.e. feasibility study). Thus, Phase 2 will go beyond the four countries covered in Phase 1 and will focus on creating a self-sustaining structure that will enable an increasing number of women energy entrepreneurs to benefit from the feasibility study done.

To this end, the Transaction Advisor will undertake the following:

4. Background documentation and Preparatory work

- iv. Review the feasibility study documents produced with the view of updating the documents, where necessary. These documents are the feasibility study report for the four projects, including their tender dossier and design documents.
- v. Define options/modalities for executing the projects, i.e. partnerships, project bundling possibilities and creation of Special Purpose Vehicles (with private or public-sector entities), and other structures (project & financial) best suited for mobilising funds to support women entrepreneurs in executing the projects.
- vi. From these documents, the consultant will produce simplified information sheets per projects (as well as project structures), which will be used by the consultant in promoting the projects among female entrepreneurs and potential technical and financial partners across ECOWAS countries, starting with the four pilot countries (Nigeria, Ghana, Cote d'Ivoire and Senegal).

5. Investment pipeline

- vi. Define the profile (minimum requirement) of women entrepreneurs for the ECOWAS Women in Energy Investment Pipeline, i.e. maturity of company, company valuation, experience, etc.
- vii. Develop a Submission Template for women entrepreneurs who would like to be included in the ECOWAS Women in Energy Investment Pipeline. The Submission Template should take into consideration the various project structures to be defined by the consultant (enterprise level execution, project bundling, SPV, etc.). Development of the pipeline will commence with a timed period (the specific months/timeframe to be proposed by the consultant), after which submission of interest to be included in the pipeline will be on a rolling basis.
- viii. Define selection criteria for women entrepreneurs and select the initial set of entrepreneurs for the Investment Pipeline.
- ix. Define and implement communication/promotional activities that will ensure that the targeted women entrepreneurs are reached, informed and are supported to submit their applications to be included in the Investment Pipeline.

- x. Provide an advisory/facilitatory role in inter-enterprise formations, i.e. Partnerships, project bundling, SPVs.

6. Mobilization of financial and technical partners

- iii. Identify development finance institutions (DFIs), funds (Private Equity), banks and energy companies, etc. that will be interested in forming a coalition aimed at addressing the issue of women's access to finance. Specifically these are public and private sector institutions interested in participating in these projects – providing debt, equity, credit enhancement as well as various forms of business support.
- iv. Define and execute strategy for connecting financial and technical partners with entrepreneurs in the ECOWAS Women in Energy Investment Pipeline.

6.1 Deliverables

Within 10 working days of the signing of the contract, the transaction advisor shall submit an Inception Report giving a detailed work plan.

The transaction advisor shall submit Interim Reports each two weeks describing progress of work, updated work schedule, and any key constraints encountered by the transaction advisor in the performance of the activities.

4. Qualification

The transaction advisor will comprise a team, managed by a single lead advisor. The members of the team will have the skill and experience necessary to undertake the range of tasks set out in this terms of reference.

Each individual on the team must be personally available to do the work as and when required.

The lead advisor will be held accountable, in terms of the transaction advisor contract, for ensuring project deliverables and for the professional conduct and integrity of the team.

The skills and experience required in the transaction advisory team are as follows:

- financial analysis and project finance experience through to financial close
- PPP procurement and structuring
- legal, with relevant law and experience in the drafting and negotiating of partnership agreements, including in establishing SPVs
- technical due diligence and advice on project structuring and contracts
- Project planning management
- Project facilities management
- relevant expertise in the 4 projects
- negotiations
- contract management
- Project management.

5. Management of transaction advisor by ECREEE

A PMU, led by a project manager, has been established by ECREEE to take full responsibility for managing the transaction advisor's work and for ensuring delivery on the project. The project manager will engage regularly

with the transaction advisor for efficiently completing the various delivery items.

The transaction advisor, ECREEE PMU and the NEPAD-IPPF Task Manger will meet at least monthly and the transaction advisor will report progress at these meetings, as instructed by the project manager.

The project manager will confirm that the transaction advisor has satisfactorily completed each deliverable before invoices can be submitted to the NEPAD-IPPF Task Manager.

Appendix I

Appendix I. Formats For Technical Proposal

- 1A Technical Proposal submission form
- 1B Firm's references
- 1C Comments and suggestions of consultant
- 1D Description of approach and Methodology in responding to the terms of reference
- 1E Format of curriculum vitae (CV) for proposed key experts
- 1F Work schedule and planning for deliverables
- 1G Team composition, assignment, and key experts' inputs

1A. TECHNICAL PROPOSAL SUBMISSION

FROM:

TO:

Sir/Madam:

Subject: Hiring of Consultancy Service for

Regarding Technical Proposal

I/We _____ Consultant/Consultancy firm herewith enclose a Technical Proposal for selection of my/our firm/organization as Consultant for _____.

