

**Economic Community of West African States**

**Standard Bidding Documents**

**Procurement of Small Goods  
& Services**

**June 2023**

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# **Standard Bidding Document**

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## ***SUPPLY OF INFORMATION TECHNOLOGY EQUIPMENT FOR CONFERENCE ROOMS***

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## Section I. Invitation for Bids (IFB)

### **LOCAL COMPETITIVE BIDDING FOR INFORMATION TECHNOLOGY EQUIPMENT FOR CONFERENCE ROOMS**

Date: 31 July, 2023  
LCB/COM/JULY/2023

#### ***Invitation for Bids***

1. The ECOWAS Commission, within the framework of the execution of its 2023 budget intends to acquire Information Technology equipment to be utilized in its conference rooms.
2. The ECOWAS Commission now invites sealed bids from eligible bidders for the Supply of Information Technology equipment specifically for conference rooms in ECOWAS Commission.
3. Interested eligible bidders may obtain further information and inspect the Bidding Documents at the Procurement Division of the Directorate of Administration & General Services, 1<sup>st</sup> Floor ECOWAS Commission, 101 Yakubu Gowon Crescent, Asokoro District, PMB 401, Abuja, Nigeria. Electronic: [procurement@ecowas.int](mailto:procurement@ecowas.int); with copy to [kfofana@ecowas.int](mailto:kfofana@ecowas.int); [aadebayo@ecowas.int](mailto:aadebayo@ecowas.int); [ikkamara@ecowas.int](mailto:ikkamara@ecowas.int);
4. A complete set of Bidding Documents may be obtained by interested bidders upon Submission of a written application addressed to the Directorate of General administration.
5. Bids must be accompanied by an **Original Bid Security (bank guarantee or insurance bond) of Five Hundred Thousand Naira (N500,000)**. Bids shall be valid for One hundred and twenty (120) days and the delivery period is Forty-Five (45) days.
6. Bids should be delivered in a sealed envelope (one original with three copies) and deposited in the **ECOWAS Tender Box located at the Directorate of Administration & General Services, Procurement Division, 1<sup>st</sup> Floor ECOWAS Commission, 101 Yakubu Gowon Crescent, Asokoro District, P. M. B. 401 Abuja Nigeria.**
7. Bids should be clearly marked **"Local Competitive Bidding for Information Technology Equipment for Conference Rooms" – Do Not Open, Except in Presence of the OPENING COMMITTEE"**. The envelope SHALL also indicate the bidder's name **and should be submitted on or before 11.00 am on Thursday, 31 August 2023** at the latest and **should clearly indicate Price, Specifications, Delivery Period, Bid Validity Period and Bid Security Validity Period as these will determine the acceptance of bids received.**
8. Bids will be opened in the presence of bidders/representatives who choose to attend (Via virtual meeting), on **Thursday, 31 August 2023 at 11:30am at ECOWAS**

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**Commission, Plot 101, Yakubu Gowon Crescent, Asokoro District.**

- 9.** This invitation for Bids is also published on the ECOWAS Website <https://www.ecowas.int/ecowas-procurement/>

Commissioner for Internal Services

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## Section II. Instructions to Bidders (IB)

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## **Instructions to Bidders**

### **A. Introduction**

#### **1. Source of Funds**

- 1.1** The ECOWAS Institution named in the Bid Data Sheet has allocated its own funds, applied for or received a grant from Development Partner, as identified in the Bid Data Sheet in various currencies in an amount as indicated in the Bid Data Sheet towards the cost of the Project specified in the Bid Data Sheet. The ECOWAS Institution intends to apply a portion of the proceeds of this fund or grant to eligible payments under the contract for which this Invitation for Bids is issued.
- 1.2** When appropriate, payment by the ECOWAS Institution or the Development Partner will be made only upon their approval in accordance with the terms and conditions of the grant Agreement and will be subject in all respects to the terms and conditions of that agreement. No party other than the Institution shall derive any rights from the Grant Agreement or have any claim to the grant proceeds.

#### **2. Eligible Bidders**

- 2.1** This Invitation for Bids is open to all suppliers from eligible source countries (ref. Annex on list of member countries) as defined, except as provided hereinafter.
- 2.2** Bidders (including all members of a Joint Venture and all sub-contractors) should not be associated or have been associated in the past, directly or indirectly, with a firm or any of its affiliates, which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications and other documents to be used for the procurement of goods to be purchased under this Invitation for Bids.
- 2.3** Government-owned companies 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 the Purchaser.

#### **3. Eligible Goods and Services**

- 3.1** All goods and related services to be supplied under the contract have their origin in eligible source countries, defined by the ECOWAS Tender Code. All expenditures made under the contract will be limited to such goods and services. These criteria are all defined *as follows*:
- 3.2** For purposes of this clause, «origin» means the place where the goods are mined, grown or produced, or the place from which the related services are supplied. Goods are produced when, through manufacturing, processing or substantial and

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major assembly of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.

**3.3** The origin of goods and services is distinct from the nationality of the Bidder.

#### **4. Cost of Bidding**

**4.1** The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser named in the Bid Data Sheet, hereinafter referred to as “the Purchaser,” will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

### **B. Bidding Documents**

#### **5. Content of Bidding Documents**

**5.1** The goods required, bidding procedures and contract terms are prescribed in the bidding documents. In addition to the Invitation for Bids, the bidding documents include the documents listed hereunder, and should be interpreted, if necessary, with the amendments in accordance with ITB Clause 7.1:

- (a) Instructions to Bidders (ITB)
- (b) Bid Data Sheet (BDS)
- (c) General Conditions of Contract (GCC)
- (d) Special Conditions of Contract (SCC)
- (e) Schedule Requirements (SR)
- (f) Technical Specifications
- (g) Bid Form and Price Schedule
- (h) Bid Security Form
- (i) Contract Form
- (j) Performance Security Form
- (k) Bank Guarantee for Advance Payment Form
- (l) Manufacturer’s Authorization Form

**5.2** The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect will be at the Bidder’s risk and may result in the rejection of its bid.

**9.3** The Purchaser reserves the right to verify all information furnished by the Bidder through any sources of its choice. Any inaccurate information given may lead to a rejection of the corresponding bid.

#### **6. Clarification of Bidding Documents**



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- 6.1** A prospective Bidder requiring any clarification of the bidding documents may notify the Purchaser in writing at the Purchaser's address, as indicated in the Bid Data Sheet. The Purchaser will respond in writing to any request for clarification of the bidding documents, which it receives not later than fifteen (15) days prior to the deadline for the submission of bids prescribed in the ITB Clause 19.1. Written copies of the Purchaser's response indicating the question asked, but without identifying the source, will be sent to all prospective bidders that have received the bidding document.

## **7. Amendment of Bidding Documents**

- 7.1** At any time prior to the deadline for submission of bids, the Purchaser, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder may modify the bidding documents by amendment.

- 7.2** All amendment thus published will be an integral part of the Bidding Documents in accordance with ITB Clause 5.1 and will be notified in writing to all prospective bidders, and will be binding on them.

- 7.3** In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Purchaser, at its discretion, may extend the deadline for the submission of bids in accordance with ITB Clause 19.1.

## **C. Preparation of Bids**

### **8. Language of Bid**

- 8.1** The bid, as well as all the correspondence and bid documents exchanged by the Bidder and the Purchaser, shall be written in one of the official languages of ECOWAS.

### **9. Documents Comprising the Bid**

- 9.1** The bid prepared by the Bidder shall comprise the following documents duly completed:

(a) a Bid Form and a Price Schedule completed in accordance with ITB Clauses 10, 11 and 12;

(b) documentary evidence established in accordance with ITB Clause 13 that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted;

(c) documentary evidence established in accordance with ITB Clause 14 that the goods and ancillary services to be supplied by the Bidder are

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eligible goods and services and conform to the bidding documents; and

(d) bid security furnished in accordance with ITB Clause 15.

**10. Bid Form**

**10.1** The Bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the bidding documents, indicating the goods to be supplied, and a brief description of the goods, their country of origin, quantity and prices.

**11. Bid Prices**

**11.1** The Bidder shall indicate on the appropriate Price Schedule the unit prices (where applicable) and the total bid price of the goods it proposes to supply under the contract.

