



ECOWAS COMMISSION  
COMMISSION DE LA CEDEAO  
COMISSÃO DA CEDEAO

**REGIONAL OPEN INVITATION TO BID**

**Reference:**

**ARAA/CEDEAO//UEMOA/2024/AO/05**

**SUPPLY AND DELIVERY OF 5,027 METRIC TONS OF CEREALS TO THE  
REGIONAL FOOD SECURITY RESERVE**

**October 2024**

## Summary

### PART 1 – BIDDING PROCEDURES

#### Section I. Instructions to Bidders (ITB)

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

#### Section II. Bid Data Sheet (BDS)

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

#### Section III. Evaluation and Qualification Criteria

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

#### Section IV. Bidding Forms

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

#### Section V. Origin Criteria

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

### PART 2 – SUPPLY REQUIREMENTS

#### Section VI. Schedule of Supply

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

### PART 3 – CONTRACT

#### Section VII. General Conditions of Contract (GCC)

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

#### Section VIII. Special Conditions of Contract (SCC)

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

#### Section IX. Contract Forms

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

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

---

**Table of Contents**

**PART 1 – Bidding Procedures..... 4**

Section I. Instructions to Bidders ..... 5

Section II. Bid Data Sheet..... 24

Section III. Evaluation and Qualification Criteria ..... 28

Section IV. Bidding Forms ..... 33

Section V. Origin Criteria ..... **Error! Bookmark not defined.**

**PART 2 – Supply Requirements .....45**

Section VI. Schedule of Supply ..... 49

**PART 3 - Contract.....51**

Section VII. General Conditions of Contract ..... 52

Section VIII. Special Conditions of Contract..... 75

Section IX. Contract Forms ..... 79

**PART 1 – Bidding Procedures**

---

## Section I. Instructions to Bidders

### Table of Clauses

<b>A.</b>	<b>General.....</b>	<b>7</b>
1.	Scope of Bid .....	7
2.	Source of Funds.....	7
3.	Fraud and Corruption .....	7
4.	Eligible Bidders .....	8
5.	Eligible Goods and Related Services .....	8
<b>B.</b>	<b>Contents of Bidding Documents.....</b>	<b>9</b>
6.	Sections of Bidding Documents .....	9
7.	Clarification of Bidding Documents .....	10
8.	Amendment of Bidding Documents .....	10
<b>C.</b>	<b>Preparation of Bids .....</b>	<b>10</b>
9.	Cost of Bidding .....	10
10.	Language of Bid .....	11
11.	Documents Comprising the Bid .....	11
12.	Bid Submission Sheet and Price Schedules .....	11
13.	Alternative Bids .....	12
14.	Bid Prices and Discounts .....	12
15.	Currencies of Bid .....	13
16.	Documents Establishing the Eligibility of the Bidder .....	14
17.	Documents Establishing the Eligibility of Goods and Related Services .....	14
18.	Documents Establishing the Conformity of the Goods and Related Services to the Bidding Documents .....	15
19.	Documents Establishing the Qualifications of the Bidder.....	15
20.	Period of Validity of Bids .....	15
21.	Bid Security.....	15
22.	Format and Signing of Bid .....	16
<b>D.</b>	<b>Submission and Opening of Bids.....</b>	<b>16</b>
23.	Sealing and Marking of Bids .....	16
24.	Deadline for Submission of Bids.....	17
25.	Late Bids.....	17
26.	Withdrawal, Substitution, and Modification of Bids .....	17
27.	Bid Opening .....	17
<b>E.</b>	<b>Evaluation and Comparison of Bids.....</b>	<b>19</b>
28.	Confidentiality .....	22
29.	Clarification of Bids .....	19
30.	Responsiveness of Bids .....	19
31.	Nonconformities, Errors, and Omissions .....	19
32.	Preliminary Examination of Bids .....	20
33.	Examination of Terms and Conditions; Technical Evaluation .....	20
34.	Conversion to Single Currency.....	21
35.	Margin of Preference .....	21

36.	Evaluation of Bids .....	21
37.	Comparison of Bids .....	22
38.	Postqualification of the Bidder .....	22
39.	Purchaser's Right to Accept, Reject Any or All Bids.....	22
<b>F.</b>	<b>Award of Contract.....</b>	<b>22</b>
40.	Award Criteria .....	22
41.	Purchaser's Right to Vary Quantities at Time of Award .....	22
42.	Notification of Award .....	22
43.	Signing of Contract .....	22
44.	Performance Security.....	23

---

## Section I. Instructions to Bidders

### A. General

1. **Scope of Bid**
  - 1.1 In support of the Invitation for Bids indicated in the Bid Data Sheet (BDS), the Purchaser, as indicated in the BDS, issues these Bidding Documents for the supply of Goods and Related Services incidental thereto as specified in Section VI, Schedule of Supply. The name, identification, and number of lots of the International Competitive Bidding (ICB) are provided in the BDS.
  - 1.2 Throughout these Bidding Documents:
    - a) The term “in writing” means communicated in written form with proof of receipt.
    - b) if the context so requires, singular means plural and vice versa; and
    - c) “day” means calendar day.
2. **Source of Funds**
  - 2.1 The ECOWAS Institution (hereinafter called “Institution”) indicated in the BDS has allocated funds for, applied for or received financing (hereinafter called “funds”) from the [insert name of financing institution] (hereinafter called “the Development Partner”) toward the cost of the project named in the BDS. The Institution intends to apply a portion of the funds to eligible payments under the contract for which these Bidding Documents are issued.
  - 2.2 Payments by the Institution and/ or the Development Partner will be made only upon approval by the Institution or the Development Partner in accordance with the terms and conditions of the financing agreement between the Institution and the Development Partner (hereinafter called the Grant Agreement) and will be subject in all respects to the terms and conditions of that Grant Agreement. No party other than the Institution shall derive any rights from the Grant Agreement or have any claim to the funds.
3. **Fraud and Corruption**
  - 3.1 ECOWAS’s policy is to require bidders/suppliers/contractors/concessionaires under Development Partner-financed projects, programs and studies, to observe the highest standards of ethics during the procurement.
  - 3.2 ECOWAS defines, for the purposes of these provisions, the terms set forth below as follows:
    - (a) “corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution, and includes, inter alia, bribery and extortion or coercion which involve threats of injury to person, property or reputation; and
    - (b) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Purchaser, and includes collusive practices among bidders or between bidders and the Purchaser (prior to or after the bid submission) designed to establish bid prices at artificial, non-competitive levels and to prevent Purchasers from benefiting from free and open competition.
  - 3.3 ECOWAS will, following its own investigation and determination in

accordance with its procedures:

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

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

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

#### **4. Eligible Bidders**

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

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

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

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

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

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

#### **5. Eligible Goods and Related Services**

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

5.2 The term “country of origin” means the country where the goods have been mined, grown, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially

---

recognized article results that differs substantially in its basic characteristics from its imported components.

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

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

#### **B. Contents of Bidding Document**

### **6. Sections of Bidding Document**

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

**PART 1 Bidding Procedures**

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

**PART 2 Supply Requirements**

- Section VI. Schedule of Supply

**PART 3 Contract**

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

- 6.2 The Invitation for Bids issued by the Purchaser is not part of the Bidding Documents.
- 6.3 The Purchaser is not responsible for the completeness of the Bidding Documents and their addenda, if they were not obtained directly from the Purchaser.
- 6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents. Failure to furnish all information or documentation required by the Bidding Documents may result in the rejection of the bid.

**7. Clarification of Bidding Documents**

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

**8. Amendment of Bidding Documents**

- 8.1 At any time prior to the deadline for submission of bids, the Purchaser may amend the Bidding Documents by issuing addenda.
- 8.2 Any addendum issued shall be part of the Bidding Documents and shall be communicated in writing to all who have obtained the Bidding Documents directly from the Purchaser.
- 8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Purchaser may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB Sub-Clause 24.2.

**C. Preparation of Bids**

**9. Cost of Bidding**

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

- 
- 10. Language of Bid**      10.1 The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in one of the official languages of ECOWAS. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in one of the official languages of ECOWAS, in which case, for purposes of interpretation of the Bid, such translation shall govern.
- 11. Documents Comprising the Bid**      11.1 The Bid shall comprise the following:
- Bid Submission Sheet and the applicable Price Schedules in accordance with ITB Clauses 12, 14, and 15.
  - Bid Security, in accordance with ITB Clause 21.
  - alternative bids, if permissible, in accordance with ITB Clause 13.
  - written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB Clause 22.
  - documentary evidence in accordance with ITB Clause 16 establishing the Bidder's eligibility to bid.
  - documentary evidence in accordance with ITB Clause 17, that the Goods and Related Services to be supplied by the Bidder are of eligible origin.
  - documentary evidence in accordance with ITB Clauses 18 and 30, that the Goods and Related Services conform to the Bidding Documents.
  - documentary evidence in accordance with ITB Clause 19 establishing the Bidder's qualifications to perform the contract if its Bid is accepted; and
  - any other document required in the BDS
- 12. Bid Submission Sheet and Price Schedules**      12.1 The Bidder shall submit the Bid Submission Sheet using the form furnished in Section IV, Bidding Forms. This form must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested, which includes:
- the Bidding Document and the number of each addendum received.
  - a brief description of the Goods and Related Services offered.
  - the total Bid price.
  - any discounts offered and the methodology for their application.
  - the period of validity of the Bid.
  - a commitment to submit a performance security and the amount;
  - declaration of nationality of the Bidder.
  - declaration that the Bidder, including all parties comprising the Bidder, is not participating, as a Bidder, in more than one bid in this bidding process; except for alternative bids in accordance with ITB Clause 13.
  - confirmation that the Bidder has not been declared ineligible by ECOWAS or the Development Partner;
  - declaration on gratuities and commissions; and
  - authorized signature.
- 12.2 The Bidder shall submit the Price Schedules for Goods and Related Services, according to their origin as appropriate, using the forms furnished in Section IV, Bidding Forms. The Price Schedule Forms shall indicate, as appropriate:
- the item number.
  - a brief description of the Goods or Related Services to be supplied.

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

**13. Alternative Bids**

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

**14. Bid Prices and Discounts**

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

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

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

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

14.5 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.

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

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

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

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

b. on the previously imported goods of

---

foreign origin quoted ex warehouse,  
ex showroom, or off-the-shelf.

