



Compagnie Commune de Réassurance des Etats Membres de la Conférence Inter-africaine des Marchés d'Assurances  
Joint Reinsurance Company of Member States of the Inter-African Conference for the Insurance Markets

N° 2524/2024/CICA-RÉ/DG

**JOINT REINSURANCE COMPANY OF MEMBER STATES OF  
THE INTER-AFRICAN CONFERENCE OF INSURANCE  
MARKETS (CIMA)**

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**CONSULTATION FOR THE CONDUCT OF AN ANNUAL  
SATISFACTION SURVEY OF CICA-RE STAFF**

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CICA-RE Lomé-TOGO

## REQUEST FOR PROPOSAL (RFP)

### INVITATION LETTER

Ladies and gentlemen,

#### 1. INTRODUCTION

1.1 You are hereby invited to submit a technical and financial proposal for the consultancy services required for the service described in the Specific Data attached to this letter of invitation (the "Specific Data"). Your proposal may serve as a basis for future negotiations with a view to concluding a contract between your company and CICA-RÉ.

1.2 The particular provisions contains a brief description of the Service and its objectives.

1.3 The Service will be implemented in accordance with the phases indicated in the specific data.

If it includes several phases, CICA-RÉ will only award the firm the services corresponding to a given phase after approval of the previous phase.

The Service will be implemented in accordance with the schedule indicated in the particular provision

1.4 In order to familiarize yourself with the content of the service and the local context, you are strongly advised to visit CICA-RE before submitting a proposal and to attend a pre-proposal meeting, if specified in the particular provisions. Your representative will meet with the managers identified in the particular provisions. Please ensure that they are notified of the visit in good time to make the necessary arrangements. You must be fully informed about the local situation and take this into account when preparing your proposal.

1.5 CICA-RE will provide the inputs specified in the particular provisions; it will make available to firms the relevant data and reports concerning the Service.

1.6 Please note:

1. That expenses relating to the development of proposals and negotiations relating to the contract, including those linked to visits to CICA-RÉ services, do not constitute a direct cost of the Service and, as such, are not refundable;

2. And that CICA-RÉ is not required to accept any of the proposals submitted to it.

1.7 Firms whose names appear in the Special Data have been invited to submit proposals. This invitation cannot be transferred to another firm.

1.8 We would like to remind you that, in order to avoid any conflict of interest:

- (i) no firm providing supplies, works or services with which you are affiliated or connected may not bid for any supply, works or service contracts (other than the present services and their possible continuation) arising from the provision of services under or directly related to the project of which the service is part of.
- (ii) and any other previous or current participation in the project on the part of your firm, its specialized staff or its affiliated or associated organizations, under a contract concluded with CICA-RÉ, may result in the rejection of your proposal. It is up to you to clarify your situation in this regard with CICA-RÉ before establishing said proposal.

## 2. CONFIRMATIONS

2.1 Please inform CICA-RÉ by e-mail at the following addresses :

- E-mail: [asaba@cica-re.com](mailto:asaba@cica-re.com)

Electronic copies should be sent to the following e-mail addresses :

- [zhassoumi@cica-re.com](mailto:zhassoumi@cica-re.com)

not later than the date indicated in the tender specifications :

- i. that you have received the invitation letter;
- ii. if you plan to submit a proposal; And
- iii. in such a case, on what date and by what means you intend to transmit it.

## 3. DOCUMENTS

3.1 To prepare your submissions, please use the documents that are included in the list of annexes to the particular provisions.

3.2 Firms wishing to obtain clarifications on said Documents must notify CICA-RÉ **in writing ten (10) days at the latest** before the date of submission of the proposals. Any request for clarification made in writing must be sent to the CICA-RÉ address indicated in the particular provisions. CICA-RÉ will respond to said requests in writing, sending a copy of its response to all firms invited to tender.

3.3 At any time before submission of proposals, CICA-RÉ may, for any reason whatsoever, on its own initiative or in response to a request for clarification from a firm invited to tender, modify the Documents by means of 'an amendment. The said amendment will be sent in writing to all firms invited to tender and will be binding on said firms. CICA-RÉ may, at its discretion, extend the deadline for submitting proposals.

#### **4. PREPARATION OF PROPOSALS**

**4.1** You are invited to submit a technical proposal and a financial proposal. **Each of your proposals must be written in French.**

##### **The validity period of the proposal**

**4.1** The proposal must be valid for the number of days specified in the particular provision following the deadline for submitting proposals.

**4.2** During this period, the Consultant must maintain its original Proposal without any changes, including the proposed Key Personnel, rates and total price proposed.

**4.3** If it is established that a Key Expert named in a Consultant's Proposal had been mentioned without said Key Expert having confirmed his or her agreement to appear in the said Proposal, the Proposal will be rejected and will not be evaluated.

##### **Extension of the validity period**

**4.4** CICA-RÉ will do its utmost to bring the negotiations to a successful conclusion during the period of validity of the proposal. However, if necessary, CICA-RÉ may ask firms that have submitted a proposal in writing to extend the validity of their proposal.

**4.5** If the firm agrees to extend the validity period of its Proposal, it must do so without modifying its initial Proposal and must confirm the availability of its key experts.

**4.6** The firm has the right to refuse the extension of the validity of its Proposal, in which case the latter will not be further considered.

##### **Development of the Technical Proposal**

**4.7** When preparing the technical proposal, you are expected to review all conditions and instructions contained in the Documents. If you do not provide all the requested information, you will bear full responsibility for such omission, which may result in the rejection of your proposal.

**4.8** In developing the technical proposal, you should pay particular attention to the following considerations:

- i.** A firm that has not been retained on the shortlist may not partner with a firm on the shortlist to provide the required services ;
- ii.** Subcontracting some services to local firms is considered desirable. However, the cost of subcontracting may not exceed twenty-five percent (25%) of the total market price proposed, whether the subcontractor is local or international. Subcontractors must meet the eligibility conditions required by CICA-RÉ as part of this consultation ;

- iii. The estimated number of man-days of key experts that will be required for the service is set out in the particular provisions. Your proposal must be based on a number that is substantially in line with this estimate ;
- iv. The majority of key experts proposed must be permanent employees of your firm, unless the Specific Data provides otherwise ;
- v. The key experts proposed must have experience acquired abroad, preferably in contexts that are similar to those that prevail in the country in which the service is located ;
- vi. No substitutes may be nominated for key expert nominees and only one CV may be submitted for each position ;
- vii. Study reports must be written in the language(s) specified in the particular provisions. It is recommended that your office staff have a working knowledge of the language used in the country of the Service.

**4.9 Your technical proposal must provide the following information, as well as any additional information, using the forms attached to Appendix 1:**

- i. A brief description of the organization of the firm and an overview of the experience recently acquired **within the framework of missions of a similar nature, namely, the conduct of an annual Staff satisfaction survey.** In each case, the overview must notably indicate the characteristics of the experts provided, the duration of the service, the amount of the contract and the part taken by the firm;
- ii. Any observations or suggestions relating to the mandate of the firm, as well as a description of the method (work plan) that the firm proposes to follow to carry out the services, accompanied by a representation of the activities in the form of bar charts and graphs representing the critical path method or program evaluation and control technique (PERT chart), if applicable;
- iii. The composition of the proposed staff, as well as the tasks entrusted to each member and their schedule;
- iv. Curriculum vitae recently signed by the proposed key experts or by a head of mission who is authorized to do so at the level of the firm's head office. Key information to be provided should include **the number of years of experience, extent of responsibilities performed on various assignments over the past ten (10) years, general qualification, and suitability for the assignment to be performed. accomplish – the conduct of an annual Staff satisfaction survey, similar experience in the mission's area of expertise;**
- v. Estimates of the total time effort (man-days) to be devoted to implementing the Service, supplemented by bar charts indicating the proposed working time (man-days) for each key expert;

- vi. Any observations made by the firm regarding the data, services and installations to be provided by CICA-RÉ, in accordance with the indications contained in the mandate;
- vii. **Finally, if specific data specifies that training must constitute a major element of the Service, a detailed description of the method, staffing, budget and monitoring process proposed.**

**4.10** The technical proposal must not include any financial information.

#### **Financial proposal**

**4.11** The Financial Proposal will be established using the forms attached in Appendix 2. It must indicate all costs relating to the Services, including (a) Fees for the service, (b) other costs mentioned in the particular provision. These costs must be broken down into foreign costs and local costs.

**4.12** The financial proposal must take into account the tax liability and the cost of insurance specified in the particular provision.

#### **4.13 Currency of the Proposal**

The Firm may express the price of the Services in the currency (ies) indicated in the particular provision. If indicated in the Special Data, the part of the price corresponding to costs incurred in Togo must be indicated in CFA Francs (BCEAO - Central Bank of West African States -).

