



FIDAK



Dakar International Trade Fair

EXHIBITOR'S GUIDE

All the information and recommendations for exhibiting at the fair under the best conditions.

7th to the 31st

DECEMBER

2025

CICES



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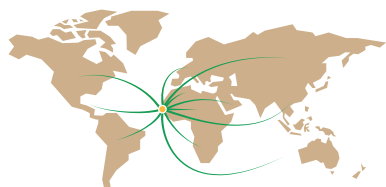
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Senegal, an open and hospitable country

Apart from its geographic position, which vests in it a place of leader and a status of hub in Africa and in the world, the privileged position of Senegal in all these international instances explains the ambition and the real willingness of all countries around the world to promote a productive cooperation with it.



The Republic of Senegal is located at the furthestmost western protrusion of the African continent, in the Atlantic Ocean, at the junction of Europe, Africa and the Americas, and at the crossroads of high maritime and air roads; thus constituting a gateway to the continent.



Member of the Economic Community of West African States (ECOWAS), grouping fifteen (15) member States and a market of more than 300 millions of consumers, and the West African Economic and Monetary Union with eight (8) member States and 69 millions of consumers, Senegal has committed itself into a strategy of fast-track (accelerated) growth.



Senegal shares a stable common currency, the CFA Franc, with the countries of this last organization, which is issued by the Central Bank of West African States (BCEAO). The parity of the CFA Franc is fixed to the Euro (1 euro = 655.957 CFA Francs), which guarantees it.



As a democratic and politically stable country, Senegal belongs to the West African Economic and Monetary Union (UEMOA), which has a common currency: the CFA franc, issued by the Central Bank of West African States (BCEAO). The parity of the CFA franc is fixed with the Euro (€1 = FCFA 655.957), thus ensuring its guarantee.



CICES, a leader in the organization of fairs and specialized shows

With fifty (50) years of renown experience in the organization of national and international events, the Centre international du Commerce extérieur du Sénégal (CICES) is a leader in the organization of fairs and specialized shows in the West African sub-region. A privileged place for contacts and exchanges, the Centre international d'échanges de Dakar (CIED) , where the FIDAK takes place, includes two building sets: an Exhibitions Ground, and a Congress Center.

The CIED is:

- *a large hosting capacity of mass events (more than 2,000 participants);*
- *uwide car parks;*
- *located nearby a Brigade of Gendarmerie;*
- *a privileged location between the VDN and the Léopold Sédar Senghor international airport;*
- *multi-purposes pavilions (from 150 to 7,000 sq.m.) and meeting rooms (from 50 to 1,200 seats).*



FIDAK – the event

West Africa's pioneering commercial event, the ideal place for the promotion of goods and services, for partnership seeking, of business contacts and exchanges, the Dakar international trade Fair (FIDAK), regularly organized since 1974, remains one of the greatest economic events in Africa in general, and in the West sub-African region in particular.

It was organized every two years from the 1st to the 18th edition; and has been annualized since the 19th edition (2011)

The attendance, at each edition, of hundreds of public and private companies dealing in several lines of activities, and coming from all around the world shows a great interest in the development of your business relations.

The FIDAK has been agreed by the Global Association of the exhibition industry (UFI) since 1978, i.e. as soon as its third edition.

Dates of the FIDAK

The 33rd Dakar international Trade Fair (FIDAK) is scheduled from 7th to 31th December 2025 in the Exhibitions ground of CICES.

Slogan: "FIDAK: a tool for integration"

Theme : «Territorial Transformation and Inclusive Development»



Why participate?

Because they bring together all market players (suppliers, buyers, influencers, consultants and the media) in one place and at the same time, fairs and exhibitions constitute an incredibly versatile marketing tool.

Fairs and exhibitions are a particularly effective way to achieve several objectives at the same time:

- from launching new products to testing your brand awareness;
- from market research to ensuring media coverage;
- from the creation of prospect databases to the loyalty of your current customers;
- from market information to immediate sales;
- etc.