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

OR

If the Consultant’s Proposal includes Sub-consultants, insert the following: We are submitting our Proposal with the following firms as Sub-consultants: {Insert a list with full name and address of each Sub-consultant.}

We hereby declare that all the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by ECREEE and/or may be sanctioned by the Bank.

We understand that ECREEE is not bound to accept any Proposal that ECREEE receives.

Yours faithfully,

Signature: _____
(Authorized Representative)

Full Name: _____

Designation: _____

Address: _____

Contact information (phone and e-mail): _____

{For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached}

1B. FIRM'S REFERENCES

Relevant Services Carried Out in the Last Five Years Which Best Illustrate Qualifications

Using in the format below, provide information on each reference assignment for which your firm, either individually as a corporate entity or as one of the major companies within a consortium, was legally contracted.

Assignment Name:		Country:
Location within Country:		Professional Staff Provided by Your Firm:
Name of Bank:		Nº of Staff:
Address:		Nº of Staff Months:
Start Date (Month/Year):	Completion Date (Month/Year):	Approx. Value of Services (in USD):
Name of Associated Firm(s), if any:		Nº of Months of Professional Staff Provided by Associated Firm(s):
Name of Senior Staff (Project Director/Coordinator, Team Leader) involved and functions performed:		
Narrative Description of Project:		
Description of Actual Services Provided by Your Staff:		

Consultants' Name:

1C. COMMENTS/SUGGESTIONS OF CONSULTANT

On the Terms of Reference (TOR): (Ref. 3.4 ii - LOI)

- 1.
 - 2.
 - 3.
 - 4.
 - 5.
- etc.

On the data, services, and facilities to be provided by ECREEE indicated in the TOR :(Ref. 3.4 vi – LOI)

- 1.
 - 2.
 - 3.
 - 4.
 - 5.
- etc.

1D. DESCRIPTION OF APPROACH, METHODOLOGY, AND WORK PLAN IN RESPONDING TO THE TERMS OF REFERENCE

This form gives a description of the approach, methodology and work plan for performing the assignment, including a detailed description of the proposed methodology and staffing for training, if the Terms of Reference specify training as a specific component of the assignment.

{Suggested structure of your Technical Proposal

- a) Technical Approach and Methodology
- b) Work Plan
- c) Organization and Staffing

a) **Technical Approach and Methodology.** {Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/copy the TORs in here.}

b) **Work Plan.** {Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by ECREEE), 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 ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.}

c) **Organization and Staffing.** {Please describe the structure and composition of your team, including the list of the Key Experts, Non-Key Experts and relevant technical and administrative support staff.}

1E. FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED KEY EXPERTS

Position Title and No.	{e.g., K-1, TEAM LEADER}
Name of Expert:	{Insert full name}
Date of Birth:	{day/month/year}
Country of Citizenship/Residence	

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

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

Period	Employing organization and your title/position. Contact information for references	Country	Summary of activities performed relevant to the Assignment

Membership in Professional Associations and Publications:

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

Adequacy for the Assignment:

Detailed Tasks Assigned on Consultant's Team of Experts:	Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks
{List all deliverables/tasks as in 1F in which the Expert will be involved}	

--	--

Expert's contact information: (e-mail.... phone.....)

Certification:

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

{Day/month/year}

Name of Expert	Signature	Date
----------------	-----------	------

{Day/month/year}

Name of authorized Representative of the Consultant (the same who signs the Proposal)	Signature	Date
---	-----------	------

1F. WORK SCHEDULE AND PLANNING FOR DELIVERABLES

N°	Deliverables ¹ (D-..)	Months												
		1	2	3	4	5	6	7	8	9	n	TOTAL	
D-1	{e.g., Deliverable #1: Report A													
	1) data collection													
	2) drafting													
	3) inception report													
	4) incorporating comments													
	5)													
	6) delivery of final report to ECREEE}													
D-2	{e.g., Deliverable #2:.....}													
n														

- 1 List the deliverables with the breakdown for activities required to produce them and other benchmarks such as the ECREEE’s approvals. For phased assignments, indicate the activities, delivery of reports, and benchmarks separately for each phase.
- 2 Duration of activities shall be indicated in a form of a bar chart.
3. Include a legend, if necessary, to help read the chart.