#### **4.14 Payment Currency**

Payments under the Contract will be made in the currency (ies) specified in the Proposal.

### **5. SUBMISSION OF PROPOSALS**

- Technical and financial proposals must be submitted in electronic form before the deadline, specified in the particular provision;
- Technical and financial proposals must be in two separate files in PDF format;
- The technical and financial proposals (PDF files) will each be protected by a different password;
- Technical and financial proposals (PDF files) must be sent to the Email addresses indicated in the particular provision.
- The technical and financial proposals will each be attached to a separate email (e-mail), the subject of which will be as follows:
  - **« Consultation for the conduct of an annual Staff satisfaction survey.**  
*- Name of the firm - Technical proposal »*

- « **Consultation for the conduct of an annual Staff satisfaction survey.**  
- *Name of the firm – Financial proposal* »

- Each firm will send two **separate** emails (one with the technical proposal and one with the financial proposal); both emails must be received before the deadline mentioned in the Special Data;
- If both emails or one of them are (is) received after the deadline mentioned in the particular provision, the proposal will be considered late and will be rejected;
- A separate email (e-mail) will be sent thirty (30) minutes before the date and time mentioned in the Special Data for the opening of bids, transmitting the password for the technical proposal only;
- Technical proposals will be opened on the above date, any password received after this time will be treated as late and the proposal will be rejected and returned unopened;
- An acknowledgment of receipt will be sent immediately upon receipt of any of the messages above;
- For firms that obtain the minimum technical score, additional instructions on the date and time of receipt of the password for opening financial proposals will be provided to them;
- For firms that do not obtain the minimum technical score, their financial proposals will be returned unopened.

## **6. WITHDRAWAL OF SUBMITTED PROPOSALS**

- 6.1** Withdrawal of proposals may be done **in writing by letter or e-mail at any time before the submission deadline. Withdrawal may be made in person by the initiator of the proposal or by his/her duly authorised representative, provided that the latter identifies himself/herself.**

## **7. MODIFICATION OF SUBMITTED PROPOSALS**

- 7.1** Unless otherwise decided by CICA-RÉ, modifications must be received by CICA-RÉ no later than the date and time set for receipt of offers made in response to this request for proposals. Modifications must be made in writing in the form of a letter or Email and expressly indicate the proposal thus modified, the nature of the modification, the reference of the request for proposals as well as the time and date set for receipt of the proposals. Modifications must be sent to the addresses mentioned above for this purpose, indicating the reason(s) for the modification.




## 8. OPENING OF TECHNICAL OFFERS

- 8.1 CICA-RÉ will proceed with the electronic opening, using the passwords communicated, of the Technical Proposals at the date, time and address indicated in the particular provision. **Financial Proposals will only be opened at the end of the Technical Proposal evaluation process.**
- 8.2 When opening the Technical Proposals, the following information will be confirmed by e-mail to the various bidding firms: (i) the name of the firm, or in the case of a Group, the name of the Group, that of the agent and the names of all members of the Group, (ii) **the existence or not of a financial offer transmitted at the same time as the technical offer in a separate file**, (iii) any modification to the Proposal submitted before the submission deadline, and (iv) any other information that CICA-RÉ may deem useful to mention or as indicated in the Specific Data.
- 8.3 From the opening of the Proposals until the award of the Contract, the firm must under no circumstances contact CICA-RÉ for any reason relating to the Technical Proposal and/or the Financial Proposal whatsoever. No information relating to the evaluation of Proposals or the award recommendation will be disclosed to the firms having submitted a Proposal, nor to any other person not concerned by said procedure until the award of the Contract has been published.
- 8.4 Any attempt made by a firm appearing on the shortlist, or a person acting on behalf of the firm, to influence CICA-RÉ inappropriately during the evaluation of Proposals or during the award decision may result in rejection of his Proposal.
- 8.5 Notwithstanding the above provisions, between the time the Proposals are opened and the award of the Contract is published, if the firm wishes to contact CICA-RÉ for any reason relating to the selection procedure, it must do it in writing.

## 9. EVALUATION OF TECHNICAL PROPOSALS

- 9.1 A two-step procedure is adopted for the evaluation of proposals. The technical assessment should be conducted first, followed by the financial assessment. Firms will be ranked using a combined technical/financial rating system, as detailed below.
- 9.2 Proposals must be valid for the number of days indicated in the Particulars from the date they are submitted. During this period, you must keep the key experts proposed for the Service available. CICA-RÉ will make every effort to conclude, within this period, the negotiations at the location indicated in the Special Data.

### Evaluation of Technical Proposals

- 10.1 The members of the bid evaluation committee set up by CICA-RÉ to evaluate the technical proposals have access to the financial proposals only after the technical evaluation. 

- 10.2 The firm is not authorised to change or modify its proposal in any way after the deadline for submission. CICA-RÉ will evaluate the proposals on the basis of the technical and financial proposals only.
- 10.3 The bid evaluation committee, constituted by CICA-RÉ, will evaluate the technical proposals using the criteria and the points system specified in the particular provision. Each compliant proposal will receive a technical score (Nt).
- 10.4 Proposals which do not respond to important aspects of the tender documents or receiving a score lower than the minimum technical qualification score specified in the Specific Data will be rejected and the corresponding financial proposals will be returned without having been opened to firms which submitted them.

## 11. OPENING OF FINANCIAL OFFERS

- 11.1 At the end of the technical evaluation, CICA-RÉ notifies the firms whose technical Proposals have been judged to be non-compliant with the tender documents or the Terms of Reference, or have not obtained the **technical score minimum qualification** specified in the particular provision. that their Financial Proposals will not be opened.
- 11.2 CICA-RÉ, at the same time, notifies the firms which have obtained the minimum technical qualification score, and indicates to them the place, date and time of opening of the Financial Proposals. The date, time and address for opening technical offers are indicated in the particular provision.
- 11.3 A separate email (e-mail) **will be sent thirty (30) minutes before the date and time mentioned in the Special Data** for the opening of bids, **transmitting the password for the financial proposal of the selected firms;**
- 11.4 Financial Proposals will be opened on the above date, **any password received after this time will be treated as late and the Proposal will be rejected and returned unopened;**
- 11.5 An acknowledgment of receipt will be sent immediately upon receipt of any of the above messages;
- 11.6 CICA-RÉ will proceed with the electronic opening, using the passwords communicated, of the financial Proposals of the firms, of which the Technical Proposal has obtained the minimum technical qualification score<sup>22</sup>.
- 11.7 Following the opening, the technical notes, and each total price proposed will be communicated by e-mail and recorded in writing. CICA-RÉ draws up minutes of the session and sends a copy to all the selected firms having submitted a Financial Proposal.

## 12. EVALUATION OF FINANCIAL OFFERS

### Correction of errors

12.1 Activities and elements described in the Technical Proposal and not priced in the Financial Proposal will be deemed to be covered by the price of other activities or elements, and no correction will be made to the Financial Proposal.

### Evaluation of Financial Proposals

12.2 After establishing whether the financial proposals are complete and free from calculation errors, the bid evaluation committee will convert the prices denominated in several currencies into CFA Francs for evaluation purposes. The official rate of exchange used for this purpose will be that quoted by the BCEAO - Central Bank of West African States - in force on the date of submission of the tenders.

The lowest priced financial proposal (Fm) will receive a financial score (Nf) of one hundred (100) points. The following formula will be used to calculate the financial scores of other bidders:

$$Nf = 100 \times Fm/F$$

(F = price of the financial proposal converted into CFA Francs).

### Final evaluation and final ranking

12.3 the proposals will be classified according to their combined technical (Nt) and financial (Nf) scores, with application of the weightings indicated in the particular provision. (T = weight given to the technical proposal; P = weight given to the financial proposal; T + P = 1), to arrive at an overall score (NG):

$$NG = (Nt \times T) + (Nf \times P)$$

## 13. NEGOTIATIONS

13.1 Before the expiry of the period of validity of the tenders, CICA-RÉ will inform the company that has submitted the highest ranked tender by registered letter or e-mail that its tender has been accepted and will invite it to negotiate the contract. The aim is to reach an agreement on all points and to initial a draft contract at the latest at the end of these negotiations.

13.2 At the end of the negotiations, CICA-RÉ shall draw up a negotiation report signed by CICA-RÉ and the company's authorised representative. *d*

### **Availability of Key Personnel**

- 13.3 The firm invited to negotiate must confirm the availability of key experts prior to the start of negotiations, or where applicable, propose a replacement in accordance with Article 12. If the Firm does not confirm the availability of key experts, CICA- RÉ may reject the firm's Proposal and undertake to negotiate a Contract with the next firm in the ranking of Proposals.
- 13.4 Notwithstanding the above, the replacement of key experts during negotiations may only be considered in circumstances beyond the control of the firm and unforeseeable by the latter, including in the event of death or incapacity for medical reasons. In such a case, the firm must propose a replacement key expert(s) within the time limit indicated in the letter inviting it to negotiate the Contract, with qualifications and experience similar to or greater than those of the initial key experts.

