COMUNIDADE
ECONOMICA DOS
ESTADOS DA AFRICA
OCIDENTAL

ECONOMIC COMMUNITY
OF
WEST AFRICAN STATES



COMMUNAUTE
ECONOMIQUE DES ETATS
DE L'AFRIQUE DE
L'OUEST

INTERNATIONAL COMPETITIVE BIDDING (ICB)

REF: PP-2026-GOODS-006

SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING OF FURNITURE, FIXTURES, EQUIPMENT AND RELATED ACCESSORIES FOR THE TRAINING CENTRE & AUDITORIUM COMPLEX (LOT 1), THE DINING, CAFETERIA & CATERING FACILITIES (LOT 2) AT THE ECOWAS LOGISTICS DEPOT (ELD)

November, 2026.

SBD for Procurement of Goods

PART 1 – BIDDING PROCEDURES

Section I. Instructions to Bidders (ITB)

This Section provides relevant information to help Bidders prepare their bids. Information is also provided on the submission, opening, and evaluation of bids and on the award of Contracts. **Section I contains provisions to be applied without modification.**

Section II. Bid Data Sheet (BDS)

This Section consists of provisions that are specific to each procurement and that supplement the information or requirements included in Section I, Instructions to Bidders.

Section III. Evaluation and Qualification Criteria

This Section contains the criteria to determine the lowest evaluated bid and the qualifications of the Bidder to perform the contract.

Section IV. Bidding Forms

This Section contains the forms for the Bid Submission Sheet, Price Schedules, and Bid Security to be submitted with the bid.

Section V. Origin Criteria

This Section lists the origin criteria to be fulfilled and the eligible countries.

PART 2 – SUPPLY REQUIREMENTS

Section VI. Schedule of Supply

This Section contains the List of Goods and Related Services, the Delivery and Completion Schedules, the Technical Specifications and the Drawings that describe the Goods and Related Services to be procured.

PART 3 – CONTRACT

Section VII. General Conditions of Contract (GCC)

This Section contains the general clauses to be applied in all contracts. **The text of the clauses in this Section shall not be modified.**

Section VIII. Special Conditions of Contract (SCC)

This Section contains clauses specific to each contract that modify or supplement Section VII, General Conditions of Contract.

Section IX. Contract Forms

This Section contains the form for the **Agreement**, which, once completed, incorporates any corrections or modifications to the accepted bid relating to amendments permitted by the Instructions to Bidders, the General Conditions of Contract, and the Special Conditions of Contract.

The forms for **Performance Security** and **Advance Payment Security**, when required, shall only be completed by the successful Bidder after contract award. The form for **Manufacturer's Authorization** shall be completed by the Manufacturer, when required.

Standard Bidding Document

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PART 1 – Bidding Procedures

Section I. Instructions to Bidders

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Section I. Instructions to Bidders

A. General

Scope of Bid

1.1 In support of the Invitation for Bids indicated in the Bid Data Sheet (BDS), the Purchaser, as indicated in the BDS, issues these Bidding Documents for the supply of Goods and Related Services incidental thereto as specified in Section VI, Schedule of Supply. The name, identification, and number of subs lots of the Regional Competitive Bidding (RCB) are provided in the BDS.

1.2 Throughout these Bidding Documents:

a) the term "in writing" means communicated in written form with proof of receipt.

b) if the context so requires, singular means plural and vice versa; and

c) "day" means calendar day.

Source of Funds

1.3 The ECOWAS Institution (hereinafter called "Institution") indicated in the BDS has allocated funds for, applied for or received financing (hereinafter called "funds") from the [insert name of financing institution] (hereinafter called "the Development Partner") toward the cost of the project named in the BDS. The Institution intends to apply a portion of the funds to eligible payments under the contract for which these Bidding Documents are issued.

2.2 Payments by the Institution and/ or the Development Partner will be made only upon approval by the Institution or the Development Partner in accordance with the terms and conditions of the financing agreement between the Institution and the Development Partner (hereinafter called the Grant Agreement) and will be subject in all respects to the terms and conditions of that Grant Agreement. No party other than the Institution shall derive any rights from the Grant Agreement or have any claim to the funds.

Fraud and Corruption

3.1 ECOWAS's policy is to require from bidders/suppliers/contractors/concessionaires under Development Partner-financed projects, programmes and studies, to observe the highest standards of ethics during the procurement.

3.2 ECOWAS defines, for the purposes of these provisions, the terms set forth below as follows:

(a) "corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution, and includes, inter alia, bribery and extortion or coercion which involve threats of injury to person, property or reputation; and

(b) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Purchaser, and includes collusive practices among bidders or between bidders and the Purchaser (prior to or after the bid submission) designed to establish bid prices at artificial, non-competitive levels and to prevent Purchasers from benefiting from free and open competition.

3.3 ECOWAS will, following its own investigation and determination in accordance with its procedures:

(a) reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

(b) declare a firm ineligible, either indefinitely or for a determined period of time, to be awarded contracts of ECOWAS if at any time the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract. In this case, the firm is declared banned from the participation in the award Development Partner-financed contracts during the period of time determined by the Development Partner.

1.4 ECOWAS will have the right to require inspecting the accounts and records of the contract holders relating to the performance of the contract and to have them audited by auditors appointed by ECOWAS.

Any communications between the Bidder and the Purchaser related to matters of alleged fraud or corruption must be made in writing.

Eligible Bidders

1.5 A Bidder may be a natural person, private entity, government-owned entity—subject to ITB Sub-Clause 4.5—or any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a joint venture, consortium, or association. In the case of a joint venture, consortium, or association, unless otherwise specified in the BDS, all parties shall be jointly and severally liable.

4.2 This Invitation for Bids is open to all suppliers from eligible source countries defined in the Manual of Procurement Procedures of ECOWAS, subject to the provisions hereinafter.

4.3 A Bidder shall not have a conflict of interest. All Bidders subject to a conflict of interest shall be disqualified. A Bidder (including all members of a joint venture, consortium, or association of undertakings and all subcontractors of the Tenderer) may be considered to have a conflict of interest if he is associated or has been associated in the past to a firm (or affiliates of a firm) who has provided consulting services for the preparation of specifications, plans, calculations and other documents used in connection with contracts awarded under this tender.

4.4 A firm that is under a declaration of ineligibility by ECOWAS, or the Development Partner in accordance with ITB Clause 3, at the date of the deadline for bid submission or thereafter, shall be disqualified.

4.5 Government-owned enterprises may participate only if they are legally and financially autonomous, if they operate under commercial law, and if they are not a dependent agency (directly or indirectly) of one of those countries.

4.6 Bidders shall provide such evidence of their continued eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request.

Eligible Goods and Related Services

1.6 All goods and related services to be supplied under the Contract shall have as their country of origin an eligible country of ECOWAS or the Development Partner (see Section V, Eligible Countries).

1.7 The term "country of origin" means the country where the goods have been mined, grown, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its imported components.

1.8 The nationality of the firm that produces, assembles, distributes, or sells the goods shall not determine their origin.

1.9 If so required in the BDS, the Bidder shall demonstrate that it has been duly authorized by the Manufacturer of the Goods to supply, in the country where the contract is executed, the goods indicated in its Bid.

B. Contents of Bidding Document

Sections of Bidding Document

1.10 The Bidding Document consist of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITB Clause 8.

PART 1 Bidding Procedures

- Section I. Instructions to Bidders (ITB)
- Section II. Bid Data Sheet (BDS)
- Section III. Evaluation and Qualification Criteria
- Section IV. Bidding Forms
- Section V. Eligible Countries

PART 2 Supply Requirements

- Section VI. Schedule of Supply

PART 3 Contract

- Section VII. General Conditions of Contract (GCC)
- Section VIII. Special Conditions of Contract (SCC)
- Section IX. Contract Forms

1.11 The Invitation for Bids issued by the Purchaser is not part of the Bidding Documents.

1.12 The Purchaser is not responsible for the completeness of the Bidding Documents and their addenda, if they were not obtained directly from the Purchaser.

1.13 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents. Failure to furnish all information or documentation required by the Bidding Documents, may result in the rejection of the bid.

Clarification of Bidding Documents

1.14 A prospective Bidder requiring any clarification of the Bidding Documents shall contact the Purchaser in writing at the Purchaser's address indicated in the BDS. The Purchaser will respond in writing to any request for clarification, provided that such request is received no later than twenty-one (21) days prior to the deadline for submission of bids. The Purchaser shall forward copies of its response to all Bidders who have acquired the Bidding Documents directly from it, including a description of the inquiry but without identifying its source. Should the Purchaser deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under ITB Clause 8 and Sub-Clause 24.2.

Amendment of Bidding Documents

1.15 At any time prior to the deadline for submission of bids, the Purchaser may amend the Bidding Documents by issuing addenda.

1.16 Any addendum issued shall be part of the Bidding Documents and shall be communicated in writing to all who have obtained the Bidding Documents directly from the Purchaser.

1.17 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Purchaser may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB Sub-Clause 24.2

C. Preparation of Bids

Cost of Bidding

1.18 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

Language of Bid

1.19 The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in one of the official languages of the ECOWAS. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in one of the official languages of ECOWAS, in which case, for purposes of interpretation of the Bid, such translation shall govern.

Documents Comprising the Bid

1.20 The Bid shall comprise the following:

- Bid Submission Sheet and the applicable Price Schedules in accordance with ITB Clauses 12, 14, and 15.
- Bid Security, in accordance with ITB Clause 21.
- alternative bids, if permissible, in accordance with ITB Clause 13.
- written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB Clause 22.
- documentary evidence in accordance with ITB Clause 16 establishing the Bidder's eligibility to bid.
- documentary evidence in accordance with ITB Clause 17, that the Goods and Related Services to be supplied by the Bidder are of eligible origin.
- documentary evidence in accordance with ITB Clauses 18 and 30, that the Goods and Related Services conform to the Bidding Documents.
- documentary evidence in accordance with ITB Clause 19 establishing the Bidder's qualifications to perform the contract if its Bid is accepted; and
- any other document required in the BDS.

Bid Submission Sheet and Price Schedules

1.21 The Bidder shall submit the Bid Submission Sheet using the form furnished in Section IV, Bidding Forms. This form must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested, which includes:

- the Bidding Document and the number of each addendum received.
- a brief description of the Goods and Related Services offered.
- the total Bid price.

- any discounts offered and the methodology for their application.
- the period of validity of the Bid.
- a commitment to submit a performance security and the amount;
- declaration of nationality of the Bidder.
- declaration that the Bidder, including all parties comprising the Bidder, is not participating, as a Bidder, in more than one bid in this bidding process; except for alternative bids in accordance with ITB Clause 13.
- confirmation that the Bidder has not been declared ineligible by ECOWAS or the Development Partner;
- declaration on gratuities and commissions; and
- authorized signature.

