



BANQUE D'INVESTISSEMENT ET DE DEVELOPPEMENT DE LA CEDEAO
ECOWAS BANK FOR INVESTMENT AND DEVELOPMENT
BANCO DE INVESTIMENTO E DE DESENVOLVIMENTO DA CEDEAO

Procurement of Goods

NOVEMBER 2021

Bid documents for procurement of goods and related services

Contents

FIRST PART – BID PROCEDURES

Section 0. Notice of Bid

This Section contains a model Bid notice.

Section I. Instructions to Bidders (ITB)

This section provides bidders with information on how to prepare their Bids. It also includes information on submission, opening and evaluation of bids, and award of contracts. **The provisions in this Section I should not be amended.**

Section II. Bid Date Sheet (BDS)

This Section sets out the provisions specific to each procurement, which complement the information or conditions in Section I, Instructions to Bidders.

Section III. Bid Form

This Section contains the sample forms to be submitted with the bid: (i) the bid submission letter, (ii) the price schedules, (iii) the performance guarantee, (iv) the manufacturer's authorisation, and (v) the model commitment to comply with the Charter of Transparency and Ethics in Public Procurement.

SECOND PART – CONDITIONS FOR PROCUREMENT OF GOODS

Section IV. Bill of Quantities, Delivery Schedule, Technical Specifications, Drawings, Inspections and Tests.

This Section contains the list of Goods and, where applicable, related Services, the delivery and completion schedule, the General and Particular Technical Conditions, the drawings describing the Goods and related Services to be provided, the Plans and the Inspection and Tests in respect of those Goods

THIRD PART – THE CONTRACT

Section V. General Conditions of Contract (GCC)

This Section contains the general provisions applicable to all contracts. **The wording of the clauses in this Section shall not be amended.**

Section VI. Particular Conditions of Contract (SCC)

This Section sets out the clauses specific to each contract, and amends or supplements Section V, General Conditions of Contract.

Section VII. Contract forms

This Section contains the sample Contract Agreement, which, when filled out, shall include any corrections or modifications to the accepted bid that are permitted by the Instructions to Bidders, the General Conditions of Contract, and the Particular Conditions of Contract.

The **performance guarantee and guarantee of advance payment** forms, if any, shall be filled out only by the successful Bidder after the Contract is awarded (the Successful Bidder).

**BID DOCUMENT N°AO/007/2021/07/DASG/
DSGP/ICM**

Issued on: NOVEMBER 11TH, 2021

**For the supply and
installation of office
furniture and accessories for
EBID**

Purchaser: *ECOWAS Bank for Investment and Development*

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FIRST PART – Tender Procedures

Section 0. Invitation for Bids (IB)

Invitation for Bids

1. This is pursuant to the approval of EBID's Procurement Plan for the year 2021.
2. As part of the implementation of the 2021 capital budget, EBID has made available funds to finance the *acquisition of certain goods and services for the smooth functioning of its operations*.
3. EBID is inviting sealed proposals from eligible candidates who meet the required qualifications for the supply and installation of office furniture and accessories.
4. Alternative proposals are not allowed in this procurement process;
5. The procurement shall be conducted by public bid as defined in EBID's procurement policy and open to all eligible candidates.
6. This bid document can be downloaded free of charge from EBID's website at www.bidc-ebid/opportunities.
7. For any further information, bidders are requested to contact the Director of Administration and General Services at: secretariatdasg@bidc-ebid.org.
8. Eligible candidates must:
 - Be a company specialising in the manufacture and/or marketing of office furniture;
 - To have executed at least two similar contracts in the last five years, with copies of the performance certificates duly issued by the contracting authorities of the furniture concerned;
 - Provide copies of the trade or company registration, the certificate of solvency and any other document proving the legal existence and technical and financial capacities;
 - Provide copies of the CVs of persons involved in the assignment;
 - Provide colour brochures of each piece of furniture, its life span, country of manufacture and composition.
 - A 15% margin of preference will be applicable to items manufactured in ECOWAS Member States.
9. Alternative proposals will not be permitted in this bid documents;