**11.2** Prices indicated on the Price Schedule shall be entered separately in the following manner:

(i) the price of the goods quoted CIP (destination, “carriage paid, including insurance up to”, defined in the data sheet), or DDP (agreed destination, “delivered fees paid”) as the case may be, 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 and other taxes in the country which the contract is executed, will be payable on the goods 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;

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

**11.3** 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.

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**11.4** The Bidder's separation of price components in accordance with ITB Clause 11.2 above, will be solely for the purpose of facilitating the comparison of bids by the Purchaser and will not in any way limit the Purchaser's right to contract on any of the terms offered.

**11.5** The price quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to ITB Clause 24.

## **12. Bid Currencies**

**12.1** Bid Prices shall be quoted in the currency of the hosting Country whereby the services are provided

## **13. Documents Establishing Bidder's Eligibility and Qualification**

**13.1** Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, documents establishing the Bidder's eligibility to bid (that is, it meets the criteria of origin as stated in the ECOWAS Tender Code) and its qualifications to perform the contract if its bid is accepted.

**13.2** The documentary evidence of the Bidder's qualifications to perform the contract if its bid accepted shall establish to the Purchaser's satisfaction that the Bidder, at the time of submission of its bid, is from an eligible country as defined under ITB Clause 2.

**13.3** The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Purchaser's satisfaction :

(a) that, in the case of a Bidder offering to supply goods under the contract, which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the goods' manufacturer or producer to supply the goods in the Purchaser's country;

(b) that the Bidder has the financial, technical and production capability necessary to perform the contract;

(c) that the Bidder meets the qualification criteria listed in the Bid Data Sheet.

## **14. Documents Establishing Goods Eligibility and Conformity to Bidding Documents**

**14.1** Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, documents establishing that all the goods and services it proposes to supply under the contract, meet the criteria of origin and conform to the Bidding Documents.

**14.2** The documentary evidence of the eligibility of the goods and services shall consist

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of a statement in the Price Schedule of the country of origin of the goods and services offered, which shall be confirmed by a certificate of origin issued at the time of shipping.

**14.3** The documentary evidence of conformity to the goods and services to the specifications of the Bidding Documents may be in the form of literature, drawings and data, and shall consist of:

(a) a detailed description of the essential technical and performance characteristics of the goods;

(b) a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continued functioning of the goods for a period to be specified in the Bid Data Sheet, following commencement of the use of the goods by the Purchaser; and

(c) an item-by-item commentary on the Purchaser's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

## **15. Bid Security**

**15.1** Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, a bid security in the amount specified in the Bid Data Sheet.

**15.2** The bid security is required to protect the Purchaser against the risk of Bidder's conduct, which would warrant the security's forfeiture, pursuant to ITB Clause 15.7.

**15.3** The bid security shall be denominated in the currency of the bid or in another freely convertible currency, and shall be in the form of a cashier's check or of a certified check.

**15.4** Pursuant to ITB Clause 24, the Purchaser will reject as non-responsive any bid not secured in accordance with ITB Clauses 15.1 and 15.3.

**15.5** Unsuccessful bidders' bid security will be discharged or returned as promptly as possible but not later than thirty (30) days after expiry of the validity deadline prescribed by the Purchaser, pursuant to ITB Clause 16.

**15.6** The successful Bidder's security will be discharged upon delivery and after acceptance of the goods/equipment.

**15.7** The bid security may be forfeited:

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- (a) if a Bidder withdraws its bid during the period of bid validity specified by the bidder on the Bid Form; or
  - (b) in the case of a successful Bidder, if the Bidder fails:
    - (i) to sign the contract in accordance with ITB Clause 32; or
    - (ii) to furnish performance security in accordance with ITB Clause 35.

## **16. Period of Validity of Bids**

- 16.1** Bids shall remain valid for the period specified in the Bid Data Sheet after the date of bid opening prescribed by the Purchaser, pursuant to ITB Clause 19. The Purchaser shall reject as non-responsive a bid valid for a shorter period.
- 16.2** In exceptional circumstances, the Purchaser may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The bid validity provided under ITB Clause 15 shall also be suitably extended. The Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required or permitted to modify its bid, subject to the provisions of Clause 16.3 above.
- 16.3** In the case of fixed price contracts, if the award is delayed by a period exceeding sixty (60) days beyond the expiry of the initial bid validity, the Contract price shall be adjusted by a factor specified in the request for extension.

## **17. Format and Signing of Bid**

- 17.1** The Bidder shall prepare an original and the number of copies of the bid indicated in the Bid Data Sheet, clearly marking each "ORIGINAL BID" and "COPY OF BID," appropriate. In the event of any discrepancy between them, the original shall govern.
- 17.2** The original and the copy or copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorised to bind the Bidder to the contract. The person or persons signing the bid shall initial all pages of the bid, except for unamended printed literature.
- 17.3** The original and the copy or copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. The person or persons signing the bid shall initial all pages of the bid, except for unamended printed literature.

## **D. Submission of Bids**

### **18. Sealing and Marking of Bids**

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**18.1** The Bidder shall seal the original and each copy of the bid in separate envelopes, duly marking the envelopes as “ORIGINAL” and “COPY.” The envelopes shall then be sealed in an outer envelope.

**18.2** The inner and outer envelopes shall:

(a) be addressed to the Purchaser at the address given in the Bid Data Sheet; and

(b) bear the Project name indicated in the Bid Data Sheet, the Invitation for Bids (IFB) title and number indicated in the Bid Data Sheet and a statement: “DO NOT OPEN BEFORE...” to be completed with the time and the date specified in the Bid Data Sheet, pursuant to ITB Clause 22.1.

**18.3** 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 20.

**18.4** If the outer envelope is not sealed and marked as required by ITB Clause 18.2, the Purchaser will assume no responsibility for the bid’s misplacement or premature opening.

**19. Deadline for Submission of Bids**

**19.1** Bids must be received by the Purchaser at the address specified under ITB Clause 18.2 not later than the time and date specified in the Bid Data Sheet.

**19.2** The Purchaser may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in accordance with ITB 7, in which case all rights and obligations of the Purchaser and bidders shall be extended to the new deadline rather than to the initial date.

**20. Late Bids**

**20.1** Any bid received by the Purchaser after the deadline for submission of bids prescribed by the Purchaser pursuant to ITB Clause 19 will be rejected and returned unopened to the Bidder.

**21. Modification and Withdrawal of Bids**

**21.1** The Bidder may modify or withdraw its bid after the bid’s submission, provided that written notice of the modification, including substitution or withdrawal of the bids, is received by the Purchaser prior to the deadline prescribed for submission of bids.

**21.2** The Bidder’s modification or withdrawal notice shall be prepared, sealed, marked

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and dispatched in accordance with the provisions of ITB Clause 18. The outer envelopes shall however be marked “MODIFICATIONS” or “WITHDRAWALS” as the case may be. The withdrawal may be effected through a written notice duly signed and received prior to the deadline for submission of bids.

- 21.3 No bid may be modified after the deadline for submission of bids.
- 21.4 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval may result in the Bidder’s forfeiture of its bid security, pursuant to ITB Clause 15.7.

## **E. Opening and Evaluation of Bids**

### **22. Opening of Bids by the Purchaser**

- 22.1 The Purchaser will open the bids including the modifications made pursuant to ITB Clause 21, in the presence of the bidders’ representatives who choose to attend, at the time, on the date, and at the place specified in the Bid Data Sheet. The bidders’ representatives who are present shall sign a register evidencing their attendance.
- 22.2 The Bidders’ names, bid prices, the total amount of each bid, any alternative bids, if they had been requested or permitted, any discounts, bid modifications or withdrawals, and the presence or absence of requisite bid security shall all be read aloud and recorded at the bid opening. Further, additional details as the Purchaser, at its discretion, may consider appropriate, shall also be announced and recorded. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the Bidder, pursuant to the provisions of ITB Clause 20.
- 22.3 Bids and modifications received pursuant ITB Clause 21.2 that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances. In particular, any discounts offered by a Bidder, which is not read out at bid opening, shall not be considered further. Withdrawn bids will be returned unopened to the bidders.
- 22.4 The Purchaser will prepare minutes of the bid opening, which will be submitted to bidders that signed the register and will have made the request.

### **23. Clarification of Bids**

- 23.1 During evaluation of the bids, the Purchaser may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted.