### **Technical negotiations**

- 13.5 The negotiations will include a discussion of the Terms of Reference, the proposed methodology, the services to be provided by CICA-RÉ, the specific terms of the contract and the finalisation of the "Job Description " which will form part of the contract. These discussions may not substantially modify the initial terms of reference or the terms of the contract, nor may they in any way affect the ranking of the proposals. Agreement will then be reached on the final terms of reference, staffing, GANTT charts showing activities, personnel, time spent in the regions and at headquarters, working time in man-days, and everything related to logistics and reporting.

### **Price negotiations**

- 13.6 The modifications agreed during the technical negotiations must then be reflected in the financial proposal, based on the unit rates proposed (without negotiation of rates expressed in man-days).
- 13.7 The financial negotiations will aim to clarify the tax obligations of the Firm in Togo and their consideration in the Contract.

### **Conclusion of negotiations**

- 13.8 The negotiations must end with the approval of the draft Contract by CICA-RÉ and the firm.
- 13.9 If negotiations fail, CICA-RÉ informs the firm in writing of the unresolved aspects and reasons for the dispute and provides the firm with a final opportunity to respond. If the disagreement persists, CICA-RÉ ends the negotiations and informs the cabinet of all the reasons leading to this decision. CICA-RÉ will invite the next company in the ranking to negotiate a contract. Negotiations with the first office cannot be resumed once negotiations with the next office have begun.
- 13.10 CICA-RÉ reserves the right to cancel the RFP procedure and reject all Proposals at any time before the Contract is awarded, without thereby incurring any liability towards the firms.

## **14. ATTRIBUTIONS OF THE CONTRACT**

**14.1** After completion of the negotiations, CICA-RÉ must sign the Contract, publish, where applicable, information relating to the award, and immediately notify the result of the selection to the other Firms appearing on the shortlist.

**14.2** The selected company shall commence its services on the date and location specified in the particular provision.

## **15. CORRUPTION OR FRAUDULENT MANOEUVRES**

**15.1** CICA-RE's policy to require companies and their agents (declared or not), subcontractors, subconsultants, service providers or suppliers, as well as their employees, to comply with the strictest rules of professional ethics during the award and execution of contracts financed by CICA-RE<sup>1</sup>. In accordance with this principle, CICA-RE :

1. Defines, for the purposes of applying this provision, the following terms:

- i. Anyone who directly or indirectly offers, gives, solicits or accepts an advantage with the intention of improperly influencing the actions of another party is guilty of "corruption"<sup>2</sup>;
- ii. Engages in "fraudulent maneuvers" anyone who acts or refrains from acting, or misrepresents facts, deliberately or recklessly misleads or seeks to mislead a party<sup>3</sup> in order to obtain a financial or other advantage, nature, or to evade an obligation;
- iii. Engages in "collusive maneuvers" by parties who agree<sup>4</sup> in order to achieve an illicit objective, in particular by unduly influencing the action of another party;

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<sup>1</sup> In this context, it is prohibited any action carried out by a firm or any member of its staff or its agents, its sub-consultants, subcontractors, service providers, suppliers and/or their employees, with a view to influencing the process of selection or execution of a contract to obtain an unfair advantage.

<sup>2</sup> In this context, it is prohibited any action carried out by a firm or any member of its staff or its agents, its sub-consultants, subcontractors, service providers, suppliers and/or their employees, with a view to influencing the process of selection or execution of a contract to obtain an unfair advantage.

<sup>3</sup> In this context, it is prohibited any action carried out by a firm or any member of its staff or its agents, its sub-consultants, subcontractors, service providers, suppliers and/or their employees, with a view to influencing the process of selection or execution of a contract to obtain an unfair advantage.

<sup>4</sup> For the purposes of this paragraph, the term "parties" refers to any participant in the procurement or selection process (including agents) who undertakes either personally or through another person or entity not participating in the procurement or selection process, to simulate a competitive procedure or to set contract prices at artificial and non-competitive levels or who maintains a collusive relationship giving access to the prices of other bids or other conditions of offers.

- iv. Engages in “coercive maneuvers” anyone who harms, or causes harm, or threatens to harm or harm, directly or indirectly, a party or its property with a view to unduly influencing its actions<sup>5</sup> ;
  - v. Engages in “obstructive maneuvers” :
    - a) Anyone who deliberately destroys, falsifies, alters or conceals the evidence on which a CICA-RE investigation into allegations of corruption, fraud, coercion or collusion is based; or makes false statements to its investigators with the aim of obstructing its investigation; or threatens, harasses or intimidates a person with the aim of preventing them from disclosing information relevant to that investigation or from continuing the investigation; Or
    - b) Anyone who deliberately hinders the exercise by CICA-RÉ of its right of examination and verification as provided.
2. Will reject the proposal for award of the contract if it establishes that the bidder to whom the contract is recommended to be awarded or any member of its personnel or its agents, sub-consultants, subcontractors, service providers, suppliers and/ or their employees, is guilty, directly or indirectly, of corruption or has engaged in fraudulent, collusive, coercive or obstructive maneuvers with a view to obtaining this contract;
  3. will sanction a firm or an individual consultant, at any time, in accordance with the sanctions procedures in force of CICA-RÉ<sup>6</sup>, including by publicly declaring it either indefinitely or for a specific period, excluded, i) from any process award of contracts financed by CICA-RÉ; and ii) any possibility of being retained<sup>7</sup> as a subcontractor, consultant, supplier, or service provider for the benefit of a firm otherwise likely to be awarded a contract financed by CICA-RÉ; and

**15.2** CICA-RE reserves the right, when a national or international entity establishes that a firm has engaged in corruption or fraudulent maneuvers, to declare this firm ineligible, for a given period, for contracts financed by CICA -RE;

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<sup>5</sup> For the purposes of this paragraph, "party" means any participant in the selection process or in the performance of the contract.

<sup>6</sup> An individual firm or consultant may be declared excluded from any contract award process financed by CICA-RÉ following i) the completion of CICA-RÉ's sanction procedures, including, but not limited to, the cross-exclusion agreed upon with other international financial institutions, including multilateral development banks, or as otherwise decided by CICA-RÉ, and pursuant to the Proposal for the Establishment of a Sanction Process within CICA-RÉ ; and ii) a temporary suspension or precautionary suspension decided as part of an ongoing sanction procedure.

<sup>7</sup> A designated subcontractor, supplier or service provider is a person or entity that has been either: i) included by the Firm in its proposal because of its particular and essential experience and specific know-how which are taken into account in the technical evaluation of the Firm's proposal in relation to the services concerned or ii) designated by the Borrower

**SPECIAL DATA OF THE INVITATION LETTER**

**PARTICULAR PROVISIONS ON THE INVITATION LETTER**

**1.1 Country / Purpose of the Service**

Togo / Consultation for the conduct of an annual staff satisfaction survey.

**1.2 Description and objectives of the Service**

This service aims to:

1. Propose the appropriate questionnaire for a satisfaction survey to ensure the anonymity of the people who participate in the survey;
2. Deploy the survey on its platform with a view to guaranteeing anonymity at different levels;
3. Be able to report to the Administrators the comments of the Staff participating in the survey and ensure that the Administrators effectively access them;
4. Produce and analyze the results of the survey;
5. Benchmark the results of the study in relation to market standards, particularly with regard to recurring themes (remuneration for example) in order to monitor developments over time and in the short term and in the absence history, to see how the Company positions itself;
6. Propose action plans to provide appropriate responses to the recommendations.