- (ii) any sales taxes and other taxes which will be payable on the goods in one of the member countries of ECOWAS if the contract is awarded.
- (iii) the price for inland transportation, insurance, and other local costs incidental to delivery of the goods to their final destination, if specified in the Bid Data Sheet; and
- (iv) the price of other (incidental) services, if any, listed in the Bid Data Sheet.

b) For goods from abroad:

- (i) The price of the goods shall be quoted CIF named port of destination, or CIP border point, or CIP named place of destination, in one of the member countries of ECOWAS, as specified in the Bid Data Sheet. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible countries. Similarly, the Bidder may obtain insurance services from any eligible source country.
- (ii) the price of the goods quoted FOB port of shipment (or FCA, as the case may be), if specified in the Bid Data Sheet.
- (iii) the price of goods quoted CFR port of destination (or CPT as the case may be), if specified in the Bid Data Sheet.
- (iv) the price for inland transportation, insurance, and other local costs incidental to delivery of the goods from the port of entry to their final destination, if specified in the Bid Data Sheet.
- (v) the price of (incidental) services, if any, listed in the Bid Data Sheet.

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

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

## 15. Currencies of Bid

15.1 Bid Prices shall be quoted in the following currencies:

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

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

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

**16. Documents  
Establishing the  
Eligibility of the  
Bidder**

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

**17. Documents  
Establishing the  
Eligibility of Goods  
and Related  
Services**

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

- 
- 18. Documents Establishing the Conformity of the Goods and Related Services to the Bidding Documents**
- 18.1 To establish the conformity of the Goods and Related Services to the Bidding Documents, the Bidder shall furnish as part of its bid the documentary evidence specified in Section VI, Schedule of Supply.
- 18.2 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to those requirements, and if applicable, a statement of deviations and exceptions to the provisions of the Schedule of Supply
- 18.3 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in the Schedule of Supply, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Purchaser's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Schedule of Supply.
- 19. Documents Establishing the Qualifications of the Bidder**
- 19.1 To establish its qualifications to perform the Contract, the Bidder shall submit the evidence indicated for each qualification criterion specified in Section III, Evaluation and Qualification Criteria.
- 20. Period of Validity of Bids**
- 20.1 Bids shall remain valid for the period specified in the BDS after the bid submission deadline prescribed by the Purchaser. A bid valid for a shorter period shall be rejected by the Purchaser as nonresponsive.
- 20.2 In exceptional circumstances, prior to expiry of the bid validity period, the Purchaser may request Bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a bid security is requested in accordance with ITB Clause 21, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request shall not be required or permitted to modify its bid, except as provided in ITB Sub-Clause 20.3.
- 20.3 In the case of fixed price contracts, if the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial bid validity, the Contract price shall be adjusted by a factor specified in the request for extension. Bid evaluation shall be based on the Bid Price without taking into consideration the above correction.
- 21. Bid Security**
- 21.1 Unless otherwise specified in the BDS, the Bidder shall furnish as part of its bid, a bid security in original form and in the amount and currency specified in the BDS.
- 21.2 The bid security shall be, at the Bidder's option, in any of the following forms:
- a demand guarantee.
  - an irrevocable letter of credit.
  - a cashier's or certified check.
- all from a reputable *source* from an eligible country. The bid security shall be submitted either using the Bid Security Form included in Section IV, Bidding Forms, or in another substantially similar format. In either case, the form must include the complete name of the Bidder. The bid security shall be valid for twenty-eight days (28) beyond the end of the validity period of the bid. This shall also apply if the period for bid validity is extended.
- 21.3 Any bid not accompanied by a substantially responsive bid security, if

one is required in accordance with ITB Sub-Clause 21.1, shall be rejected by the Purchaser as nonresponsive.

- 21.4 The bid security of unsuccessful Bidders shall be returned as promptly as possible and, in any case, not later than seven (7) days after the successful Bidder's furnishing of the performance security pursuant to ITB Clause 44.
- 21.5 The bid security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required performance security.
- 21.6 The bid security may be forfeited:
  - if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Submission Sheet, except as provided in ITB Sub-Clause 20.2; or
  - if the successful Bidder fails to:
    - (i) sign the Contract in accordance with ITB Clause 43.
    - (ii) furnish a performance security in accordance with ITB Clause 44; or
    - (iii) accept the correction of its Bid Price pursuant to ITB Sub-Clause 31.5.

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

- 22.1 The Bidder shall prepare one original of the documents comprising the bid as described in ITB Clause 11 and clearly mark it "ORIGINAL." In addition, the Bidder shall submit copies of the bid, in the number specified in the BDS and clearly mark them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.
- 22.2 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of written confirmation as specified in the BDS and shall be attached to the bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the bid, except for unamended printed literature, shall be signed or initialed by the person signing the bid.
- 22.3 Any interlineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the bid.

## **D. Submission and Opening of Bids**

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

- 23.1 The Bidder shall enclose the original and each copy of the bid, including alternative bids, if permitted in accordance with ITB Clause 13, in separate sealed envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." These envelopes containing the original and the copies shall then be enclosed in one single envelope.
- 23.2 The inner and outer envelopes shall:
  - be addressed to the Purchaser in accordance with ITB Sub-Clause 24.1.
  - bear the Project name indicated in the Bid Data Sheet, the Invitation for Bids (IFB) title and number indicated in the Bid Data Sheet
- 23.3 The inner envelopes shall also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared "late" pursuant to ITB Clause 25.1.
- 23.4 If all envelopes are not sealed and marked as required, the Purchaser shall assume no responsibility for the misplacement or premature opening

---

of the bid.

- 24. Deadline for Submission of Bids**
- 24.1 Bids must be received by the Purchaser at the address and no later than the date and time indicated in the BDS.
- 24.2 The Purchaser may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB Clause 8, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.
- 25. Late Bids**
- 25.1 The Purchaser shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB Clause 24. Any bid received by the Purchaser after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.
- 26. Withdrawal, Substitution, and Modification of Bids**
- 26.1 A Bidder may withdraw, substitute, or modify its bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB Sub-Clause 22.2, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:  
Submitted in accordance with ITB Clauses 22 and 23 (except that withdrawals notices do not require copies), and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," "MODIFICATION;" and Received by the Purchaser prior to the deadline prescribed for submission of bids, in accordance with ITB Clause 24
- 26.2 Bids requested to be withdrawn in accordance with ITB Sub-Clause 26.1 shall be returned unopened to the Bidders.
- 26.3 No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and expiry of the period of bid validity specified by the Bidder on the Bid Submission Sheet or any extension thereof.
- 27. Bid Opening**
- 27.1 The Purchaser shall conduct the bid opening in the presence of Bidders` designated representatives who choose to attend, and at the address, date and time specified in the BDS.
- 27.2 First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding bid shall not be opened but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening. Next, envelopes marked "SUBSTITUTION" shall be opened and read out and exchanged with the corresponding bid being substituted, and the substituted bid shall not be opened, but returned to the Bidder. No bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at bid opening. Envelopes marked "MODIFICATION" shall be opened and read out with the corresponding bid. No bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at bid opening. Only envelopes that are opened and read out at bid opening shall be considered further.
- 27.3 All other envelopes shall be opened one at a time, reading out: the name of

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

---

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

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

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

#### **28. Clarification of Bids**

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

#### **29. Responsiveness of Bids**

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

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

Affects in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or  
Limits in any substantial way, inconsistent with the Bidding Documents, the Purchaser's rights or the Bidder's obligations under the Contract; or

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

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

#### **30. Non conformi-ties, Errors, and Omissions**

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

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

- 30.3 Provided that a bid is substantially responsive, the Purchaser shall rectify nonmaterial nonconformities or omissions. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of the missing or non-conforming item or component. The adjustment shall be made using the method indicated in the BDS.
- 30.4 Provided that the bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis:
- (a) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
  - (b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail, and the total shall be corrected; and
  - © If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.
- 30.5 If the Bidder that submitted the lowest evaluated bid does not accept the correction of errors, its bid shall be disqualified, and its bid security may be forfeited.

**31. Preliminary Examination of Bids**

- 31.1 The Purchaser shall examine the bids to confirm that all documents and technical documentation requested in ITB Clause 11 have been provided, and to determine the completeness of each document submitted.
- 31.2 The Purchaser shall confirm that the following documents and information have been provided in the Bid. If any of these documents or information is missing, the offer shall be rejected.  
Bid Submission Sheet, including:
- (i) A brief description of the Goods and Related Services offered; and
  - (ii) the price of the Bid.
  - (iii) the period of validity of the Bid;
  - (iv) Price Schedules.
  - (v) Written confirmation of authorization to commit Bidder; and,
  - (vi) Bid Security, if applicable.

**32. Examination of Terms and Conditions; Technical Evaluation**

- 32.1 The Purchaser shall examine the bid to confirm that all terms and conditions specified in the GCC, and the SCC have been accepted by the Bidder without any material deviation or reservation.
- 32.2 The Purchaser shall evaluate the technical aspects of the bid submitted in accordance with ITB Clause 18, to confirm that all requirements specified in Section VI, Schedule of Supply of the Bidding Documents, have been met without any material deviation or reservation.

- 
- 32.3 If, after the examination of the terms and conditions and the technical evaluation, the Purchaser determines that the bid is not substantially responsive in accordance with ITB Clause 30, it shall reject the bid.
- 33. Conversion to Single Currency** 33.1 For evaluation and comparison purposes, the Purchaser shall convert all bid prices expressed in the amounts in various currencies into a single currency, using the selling exchange rate established by the source and on the date specified in the BDS.
- 34. Margin of Preference** 34.1 Unless otherwise specified in the BDS, a margin of preference shall not apply.
- 35. Evaluation of Bids** 35.1 The Purchaser shall evaluate each bid that has been determined, up to this stage of the evaluation, to be substantially responsive.
- 35.2 To evaluate a bid, the Purchaser shall only use all the criteria and methodologies defined in this Clause and in Section III, Evaluation and Qualification Criteria. No other criteria or methodology shall be permitted.
- 35.3 To evaluate a bid, the Purchaser shall consider the following:
- the bid price.
  - price adjustment for correction of arithmetic errors in accordance with ITB Sub-Clause 31.4.
  - price adjustment due to discounts offered in accordance with ITB Sub-Clause 14.3;
  - adjustment for nonconformities and omissions in accordance with ITB Sub-Clause 31.3.
  - application of all the evaluation factors indicated in Section III, Evaluation and Qualification Criteria; and
  - adjustments due to the application of a margin of preference, in accordance with ITB Clause 35.
- 35.4 In the calculation of the evaluated cost of bids, the Purchaser shall exclude and not consider:
- (a) in the case of goods manufactured in one of the member countries of ECOWAS or goods of foreign origin already located in one of those countries, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the Bidder.
  - (b) in the case of goods of foreign origin offered from abroad, customs duties and other similar import taxes which will be payable on the goods if the contract is awarded to the Bidder; and
  - (c) any allowance for price adjustment during the period of execution of the Contract, if provided in the bid.
- 35.5 The Purchaser's cost evaluation of a bid may require the consideration of other factors, in addition to the Bid Price quoted in accordance with ITB Clause 14. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The factors selected, if any, shall be expressed in monetary terms to facilitate comparison of bids, unless otherwise specified in Section III, Evaluation and Qualification Criteria. The factors to be used and the methodology of application shall be indicated in Section III, Evaluation and Qualification Criteria.
- 35.6 If these Bidding Documents allow Bidders to quote separate prices for

different lots, and the award to a single Bidder of multiple lots, the methodology of evaluation to determine the lowest evaluated lot combinations, including any discounts offered in the Bid Submission Sheet, is specified in the BDS.