1.22 The Bidder shall submit the Price Schedules for Goods and Related Services, according to their origin as appropriate, using the forms furnished in Section IV, Bidding Forms. The Price Schedule Forms shall indicate, as appropriate:

- the item numbers.
- a brief description of the Goods or Related Services to be supplied.
- the country of origin and percentage of national components for Goods manufactured in the one of the member countries of ECOWAS;
- quantity.
- unit prices.
- customs duties and all taxes paid or payable in the country where the contract is executed;
- total price per item.
- subtotals and totals per Price Schedule; and
- authorized signature.

Alternative Bids

1.23 Unless otherwise indicated in the BDS, alternative bids shall not be considered.

Bid Prices and Discounts

1.24 The prices and discounts quoted by the Bidder in the Bid Submission Sheet and in the Price Schedules shall conform to the requirements specified below.

1.25 All items in the Schedule of Supply must be listed and priced separately in the Price Schedules. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items. Items not listed in the Price Schedule shall be assumed to be not included in the Bid, and provided that the Bid is substantially responsive, the corresponding adjustment shall be applied in accordance with ITB Sub-Clause 31.3

1.26 The price to be quoted in the Bid Submission Sheet, in accordance with ITB Sub-Clause 12.1(c), shall be the total price of the Bid, excluding any discounts offered.

1.27 The Bidder shall quote any unconditional discounts and the methodology for their application in the Bid Submission Sheet, in accordance with ITB Sub-Clause 12.1(d).

1.28 The terms EXW, CIF, CIP, and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by The International Chamber of Commerce, at the date of the Invitation for Bids or as specified in the BDS.

1.29 Prices proposed on the Price Schedule Forms for Goods and Related Services, shall be disaggregated, when appropriate as indicated in this sub-clause. This disaggregation shall be solely for the purpose of facilitating the comparison of bids by the Purchaser. This shall not in any way limit the Purchaser's right to contract on any of the terms offered*:*

a) For goods from one of the member countries of ECOWAS:

(i) the price of the goods quoted EXW (ex works, ex factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable:

a. on the components and raw material used in the manufacture or assembly of goods quoted ex works or ex factory; or

b. on the previously imported goods of foreign origin quoted ex warehouse, ex showroom, or off-the-shelf.

(ii) any sales taxes and other taxes which will be payable on the goods in one of the member countries of ECOWAS if the contract is awarded.

(iii) the price for inland transportation, insurance, and other local costs incidental to delivery of the goods to their final destination, if specified in the Bid Data Sheet; and

(iv) the price of other (incidental) services, if any, listed in the Bid Data Sheet.

b) For goods from abroad:

(i) The price of the goods shall be quoted CIF named port of destination, or CIP border point, or CIP named place of destination, in one of the member countries of ECOWAS, as specified in the Bid Data Sheet. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible countries. Similarly, the Bidder may obtain insurance services from any eligible source country.

(ii) the price of the goods quoted FOB port of shipment (or FCA, as the case may be), if specified in the Bid Data Sheet;

(iii) the price of goods quoted CFR port of destination (or CPT as the case may be), if specified in the Bid Data Sheet;

(iv) the price for inland transportation, insurance, and other local costs incidental to delivery of the goods from the port of entry to their final destination, if specified in the Bid Data Sheet.

(v) the price of (incidental) services, if any, listed in the Bid Data Sheet.

1.30 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, unless otherwise specified in the BDS. A bid submitted with an adjustable price quotation shall be treated as nonresponsive and shall be rejected, pursuant to ITB Clause 30. However, if in accordance with the BDS, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero

.

1.31 If so indicated in ITB Sub-Clause 1.1, bids are being invited for individual contracts (lot or sub lots) or for any combination of contracts (packages). Bidders wishing to offer any price reduction for the award of more than one Contract shall specify in their bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Price reductions or discounts shall be submitted in accordance with ITB Sub-Clause 14.4, provided the bids for all sub lots are submitted and opened at the same time.

Currencies of Bid

1.32 Bid Prices shall be quoted in the following currencies*:*

(a) for Goods and Related Services originating in one of the member countries of ECOWAS, the bid prices shall be quoted in the currency of the country, unless otherwise specified in the BDS; and

(b) for goods and services that the Bidder will supply from outside the Purchaser's country, the prices shall be quoted either in the currency of the Bidders home country, or in a currency, from any eligible member country, widely used in international trade. Further, a Bidder expecting to incur a portion of its expenditures in the performance of the Contract in more than one currency, and wishing to be paid accordingly, shall so indicate in its bid. In such a case, either (i) the bid shall be expressed in different currencies with the respective amounts in each currency together making up the total price, or (ii) the total bid price shall be expressed in one currency and payments required in other currencies expressed as a percentage of the bid price along with the exchange rate used in such calculation.

For the purpose of this Sub-Clause (b), any freely convertible currency shall be considered to be an eligible currency.

Documents Establishing the Eligibility of the Bidder

1.33 To establish their eligibility in accordance with ITB Clause 4, Bidders shall complete the eligibility declarations in the Bid Submission Sheet, included in Section IV, Bidding Forms.

Documents Establishing the Eligibility of Goods and Related Services

1.34 To establish the eligibility of the Goods and Related Services, in accordance with ITB Clause 5, Bidders shall complete the country of origin declarations in the Price Schedule Forms, included in Section IV, Bidding Forms.

Documents Establishing the Conformity of the Goods and Related Services to the Bidding Documents

1.35 To establish the conformity of the Goods and Related Services to the Bidding Documents, the Bidder shall furnish as part of its bid the documentary evidence specified in Section VI, Schedule of Supply.

1.36 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to those requirements, and if applicable, a statement of deviations and exceptions to the provisions of the Schedule of Supply

1.37 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in the Schedule of Supply, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Purchaser's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Schedule of Supply.

Documents Establishing the Qualifications of the Bidder

1.38 To establish its qualifications to perform the Contract, the Bidder shall submit the evidence indicated for each qualification criterion specified in Section III, Evaluation and Qualification Criteria.

Period of Validity of Bids

1.39 Bids shall remain valid for the period specified in the BDS after the bid submission deadline prescribed by the Purchaser. A bid valid for a shorter period shall be rejected by the Purchaser as nonresponsive.

1.40 In exceptional circumstances, prior to expiry of the bid validity period, the Purchaser may request Bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a bid security is requested in accordance with ITB Clause 21, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request shall not be required or permitted to modify its bid, except as provided in ITB Sub-Clause 20.3.

1.41 In the case of fixed price contracts, if the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial bid validity, the Contract price shall be adjusted by a factor specified in the request for extension. Bid evaluation shall be based on the Bid Price without taking into consideration the above correction.

Bid Security

1.42 Unless otherwise specified in the BDS, the Bidder shall furnish as part of its bid, a bid security in original form and in the amount and currency specified in the BDS.

1.43 The bid security shall be, at the Bidder's option, in any of the following forms:

- a demand guarantee.
- an irrevocable letter of credit.
- a cashier's or certified check.

all from a reputable *source* from an eligible country. The bid security shall be submitted either using the Bid Security Form included in Section IV, Bidding Forms, or in another substantially similar format. In either case, the form must include the complete name of the Bidder. The bid security shall be valid for twenty-eight days (28) beyond the end of the validity period of the bid. This shall also apply if the period for bid validity is extended.

1.44 Any bid not accompanied by a substantially responsive bid security, if one is required in accordance with ITB Sub-Clause 21.1, shall be rejected by the Purchaser as nonresponsive.

1.45 The bid security of unsuccessful Bidders shall be returned as promptly as possible and in any case not later than seven (7) days after the successful Bidder's furnishing of the performance security pursuant to ITB Clause 44.

1.46 The bid security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required performance security.

1.47 The bid security may be forfeited:

- if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Submission Sheet, except as provided in ITB Sub-Clause 20.2; or

if the successful Bidder fails to:

(i) sign the Contract in accordance with ITB Clause 43;
(ii) furnish a performance security in accordance with ITB Clause 44; or
(iii) accept the correction of its Bid Price pursuant to ITB Sub-Clause 31.5.

Format and Signing of Bid

1.48 The Bidder shall prepare one original of the documents comprising the bid as described in ITB Clause 11 and clearly mark it "ORIGINAL." In addition, the Bidder shall submit copies of the bid, in the number specified in the BDS and clearly mark them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.

1.49 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written

confirmation as specified in the BDS and shall be attached to the bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the bid, except for unamended printed literature, shall be signed or initialed by the person signing the bid.

1.50 Any interlineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the bid.

D. Submission and Opening of Bids

Sealing and Marking of Bids

1.51 The Bidder shall enclose the original and each copy of the bid, including alternative bids, if permitted in accordance with ITB Clause 13, in separate sealed envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." These envelopes containing the original and the copies shall then be enclosed in one single envelope.

1.52 The inner and outer envelopes shall:

- be addressed to the Purchaser in accordance with ITB Sub-Clause 24.1.
- bear the Project name indicated in the Bid Data Sheet, the Invitation for Bids (IFB) title and number indicated in the Bid Data Sheet

23.3 The inner envelopes shall also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared "late" pursuant to ITB Clause 25.1.

23.4 If all envelopes are not sealed and marked as required, the Purchaser shall assume no responsibility for the misplacement or premature opening of the bid.

Deadline for Submission of Bids

1.53 Bids must be received by the Purchaser at the address and no later than the date and time indicated in the BDS.

1.54 The Purchaser may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB Clause 8, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

Late Bids

1.55 The Purchaser shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB Clause 24. Any bid received by the Purchaser after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.

Withdrawal, Substitution, and

1.56 A Bidder may withdraw, substitute, or modify its bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB Sub-Clause 22.2, (except

Modification of Bids

that withdrawal notices do not require copies). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:
Submitted in accordance with ITB Clauses 22 and 23 (except that withdrawals notices do not require copies), and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," "MODIFICATION;" and Received by the Purchaser prior to the deadline prescribed for submission of bids, in accordance with ITB Clause 24

1.57 Bids requested to be withdrawn in accordance with ITB Sub-Clause 26.1 shall be returned unopened to the Bidders.

1.58 No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and expiry of the period of bid validity specified by the Bidder on the Bid Submission Sheet or any extension thereof.

Bid Opening

1.59 The Purchaser shall conduct the bid opening in the presence of Bidders` designated representatives who choose to attend, and at the address, date and time specified in the BDS.

1.60 First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening. Next, envelopes marked "SUBSTITUTION" shall be opened and read out and exchanged with the corresponding bid being substituted, and the substituted bid shall not be opened, but returned to the Bidder. No bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at bid opening. Envelopes marked "MODIFICATION" shall be opened and read out with the corresponding bid. No bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at bid opening. Only envelopes that are opened and read out at bid opening shall be considered further.