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## **24. Preliminary Examination**

- 24.1** The Purchaser will examine the bids to determine whether they are complete, whether any computational errors have been made, whether the bidder is responsive to eligibility conditions, whether the proposed goods are responsive to eligibility criteria, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
- 24.2** Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail. If the Supplier does not accept the correction of the errors, its bid will be rejected and its bid security may be forfeited.
- 24.3** The Purchaser may waive any minor informality, nonconformity or irregularity in a bid, which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any Bidder.
- 24.4** Prior to detailed evaluation, pursuant to ITB Clause 26, the Purchaser will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one, which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from, or objections or reservations to, critical provisions such as those concerning Bid Security (ITB Clause 15), applicable Law (GCC Clause 30), and Taxes and Duties (GCC Clause 32), will be deemed to be material deviation. The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.
- 24.5** If a bid is not substantially responsive, it be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

## **25. Conversion to Single Currency**

- 25.1** To facilitate evaluation and comparison, the Purchaser will convert all bid prices expressed in the amounts in various currencies in which the bid prices are payable to either:
- (a) the West African Unit of Account at the ceiling exchange rate issued quarterly by the ECOWAS Bank for Investment and Development; or
  - (b) a currency widely used in international trade, at the selling rate of exchange published in the international press for the amount payable in foreign currency; and at the selling exchange rate established for similar



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transactions by the Central Bank in the Purchaser's country for the amount payable in the currency of the Purchaser's country.

- 25.2** The currency selected for converting bid prices to a common base for the purpose of evaluation, along with the source and date of the exchange rate, are specified in the Bid Data Sheet.

**26. Evaluation and Comparison of Bids**

- 26.1** The Purchaser will evaluate and compare the bids, which have been determined to be substantially responsive, pursuant to ITB Clause 24.

- 26.2** The Purchaser's evaluation of a bid will 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 this country, sales and other similar taxes, which will be payable on the goods if the 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

- 26.3** The comparison will be between the EXW price of the goods offered from within one of the member countries of ECOWAS, such price to include all costs, as well as duties and taxes paid or payable on components and raw materials incorporated or to be incorporated in the goods, and the CIF named port of destination (or CIP border point, or CIP named place of destination) of the goods offered from outside this country, pursuant to the provisions of the Bid Data Sheet.

- 26.4** Bid evaluation by the Purchaser shall, in addition to the bid price submitted pursuant to ITB Clause 11.2, take into account the following criteria as specified in the Bid Data Sheet, and quantified in accordance with the provisions of Clause 26.5 below:

- (a) delivery schedule offered in the bid;
- (b) cost of components, mandatory spare parts and after-sales services;
- (c) the availability in the Purchaser's country of the spare parts and after-sales services for the equipment offered in the bid;
- (d) the performance and productivity of the equipment offered.

- 26.5** For factors retained in the Bid Data Sheet pursuant to ITB 26.4, one or more of the following quantification methods will be applied, as detailed in the Bid Data Sheet:

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(a) *Delivery schedule:*

- (i) The Purchaser requires that the goods under the Invitation for Bids shall be delivered (shipped) at the time specified in the Schedule of Requirements. The estimated time of arrival of the goods at the Project Site will be calculated for each bid after allowing for reasonable international and inland transportation time. Treating the bid resulting in such time of arrival as the base, a delivery adjustment will be calculated for other bids by applying a percentage specified in the Bid Data Sheet, of the EXW/CIF/CIP price for each week of delay beyond the base, and this will be added to the bid price for evaluation. No credit shall be given to early delivery.

Or

- (ii) The goods covered under this invitation are required to be delivered (shipped) within an acceptable range of weeks specified in the Schedule of Requirements. No credit will be given to earlier deliveries, and bids offering delivery beyond this range will be treated as non-responsive. Within this acceptable range, an adjustment per week, as specified in the Bid Data Sheet, will be added for evaluation to the bid price of bids offering deliveries later than the earliest delivery period specified in the Schedule of Requirements.

Or

- (iii) The goods covered under this invitation are required to be delivered (shipped) in partial shipments, as specified in the Schedule of Requirements. Bids offering deliveries earlier or later than the specified deliveries will be adjusted in the evaluation by adding to the bid price a factor equal to a percentage, specified in the Bid Data Sheet, of EXW/CIF/CIP price per week of variation from the specified delivery schedule.

(b) *Cost of spare parts:*

- (i) The list of items and quantities of major assemblies, components, and selected spare parts, likely to be required during the initial period of operations specified in the Bid Data Sheet, is annexed to the Technical Specifications. The total cost of these items, at the unit prices quoted in each bid, will be added to the bid price.

Or

- (ii) The Purchaser will draw up a list of high-usage and high-value items of components and spare parts, along with estimated quantities of usage in the initial period of operation specified in the Bid Data Sheet. The total cost of these items and quantities will be computed from spare parts unit prices submitted by the Bidder and added to the bid price.

Or

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- (iii) The Purchaser will estimate the cost of spare parts usage in the initial period of operation specified in the Bid Data Sheet, based on information furnished by each Bidder, as well as on past experience of the Purchaser or other purchasers in similar situations. Such costs shall be added to the bid price for evaluation.
- (c) *Spare parts and after-sales service facilities in the Purchaser's country:*
- The cost to the Purchaser of establishing the minimum service facilities and parts inventories, as outlined in the Bid Data Sheet or elsewhere in the bidding documents, if quoted separately, shall be added to the bid price.
- (d) *Performance and productivity of the equipment:*
- (i) Bidders shall state the guaranteed performance or efficiency in response to the Technical Specification. For each drop in the performance or efficiency below the norm of 100, an adjustment for an amount specified in the Bid Data Sheet will be added to the bid price, representing the capitalized cost of additional operating costs over the life of the plant, using the methodology specified in the Bid Data Sheet or in the Technical Specifications.
- Or
- (ii) The goods offered shall have a minimum productivity specified under the relevant provision in the Technical Specifications to be considered responsive. Evaluation shall be based on the cost per unit of the actual productivity of goods offered in the bid, and adjustment will be added to the bid price using the methodology specified in the Bid Data Sheet or in the Technical Specifications.
- The relevant evaluation method shall be detailed in the Bid Data Sheet and/or in the Technical Specifications.

## **27. Contacting the Purchaser**

- 27.1** Subject to ITB Clause 23, no Bidder shall contact the Purchaser on any matter relating to the bid, from the time of bid opening to the time the contract is awarded.
- 27.2** Any effort by the Bidder to influence the Purchaser in its decision on bid evaluation, bid comparison or contract award may result in the rejection of the Bidder's bid.

## **F. Award of Contract**

### **28. Award of Contract**

- 28.1** The Purchaser will verify that the bidder selected for having submitted the lowest evaluated bid, has the capability to perform the contract satisfactorily according to

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the criteria defined in ITB Clause 13.3.

**28.2** This verification will take into account the bidder's financial, technical and production capabilities. It will be based on an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 13.3, as well as on such other information as the Purchaser deems necessary and appropriate.

**28.3** An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's bid, in which event the Purchaser will proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

**28.4** Subject to ITB Clause 32, the Purchaser will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.

**29. Purchaser's Right to Vary Quantities at Time of Award**

**29.1** The Purchaser reserves the right at the time of contract award to increase or decrease, by percentage not exceeding 15 %, the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.

**30. Purchaser's Right to accept or Reject any or All Bids**

**30.1** 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 the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Purchaser's action.

**31. Notification of Award**

**31.1** Prior to the expiration of the period of bid validity, the purchaser will notify the successful Bidder in writing by registered letter, or by telex, to be confirmed in writing, that its bid has been accepted.

**31.2** The notification of award will constitute the formation of the contract, subject to the signing of the contract by the two parties, pursuant to Clause 32.2.

**31.3** One week after notification of the award, the Purchaser shall notify the other Bidders that their bids have been rejected and promptly discharge their bid security, pursuant to ITB Clause 15. The successful bidder will see its bid security conserved up to the last delivery.

**32. Signing of Contract**

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- 32.1 At the same time as the Purchaser notifies the successful Bidder that its bid has been accepted, the Purchaser will send the Bidder the Contract Form provided in the bidding documents, incorporating all agreements between the parties.
  - 32.2 Within thirty (30) days of receipt of the Contract Form, the successful bidder shall sign and date the contract and return it to the Purchaser.
  - 32.3 The contract will be definitive upon its signature by the two parties.