1G. TEAM COMPOSITION, ASSIGNMENT, AND KEY EXPERTS' INPUTS

N°	Name	Expert's input (in person/month) per each Deliverable (listed in TECH-5)										Total time-input (in Months)			
		Position		D-1		D-2		D-3	D-...			Home	Field	Total
KEY EXPERTS															
K-1	{e.g., Mr. Abbbb}	[Team Leader]	[Home]	[2 month]	[1.0]	[1.0]									
			[Field]	[0.5 m]	[2.5]	[0]									
K-2															
K-3															
n															
											Subtotal				
NON-KEY EXPERTS															
N-1			[Home]												
			[Field]												
N-2															
n															
											Subtotal				
											Total				

- 1 For Key Experts, the input should be indicated individually for the same positions.
- 2 Months are counted from the start of the assignment/mobilization. One (1) month equals twenty two (22) working (billable) days. One working (billable) day shall be not less than eight (8) working (billable) hours.
- 3 "Home" means work in the office in the expert's country of residence. "Field" work means work carried out in the ECREEE's country or any other country outside the expert's country of residence.

F [shaded] input
 P [hatched] input

Appendix 2. Formats for Financial Proposals

- 2A. Financial Proposal Submission Form
- 2B. Summary of Price Proposal
- 2C. Breakdown of remuneration
- 2D. Breakdown of reimbursable expenses

2A. FINANCIAL PROPOSAL SUBMISSION FORM

FROM:

TO:

Sir/Madam:

Subject: Hiring of Consultancy Service for

Regarding Price Proposal

I/We _____ Consultant/Consultancy firm herewith enclose the Price Proposal of my/our firm/organization as Consultant for _____.

Our attached Financial Proposal is for the amount of {Indicate the corresponding to the amount(s) currency(ies)} {Insert amount(s) in words and figures}.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal.

Yours faithfully,

Signature _____
(Authorized Representative)

Full Name _____
Designation _____
Address _____

{For a joint venture, either all members shall sign or only the lead member/consultant, in which case the power of attorney to sign on behalf of all members shall be attached}

2B. SUMMARY OF PRICE PROPOSAL

<i>Item</i>	<i>Insert Local Currency,</i>	USD
Cost of the Financial Proposal		
Including:		
(1) Remuneration		
(2) [<i>Reimbursable</i>]		
Total Cost of the Financial Proposal: { Should match the amount in Form FIN-1 }		

Consultant must state the proposed Costs in accordance with the exchange rate dated on 24/09/18

2C. BREAKDOWN OF REMUNERATION

When used for Lump-Sum contract assignment, information to be provided in this Form shall only be used to demonstrate the basis for the calculation of the Contract's ceiling amount; to calculate applicable taxes at contract negotiations; and, if needed, to establish payments to the Consultant for possible additional services requested by ECREEE. This Form shall not be used as a basis for payments under Lump-Sum contracts

A. Remuneration							
No.	Name	Position (as in 1G)	Person-month Remuneration Rate	Time Input in Person/Month (from 1G)	{Currency # 1- as in 2B}	{Currency # 2- as in 2B}	{Local Currency- as in 2B}
Key Experts							
K-1			[Home]				
			[Field]				
K-2							
Non-Key Experts							
N-1			[Home]				
N-2			[Field]				
Total Costs							

Sample Form

Consultant:
Assignment:

Country:
Date:

Consultant's Representations Regarding Costs and Charges

We hereby confirm that:

- (a) the basic fees indicated in the attached table are taken from the firm's payroll records and reflect the current rates of the Experts listed which have not been raised other than within the normal annual pay increase policy as applied to all the Consultant's Experts;
- (b) attached are true copies of the latest pay slips of the Experts listed;
- (c) the away- from- home office allowances indicated below are those that the Consultant has agreed to pay for this assignment to the Experts listed;
- (d) the factors listed in the attached table for social charges and overhead are based on the firm's average cost experiences for the latest three years as represented by the firm's financial statements; and
- (e) said factors for overhead and social charges do not include any bonuses or other means of profit-sharing.

[Name of Consultant]

Signature of Authorized Representative

Date

Name: _____

Title: _____

Consultant's Representations Regarding Costs and Charges

(Expressed in [insert name of currency])*

<i>Personnel</i>		<i>1</i>	<i>2</i>	<i>3</i>	<i>4</i>	<i>5</i>	<i>6</i>	<i>7</i>	<i>8</i>
<i>Name</i>	<i>Position</i>	<i>Basic Remuneration Rate per Working Month/Day/Year</i>	<i>Social Charges¹</i>	<i>Overhead₁</i>	<i>Subtotal</i>	<i>Profit²</i>	<i>Away from Home Office Allowance</i>	<i>Proposed Fixed Rate per Working Month/Day/Hour</i>	<i>Proposed Fixed Rate per Working Month/Day/Hour¹</i>
<i>Home Office</i>									
<i>ECOWAS MEMBER COUNTRY</i>									

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

1. Expressed as percentage of 1
2. Expressed as percentage of 4

2D. BREAKDOWN OF REIMBURSABLE EXPENSES

When used for Lump-Sum contract assignment, information to be provided in this Form shall only be used to demonstrate the basis for calculation of the Contract ceiling amount, to calculate applicable taxes at contract negotiations and, if needed, to establish payments to the Consultant for possible additional services requested by the ECREEE. This form shall not be used as a basis for payments under Lump-Sum contracts