1.61 All other envelopes shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the Bid Prices, including any discounts and alternative offers; the presence of a bid security, if required; and any other details as the Purchaser may consider appropriate. Only discounts and alternative offers read out at bid opening shall be considered for evaluation. No bid shall be rejected at bid opening except for late bids, in accordance with ITB Sub-Clause 25.1.

27.4 The Purchaser shall prepare a record of the bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification; the Bid Price, per sub lot if applicable, including any discounts and alternative offers; and the presence or absence of a bid security, if one was required. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.

E. Evaluation and Comparison of Bids

27.5 Notwithstanding ITB Sub-Clause 28.2, from the time of bid opening to the time of Contract award, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, it should do so in writing.

Clarification of Bids

1.62 To assist in the examination, evaluation, comparison and post-qualification of the bids, the Purchaser may, at its discretion, ask any Bidder for a clarification of its bid. Any clarification submitted by a Bidder that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing. No change in the prices or substance of the bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the evaluation of the bids, in accordance with ITB Clause 31.

Responsiveness of Bids

1.63 The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself.

1.64 A substantially responsive bid is one that conforms to all the terms, conditions, and specifications of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:

Affects in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or

Limits in any substantial way, inconsistent with the Bidding Documents, the Purchaser's rights or the Bidder's obligations under the Contract; or

If rectified would unfairly affect the competitive position of other Bidders presenting substantially responsive bids.

1.65 If a bid is not substantially responsive to the Bidding Documents, it shall be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.

Nonconformi-ties, Errors, and Omissions

1.66 Provided that a bid is substantially responsive, the Purchaser may waive any non-conformity or omissions in the bid that does not constitute a material deviation.

1.67 Provided that a bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the bid. Failure of the Bidder to comply with the request may result in the rejection of its bid.

1.68 Provided that a bid is substantially responsive, the Purchaser shall rectify nonmaterial nonconformities or omissions. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of the missing or non-conforming item or component. The adjustment shall be made using the method indicated in the BDS.

1.69 Provided that the bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis:

(a) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;

(b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and

© If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

1.70 If the Bidder that submitted the lowest evaluated bid does not accept the correction of errors, its bid shall be disqualified and its bid security may be forfeited.

Preliminary Examination of Bids

1.71 The Purchaser shall examine the bids to confirm that all documents and technical documentation requested in ITB Clause 11 have been provided, and to determine the completeness of each document submitted.

1.72 The Purchaser shall confirm that the following documents and information have been provided in the Bid. If any of these documents or information is missing, the offer shall be rejected. Bid Submission Sheet, including:

(i) A brief description of the Goods and Related Services offered; and
(ii) the price of the Bid;
(iii) the period of validity of the Bid;
(iv) Price Schedules;
(v) Written confirmation of authorization to commit Bidder; and,
(vi) Bid Security, if applicable.

Examination of Terms and Conditions; Technical Evaluation

1.73 The Purchaser shall examine the bid to confirm that all terms and conditions specified in the GCC and the SCC have been accepted by the Bidder without any material deviation or reservation.

1.74 The Purchaser shall evaluate the technical aspects of the bid submitted in accordance with ITB Clause 18, to confirm that all requirements specified in Section VI, Schedule of Supply of the Bidding Documents, have been met without any material deviation or reservation.

1.75 If, after the examination of the terms and conditions and the technical evaluation, the Purchaser determines that the bid is not substantially responsive in accordance with ITB Clause 30, it shall reject the bid.

Conversion to Single Currency

1.76 For evaluation and comparison purposes, the Purchaser shall convert all bid prices expressed in the amounts in various currencies into a single currency, using the selling exchange rate established by the source and on the date specified in the BDS.

Margin of Preference

1.77 Unless otherwise specified in the BDS, a margin of preference shall not apply.

Evaluation of Bids

1.78 The Purchaser shall evaluate each bid that has been determined, up to this stage of the evaluation, to be substantially responsive.

1.79 To evaluate a bid, the Purchaser shall only use all the criteria and methodologies defined in this Clause and in Section III, Evaluation and Qualification Criteria. No other criteria or methodology shall be permitted.

1.80 To evaluate a bid, the Purchaser shall consider the following:
- the bid price;
- price adjustment for correction of arithmetic errors in accordance with ITB Sub-Clause 31.4;

- price adjustment due to discounts offered in accordance with ITB Sub-Clause 14.3;
- adjustment for nonconformities and omissions in accordance with ITB Sub-Clause 31.3;
- application of all the evaluation factors indicated in Section III, Evaluation and Qualification Criteria; and
- adjustments due to the application of a margin of preference, in accordance with ITB Clause 35.

1.81 In the calculation of the evaluated cost of bids, the Purchaser shall exclude and not take into account*:*

(a) in the case of goods manufactured in one of the member countries of ECOWAS or goods of foreign origin already located in one of those countries, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the Bidder;

(b) in the case of goods of foreign origin offered from abroad, customs duties and other similar import taxes which will be payable on the goods if the contract is awarded to the Bidder; and

(c) any allowance for price adjustment during the period of execution of the Contract, if provided in the bid.

1.82 The Purchaser's cost evaluation of a bid may require the consideration of other factors, in addition to the Bid Price quoted in accordance with ITB Clause 14. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The factors selected, if any, shall be expressed in monetary terms to facilitate comparison of bids, unless otherwise specified in Section III, Evaluation and Qualification Criteria. The factors to be used and the methodology of application shall be indicated in Section III, Evaluation and Qualification Criteria.

1.83 If these Bidding Documents allow Bidders to quote separate prices for different sub lots, and the award to a single Bidder of multiple sub lots, the methodology of evaluation to determine the lowest evaluated sub lot combinations, including any discounts offered in the Bid Submission Sheet, is specified in the BDS.

Comparison of Bids

1.84 The Purchaser shall compare all substantially responsive bids to determine the lowest evaluated bid, in accordance with ITB Sub-Clause 14.6.

Postqualification of the Bidder

1.85 The Purchaser shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive bid is qualified to perform the Contract satisfactorily.

1.86 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 19, to clarifications in accordance with ITB Clause 29 and the qualification criteria indicated in Section III, Evaluation and Qualification Criteria. Factors not included in Section III shall not be used in the evaluation of the Bidder's qualification.

1.87 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event the Purchaser shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids

1.88 The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders.

F. Award of Contract

Award Criteria

1.89 The Purchaser shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

Purchaser's Right to Vary Quantities at Time of Award

1.90 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section VI, Schedule of Supply, provided this does not exceed the percentages indicated in the BDS, and without any change in the unit prices or other terms and conditions of the bid and the Bidding Documents.

Notification of Award

1.91 Prior to expiry of the period of bid validity, the Purchaser shall notify the successful Bidder, in writing, that its bid has been accepted. At the same time, the Purchaser shall also notify all other Bidders of the results of the bidding.

1.92 Until a formal contract is prepared and executed by both parties, the notification of award shall not constitute a binding Contract.

Signing of Contract

1.93 Promptly after notification, the Purchaser shall send the successful Bidder the Agreement and the Special Conditions of Contract.

1.94 Within twenty-eight (28) days of receipt of the Agreement, the successful Bidder shall sign, date, and return it to the Purchaser.

Performance Security

1.95 Within twenty-eight (28) days of receipt of notification of award from the Purchaser, the successful Bidder shall furnish the performance security in accordance with the GCC, using for that purpose the Performance Security Form included in Section IX, Contract Forms, or another form acceptable to the Purchaser.

1.96 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for annulment of the award and forfeiture of the bid security. In that event, the Purchaser may award the Contract to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily.

Section II. Bid Data Sheet

A. Introduction	
ITB 1.1	The Purchaser is: **ECOWAS COMMISSION**
ITB 1.1	The name of the ICB is: ***SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING OF FURNITURE, FIXTURES, EQUIPMENT AND RELATED ACCESSORIES FOR THE TRAINING CENTRE & AUDITORIUM COMPLEX (LOT 1), THE DINING, CAFETERIA & CATERING FACILITIES (LOT 2) AT THE ECOWAS LOGISTICS DEPOT (ELD) LUNGI, SIERRA LEONE.*** The identification number of the ICB is: **REF: PP-2026-GOODS-006** The number of lots comprising this ICB is: **Two (2) Lots** **The successful bidder shall supply, deliver, install and test furniture, fixtures, equipment and related accessories for the for the Training Centre Auditorium Complex and the Dining, Cafeteria & Catering Facilities at the ECOWAS Logistics Depot (ELD), Lungi, Sierra Leone as stated in the bidding document and in line with the technical specifications.** • The two (2) Lots are distinct and indivisible, and the contract will be awarded per lot. • Interested bidders with the requisite qualification may bid for one (1) or for the two (2) Lots. • For each Lot, the successful bidder shall supply, deliver, install, test (where applicable) and commission all quantities as stated in the bidding document and in line with the technical specifications. The buyer reserves the right to cancel lots or sub lots.
ITB 2.1	The ECOWAS Institution is: **ECOWAS Commission**
ITB 2.1	ECOWAS APPROVED SPECIAL PROJECT BUDGET OF 2026:
ITB 4.1	**In pursuance of Community human and financial capacity development in ECOWAS, foreign firms that do not enter into joint venture agreement with Member States' firms shall not be eligible to participate in a tender process where the contract is wholly financed by Community Funds.**
IS 5.5	Not applicable
B. Bidding Documents	
ITB 7.1	For **clarification purposes** only, the Purchaser's address is:

	Procurement Division, the Directorate of Administration and General Services, 2nd Floor, ECOWAS Commission Headquarters, 51, Abubakar O. Suleiman Avenue, Institutions & Research Cadastral Zone, Piwoyi, Airport Road, PMB 401, Abuja. FCT, Nigeria. **E-mail : procurement@ecowas.int with copy to; ikkamara@ecowas.int sbangoura@ecowas.int; sshadrach@ecowas.int; iakpa@ecowas.int; folayiwola@ecowas.int.** Interested Bidders may obtain information only during office hours: Monday to Friday from 9:00 a.m. to 4:00 p.m. (Nigerian Time GMT +1).
C. Preparation of Bids	
ITB 10.1	The language of the bid is: **English or French**
ITB 11.1 (i)	The Bidder must attach to its bid the Administrative Documents below, which will determine the acceptance or rejection of its bid prior to the technical and financial evaluation phase: ✓ Cover letter duly signed by the company's authorized signatory; ✓ Certified True Copy of the Certificate of Incorporation, Registration, or other equivalent legal document issued by the relevant competent authority in the country where the bidder is legally established. Foreign Companies are also requested to provide proof of partnership with ECOWAS National Company(ies) in line with Clause 4.1; ✓ Certified True Copies of valid Tax Clearance Certificates or equivalent tax compliance documents for the years 2023, 2024, and 2025, issued by the competent tax authority in the bidder's country of registration or incorporation; ✓ Not be in cessation of activity (bankruptcy), The bidder SHALL provide the relevant document; (certificate of non-bankruptcy, Court Affidavit or a declaration on the honor of non-bankruptcy); ✓ Bidders to clearly indicate bid validity period of 120 days in their bid; ✓ Provide the relevant Bid Security (ORIGINAL Bank Guarantee); for each Lot bidded for; ✓ Present financial statements certified by a chartered accountant for these three (3) years: 2023, 2024 and 2025); ✓ Bidders to clearly indicate their Delivery Period in their Bid; ✓ Submit a letter indicating at the minimum, two (2) years warranty for equipment and fixtures to be supplied and installed. The letter must be signed and stamped. **Please note that all the above requirements are mandatory for the acceptance of the bids. The non-submission of any of these documents may lead to the disqualification of the Bidder.**
ITB 13.1	Alternative bids: **Not permitted**