10. Joint-ventures are however allowed in this bid process, but only in the form of a joint venture. However, the only form permitted is a joint venture. As such, companies concerned shall submit, as part of their bid, the instrument of incorporation of the joint-venture signed by the Parties. This document must also indicate the leader of the consortium. The maximum number of members of the consortium is fixed at 3.
11. Sub-contracting shall be conditional upon the prior written consent of EBID. If authorised, subcontracting may not exceed thirty percent (30%) of the value of the basic contract.
12. At the end of the selection process, a lump sum contract will be signed with the selected supplier.
13. A non-mandatory site visit will take place **NOVEMBER 30, 2021 at 10:00 am** . Any bidder wishing to attend should contact the Head of General Services and Assets Management Division at: secretariatdasg@bidc-ebid.org
14. The provisional results of the selection process will be published on EBID's website and unsuccessful bidders may within five (5) working days from the deadline for the publication of the provisional results, file an appeal with the Director of Administration and General Services.
15. Below is the details of items to be acquired:
 - Three (3) desks for Heads of Division;
 - Twenty (20) desks for Professionals;
 - Eighteen (18) two-seater sofas for Directors;
 - Seven (7) 2-seater fabric sofas for Heads of Division;
 - Three (3) Office Chairs for Directors;
 - Eight (8) Visitors' Chairs for Directors;
 - Twenty-eight (28) Orthopedic Chairs;
 - Twenty-four (24) Visitors' Chairs for Heads of Division;
 - Sixteen (16) Visitors' Chairs for Professionals;
 - Two (2) Centre Tables for Heads of Division;
 - Eleven (11) Centre Tables for Directors;
 - Fourteen (14) Storage units for Professionals;
 - Four (4) storage units for Heads of Division;

- One (1) storage units for Directors;
- Two (2) sets of meeting tables and chairs (12 people).

Section I. Instructions to Bidders (ITB)

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Section I. Instructions to Bidders (ITB)

A. General

- 1. Scope of Bid**

 - 1.1 In support of the set forth in the Bid Data Sheet (**BDS**), the Purchaser, as indicated in the BDS, shall issue these Bidding Documents for the procurement of the Goods and Related Services specified in Section IV, Schedule of Requirements, Delivery Schedules, Technical Specifications, Drawings, Inspections and Tests. The name, identification number and number of lots for which bids are invited are provided in the **BDS**.
 - 1.2 throughout this Bidding Document:

 - a) "in writing" shall mean communicated in writing with acknowledgement of receipt;
 - b) Where the context so requires, the singular shall include the plural and vice versa; and
 - c) "Day" means a calendar day; unless otherwise specified, time limits are expressed in clear days, i.e. as a number of whole days, without including the deadline in the day of its commencement or the last day.
- 2. Source of Funds**

 - 2.1 The source of the funds earmarked for financing of the Contract under this procurement is indicated in the **BDS**.
- 3. Sanction for misconducts by Bidders and contract awardees**

 - 3.1 EBID requires candidates and contract awardees to observe the highest standards of professional ethics during the procurement and execution of its contracts. Bidders must provide a declaration that they undertake to abide by the rules of ethics and professional conduct in public procurement. Sanctions may be imposed by EBID's Dispute Settlement Committee on bidders and contract awardees in the event that violations of procurement rules are found to have been committed by the parties concerned. A bidder or contract awardee who:

 - a) offered or promised to offer any person involved in any capacity in the procurement procedure an undue financial or other benefit, directly or through intermediaries, with a view to obtaining the contract;
 - b) participated in collusive practices between bidders in order to establish bid prices at artificial and non-competitive levels, thereby depriving the Purchaser of a benefits of free and open competition;

- c) has influenced the manner in which the contract is awarded or the terms of the contract so as to obtain an unfair advantage
- d) deliberately provided false or misleading information or declarations in his bid which could influence the outcome of the procurement procedure
- e) has drawn up payment requests that do not correspond to the services actually provided
- f) is found to have engaged in corrupt activities with public officials responsible for awarding the contract, fraudulent manoeuvres with a view to obtaining the contract, unlawful agreements, unjustified renunciation of the performance of the contract if his bid is accepted, threats, harassment or violence towards public officials responsible for awarding the contract, obstructive manoeuvres likely to influence the proper conduct of the award procedure
- g) has committed acts or manoeuvres with a view to obstructing the investigations and enquiries carried out by the officials of the Public Procurement Regulatory Committee

3.2 Violations committed shall be established by the Dispute Settlement Committee, which shall carry out all necessary investigations and refer the matter to all competent authorities. Without prejudice to criminal proceedings and actions for damages suffered by the Purchaser, the following penalties may be imposed, cumulatively as appropriate:

- a) confiscation of the securities provided by the offender as part of the procurement procedures in which he participated
- b) exclusion from participating in future public contracts, public service contracts and partnership contracts for a period determined on the basis of the seriousness of the offence committed.