N°	Type of [<i>Reimbursable Expenses</i>]	Unit	Unit Cost	Quantity	{Currency # 1- as in 2B}
	<i>{e.g., Per diem allowances**}</i>	{Day}			
	<i>{e.g., International flights}</i>	{Ticket}			
	<i>{e.g., In/out airport transportation}</i>	{Trip}			
	<i>{e.g., Communication costs between Insert place and Insert place}</i>				
	<i>{ e.g., reproduction of reports}</i>				
	<i>{e.g., Office rent}</i>				
				
	<i>{Training of the ECREEE's personnel – if required in TOR}</i>				
Total Costs					

Legend:

SERVICE CONTRACT

BETWEEN

**THE ECOWAS CENTRE FOR RENEWABLE ENERGY AND
ENERGY EFFICIENCY**

AND

[NAME OF LEGAL ENTITY]

CONTRACT N° DEPT/YEAR/MONTH/SERIAL-NUMBER

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THIS SERVICE CONTRACT (hereinafter called the "Contract") is entered into by and between the **ECOWAS CENTRE FOR RENEWABLE ENERGY AND ENERGY EFFICIENCY** (hereinafter called the "ECREEE"), an Specialized Agency of the Economic Community of West African States having its headquarters in Achada Santo Antonio, C.P 288, Praia, Cape Verde and currently operating from *Praia, Cape Verde*, of the one part, and [**NAME OF THE LEGAL ENTITY**] formed and existing under the laws of [*place of incorporation*] (hereinafter called the "Consultant"), whose address is [*Street address, City, Postal Code, State/, Province/, District, COUNTRY*], of the other part.

WHEREAS ECREEE has determined the need to procure the services of the Consultant, as such services are described or referred to in this Contract, subject to the terms and conditions hereinafter set forth;

NOW THEREFORE the parties hereto agree as follows:

ARTICLE I: SCOPE OF SERVICES

1.1. The services to be performed by the Consultant under this Contract (hereinafter called the "Services") are described in the terms of reference attached hereto as Annex 1 (hereinafter called the "Terms of Reference") and forming an integral part hereof.

1.2. Notwithstanding Article XV hereof, ECREEE shall be entitled to modify the Terms of Reference provided however, that no such modification shall change the essential nature or purpose of the Services. If, as a consequence of such modification, the scope of the Services is significantly changed, the Contract Amount (as defined in Section 8.1 hereof) and/or the Contract period may be adjusted by ECREEE.

ARTICLE II: COMMENCEMENT AND DURATION

2.1 The Consultant shall commence the Services on 14 January 2019 and shall carry out the Services for a period of 10 Months in accordance with the schedules and time limits established under the Terms of Reference, or as otherwise indicated to the Consultant in writing by ECREEE.

ARTICLE III: DUTIES OF THE CONSULTANT

3.1. The Consultant shall perform the Services with all due care, diligence and efficiency, in accordance with the highest standards of professional competence and skill, and shall, in performing the Services, accept, promptly act upon, and comply with, such instructions and directions as may be issued by ECREEE from time to time.

3.2. The Consultant shall report regularly to ECREEE and seek guidance and direction therefrom on all matters relating to this Contract and the performance of the Services hereunder.

3.3. The Consultant shall perform the Services to the satisfaction of ECREEE in accordance with the Terms of Reference and shall submit to ECREEE satisfactory and complete report(s) as required under the Terms of Reference.

3.4. The Consultant designates **project's leader name** as the project's leader to spearhead, and coordinate the performance of the Services and to act as the principal liaison between ECREEE and the Consultant during the performance of this Contract. In this capacity, the project leader's

responsibilities include, but are not limited to, daily supervision and oversight of the Services and all communications between the Consultant and ECREEE.

3.5. The Consultant shall provide the services of qualified experts and employees through all stages of this Contract and shall identify such experts to ECREEE for approval prior to the commencement of the Services. Any change of such experts shall be subject to ECREEE's prior written approval. The Consultant shall upon written request from ECREEE, promptly replace at its own expense any member of the Consultant's project team who ECREEE considers unfit or otherwise unsatisfactory with experts approved by ECREEE.

3.6. The Consultant shall keep and maintain accurate and complete accounts in respect of expenditure incurred by the Consultant under this Contract, in such form and detail as shall be satisfactory to ECREEE, for the purposes of ECREEE making payment under this Contract.

3.7. The Consultant shall seek and obtain all necessary visas and/or residence permits as shall be required for carrying out the Services and for performing its obligations under this Contract. ECREEE shall, as necessary, use reasonable efforts to assist the Consultant in obtaining such visas and/or residence permits.