ITB 14.5	The Incoterms edition is: **Incoterms 2020 of the International Chamber of Commerce (ICC)** _____
ITB 14.6 (a) (i)	For Goods and Related Services, the Bidder shall quote prices using the following Incoterms: **DAP: Deliver At Place at ECOWAS Logistics Depot in Lungi, Sierra Leone + Unloading, Installation, Testing & Commissioning**. This assumes that the supplier is in charge of all risks and takes care of the transport and related costs to the delivery site indicated by the Buyer and also of the costs of unloading the trucks to the pallets in the Buyer's Delivery Site. Therefore, the supplier must include in its price, among other things, the costs of transport to the Purchaser's warehouses and of unloading in the Purchaser's warehouses and installing and testing. **ECOWAS is a Diplomatic International Organization exempted from duties and taxes on all goods imported on its behalf. For this Procurement Process, ECOWAS will provide to the successful bidder Exemption documents on custom duties and taxes to facilitate the importation of the items on its behalf. All bidders are therefore invited to quote EXCLUSIVE OF TAXES and CUSTOM DUTIES. THE PRICE IS ALSO EXCLUSIVE OF VAT.**
ITB 14.7	The prices quoted by the Bidder **shall be firm and non-revisable.** **Bidders are invited to Bid in US Dollars ($US) and the payment related to the Contract SHALL be made in USD.**
ITB 15.1 (a)	For Goods and Related Services originating in one of the member countries of ECOWAS, the currency of the bid shall be the currency of one of the ECOWAS member countries, or in the currency of the bidder's choice. For comparison purposes, bids will be converted into **US dollars (USD)**. Bid prices expressed in different currencies shall be converted in: **US Dollars (USD)** The source of exchange rate shall be: Monthly Exchange rates established by the ECOWAS Bank for Investment and Development (EBID). The date of exchange rates is**: 15th day before the closing date for submission of Bids; the submission deadline being included.**
ITB 19.1 (b)	**The Manufacturer Authorization SHALL be provided for the proposed brand for all Equipment (IT Equipment and Accessories / Industrial Equipment).** A template to be filled by the Manufacturer is mentioned in page 51 of the bidding document). The authorization shall be from the Manufacturer or Authorized Distributor only and the contact details of the Manufacturer/Authorized Distributor (phone, e mail and physical address SHALL be duly provided by the bidder). **The warranty shall be certificated by the manufacturer (Manufacturer certificate authorization).**
ITB 20.1	The bid validity period shall be **One Hundred and Twenty (120) days.** **Bidders MUST clearly indicate the price validity terms in their Bid**
ITB 21.1	An **Original Bid Security** is required.

	Bid Security: It must be issued by a Bank; if the Bank issuing the bid security is located outside the 12 ECOWAS Member States, it must have a corresponding Financial Institution located in one of the ECOWAS Member States to make it enforceable. **This Guarantee shall remain valid for thirty (30) days after the expiry of the bid validity period.**
ITB 21.2 (d)	The amount of the Bid Security shall be: **ORIGINAL BID SECURITY** • **Lot N°1**: ***SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING OF FURNITURE, FIXTURES, EQUIPMENT AND RELATED ACCESSORIES FOR THE TRAINING CENTRE AUDITORIUM COMPLEX AT THE ECOWAS LOGISTICS DEPOT (ELD), LUNGI, SIERRA LEONE:*** the sum of **Three Thousand US Dollars (US $3,000)** or its equivalent in one of the currencies of one of the ECOWAS Member countries. • **Lot N°2**: ***SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING OF FURNITURE, FIXTURES, EQUIPMENT AND RELATED ACCESSORIES FOR THE DINING, CAFETERIA & CATERING FACILITIES AT THE ECOWAS LOGISTICS DEPOT (ELD), LUNGI***: the sum of **Three Thousand US Dollars (US $3,000)** or its equivalent in one of the currencies of one of the ECOWAS Member countries. **The Bid Security (ies) SHALL REMAIN VALID for 150 Days after Bid Opening Date**
D. Submission and Opening of Bids	
ITB 22.1	Bids **(1 original and 3 Copies) SHALL be delivered in a sealed envelope**. Number of copies: **In addition to the Original, three (3) Copies shall be submitted in a sealed envelope.** **Bidders are also invited to provide an electronic copy (PDF and Excel Sheet) of their Bid on a USB flash Drive. The electronic copy of shall also be inserted in the envelope.**
ITB 22.2	The written confirmation of authorization to sign on behalf of the Bidder shall consist of: ***a power of attorney from the competent authority established in the name of the signatory of the Bid.***
ITB 23.2 (c)	The inner and outer envelopes **SHALL** bear the following additional identification marks: ✓ **For Lot 1:** "*SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING OF FURNITURE, FIXTURES, EQUIPMENT AND RELATED ACCESSORIES FOR THE TRAINING CENTRE*

	AUDITORIUM COMPLEX AT THE ECOWAS LOGISTICS DEPOT (ELD), LUNGI, SIERRA LEONE". ✓ **For Lot 2:** "*SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING OF FURNITURE, FIXTURES, EQUIPMENT AND RELATED ACCESSORIES FOR THE DINING, CAFETERIA & CATERING FACILITIES AT THE ECOWAS LOGISTICS DEPOT (ELD), LUNGI".* **"Do Not Open, Except in Presence of the Opening & Evaluation Committee''**. **The envelope SHALL also indicate the bidder's name and the Lot No.** The bid submission should state the reference: **REF: PP-2026-GOODS-006**
ITB 24.1	For **bid submission purposes** only, the Purchaser's address is: ECOWAS Commission, Directorate of General Administration, Procurement Division, 2nd Floor, 51, Abubakar O. Suleiman Avenue, Institutions & Research Cadastral Zone, PMB 401 Abuja, Nigeria. **E-mail: procurement@ecowas.int with copy to; ikkamara@ecowas.int sbangoura@ecowas.int; sshadrach@ecowas.int; iakpa@ecowas.int; folayiwola@ecowas.int.** **The deadline for submission of bids is as follows:** **Date: 6th January, 2027.** **Time: 11:00 am, Nigeria Time, (GMT + 1)**
ITB 27.1	The bid opening shall take place at: **Procurement Division, the Directorate of Administration and General Services, 2nd Floor, ECOWAS Commission Headquarters, 51, Abubakar O. Suleiman Avenue, Institutions & Research Cadastral Zone, Piwoyi, Airport Road, PMB 401, Abuja. FCT, Nigeria.** **The opening date is as follows:** **Date: 6th January, 2027.** **Time: 12:00 pm, Nigeria Time, (GMT + 1)** **A virtual participation link shall also be shared with bidders who are unable to attend physically.**
E. Evaluation and Comparison of Bids	
ITB 32.2	**Delivery schedule**. The goods (both Lots) shall be delivered, installed and commissioned within a **minimum period of Minimum of Forty-five (45) days and maximum of Sixty (60) days from the date of signing of the contract (the date of last signature being the valid date).**

	The bidder price schedules shall indicate the description, quantity, unit price and total amount. Bidders SHALL clearly indicate the Delivery Period of their goods in their Bid; and **Bidders will be assessed based on their capability to deliver the goods within the required delivery period as this is an essential requirement.**
ITB 34.1	The currency that shall be used for bid evaluation and comparison purposes to convert all bid prices expressed in various currencies into a single currency is: **US dollars** The source of exchange rate shall be: Monthly Exchange rates established by the ECOWAS Bank for Investment and Development (EBID). The date of exchange rates is**: 15th day before the closing date for submission of Bids; the submission deadline being included.**
ITB 35.1	**No Regional Preference**
ITB 36.6	This Bidding Document permits bidders to submit bids for one lot or all the two lots. Prices shall be quoted separately for each lot for which the bidder wishes to be considered. A bidder may be awarded one or the two lots, subject to meeting the qualification requirements and offering the most advantageous bid(s). The evaluation and comparison of bids shall be conducted on a lot-by-lot basis to determine the lowest evaluated responsive bid for each lot, taking into account any discounts offered in the Bid Submission Form. The specific evaluation methodology shall be as detailed in the Bid Data Sheet (BDS).
F. Award of Contract	
ITB 41.1	The Purchaser will award the Contract to the Bidder whose bid has been evaluated as the lowest evaluated bid and found to be substantially compliant with the Bidding Documents, provided that the Bidder is also found to be qualified to perform the Contract satisfactorily. Quantities may be increased by a percentage of: **15%** Quantities may be reduced by a percentage of**: 15%**

Section III. Evaluation and Qualification Criteria

1. Prequalification Requirements
The submission of the following documents are required from the bidders and will be checked at the preliminary phase of the evaluation:

- ✓ Cover letter duly signed by the company's authorized signatory;
- ✓ Certified True Copy of the Certificate of Incorporation, Registration, or other equivalent legal document issued by the relevant competent authority in the country where the bidder is legally established. Foreign Companies are also requested to provide proof of partnership with ECOWAS National Company(ies) in line with Clause 4.1;
- ✓ Certified True Copies of valid Tax Clearance Certificates or equivalent tax compliance documents for the years 2023, 2024, and 2025, issued by the competent tax authority in the bidder's country of registration or incorporation
- ✓ Not be in cessation of activity (bankruptcy), The bidder SHALL provide the relevant document; (certificate of non-bankruptcy, Court Affidavit or a declaration on the honor of non-bankruptcy);
- ✓ Bid validity of 120 days;
- ✓ Provide the relevant Bid Security (ORIGINAL Bank Guarantee)*;* for each Lot bidded for;
- ✓ Bidders to clearly indicate their Delivery Period in their Bid
- ✓ Submit a letter indicating a minimum of two (2) years warranty for equipment and fixtures to be supplied and installed. The letter must be signed and stamped.

Please note that all the above requirements are mandatory for the acceptance of the bids for each Lot. The non-submission of any of these documents may lead to the disqualification of the Bidder.