### **33. Corruption or Fraudulent Practices**

- 33.1 The ECOWAS policy requires that Bidders and Contract Holders observe the highest standard of ethics during the procurement of execution of contracts in respect of ECOWAS projects.
- 33.2 When used in the present file, the following terms are defined as follows:
  - i) «Corrupt practice» means the offering, giving, receiving or soliciting of anything of value to influence the action of an ECOWAS agent in the procurement process or in contract execution. It covers notably bribing, extortion or coercion, which involve threats of attack on person, goods or reputation;
  - ii) «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 practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition;
- 33.3 Further to its own investigations and findings carried out in accordance with its procedures, the ECOWAS:
  - a) will reject a proposal for award if it is established that the recommended Bidder indulged in corrupt and fraudulent practices under the competition for the contract in question;
  - b) will declare the company ineligible, either indefinitely or for a given period, for the ECOWAS contracts if, at any time, the company indulged in corrupt and fraudulent practices during procurement or contract execution. In which case, the company will be prohibited from all participation in ECOWAS contracts for a period fixed by the ECOWAS.
- 33.4 The ECOWAS will have the right to inspect the accounts and registers of the contract holder in relation with the contract execution and to have them audited by auditors designated by the ECOWAS.

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## Section III. Bid Data Sheet

### Bid Data Sheet

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions on the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

<b>Introduction</b>	
<b>ITB 1.1</b>	Name of Institutions: <b>ECOWAS COMMISSION</b>
<b>ITB 1.1</b>	<b>ECOWAS COMMISSION 2023 BUDGET</b>
<b>ITB 1.1</b>	Name of Contract: <b><i>CONTRACT FOR INFORMATION TECHNOLOGY EQUIPMENT FOR CONFERENCE ROOMS</i></b>
<b>ITB 2.1</b>	Name of Purchaser: <b>ECOWAS COMMISSION</b>
<b>ITB 6.1</b>	Purchaser's address and E-mail: <b>101, Yakubu Gowon Crescent, Asokoro District, Abuja.</b> E-mail: <a href="mailto:procurement@ecowas.int">procurement@ecowas.int</a> ; with copy to <a href="mailto:sbangoura@ecowas.int">sbangoura@ecowas.int</a> ; <a href="mailto:kfofana@ecowas.int">kfofana@ecowas.int</a> ; <a href="mailto:aadebayo@ecowas.int">aadebayo@ecowas.int</a> ; <a href="mailto:ikkamara@ecowas.int">ikkamara@ecowas.int</a> ;

<b>Bid Price and Currency</b>	
<b>ITB 11.1</b>	<p>The currency of payment on this contract is the <b>NIGERIAN NAIRA</b>. The bid price shall be exclusive of VAT</p> <p><b>Variants shall be authorised.</b> However Bidders who wish to propose several models per items are requested to indicate which model is their basic proposal with its price based on which they will be evaluated.</p> <p><b>The variant will be considered only if they are the lowest bid technically conformed and qualified</b></p>
<b>ITB 11.2 (a)</b>	<p>The price quoted shall be EXW - Warehouse</p> <p><b>As an International Organisation, ECOWAS is exempted from taxes and duties. The bid price shall be exclusive of VAT.</b></p>
<b>(iii), (iv) (optional)</b>	<p>Further, the price of inland transportation from the warehouse to the point of delivery (ECOWAS premises), insurance, and other local costs incidental to delivery of the goods to their destination shall be quoted in addition to the EXW price.</p>
<b>Preparation and Submission of Bids</b>	
<b>ITB 13.3 (c)</b>	<p>The submission of the following documents are required from the bidders and will be checked at the preliminary phase of the evaluation:</p> <ul style="list-style-type: none"> <li>✓ <i>Cover Letter duly signed by the company's authorized signatory;</i></li> <li>✓ <i>Certificate of Incorporation / Registration with the Corporate Affairs Commission (CAC);</i></li> <li>✓ <i>Certified True Copy of Tax Clearance Certificate for the last years (2020; 2021 and 2022);</i></li> </ul> <p><b>Please note that all the above requirements are mandatory for the acceptance of the bids and pre-qualification.</b></p> <p style="text-align: center;">The Post Qualification requirements are:</p> <p style="text-align: center;"><b><u>Financial reference</u></b></p> <p><i>The Bidder shall furnish documentary evidence that it meets the following financial requirement(s):</i></p>

	<p>✓ Provide a Certified Audited Financial Statement showing an average Turnover in the <b>last three (03) years (2020, 2021 and 2022) at least equal to the amount of its offer.</b></p> <p style="text-align: center;"><b><u>Experience</u></b></p> <p><i>The Bidder shall furnish documentary evidence to demonstrate that it meets the following experience requirement(s):</i></p> <p><i>Have executed as main supplier in at least two (02) similar contracts during the last three years (2020, 2021 and 2022) in the value equal to at least the amount of its bid. For that purpose, the bidder must provide respectively the Letter of Award, the Certificate of Job Completion by the client.</i></p> <table border="1" data-bbox="497 721 1385 862"> <thead> <tr> <th>S/n</th> <th>Entities</th> <th>Contract Names</th> <th>Years</th> <th>Amounts</th> </tr> </thead> <tbody> <tr> <td>1</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>2</td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	S/n	Entities	Contract Names	Years	Amounts	1					2				
S/n	Entities	Contract Names	Years	Amounts												
1																
2																
<p><b>ITB 15.1</b></p>	<p>Amount of bid security  <i>Bid shall include Bid Security (bank guarantee or insurance bond) of <b>Five Hundred Thousand Naira Only (N500, 000.00)</b> and must remain valid one (1) month after the Bid Validity Period</i></p>															
<p><b>ITB 16.1</b></p>	<p>Bid validity period</p> <p><i>The validity period for the Bids shall be <u>120</u> days from the deadline for submission.</i></p> <p><i>Bidders shall clearly indicate the price validity terms in their Bid.</i></p>															
<p><b>ITB 17.1</b></p>	<p>Number of copies: <i>In addition to the Original, Three (3) Copies shall be submitted in a sealed envelope and should be clearly marked “CONTRACT FOR THE SUPPLY OF INFORMATION TECHNOLOGY EQUIPMENT FOR CONFERENCE ROOMS”.</i></p>															
<p><b>ITB 18.2 (a)</b></p>	<p>Address for bid submission: <i>ECOWAS Tender Box located at the Directorate of General Administration, Procurement Division, 1<sup>st</sup> Floor ECOWAS Commission, Plot 101, Yakubu Gowon Crescent, Asokoro District, PMB 401, Abuja, Nigeria.</i></p>															
<p><b>IS 18.2 (b)</b></p>	<p>IFB title and number: <b>CONTRACT FOR SUPPLY OF INFORMATION TECHNOLOGY EQUIPMENT FOR</b></p>															



	<p><b>CONFERENCE ROOMS</b></p> <p><b>LCB/COM/JULY/2023</b></p>
<b>ITB 19.1</b>	<p>Deadline for bid submission:</p> <p><i>Bids should be delivered in a sealed envelope and deposited in the ECOWAS Tender Box located at the Directorate of General Administration, Procurement Division, 1<sup>st</sup> Floor ECOWAS Commission, Plot 101, Yakubu Gowon Crescent, Asokoro District, PMB 401, Abuja, Nigeria, on or before 11.00 am on August 31, 2023.</i></p>
<b>ITB 22.1</b>	<p>Time, date and place for bid opening</p> <p><i>Bids will be opened in the presence of bidders/representatives who choose to attend, (via virtual meeting) on August 31, 2023, at 11:30am.</i></p>
<p><b>Evaluation and Comparison of Bids</b></p>	
<b>ITB 25.2</b>	<p>Currency chosen for the purpose of converting a common currency: <b>Not Applicable</b></p> <p>The source of the exchange rate to be used shall be: <b>Not Applicable.</b></p> <p>The reference date shall be: <b>Not Applicable.</b></p>
<b>ITB 26.4</b>	<p><i>The contract will be awarded to the lowest bid which technically conforms and is qualified in accordance with the criteria specified in the bidding document</i></p>