Trade fairs and exhibitions therefore remain essential meeting places and business contacts for companies and business people around the world. We make ourselves known there, we test our products / services, we build relationships there or we maintain contact with our suppliers, customers, prospects and competitors. A physical contact which remains essential to properly grow your "business".

Participation in fairs and shows is, therefore, the most direct form of marketing. Business is conducted face-to-face, the most compelling form of selling.

The Dakar international trade fair(FIDAK) gives the opportunity to:
discover the various economic, cultural and touristic potentialities of Senegal, and participating countries;
broaden or reinforce business relations between participants;
enter a sub-regional market of more than 300 million consumers (ECOWAS and UEMOA).

Lines of activities

The exhibition is intended for firms, manufacturing companies of goods and services, trade promotion organizations, backing organizations, financial institutions, NGO's, and so on

Secteurs concernés

- Foodstuffs/Agribusiness,
- Agriculture/Husbandry/ Fishing,
- Building/ Real Estate,
- Hydraulics/ Civil works, Technical Tools and Equipment,
- Telecommunication Broadcasting,
- Printing/ Press,
- Transportation/ Logistics,
- Energy/ Mining,
- Games/ Musical Instruments,
- Vehicles/ Spare Parts,
- Office Equipment and Supplies/Learning Tools/Computer sciences,

- Home Furniture/ Household appliances/ Indoors and outdoors decoration,
- Fashion/Textile/Cosmetics,
- Leather Goods,
- Arts and Crafts,
- Administrative services.

Trade visitors

Importers, exporters, traders, companies' managers, businessmen / women worldwide can participate astrade visitors.

FIDAK highlights

- Scientific forum on sub-topics dealing with the main theme
- B2B Encounters
- National days of officially participating countries
- Dedicated days of private participating exhibitors
- Cultural performances
- Screening tests (Blood glucose, cholesterol, ...)

SOME DATA OF THE 31th FIDAK:



- Exhibition spaces : 19.005m2
- Official participating countries : 16
- Countries of provenance : 31
- Exhibitors : 1.794

Book your stand

Exhibitors can book their stand in contacting directly the CICES' sales taskforce through

phones :

+221 33 859 96 00
+221 33 859 96 03
+221 33 859 96 08
+221 33 859 96 19
+221 33 859 96 30
+221 33 859 96 33
+221 33 859 96 30

email : cices@cices.sn

or website : www.cices.sn.



Travelling to Senegal



Located at five hours flight from France and six hours from America, the Republic of Senegal has got an international airport, serviced by the greatest international air companies, towards various destinations; as well as an international port that can harbour the biggest ships of the world.

The Blaise Diagne International Airport is serviced by air companies from Africa, Europe, America and Asia.

All nationals from ECOWAS member countries, the United States of America, and the European Union shall enjoy total freedom to enter the Senegalese territory, upon production of a valid passport.

Nationals from other countries shall go to the Senegalese Embassies accredited in their respective countries, to get the necessary information on the need or not to have a visa to enter Senegal.

For Nationals from countries where there is no Senegalese diplomatic representation, they can directly contact CICES, by communicating all their travelling data and copies of their passports.

Regarding the sanitary regulations, the following documents are required before entry:

- Yellow-fever vaccine certificate of more than 10 days and less than 10 years, except for passengers coming from a non endemic zone (ex: Europe);
- Cholera vaccine certificate (for Nationals from African countries).

It is furthermore recommended to the persons who will stay for more than fifteen (15) days in Senegal to undergo a malaria treatment, which, to be efficient, must be started eight (08) days before arrival and continued two (02) weeks after leaving the Senegalese territory.