2. Post Qualification Requirements (ITB 38.2)

After determining the lowest-evaluated bid in accordance with ITB Sub-Clause 37.1, the Purchaser shall carry out the post qualification of the Bidder in accordance with ITB Clause 38, using only the requirements specified. Requirements not included in the text below shall not be used in the evaluation of the Bidder's qualifications.

(a) Financial Capability

The Bidder shall furnish documentary evidence that it meets the following financial requirement(s):

The Bidder MUST provide documentary evidence that it meets the following financial requirement(s):

- ✓ Certified Audited Financial Statement for the Years (2023, 2024 & 2025) showing an average turnover at least, equal to seventy percent (70%) of the amount of its offer for the tender. The Audited Financial Statement SHALL be duly signed by a Certified

Auditing Firm with indication of the contact and address of the Audit Firm for purpose of verification if necessary. Also note that the Auditor certifying the company audited financial statement MUST also be certified by the relevant authorities.

- ✓ For each lot The Bidder SHALL provide a line of credit (issued by the Bidder's Bank) equivalent to at least thirty percent (30%) of the amount of the offer. The Bidder's Bank SHALL certify the latter's agreement to make available to the client the liquidity facilities in the form of a line of credit.

NB: The non-presentation of the Certified Audited Financial Statement for the year (2023, 2024 & 2025), will lead to the disqualification of the bidder.

(b) Experience and Technical Capacity

The Bidder shall furnish documentary evidence to demonstrate that it meets the following experience and technical requirement(s):

I. Demonstrate of having executed at least two (02) similar Contract during the last five (5) years (2021, 2022, 2023, 2024 & 2025) as Main Supplier with the value for each contract at least, equal to Seventy percent (70%) of the Amount of its Bid.

For this purpose, Experience will be considered only when evidences are provided and can be checked as follows:

- Evidence of contract, award letter, purchase order etc. for each similar job
- Identifiable Goods Received Note/ Signed Delivery Note for each similar job undertaken;
- The Certificate of Job Completion for each similar contract executed, issued by the client for the said contract;
- The Contact details and address of the Client shall also be provided for verifications.

NB: The non-presentation of the evidence of award/contract and Identifiable Delivery Note and Job Completion Certificate, will lead to the rejection of the said experience.

II. The Applicable Manufacturer's Warranty SHALL be provided for the equipment to be installed and commissioned The warranty shall be certificated by the Original Equipment Manufacturer (OEM) or the Authorized Distributor only and the contact details of the Manufacturer/Authorized Distributor (phone, e mail and physical address SHALL be duly provided by the bidder).

Section IV. Bidding Forms

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Price Schedule for Goods and Related Services .....

Bid Security..... **Error! Bookmark not defined.**

Manufacturer's Authorization ..... **Error! Bookmark not defined.**

Bid Submission Sheet

Date: _____
ICB No.: _____
Invitation for Bid No.: _____
Alternative No.: _____

To: _____

We, the undersigned, declare that:

(a) We have examined and have no reservations to the Bidding Documents, including Addenda No.: _____;

(b) We offer to supply in conformity with the Bidding Documents and in accordance with the delivery schedule specified in the Schedule of Supply the following Goods and Related Services: _____
_____;

(c) The total price of our Bid, excluding any discounts offered in item (d) below is: _____
_____;

(d) The discounts offered and the methodology for their application are: _____
_____
_____
_____
_____;

(e) Our bid shall be valid for a period of _____ days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before expiry of that period;

(f) If our bid is accepted, we commit to obtain a performance security in accordance with the Bidding Documents, in the amount of _____ for the due performance of the Contract;

(g) Our firm, including any subcontractors or suppliers for any part of the Contract, have nationalities from eligible countries _____;

(h) We are not participating, as Bidders, in more than one bid in this bidding process, other than alternative offers in accordance with the Bidding Documents;

(i) Our firm, its affiliates or subsidiaries—including any subcontractors or suppliers for any part of the contract—has not been declared ineligible by ECOWAS or the Bank.

(j) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract:

Name of Recipient	Address	Reason	Amount

(If none has been paid or is to be paid, indicate "none.")

(k) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.

(l) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Name _____ In the capacity of _____

Signed _____

Duly authorized to sign the bid for and on behalf of _____

Dated on _____ day of _____, _____

Bidder Information Sheet

Form ELI - 1.1

Date: _____
No. AOR: _
_____

1. Legal Name of Bidder:
2. In the case of a grouping of enterprises, consortium or association (GECA), the legal name of each party:
3. Country in which the Bidder is or will be constituted as a corporation:
4. Year in which the bidder was registered:
5. Legal address of the bidder in the country of registration:
6. Bidder's Authorized Representative Information: Name: Address: Number of telephone/fax: E-mail address:
7. Copies of the following original documents are attached: 1. In the case of a single entity, Articles of Association or Constituent Documents of the above-mentioned legal entity, in accordance with the ITB. 2. In the case of a GECA, letter of intent to form a GECA or to sign a GECA agreement, in accordance with the provisions of the ITB. 3. In the case of a state-owned enterprise in the Purchaser's country, any additional documents not mentioned in paragraph 1 above that are necessary to comply with the provisions of the ITB.

Information Sheet on each Party of a GECA

Form ELI – 1.2

Date: _____
No. AOR _____
Call for Bids No :_____
Page___of___pages

1. Legal name of bidder:
2. Legal name of the GECA party:
3. Country of registration of the GECA party:
4. Year of registration of the GECA party:
5. Legal address of the GECA party in the country of registration:
6. Information on the authorized representative of the party to the GECA: Name: Address: Number of telephone/fax: E-mail address :
7. Copies of the following original documents are attached: ☐☐☐Statute or Constituent Documents of the above-mentioned legal entity, In the case of a state-owned enterprise in the Purchaser's country, documents that establish legal and financial autonomy and compliance with the rules of commercial law, in accordance with the provisions of the ITB.

History of non-performed contracts

Form CON - 2

[The form below must be completed by the Applicant and by each partner in the case of a GECA]

Legal name of bidder: *[i nsert full name]*
Date: *[insert day, month, year]*
ou
Legal name of the GECA party: *[insert full name]*
No. AON and title: *[number and title of the AON]*
Page *[page number]* of *[total number of pages]* pages

Contracts not executed in accordance with the provisions of Section III, Evaluation and Qualification Criteria

□□□There were no non-executed contracts during the *[number of years]* year period stipulated in Section III, Evaluation and Qualification Criteria, criterion 2.2.1.

□□ Non-executed contract(s) during *the [number of years]* years specified in Section III, Evaluation and Qualification Criteria, criterion 2.2.1:

Year	Result as a percentage of total assets	Identification of the contract	Total contract amount (present value in CFA F equivalent)
[insert year]	*[state amount and percentage]*	Market identification: *[give full name/number of the contract and other forms of identification]*. Buyer's Name: *[full name]* Buyer's Address: *[street, number, city, country]* Reasons for non-execution: *[indicate the main reason(s)]*	

Pending litigation under Section III, Evaluation and Qualification Criteria

□ No pending litigation under Section III, Evaluation and Qualification Criteria, criterion 2.2.3.

□ Pending litigation(s) under Section III, Evaluation and Qualification Criteria, criterion 2.2.3:

Year	Claim amount as a percentage of net worth of total assets	Market identification	Total market amount (present value, in CFA francs.)
[insert year] _____	*[specify percentage]* _____	Market identification: *[insert full name and number of the contract and other forms of identification]*. Buyer's Name: *[full name]* Buyer's address: *[street, number, city, country]* Subject-matter of the dispute: *[state the main issues in dispute]*	*[state the amount]* _____

_____	_____	Market identification: Buyer's Name: Buyer's Address: Object of the dispute:	_____

Contracts in progress

Form CCC

Bidders and each GECA partner must provide information concerning their current commitments for all contracts awarded, or for which they have received a notification of award, contract letter, etc., or for contracts in the process of completion, but for which a provisional certificate of acceptance without reservation has not been issued.

Contract Title	Buyer, contact address/telephone/fax	Value of supplies still to be performed (in the supplier's currency)	Expected Completion Date	Average monthly amount billed over the last 6 months (in supplier's currency)/month)
1.				
2.				
3.				
4.				
5.				
etc.				

Financial position

Form FIN – 3.1

Legal name of the bidder: _____ Date : _____
Legal Name of GECA party: _____ __No. AON: ___
Page__of___pages

To be completed by the bidder and, in the case of a GECA, by each party.

Financial data in F CFA equivalent	**Historical data for the past _____ (__) years (equivalent in thousands of CFA francs)**				
	Year 1	Year 2	Year …	Année …	Average Ratio
Information obtained from the financial statements					
Total Assets (TA)					
Total liability (TP)					
Net assets (PN)					
Availabilities (D)					
Commitments (E)					
Income statement information					
Total Revenue (RT)					
Earnings before taxes (BAI)					

- Copies of the financial statements (balance sheets, including all notes thereto, and income statements) for the years specified above and which meet the following requirements are set out below:
  a) They must reflect the financial position of the bidder or GECA Party, and not that of the parent company or subsidiaries.
  b) Past financial statements must be audited by a chartered accountant
  c) The financial statements must be complete and include all notes added to them
  d) Financial statements must correspond to accounting periods that have already been completed and audited (financial statements for partial periods will not be requested or accepted)

Average annual turnover

Form FIN – 3.2

Legal name of bidder: _____ Date: _____
Legal name of GECA party: _____ No. AON: ___
Page___of___pages

Annual turnover data		
Year	Amount and currency	F CFA
	_____	_____
	_____	_____
	_____	_____
	_____	_____
	_____	_____
*Average turnover	_____	_____

*Average annual turnover is calculated as the total payments received and certified for current or completed procurement divided by the number of years specified in Section III, 2. 3.2.

Financing capacity

Form FIN – 3.3

Indicate the sources of financing (cash, unencumbered real assets, lines of credit and other financial means necessary for cash requirements in the relevant market(s), net of the Bidder's commitments in other markets as required in Section III, Evaluation and Qualification Criteria.

Source of financing	**Amount (Local currency/USD equivalent)**
1.	
2.	
3.	
4.	