<p><b>ITB 26.5 (a)</b></p>	<p>Delivery schedule.</p> <p><i>The items shall be delivered within a maximum of <u>45 days</u> from the date of signing of the contract, with a supplier's invoice showing their description, quantity, unit price and total amount.</i></p> <p><i>Bidders shall clearly indicate the Delivery Period in their Bid</i></p>
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<p><b>ITB 31.1</b></p>	<p style="text-align: center;"><b>Contract Award</b></p> <p>During the Bidding Process, the maximum percentage for quantity increase or decrease that the Client might effect:</p> <p>The maximum percentage by which quantities may be increased shall be: <b>10%</b></p> <p>The maximum percentage by which quantities may be decreased shall be: <b>10%</b></p>
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## **Section IV. General Conditions of Contract (GCC)**

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## General Conditions of Contract

### 1. Definitions

1.1 In this Contract, the following terms shall be interpreted as indicated:

- (a) “The Contract” means the agreement entered into between the Purchaser and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) “The Contract Price” means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
- (c) “The Goods” mean all of the equipment, machinery, and/or other materials, which the Supplier is required to supply to the Purchaser under the Contract.
- (d) “The Services” means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.
- (e) “GCC” means the General Conditions of Contract contained in this section.
- (f) “SCC” means the Special Conditions of Contract.
- (g) “The Purchaser” means the organization purchasing the Goods, as named in the SCC.
- (h) “The Purchaser’s country” is the country named in SCC.
- (i) “The Supplier” means the individual or firm supplying the Goods and Services under this Contract and identified in SCC.
- (j) «ECOWAS» means the institution which is financing the project.
- (k) ” The Project Site” where applicable, means the place or places named in the SCC.
- (l) “Day” means calendar day.

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## **2. Application**

**2.1** These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.

## **3. Country of Origin**

**3.1** All Goods and Services supplied under the Contract shall have their origin in the countries and territories eligible under the relevant provision in the Tender Code and Manual of Procurement Procedures, as further elaborated in the SCC.

**3.2** For purposes of this Clause, «origin» means the place where the Goods were mined, or produced, 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 component.

**3.3** The origin of Goods and Services is distinct from the nationality of the Supplier

## **4. Standards**

**4.1** The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin. Such standards shall be the latest issued by the concerned institution.

## **5. Use of Contract Documents and Information**

**5.1** The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Purchaser in connection therewith, to any person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only to the extent that may be necessary for purposes of such performance.

**5.2** The Purchaser shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in GCC Clause 5.1 except for purposes of performing Contract.

**5.3.** Any document other than the Contract itself, enumerated in GCC Clause 5.1 shall remain the property of the Purchaser and shall be returned to the Purchaser on completion of the Supplier's performance under the Contract if so required by the Purchaser.

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## **6. Patent Rights**

**6.1** The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the Purchaser's country.

## **7. Inspections and Tests**

**7.1** The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract Specifications at no extra cost to the Purchaser. The SCC and the Technical Specifications shall specify what inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing and in timely, of the identity of any representatives retained for these purposes.

**7.2** The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data shall be furnished to the inspectors at no charge to the Purchaser.

**7.3** Should any inspected or tested Goods fail to conform to the Specifications, the Purchaser may reject the Goods, and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirement free of cost to the Purchaser.

**7.4** The Purchaser's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival in the Purchaser's country shall in no way be limited or waived by reason of the Goods having previously been inspected, tested, and passed by the Purchaser or its representative prior to their shipment from the country of origin.

**7.5** Nothing in GCC clause 7 shall in any way release the Supplier from any warranty or other obligations under this Contract.

## **8. Packing**

**8.1** 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. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, 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.

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**8.2** 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 SCC, and in any subsequent instructions ordered by the Purchaser.

**9. Delivery and Documents**

**9.1** Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. The details of shipping and/or other documents to be furnished by the Supplier are specified in the SCC.

**9.2** For purposes of the Contract, EXW, CIF, CIP and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of Incoterms<sup>1</sup> published by the International Chamber of Commerce, Paris.

**9.3** Documents to be submitted by the Supplier are specified I the SCC.

**10. Insurance**

**10.1** The Goods supplied under the Contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

**10.2** Where the delivery of the Goods is required by the Purchaser on a CIF or CIP basis, the Supplier shall arrange and pay for cargo insurance, naming the Purchaser as beneficiary. Where delivery is on FOB or FCA basis, insurance shall be the responsibility of the Purchaser.

**11. Transport**

**11.1** Where the Supplier is required under Contract to transport Goods to a specified place of destination within of the country members of ECOWAS defined as «Project Site», transport to such place of destination, including insurance and storage, as indicated in the Contract, shall be arranged and paid for by Supplier, and the related cost shall be included in the Contract Price.

**11.2** Where the Supplier is required under Contract to deliver the Goods CIF or CIP, no restriction shall be placed on the choice of carrier. Where the Supplier is required under Contract (i) to deliver the Goods FOB or FCA, and (ii) to arrange on behalf and at the expense of one of the country members of ECOWAS for international transportation on specified carriers or on national flag carriers of one of the country members of ECOWAS, the Supplier may arrange for such transportation on alternate carriers if the specified or national flag carriers are not available to transport the Goods within the period(s) specified in the Contract.

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## **12. Incidental Services**

**12.1** The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in the SCC:

- (a) performance or supervision of on-site assembly and/or start-up of the supplied Goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
- (d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of an warranty obligations under this Contract; and
- (e) training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

**12.2** Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon I advance b the parties and shall not exceed the prevailing rates charged for other parties by the Supplier for similar services.

## **13. Spare Parts**

**13.1** As specified in the SCC, the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

- (a) such spare parts as the Purchaser may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under the Contract; and
- (b) in the event of termination of production of the spare parts:
  - (i) advance notification to the Purchaser of the pending termination, in sufficient time to enable the Purchaser to procure needed requirements; and
  - (ii) following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings and specifications of the spare parts, if requested.



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## **14. Warranty**

- 14.1** The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect arising from design, materials, or workmanship (except when the design and/or material is required by the Purchaser's specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.
- 14.2** This 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 Contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless otherwise specified in the SCC.
- 14.3** The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.
- 14.4** Upon receipt of such notice, the Supplier shall, within the period specified in the SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the Purchaser other than, where applicable, the cost of inland delivery of the repaired or replaced Goods or parts from EXW or the port or place of entry to the final destination.
- 14.5** If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in the SCC, within a reasonable period, the Purchaser may proceed to take 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.

## **15. Payment**

- 15.1** The method and conditions of payment to be made to the Supplier under this Contract shall be specified in the SCC.
- 15.2** The Supplier's request(s) for payment shall be made to the Purchase in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to GCC Clause 9, and upon fulfilment of other obligations stipulated in the Contract.
- 15.3** Payments shall be made promptly by the Purchaser, but in no case later than sixty (60) days after submission of an invoice or claim by the Supplier.

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**15.4** The currency or currencies in which payment is made to the Supplier under this Contract shall be specified in the SCC subject to the following general principle: payment will be made in the currency or currencies in which the payment has been requested in the Supplier's bid.

**16. Prices**

**16.1** Prices charged by the Supplier for Goods delivered and 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 or in the Purchaser's request for bid validity extension, as the case may be.

**17. Change Orders**

**17.1** The Purchaser may at any time, by a written order given to the Supplier pursuant to GCC Clause 30, make changes within the general scope of the Contract in any one or more of the following:

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

**17.2** 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 delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Purchaser's change order.

**18. Contract Amendment**

**18.1** Subject to GCC Clause 17, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

**19. Assignment**

**19.1** The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract except with the Purchaser's prior written consent.

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## **20. Subcontracts**

**20.1** The Supplier shall notify the Purchaser in writing of all subcontracts awarded under this Contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the Supplier from any liability or obligation under the Contract.

## **21. Delays in the Supplier's Performance**

**21.1** Delivery of Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Purchaser in the Schedule of Requirements.

**21.2** If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). 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, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.

**21.3** Except as provided under GCC Clause 24, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of liquidated damages.

## **22. Liquidated Damages**

**22.1** Subject to GCC Clause 25, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in the SCC. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause 23.

## **23. Termination for Default**

**23.1** The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part:

- (a) if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the

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Purchaser pursuant to GCC Clause 21; or

- (b) if the Supplier fails to perform any other obligation(s) under the Contract ;
- (c) if the Supplier, in the judgement of the Purchaser, has engaged in corrupt or fraudulent practices during the proceedings of procurement or during the execution of the Contract.