- 36. Comparison of Bids** 36.1 The Purchaser shall compare all substantially responsive bids to determine the lowest evaluated bid, in accordance with ITB Sub-Clause 14.6.
- 37. Post Qualification of the Bidder** 37.1 The Purchaser shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive bid is qualified to perform the Contract satisfactorily.
- 37.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 19, to clarifications in accordance with ITB Clause 29 and the qualification criteria indicated in Section III, Evaluation and Qualification Criteria. Factors not included in Section III shall not be used in the evaluation of the Bidder's qualification.
- 37.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event the Purchaser shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.
- 38. Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids** 38.1 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 Bidders.

#### **F. Award of Contract**

- 39. Award Criteria** 39.1 The Purchaser shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.
- 40. Purchaser's Right to Vary Quantities at Time of Award** 40.1 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section VI, Schedule of Supply, provided this does not exceed the percentages indicated in the BDS, and without any change in the unit prices or other terms and conditions of the bid and the Bidding Documents.
- 41. Notification of Award** 41.1 Prior to expiry of the period of bid validity, the Purchaser shall notify the successful Bidder, in writing, that its bid has been accepted. At the same time, the Purchaser shall also notify all other Bidders of the results of the bidding.
- 41.2 Until a formal contract is prepared and executed, the notification of award shall constitute a binding Contract.
- 42. Signing of Contract** 42.1 Promptly after notification, the Purchaser shall send the successful Bidder the Agreement and the Special Conditions of Contract.
- 42.2 Within twenty-eight (28) days of receipt of the Agreement, the successful Bidder shall sign, date, and return it to the Purchaser.

---

**43. Performance  
Security**

- 43.1 Within twenty-eight (28) days of receipt of notification of award from the Purchaser, the successful Bidder shall furnish the performance security in accordance with the GCC, using for that purpose the Performance Security Form included in Section IX, Contract Forms, or another form acceptable to the Purchaser.
- 43.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for annulment of the award and forfeiture of the bid security. In that event, the Purchaser may award the Contract to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily.

## Section II. Bid Data Sheet

## A. Introduction

ITB 1.1	The number of the Invitation for Bids is: <b>ARAA/CEDEAO/UEMOA/2024/AO/05</b>																																																														
ITB 1.1	The Purchaser is: <b>ECOWAS Commission through the Regional Agency for Agriculture and Food (RAAF)</b>																																																														
ITB 1.1	<p>The name of the ICB is <b>Supply and delivery of 5,027Metric tons of cereals to the Regional Food Security Reserve, consisting of 4 lots identified below:</b></p> <p>The identification number of the ICB is: <b>ARAA/CEDEAO/UEMOA/2024/AO/05</b></p> <p>The number and identification of lots comprising this ICB is:</p> <table border="1"> <thead> <tr> <th>Lots</th> <th>Product</th> <th>Quantity (metric ton)</th> <th>Country of Delivery</th> <th>City of delivery</th> </tr> </thead> <tbody> <tr> <td rowspan="2">1</td> <td>White maize</td> <td>503</td> <td>Niger</td> <td>Birni Nkonni</td> </tr> <tr> <td>White sorghum</td> <td>327</td> <td>Niger</td> <td>Maradi</td> </tr> <tr> <td rowspan="2">2</td> <td>White sorghum</td> <td>500</td> <td>Niger</td> <td>Dosso</td> </tr> <tr> <td>Millet</td> <td>1 184</td> <td>Niger</td> <td>Dosso</td> </tr> <tr> <td rowspan="3">3</td> <td>White maie</td> <td>433</td> <td>Burkina Faso</td> <td>Dédougou</td> </tr> <tr> <td>White sorghum</td> <td>433</td> <td>Burkina Faso</td> <td>Dédougou</td> </tr> <tr> <td>White rice</td> <td>141</td> <td>Burkina Faso</td> <td>Koudougou</td> </tr> <tr> <td rowspan="3">4</td> <td>White maize</td> <td>433</td> <td>Mali</td> <td>Koutiala</td> </tr> <tr> <td>Millet</td> <td>433</td> <td>Mali</td> <td>Koutiala</td> </tr> <tr> <td>White rice</td> <td>140</td> <td>Mali</td> <td>Sikasso</td> </tr> <tr> <td rowspan="3">5</td> <td>White maize</td> <td>100</td> <td>Sénégal</td> <td>Kahone</td> </tr> <tr> <td>Millet</td> <td>250</td> <td>Sénégal</td> <td>Kahone</td> </tr> <tr> <td>White rice</td> <td>150</td> <td>Sénégal</td> <td>Kahone</td> </tr> </tbody> </table> <p><b>Nota Bene:</b></p> <ul style="list-style-type: none"> <li>Award will be made by lot. A bidder may bid for one or more lots. However, the award will be made according to the technical and financial capacities of the tenderer as defined in Section III.</li> </ul> <p>The minimum delivery time is <b>thirty (30) days, and the maximum time is forty-five (45) days.</b></p> <p>The bidder must therefore propose its delivery time in the appropriate form (see Section VI. Quantity schedule and delivery schedules). The delivery time will be counted from the date of issuance of a delivery order to the supplier by ARAA. The date of the order is set at the discretion of the ARAA based on the fulfilment of the prerequisites for the receipt of the supplies (storage space, bag validation).</p>	Lots	Product	Quantity (metric ton)	Country of Delivery	City of delivery	1	White maize	503	Niger	Birni Nkonni	White sorghum	327	Niger	Maradi	2	White sorghum	500	Niger	Dosso	Millet	1 184	Niger	Dosso	3	White maie	433	Burkina Faso	Dédougou	White sorghum	433	Burkina Faso	Dédougou	White rice	141	Burkina Faso	Koudougou	4	White maize	433	Mali	Koutiala	Millet	433	Mali	Koutiala	White rice	140	Mali	Sikasso	5	White maize	100	Sénégal	Kahone	Millet	250	Sénégal	Kahone	White rice	150	Sénégal	Kahone
Lots	Product	Quantity (metric ton)	Country of Delivery	City of delivery																																																											
1	White maize	503	Niger	Birni Nkonni																																																											
	White sorghum	327	Niger	Maradi																																																											
2	White sorghum	500	Niger	Dosso																																																											
	Millet	1 184	Niger	Dosso																																																											
3	White maie	433	Burkina Faso	Dédougou																																																											
	White sorghum	433	Burkina Faso	Dédougou																																																											
	White rice	141	Burkina Faso	Koudougou																																																											
4	White maize	433	Mali	Koutiala																																																											
	Millet	433	Mali	Koutiala																																																											
	White rice	140	Mali	Sikasso																																																											
5	White maize	100	Sénégal	Kahone																																																											
	Millet	250	Sénégal	Kahone																																																											
	White rice	150	Sénégal	Kahone																																																											
ITB 2.1	The ECOWAS Institution is: <b>Regional Agency for Agriculture and Food (RAAF) on behalf of the ECOWAS Commission.</b>																																																														
ITB 2.1	The name of the Project is: <b>Supply and delivery of 5,026.91 metric tons of cereals to the Regional Food Security Reserve.</b>																																																														
ITB 4.1	<b>In pursuance of Community human and financial capacity development in ECOWAS, foreign firms that do not enter into joint venture agreement with Member States' firms shall not be</b>																																																														

	<b>eligible to participate in a tender process where the contract is wholly financed by Community Funds.</b>
<b>IS 5.5</b>	Non applicable
<b>B. Bidding Documents</b>	
<b>ITB 7.1</b>	For <b>clarification purposes</b> only, the Purchaser's address is:  Regional Agency for Agriculture and Food (RAAF), CRBC Building, 4th and 5th Floor, place of reconciliation, Atchante District, UA Lome-Togo city. <b>E-mail:</b> <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:mzongo@araa.org">mzongo@araa.org</a> ; <a href="mailto:procurement@araa.org">procurement@araa.org</a> ; <a href="mailto:ctienon@araa.org">ctienon@araa.org</a> ; <a href="mailto:ikkamara@ecowas.int">ikkamara@ecowas.int</a>
<b>C. Preparation of Bids</b>	
<b>ITB 10.1</b>	The language of the bid is: <b>English or French</b>
<b>ITB 11.1 (i)</b>	The Bidder must attach to its bid the Administrative Documents below, which will determine the acceptance or rejection of its bid prior to the technical and financial evaluation phase: <ul style="list-style-type: none"> <li>• Be a duly registered company in its country of origin and provide proof thereof (Certificate issued by the relevant Body or Institutions). Foreign Companies are also requested to provide proof of partnership with ECOWAS National Company (ies) in line with Clause 4.1.</li> <li>• Submission form duly signed by the company's authorized signatory.</li> <li>• Not be in cessation of activity (bankruptcy), The bidder <b>MUST</b> present a certificate of non-bankruptcy or a declaration on the honor of non-bankruptcy.</li> <li>• Provide the relevant bid Security (<b>Bank Guarantee: original copy</b>);</li> <li>• Present the Tax Regularity Certificate valid at the submission deadline.</li> <li>• Present financial statements certified by a chartered accountant for the three (3) years: 2021; 2022 and 2023).</li> </ul> <p><b>NB: The bidder must ensure the completeness of the documents provided. A lack of documentation could result in the rejection of the offer at the Buyer's determination.</b></p>
<b>ITB 13.1</b>	Alternative bids are not allowed
<b>ITB 14.5</b>	The Incoterms edition is <b>Incoterms 2020</b> of the International Chamber of Commerce (ICC)
<b>ITB 14.6 (a) (i)</b>	For Goods and Related Services, the Bidder shall quote prices using the following Incoterms: DDP: Deliver Duty Paid Buyer's warehouse + unloading in the Buyer's warehouses (this is a delivery to the Buyer's store tiles). This assumes that the supplier is in charge of all risks and takes care of the transport and related costs from his factory or site of operations to the delivery site indicated by the Buyer and of the costs of unloading the trucks to the pallets in the Buyer's warehouse. Therefore, the supplier must include in its price, among other things, the costs of transport to the Purchaser's warehouses and of unloading in the Purchaser's warehouses. <p><b>The products covered by this purchase are agricultural products from the ECOWAS region. Under the ECOWAS texts on free movement, they are not subject to customs duties, VAT, statistical tax and community levy.</b></p> <p><b>Therefore, all bidders must quote their bids excluding taxes (HT), i.e., without the costs of customs duties and mentioned taxes.</b></p>
<b>ITB 14.7</b>	The prices quoted by the Bidder shall be firm and non-revisable The prices quoted by the Bidder <b>shall not be</b> adjustable. <b>Bidders MUST submit bids in one of the ECOWAS member countries currency or in US dollars or in the currency of the bidder's choice</b>