**1.3 Phases planned for the Service (if applicable): Not applicable**

**1.4 Pre-proposal conference: No.**

**1.5 CICA-RE must provide the following inputs, data or reports: Not applicable**

**1.6 The majority of proposed key experts must be permanent employees of your firm: No**

**1.7 Technical and financial proposals (PDF files) must be sent to the addresses below:**

CICA-RE,  
Cité OUA - CICA-RE Building, 07 PO BOX 12410 LOME - TOGO  
Tel: (+228) 22 23 62 62/65/69, Fax: (+228) 22 61 35 94/95  
Email: [asaba@cica-re.com](mailto:asaba@cica-re.com)

**Electronic copies should be sent to the following email address:**

- [zhassoumi@cica-re.com](mailto:zhassoumi@cica-re.com)

**1.8 Date and time for submission of technical and financial proposals:**

**Friday 3<sup>rd</sup> May, 2024 at 6:00 p.m. GMT**

**1.9 Validity period (days, date): 60 days**

**1.10 Date and time of opening of technical offers: Monday 6<sup>th</sup> May, 2024 at 10:00 GMT**

**1.11 Date and time (foreseeable, to be confirmed) of opening of financial offers:  
Friday 10<sup>th</sup> May, 2024 at 10:00 GMT**

**2.1 - The Documents are:**

1. Terms of Reference,
2. Forms for technical proposals (Appendix 1),
3. Forms for financial proposals (Appendix 2) and,
4. The Draft Contract

**2.2 The CICA-RE address for any request for clarification is:**

**To the attention:** Mr. Abdias SABA, Deputy General Director  
Cité OUA - CICA-RE Building, 07 PO BOX 12410 LOME - TOGO  
Tel: (+228) 22 23 62 62/65/69, Fax: (+228) 22 61 35 94/95  
Lomé / TOGO

**Email: [asaba@cica-re.com](mailto:asaba@cica-re.com)**

**Copy the following email address: [zhassoumi@cica-re.com](mailto:zhassoumi@cica-re.com)**

**2.3 - The number of man-days of key personnel proposed is: 90**

**2.4 - The key members of staff proposed are in the majority permanent employees of the firm: Not necessarily**

**2.5 - Language(s) to be used for reports: French**

**2.6 - Training constitutes a major element of this Service: no**

**2.7 - Tax liability, insurance (description or reference to appropriate documents): Not Applicable**

**2.8 The Financial Proposal will state the price of the Services in the following currencies: CFA Francs (BCEAO – Central Bank of West African States), Euro or USD**

**2.9 The Financial Proposal must indicate the costs incurred in the country in CFA Francs (BCEAO – Central Bank of West African States)**

**2.10 - Location of negotiations: Lomé, Togo with a virtual option**



2.11 The criteria and point system used for the evaluation of the firm are as follow:

Criteria	Points
Proven experience in conducting staff satisfaction surveys	10
Qualification and experience of the team in charge of the assignment related to staff satisfaction surveys	50
Understanding the mission and methodology for carrying out the study	30
Proven experience in conducting staff satisfaction surveys in insurance and reinsurance	10
<b>TOTAL</b>	<b>100</b>

2.12 The subsidiary criteria and points system used to assess the qualifications of key experts are as follow:

Criteria	Points
General qualifications and suitability for the task in hand	30
Proven experience in conducting employee satisfaction surveys and expertise in human resources management	50
Experience with similar organizations, institutions and companies	10
Years of experience working with renowned firms	10
<b>TOTAL</b>	<b>100</b>

2.13 The minimum technical qualification score (Nt) required is: 65 out of 100.

2.14 -  $T=0.70$   $P=0.30$

2.15 - Start of execution of the Mission (date, place): Monday 3<sup>rd</sup> June, 2024 in Lomé, Togo

2.16 - Foreseeable duration of services: one (01) calendar month questionable.

Yours sincerely,

  
**Karim DIARASSOUBA**  
 General Manager

1. Terms of Reference (ToR)
2. Appendix 1 - Standard forms for technical proposals
3. Appendix 2 - Standard forms for financial proposals
4. Draft Contract

**TERMS OF REFERENCE**

*For*

**THE CHOICE OF A FIRM FOR THE CONDUCT OF AN  
ANNUAL SATISFACTION SURVEY OF CICA-RE STAFF**

## 1- PRESENTATION OF CICA-RE

CICA-RE is a commercially managed International Organization created on September 24, 1981 in Paris by twelve (12) Member States of the Inter-African Conference of Insurance Markets which are:

- The Republic of Benin,
- -The Burkina Faso,
- The Republic of Cameroon,
- The Central African Republic,
- The Republic of Congo,
- The Republic of Côte d'Ivoire,
- The Gabonese Republic,
- The Republic of Mali,
- The Republic of Niger,
- The Republic of Senegal,
- The Republic of Chad
- The Republic of Togo.

The activity of CICA-RE consists of covering insurance companies against all or part of the risks they have subscribed to. In its capacity as institutional reinsurer of the CIMA zone, the main missions assigned to CICA-RE consist of:

- the underwriting of treaty or facultative reinsurance for all or some of the classes of insurance;
- Assistance for the setting-up and the operation of national and sub-regional insurance and reinsurance institutions and the provision of technical assistance to these institutions;
- the investment of its funds in CIMA member countries in order to promote their economic development while reserving the possibility of making short-term investments outside these countries to meet its operational and technical needs;
- the provision of technical assistance to member countries whenever possible in matters of insurance and reinsurance;
- conduct any other business with the exception of direct insurance.

The Company's share capital has grown from **600 million FCFA** at creation to **60 billion FCFA** to date with the entry of institutional investors (financial institutions, development banks and insurance and reinsurance companies) into the company shareholding. In accordance with its expansion strategy on the African continent, CICA-RE has opened Regional Offices in Central Africa and West Africa, a Branch in Tunis and then a Contact Office in Nairobi. These different entities allow the Company to expand across the entire continental market and thus provide local service and continue the development of its activities.

## 2-CONTEXT AND JUSTIFICATION OF THE SURVEY

CICA-RE has been in operation for forty (40) years to date. With a workforce of one hundred and thirty-five (135) spread over five (05) sites (Headquarters in Lomé, the Regional Office for Central Africa, the Regional Office for West Africa, the Tunis Branch and the Nairobi Liaison Office), the Company intends to widen the scope for staff expression by introducing, with the assistance of an independent company, an annual staff satisfaction survey.

The annual Staff satisfaction survey will be an annual meeting which gives Staff the opportunity to express their satisfaction, their concerns as well as their vision of the Company and to propose ways to address these concerns. It provides unique feedback on the overall atmosphere of the teams and allows Managers to identify levers for improvement and employee motivation. As such, it has a twofold objective:

At the institutional level, the annual satisfaction survey provides the Company with guidance in order to be able to manage its activity. Indeed, in addition to technical and financial indicators such as turnover and the combined ratio, other indicators such as customer satisfaction, company culture or staff commitment make it possible to qualitatively evaluate certain company practices. The annual staff satisfaction survey makes it possible to measure team expectations, the overall atmosphere, commitment and leadership for the CICA-RE entity.

The annual satisfaction survey provides annual feedback. This makes it easier to identify strengths and areas for improvement. The survey being a means of strengthening the corporate culture and the level of staff adherence to the company's values, these results will therefore reveal the staff's perception of the activities and the level of leadership of the company. Company and will enable coherent plans to be put in place

### **3- OBJECTIVE OF THE SURVEY**

#### **3.1. Main objective**

This mission will allow a satisfaction survey to be carried out via questionnaires designed in collaboration with the Director of Human Resources and General Resources.

#### **3.2. Specific objectives**

Specifically, for the selected service provider, in collaboration with the Human Resources and General Resources Department (DRHMG), this will involve:

1. Propose the appropriate questionnaire corresponding to a satisfaction survey so as to ensure anonymity to the people who participate in the survey;
2. Deploy the survey on its platform with a view to guaranteeing anonymity at different levels;
3. Be able to report to the Administrators the comments of the Staff participating in the survey and ensure that the Administrators effectively access them;
4. Produce and analyze the results of the survey;
5. Benchmark the results of the study in relation to market standards, particularly with regard to recurring themes (remuneration for example) in order to monitor developments over time and in the short term and in the absence historical, to see how the Company positions itself;
6. Propose action plans to provide appropriate responses to the recommendations;
7. Name the operation.

### **4- DELIVERABLES**

The firm is expected to provide a technical and financial offer which will provide all the necessary mechanisms and information allowing the Company to assess the level of satisfaction and commitment of its staff.

Thus, at the end of the mission, the Cabinet must provide:

- ✓ A satisfaction survey system consisting of an operational platform for collecting information, a questionnaire and tools for analyzing the information collected;
- ✓ A structuring of the staff questionnaire into main topics and sub-topics and the justification of these topics in relation to the specific context of CICA-RE;
- ✓ The measures taken to ensure the confidentiality of the identity of the people who provided the answers to the questionnaires;
- ✓ An annual schedule for implementing the system with the key stages
- ✓ A list of organizations in the same sector that can serve as a benchmark when analyzing responses to questionnaires.

## 5- DURATION, LOCATION AND SCOPE OF THE INVESTIGATION

The duration of the mission will be thirty (30) working days. The mission will take into account the staff of the CICA-RE headquarters in Lomé and its representations (Douala, Abidjan, Tunis and Nairobi).