For the purpose of this cause:

"Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of an ECOWAS agent in the procurement process or in contract execution.

"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 Borrower, and included collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.'

- 23.2** In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 24.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

## **24. Force majeure**

- 24.1** Notwithstanding the provisions of GCC Clauses 22, 23 and 24, 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.
- 24.2** For purposes of this clause, «Force Majeure» means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 24.3** 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.

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**25. Termination for Insolvency**

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

**26. Termination for Convenience**

**26.1** The Purchaser, by written 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 on which such termination becomes effective.

**26.2** Goods that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Purchase at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

- (a) to have any portion completed and delivered at the Contract terms and prices; and/or
- (b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.

**27. Resolution of Disputes**

**27.1** 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.

**27.2** If, after thirty (30) days of such informal negotiations, the Purchaser and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC. .

**28. Governing Language**

**28.1** The Contract shall be written in the language specified in the SCC. Subject to GCC Clause 30, the version of the contract written in the specified language shall govern its interpretation. All correspondence and other documents pertaining to the Contract, which are exchanged by the parties, shall be written in the same language.

**29. Applicable Law**

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**29.1** The Contract shall be interpreted in accordance with the laws of the Purchaser's Host country, unless otherwise specified in the SCC.

**30. Notices**

**30.1** Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by cable, telex, or facsimile and confirmed in writing to the other party's address specified in the SCC.

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

**31. Taxes and Duties**

**31.1** A Supplier shall be entirely responsible for all taxes, duties, licence fees, etc, incurred until delivery of the contracted Goods to the Purchaser.

**32. Suspension of Development Partner Financing**

**32.1** In the event that the Development Partner suspends the Grant to the Purchaser, from which part of the payments to the Supplier are made:

a) The Purchaser is obliged to notify the Supplier of such suspension within seven (7) days of having received the Development Partner's suspension notice;

b) If the Supplier has not received sums due it within the sixty (60) days for payment provided for in Sub-Clause 15.3, the Supplier may immediately issue a 14-day termination notice.

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## **Section V. Special Conditions of Contract (SCC)**

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## Special Conditions of Contract

### 1. Definitions (GCC Clause 1)

GCC 1.1 (g) - The Purchaser is: **ECOWAS Commission**

GCC 1.1 (h) - The Purchaser's country is: **NIGERIA**

GCC 1.1 (i) - The Supplier is:

#### *Sample Provision*

GCC 1.1 (j) - The Project Site are: **ECOWAS Commission Headquarters at 101 Yakubu Gowon Crescent, Asokoro District, PMB 401, Abuja, Nigeria.**

### 2. Country of Origin (GCC Clause 3)

The Country in which the services are produced: **NIGERIA**

### 3. Inspections and Tests (GCC Clause 7)

GCC 7.6 - The inspections and Essays before delivery and in the definitive reception **shall be made as follows:**

**Not applicable**

### 4. Packing (GCC Clause 8)

#### *Sample provision*

GCC 8.3 - Samples shall be provided and submitted with completed bids

### 5. Delivery and Documents (GCC Clause 9)

GCC 9.3 *All items shall be delivered within a maximum of 45 days from the date of signing of the contract, with a supplier's invoice showing their description, quantity, unit price and total amount.*

### 6. Insurance (GCC Clause 10)

Not applicable

### 7. Incidental Services (GCC Clause 12)

GCC 12.1 - Incidental services to be provided are: **(NOT APPLICABLE)**

### 8. Spare Parts (GCC Clause 13)



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Not applicable

**9. Warranty (GCC Clause 14)**

GCC 14.2

*Not applicable*

**10. After Sales Services**

*Not applicable*

**11. Payment (GCC Clause 15)**

*Sample Provision*

GCC 15.1 - The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:

**Payment Terms:**

Payment for the Services rendered **shall be made in Nigerian Naira**, as follows:

**Payment shall be made in Naira, as follows:**

- (i) *Advance Payment: Thirty (30) percent of the Contract Price shall be paid against a simple receipt and a bank guarantee for the equivalent amount and in any other form acceptable to the Commission.*
- (ii) *On Delivery: Seventy (70) percent of the Contract Price shall be paid on receipt of the Goods and upon the acceptance certificate for the respective delivery issued by the Commission.*

**12 Performance Security**

*A Performance Security shall be required.*

*On the provisional award of the contract and prior to the signing of the contract the successful bidder shall submit a Bank Performance Security (Bank Guarantee in Naira) of Ten percent (10%) of the Total amount of the contract in order to cover the full execution of the contract.*

**Discharge of the Performance Security**

Discharge of the Performance Security **shall take place:** At the reception and acceptance of the

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items by the Commission

**13. Liquidated Damages (GCC Clause 22)**

GCC 22.1 - Applicable rate: (Not Applicable)

**14. Resolution of Disputes (GCC Clause 27)**

GCC 27.2 - The dispute resolution mechanism to be applied pursuant to GCC Clause 27.2 shall be as follows:

*All disputes between the parties shall be amicably settled between the parties. Failing amicable settlement, the matter shall be referred to arbitration in accordance with Arbitration laws of the Community Court of Justice in Abuja.*

In the case of a dispute between the Purchaser and the Supplier, the dispute shall be referred to *the Community Court of Justice in Abuja*.

**15. Governing Language (GCC Clause 28)**

GCC 28.1 - The Governing language shall be *English*

**16. Notices (GCC Clause 30)**

GCC 30.1 - Purchaser's address for notice purposes: **ECOWAS Commission, 101, Yakubu Gowon Crescent, Asokoro District, Abuja.**

- Supplier's address for notice purposes:

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## **Section VI. Schedule of Requirements**

### **Schedule of Requirements**

*All items shall be delivered within a maximum of 45 days from the date of signing of the contract, with a supplier's invoice showing their description, quantity, unit price and total amount.*

## Section VII. Technical Specifications

### A - Technical Specification for the Information Technology equipment for Conference Rooms

S/N	ITEM	SPECIFICATIONS	QUANTITY
1.	Video Conference System	<p>Video Conference System consisting of the following:</p> <p><b>Camera</b></p> <ul style="list-style-type: none"> <li>• Custom lens with 5x HD zoom and motorized pan (+/- 25°) and tilt (+/- 15°)</li> <li>• Field of View: Diagonal: 120°, Horizontal: 113°, Vertical: 80.7°</li> <li>• Total Room Coverage (field of view + pan and tilt): 163° wide x 110° tall</li> <li>• 3 camera position presets</li> <li>• RightSight auto-framing: Requires Windows 10 64-bit or macOS 10.14 or higher</li> </ul> <p><b>Video Performance</b></p> <ul style="list-style-type: none"> <li>• 4K Ultra HD video calling (up to 3840 x 2160 pixels @ 30 fps with customer-supplied USB 3.0 cable)</li> <li>• 1080p Full HD video calling (up to 1920 x 1080 pixels @ 30 fps)</li> <li>• 720p HD video calling (up to 1280 x 720 pixels @ 30 fps)</li> </ul> <p><b>Microphone</b></p> <ul style="list-style-type: none"> <li>• Integrated microphone with 3 beamforming elements</li> <li>• Pickup Range</li> <li>• 4 m (13.1 ft)</li> <li>• Sensitivity: -27 dB</li> <li>• Microphone frequency response: 90Hz-16KHz for full voice reproduction and high intelligibility without noise</li> </ul>	1pcs

		<ul style="list-style-type: none"> <li>• Beamforming performance: Factory-paired, very low distortion broadside beamforming algorithm steers the microphones directly at the talker for the best voice pickup and noise reduction</li> <li>• AEC (Acoustic Echo Cancellation)</li> <li>• VAD (Voice Activity Detector)</li> <li>• Microphone background noise suppression</li> <li>• Microphone data rate: 32KHz sampling rate</li> </ul> <p><b>Speaker</b></p> <ul style="list-style-type: none"> <li>• Volume adjustable to 95 dB SPL at 1/2 meter peak</li> <li>• Speaker sensitivity 86.5+/-3dB SPL at 1/2 meter</li> <li>• Distortion: 200-300Hz &lt; 3%, 3000 Hz -10KHz &lt; 1%</li> <li>• Patent-pending anti-vibration enclosure improves voice clarity while limiting sound transmission to adjacent spaces.</li> </ul> <p>Logitech MeetUp or equivalent</p>	
2.	Video Conference Small Room System (supplied with 4 extra microphone)	<p>Video Conference Small Room System (supplied with 4 extra microphone) consisting of the following:</p> <p><b>Camera</b></p> <ul style="list-style-type: none"> <li>• Smooth motorized pan, tilt and zoom controlled from remote or console</li> <li>• Pan +/- 90°</li> <li>• Tilt +35° / -45</li> <li>• 10x lossless HD zoom</li> <li>• Field of View</li> <li>• Diagonal: 90°</li> <li>• Horizontal: 82.1°</li> <li>• Vertical: 52.2°</li> <li>• Full HD 1080p 30fps</li> </ul>	5pcs