ITB 15.1 (a)	<p>For Goods and Related Services originating in one of the member countries of ECOWAS, the currency of the bid shall be the currency of one of the ECOWAS member countries, or in the currency of the bidder's choice.</p> <p>For comparison purposes, bids will be converted into <b>US dollars (USD)</b>.</p> <p>Bid prices expressed in different currencies shall be converted in: <b>US Dollars (USD)</b></p> <p>The source of exchange rate shall be: Monthly Exchange rates established by the ECOWAS Bank for Investment and Development (EBID).</p> <p>The date of exchange rates is : <b>15th day before the closing date for submission of Bids; the submission deadline being included.</b></p>												
ITB 20.1	The bid validity period shall be <b>180 days</b> .												
ITB 21.1	<p>A bid security ( original bank guarantee) is required as follows:</p> <table border="1" data-bbox="730 752 1136 994"> <thead> <tr> <th>Lots</th> <th>Amount in XOF</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>5 000 000</td> </tr> <tr> <td>2</td> <td>10 000 000</td> </tr> <tr> <td>3</td> <td>7000 000</td> </tr> <tr> <td>4</td> <td>7 000 000</td> </tr> <tr> <td>5</td> <td>4 000 000</td> </tr> </tbody> </table>	Lots	Amount in XOF	1	5 000 000	2	10 000 000	3	7000 000	4	7 000 000	5	4 000 000
Lots	Amount in XOF												
1	5 000 000												
2	10 000 000												
3	7000 000												
4	7 000 000												
5	4 000 000												
ITB 21.2	<p><b>Bid Security (Original Bank Guarantee):</b> It must be issued by <u>a Bank</u>; if the Bank issuing the bid security is located outside the 15 ECOWAS Member States, it must have a corresponding Financial Institution located in one of the ECOWAS Member States to make it enforceable.</p> <p><b>Any other form of guarantee will not be accepted.</b></p>												
<b>D. Submission and Opening of Bids</b>													
ITB 22.1	In addition to the original of the bid, the number of copies is: <b>three (3) and an electronic copy (PDF and Excel version for price schedules) on a USB key provided at the same time as the physical offer.</b>												
ITB 22.2	The written confirmation of authorization to sign on behalf of the Bidder shall consist of <b>a power from the competent authority established in the name of the signatory of the Bid</b>												
ITB 23.2 (c)	<b>ICB N°: ARAA/CEDEAO/UEMOA/2024/AO/05-Supply and delivery of 5,027 Metric tons of cereals to the regional food security reserve.</b>												
ITB 24.1	<p>For <b>bid submission purposes</b> only, the Purchaser's address is:</p> <p><b>Regional Agency for Agriculture and Food (RAAF), CRBC Building, 4th and 5th Floor, place of reconciliation, Atchante District, UA Lome-Togo city.</b></p> <p><b>The closing date and time for submission of bids are as follows:</b>  Date: <b>November 28<sup>th</sup>, 2024</b>  Time: <b>11:00 am, Togo Time, (GMT)</b></p>												
ITB 27.1	The bid opening shall take place at:												

	<p><b>Regional Agency for Agriculture and Food (RAAF), CRBC Building, 4th and 5th Floor, place of reconciliation, Atchante District, UA Lome-Togo city</b></p> <p><b>The Opening Date is as follows:</b></p> <p><b>Date: November 28<sup>th</sup>, 2024</b>  <b>Time: 11:30 a.m, (GMT)</b>  <b>Place: Meeting Room, 5<sup>th</sup> Floor</b></p>
<b>E. Evaluation, and Comparison of Bids</b>	
<b>ITB 34.1</b>	<p>The currency that shall be used for bid evaluation and comparison purposes to convert all bid prices expressed in various currencies into a single currency is <b>US dollars</b></p> <p>The source of exchange rate shall be: Monthly Exchange rates established by the ECOWAS Bank for Investment and Development (EBID).</p> <p>The date of exchange rates is <b>15th day before the closing date for submission of Bids; the submission deadline being included.</b></p>
<b>ITB 35.1</b>	Not applicable
<b>ITB 36.6</b>	If these Bidding Documents permit bidders to quote prices for different lots separately and permit multiple lots to be awarded to the same bidder, the evaluation method for determining the lowest bid for a package of lots, considering any discounts offered in the Bid Form, will be specified in the Bid Data Sheet.
<b>F. Award of Contract</b>	
<b>ITB 41.1</b>	<p>The Purchaser will award the Contract to the Bidder whose bid has been evaluated as the lowest evaluated bid and found to be substantially compliant with the Bidding Documents, provided that the Bidder is also found to be qualified to perform the Contract satisfactorily.</p> <p>Quantities may be increased by a percentage of <b>20%</b>  Quantities may be reduced by a percentage of <b>20%</b></p>

## Section III. Evaluation and Qualification Criteria

<i>Item</i>	Requirement					Documentation Required
	Criteria	Bidder				
		Single entity	Joint venture			
		All Parties Combined	Each Member	One Member		
	<b>1. Eligibility</b>					
	<b>Compliance Specification</b>					Documentation Required
	Criteria	Bidder				
		Single entity	Grouping of companies			
		All Parties Combined	Each Member	One Member		
<b>1.1 Nationality</b>	In accordance with Article 4.2 of the ITB	Must meet the criterion	Must meet the criterion	Must meet the criterion	Not applicable	Forms ELI -1.1 and 1.2, with attachments
<b>1.2 Conflict of interest</b>	No conflict of interest according to ITB Article 4.3.	Must meet the criterion	Must meet the criterion	Must meet the criterion	Not applicable	Submission Form
<b>1.4 Public company</b>	In accordance with ITB Article 4.5	Must meet the criterion	Must meet the criterion	Must meet the criterion	Not applicable	Forms ELI -1.1 and 1.2, with attachments
	<b>2. History of non-performance</b>					
<b>2.1 History of contract inexecution</b>	No default by the Bidder on any contract during the past 5 (five) years. No default by the Bidder on any contract during the past 5 (five) years <sup>1</sup> .	Must meet the criterion <sup>20</sup> .	Must meet the criterion	Must meet the criterion <sup>2</sup> .	Not applicable	Form ANT - 2
<b>2.2 Exclusion in connection with the implementation of a Bid Security Statement or the withdrawal of the Offer during its period of validity</b>	Not being subject to exclusion within the framework of the implementation of a Bid Guarantee Declaration in accordance with article 4.4 of the ITBs or the withdrawal of a Bid in accordance with article 21.6 of the ITBs.	Must meet the criterion	Must meet the criterion	Must meet the criterion	Not applicable	Submission Form

<sup>1</sup> A contract shall be considered to be in default of performance by the Purchaser when the default has not been contested by the Contractor, including by recourse to the dispute resolution mechanism provided for in the contract in question, or when it has been contested by the Contractor but has been fully settled against the Contractor. Failure to perform does not include the case of disputed contracts for which the Purchaser was unsuccessful in the course of dispute settlement.

<sup>2</sup> This criterion also applies to contracts performed by the Bidder as a member of a Consortium.

<i>Item</i>	Requirement					Documentation Required
	Criteria	Bidder				
		Single entity	Joint venture			One Member
		All Parties Combined	Each Member			
<b>2.3 Litigation in progress</b>	The current solvency and long-term profitability of the Bidder as assessed in criterion 3.1 below remain acceptable even in the event that all the pending disputes are settled against the Bidder.	Must meet the criterion.	Not applicable	Must meet the criterion.	Not applicable	Form CON - 2
<b>3. Financial Position and Performance</b>						
<b>3.1 Financial Capacity</b>	Shall submit Certified Audited Financial Statement for the following years 2021, 2022 et 2023 The Audited financial statement SHALL be duly signed by the Auditor with indication of the contact and address of the Audit Firm for purpose of verification if necessary. <u>NB:</u> The lack of the Certified Audited Financial Statement for following year 2021, 2022,2023 and , can lead to the disqualification of the bidder.	Must meet the criterion.	Not applicable	Must meet the criterion.	Not applicable	Form FIN-3.1 with attachments ( financial statements of 2021, 2022, 2023,
<b>3.2. Line of credit</b>	Provision of a line of credit equivalent to at least <b>thirty percent (30%) of the amount of the bid.</b> Drawn up by a financial institution duly authorized by the authorized person	Must meet the criterion.	Not applicable	Not applicable	Must meet the criterion.	Document issued by the Bidder's Bank certifying the latter's agreement to make available to the client the liquidity facilities in the form of a line of credit. This document may take the form of an agreement to set up the credit line in the event of the award of the contract
<b>3.3. Average turnover</b>	<b>For the award, the tenderer must</b>	Must meet the	Must meet the			Form FIN -3.2

<i>Item</i>	Requirement					Documentation Required
	Criteria	Bidder				
		Single entity	Joint venture			
			All Parties Combined	Each Member	One Member	
	meet the following criterion: Have an average annual turnover over the last three years (2021, 2022 and 2023) equivalent to at least the amount of the lots to be awarded. If the abovementioned average turnover is lower than the amount of the lots to be awarded, the lots will be awarded within the limit of the average turnover level.	criterion	criterion			attachments ( financial statements of 2021, 2022, 2023,
<i>Purpose</i>	<b>4. Experience</b>					

<i>Item</i>	Requirement					Documentation Required
	Criteria	Bidder				
		Single entity	Joint venture			
			All Parties Combined	Each Member	One Member	
<b>4.1 Experience in the supply and delivery of cereals</b>	<p>For each lot for which a bid has been submitted, the bidder must have carried within the six (6) years (2019, 2020, 2021, 2022, 2023, 2024) operations of supply of cereal corresponding to that lot. To assess this criterion, the volumes per year over the last five (5) years will be scored and the two (2) highest annual volumes will be used for the evaluation. The average of the two annuals volumes considered within the six years (2019, 2020, 2021, 2022, 2023, 2024) must be at least equal to <b>50% of the volume</b> in tons proposed in the bidder's offer. For lots consisting of more than two types of cereals, the annual volume shall be obtained by the sum of the volumes of all types of cereals. For the evaluation of the experience, the sorghum and the Millet Will be consider as the same cereal.</p>	Must meet the criterion <sup>3</sup>	Must meet the criterion <sup>4</sup>	Not applicable	Not applicable	<p>Accompanied by the following supporting documents: Contract/Purchase order and (+) proof of performance (copy of identifiable delivery note or certificate of satisfactory performance from the client stating, inter alia, the nature of the deliveries, the period, the volume and the amount)</p> <p><b>NB:</b> Failure to submit those documents could constitute a ground for rejection of the performance in question.</p>