3.8. The Consultant shall be fully liable for the consequences of any error or omission on its part and for any damage caused by negligence on its part in carrying out the Services or performing its other obligations under this Contract.

3.9. The Consultant, by signing this Contract, covenants that neither itself nor any of its experts, employees or agents has any public or private interest, direct or indirect, nor shall acquire directly or indirectly any such interest which does or may conflict in any manner with the performance of the Consultant's obligations under this contract. The Consultant also agrees to excuse or else disqualify itself from any business or other arrangement which conflicts with the Consultant's performance under this Contract.

3.10. Except as otherwise agreed by ECREEE in writing during the term of this Contract, the Consultant and any entity in which the Consultant has a professional participation or interest shall be disqualified from supplying any goods, performing any work or service related to or resulting from the Services.

ARTICLE IV: REPRESENTATIONS, WARRANTIES AND COVENANTS

4.1. The Consultant represents and warrants that it possesses the requisite experience, qualifications, competence and skills to perform the Services hereunder and to carry out all of its duties and responsibilities set out in this Contract and that all information given concerning such experience, qualifications, competence and skills is accurate.

4.2. The Consultant represents and warrants that it is in compliance with all the applicable laws and regulations in force at its place of incorporation. The Consultant covenants that during the term of this Contract it shall abide by, and take all measures necessary to enable it to be in compliance with, all laws and regulations in force in any place where the Services are to be wholly or partially performed.

4.3. The Consultant represents and warrants to ECREEE that: (i) the execution and delivery by the Consultant of this Contract, the consummation of the transactions contemplated hereby and the performance by the Consultant of this Contract will not violate, conflict with or result in the breach of any of the terms and conditions of, or otherwise give any other contracting party the right to terminate, any contract, agreement, license, franchise, commitment or binding arrangement to which the Consultant is a party and which would otherwise be material to the performance by the Consultant of its obligations hereunder; and (ii) the Consultant possesses and will maintain all required licenses, and permits in respect of, or otherwise possesses and will maintain good and valid title to, all the

intellectual and other property necessary for the performance of its obligations hereunder. The foregoing representations and warranties of the Consultant shall survive the termination of this Contract.

ARTICLE V: INSURANCE

The Consultant shall be responsible for medical insurance coverage for its experts and employees performing the Services hereunder in accordance with relevant industry norms and standards. ECREEE shall have no responsibility whatsoever for such coverage or for any medical expenses that the Consultant or its employees, agents, affiliates, contractors, subcontractors or other persons deriving authority from the Consultant (collectively hereinafter referred to as the “Consultant’s Associates”) may incur.

ARTICLE VI: RELATIONSHIP OF THE PARTIES, INDEMNIFICATION

6.1. Nothing contained in this Contract shall be construed as establishing or creating any relationship between ECREEE and the Consultant other than that of independent contractor. Accordingly, the Consultant hereby agrees that ECREEE shall accept no liability in contract or in tort or any responsibility for the acts, omissions, errors or negligence of the Consultant, or the Consultants Associates.

6.2. The Consultant hereby undertakes that it will indemnify and hold harmless ECREEE from and against any action and all losses, liabilities, costs, claims, damages and expenses (“Losses”) (including, without limitation, reasonable attorney’s fees) which ECREEE may incur in relation to, arising out of, or otherwise in respect of any act, omission, error or negligence of the Consultant or any of the Consultant’s Associates including without limitation all third party claims, and the Consultant will reimburse ECREEE for all costs, charges and expenses which ECREEE may pay or incur in connection with investigating, disputing or defending against any such action or Losses. The Consultant shall indemnify ECREEE against all third-party claims of infringement of patent, trademark, intellectual property or industrial design rights arising from the performance of the Services by the Consultant and any of the Consultant’s Associates.

6.3. The provisions set out in this Article shall survive the expiration or termination of this Contract.

ARTICLE VII: CONSULTANT’S INABILITY TO PERFORM SERVICES

If, at any time and for whatever reason, in the opinion of ECREEE the Consultant is unable to perform or to complete the performance of the Services in a manner satisfactory to ECREEE, ECREEE may, at its option, either terminate this Contract, or extend the time within which the Services are to be performed. Any additional costs or expenses to ECREEE arising from such extension shall be borne by the Consultant.

ARTICLE VIII: PAYMENT FOR THE SERVICES

8.1. ECREEE shall, subject to satisfactory performance of the Services, pay to the Consultant the amounts specified in Section 1 of Annex II to this Contract (hereinafter collectively referred to as the “Contract Amount”), which Annex II forms an integral part hereof.

8.2. Payment of the Contract Amount shall be in accordance with the modalities specified in Section 2 of Annex II to this Contract.