RENTAL RATES FOR STANDS

Registration fees: CFA Fr 75,000 exclusive of taxes

A / EXHIBITION WITH PUBLIC DIRECT SALE

- Orange pavilion (modules of 25 sq.m stand and by multiples of 25)
Price per sq.m = 50.000 FCFA HT (68,64 € excl. of taxes)
Price per module of 25 sq.m = $50\,000 \times 25 = 1\,250\,000$ FCFA HT (1 905,39€ excl. of taxes)
- Outdoor Space (modules of 25 sq.m stand and by multiples of 50)
Price per sq.m = 50 000 FCFA HT (68,64 € excl. of taxes)
Price per module of 25 sq.m = $50\,000 \times 25 = 1\,250\,000$ FCFA HT (1 905,39€ excl. of taxes)

B / EXHIBITION ON SAMPLES

- Other pavilions than Orange (modules of 25 sq. m stand and by multiples of 25)
Price per sq.m = 50.000 FCFA HT (68,64 € excl. of taxes)
Price per module of 25 sq.m = $50\,000 \times 25 = 1\,250\,000$ FCFA HT (1 905,39€ excl. of taxes)
- Heavy equipment area (modules of 50 sq. m bare space and by multiples of 50)
Price per sq.m = 35 000 FCFA HT (45,76 € excl. of taxes)
Price per module of 25 sq.m = $35\,000 \times 50 = 1\,750\,000$ FCFA HT (2 667,54€ excl. of taxes)
- Bare Space with electricity (Outdoor) 40.000 FCFA per sq.m excl. of taxes

NB: Registration fees and VAT (18%) should be included in the renting charges.

GENERAL RULES AND REGULATION

CHAPTER 1: GENERAL PROVISION

01.01. This Regulation shall, in case of need, be supplemented by an Exhibitor's "guide" or "manual". An Exhibitor's "guide" or "manual" means the document given, sent upon request of the exhibitor, or made available on the event's website (www.cices.sn) and containing information, rules and regulations, forms for ordering services, and any other relevant information relating to the participation of the exhibitor in the Dakar International Trade Fair (FIDAK). It is entirely committing to the exhibitor.

01.02. The term "stand" means the space intended for the presentation of products or services, or the space used to meet customers or colleagues. The "Catalog of the Dakar International Trade Fair (FIDAK)" means an electronic or paper document containing the list of exhibitors, the details of their contacts, the stand allocation plans and any other information related to the Dakar International Trade Fair (FIDAK).

01.03. By signing the application form, exhibitors accept all the requirements and all those that special or new circumstances may impose. They further undertake to comply with all legal and regulatory requirements, including labor laws and safety regulations.

CHAPTER 2: ORGANIZATION AND DATES

02.01. The general organization of the Dakar International Trade Fair (FIDAK) is entrusted to the Centre International du Commerce Extérieur du Sénégal (CICES) – a Government-controlled company.

02.02. CICES is alone entitled to fix the location, duration, opening and closing hours of the event, the stands' renting charges, admission fees, and the registration deadline. It alone determines the categories of persons or companies allowed to exhibit and / or visit the event, and the list of products or services allowed to be exhibited.

02.03. The 33rd FIDAK will be held in the CICES' Exhibition grounds, from 28th of Nov to 15th Dec 2024. It will be open on weekdays (monday to

thursday) from 10:00 am to 9:00 pm, and on weekends (friday, saturday and sunday) from 10:00 am to 10:00 p.m.

02.04. The organizers reserve, at any time, the right to change the opening dates or the duration of the event, as to determine their extension or their early closure, without the participants being able to claim for any compensation.

CHAPTER 3: REQUEST FOR PARTICIPATION AND ADMISSION TO EXHIBIT

03.01. The application is made using the form issued by the CICES, and broadcast in paper or electronic format. Neither an application form request for participation, nor the reply, nor the receipt of a settlement is a priori admission to exhibit.

03.02. The admission shall become effective upon receipt by the CICES of the participation form duly filled in, signed and accompanied by a 50% down payment of the participation charges; and the written confirmation to the exhibitor by the relevant services of CICES.

03.03. CICES is the sole responsible of the definition and organization of the sectors of the Dakar International Trade Fair (FIDAK). CICES therefore reserves the right to reject, provisionally or permanently, any application that does not meet the requirements, or opposite the provisions of the application form or those of the general regulations of the FIDAK, or with regard to Public Order or the defense of certain protected interests.

03.04. May be reasons for rejection, permanently or temporarily, incomplete disclosure of required information, the failure to pay the participation fees required by the CICES, the failure of previous commitments, including the present General Regulations, the non-compliance of the applicant, its products or services, with the object, spirit or image of FIDAK, the risk of an attack, through his/its participation, against the protected interests of consumers, and extensively Public Order, the other exhibitors, safety and enjoyment of visitors.