**Section IV. Bidding Forms**

**Bid Submission Sheet**

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

ICB No.: \_\_\_\_\_

Invitation for Bid No.: \_\_\_\_\_

Alternative No.: \_\_\_\_\_

To: \_\_\_\_\_

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda No.: \_\_\_\_;
- (b) We offer to supply in conformity with the Bidding Documents including goods specification requirements and in accordance with the delivery schedule specified in the Schedule of Supply the following Goods and Related Services: \_\_\_\_\_;
- (c) The total price of our Bid, excluding any discounts, VAT, custom duty, offered in item (d) below is:

Lots	Product	Quantity (metric ton)	Total price in figures	Currency	Total price in letters and currency
1	White maize	503			
	White sorghum	327			
2	White sorghum	500			
	Millet	1 184			
3	White maie	433			
	White sorghum	433			
	White rice	141			
4	White maize	433			
	Millet	433			
	White rice	140			
5	White maize	100			
	Millet	250			
	White rice	150			

- (d) The discounts offered and the methodology for their application are: \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_;

- (e) Our bid shall be valid for a period of \_\_\_\_\_ days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before expiry of that period.
- (f) If our bid is accepted, we commit to obtain performance security in accordance with the Bidding Documents, in the amount of \_\_\_\_\_ for the due performance of the Contract.

- (g) Our firm, including any subcontractors or suppliers for any part of the Contract, have nationalities from eligible countries \_\_\_\_\_;
- (h) We are not participating, as Bidders, in more than one bid in this bidding process, other than alternative offers in accordance with the Bidding Documents.
- (i) Our firm, its affiliates or subsidiaries—including any subcontractors or suppliers for any part of the contract—has not been declared ineligible by ECOWAS or the Bank.
- (j) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract:

Name of Recipient	Address	Reason	Amount
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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

- (k) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.
- (l) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Name \_\_\_\_\_ In the capacity of \_\_\_\_\_

Signed \_\_\_\_\_

Duly authorized to sign the bid for and on behalf of \_\_\_\_\_

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

**Bidder Information Sheet****Form ELI - 1.1**Date: \_\_\_\_\_  
No. AOR: \_

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

**Information Sheet on each Party of a GECA****Form ELI – 1.2**

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

No. AOR \_\_\_\_\_

Call for Bids No : \_\_\_\_\_

Page \_\_\_ of \_\_\_ pages

1. Legal name of bidder:

2. Legal name of the GECA party:

3. Country of registration of the GECA party:

4. Year of registration of the GECA party:

5. Legal address of the GECA party in the country of registration:

6. Information on the authorized representative of the party to the GECA:

Name:

Address:

Number of telephone/fax:

E-mail address :

7. Copies of the following original documents are attached:

 Statute or Constituent Documents of the above-mentioned legal entity,

In the case of a state-owned enterprise in the Purchaser's country, documents that establish legal and financial autonomy and compliance with the rules of commercial law, in accordance with the provisions of the ITB.

**Record of contract default (non-execution)**

**Form CON - 2**

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

Legal name of bidder: *[*

*insert full name]*

Date: *[insert day, month, year]*

ou

Legal name of the GECA party: *[insert full name]*

No. AON and title: *[number and title of the AON]*

Page *[page number]* of *[total number of pages]* pages

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

- There were no non-executed contracts during the *[number of years]* year period stipulated in Section III, Evaluation and Qualification Criteria, criterion **2. 1.**
- Non-executed contract(s) during *the [number of years]* years specified in Section III, Evaluation and Qualification Criteria, criterion **2. 1:**

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

**Pending litigation under Section III, Evaluation and Qualification Criteria**

- No pending litigation under Section III, Evaluation and Qualification Criteria, criterion **2. 3.**
- Pending litigation(s) under Section III, Evaluation and Qualification Criteria, criterion **2. 3**

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

<b>On going Contracts</b>
---------------------------

**Form CCC**

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

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

<b>Financial position</b>
---------------------------

**Form FIN – 3.1**

Legal name of the bidder: \_\_\_\_\_ Date: \_\_\_\_\_

Legal Name of GECA party: \_\_\_\_\_ No. AON: \_\_\_\_

Page \_\_\_ of \_\_\_ pages

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

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

Copies of the financial statements (balance sheets, including all notes thereto, and income statements) for the years specified above and which meet the following requirements are set out below:

- a) They must reflect the financial position of the bidder or GECA Party, and not that of the parent company or subsidiaries.
- b) Past financial statements must be audited by a chartered accountant.
- c) The financial statements must be complete and include all notes added to them
- d) Financial statements must correspond to accounting periods that have already been completed and audited (financial statements for partial periods will not be requested or accepted)

<b>Average annual turnover</b>
--------------------------------

**Form FIN - 3.2**

Legal name of bidder: \_\_\_\_\_ Date: \_\_\_\_\_  
 Legal name of GECA party: \_\_\_\_\_ No. AON: \_\_  
 Page \_\_ of \_\_ pages

Annual turnover data		
Year	Amount and currency	F CFA
	_____	_____
	_____	_____
	_____	_____
	_____	_____
	_____	_____
	_____	_____
<b>*Average turnover</b>	_____	_____

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

**Financing capacity**

**Form FIN – 3.3**

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

<b>Source of financing</b>	<b>Amount (F CFA)</b>
1.	
2.	
3.	
4.	

<b>Experience</b>
-------------------

**Form EXP - 4.1**

Legal name of the bidder: \_\_\_\_\_ Date: \_\_\_\_\_

Legal Name of GECA party: \_\_\_\_\_ No. AON: \_\_\_\_\_

Page\_\_of\_\_pages

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

**Experience (continued)**  
**Form EXP – 4.1 (continued)**

Legal name of bidder: \_\_\_\_\_  
 Legal name of GECA party: \_\_\_\_\_  
 Page \_\_\_ of \_\_\_ pages

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

**Price Schedule for Goods and Related Services**

Date: \_\_\_\_\_  
 ICB No.: \_\_\_\_\_  
 Invitation for Bid No.: \_\_\_\_\_  
 Alternative No.: \_\_\_\_\_

Name of the Bidder: \_\_\_\_\_

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

Transport - [Insert the locality and the country of departure of the supplies] Insert the quantity corresponding to the lot] [Insert the unit price for transport]

1	2	3			4	5	6	7
Lot	Good or Related Service	<i>Country of origin</i>	Location and country of departure	Country and place of delivery	Percentage of national origin <sup>1</sup>	Quantity (Metric Ton)	Unit price [Precise the currency] <sup>2</sup>	Total, price for supplies or related service [Precise the currency]
Insert the lot	[Insert the product corresponding to the lot]	[Insert the country of origin of the supplies]	[Insert the locality and the country of departure of the supplies]	[Insert the country and the place of delivery corresponding to the lot]		[Insert the quantity corresponding to the lot]	[Insert the unit price for the supplies and precise the currency]	
	Transport		[Insert the locality and the country of departure of the supplies]			[Insert the quantity corresponding to the lot]	[Insert the unit price for the transport and precise the currency]	
	Unloading						[Insert the unit price for the unloading and precise the	

							currency]	
Total for Lot [Precise the lot]								

Name \_\_\_\_\_ In the capacity of \_\_\_\_\_  
 Signature \_\_\_\_\_

Duly authorized to sign the offer for and on behalf of \_\_\_\_\_

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

**In this case, the related services are transport and unloading.  
 The Bidder must specify for each lot of products the price of supplies, transportation and unloading taking into account the place of delivery.**

**Bid Security**

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

ICB No.: \_\_\_\_\_

Invitation for Bid No.: \_\_\_\_\_

To: \_\_\_\_\_

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

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

THE CONDITIONS of this obligation are the following:

1. If the Bidder withdraws its bid during the period of bid validity specified by the Bidder in the Bid Submission Sheet, except as provided in ITB Sub-Clause 20.1; or
2. If the Bidder, having been notified of the acceptance of its bid by the Purchaser, during the period of bid validity, fails or refuses to:
  - (a) execute the Contract; or
  - (b) furnish the Performance Security, in accordance with the ITB Clause 44; or
  - (c) accept the correction of its bid by the Purchaser, pursuant to ITB Clause 31.

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

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

Name \_\_\_\_\_ In the capacity of \_\_\_\_\_

Signed \_\_\_\_\_

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

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**PART 2 – Supply Requirements**

**Section VI. Quantities and delivery schedule**

**Contents**

- 1. List of Goods and Related Services ..... 62
- 2. Delivery and Completion Schedule ..... 65
- 3. Technical Specifications ..... 68
- 4. Drawings ..... **Error! Bookmark not defined.**4

### 1. List of Goods , Related Services and delivery schedules

Lot	Supplies and Services	Brief description	Quantity (Tonne)	Delivery Schedule	Delivery locations (Country/City)
1	White maize	White maize produced in West Africa	503	Between 30 and 45 calenddar days.	Niger/Birmi Nkonni
	Transport and unloading	This is the transport from the supplier's site to the delivery site indicated by the buyer and the unloading of the truck onto the pallets of the buyer's stores.	503		Niger/Birmi Nkonni
	White sorghum	White sorghum produced in West Africa	327		Niger/Maradi
	Transport and unloading	This is the transport from the supplier's site to the delivery site indicated by the buyer and the unloading of the truck onto the pallets of the buyer's stores.	327		Niger/Maradi
2	White sorghum	White sorghum produced in West Africa	500	Between 30 and 45 calenddar days.	Niger :D osso
	Transport and unloading	This is the transport from the supplier's site to the delivery site indicated by the buyer and the unloading of the truck onto the pallets of the buyer's stores.	500		Niger/Dosso
	Millet	Millet produced in West Africa	1 184		Niger/Dosso
	Transport and unloading	This is the transport from the supplier's site to the delivery site indicated by the buyer and the unloading of the truck onto the pallets of the buyer's stores.	1 184		Niger/Dosso
3	White maize	White maize produced in West Africa	433	Between 30 and 45 calenddar days.	Burkina Faso/Dédougou
	Transport and unloading	This is the transport from the supplier's site to the delivery site indicated by the buyer and the unloading of the truck onto the pallets of the buyer's stores.	433		Burkina Faso/Dédougou
	White sorghum	White sorghum produced in West Africa	433		Burkina Faso/Dédougou
	Transport and unloading	This is the transport from the supplier's site to the delivery site indicated by the buyer and the unloading of the truck onto the pallets of the buyer's stores.	433		Burkina Faso/Dédougou
	White rice	White rice produced in West Africa	141		Burkina Faso/koudougou
	Transport and unloading	This is the transport from the supplier's site to the delivery site	141		Burkina Faso/Koudou