## 6- OTHER CONDITIONS

Application files including technical and financial offers must reach the following address no later than **Friday 3<sup>rd</sup> May, 2024**:

**CICA-RE**  
**07 PO BOX: 12410 LOME NYEKO / TOGO**  
**Telephone: 22 23 62 62 / 22 23 62 65**  
**Email: [cica-re@cica-re.com](mailto:cica-re@cica-re.com)**

Issued in Lomé, 15 AVR 2024

The Managing Director,

  
**Karim DIARASSOUBA**



## **APPENDIX 1: FORMS FOR TECHNICAL PROPOSALS**

- 1A. Technical proposal submission letter;
- 1B. Professional references of the Firm;
- 1C. Observations and suggestions from the Cabinet on the Terms of Reference and on the data, services and facilities to be provided by CICA-RÉ;
- 1D. Description of the approach, methodology and work program in response to the Terms of Reference;
- 1E. Curriculum vitae (CV) of team members highlighting diplomas, qualifications, experience in comparable missions and their skills;
- 1F. Breakdown of the content of the presentations and the workshop agenda;
- 1G. Team composition, individual activities and contribution of key personnel;
- 1H. Work program.

**FORM 1A: TECHNICAL PROPOSAL SUBMISSION LETTER**

FROM :

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

TO:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Subject:** Engagement of a consultancy firm to overhaul premium and claims reserve valuation methods.

**Appointment of a consulting firm to review premium and loss reserve valuation methods.**

Ladies and Gentlemen,

We, the undersigned, \_\_\_\_\_, have the honour to submit to you a technical proposal for the selection of our company to revise the methods of valuation of premiums and claims reserves for CICA-RE.

*{If the Firm is a consortium, insert the following: We submit our Proposal as a consortium as follows: {Insert the list indicating the full name and address of each partner, and identify the lead partner}. We attach a copy {insert: "of the letter of intent to form a group" or, if a group has already been formed, "of the grouping agreement"} signed by each of the partners of the group, including the details of the probable structure and confirmation of the joint and several liability of the partners of this group.*

OR

*{If the Firm's Proposal contains subcontractors, insert the following: We are submitting our Proposal with the following subcontractors: {Insert list showing the full name and address of each subcontractor.}*

We declare that all information and declarations contained in the Proposal are true and we accept that any error of interpretation or false declaration contained in said Proposal is likely to lead to our disqualification by CICA-RE and/or sanction by CICA-RE .

We acknowledge that CICA-RE is not required to accept any of the Proposals it receives.

Yours sincerely,

Signature: (Authorized representative)

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

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

Address : \_\_\_\_\_

Contact information (phone and email):

*{For a group, all partners must sign or only the leader, in which case the power of attorney authorizing the signatory to sign on behalf of all partners must be attached}*

## FORM 1B: PROFESSIONAL REFERENCES

### Services, most representative of your qualifications, provided over the last five years

Using this form, please provide the requested information regarding the various missions that your firm has carried out under contract, whether as an individual or as the main partner within a consortium.

Mission name:	Country:
Location:	Specialist staff provided :
Customer name:	Number of people :

Start date (month/year)	Completion date (month/year)	Approximate value of services (in USD or EURO) :
Name of potential partner(s) :		Number of man-days provided by partner(s) :
Name and position of key personnel (Project Leader/Coordinator, Team Leader) :		
Project description:		
Description of the services provided by your staff :		



**FORM 1 C: COMMENTS / SUGGESTIONS FROM THE FIRM**

About the Terms of Reference :

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_
7. \_\_\_\_\_
8. \_\_\_\_\_
9. Etc.

About the data, services and facilities to be provided by CICA-RÉ under the ToR

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_
7. \_\_\_\_\_
8. etc.

CICA-RE Lomé-TOGO

**FORM 1D: DESCRIPTION OF THE APPROACH, METHODOLOGY AND WORK PROGRAM IN RESPONSE TO THE TERMS OF REFERENCE**

This form gives a description of the approach, working method and work program for carrying out the service, including a detailed description of the methodology and personnel proposed for training, if the Terms of Reference identify training as one of the components of the service.

*{Suggested structure for your technical proposal*

- a) *Technical approach and working method*
  - b) *Work program*
  - c) *Organization and Personnel*
- 
- a) **Technical approach and work methodology :** *{Please explain how you understand the objectives of the service, as described in the Terms of Reference (ToR), the technical approach and methodology you would adopt in order to carry out the tasks and deliver the requested products/reports, and the level of detail of these reports. Do **not repeat or copy the ToRs**}.}*
  - b) **Work program :** *{Please indicate the program for carrying out the main activities or tasks of the service, their content and duration, the breakdown into phases and the corresponding constraints, the main stages (including review/approval by CICA-RE, and provisional reporting dates. The proposed work program should be consistent with the technical approach and methodology, demonstrating your understanding of the ToR and your ability to translate them into a realistic work program. A list of documents to be produced (including reports) must be provided. The work program must be consistent with the Activity Program Form}.}*
  - c) **Organization an Personnel :** *{Please describe the structure and composition of your team, including a list of key personnel, other staff and administrative personnel assigned to the mission}.}*

**FORM 1E: CURRICULUM VITAE FOR PROPOSED KEY EXPERTS**

<b>Job title and No :</b>	{e.g. K-1, team leader}
<b>Name of expert :</b>	{Insert full name}
<b>Date of birth :</b>	{day/month/year}
<b>Nationality/Country of residence :</b>	

**Education:** *{Summarize university and other specialized studies completed, giving name of school or university, years of study and degrees obtained}*

**Work experience relevant to the mission:** *{List all jobs held since graduation, in reverse chronological order, starting with the current position; for each job, indicate dates, employer's name, employee's professional title and place of work; for jobs held within the last ten years, also specify the type of work performed and provide, where applicable, the names of clients as references. Jobs held that have no connection with the assignment may be omitted}.*

<b>Period</b>	<b>Name of employer, job title/position held. Contact information for references</b>	<b>Country</b>	<b>Summary of activities carried out in connection with this service</b>
	<input type="checkbox"/> <b>Employer :</b>  <input type="checkbox"/> <b>Job title / position held :</b>  <input type="checkbox"/> <b>References :</b>		

**Membership of professional associations and publications:**

---

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

---

**Skills /qualifications for the Service:**

*{List of deliverables/tasks in which the expert will be involved}*

---

Specific tasks to be carried out by the firm's team of experts:	Reference to previous work or assignments illustrating the expert's ability to carry out the tasks assigned to him/her
<i>List of deliverables/tasks in which the expert will be engaged}</i>	

**Expert contact information:** (e-mail....., telephone.....)

**Certification:**

I, the undersigned, hereby certify that this CV accurately describes me, as well as my qualifications and professional experience; I undertake to be available to perform the service, should the contract be awarded. Any false statement or information incorrectly provided in this CV may be grounds for my disqualification or dismissal by CICA-RÉ, and/or sanctions by CICA-RÉ.

*Name of expert :*

*Date {day/month/year} :*

*Signature :*

Name of authorized representative of the Firm (the same person who signs the Application) {day/month/year} :

*Signature :*

**FORM 1F: PROGRAM OF ACTIVITIES AND SCHEDULE OF DELIVERABLES**

N°	Deliverables <sup>8</sup> (D-..)	Month <sup>9</sup> <sup>10</sup>													
		1	2	3	4	5	6	7	8	9	.....	n	TOTAL		
D-1	{for eg. Deliverable #1: Report A 1) Data collection 2) report writing 3) preliminary report 4) finalization to address comments 5) ..... 6) delivery of final report to customer}														
D-2	{e.g. Deliverable #2:.....}														
n															

<sup>8</sup> Provide a list of deliverables, detailing the activities leading up to them, as well as other actions, such as approvals to be obtained from the customer. For assignments involving successive stages, indicate the activities, reporting and actions required for each stage separately

<sup>9</sup> The duration of activities should be indicated in the form of a bar chart.

<sup>10</sup> Insert a legend if necessary to understand the diagram

**FORM 1G: Team composition, individual activities and contribution of key personnel**

N°	Name <sup>11</sup>	Staff contribution in days for each item delivered							Duration of total contribution (in days)					
		Position	D-1	D-2	D-3	.....	D-...	Head office <sup>12</sup>	Field <sup>13</sup>	Total				
<b>Key personnel</b>														
K-1	{for ex. Mr. Abbbb}	Team Lead	Head office											
K-2			Field											
K-3														
n														
<b>Other Staff</b>														
N-1			Head office											
N-2			Field											
n														
											<b>Sub-total</b>			
											<b>Total</b>			

<sup>11</sup> For key personnel, the contribution must be indicated for each position as identified in the specific data

Full-time Contribution  Part-time Contribution 

<sup>12</sup> "Headquarters" refers to work carried out at the office in the expert's staff's country of residence.

<sup>13</sup> "Field" refers to work carried out in the Customer's country or another country different from the expert's staff's country of residence.