		<ul style="list-style-type: none"> <li>• H.264 UVC 1.5 with Scalable Video Coding (SVC)</li> <li>• Autofocus</li> <li>• 5 camera presets</li> <li>• Far-end control (PTZ) of ConferenceCam product (with supported services)</li> <li>• Kensington security slot</li> <li>• Video mute/unmute LED indicator</li> <li>• Standard tripod thread</li> <li>• Remote Control</li> <li>• Camera, speakerphone, and call control</li> <li>• 5 camera presets</li> <li>• Docks on speakerphone</li> <li>• IR 28 foot (8.5 m) range</li> <li>• CR2032 battery (included)</li> </ul> <p><b>SPEAKERPHONE</b></p> <ul style="list-style-type: none"> <li>• Full-duplex performance</li> <li>• Acoustic echo cancellation</li> <li>• Noise reduction technology</li> <li>• Ultra-wideband audio</li> <li>• Pairs with mobile devices via Bluetooth and NFC</li> <li>• LCD for caller ID, call duration and other functional response</li> <li>• LEDs for speakerphone streaming, mute, hold, and Bluetooth</li> <li>• Tactile buttons for call answer/end, volume and mute, Bluetooth, and camera controls</li> <li>• 5 camera presets for pan, tilt, and zoom settings</li> <li>• Kensington security slot</li> </ul> <p><b>Microphones</b></p> <ul style="list-style-type: none"> <li>• Pickup Range: 19.69 ft (6 m)</li> <li>• Pickup range with expansion mics: 27.89 ft (8.5 m)</li> <li>• Four omnidirectional, beamforming microphones</li> <li>• Frequency Response: 100Hz – 11KHz</li> </ul>	
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		<ul style="list-style-type: none"> <li>• Sensitivity: -28 dB +/-3dB</li> <li>• Distortion: &lt;5% from 200Hz</li> </ul> <p><b>HUB / CABLES / POWER</b></p> <ul style="list-style-type: none"> <li>• Central Hub connects and powers all components</li> <li>• Under-table mounting adhesive included</li> <li>• One cable to camera: 5 m (16.4 ft)</li> <li>• One cable to speakerphone: 5 m (16.4 ft)</li> <li>• Extended cables available: 32.81 and 49.22ft (10and 15 m)</li> <li>• One USB cable for connection to PC/Mac: 6.5 ft (2 m)</li> <li>• AC Power adapter with regional plugs</li> <li>• Power cable: 9.84 ft (3 m)</li> </ul> <p><b>MOUNT</b></p> <p>Dual-purpose bracket works for both wall mounting and tabletop elevation</p> <p><b>COMPATIBILITY AND CERTIFICATIONS</b></p> <p>Plug-and-play USB connectivity</p> <p>Certified for Skype for Business and ready for Teams</p> <p>Fuze® Certified</p> <p>Microsoft Cortana</p> <p>Cisco Jabber®</p> <p>Compatible with BlueJeans, BroadSoft, GoToMeeting, Vidy, and other video conferencing, recording, and broadcasting applications that support USB cameras</p> <p>Logitech Group with Tap small room system or equivalent</p>	
3.	NUC supplied with wireless keyboard and mouse	<p>NUC 13 Pro System Core i5 13th Gen i5-1340P (12 Core) 16GB DDR4 Ram 512GB NVMe SSD with wireless keyboard and mouse</p> <p>Intel or equivalent</p>	9

4.	Wireless Laser Presenter	Wireless Lazer Presenter Wireless 2.4GHz, Driver-free, Left and right-handed 15m range (minimum)	10
5.	Business Laptops:	13.3" QHD IPS Display, Touchscreen, 13th Gen Intel 4-Core i5-13210U,16GB RAM, 512GB SSD, Backlit Keyboard, Windows 10 Business	6pcs
6.	Smart 85" TV	Smart 85" TV; Class Au8000 Crystal Uhd 4k Smart Tv Samsung or equivalent	6pc
7.	Smart 65" TV	Smart 65" TV, Class Au8000 Crystal Uhd 4k Smart Tv Samsung or equivalent	3pc
8.	TV hanger	40" To 80" Adjustable Tv Hanger	6pc
9.	Wireless Smart Soundbar	Wireless Curved Smart Soundbar Audio output channels: 3.0 channels, RMS rated power: 180 W, Audio decoders: DTS 2.0, Dolby Digital 5.1. Soundbar speaker RMS power: 180 W. Subwoofer location: Built-in. Audio formats supported: AAC, AIFF, ALAC, FLAC, MP3, OGG, WAV, WMA, Consumer Electronics Control (CEC): Anynet+.  Samsung Hw-ms6501 or equivalent	10pcs
10.	Mobile Tv Stand	Mobile Tv Stand For 40-70" Flat Screens	5pcs
11.	Extension Cable Reel	Extension Cable Reel - 4mm 25 Metres 100% Pure Copper	10pcs



12.	Power Socket	Green Power Sock-et Fire Retardant - 3000w - 3.4a	47pcs
13.	Smart-UPS	Smart-UPS 1500va Voltage: 220-240VAC Smart App Sinewave Battery Backup Uninterruptible Power Supply Surge Protected Automatic Voltage Regulation (AVR) 6 outlets protect (Min)  APC or its equivalent	9pcs
14	APC Smart UPS 5000VA	APC Smart-UPS 5000VA 230V Rackmount/Tower. Output Power Capacity. 4000 Watts / 5000 VA. Max Configurable Power. 4000 Watts / 5000 VA. Nominal Output Voltage. 230V.  APC or its equivalent	3 pcs
15.	Multimedia Projector	Special Feature Short Throw 5000 lumens Connectivity Technology USB, HDMI Display resolution WUXGA (1920 x 1200) Display Resolution Maximum 1920x1200 Pixels Display Type DLP Lan Control with RJ45 and wireless connection	4pcs
16.	HDMI Cables:	Baseus HDMI 4k To HDMI Cable 10m	9pcs
17.	HDMI Cables	Baseus HDMI 4k To HDMI Cable 50m	2pc
18.	VGA Cable	VGA Cable 50m	2pcs

19.	Universal projector and laptop stand	Universal projector and laptop stand (Folding tripod base with adjustable height)	4pcs
20.	USB to Type C cable, 10m	USB to Type C cable, 10m	4pcs
21.	Duct Tape		4pcs
22	USB Computer Web-Camera	High Definition Webcam Interface: USB 2.0 CMOS: 1/2.7 image sensor Cable Length: 1.5M/5Fts with 15m additional extension cable Focus Method: Auto Focus with tripod stand Full HD Camera Video Webcam 360 Degree Widescreen Built-in Microphone: Dual Microphone Compatibility: IOS, Android, Windows Video resolution: full HD 1440P/30FPS (Support: 2560x1440, 1920x1440, 1280x720, 640x360)	4pcs
23.	Adapter (VGA to HDMI)	Adapter (VGA to HDMI)	6pcs

24	Tabletop Multi-Participant Conference Camera	<p>Tabletop Multi-Participant Conference Camera consisting of the following:</p> <p>7 beamforming microphones, dual lens camera.</p> <p><b>Camera Specification</b>  Sensor resolution: 4K  Zoom: X1  Horizontal Field of View: 315°  Vertical Field of View: 97°  Diagonal Field of View: 180°  Focal Length: 0.07 in (1.87 mm)  Depth of Field: 19.69in (50 cm)-16.41ft (5 m)  Frame Rate (max): 60 fps</p> <p><b>Microphone Specifications</b>  Beamforming Elements: 7 omnidirectional digital MEMS microphones forming six adaptive acoustic endfire beams  Pickup Range: 7.55 ft (2.3 m) radius  Microphone Type: digital MEMS microphones with 72 dB SNR and 130 dB AOP, dirt and water resistant to IP57 spec  Frequency Response: 90Hz – 16 kHz  Sensitivity: &gt;-36 dBFS +/-1 dB @ 1 Pa  Audio processing: AEC (Acoustic Echo Cancellation), Machine Learning VAD (Voice Activity Detector)  Noise suppression: Artificial Intelligence Machine Learning to attenuate both stationary and non-stationary noises</p> <p>Logitech Sight or its equivalent</p>	2pcs
25.	Kensington click safe keyed laptop locks – twin lock heads	Kensington click safe keyed laptop locks – twin lock heads	25