Lot	Supplies and Services	Brief description	Quantity (Tonne)	Delivery Schedule	Delivery locations (Country/City)
		indicated by the buyer and the unloading of the truck onto the pallets of the buyer's stores.			gou
4	White maize	White maize produced in West Africa	433	Between 30 and 45 calendar days.	Mali/Koutiala
	Transport and unloading	This is the transport from the supplier's site to the delivery site indicated by the buyer and the unloading of the truck onto the pallets of the buyer's stores.	433		Mali/Koutiala
	Millet	Millet produced in West Africa	433		Mali/Koutiala
	Transport and unloading	This is the transport from the supplier's site to the delivery site indicated by the buyer and the unloading of the truck onto the pallets of the buyer's stores.	433		Mali/Koutiala
	White rice	White rice produced in West Africa	140		Mali/Sikasso
	Transport and unloading	This is the transport from the supplier's site to the delivery site indicated by the buyer and the unloading of the truck onto the pallets of the buyer's stores.	140		Mali/Sikasso
5	White maize	White maize produced in West Africa	100	Between 30 and 45 calendar days.	Senegal/Kahone
	Transport and unloading	This is the transport from the supplier's site to the delivery site indicated by the buyer and the unloading of the truck onto the pallets of the buyer's stores.	100		Senegal/Kahone
	Millet	Millet produced in West Africa	250		Senegal/Kahone
	Transport and unloading	This is the transport from the supplier's site to the delivery site indicated by the buyer and the unloading of the truck onto the pallets of the buyer's stores.	250		Senegal/Kahone
	White rice	White rice produced in West Africa	150		Senegal/Kahone
	Transport and unloading	This is the transport from the supplier's site to the delivery site indicated by the buyer and the unloading of the truck onto the pallets of the buyer's stores.	150		Senegal/Kahone



## 2. Technical specifications

The specifications of the supplies and their packaging are mentioned below:

### 3.1 Supplies Specifications

Nature of supply	General characteristics	Specifications
<b>WHITE MAIZE - Production Agricultural campaign: 2024/2025</b>	<ul style="list-style-type: none"> <li>- Good quality</li> <li>- Healthy and fit for human consumption</li> </ul>	<ul style="list-style-type: none"> <li>- Organoleptic: natural smell and taste</li> <li>- Humidity level: 11% maximum</li> <li>- Organic foreign matter: 1% maximum</li> <li>- Inorganic foreign matter: 0.5% maximum</li> <li>- Insect-damaged grains: 2% maximum</li> <li>- Broken grains: 1% maximum</li> <li>- Mouldy grains: 00%.</li> <li>- Other grains: 2% maximum</li> <li>- Aflatoxin (B1+B2+G1+G2): 15 ppb maximum</li> <li>- Living predators: 0%</li> <li>- Dead insects: 8 dead insects perKg maximum</li> <li>- Heavy metals (Arsenic, Cadmium, Plomb, mercure) : free in quantities likely to present a risk to human health.(European Union standard)</li> <li>- Obtained from a non-genetically modified variety (No GMOs)</li> <li>- Free of all traces of trogoderma and prostephanus.</li> </ul>
<b>WHITE SORGHUM - Production Agricultural campaign: 2024/2025</b>	<ul style="list-style-type: none"> <li>- Good quality</li> <li>- Healthy and fit for human consumption</li> </ul>	<ul style="list-style-type: none"> <li>- Organoleptic: natural smell and taste</li> <li>- Humidity level: 11% maximum</li> <li>- Organic foreign matter: 1% maximum</li> <li>- Inorganic foreign matter: 0.5% maximum</li> <li>- Insect-damaged grains: 2% maximum</li> <li>- Broken grains: 1% maximum</li> <li>- Mouldy grains: 00%.</li> <li>- Other grains: 2% maximum</li> <li>- Aflatoxin (B1+B2+G1+G2): 15 ppb maximum</li> <li>- Ochratoxin A: 5 ppb maximum</li> <li>- Living predators: 0%</li> <li>- Dead insects: 0.1% maximum</li> <li>- Heavy metals(Arsenic, Cadmium, Plomb, mercure) : free in quantities likely to present a risk to human health. .(European Union standard)</li> <li>- Obtained from a non-genetically modified variety (No GMOs)</li> <li>- Free of all traces of trogoderma and prostephanus.</li> </ul>
<b>MILLET – Production Agricultural campaign: 2024/2025</b>	<ul style="list-style-type: none"> <li>- Good quality</li> <li>- Healthy and fit for human consumption</li> </ul>	<ul style="list-style-type: none"> <li>- Organoleptic: natural smell and taste</li> <li>- Humidity level: 11% maximum</li> <li>- Organic foreign matter: 1% maximum</li> <li>- Inorganic foreign matter: 0.5% maximum</li> <li>- Insect-damaged grains: 2% maximum</li> <li>- Broken grains: 1% maximum</li> <li>- Mouldy grains: 00%.</li> <li>- Other grains: 2% maximum</li> <li>- Aflatoxin (B1+B2+G1+G2): 15 ppb maximum</li> <li>- Ochratoxin A: 5 ppb maximum</li> <li>- Living predators: 0%</li> </ul>

Nature of supply	General characteristics	Specifications
		<ul style="list-style-type: none"> <li>- Dead insects: 0.1% maximum</li> <li>- Heavy metals(Arsenic, Cadmium, Plomb, mercure) : free in quantities likely to present a risk to human health.(European Union standard)</li> <li>- Obtained from a non-genetically modified variety (Not GMO)</li> <li>- Free of all traces of trogoderma and prostephanus.</li> </ul>
<b>WHITE RICE</b> <b>Agricultural campaign:</b> <b>2024/2025</b>	<ul style="list-style-type: none"> <li>- Good quality</li> <li>- Healthy and fit for human consumption</li> </ul>	<ul style="list-style-type: none"> <li>- Organoleptic: naturel state, smell and color</li> <li>- Moisture: 13% maximum</li> <li>- Organic matter: 0,5 % maximum</li> <li>- Inorganic matter: 0,1% maximum</li> <li>- Broken kernels: 35% maximum Max</li> <li>- Damage kernels: 1% maximum</li> <li>- Paddy kernels: 15 grains/Kg maximum</li> <li>- Grains moisis : 00%</li> <li>- -Aflatoxin total (B1+B2+G1+G2); 5 ppb maximum</li> <li>- Ochratoxin A : 5 ppb maximum</li> <li>- Live insect: 0%</li> <li>- Dead Insects: 15 maximum per bag of 50 Kg</li> <li>- Heavy Metals (Arsenic, Cadmium, Plomb, Mercure): free in quantities likely to present a risk to human health.(European Union standard).</li> <li>- To be obtained from non-genetically modified varieties (NO GMO)</li> </ul>

### Conditioning and packaging

- **Packaging:** The products are packed in new, double machine sewn, clean bags not yet used and must be guaranteed not to be treated with pesticides. The packaging will be polypropylene bags with the following characteristics:
  - Size: 55 x 110 cm
  - Grammage: 100 to 110 gr / sqm
  - 1,000 denier wire
  - Vertical resistance (chain): 1200 N
  - Horizontal resistance (frame): 1,000 N
  - UV protection for 1,200 hours of sun exposure
  - Sewing of the bottom with 1200 denier wire
- **Packing:** The packing will be 50 kilograms net weight
- **Labelling:** The markings on the bags must be made in an industrial way. In addition to complying with the labelling standards, the packages must bear, in characters grouped on the same side, legible, indelible and visible from the outside, the information and logo.

**For all lots, tenders must provide in their tenders for the supply of empty bags. The number of empty bags to be delivered must correspond to 2% of the total number of bags of cereals to be delivered.**

### For the White Maize

**PRODUIT/PRODUCT : MAIS BLANC/ WHITE MAIZE**

**RESERVE REGIONALE DE SECURITE ALIMENTAIRE (RRSA)**



Avec l'appui financier de l'AFD



**REGIONAL FOOD SECURITY RESERVE**

**POIDS NET/ NET WEIGHT : 50 KG**

**Campagne de production : 2024/2025**

**ORIGINE : [A insérer par le fournisseur]**

**For the White Sorghum**

**PRODUIT/PRODUCT : Sorgho blanc/ White sorghum**

**RESERVE REGIONALE DE SECURITE ALIMENTAIRE (RRSA)**



**Avec l'appui financier de l'AFD**



**REGIONAL FOOD SECURITY RESERVE**

**POIDS NET/ NET WEIGHT : 50 KG**

**Campagne de production : 2024/2025**

**ORIGINE : [A insérer par le fournisseur]**

**For the Millet**

**PRODUIT/PRODUCT : Mil/ Millet**

**RESERVE REGIONALE DE SECURITE  
ALIMENTAIRE (RRSA)**



**Avec l'appui financier de l'AFD**



**REGIONAL FOOD SECURITY RESERVE**

**POIDS NET/ NET WEIGHT : 50 KG**

**Campagne de production : 2024/2025**

**ORIGINE : [A insérer par le fournisseur]**

**For the White Rice****Notes:**

- Bidders must specify the specifications of their products. The absence of specifications implies acceptance and compliance with the specifications of the DAO.
- Before the execution of the contract, packaging specimens must be validated by RAAF before production in large numbers.

**PART 3 - Contract**

## Section VII. General Conditions of Contract

### Table of Clauses

1.	Definitions .....	61
2.	Contract Documents .....	62
3.	Fraud and Corruption .....	62
4.	Interpretation .....	62
5.	Language .....	64
6.	Joint Venture, Consortium or Association.....	64
7.	Eligibility .....	64
8.	Notices .....	64
9.	Governing Law .....	65
10.	Settlement of Disputes.....	65
11.	Scope of Supply .....	65
12.	Delivery .....	65
13.	Supplier's Responsibilities.....	65
14.	Purchaser's Responsibilities .....	65
15.	Contract Price .....	65
16.	Terms of Payment.....	65
17.	Taxes and Duties .....	66
18.	Performance Security.....	66
19.	Copyright .....	67
20.	Confidential Information .....	67
21.	Subcontracting .....	67
22.	Specifications and Standards.....	68
23.	Packing and Documents .....	68
24.	Insurance .....	68
25.	Transportation .....	68
26.	Inspections and Tests.....	68
27.	Liquidated Damages .....	69
28.	Warranty .....	69
29.	Patent Indemnity.....	70
30.	Limitation of Liability.....	71
31.	Change in Laws and Regulations.....	71
32.	Force Majeure .....	71
33.	Change Orders and Contract Amendments .....	72
34.	Extensions of Time .....	72
35.	Termination.....	72
36.	Assignment .....	73

**Section VII. General Conditions of Contract****1. Definitions**

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

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

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

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

“Day” means calendar day.