These sanctions may be extended to any company that owns the majority share of capital of the offending company, or of which the offending company owns the majority share of capital, in the event that collusion is established by the Dispute Resolution Committee.

Where the violations committed are established after the award of a contract, the sanction pronounced may be accompanied by the termination of the current contract or the substitution of another company at the risk of the sanctioned offender.

The offender may appeal under ordinary law against the decisions of the Dispute Resolution Committee. This appeal shall not have any suspensory effect.

- 4. Conditions for Eligibility**
- 4.1 Where this is preceded by prequalification, as indicated in the **BDS**, only those Bidders notified of their prequalification will be permitted to bid; otherwise, Bidders shall be required to meet the qualification requirements under Clause 5 below. Bidders may be natural persons, legal persons or any combination thereof with a formal intention to enter into an agreement or having entered into a joint-venture agreement. In the case of a joint-venture, unless otherwise specified in the **BDS**, all member parties shall be jointly and severally liable. Bidders shall provide such documentation as the Purchaser may reasonably require, establishing to the satisfaction of the Purchaser that they continue to be eligible to bid.
- 4.2 The following are not eligible to bid:
- a) personally bankrupt natural persons
 - b) legal persons entered into the assets liquidation process;
 - c) natural or legal persons who have gone into receivership, unless they can prove that they have been authorised by the courts to continue their operations;
 - d) natural or legal persons under temporary or permanent ban from obtaining public contracts as a result of a decision of the Dispute Settlement Committee, a court decision or a legislative provision
 - e) natural persons applying for the contract and senior officials of legal persons applying for the contract who have been convicted of a criminal offence connected with their professional activities or consisting of false or misleading statements concerning the qualifications required of them for the performance of the contract; in the case of a legal person, the above penalties shall apply to its senior managers.

The same provisions shall apply to members of a joint-venture and to sub-contractors.

- 4.3 A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder (including all members of the bidder's joint-venture, a company or sub-contractors) may be considered to have a conflict of interest this bidding process, if:
- a) is associated, or has been associated in the past, with a firm (or a subsidiary of such a firm) that has provided consultancy services for the development, preparation of technical specifications and other documents used in the procurement of goods under this procurement process; or

- b) submits more than one bid under this procurement exercise, except the alternative bids permitted under ITB 13, if any; however, this does not exclude the participation of sub-contractors in more than one bid.
5. **Qualification of Bidders**
- 5.1 Bidders must be qualified as regards material, human and financial resources, or experience in carrying out activities like those covered by the contract, as indicated in the **BDS**.

B. Contents of Bidding Document

6. **Sections of Bidding Document**
- 6.1 The Bidding Document consists 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 8.

FIRST PART : Bidding Procedures

- Section 0.
- Section I. Instructions to Bidders (ITB)
- Section II. Bid Data Sheet (BDS)
- Section III. Bidding Forms

SECOND PART : Conditions for procurement of supplies

- Section IV. Bill of Quantities, Delivery Schedule, Technical Specifications. Drawings and Inspections and Tests

THIRD PART : The Contract

- Section V. General Conditions of Contract (GCC)
- Section VI. Particular Conditions of Contract (SCC)
- Section VII. Contract Forms

- 6.2 The Bidder must have obtained the Bidding Documents, including any addenda, from the Purchaser or an agent authorised by the Purchaser, in accordance with the provisions of the .
- 6.3 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document. Failure to furnish all information or documentation required by the Bidding Document may result in the rejection of the bid.