CHAPTER 4: FEES AND PARTICIPATION

04.01. Participation forms must, under penalty of immediate rejection, be accompanied by the 50% advance payment of the participation fee inclusive of value added taxes (vat).

04.02. In case of lack of payment of the balance of the invoice by 10th November 2024, the organizers may consider participation agreement automatically terminated and simply ban the exhibitor admission within the Fairgrounds; the exhibitor being always accountable of 25% of the full amount his contract.

04.03. In case an exhibitor, for any reason, does not occupy his stand within three (03) days after the official opening date of the FIDAK, he is deemed to have waived his right to participate. Without prejudice to any other measures to be taken, CICES can use the booth of the missing exhibitor without the latter being able to claim any reimbursement or compensation, even if the stand is allocated to another participant.

CHAPTER 5: SPACE ALLOCATION

05.01. The CICES carries out the layout of the event and assigns the exhibition's spaces.

05.02. Except as otherwise provided by CICES, admission to exhibit confers no right to occupy a specific location. Participation in previous events does not vest, the exhibitor, any right to a specific location.

05.03. In the constitution of group of stands and the allocation of spaces, the CICES would try to take into account the wishes of the exhibitors, the nature and interest of items or services they intend to exhibit, the layout of the stand they plan to install.

05.04. Floorplans forwarded to exhibitors include dimensions as accurate as possible and specify the locations and types of activities that will be organized during the Dakar International Trade Fair (FIDAK).

05.05. In case of urgent need, the CICES reserves the right to modify, whenever it deems it necessary in the interest of the event, at any time before and during the event, and without notice to the Exhibitor: general and special decoration, hours and schedule of entertainment provided that this does not substantially alter the original contract between the exhibitor and CICES. If this policy were to be substantially changed, the CICES should do its utmost to find a solution acceptable to the exhibitor.

CHAPTER 6: BUILDING UP, LAYOUT AND CONFORMITY OF STANDS

06.01. The Exhibitor's "Guide" or "Manual" defines, among others, the deadline to the exhibitor before the opening of the event, for the laying out of his stand and storage of what he will need during the event.

06.02. The exhibitor is required to comply with CICES' instructions regarding Rules and Regulations of incomings and outgoings of exhibits including the movement of vehicles inside the Exhibition grounds.

06.03. The exhibitors or their principals must have completed their installation within dates and time's limits fixed by CICES; exceeded these dates and times, no packing, material, transportation vehicles, external contractors may, under any reason, and however harmful it is for the exhibitor access, be maintained or kept on the site of the event.

06.04. Stand installation shall in no case damage or modify the permanent installations of the Exhibition grounds, and they should not affect the safety or convenience of other exhibitors and visitors. Any damage caused by the exhibitor will be supported by this latter. For this reason, the exhibitor must subscribe to damage insurance policy.

06.05. Special decoration of the stands is carried out by the exhibitors under their responsibility. It must comply with the general decorations of the event. It shall not hinder the visibility of signboards and safety equipment, or the visibility of

neighboring booths, and must not conflict with any provisions of the Rules of Procedure of CICES and / or "guide" or Manual" of Exhibitors.

06.06. In the exhibition spaces, all materials, including fabrics and carpets must comply with the regulations; the CICES reserving at any time, and at the expense of the exhibitor, the right to remove or destroy any material or improper installation.

06.07. On its own initiative or at the request of an injured exhibitor, CICES reserves before the opening and during the event, the right to delete or modify facilities that detract from the general appearance of the event, would hinder the neighboring exhibitors or visitors, or which do not conform to the plans or projects previously submitted. CICES assess the specific situation of the case and is bound by an obligation if it decides to intervene at the request of an exhibitor injured.

06.08. The exhibitor or any person duly authorized to represent him/her must be present on the stand during the visit of the services responsible for security and comply, throughout the event, with the security measures imposed by the authorities, and with the security measures taken by the CICES.