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

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

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

“GCC” means the General Conditions of Contract.

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

“Purchaser’s Country” is the country specified in the Special Conditions of Contract (SCC).

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

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

“SCC” means the Special Conditions of Contract.

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

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

assigns of the Supplier.

“The Development Partner” is the external body providing financing for the project.

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

**2. Contract Documents**

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

**3. Fraud and Corruption**

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

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

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

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

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

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

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

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

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

**4. Interpretation**

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

#### 4.2 Incoterms

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

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

#### 4.3 Entire Agreement

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

#### 4.4 Amendment

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

#### 4.5 Nonwaiver

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

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

#### 4.6 Severability

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

### 5. Language

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

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

### 6. Joint Venture, Consortium or Association

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

### 7. Eligibility

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

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

### 8. Notices

8.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the SCC. The term "in

- writing” means communicated in written form with proof of receipt.
- 8.2 A notice shall be effective when delivered or on the notice’s effective date, whichever is later.
- 9. Governing Law** 9.1 The Contract shall be governed by and interpreted in accordance with the laws of the Purchaser’s country, unless otherwise specified in the SCC.
- 10. Settlement of Disputes** 10.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 10.2 If the parties fail to resolve such a dispute or difference by mutual consultation within twenty-eight (28) days from the commencement of such consultation, either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.
- 11. Scope of Supply** 11.1 Subject to the SCC, the Goods and Related Services to be supplied shall be as specified in the Schedule of Supply.
- 11.2 Unless otherwise stipulated in the Contract, the Supply shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining Delivery and Completion of the Goods and Related Services as if such items were expressly mentioned in the Contract.
- 12. Delivery** 12.1 Subject to GCC Sub-Clause 33.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Supply. The details of shipping and other documents to be furnished by the Supplier are specified in the Schedule of Supply.
- 13. Supplier’s Responsibilities** 13.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 11, and the Delivery and Completion Schedule, as per GCC Clause 12.
- 14. Purchaser’s Responsibilities** 14.1 Whenever the supply of Goods and Related Services requires that the Supplier obtain permits, approvals, and import and other licenses from local public authorities, the Purchaser shall, if so required by the Supplier, make its best effort to assist the Supplier in complying with such requirements in a timely and expeditious manner
- 14.2 The Purchaser shall pay all costs involved in the performance of its responsibilities, in accordance with GCC Sub-Clause 14.1.
- 15. Contract Price** 15.1 The Contract Price shall be as specified in the Agreement subject to any additions and adjustments thereto, or deductions therefrom, as may be made pursuant to the Contract.
- 15.2 Prices charged by the Supplier for the Goods delivered and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in the SCC.
- 16. Terms of Payment** 16.1 The Contract Price shall be paid as specified in the SCC.
- 16.2 The Supplier’s request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents

submitted pursuant to GCC Clause 12 and upon fulfillment of all the obligations stipulated in the Contract.

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

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

## **17. Taxes and Duties**

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

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

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

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

## **18. Performance Security**

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

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

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

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

- 19. Copyright**
- 19.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.
- 20. Confidential Information**
- 20.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality like that imposed on the Supplier under GCC Clause 20.
- 20.2 The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the design, procurement, or other work and services required for the performance of the Contract.
- 20.3 The obligation of a party under GCC Sub-Clauses 20.1 and 20.2 above, however, shall not apply to information that:
- The Purchaser or Supplier need to share with the institutions participating in the financing of the Contract.
  - now or hereafter enters the public domain through no fault of that party.
  - can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
  - otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.
- 20.4 The above provisions of GCC Clause 20 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.
- 20.5 The provisions of GCC Clause 20 shall survive completion or termination, for whatever reason, of the Contract.
- 21. Subcontracting**
- 21.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the bid. Subcontracting shall in no event relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.
- 21.2 Subcontracts shall comply with the provisions of GCC Clauses 3 and 7.

- 22. Specifications and Standards**
- 22.1 Technical Specifications and Drawings
- The Supplier shall ensure that the Goods and Related Services comply with technical specifications and other provisions of the Contract.
- The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.
- The Goods and Related Services supplied under this Contract shall conform to the standards mentioned in Section VI, Schedule of Supply and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the goods' country of origin.
- 22.2 Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Supply. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause 33.
- 23. Packing and Documents**
- 23.1 The Supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 23.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the SCC, and in any other instructions ordered by the Purchaser.
- 24. Insurance**
- 24.1 Unless otherwise specified in the SCC, the Goods supplied under the Contract shall be fully insured, in a freely convertible currency from an eligible country, against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or in the manner specified in the SCC.
- 25. Transportation**
- 25.1 Unless otherwise specified in the SCC, responsibility for transportation of the Goods shall be in accordance with the Incoterms specified in the Schedule of Supply.
- 26. Inspections and Tests**
- 26.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in the Schedule of Supply.
- 26.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place in the Purchaser's country as specified in the SCC. Subject to GCC Sub-Clause 26.3, if conducted on

the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.

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

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

26.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specification's codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.

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

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

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

## **27. Liquidated Damages**

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

## **28. Warranty**

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

the Contract.

- 28.2 Subject to GCC Sub-Clause 22.1, the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.
- 28.3 Unless otherwise specified in the SCC, the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the SCC, or for eighteen (18) months after the date of shipment or loading in the country of origin, whichever period concludes earlier.
- 28.4 The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.
- 28.5 Upon receipt of such notice, the Supplier shall, within the period specified in the SCC, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.
- 28.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the SCC, the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

## 29. Patent Indemnity

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

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

- 29.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Sub-Clause 29.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's, name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.
- 29.3 If the Supplier fails to notify the Purchaser within twenty-eight (28)

days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.

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

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

### **30. Limitation of Liability**

30.1 Except in cases of gross negligence or willful misconduct:

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

### **31. Change in Laws and Regulations**

31.1 Unless otherwise specified in the Contract, if after the date of the Invitation to Bid, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in the place of the Purchaser's country where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 15.

### **32. Force Majeure**

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

32.2 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on

the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

- 32.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 33. Change Orders and Contract Amendments**
- 33.1 The Purchaser may at any time order the Supplier through notice in accordance with GCC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:
- drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser.
  - the method of shipment or packing.
  - the place of delivery; and
  - the Related Services to be provided by the Supplier.
- 33.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier's receipt of the Purchaser's change order.
- 33.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.
- 34. Extensions of Time**
- 34.1 If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 12, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.
- 34.2 Except in case of Force Majeure, as provided under GCC Clause 32, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 27, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 34.1.
- 35. Termination**
- 35.1 Termination for Default
- (a) The Purchaser, without prejudice to any other remedy for breach of Contract, by notice of default sent to the Supplier, may

terminate the Contract in whole or in part:

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

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

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

### 35.2 Termination for Insolvency

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

### 35.3 Termination for Convenience

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

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

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

## 36. Assignment

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



### Section VIII. Special Conditions of Contract

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

<b>GCC 1.1(j)</b>	The Purchaser's country is <b>Nigeria</b> .																																																														
<b>GCC 1.1(k)</b>	The Purchaser is: <b>the Regional Agency for Agriculture and Food (RAAF) on behalf of the ECOWAS Commission,</b>																																																														
<b>GCC 1.1 (q)</b>	<p>The delivery sites for each chosen lot are:</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th style="text-align: center;">Lots</th> <th style="text-align: center;">Product</th> <th style="text-align: center;">Quantity (metric ton)</th> <th style="text-align: center;">Country of Delivery</th> <th style="text-align: center;">City of delivery</th> </tr> </thead> <tbody> <tr> <td rowspan="2" style="text-align: center;">1</td> <td>White maize</td> <td style="text-align: center;">503</td> <td style="text-align: center;">Niger</td> <td style="text-align: center;">Birni Nkonni</td> </tr> <tr> <td>White sorghum</td> <td style="text-align: center;">327</td> <td style="text-align: center;">Niger</td> <td style="text-align: center;">Maradi</td> </tr> <tr> <td rowspan="2" style="text-align: center;">2</td> <td>White sorghum</td> <td style="text-align: center;">500</td> <td style="text-align: center;">Niger</td> <td style="text-align: center;">Dosso</td> </tr> <tr> <td>Millet</td> <td style="text-align: center;">1 184</td> <td style="text-align: center;">Niger</td> <td style="text-align: center;">Dosso</td> </tr> <tr> <td rowspan="3" style="text-align: center;">3</td> <td>White maie</td> <td style="text-align: center;">433</td> <td style="text-align: center;">Burkina Faso</td> <td style="text-align: center;">Dédougou</td> </tr> <tr> <td>White sorghum</td> <td style="text-align: center;">433</td> <td style="text-align: center;">Burkina Faso</td> <td style="text-align: center;">Dédougou</td> </tr> <tr> <td>White rice</td> <td style="text-align: center;">141</td> <td style="text-align: center;">Burkina Faso</td> <td style="text-align: center;">Koudougou</td> </tr> <tr> <td rowspan="3" style="text-align: center;">4</td> <td>White maize</td> <td style="text-align: center;">433</td> <td style="text-align: center;">Mali</td> <td style="text-align: center;">Koutiala</td> </tr> <tr> <td>Millet</td> <td style="text-align: center;">433</td> <td style="text-align: center;">Mali</td> <td style="text-align: center;">Koutiala</td> </tr> <tr> <td>White rice</td> <td style="text-align: center;">140</td> <td style="text-align: center;">Mali</td> <td style="text-align: center;">Sikasso</td> </tr> <tr> <td rowspan="3" style="text-align: center;">5</td> <td>White maize</td> <td style="text-align: center;">100</td> <td style="text-align: center;">Sénégal</td> <td style="text-align: center;">Kahone</td> </tr> <tr> <td>Millet</td> <td style="text-align: center;">250</td> <td style="text-align: center;">Sénégal</td> <td style="text-align: center;">Kahone</td> </tr> <tr> <td>White rice</td> <td style="text-align: center;">150</td> <td style="text-align: center;">Sénégal</td> <td style="text-align: center;">Kahone</td> </tr> </tbody> </table>	Lots	Product	Quantity (metric ton)	Country of Delivery	City of delivery	1	White maize	503	Niger	Birni Nkonni	White sorghum	327	Niger	Maradi	2	White sorghum	500	Niger	Dosso	Millet	1 184	Niger	Dosso	3	White maie	433	Burkina Faso	Dédougou	White sorghum	433	Burkina Faso	Dédougou	White rice	141	Burkina Faso	Koudougou	4	White maize	433	Mali	Koutiala	Millet	433	Mali	Koutiala	White rice	140	Mali	Sikasso	5	White maize	100	Sénégal	Kahone	Millet	250	Sénégal	Kahone	White rice	150	Sénégal	Kahone
Lots	Product	Quantity (metric ton)	Country of Delivery	City of delivery																																																											
1	White maize	503	Niger	Birni Nkonni																																																											
	White sorghum	327	Niger	Maradi																																																											
2	White sorghum	500	Niger	Dosso																																																											
	Millet	1 184	Niger	Dosso																																																											
3	White maie	433	Burkina Faso	Dédougou																																																											
	White sorghum	433	Burkina Faso	Dédougou																																																											
	White rice	141	Burkina Faso	Koudougou																																																											
4	White maize	433	Mali	Koutiala																																																											
	Millet	433	Mali	Koutiala																																																											
	White rice	140	Mali	Sikasso																																																											
5	White maize	100	Sénégal	Kahone																																																											
	Millet	250	Sénégal	Kahone																																																											
	White rice	150	Sénégal	Kahone																																																											
<b>GCC 4.2 (a)</b>	The meaning of the trade terms shall be as prescribed by: Incoterms published by the International Chamber of Commerce (ICC)																																																														
<b>GCC 4.2 (b)</b>	The version of Incoterms shall be: <b><u>2020</u></b>																																																														
<b>GCC 5.1</b>	The language shall be: <b>English or French</b>																																																														
<b>GCC 8.1</b>	<p>For <b>notices</b>, the Purchaser's address shall be:</p> <p>Attention: <b>Executive Director, RAAF</b>  Street Address: <b>Agence Régionale pour l'Agriculture et l'Alimentation (ARAA), 4 &amp; 5 étages de l'immeuble CRBC, place de la réconciliation au quartier Atchanté, cité OUA Lomé-Togo.</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:ikkamara@ecowas.int">ikkamara@ecowas.int</a> ; <a href="mailto:ctienon@araa.org">ctienon@araa.org</a>; <a href="mailto:mzongo@araa.org">mzongo@araa.org</a>; <a href="mailto:procurement@araa.org">procurement@araa.org</a></p> <p>City: <b>Lomé</b></p> <p>Country: <b>Togo</b></p>																																																														