- 7. Clarification of Bidding Document** 7.1 A prospective Bidder requiring any clarification of the Bidding Document shall contact the Purchaser in writing at the Purchaser's address indicated in the BDS. The Purchaser will respond within working five (5) days by the latest, to any request for clarification, provided that such request is received latest within ten (10) working days prior to the deadline for submission of bids. The Purchaser's response (indicating the question asked but without identifying the bidder) shall be in writing with copies to all Bidders who have acquired the Bidding Document in accordance with ITB 6.2. Should the Purchaser deem it necessary to amend the Bidding Document as a result of a request for clarification, it shall do so following the procedure under ITB 23.2.
- 8. Amendment of Bidding Document** 8.1 At any time prior to the deadline for submission of bids, the Purchaser may amend the Bidding Document by issuing addenda.
- 8.2 Any addendum issued shall be part of the Bidding Document and shall be communicated in writing to all who have obtained the Bidding Document 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 23.2. .

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 French. 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 that language, 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:
- a) Letter of Bid and applicable Price Schedules, completed in accordance with the provisions of Clause 12,14 and 15 of the ITB;

- b) the written confirmation authorising the signatory of the Bid to commit the Bidder, in accordance with the provisions of ITB 22 ;
- c) documentary evidence establishing the eligibility of the, Bidder, including the Bidder Information Form, and where indicated, the Information Forms of members of the joint-venture, in accordance with the provisions of ITB 16;
- d) an undertaking by the Bidder that it has read and agrees to abide by the provisions of the Charter of Transparency and Ethics in Public Procurement, by filling in the form provided in Section III, Bidding Forms;
- e) documentary evidence, in accordance with the provisions of ITB 17 and 30, that the Goods and Related Services comply with the requirements of the Bidding Documents;
- f) documentary evidence, in accordance with the provisions of IB 18, that the Bidder is qualified to perform the Contract if successful;
- g) certificates proving that he has fulfilled his obligations towards the Social Security Fund, the tax authorities and the labour inspectorate. These certificates shall be produced at the time of signing the contract and bidders shall undertake on their honour, in their proposals, that they are in good standing with the government authorities concerned; and
- h) any other documents required in the **BDS**.

Documents referred to in subparagraphs (a), (b), (d), (e), (f) and, where applicable, (h) and (i) which are not submitted or are incomplete, shall be demanded within a period not exceeding that allowed for the Purchaser to make a provisional award.

12. Letter of Bid and Price Schedules

- 12.1 The Bidder shall submit the Letter of Bid using the form furnished in Section III, 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.
- 12.2 The Bidder shall provide Price Schedules for the Goods and Related Services, using the appropriate forms in Section III, Submission Forms.

- 13. Alternative Bids** 13.1 Unless otherwise indicated in the **BDS**, alternative proposals shall not be considered.
- 14. Bid Prices and Discounts**
- 14.1 The prices and discounts quoted by the Bidder in the Letter of Bid and in the Price Schedules shall conform to the provisions hereunder:
- 14.2 All lots and items on the list of Goods and Related Services shall be listed and priced separately on the Price Schedules.
- 14.3 The price to be quoted in the Letter of Bid shall be the total price of the Bid.
- 14.4 The Bidder shall quote any unconditional discounts and the methodology for their application in the Letter of Bid
- 14.5 The terms *EXW*, *CIF*, *CIP*, *DDP* and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by The International Chamber of Commerce as specified in the **BDS**.
- 14.6 Prices shall be quoted as required in each Price Schedule included in Section III, Bidding Forms. The prices quoted in the Price Schedule Forms for Goods and Related Services will be presented as follows, unless otherwise specified in the **BDS**.
- a) Goods: the price of the Goods *DDP* Delivered Duty Paid (with final destination specified in the **BDS**) including any customs duties, sales or other taxes already paid or payable;
- b) Related Services: where such Related Services are required in Section V: Schedule of Quantities, Delivery Schedule, Technical Specifications, Drawings, Inspections and Tests: the price of each item forming part of the Related Services shall be quoted (including applicable taxes).
- 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 29. 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 The amount of a firm price contract may be adjusted to take account of changes in costs between the initial deadline for the validity of bids and the date of commencement of performance of the contract,

by applying the adjustment formula stipulated in the PCC to the original bid amount.