Experience

Form EXP – 4.1

Legal name of the bidder: _____ Date: _____
Legal Name of GECA party: _____ No. AON: _____
Page___of___pages

Number of similar market : ___of__required	Information		
Market identification	_____		
Date of grant Completion date	_____ _____		
Role in the market			
Total contract amount	_____		Local currency/USD equivalent
In the case of a party to a GECA or a subcontractor, specify the participation in the total amount of the contract	_____%	_____	Local currency/USD equivalent
Buyer's Name:	_____		
Address: Telephone/Fax number: E-mail address:	_____ _____ _____ _____		

Experience (continued)

Form EXP – 4.1 (continued)

Legal name of bidder: _____
Legal name of GECA party: _____
Page__of___pages

No. of similar market: __of___requirements	Information
Description of similarity in accordance with 2. 4.1 of Section III:	
Amount	_____
Physical size	_____
Complexity	_____
Methods / Technology	_____
Other features	_____

Price Schedule for Goods and Related Services

Date: _____
ICB No.: _____
Invitation for Bid No.: _____
Alternative No.: _____

Name of the Bidder:
_____

[The supplier must complete the below table) concerning each sub lot for which he is submitting]

Transport - [Insert the locality and the country of departure of the supplies] Insert the quantity corresponding]

	Good or Related Service	*Country of origin*	Location and country of departure	Country and place of delivery	Percentage of national origin[1]	Quantity (Metric Ton)	Unit price [Precise the currency][2]	Import duties, sales taxes and other taxes, per unit[2]	Total price for supplies or related service [Precise the currency]
	[Insert the product corresponding	[Insert the country of origin of the supplies]	[Insert the locality and the country of departure of the supplies]	[Insert the country and the place of delivery corresponding to the sub lot]		[Insert the quantity corresponding to the sub lot]	[Insert the unit price for the supplies and precise the currency]		
Total for Sub lot [Precise the sub lot]									

Name_____ In the capacity of _____
Signature_____

Duly authorized to sign the offer for and on behalf of _____
_____
Dated on _____ day of _____, _____.

Notes:

[1] In application of the margin of preference of ITB Clause 35, where applicable

1 In accordance with clauses 14 and 15 of the ITB.

In this case, the related services are transport and unloading.
The Bidder must specify for each sub lot to which it is bidding, the price of supplies, transportation and unloading taking into account the place of delivery.

Bid Security

Date : _____
ICB No.: _____
Invitation for Bid No.: _____

To: _____

Whereas _____
(hereinafter "the Bidder") has submitted its bid dated _____ for ICB No. _____ for the supply of _____ _____ _____ hereinafter called "the Bid."

KNOW ALL PEOPLE by these presents that WE _____ of _____ having our registered office at _____ (hereinafter "the Guarantor"), are bound unto _____ (hereinafter "the Purchaser") in the sum of _____ for which payment well and truly to be made to the aforementioned Purchaser, the Guarantor binds itself, its successors, or assignees by these presents. Sealed with the Common Seal of this Guarantor this _____day of _____, _____.

THE CONDITIONS of this obligation are the following:

1. If the Bidder withdraws its bid during the period of bid validity specified by the Bidder in the Bid Submission Sheet, except as provided in ITB Sub-Clause 20.1; or

2. If the Bidder, having been notified of the acceptance of its bid by the Purchaser, during the period of bid validity, fails or refuses to:
   (a) execute the Contract; or
   (b) furnish the Performance Security, in accordance with the ITB Clause 44; or
   (c) accept the correction of its bid by the Purchaser, pursuant to ITB Clause 31.

We undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser states that the amount claimed by it is due to it, owing to the occurrence of one or more of the above conditions, specifying the occurred conditions.

This security shall remain in force up to and including twenty-eight (28) days after the period of bid validity, and any demand in respect thereof should be received by the Guarantor no later than the above date.

Name _____ In the capacity of _____

Signed _____

Duly authorized to sign the bid security for and on behalf of _____

_____
Dated on _____ day of _____, _____.

PART 2 – Supply Requirements

Section VI. Schedule of quantities and Delivery Schedules

Contents

1. Bill of Quantities .....
2. Delivery and Completion Schedule .....
3. Technical Specifications .....
4. Drawings .....

1. BILL OF QUANTITIES (Attached for Both Lot 1 & 2)

2. Delivery and Completion Schedule

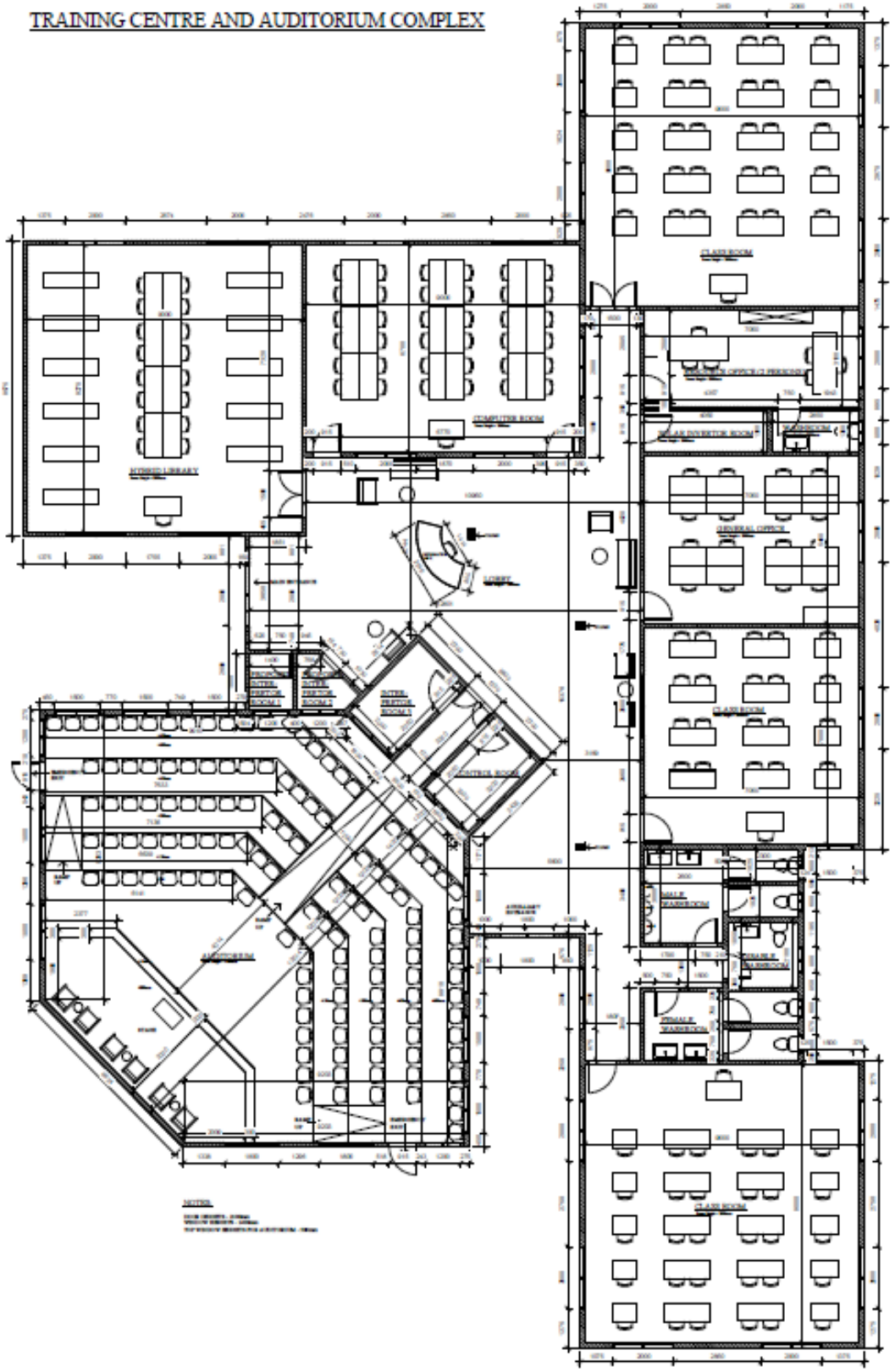
The minimum time for delivery, installation and commissioning is **forty-five (45) days** and the maximum time is **sixty (60)] days** for both Lots.

The delivery site is: **ECOWAS Logistics Depot in Lungi, Sierra Leone.**

3. Technical specifications (Attached for Both Lots 1 & 2)

4. Drawings

Lot 1 Drawings



A. Wash Room Render:



B. Resource Office Render



C. Lobby Render



D. Auditorium Render



E. General Office Render



F. Classroom Render



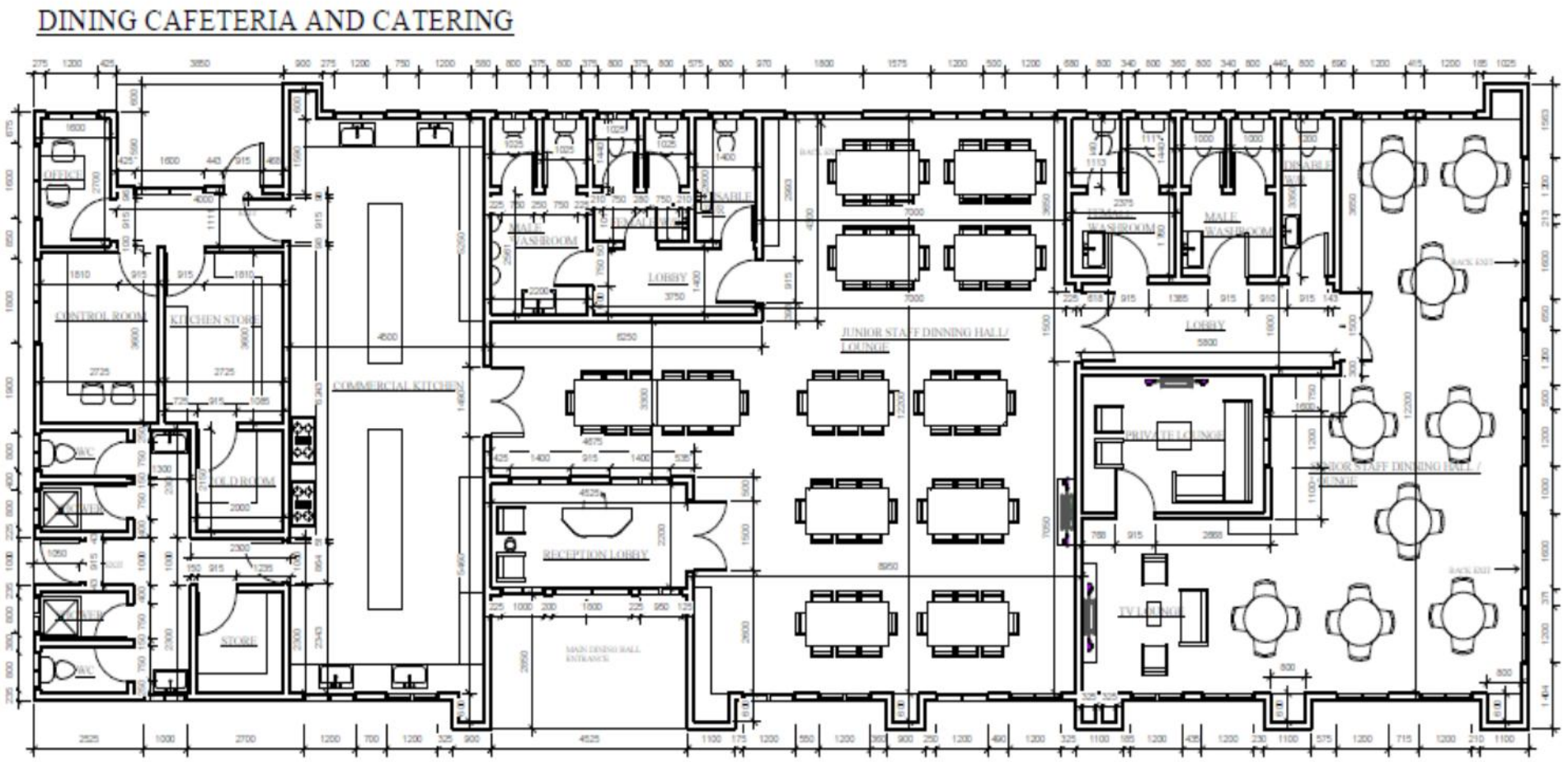
G. Hybrid Library Render



H. Computer Room Render



Lot 2 Drawings



A. Senior Staff Dining



B. Reception



C. Junior Staff Dining



D. VIP Dining



E. Control Room



F. Manager’s Office



G. Kitchen Store & Cold Room



H. Commercial Kitchen 1



H. Commercial Kitchen 2



PART 3 - Contract

Section VII. General Conditions of Contract

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Section VII. General Conditions of Contract

1. Definitions

1.1 The following words and expressions shall have the meanings hereby assigned to them:

"Contract" means the Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.