26	Movable Photocopier (Black and White)	Ricoh Aficio MP 4000. prints up to 40 pages per minute with a printing resolution of up to 2400 x 600 dpi. Print on media sizes up to A3 paper sizes or 11" x 17" inches. Standard input paper capacity of 1,200 sheets, which can be expanded up to 4,400 sheets. (Full Option) RICOH IM 4000 (Full Option) or its equivalent	4
27	Photocopier (Colour)	Ricoh Aficio IM C4500. Prints up to 45 ppm, copy, scan, optional fax. 1200x1200 dpi max print resolution Paper capacity of up to 4,700 pages (Full Option) Ricoh Aficio IM C4500 (Full Option) or its equivalent	2
28	HP Printer	HP DeskJet Ink Advantage 3788 All-In-One Printer or its equivalent	4
29	Thermal Unibind Machine	Thermal Binding Machine 8.2. 480 x 310 x 380 mm 11,450 kg 2 binding compartments 1 crimping compartment 2 cooling compartments 220-240 V~50 Hz 120 V~60 Hz 2 x 175 W KEMA certified Thermal Binding Machine or its equivalent	2
30	Scanning Machine	FUJITSU SCAN SNAP iX500. General Technical Specifications Paper Chute Capacity(5) 50 sheets (A4, 80 g/m2 or 20 lb) Interface USB USB 3.0 / USB 2.0 / USB 1.1(6) Wi-Fi IEEE802.11b / IEEE802.11g /IEEE802.11n Frequency band(7): 2.4 GHz FUJITSU SCAN SNAP iX500 or its equivalent	2

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31	Installations and constructions		Lots
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**NB:**

- **All specifications must be adhered to strictly, the Directorate will not be held liable for any loss incurred due to non-compliance of the stated specifications.**
- **Deadlines must be adhered to strictly. Any item delivered after the delivery date will be rejected.**
- **In the event of any doubt, please contact the ITS directorate for any clarification.**
- **PLEASE NOTE THAT IT IS COMPULSORY TO QUOTE FOR ALL THE ITEMS LISTED AS THIS IS A BASIS FOR THE ACCEPTANCE OF YOUR BID**

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## **Section VIII. Sample Forms**

### **Sample Forms**

1. Bid Form and Price Schedules.....
2. Bid Security Form .....
3. Contract Form.....
4. Bank Guarantee for Advance Payment.....
5. Authorization Form of the Registered Manufacturer/Distributor.....

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## Bid Form and Price Schedules

Date: \_\_\_\_\_

Loan N°: \_\_\_\_\_

IFB N°: \_\_\_\_\_

To: *[name and address of Purchaser]*

Gentlemen and /or Ladies,

Having examined the bidding documents, including Addenda Nos. *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver *[description of goods and services]* in conformity with the said bidding documents for the sum of *[total bid amount in words and figures]*.

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our bid is accepted, we authorize the customer to keep our .. until the last delivery of equipment.

We agree to abide by this Bid for a period of *[number]* days from the date fixed for Bid opening under Clause 22 of the Instructions to Bidders, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.

We understand that you are not bound to ... or any bid you may receive.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_  
*[Signature]*

\_\_\_\_\_  
*[in the capacity of]*

Duly authorized to sign Bid for and on behalf of: \_\_\_\_\_

---

## Price Schedule

Name of Bidder \_\_\_\_\_. IFB N° \_\_\_\_ Page \_ of \_\_\_\_.

*The financial should be in this format Client billing*

*Bids should clearly indicate Unit & Total Price, specifications, delivery and validity period. See Annex I*

S/n	Items	Quantity	Unit Cost	Total Cost	Delivery Period	Bid Validity Period	
1							
2							
3							
4	<b>TOTAL PRICE</b>						

Signature of Bidder: \_\_\_\_\_

*Note:* In case of discrepancy between unit price and total, the unit price shall prevail.

**NB: ECOWAS is a Diplomatic International Organisation exempted from duties and taxes on all goods imported on its behalf.**



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## Bid Security Form

Whereas *[name of Bidder]* (hereinafter called «the Bidder») has submitted its bid dated *[date of submission of bid]* for the supply of *[name and/or description of the goods]* (hereinafter called «the Bid»).

KNOW ALL PEOPLE by these presents that WE *[name of bank]* of *[name of country]*, having our registered office at *[name of Purchaser]* (hereinafter called «the Purchaser») in the sum of *[state the amount]* for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this day of 19\_\_\_\_.

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder, having been notified of the acceptance of its Bid by the Purchaser during the period of bid validity:
  - a) fails or refuses to execute the Contract Form, if required; or
  - b) fails or refuses to furnish the performance security, in accordance with the Instructions to Bidders;

We undertake to pay to 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 will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the conditions, specifying the occurred condition(s).

This guarantee will remain in force up to and including thirty (30) days after the period of bid validity, and any demand of the Purchaser to action it shall reach the Bank not later than the above date.

*[Signature of the Bank]*

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## Contract Form

THIS AGREEMENT MADE ON day of 20 between *[name of Purchaser]* from *[country of Purchaser]* (hereinafter called «the Purchaser») on the one hand and *[name of Supplier]* from *[town and country of Supplier]* (hereinafter called «the Supplier») on the other hand:

WHEREAS the Purchaser invited bids for certain goods and ancillary services, namely *[brief description of goods and services]* and has accepted a bid by the Supplier for the supply of those goods and services in the sum of *[contract price in words and figures]* (hereinafter called «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 Conditions of Contract referred to.

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

- (a) the Bid Form and the Price Schedule submitted by the Bidder;
- (b) the Schedule of Requirements and Delivery Schedule;
- (c) the Technical Specifications;
- (d) the General Conditions of Contract;
- (e) the Special Conditions of Contract; and
- (f) the Purchaser's Notification of Award.

3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and services and to remedy 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.

4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and 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 their respective laws the day and year first above written.

Signed, sealed and delivered in on \_\_\_\_\_ (for the Purchaser)

Signed, sealed and delivered in on \_\_\_\_\_ (for the Supplier)

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## Bank Guarantee for Advance Payment

To: *[name of Purchaser]*

*[Name of Contract]*

Gentlemen and/or Ladies,

In accordance with the payment provision included in the Special Conditions of Contract, which amends Clause 16 of the General Conditions of Contract to provide for advance payment, *[name and address of Supplier]* (hereinafter called «the Supplier») shall deposit with the Purchaser a bank to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of *[amount of guarantee in figures and words]*.

We, the *[bank or financial institution]*, as instructed by the Supplier, agree unconditionally and irrevocably to guarantee as primary obligator 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 *[amount of guarantee in figures and words]*.

We further agree that no change or addition to or other modification of the terms of the Contract to be performed thereunder or of any of the Contract documents which may be made between the Purchaser and the Supplier, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until *[date]*.

Yours truly,

Signature and seal of the Guarantors

*[Name of bank or financial institution]*

*[Address]*

*[Date]*

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**Authorization Form of the Registered  
Manufacturer/Distributor (Not applicable)**

[See Clause 13.3(a) of the Instructions to Bidders]

To : *[name of the Purchaser]*

WHEREAS *[name of the Manufacturer]* who are established and reputable manufacturers of *[name and/or description of the goods]* having factories *[address of factory]*

do hereby authorize *[name and address of Agent]* to submit a bid, and subsequently negotiate and sign the Contract with you against IFB N<sup>o</sup> *[reference of the Invitation to Bid]* for the above goods manufactured by us.

We hereby extend our full guarantee and warranty as per Clause 15 of the General Conditions of Contract for the goods offered for supply by the above firm against this Invitation for Bids.

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*[Signature for and on behalf of Manufacturer]*