CHAPTER 7: OCCUPATION AND USE OF STANDS

07.01. It is expressly forbidden to exhibitors participating in the Dakar International Trade Fair (FIDAK) to assign, sublet, share, upon or free of charge, all or part of the space allotted by the CICES.

07.02. Unless prior written permission of CICES, the exhibitor may not exhibit on the stand other materials, products or services than those listed in the application form, and may comply with the nomenclature of products or services established by the CICES.

07.03. It is forbidden to put in the stands highly inflammable materials, weapons and narcotics.

07.04. Exhibitors are committed to open and manage their stands all the event long. The cleaning of each stand, at the expense of the exhibitor, must be done every day and be completed before the opening hours to the public.

07.05. The booth rental is not a consignment contract. In case of theft on a stand, the exhibitor cannot sue against the CICES.

07.06. Exhibitors do not strip their stands and remove any of their exhibits before the end of the event.

07.07. Bulk packaging, covers used during closing hours, objects not used in the presentation stand, staff's cloakroom should be stored away from public view. Conversely, it is forbidden to leave the exhibits covered during the opening hours of the event. CICES reserves the right to remove covers on the exhibits without being liable in any way for any damages or losses that may occur.

07.08. The restaurant service is exclusively provided by (a) catering (s) approved by the CICES. In this respect, it is strictly forbidden to bring into the exhibition grounds foods and other beverages intended for ensuring catering service for profit.

07.09. Failure to comply with these provisions will be recorded (written) by CICES; on which the latter can rely to reject the participation of the exhibitor in future events.

CHAPTER 8: ACCESS TO THE FAIRGROUND

08.01. No person shall be admitted to the Exhibition grounds without presenting an admission card/badge issued or accepted by the CICES.

08.02. CICES reserves the right to refuse entry or to expel any person, visitor or exhibitor, whose presence or behavior may be prejudicial to the security, tranquility or the image of the event and / or the integrity of the site.

08.03. Admission badges/cards giving access to the event are, under conditions determined by the CICES, given to the exhibitors.

08.04. Admission cards/tickets for people or companies that they wish to invite are, under conditions determined by the CICES, available for the exhibitors. The admission cards/tickets not used can not be returned, refunded or exchanged.

08.05. The distribution (free of charges) and/or sale by an exhibitor or an individual of admission cards/tickets/badges issued by the CICES is strictly forbidden. The reproduction or sale of these cards/tickets/badges may lead to prosecution.

CHAPTER 9: CONTACT AND COMMUNICATION WITH THE PUBLIC

09.01. The exhibitors and their staff must be properly dressed and be perfectly correct with any person, visitors, other exhibitors, organizers, security officers, hostesses or any other service providers, ...

09.02. The stand must be occupied by the exhibitor or his/her representative at all times during business hours for exhibitors (including stands building-up, dismantling, and deliveries) and continuously during official opening hours for visitors.

09.03. CICES has the exclusive right of writing, publishing and distribution of the official Catalogue of the FIDAK. The information necessary for writing the Catalog shall be provided by the exhibitors under their responsibility, and under penalty of noninclusion, within the deadline set by the CICES.

09.04. CICES, or its agent, reserves the exclusive right to display in the Exhibition grounds. The exhibitor can use, within his stand, only posters and signs of his own business he has designated during the registration at the Dakar International Trade Fair (FIDAK), excluding all others, within the limits of the requirements for the general decoration. CICES can remove the posters and signs that do not comply with this provision.

09.05. Brochures, catalogs, printed or objects of any kind, may be distributed by the exhibitors on their own stands.

09.06. The distribution or sale of newspapers, periodicals, flyers, raffle tickets, badges, participation forms, even if it relates to a work or charity event, sampling surveys are prohibited in the Exhibition grounds, unless waived by the CICES.

09.07. . Any light or sound advertising and all events, shows or demonstrations that could cause crowding in the aisles shall be subject to the prior approval of CICES who may withdraw the permission granted in case of disturbance to traffic to neighboring exhibitors or event.