**FORM 1H: WORKING PROGRAM**

**1. Field investigation**

Tasks / Activities	Monthly Program (as bar chart)											
	1	2	3	4	5	6	7	8	9	10	11	12

**2. Accomplishments and submission of reports**

Report	Date
<i>1. Initial Report</i>	
<i>2. Activities' Reports</i>	
<i>a) First Progress report</i>	
<i>b) Second Progress report</i>	
<i>3. Final report Project</i>	
<i>1. Final Report</i>	

## APPENDIX 2. FORMS FOR FINANCIAL PROPOSALS

- 2A Financial Proposal Form
- 2B Price Summary
- 2C Fee sub-details
- 2D Other Expenses (refundable)

CICA-RE Lomé-TOGO



**FORM 2A: FINANCIAL PROPOSAL FORM**

FROM :

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

TO :

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Subject:** Hiring of a consulting firm \_\_\_\_\_

Dear Ladies and Gentlemen,

We, the undersigned, \_\_\_\_\_, have the honor of sending you herewith a Financial Proposal for the selection of our firm for \_\_\_\_\_.

Please find enclosed our Financial Proposal which amounts to *{indicate amount(s) in words and*

*figures for each currency}*.

Our Financial Proposal is binding on us, subject to any changes resulting from the negotiation of the Contract, until the expiration of the Proposal validity period.

Yours sincerely

Signature: (Authorized representative)

Name:

Position:

Address:

*{For a consortium, all partners must sign or only the lead partner, in which case power of attorney empowering the signatory to sign on behalf of all partners must be attached}*

**FORM 2B : PRICE SUMMARY**

Item	Amount in local currency	Amount in USD or Euro <sup>14</sup>
Financial proposal price including		
(1) Fees		
(2) Other costs [Reimbursable]		
Total price of financial proposal : <i>{should reflect amount in Form 2A}</i>		

Payments will be made in the currency (ies) indicated above at the exchange rate prevailing on the date of purchase remittance Day/Month/Year.

<sup>14</sup> Specify one or the other currency

**FORM 2C : FEES SUB-DETAIL**

**NB :**

- For time-based contracts, this form will serve as the basis for payment.
- For lump-sum Contracts, the data provided in this form will not be used to pay for services, but, where applicable, to establish the Firm's remuneration for additional services at CICA-RE's request. The format of this form is provided for information only

N°	Name	Position	Fee per day	Number of days	Costs in local currency	Costs in USD or EURO
	<b>Key Experts</b>					
K-1						
K-2						
	<b>Other experts</b>					
N-1						
N-2						

## 2D. BREAKDOWN OF OTHER EXPENSES

INB :

- For time-based Contracts, this form will serve as the basis for payment.
- For lump-sum Contracts, the data provided in this form will not be used for payment of Services, except in the case of reimbursable expenses (see "Nature" column) -].

A. Other expenses:							
No	Type of expenses <sup>1</sup>	Unit	Nature <sup>2</sup>	Cost per Unit EXCL. VAT	Quantity	[Foreign Currency – cf. FIN-2]	[ National Currency– cf. FIN-2]
—	Per diem <sup>3</sup>	Day	Package				
—	International travel	Ticket	Package				
—	Local travel	Ticket	Package				
—	Communication Costs	Monthly	Package				
—	Reprography of reports	1	Package				
—	Office rental	Monthly	Package				
—	...						
—	Training of customer personnel - if specified in the ToR	According to ToR	Package				
<b>Total Cost Excl. VAT</b>							

<sup>1</sup> Delete all elements items not relevant to the Services

<sup>2</sup> Replace "lump sum" with "reimbursable" if the Customer prefers to reimburse expenses incurred at actual cost.

<sup>3</sup> A per diem is paid for each night spent by personnel away from their usual place of residence and required by the Contract. It will include meals, accommodation, local transport and other mission expenses. The Customer may set a maximum

**DRAFT SERVICE CONTRACT**

**BETWEEN**

**CICA-RE**

**AND**

***[NAME OF LEGAL ENTITY]***

**CONTRACT N° DEPT/YEAR/MONTH/NUMBER-SERIES**

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## 0 PREAMBLE

---

**THIS CONTRACT FOR THE PROVISION OF SERVICES** (hereinafter referred to as the "Contract") is made as follows

**BETWEEN CICA-RÉ** (hereinafter referred to as "CICA-RÉ"), an African regional financial institution headquartered in Lomé, Togo

### ON THE ONE HAND

**AND [NAME AND SIGN OF THE LEGAL ENTITY], (hereinafter referred to as the "Firm"),** *[legal form, nationality of the legal entity]* whose registered office is located at *[geographical and postal address]*.

### ON THE OTHER HAND

**WHEREAS** CICA-RÉ has emphasized the need to use the services of the Firm as described or implicitly agreed to in this Agreement, in accordance with the terms and conditions hereinafter set forth;

**THEREFORE,** the parties hereto have agreed as follows:

## 1 ARTICLE I: SCOPE OF SERVICES

---

- 1.1 The services to be performed by the Firm under this Contract (hereinafter referred to as the "Services") are defined in the Terms of Reference (hereinafter referred to as the "Terms of Reference or TOR") set forth in Appendix I, which forms an integral part of this Contract.
- 1.2 Notwithstanding Article XV below, CICA-RÉ reserves the right to amend the Terms of Reference, provided, however, that such amendment shall not have the effect of changing the very nature or purpose of the Services. In the event of a substantial change in the scope of the Services, the Contract Amount (as defined in paragraph 8.1 of Article VIII) may be adjusted and/or the term of this Contract revised by CICA-RÉ.

## **2 ARTICLE II: COMMENCEMENT OF SERVICES AND COMPLIANCE WITH DEADLINES**

- 2.1.** The Firm shall commence performance of the Services entrusted to it as from *[insert date]*, for a period of *[insert duration in words and (in figures)]*, in accordance with the program and within the deadlines established in the Terms of Reference or indicated in writing to the Firm by CICA-RÉ.

## **3 ARTICLE III: RESPONSIBILITIES OF THE FIRM**

- 3.1** The Firm shall perform the Services with care, diligence and efficiency, in accordance with generally accepted professional practice and quality of service in its industry and in performing the Services shall accept, carry out and comply with such instructions and directions as CICA-RÉ may issue from time to time.
- 3.2** The Firm shall report regularly to CICA-RÉ and seek its instructions and advice on all matters relating to this Contract and the performance of the Services.
- 3.3** The Firm shall perform the Services to the satisfaction of CICA-RÉ and in accordance with the Terms of Reference. The Firm shall also submit to CICA-RÉ satisfactory and complete reports in accordance with the Terms of Reference.
- 3.4** The Firm shall appoint *[Name of the Head of Mission]* as Chef de Mission, whose duties shall include supervising and coordinating the performance of the Services and acting as liaison between the Firm and CICA-RÉ throughout the performance of the Contract. In this capacity, it shall be responsible for, but not limited to, the day-to-day supervision of the performance of the Services, as well as exchanges and communications between the Firm and CICA-RÉ.
- 3.5** During the performance of this Contract, the Firm shall use the services of experts and qualified employees who shall be identified, for prior approval by CICA-RÉ, prior to the commencement of the performance of the Services. Any change of expert shall be subject to the prior written approval of CICA-RÉ. The Firm shall, upon written request from CICA-RÉ, immediately replace, with pre-approved experts, all members of the team whose skills are deemed by CICA-RÉ to be insufficient for the satisfactory performance of the Services. The cost of such replacement(s) shall be paid by the Firm.



- 3.6** The Firm shall keep accurate and detailed records and accounts of the expenses incurred by it in connection with this Agreement, in such form and detail as may be acceptable to CICA-RÉ, for payment by CICA-RÉ under this Agreement. The Firm shall obtain any visa and/or residence permit that may be required to perform the Services and fulfill its obligations under this Agreement. CICA-RÉ shall, where necessary and to the extent possible, assist the Firm in obtaining such visas and/or residence permits.
- 3.7** The Firm shall be fully liable for the consequences of any error or omission on its part or for any damage caused as a result of its negligence in the performance of the Services or its other obligations under this Agreement.
- 3.8** By signing this Agreement, the Firm warrants that neither it nor any of its experts, employees or agents has any public or private interest, direct or indirect, which may in any way conflict with the performance of its obligations under this Agreement and that none of them will acquire, directly or indirectly, any such interest. The Firm agrees to withdraw from any business or other arrangement that conflicts with the performance of its obligations under this Agreement.
- 3.9** Unless otherwise agreed in writing by CICA-RÉ during the term of this Agreement, the Firm and any entity in which the Firm has a business interest or participation shall not provide any goods or Services or arising from the Services.