**ARTICLE IX:
COPYRIGHT, CONFIDENTIALITY AND OWNERSHIP**

9.1. The Consultant shall not at any time without written authorization from ECREEE, communicate to any person or entity any Confidential Information disclosed to it for the purpose of performing the Services or obtained by it in the course of performing the Services, or make any public statements concerning this Contract. All Confidential Information shall be treated as confidential by the Consultant and the Consultant's Associates and remain the property of ECREEE. The Consultant and the Consultant's Associates shall not be entitled to use or copy such Confidential Information for any purpose not related to this Contract. For purposes hereof, "Confidential Information" refers to all documents, statistics, reports, data or other information whether in written, oral or other tangible form provided, or made available to, or created, obtained, compiled or prepared by the Consultant in respect of, in connection with or by virtue of this Contract.

9.2. The Consultant shall exercise sufficient control over any Confidential Information in order to preserve the confidential nature thereof, and to safeguard the Confidential Information from theft and/or access by unauthorized personnel and third parties and to ensure that Confidential Information is not used in an unauthorized manner.

9.3. The obligations of the Consultant under Section 9.1 of this Contract will not be deemed to have been breached to the extent that Confidential Information: (a) is disclosed by the Consultant to the Consultant's Associates solely in order to comply with obligations, or exercise rights, under this Contract; or (b) is in the public domain other than due to a breach of Section 9.1. Where the Consultant discloses Confidential Information to another person pursuant to clause (a) above, the Consultant will (a) notify the receiving person that the information is Confidential Information and (b) not provide the Confidential Information unless the receiving person agrees to comply with the terms and conditions set forth in Section 9.1. In every instance, the Consultant shall notify ECREEE (a) of such disclosure to the Consultant's Associates prior to making such disclosure, and (b) promptly of any breach of its confidentiality obligations when it has learnt of such a breach.

9.4. The Consultant shall not publish or cause or permit to be published, without the prior written approval of ECREEE, the existence of this Contract nor any conclusions or recommendations nor part thereof formulated in the course of or as a result of the performance of the Services.

9.5. All proprietary and intellectual property rights in all documents, reports, statistics, data and other information provided, made available to, or created, obtained, compiled or prepared by, the Consultant in the course of carrying out the Services shall be vested in and become the property of ECREEE. All such documents, reports, statistics, data and any other information shall, upon the completion of Services or termination of this Contract, be promptly returned to ECREEE. Such materials shall be sorted and indexed by the Consultant in a manner acceptable to ECREEE prior to delivery to ECREEE.

9.6. The Consultant further agrees to include the contents of this Article in all subcontracts and consulting agreements entered into by the Consultant for the performance of Services under this Contract.

9.7. The provisions of this Article shall survive the expiration or the termination of this Contract.

**ARTICLE X:
ASSIGNMENT AND SUBCONTRACTING**

10.1. The Consultant shall not assign, transfer or make any other disposition of any of its rights or obligations under this Contract, in whole or in part, except with the prior written consent of ECREEE.

10.2. The Consultant shall not subcontract for the whole or any part of the Services to any person or entity except with the prior written consent of ECREEE given in respect of the particular person or entity.

10.3. Notwithstanding any such consent given by ECREEE pursuant to Sections 10.1, or 10.2 above, the Consultant hereby guarantees full compliance by each of the Consultant's Associates with the terms of this Contract and the prompt performance by each of them of the subcontracted parts of the Services. The Consultant further represents and warrants that it shall be fully responsible as primary obligor to ECREEE regarding the manner and standard of performance of the Services.

**ARTICLE XI:
FORCE MAJEURE**

11.1. "Force Majeure" means any event or condition which (a) wholly or partially delays or prevents a party from performing any of its obligations under this Contract, (b) is unforeseeable and unavoidable, (c) is beyond the reasonable control of such party, and (d) occurs without the fault or negligence of such party.

11.2. The party affected by such Force Majeure shall give prompt written notice to the other party of the nature and probable duration of such Force Majeure, and of the extent of its effects on such party's performance of its obligations hereunder.

11.3. During the continuance of such Force Majeure, the obligations of the affected party shall be suspended to the extent necessitated by such Force Majeure.

11.4. In the event of Force Majeure which delays performance of this Contract or any part thereof by more than [60] days, either party shall have the right, by notice to the other party, to terminate this Contract.

**ARTICLE XII:
FRAUD AND CORRUPTION**

12.1. The Consultant represents and warrants that no employee of ECREEE involved in the award of this Contract, has received, or will receive, directly or indirectly, any benefit or advantage from the Consultant, or any of the Consultant's Associates, resulting from the award of this Contract or its performance.