<b>GCC 9.1</b>	The applicable law will be: <b>Law of the Togo</b>
<b>GCC 10.2</b>	<p>The formal mechanism for the resolution of disputes shall be: The Parties shall agree to settle amicably any disputes that arise or may arise from the execution of this contract or its interpretation.</p> <p>Any dispute that may arise between the Parties as a result of non-performance or lateness in the execution of the contractual provisions and that could not be settled amicably within thirty (30) days shall be settled by arbitration in accordance with the following provisions:</p> <p>Arbitration shall be in accordance with the UNCITRAL Arbitration Rules presently in force.</p> <p>The Decision of the Arbitration process shall be final.</p> <p>The place of arbitration should be <b>Lomé, Togo</b></p>
<b>GCC 11.1</b>	The scope of supply: <b>Supply and delivery of 5,027 Metric tons of cereals.</b>
<b>CCAG 12.1</b>	<p><b>Provisional Acceptance</b></p> <p>The provisional acceptance will consist in bringing into the store the products offered for delivery by the supplier following a conclusive preliminary inspection, that is to say whether the parameters tested at the place of delivery comply with the specifications required by ECOWAS. Otherwise, the products will be rejected, and the replacement costs will be borne by the supplier.</p> <p>The tests will be carried out by the national storage structure that receives the stocks on behalf of ECOWAS and the parameters controlled are usually the physical parameters. The operations will be supervised by an independent professional structure.</p> <p>At provisional acceptance, all parameters to be checked cannot be checked and certified, since some more important parameters can only be reliably checked in the laboratory.</p> <p><b>Final Acceptance or Acceptance</b></p> <p>The Final Acceptance is conditioned by laboratory results on all the parameters specified in the tender document and included in the supplier's contract (including those that allowed the provisional acceptance) are conclusive. A certificate of conformity will be issued by the national storage facility based on the results of laboratory tests.</p> <p>Otherwise, the products will be rejected, and the replacement costs will be borne by the supplier.</p> <p>A maximum period of <b>21 working days</b> shall be observed between the date on which provisional acceptance is granted (date on which the buyer's representative draws up the provisional acceptance slip or signs the provisional delivery slip) and final acceptance.</p>
<b>GCC 15.2</b>	The price adjustment shall be: <u>Not Applicable</u>

GCC 16.1	<p>The terms of payment shall be:</p> <ul style="list-style-type: none"> <li>- <b>Payment of Advance: Thirty percent (30) of the Contract price</b>, exclusive of Taxes shall be paid within 30 days of signing the Contract, against a receipt and a bank guarantee for an equivalent amount and submitted in accordance with the form provided in the bidding document or other form acceptable to the Purchaser.</li> <li>- <b>After acceptance of the goods delivered: Seventy percent (70%) of the Contract Price</b>, exclusives of taxes shall be paid upon receipt of the Supplies against submission of the documents specified below:</li> </ul> <p><b>The payment package will include the following:</b></p> <ol style="list-style-type: none"> <li>i. 03 Copies of supplier's invoices describing the goods, the quantities, the unit price and the total amount.</li> <li>ii. 02 originals copies of the delivery certificate.</li> <li>iii. Fumigation certificate (first fumigation in buyer's stores is the responsibility of the supplier.</li> <li>iv. Inspection certificate of conformity of products to the specifications of the Regional Food Security Reserve issued by the designated inspection service.</li> <li>v. Certificate of Origin.</li> <li>vi. Phytosanitary certificate.</li> </ol> <p><b>Note:</b> In case of completion of the delivery of a speculation or lot, the supplier may request partial receipt and partial payment. However, final acceptance will only take place after full delivery of all the speculations constituting one or more lots.</p> <p>Where the Supplier has received a start-up advance, the repayment of the said advance shall be made by deduction of 30% from the payment to be made to the Supplier.</p> <p>Payments upon Final Receipt will be made no later than thirty (30) days after the date of receipt of the complete payment request. The date of receipt of the complete payment request is notified to the Seller by the Customer.</p> <p>Payments to the Supplier shall be made to the following bank accounts:</p> <p>[Indicate bank account(s)].</p>
GCC 16.4	The currency for payments shall be <b>offer currency</b> .
GCC 17.1	The Supplier shall be responsible for all import duties and taxes except for the following: <b>VAT and customs duty</b>
GCC 17.2	<p>ECOWAS is an International Organization exempt from duties and taxes for its activities. The products covered by this purchase are agricultural products from the ECOWAS region.</p> <p>Under the ECOWAS texts on free movement, they are not subject to customs duties, VAT, statistical tax and community levy.</p>
GCC 18.1	<p>The amount of the Performance Security shall be:</p> <p>Performance Security <b>is required</b>.</p> <p>Performance Security shall be Ten percent (10%) of the Contract Price exclusive of taxes.</p> <p>The currency shall be <b>XOF</b></p>
GCC 18.3	The types of acceptable Performance Securities: <b>Bank Guarantee</b>

<b>GCC 18.4</b>	The performance guarantee shall be released:  The Performance Guarantee will be released within thirty (30) days after final receipt (sanctioned by a Final Acceptance Report), when the cereals are correctly delivered and accepted in accordance with the technical specifications at each site.
<b>GCC 23.2</b>	The packing, marking and documentation within and outside the packages shall be: <u>Not Applicable</u>
<b>GCC 24.1</b>	<b>The insurance coverage shall be as specified in the incoterms:</b> Deliver Duty Paid to Buyer's Warehouse + unloading in Buyer's warehouse (this is a Buyer's store tile delivery). This assumes that the supplier is responsible for all risks and takes care of the transport and ancillary costs from his factory or site of operations to the delivery site indicated by the buyer and the costs of unloading trucks to pallets in the buyer's stores. Therefore, the supplier must include in its price, among other things, the costs of transport to the buyer's stores and unloading in the Buyer's stores.
<b>GCC 25.1</b>	Responsibility for transportation of the Goods shall be in accordance with as <b>specified in the incoterms</b>
<b>GCC 26.2</b>	Inspections and tests will be conducted at: <ul style="list-style-type: none"> <li>• Quality and quantity control of the food before delivery to the supplier's facilities/sites (This control is not mandatory and will be done in the form of advisory support. It does not guarantee the acceptance of the products)</li> <li>• Checks on compliance with hygiene standards for means of transport before embarkation.</li> <li>• Quantities control at the entrance to the buyer's stores Quality control on samples of products withdrawn from at the time of delivery to the site and then tests to the laboratory.</li> <li>• Verification of packaging quality.</li> </ul>
<b>GCC 27.1</b>	The liquidated damage shall be <b>One percent (1%) per week</b>
<b>GCC 27.1</b>	The maximum amount of liquidated damages shall be: <b>ten percent (10%)</b>
<b>GCC 28.3</b>	The period of validity of the Warranty shall be: <b>Two months (2) after provisional acceptance.</b>
<b>GCC 28.5</b>	The repair or replace period will be: <b>Thirty (30) Days</b>
<b>GCC 30.1</b>	The amount of aggregate liability shall be the <b>contract price.</b>

**Section IX. Contract Forms**

**Table of Forms**

Agreement ..... 80  
Performance Security ..... 81  
Advance Payment Security ..... 81

**Agreement**

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

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

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

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

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

Signed by \_\_\_\_\_ (for the Purchaser)

Signed by \_\_\_\_\_ (for the Supplier)

**Performance Security**

Date: \_\_\_\_\_  
ICB No.: \_\_\_\_\_  
Invitation for Bid No.: \_\_\_\_\_

To: \_\_\_\_\_

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

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

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

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

This security is valid until the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Name \_\_\_\_\_ In the capacity of \_\_\_\_\_

Signed \_\_\_\_\_

Duly authorized to sign the authorization for and on behalf of \_\_\_\_\_

\_\_\_\_\_  
Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**Advance Payment Security**

Date: \_\_\_\_\_  
ICB No.: \_\_\_\_\_  
Invitation for Bid No.: \_\_\_\_\_

To: \_\_\_\_\_

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

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

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

Name \_\_\_\_\_ In the capacity of \_\_\_\_\_

Signed \_\_\_\_\_

Duly authorized to sign the authorization for and on behalf of \_\_\_\_\_

\_\_\_\_\_

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.