09.08. Promoting aloud and soliciting, of any form, is strictly prohibited. Exhibitors must under no circumstances obstruct aisles or encroach upon them. The use of high-fi music equipment for calls is prohibited and may lead to the seizure of the equipment.

09.09. The exhibitors must carefully inform the visitors about fair quality, price, terms of sale and guarantees of their products or services in a comprehensive, and objective manner, and comply with regulations. They must not do any advertising or any action likely to mislead or constitute unfair competition.

09.10. The exhibitors undertake to present only products, services or materials, in accordance with the Senegalese law. They take full responsibility of their products vis-à-vis third parties; the responsibility of CICES cannot in any way be held liable for lawlessness by the exhibitor.

09.11. It is up to each exhibitor to complete, whenever necessary, formalities involved in its participation in the event especially in regard to labor regulations, customs laws, for equipment or products from abroad, hygiene for foodstuffs, or phytosanitary products for animals.

CHAPTER 10: INSURANCE

10.01. Insurance is strictly required for all exhibitors. In addition to the insurance "liability", included in the registration fee, exhibitors are committed to incur additional forms of insurance for their equipment and goods; either these materials and goods are their own assets or those of third parties.

10.02. In the scope of their participation, exhibitors waive all claims in case of accident or damage against:

- CICES;
- all participants in FIDAK;
- leaders, officers, directors and employees of all such persons or organizations.

10.03. CICES may, if necessary, commit the exhibitor to conclude these insurance policies only from an insurer designated by him, and whose rates and contract's clauses will be forwarded.

CHAPTER 11: RELEASE OF STANDS, AND EXHIBITS' EXIT AT THE END OF THE FAIR

11.01. Exhibitors should release the stands, remove the exhibits and special decorations as well as residual waste materials, used in the decoration of the stands, on time and schedules set by the CICES; in compliance with laws, regulations and local practices relating to waste. Beyond this deadline, all costs incurred by the failure to comply with these instructions shall be borne by the exhibitor. In addition, the CICES can remove the remaining exhibits and materials in a storage place of its choice, at the expense and risk of the exhibitor, and without being liable for any damage of total or partial loss.

11.02. Exhibitors must leave the stands, decorations, materials available to them in the state in which they were found. Any damage caused by their installation or goods on the equipment, the buildings or the occupied space, will be charged to the liable exhibitors on presentation of supporting evidence.

11.03. The exhibitor or his representative is required to comply with the exit procedure at the end of the exhibition: settle the balance of the participation charges, complete an exit form to be signed/sealed by the competent authorities of CICES.

CHAPTER 12: DAMAGE

12.1. The term prejudice means "the material or moral damage suffered by a person by the act of a third party". At the Dakar International Trade Fair (FIDAK) harms may be:

- between exhibitors;
- between exhibitors / CICES;
- between exhibitors / services providers;
- between exhibitors/ visitors or customers.

12.2. When an exhibitor prejudice arises because of another exhibitor, both must, as far as possible resolve this dispute friendly. CICES must be kept aware of the conflict but is not committed to act as a mediator or arbitrator. If one of them decides to involve any authority, he is bound to prevent CICES for to preserve the image of the FIDAK.

12.3. Should an injury arises from a dispute between an agreed service provider and an exhibitor, the latter send a written request to CICES. CICES will reply promptly at the request of the exhibitor provided it is legitimate and justified , and is bound only by an obligation of means.

12.4. Should the harm caused by the exhibitor detrimental to CICES, this latter puts on notice to stop the disorder. Any failure to comply with this provision will be subject to a written statement on which CICES will refer to deny participation of this Exhibitor in future events.

12.5. The CICES is committed to broadcast general information on the overall organization of the Dakar International Trade Fair (FIDAK).

12.6. The CICES does not intervene in disputes that may arise between exhibitors and customers, and can in no way be responsible for any disputes that arise between exhibitors and visitors.

CHAPTER 13: MISCELLANEOUS PROVISIONS

13.01. CICES may cancel or postpone the event if it finds a notoriously insufficient enrollment. Registered exhibitors will then be reimbursed for the amount of the participation charges (deposit or full payment). Until the registration deadline, the exhibitor assumes the entire risk related to the possible non-fulfillment of the event, including the sole responsibility of the expenses he has incurred in anticipation of his participation in the event.