12.2. If the Consultant or any of the Consultant's Associates is found to have engaged in any corrupt or fraudulent practice in connection with this Contract, ECREEE may, in its sole discretion, do any or a combination of the following: (i) declare void or terminate this Contract without liability for payment of the Contract Amount or any part thereof; (ii) declare the Consultant ineligible to contract with ECREEE or to enter into contracts financed by AFDB; and (iii) pursue legal proceedings against the Consultant. For purposes hereof, "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of an individual in the procurement process or in contract execution, and "fraudulent practice" means a misrepresentation of

facts in order to influence a procurement process or the execution of a contract, or collusive practice among bidders prior to or after bid submission.

ARTICLE XIII: TERMINATION

13.1. ECREEE may terminate this Contract at any time without advance notice in the event the Consultant engages in misconduct. For purposes hereof, “misconduct” means conduct that is unlawful or improper, and that ECREEE determines in its discretion, reflects seriously and adversely on ECREEE.

13.2. ECREEE may, upon giving not less than 30 days' notice in writing to the Consultant, terminate this Contract if ECREEE determines that the Consultant has failed to perform satisfactorily the Services or to otherwise comply with any of its obligations under this Contract.

13.3. ECREEE may, at its option and in its sole discretion, terminate this Contract when it is in the interest of or the convenience of ECREEE to do so, provided, that the Consultant shall in such event be given prior notice of not less than 30 days of such termination.

13.4. The Consultant may terminate this Contract if ECREEE has, within a period of forty-five (45) days after the due date, failed to pay any amount due to it in respect of which no dispute has arisen.

13.5. ECREEE and the Consultant may terminate this Contract by mutual agreement in writing.

13.6. Upon termination of this Contract, the Consultant shall: (a) take immediate steps to end the performance of the Services in a prompt and orderly manner, mitigating any losses and keeping further expenditures to a minimum; and (b) promptly return all Bank equipment and, in accordance with Section 9.4 hereof, all documents, reports, statistics, data and other information provided, or made available to, or created, obtained, compiled or prepared by, the Consultant in the course of carrying out the Services.

13.7. If this Contract is terminated under this Article XIII, Article VII or XI, ECREEE shall be liable only for payment, in accordance with the payment provisions of this Contract, for the part of the Services actually performed and expenses reasonably incurred prior to the effective date of termination.

ARTICLE XIV: DISPUTE SETTLEMENT

14.1. The parties shall make every effort to resolve any disagreement or dispute arising between them under or in connection with this Contract amicably by direct informal negotiation. The party asserting the existence of a disagreement or dispute shall, promptly upon becoming aware of such disagreement or dispute, notify the other party in writing (such writing being referred to herein as the “Notice of Dispute”) specifying the nature of the disagreement or dispute, and shall also provide such other information about the disagreement or dispute as the other party may reasonably require.

14.2. If, forty-five (45) days after the date the Notice of Dispute has been given, the parties have been unable to amicably resolve the dispute or disagreement, either party may initiate arbitration proceedings in accordance with the UNCITRAL Arbitration Rules as at present in force.

14.3. The arbitral tribunal shall consist of one (1) arbitrator who shall be selected by agreement of the parties. If, sixty (60) days after the date of the Notice of Dispute, the parties are unable to agree on the sole arbitrator, the London Court of International Arbitration (“LCIA”) shall act as the appointing authority.

14.4. The seat of arbitration shall be London, England.

14.5. The language to be used in the arbitral proceedings shall be English.

14.6. The resulting award shall be final and binding on the parties and shall be in lieu of any other remedy.

14.7. Nothing contained in this Contract shall be construed as or constitute a waiver, renunciation or other modification of any privileges, immunities and exemptions accorded to ECREEE under the Agreement Establishing the ECOWAS CENTRE FOR RENEWABLE ENERGY AND ENERGY EFFICIENCY, international conventions or any other applicable law.

14.8. The provisions of this Article shall survive the termination of this Contract.

**ARTICLE XV:
MODIFICATION OR AMENDMENT**

Subject to Section 1.2 hereof, no changes, modifications or amendments shall be made to this Contract except as may be mutually agreed upon in writing by both parties hereto.

**ARTICLE XVI:
EFFECTIVE DATE AND EXPIRY**

16.1. This Contract shall enter into force on the Effective Date which shall be the date of last signature by the parties).

16.2. Unless terminated under Article VII, XI, XII or XIII hereof or unless otherwise indicated in writing by ECREEE, this Contract shall expire no later than the earlier of *31 May 2019 plus sixty (60) days* or date on which all obligations arising out of or under this Contract have been discharged, except for those expressly stated to survive the termination of this Contract.

**ARTICLE XVII:
NOTICES**

17.1. All notices or requests required or permitted to be given or made shall in the case of ECREEE be addressed or made to the [*EXECUTIVE DIRECTOR OF ECREEE*], or such officer duly authorized by it in writing to receive or act upon the same.

17.2. Any notice or request to be given or made under this Contract shall be in writing and have been duly made or given when delivered by hand, or by certified mail or by facsimile to the party to the following address, or such other address as any of the parties may have notified to the other party in writing.