- 14.9 Clause 1.1 may provide for the procurement to be for a single contract (lot) or for a group of contracts (lots). In this case, the prices quoted shall correspond to 100% of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer any price reduction for the award of more than one Contract shall specify the applicable price reductions in accordance with ITB 14.4, provided the bids for all lots are submitted and opened at the same time.
- 15. Bid Currency** 15.1 Unless otherwise indicated in the BDS, prices shall be expressed in FCFA.
- 16. Documents Establishing the Eligibility of the Bidder** 16.1 To establish its qualifications to perform the Contract in accordance with ITB 4, the Bidder shall fill out the Bid letter, (Section III, Standard Bidding Forms).
- 17. Documents Establishing the Eligibility of the Goods and Related Services** 17.1 To establish the eligibility of the Goods and Related Services in, the Bidder shall provide written evidence as part of its bid that the Goods comply with the technical specifications and standards outlined in Section IV.
- 17.2 Written documentation may be in the form of brochures, drawings, or data and shall include a detailed description of the main technical and performance characteristics of the Goods and related Services, demonstrating that they correspond to the Specifications and, where applicable, a list of divergences and reservations regarding the provisions of Section IV.
- 17.3 Where required by the **BDS**, the Bidder shall also provide a list giving full details, including available sources of supply and current prices of spare parts, special tools, etc., necessary for the proper and continued operation of the Goods from the time of their commencement of use by the Purchaser and for the period specified in the **BDS**.
- 17.4 Standards that apply to the design, manufacturing processes, equipment and materials, as well as references to brand names or catalogue numbers specified by the Purchaser, are for guidance only and are not intended to be exhaustive in any way. The Bidder may substitute other quality standards, brand names and/or catalogue numbers, provided that the Bidder establishes to the satisfaction of

the Purchaser that the standards, brand names and catalogue numbers so substituted are reasonably equivalent to or better than the technical requirements.

- 18. Documents Establishing the Qualification of the Bidder**
- 18.1 To establish its qualifications to perform the Contract should its bid be accepted, the documents that the Bidder provides shall demonstrate, to the satisfaction of the Purchaser, that:
- a) If so required in the **BDS**, a Bidder shall submit the Manufacturer's Authorisation, using the standard form included in Section III, to certify that it has been duly authorised by the manufacturer or producer to supply the goods;
 - b) If so required in the **BDS**, a Bidder shall submit evidence that it will be represented by an Agent in the country, equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and Requirements where a Bidder does not conduct business in Togo, the headquarters of EBID.
 - c) the Bidder shall fulfill each of the qualification criteria specified in ITB 5..
- 19. Period of validity of Bids**
- 19.1 Bids shall remain valid for the period specified in the BDS after the bid submission deadline date prescribed by the Purchaser. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.
- 19.2 In exceptional circumstances, prior to the expiration 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. The validity of the bid security will 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 14.8**.
- 20. Forme et signature de l'offre**
- 20.1 The Bidder shall prepare one original of the documents comprising the bid as described in ITB 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.

- 20.2 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person duly authorised to sign on behalf of the Bidder. This authorisation shall consist of a written confirmation and shall be attached to the Bidders' Information Form which is part of Section III. The name and position held by each person signing the authorisation must be typed or printed below the signature. The same person cannot represent more than one bidder for the same contract. All pages of the bid where entries have been made, except for unmodified publications such as the manufacturer's catalogue shall be signed or initialled by the person signing the bid.
- 20.3 Any amendments, interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the person signing the bid.

D. Submission and Opening of Bids

- 21. Submission, Sealing and Marking of Bids**
- 21.1 Bidders may always submit their bids by mail or by hand. The Bidder shall enclose the original and copies of the Bid, including possible alternative proposals, and copies thereof, authorised under ITB 13 in separate and sealed envelopes. The envelopes shall be duly marked as "ORIGINAL," or COPY," as the case may be. These envelopes shall then be enclosed in one single sealed package.
- 21.2 The inner and outer envelopes shall:
- a) Must be addressed to the Purchaser in accordance with IB 23.1;
 - (a) bear the specific identification of this bidding process pursuant to ITB 1.1, and any other identification indicated on the **BDS**;
 - b) bear a warning not to open before the time and date for bid opening pursuant to ITB 26.

The inner envelope shall also bear the name and address of the Bidder.