#### **4 ARTICLE IV: DISCLOSURES AND GARANTEES**

---

- 4.1** The Firm represents and warrants that it has the requisite experience, qualifications and capabilities to perform the aforesaid Services and to carry out the duties and responsibilities prescribed by this Agreement, and that all information provided with respect to the requisite experience, qualifications and capabilities is accurate.
- 4.2** The Firm represents and warrants that it is in compliance with all laws and regulations in force in its place of registration. The Firm undertakes, for the duration of this Contract, to comply with, and to take all necessary steps to comply with, the laws and regulations in force in any place where all or part of the Services are to be performed.
- 4.3** The Firm represents and warrants to CICA-RÉ: i) that the execution of this Agreement, the performance of the Services as contemplated herein and the performance of its obligations under this Agreement are not in violation of or in conflict with, or will not result in a breach of any of the provisions, or give any third party, the right to terminate any agreement, whether an agreement, (ii) that it possesses and will maintain all authorizations, licenses, permits and good title to all intellectual property or other rights necessary for the performance of its obligations under this Agreement. This paragraph shall survive the termination of this Agreement.

## **5 ARTICLE V : INSURANCE**

---

- 5.1. The Firm shall be responsible for taking out a medical insurance policy to cover its experts and employees engaged in the performance of the Services, in accordance with the practices specific to its sector of activity. CICA-RÉ shall have no liability whatsoever with respect to such insurance, nor for any medical expenses incurred by the Firm or its employees, agents, affiliates, prime contractors, subcontractors or any other persons performing their duties under the responsibility of the Firm (collectively the "Servants")

## **6 ARTICLES VI : RELATIONS BETWEEN PARTIES - INDEMNIFICATION**

---

- 6.1. Nothing in this Agreement shall be construed as establishing or creating any relationship between CICA-RÉ, on the one hand, and the Firm, on the other hand, other than that of independent contractor. Consequently, the Firm accepts that CICA-RÉ disclaims all liability in contract or tort resulting from any act, omission, error or negligence on the part of the Firm and its Agents.
- 6.2. The Firm agrees to fully indemnify CICA-RÉ for any and all actions, judgments, damages, losses and expenses ("Losses") (including reasonable attorneys' fees), relating to or arising out of any claims, including those of third parties, occasioned by or resulting from any act, omission, error or negligence of the Firm or its Agents. The Firm shall reimburse CICA-RÉ for all costs incurred by it in investigating or defending against such claims or Losses. The Firm also undertakes to fully indemnify CICA-RÉ for any third party claim relating to the infringement of industrial property or intellectual property rights in connection with the performance of the Services by the Firm or its Agents
- 6.3. The provisions of this article shall continue to apply after termination of this Contract.

## **7 ARTICLES VII: DEFAULT BY THE FIRM**

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- 7.1. If CICA-RÉ considers, at any time and for any reason whatsoever, that the Firm is unable to perform or complete the Services in a manner deemed satisfactory, it may either terminate this Agreement or grant additional time for the performance of the Services. Any additional costs or expenses incurred by CICA-RÉ as a result of the extension shall be borne by the Firm.

## **8 ARTICLES VIII: AMOUNT OF CONTRACT – REMUNERATION OF SERVICES**

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- 8.1 CICA-RÉ shall pay to the Firm, as remuneration for the satisfactory performance of the Services, the sums indicated in Section 1 of Appendix II of this Agreement (hereinafter referred to as the "Agreement Amount"), which forms an integral part of said Agreement.
- 8.2 The Contract Amount shall be paid in accordance with the provisions of Section 2 of the said Appendix II.

## **9 ARTICLE IX: COPYRIGHT, CONFIDENTIALITY AND RIGHTS OF PROPERTY**

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- 9.1** The Firm shall not at any time, without the written consent of CICA-RÉ, disclose to any person or entity any Confidential Information made available to it for the purpose of performing the Services or discovered by it in the course of performing the Services, or make any public statement relating to this Agreement. All Confidential Information shall be considered as such by the Firm and its Representatives and shall remain the property of CICA-RÉ. The Firm and its Representatives shall not use or make copies of such Confidential Information for any purpose other than that of this Agreement. For the purposes of this Agreement, "Confidential Information" means all documents, statistics, reports, data and other information, whether in written, oral or other tangible form, transmitted, made available to, or created, compiled or prepared by the Firm, under, in connection with or pursuant to this Agreement.
- 9.2** The Firm shall protect the Confidential Information in such a way as to preserve its confidential nature and prevent misappropriation of the said Information and access thereto by unauthorized personnel and third parties. It shall ensure that Confidential Information is not used in an unauthorized manner.
- 9.3** The Firm's obligations under clause 9.1 of this Agreement shall not be deemed to have been breached provided that the Confidential Information: a) is disclosed by the Firm to its Appointees solely for the purpose of fulfilling its obligations or exercising its rights under this Agreement; or b) has come into the public domain other than as a result of a breach of clause 9.1. Where the Firm discloses Confidential Information in accordance with clause a) above, the Firm will a) notify the recipient that the information is Confidential Information and, b) not disclose the Confidential Information unless the recipient undertakes to comply with the provisions of paragraph 9.1. In all cases, the Firm shall notify CICA-RÉ a) in advance, of its intention to disclose the information to its Employees, b) of any breach of its confidentiality obligations, immediately upon becoming aware thereof.
- 9.4** The Firm shall not, without the prior written consent of CICA-RÉ, publish, contribute to, or authorize the publication of any conclusions, recommendations or éléments thereof, made during or as a result of the performance of the Services, as well as the existence of this Agreement.
- 9.5** All ownership rights and intellectual and industrial property rights to documents, statistics, reports, data and other information, transmitted, made available to, or created, compiled or prepared by the Firm during the performance of the Services shall belong to CICA-RÉ. Such documents, statistics, reports, data and other information shall, upon completion of the Services or termination of this Agreement, be immediately returned to CICA-RÉ. The said working documents shall be satisfactorily sorted and indexed before being returned to CICA-RÉ.
- 9.6** The Firm further undertakes to include the provisions of this Article in all sub-contracts and consultancy agreements entered into or to be entered into for the performance of the Services under this Agreement.

9.7 The provisions of this Article shall continue to apply after termination of this Agreement.

## **10 ARTICLE X: ASSIGNMENT AND SUBCONTRACTING**

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- 10.1** The Firm shall not assign, transfer or dispose of all or any of its rights or obligations under this Agreement, except with the prior written consent of CICA-RÉ-.
- 10.2** The Firm shall not, under any circumstances, subcontract all or part of its obligations, unless it obtains the prior written consent of CICA-RÉ with respect to the individual or entity proposed to enter into the subcontract.
- 10.3** Notwithstanding any such consent given by CICA-RÉ for the purposes of paragraphs 10.1 and 10.2 above, the Firm undertakes to guarantee compliance with the provisions of this Agreement by each of its Agents as well as the satisfactory performance, by each of them, of the Services resulting from the subcontracting. In addition, the Firm shall be liable and principal debtor to CICA-RÉ for the quality of the Services.

## **11 ARTICLE XI : FORCE MAJEURE**

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- 11.1** As defined in this Agreement, "Force Majeure" includes any event which a) delays or prevents, in whole or in part, the performance by a party of its obligations under this Agreement, b) is unforeseeable and unavoidable, c) is insurmountable or cannot reasonably be controlled by such party, and d) is not due to the fault or negligence of such party.
- 11.2** The party affected by the Force Majeure shall immediately notify the other party in writing of the nature and probable duration of the Force Majeure, as well as its consequences on the performance of its obligations under this Contract.
- 11.3** For the duration of the Force Majeure, the affected party's obligations will be suspended in accordance with, or to the extent necessitated by, the Force Majeure. If the event giving rise to Force Majeure delays performance of all or part of the obligations under this Agreement for more than *[insert number of days in words and (in figures)]* days, either party shall have the right to give written notice to the other party of termination of this Agreement.

## **12 ARTICLE XII : FRAUD AND CORRUPTION**

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- 12.1** The Firm declares that no employee of CICA-RÉ involved in the award of this Contract has received or will receive, directly or indirectly from the Firm or its Agents, any benefit whatsoever or advantage resulting from the award of said Contract and its performance.

**12.2.** If it is established that at any time the Firm or its Agents have engaged in corrupt or fraudulent practices in connection with this Agreement, CICA-RE may, at its discretion, take any or all of the following actions: i) cancel or terminate this Agreement, as the case may be, without being required to pay the Contract Amount or any part thereof ii) declare the Firm ineligible, either indefinitely or for a specified period of time, to contract with CICA-RE, or to enter into contracts relating to contracts financed by CICA-RE, and iii) institute proceedings against the Firm. Under the terms of this Contract, "bribery" means the offering, giving, receiving or soliciting of anything of value for the purpose of influencing the action of an official in the process of awarding and performing said Contract, and "fraudulent maneuvers" means a misrepresentation for the purpose of influencing the process of awarding or performing the Contract or collusion between bidders, before or after the submission of bids.