FOR ECREEE

The ECOWAS Centre for Renewable Energy and Energy Efficiency (ECREEE)

Achada Santo Antonio, Electra Building, 2nd Floor, C.P 288, Praia, Cape Verde
Attention Mr Bah F.M. Saho

Acting Executive Director

E-mail: bsaho@ecreee.org

Tel.:002382604630

Fax: 002382624614

FOR THE CONSULTANT

*[Name of the Consultant
Postal Address
City
State/ Province/ District]
Country]*
E-mail:
Tel.:
Fax:

**ARTICLE XVIII:
GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of England.

**ARTICLE XIX:
SEVERABILITY**

The invalidity, unenforceability or illegality of any provision (or part of a provision) of this Contract shall in no way affect the validity, enforceability or legality of any of its other provisions.

**ARTICLE XX
COUNTERPARTS**

This Contract may be executed in any number of counterparts and by the parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be duly executed on the respective dates specified below.

FOR THE ECOWAS CENTRE FOR RENEWABLE ENERGY AND ENERGY EFFICIENCY (ECREEE)

BAH F.M. SAHO
ACTING EXECUTIVE DIRECTOR

Date

FOR THE CONSULTANT

[NAME OF AUTHORISED SIGNATORY]
[TITLE]

Date

ANNEX I

**ECOWAS CENTRE FOR RENEWABLE ENERGY AND ENERGY EFFICIENCY
(ECREEE)**

TERMS OF REFERENCE

ANNEX II

ECOWAS CENTRE FOR RENEWABLE ENERGY AND ENERGY EFFICIENCY

CONTRACT AMOUNT AND METHOD OF PAYMENT

1. Contract Amount

Pursuant to Article VIII of this Contract, ECREEE shall pay the Consultant the amounts specified below in respect of the Services and for all costs, fees and expenses whatsoever reasonably incurred by the Consultant in performing its obligations under this Contract.

(a) **Honorarium**

The professional fees payable to the Consultant under this Contract for satisfactory completion of the Services shall be [*insert amount in words*] ([*in figures*])

(b) **Travel Expenses**

All travel arrangements and payments shall be in accordance with the ECOWAS' RULES

(i) **Per Diem Allowance**

The Consultant shall receive, a daily subsistence (“per diem”) allowance covering hotel accommodation and personal subsistence expenses of the Consultant’s experts, such as charges for meals and other incidental expenses not separately reimbursable pursuant to clause 1(b)(iii) of this Annex II. Hotel accommodation shall be paid for on the basis of actual expenses subject to the maximum amount prescribed by ECREEE.

The per diem allowance shall be at the rate of USD 262 per day comprising hotel accommodation expenses and personal subsistence expenses per day for [*total number of days authorized*] days. The total per diem allowance amount payable shall therefore not exceed UA [*insert amount*⁸].

(ii) **Airfare**

[*insert number*] of round trip [Economy] class air tickets for travel to [*insert destination*] and from [*insert destination*] will be purchased by ECREEE or directly by the Consultant for reimbursement by ECREEE as agreed between ECREEE and the Consultant, subject to a total maximum amount of [*insert amount*]

(iii) **Reimbursable Incidental Expenses**

Reasonable incidental expenses up to a maximum of [*insert amount*] covering such expenses as have been accepted by ECREEE as reimbursable will be reimbursed to the Consultant.

2. Schedule and method of payment

The schedule for payment of honorarium and travel expenses constituting part of the Contract Amount, as described in Section 1 of this Annex II, shall be as follows:

⁸ The UA amount for the daily subsistence allowance (per diem) is converted into the currency selected by the consultant. The applicable exchange rate is the rate determined by ECREEE at the time of approval of payment on the basis of a daily market rate.

(a) Honorarium

Payment shall be made as follows, upon satisfactory completion of the outputs described in the Terms of Reference:

[Insert details]

[The Bank's Financial Regulation Section 12.01 (c), (d) provides that payments shall be made for services actually rendered, on the basis of appropriate supporting documents confirming that the Services have indeed been rendered. Accordingly, payments should be made in one or more installments upon satisfactory completion of outputs as per the TOR, pursuant to a schedule of payments negotiated by the User Department. No advance payment of more than 10% of the Consultant's fees may be made without a duly executed and valid first demand bank guarantee from the Consultant, acceptable to the Bank.]

(b) Travel Expenses

(i) Per Diem Allowance

Subsistence allowance shall be reimbursed upon presentation of an invoice with the relevant charges, for each applicable day.

(ii) Airfare and (iii) Incidental Expenses

Reimbursement of airfares and reimbursable incidental expenses shall be made to the Consultant upon the presentation to ECREEE of appropriate receipts or other evidence of expenses incurred by the Consultant in carrying out the Services hereto.