13.02. CICES may also cancel or postpone the event in case of force majeure. Can be considered as force majeure justifying, at any time, the cancellation or postponement of the event: all new situation (health, climatic, economic, political or social) a local, domestic, or international level, not reasonably foreseeable at the time of broadcasting the event to potential participants, beyond the control

of CICES, and that make it impossible to organize the event or that involve public disorder risks that can seriously affect the organization and smooth running of the event or the safety of goods and people.

13.03. Any breach of the provisions of this Regulation, or specifications of the "guide" or "Exhibitor Manual" issued by the CICES may result, if necessary with the assistance of the gendarmes, to the closure of the stand of the offending exhibitor.

13.04. In such a situation, the amount, paid in respect of the participation of the exhibitor, is retained by the CICES, without prejudice to payment of the balance due, of any amount due, any other costs incurred to close the stand. CICES reserves the right to pursue the offending exhibitor

for damages suffered.

13.05. Whatever the merits, the complaints of an exhibitor against another exhibitor or CICES are discussed away from the event and should not in any way disturb the peace or image of the FIDAK.

13.06. The exhibitor agrees not to apply to the courts before having previously implemented a friendly solution through CICES.

13.07. In case of dispute, in principle, the courts of the place of the Dakar International Trade Fair (FIDAK), namely the Regional Court of DakarSenegal is the sole jurisdiction.

13.08. Any difficulties in interpretation of these General Regulations in the English version are resolved by reference to the direction of the General Regulations in its French version.



ADMINISTRATIVE INFORMATIONS

CUSTOMS REGULATIONS

The pre-board inspection contract between the Government of Senegal and the COTECNA/MODELIS S.A. Group expired on 31 December 2020.

The new procedure for imports of goods into Senegal remains subject to the production of a dematerialized Prior Import Declaration (IPD). IPR is mandatory for all imports of goods with FOB value of one million (1,000,000) CFA francs or for any custom container, regardless of FOB value.

It is therefore important to emphasize that for any import operation of goods subject to bank account, the IPR must be endorsed by the domiciliary bank.

The customs value of the goods, for the collection of duties and taxes, is the transaction value as provided in the relevant rules of the Agreement on Implementation of Article VII of the GATT, referred to as the World Trade Organization (WTO) Evaluation Code, which entered into force in Senegal on 1st of July 2001.

This Agreement provides that the valuation for customs purposes shall be based on the price paid or the price payable of the goods to be valued which is generally shown on the invoice. This price, after adjustment for certain elements listed in Article 8 of the said Agreement, constitutes the transaction value which is the primary and principal basis for determining the customs value.

To this end, the customs declaration must be accompanied by the invoice and the declaration of the elements of value (DEV) for imports of goods directly released for consumption and the amount of which is greater than or equal to five hundred thousand (500 000) CFA francs.

The legislator offers the possibility of obtaining the Voucher to Remove (BAE) even in the event of a Customs challenge to the declared value, subject to the deposit of a security.

Where there is no transaction value or where the transaction value is not acceptable as a value for duty because the price has been distorted as a result of certain circumstances, the Agreement provides for five (05) other valuation methods for customs which must be applied in the prescribed hierarchical order: transaction value of identical goods; transaction value of like goods; deductive method; computed value method and last resort method.

However, it should be clarified that for goods placed under customs suspensive procedures (warehousing, temporary admission, etc.) the method for determining the value to be declared at the end of the stay is defined by the rules specific to each procedure. The provisions of the Customs Code stipulate that any import or export of goods must be the subject of a customs declaration, even in the case of exemption from duties and taxes (Article 110 of the CD). This declaration may be made by the owners of the goods. However, it is obligatorily waived by an authorized Customs Commissioner when the value of the goods exceeds 200,000 CFA francs.

The Customs Commissioner shall be seized by the importer, who shall forward to him all documents relating to the customs clearance operation, such as: commercial invoice, bill of lading, FORM A certificate, for European Union products, advance import declaration (IPD), detailed note and all other documents required by customs regulations (sanitary or phytosanitary certificate, food import declaration (DIPA) and other attestations).