"Contract Documents" means the documents listed in the Agreement, including any amendments thereto.

"Contract Price" means the price payable to the Supplier as specified in the Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.

"Day" means calendar day.

"Delivery" means the transfer of the Goods from the Supplier to the Purchaser in accordance with the terms and conditions set forth in the Contract.

"Completion" means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.

"Eligible Countries" means the countries and territories eligible as listed in Section V.

"GCC" means the General Conditions of Contract.

"Goods" means all of the commodities, raw materials, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.

"Purchaser's Country" is the country specified in the Special Conditions of Contract (SCC).

"Purchaser" means the entity purchasing the Goods and Related Services, as specified in the SCC.

"Related Services" means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other similar obligations of the Supplier under the Contract.

"SCC" means the Special Conditions of Contract.

"Subcontractor" means any natural person, private or government entity, or a combination of the above, including its legal successors or permitted assigns, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.

"Supplier" means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Agreement, and includes the legal successors or permitted assigns of the Supplier.

"The Development Partner" is the external body providing financing for the project*;*

"The Site," where applicable, means the place named in the SCC.

2. Contract Documents

2.1 Subject to the order of precedence set forth in the Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory.

3. Fraud and Corruption

3.1 It is ECOWAS' policy to require bidders to observe the highest standards of ethics during the procurement and the execution of contracts under such projects.

3.2 ECOWAS defines, for the purposes of these provisions, the terms set forth below as follows:

(a) "corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution, and includes, inter alia, bribery and extortion or coercion which involve threats of injury to person, property or reputation; and

(b) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Purchaser, and includes collusive practices among bidders or between bidders and Purchaser (prior to or after the bid submission) designed to establish bid prices at artificial, non-competitive levels and to prevent the Purchaser from benefiting from free and open competition.

3.3 ECOWAS will, following its own investigation and determination in accordance with its procedures:

(a) reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

(c) declare a firm ineligible, either indefinitely or for a determined period of time, to be awarded ECOWAS contracts if at any time the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Development Partner-financed contract. A firm declared ineligible by ECOWAS and/or by Development Partners in accordance with this sub-paragraph shall be ineligible to be awarded ECOWAS contracts during the period of time determined by ECOWAS.

3.4 The ECOWAS will have the right to inspect the accounts and records of contract holders in relation to the performance of the contract and to have them audited by auditors appointed by the ECOWAS.

3.5 Any communications between the Bidder and the Purchaser related to matters of alleged fraud or corruption must be made in writing.

4. Interpretation

4.1 If the context so requires it, singular means plural and vice versa.

4.2 Incoterms

Unless otherwise specified in the SCC, the meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by Incoterms.

EXW, CIF, CIP, and other similar terms, shall be governed by the rules prescribed in the current edition of Incoterms, published by the International Chamber of Commerce at the date of the Invitation for Bids or as specified in the SCC.

4.3 Entire Agreement

The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.

4.4 Amendment

No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

4.5 Nonwaiver

(a) Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

(b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

4.6 Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

5. Language

5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be written in one of the official languages of ECOWAS. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in one of the official languages of ECOWAS, in which case, for purposes of interpretation of the Contract, this translation shall govern.

5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.

6. Joint Venture, Consortium or Association

6.1 If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser.

7. Eligibility

7.1 All Goods and Services supplied under the Contract shall have their origin in the countries and territories eligible under the ECOWAS Tender Code and Manual of Procurement Procedures or the rules of Procedure of the Development Partner.

7.2 For purposes of this Clause, "origin" means the place where the Goods were mined, grown, or produced, or from which the Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

8. Notices

8.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the SCC. The term "in writing" means communicated in written form with proof of receipt.

8.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

9. Governing Law

9.1 The Contract shall be governed by and interpreted in accordance with the laws of the Purchaser's country, unless otherwise specified in the SCC.

10. Settlement of Disputes

10.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

10.2 If the parties fail to resolve such a dispute or difference by mutual consultation within twenty-eight (28) days from the commencement of such consultation, either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

11. Scope of Supply

11.1 Subject to the SCC, the Goods and Related Services to be supplied shall be as specified in the Schedule of Supply.

11.2 Unless otherwise stipulated in the Contract, the Supply shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining Delivery and Completion of the Goods and Related Services as if such items were expressly mentioned in the Contract.

12. Delivery

12.1 Subject to GCC Sub-Clause 33.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Supply. The details of shipping and other documents to be furnished by the Supplier are specified in the Schedule of Supply.

13. Supplier's Responsibilities

13.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 11, and the Delivery and Completion Schedule, as per GCC Clause 12.

14. Purchaser's Responsibilities

14.1 Whenever the supply of Goods and Related Services requires that the Supplier obtain permits, approvals, and import and other licenses from local public authorities, the Purchaser shall, if so required by the Supplier, make its best effort to assist the Supplier in complying with such requirements in a timely and expeditious manner

14.2 The Purchaser shall pay all costs involved in the performance of its responsibilities, in accordance with GCC Sub-Clause 14.1.

15. Contract Price

15.1 The Contract Price shall be as specified in the Agreement subject to any additions and adjustments thereto, or deductions therefrom, as may be made pursuant to the Contract.

15.2 Prices charged by the Supplier for the Goods delivered and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in the SCC.

16. Terms of Payment

16.1 The Contract Price shall be paid as specified in the SCC.

16.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 12 and upon fulfillment of all the obligations stipulated in the Contract.

16.3 Payments shall be made promptly by the Purchaser, no later than sixty (60) days after submission of an invoice or request for payment by the Supplier, and the Purchaser has accepted it.

16.4 The currency in which payments shall be made to the Supplier under this Contract shall be specified in SCC.

17. Taxes and Duties

17.1 Except as otherwise specifically provided in the SCC, the Supplier shall bear and pay all taxes, import duties, and levies imposed on the Supplier, by all municipal, state or national government authorities, both within and outside the Country where the contract is executed, in connection with the Goods and Related Services to be supplied under the Contract.

17.2 Notwithstanding GCC Sub-Clause 17.1, and unless otherwise specified in the SCC, the Purchaser shall bear and promptly pay all taxes, import duties, and levies imposed by law in the Country where the contract is executed on the Goods and Related Services when such Goods and Related Services are supplied from and delivered orcompleted outside one of the member countries of ECOWAS.

17.3 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in one of the member countries of ECOWAS, the Purchaser shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.

17.4 For the purpose of the Contract, it is agreed that the Contract Price specified in the Agreement is based on the taxes, duties, levies, and charges prevailing at the date, twenty-eight (28) days prior to the date of bid submission in the Country where the contract is executed (called "tax" in this sub-clause). If any tax rates are increased or decreased, a new tax is introduced, an existing tax is abolished, or any change in interpretation or application of any tax occurs in the course of the performance of the Contract, which was or will be assessed on the Supplier, its Subcontractors, or their employees in connection with performance of the Contract, an equitable adjustment to the Contract Price shall be made to fully take into account any such change by addition to or reduction from the Contract Price, as the case may be.

18. Performance Security

18.1 The Supplier shall, within twenty-eight (28) days of the notification of contract award, provide a performance security for the due performance of the Contract in the amount and currency specified in the SCC.

18.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

18.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Purchaser, and shall be in one of the forms stipulated by the Purchaser in the SCC, or in another form acceptable to the Purchaser.

18.4 The performance security shall be discharged by the Purchaser and returned to the Supplier not later than twenty-eight (28) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the SCC.

19. Copyright

19.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.

20. Confidential Information

20.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 20.

20.2 The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the design, procurement, or other work and services required for the performance of the Contract.

20.3 The obligation of a party under GCC Sub-Clauses 20.1 and 20.2 above, however, shall not apply to information that:

- the Purchaser or Supplier need to share with the institutions participating in the financing of the Contract;
- now or hereafter enters the public domain through no fault of that party;
- can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
- otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

20.4 The above provisions of GCC Clause 20 shall not in any way modify any undertaking of confidentiality given by either of the

parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.

20.5 The provisions of GCC Clause 20 shall survive completion or termination, for whatever reason, of the Contract.

21. Subcontracting

21.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the bid. Subcontracting shall in no event relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.

21.2 Subcontracts shall comply with the provisions of GCC Clauses 3 and 7.

22. Specifications and Standards

22.1 Technical Specifications and Drawings

The Supplier shall ensure that the Goods and Related Services comply with technical specifications and other provisions of the Contract.

The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.

The Goods and Related Services supplied under this Contract shall conform to the standards mentioned in Section VI, Schedule of Supply and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the goods' country of origin.

22.2 Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Supply. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause 33.

23. Packing and Documents

23.1 The Supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

23.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the SCC, and in any other instructions ordered by the Purchaser.

24. Insurance

24.1 Unless otherwise specified in the SCC, the Goods supplied under the Contract shall be fully insured,in a freely convertible currency from an eligible country, against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or in the manner specified in the SCC.

25. Transportation

25.1 Unless otherwise specified in the SCC, responsibility for transportation of the Goods shall be in accordance with the Incoterms specified in the Schedule of Supply.

26. Inspections and Tests

26.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in the Schedule of Supply.

26.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place in the Purchaser's country as specified in the SCC. Subject to GCC Sub-Clause 26.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.

26.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 26.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.

26.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.

26.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price.

Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.

26.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.

26.7 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC Sub-Clause 26.4.