### **13 ARTICLE XIII : TERMINATION**

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**13.1** CICA-RÉ may terminate this Agreement at any time without notice in the event of any misconduct on the part of the Firm. For the purposes of this article, "fault" means any unlawful, tortious or improper conduct which, in the opinion of CICA-RÉ, causes serious damage to its reputation.

**13.2** CICA-RÉ may, subject to at least [*insert number of days in words and (in figures)*] days prior notice to the Firm, terminate this Agreement if, in its opinion, the Firm has not properly performed the Services or complied with any of its obligations under the Agreement.

**13.3** CICA-RÉ may, at its sole discretion, terminate this Agreement, for convenience or to protect its interests, provided that it gives, in such event, at least [*insert number of days in words and (in figures)*] days' notice prior to termination of the Agreement.

**13.4** The Firm may terminate this Agreement if, within a period of forty-five (45) days following the date set for payment of an amount that is not disputed by CICA-RÉ, the Firm has failed to make payment without valid reason.

**13.5** CICA-RÉ and the Firm may terminate this Agreement by mutual agreement.

**13.6** Upon termination of this Agreement, the Firm shall:

- a) take all necessary steps to terminate said Agreement in an immediate and orderly manner, reduce its losses, keep expenses to a minimum and,
- b) return all CICA-RÉ equipment and, in accordance with paragraph 9.2 return all documents, reports and data provided to, obtained, created, compiled or prepared by the Firm during the performance of the Services

**13.7** If this Agreement is terminated pursuant to the provisions of this Article XIII or Articles VII or XI, CICA-RÉ shall pay, in accordance with the payment provisions of this Agreement, only for Services actually performed and reasonable expenses incurred prior to the effective date of termination.

#### **14 ARTICLE XIV : SETTLEMENT OF DISPUTES**

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- 14.1** Any dispute or difference arising out of or in connection with this Agreement or any breach thereof shall be settled amicably by direct negotiation. The party asserting the existence of a dispute or difference shall, as soon as it becomes aware of the existence of such dispute or difference, notify the other party in writing (such writing being hereinafter referred to as the "Notice of Conciliation") specifying the nature of the dispute or difference, and shall also provide such other information as the other party may reasonably require.
- 14.2** If the dispute is not settled within forty-five (45) days of receipt of the Notice of Conciliation, the parties may request that the dispute be settled by arbitration in accordance with the Arbitration Rules of the United Nations Commission on International Trade Law (UNCITRAL) in force at the date hereof.
- 14.3** The arbitral tribunal shall consist of a sole arbitrator chosen by mutual agreement of the parties or, if the parties fail to reach agreement within sixty (60) days from the notification of the Notice of Conciliation, the London Court of International Arbitration (LCIA) shall be the appointing authority.
- 14.4** The seat of the arbitration shall be Paris, France.
- 14.5** The language of the arbitration shall be French.
- 14.6** The parties undertake to carry out the arbitral award and to consider it as the final and definitive settlement of their dispute or difference.
- 14.7** None of the provisions contained in this article shall be considered as or constitute a waiver or modification alteration of the privileges, immunities and exemptions granted to CICA-RÉ by virtue of the Agreement establishing CICA-RÉ, international conventions protocols and other applicable texts.
- 14.8** The provisions of this section shall survive the termination of this Agreement.

#### **15 ARTICLE XV : MODIFICATION – AMENDMENT**

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- 15.1.** Subject to paragraph 1.2 of Article I above, no changes, modifications or amendments shall be made to this Contract, unless mutually agreed in writing by both parties.

#### **16 ARTICLE XVI : EFFECTIVE DATE– EXPIRATION OF CONTRACT**

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- 16.1** This Agreement shall come into force on its Effective Date, being the date of the last of the signatures by the parties.

16.2 Unless terminated pursuant to the provisions of Articles VII, XI, XII or XIII above, or indicated by CICA-RÉ in writing, this Contract shall terminate on the earliest of the following dates: either on the date of *[date envisaged for the completion of the performance of the Services - provided for in the Terms of Reference]* - or on the date of the discharge of all obligations arising out of or under this Contract, subject to those which have been expressly indicated as surviving the termination of the said Contract.

## 17 ARTICLE XVII : NOTICES

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17.1 Any notification or request required or authorized, shall, with respect to CICA-RÉ, be addressed to the *[insert the Position and Department of the Person in Charge]* or to the representative he shall designate for this purpose.

17.2 Any notification or request shall be deemed to have been duly given or received, when delivered by hand or by registered letter with acknowledgement of receipt or by facsimile, to the party for whom it is intended, or to the address indicated below or to any other address which the parties shall have communicated to each other in writing:

### FOR CICA-RÉ

CICA-RE Office Address\*

To the attention of: xxxxxxxxxxxxxxxx

Function

Department

E-mail: ..... Tel: ..... Fax: .....

### FOR THE FIRM

Name of legal entity

Postal address

City

Country

E-mail: Tel: Fax:

## 18 ARTICLE XVIII : APPLICABLE LAW

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18.1. This Agreement shall be governed by and construed in all respects in accordance with French law.

## 19 ARTICLE XIX : NON-APPLICATION OF PROVISIONS

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19.1. The invalidity, unenforceability or illegality of any provision of this Agreement (or part thereof) shall in no way affect the validity, enforceability or legality of the remaining provisions.

**20 ARTICLE XX : ORIGINALS**

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20.1. The present contract may be signed in several copies, each of which constitutes an original of the said contract. However, all originals form one and the same contract.

**IN WITNESS WHEREOF**, the parties hereto have signed on their respective behalf, on the dates mentioned below.

**FOR CICA-RÉ**

\_\_\_\_\_

***[NAME OF AUTHORIZED SIGNATORY]***

***[FUNCTION]***

**Date** \_\_\_\_\_

**FOR THE FIRM**

\_\_\_\_\_

***[NAME OF AUTHORIZED SIGNATORY]***

***[FUNCTION]***

**Date** \_\_\_\_\_

CICA-RE Lomé-TOGO



CICA-RE Lomé-TOGO

## 22 APPENDIX II. AMOUNT OF CONTRACT AND TERMS OF PAYMENT

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### **1. Amount of Contract**

Pursuant to the terms of Article VIII of this Agreement, CICA-RÉ shall pay to the Firm, in consideration of the Services and all reasonable costs and expenses incurred in the performance of its obligations under this Agreement, the various amounts according to the nomenclature set forth below:

#### **a) Fees**

*The professional fees payable to the Firm under this Agreement, for the satisfactory performance of the Services shall be [insert amount in relevant currency, in words and then (in figures)]. [The amount shall be stated in the currency chosen by the Firm. For local Firms, payments under the Contract shall be made in CFA Francs, (for entities incorporated under Togolese law), unless they prove that they are authorized to be paid in foreign currency].*

#### **b) Transport cost**

*[Insert number] of round-trip air tickets in [insert class of travel] class for the route(s) [insert itinerary] shall be directly purchased by the Firm, then reimbursed by CICA-RÉ, as agreed by the parties, on the basis of a total amount not to exceed [insert amount in the relevant currency].*

#### **c) Living expenses**

The Firm will receive a daily subsistence allowance intended to cover the cost of hotel accommodation and the personal living expenses of the Firm's experts, such as the cost of meals and other expenses which are not reimbursed separately.

The daily subsistence allowance will be paid at the daily rate of *[insert amount in words and (in figures)]*.

#### **d) Reimbursable miscellaneous expenses :**

Reasonable miscellaneous expenses for a maximum amount of [insert amount in relevant currency] to cover expenses accepted by CICA-RÉ as reimbursable, will be reimbursed to the Firm.

## **2. Terms of payment**

The terms of payment of the fees and travel expenses which form part of the Amount of this Contract, as described in Section 1 of this Appendix II, are as follows:

### **a) Fees**

Payments shall be made upon satisfactory completion of the Services as described in the Terms of Reference and shall be as follows:

*[Insert details: amounts and payment schedule according to deliverables]*

### **b) Transport cost**

Transportation costs will be reimbursed to the Firm on presentation of an invoice, accompanied by supporting documents for expenses incurred or attendance for travel.

### **c) Living expenses**

Living expenses will be reimbursed to the firm on presentation of an invoice, together with proof of attendance for each trip.

### **d) Reimbursable miscellaneous expenses**

Travel and other expenses will be reimbursed to the Firm upon presentation of the appropriate supporting documents or any other evidence of the expenses incurred by the Firm in the performance of the above Services.