Regarding the payment of duties and taxes, Article 4 of the Customs Code of 2014 states that: « Goods entering or leaving the customs territory are liable, as the case may be, to import duties and taxes or to export duties and taxes entered in the » Customs Tariff.

PREFERENTIAL TAXATION

With regard to the taxation applicable within the regional communities (originating products), it should be stressed that the regulation of trade within the WAEMU (Benin, Burkina Faso, Côte d'Ivoire, Guinea Bissau, Mali, Niger, Senegal and Togo) is defined by Additional Act No. 04/96 of 10 May 1996, establishing a transitional preferential tariff regime for trade within WAEMU and its method of financing, as amended by Additional Acts No. 01/97 of 23 June 1997 and 04/98 of 30 December 1997 998, and Additional Protocol No. 3 of 19 December 2001 establishing the rules of origin of WAEMU.

Within ECOWAS by Additional Protocol A/P1/1/03 of 31 January 2003 on the definition of the concept of products originating in ECOWAS member States and its subsequent implementing legislation

It should also be noted that Senegal has deposited its instruments of ratification of the ZLECAf Agreement since 2 April 2019, in accordance with Act No. 2018-30 authorizing the President of the Republic to ratify the Agreement.

The official start of trade under the CFTA was launched on 1 January 2021, but in practice the CFTA rules are not yet implemented due to the outstanding issues.

Senegal's membership in these subregional or regional economic communities (UEMOA and ECOWAS, ZLECAf) requires it to adopt the common fiscal provisions established by these bodies. For this purpose, originating products intended for a trade fair or exhibition in a State Party to those bodies and sold at the end of the trade fair or exhibition for consumption shall benefit from preferential treatment provided that it is demonstrated to the satisfaction of the customs authorities that:

- a certificate of Community origin; or
- a declaration of origin as referred to in Article 17 paragraph 1(b)

of Annex 2 to the ECCAS Agreement or an invoice declaration (Article 16 of Additional Act A/SA.7/12/18 laying down the rules of Community origin and procedures applicable to goods originating in ECOWAS). Products of agriculture, livestock and handmade articles shall be exempt from the production of proof of origin. The same applies to products which are the subject of small consignments exchanged between individuals or which are contained in travelers' personal luggage, provided that they are imports which are not of a commercial nature.

However, it should be noted that under the CFTA, the total value of these products must not exceed five hundred (500) US dollars for small packages or one thousand two hundred (1200) US dollars for products forming part of the traveler's personal baggage, as applicable. Therefore, products whose Community origin is determined on the basis of value added or change of tariff heading must be approved for preferential treatment.

SPECIFIC GUIDELINES FOR PRODUCTS INTENDED FOR THE DAKAR INTERNATIONAL TRADE FAIR

The following provisions apply to goods destined for the Dakar Fair:

(a) materials and products imported by foreign exhibitors not covered by an ATA carnet or covered by an invalid ATA carnet, shall be granted temporary admission free of bail;

(b) duties and taxes will be paid on the products sold during the Fair;

(c) the goods not sold must be re-exported or released for consumption after payment of duties and taxes;

(d) all temporary admission accounts must be cleared no later than sixty (60) days after the closing date of the Fair.

In order to facilitate customs clearance operations, a Customs Office is set up on the site of the Fair called Special Office of the Fair.

GOODS PROHIBITED FROM IMPORTATION

Concerning prohibitions, it should be noted that in Senegal, the importation of certain products is prohibited on an absolute basis. Others, however, are subject to special formalities.

In particular, the following shall be prohibited for import:

- obscene publications in any form (cassettes, videos, newspapers, other media and all other objects contrary to good morals, etc.) and publications liable to disturb public order;
- single-use plastics or disposable plastics;
- plastic bags, with or without handles, with or without straps;
- plastic waste;
- narcotics;
- poultry, parts of poultry;
- eggs except incubated eggs;
- incandescent lamps.



*For further information on customs formalities,
exhibitors may contact:*

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