26.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to GCC Sub-Clause 26.6, shall release the Supplier from any warranties or other obligations under the Contract.

27. Liquidated Damages

27.1 Except as provided under GCC Clause 32, if the Supplier fails to deliver any or all of the Goods or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the SCC of the Contract Price for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in those SCC. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 35.

28. Warranty

28.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.

28.2 Subject to GCC Sub-Clause 22.1, the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.

28.3 Unless otherwise specified in the SCC, the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the SCC, or for eighteen (18) months after the date of shipment or loading in the country of origin, whichever period concludes earlier.

28.4 The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.

28.5 Upon receipt of such notice, the Supplier shall, within the period specified in the SCC, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.

28.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the SCC, the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

29. Patent Indemnity

29.1 The Supplier shall, subject to the Purchaser's compliance with GCC Sub-Clause 29.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:

- the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and
- the sale in any country of the products produced by the Goods.

Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.

29.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Sub-Clause 29.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

29.3 If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.

29.4 The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.

29.5 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

30. Limitation of Liability

30.1 Except in cases of gross negligence or willful misconduct:

- neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser; and
- the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort, or otherwise, shall not exceed the amount specified in the SCC, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Supplier to indemnify the Purchaser with respect to patent infringement.

31. Change in Laws and Regulations

31.1 Unless otherwise specified in the Contract, if after the date of the Invitation to Bid, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in the place of the Purchaser's country where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract.

Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 15.

32. Force Majeure

32.1 The Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

32.2 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

32.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

33. Change Orders and Contract Amendments

33.1 The Purchaser may at any time order the Supplier through notice in accordance with GCC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:

- drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
- the method of shipment or packing;
- the place of delivery; and
- the Related Services to be provided by the Supplier.

33.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier's receipt of the Purchaser's change order.

33.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

34. Extensions of Time

34.1 If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 12, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

34.2 Except in case of Force Majeure, as provided under GCC Clause 32, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 27, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 34.1.

35. Termination

35.1 Termination for Default

(a) The Purchaser, without prejudice to any other remedy for breach of Contract, by notice of default sent to the Supplier, may terminate the Contract in whole or in part:

(i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 34; or

(ii) if the Supplier fails to perform any other obligation under the Contract.

In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 35.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

if the Supplier, in the judgment of the Purchaser has engaged in corrupt or *fraudulent* practices, as defined in GCC Clause 3, in competing for or in executing the Contract.

35.2 Termination for Insolvency

The Purchaser may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser.

35.3 Termination for Convenience

The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

(i) to have any portion completed and delivered at the Contract terms and prices; and/or

(ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

36. Assignment

36.1 Neither the Purchaser nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.

Section VIII. Special Conditions of Contract

The following Special Conditions of Contract (SCC) shall supplement the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

GCC 1.1(j)	The Purchaser's country is: **ECOWAS/NIGERIA**
GCC 1.1(k)	The Purchaser is: **The ECOWAS Commission**
GCC 1.1 (q)	The delivery site is: **ECOWAS Logistics Depot in Lungi, Sierra Leone**
GCC 4.2 (a)	The meaning of the trade terms shall be as prescribed by Incoterms.
GCC 4.2 (b)	The version of Incoterms shall be: ***year 2020***
GCC 5.1	The language shall be: **English OR French**
GCC 8.1	For **notices**, the Purchaser's address shall be: Attention: **Commissioner for Internal Services** Address: **ECOWAS COMMISSION** City: **Abuja** Country: **NIGERIA**
GCC 9.1	The governing law shall be: **the Law of the Federal Republic of Nigeria.**
GCC 10.2	The formal mechanism for the resolution of disputes shall be: The Parties shall agree to settle amicably any disputes that arose or may arise from the execution of this contract or its interpretation. Any dispute that may arise between the Parties as a result of non-performance or lateness in the execution of the contractual provisions and that could not be settled amicably within thirty (30) days shall be settled by arbitration in accordance with the following provisions: Arbitration shall be in accordance with the UNCITRAL Arbitration Rules presently in force. The Decision of the Arbitration process shall be final. The place of arbitration should be: **ABUJA , Federal Republic of Nigeria**
GCC 11.1	The scope of supply shall be defined in: The Bidding Document

GCC 13.1	Details of Shipping and other Documents to be furnished by the Supplier **are** • **Three (3) copies of the invoices of the Supplier, describing items, their quantities, their unit price and the total amount;** • **Three (3) announcements of the delivery / receipt of the Goods;** • **One (1) certificate of guarantee of the Manufacturer or the Supplier;** • **One (1) certificate of inspection, emitted by the indicated service of inspection, and inspection report in factory of the Supplier; and** • **One (1) certificate of origin.** **The above documents shall be received by the Purchaser before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.**
GCC 15.2	The price adjustment shall be: The prices charged for the Goods supplied and the related Services to be performed shall not be adjustable. **ECOWAS is a Diplomatic International Organization exempted from duties and taxes on all goods imported on its behalf**

GCC 16.1	The terms of payment shall be: _____ **1. <u>Payment of Advance</u>: Thirty percent (30%) of the Contract price,** exclusive of Taxes shall be paid within 30 days of signing the Contract, against a receipt and a bank guarantee for an equivalent amount and submitted in accordance with the form provided in the bidding document or other form acceptable to the Purchaser. **2. <u>Upon Arrival of the Goods on Site</u>: Thirty percent (30%) of the Contract Price,** exclusives of taxes shall be paid upon Arrival of the good to be supplied on Site (Lungi Depot). **3. <u>After successful Delivery and Installation of the goods</u>: Thirty percent (30%) of the contract price,** exclusives of taxes shall be paid upon successful delivery and installation of the goods on site (Lungi Depot) against submission of the documents specified below: The payment package will include the following: i. 03 Copies of supplier's invoices describing the goods, the quantities, the unit price and the total amount; **ii.** 02 originals copies of the delivery certificate; **4. <u>Ten percent (10%) of the contract price</u>** (exclusive of taxes) shall be paid after the end of the first one (1) year of the total warranty period of three (3) years and based on confirmation of services duly executed by the Client**.** **NB: Payment of invoices shall be made upon satisfactory delivery of goods which shall include supply and delivery as well as installation and testing where applicable.** **Payments to the Supplier shall be made to the following bank accounts:** **[Indicate bank account(s)].**
GCC 16.4	The currency for payments shall be: **USD**_____
GCC 18.1	A Performance Security **is required.** Performance Security shall be: Ten percent (**10%) of the Contract Price exclusive of taxes.** The currency shall be in **US Dollars**
GCC 18.3	The types of acceptable Performance Securities are: ***<u>ORIGINAL Bank Guarantee</u>***

GCC 18.4	Discharge of Performance Security shall take place: The performance security shall be discharged at **temporary reception after supplies are delivered correctly at Lungi Logistic Depot, Sierra Leone**
GCC 23.2	The packing, marking and documentation within and outside the packages shall be: Not Applicable
GCC 24.1	The insurance coverage shall be: **as specified in the incoterms: Delivery At Place (DAP)**
GCC 25.1	Responsibility for transportation of the Goods shall be in accordance with: **as specified in the incoterms: Delivery at Place (DAP)** **In addition to the supply and delivery of office furniture and equipment, the supplier will execute all necessary installation services and testing.**
GCC 26.2	Inspections and tests will be conducted at: • **Quality and quantity control of the food before delivery to the supplier's facilities/sites (This control is not mandatory and will be done in the form of advisory support. It does not guarantee the acceptance of the products)** The inspection and tests shall be: **At the level of the warehouses of the supplier;** and **At the level of the site: Lungi's Logistic Depot, Sierra Leone**
GCC 27.1	The liquidated damage shall be: **One percent (1 %) per week**
GCC 27.1	The maximum amount of liquidated damages shall be: **ten percent (10%)**
GCC 28.3	The period of validity of the Warranty shall be: **Two (2) Years Warranty (where applicable)**
GCC 28.5	The repair or replace period will be: **Thirty (30) Days**
GCC 30.1	The amount of aggregate liability shall be: **Not Applicable**

Section IX. Contract Forms

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Agreement

THIS AGREEMENT made the _____ day of _____, _____, between _____of _____ (hereinafter "the Purchaser"), of the one part, and _____ of _____ (hereinafter "the Supplier"), of the other part:

WHEREAS the Purchaser invited bids for certain Goods and Related Services, viz., _____ and has accepted a Bid by the Supplier for the supply of those Goods and Related Services in the sum of __ _____ (hereinafter "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:

(a) the General Conditions of Contract;
(b) the Special Conditions of Contract;
(c) the Schedule of Supply;
(e) the Bid Submission Sheet and the Price Schedules submitted by the Supplier;
(f) the Purchaser's Notification to the Supplier of award of Contract; and
(g) _____.

3. In consideration of the payments to be made by the Purchaser to the Supplier as indicated in this Agreement, the Supplier hereby covenants with the Purchaser to provide the Goods and Related Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Related Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of _____ on the day, month and year indicated above.

Signed by _____ (for the Purchaser)

Signed by _____ (for the Supplier)

Performance Security

Date: _____
ICB No.: _____
Invitation for Bid No.: _____

To: _____

WHEREAS _____ (hereinafter "the Supplier") has undertaken, pursuant to Contract No. _____ dated _____, _____ to supply _____ (hereinafter "the Contract").

AND WHEREAS it has been stipulated by you in the aforementioned Contract that the Supplier shall furnish you with a security _____ issued by a reputable guarantor for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the Contract.

AND WHEREAS the undersigned _____ _____, legally domiciled in _____ _____, (hereinafter "the Guarantor"), have agreed to give the Supplier a security:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of _____ and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract, without cavil or argument, any sum or sums within the limits of _____ _____ as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This security is valid until the _____ day of _____, _____.

Name _____ In the capacity of _____

Signed _____

Duly authorized to sign the authorization for and on behalf of _____

_____

Dated on _____ day of _____, _____.

Advance Payment Security

Date: _____
ICB No.: _____
Invitation for Bid No.: _____

To: _____

In accordance with the payment provision included in the Contract, in relation to advance payments, _____ (hereinafter called "the Supplier") shall deposit with the Purchaser a security consisting of _____, to guarantee its proper and faithful performance of the obligations imposed by said Clause of the Contract, in the amount of _____.

We, the undersigned _____, legally domiciled in _____ (hereinafter "the Guarantor"*),* as instructed by the Supplier, agree unconditionally and irrevocably to guarantee as primary obligor and not as surety merely, the payment to the Purchaser on its first demand without whatsoever right of objection on our part and without its first claim to the Supplier, in the amount not exceeding _____ _____.

This security shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until _____, _____.

Name _____ In the capacity of _____

Signed _____

Duly authorized to sign the authorization for and on behalf of _____

_____

Dated on _____ day of _____, _____.