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

Bids may be submitted electronically if so required by the BDS

- 22. Date and Deadline for Submission of Bids**
- 22.1 Bids must be received by the Purchaser at the address and no later than the date and time indicated in the **BDS**.
- 22.2 The Purchaser, at its discretion, extend the deadline for the submission of bids by amending the Bidding Document in accordance with ITB 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.
- 23. Late Bids**
- 23.1 The Purchaser shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB 23.. Any bid received by the Purchaser after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.
- 24. Withdrawal, Substitution, and Modification of Bids**
- 24.1 A Bidder may withdraw, substitute, or modify its bid after it has been submitted by sending a written notice, duly signed by an authorised representative, and shall include a copy of the authorisation in accordance with ITB 22 , (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:
25. prepared and submitted in accordance ITB 21 and 22 (except that withdrawals notices do not require copies), and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL,” “SUBSTITUTION,” “MODIFICATION; and
26. received by the Purchaser prior to the deadline prescribed for submission of bids, in accordance with ITB 23.
- 26.1 Bids requested to be withdrawn in accordance with ITB 26.1 24.1 shall be returned unopened to the Bidders.
- 26.2 No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Letter of Bid or any extension thereof.
- 27. Bid Opening**
- 27.1 The Contracting Authorities Procurement Committee shall conduct the bid opening in public, and at the address, date and time specified in the **BDS**. The representatives of Bidders present shall be required to sign a register as proof of their presence.
- 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 authorisation to request the withdrawal and is read out at bid opening. Next, envelopes marked “REPLACEMENT” 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 authorisation 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 authorisation to request the modification and is read out at bid opening. Only bids that are opened and read out at bid opening shall be considered further.

- 27.3 The Purchaser shall open all other envelopes one at a time and read out: the name of the Bidder, the Bid Price(s), any discounts and their application methodology, alternative bids, the presence or absence of a bid security or Bid-Securing Declaration; and any other details as the Purchaser may consider appropriate. Only discounts and alternative bids 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 24.1. All pages of the bid and Price Schedules shall be endorsed by the members of the Procurement Committee present at the opening ceremony.
- 27.4 Immediately after completion of the bid opening, the Procurement Committee shall prepare a record of the bid opening session, indicating the information read aloud. A copy of the report shall be distributed to all bidders who submitted bids within the deadline.

E. Examination of Bids

- 28. Confidentiality**
- 28.1 No information relating to the examination, evaluation, comparison of bids, checking of Bidders' qualification and recommendation for award of the Contract shall be disclosed to Bidders or to any other person not concerned with the said procedure until the award of the Contract has been made public.
- 28.2 Any attempt by a Bidder to influence improperly the Purchaser in the evaluation, evaluation or comparison of the bids and checking of Bidders' qualification or Contract award decisions may result in the rejection of its bid.
- 28.3 Notwithstanding the provisions of ITB 27.2, 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.

- 29. Clarification of Bids**
- 29.1 To assist in the examination, evaluation, and comparison of the bids, and qualification of the Bidders, the Purchaser may, at its discretion, request any Bidder for a clarification of its bid, allowing a reasonable time for response. 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 30.
- 30. Determination of Responsiveness**
- 30.1 The Purchaser's determination of a bid's responsiveness shall be based on the contents of the bid itself.
- 30.2 A substantially responsive bid is one that meets the requirements of the Bidding Document without material deviation, reservation, or omission. Material discrepancies or omissions are those:
- a) affect in any substantial way the scope, quality, or performance of the Requirements as specified in the Contract; or
 - b) limit in any substantial way, inconsistent with the Bidding Document, the Purchaser's rights or the Bidder's obligations under the proposed Contract; or
 - c) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive bids.
- 30.3 If a bid is not substantially responsive to the requirements of the Bidding Document, it shall be rejected by the Purchaser and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.
- 31. Unresponsiveness, errors and omissions**
- 31.1 Provided that a bid is substantially responsive, the Purchaser may waive any quantifiable nonconformity or omission in the bid that does not constitute a material deviation, reservation or omission as regards the bid conditions.
- 31.2 Provided that a bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the bid related to documentation requirements. Such nonconformities 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.

31.3 1.1 If a bid is responsive, the Purchaser will correct arithmetical errors on the following basis:

- a) If there is a discrepancy between the unit price and the total price obtained by multiplying the unit price by the quantities, the unit price shall prevail and the total price shall be adjusted, unless, in the opinion of the Purchaser, the decimal point in the unit price is obviously misplaced, in which case the total price quoted shall prevail and the unit price shall be adjusted.
- b) If the total obtained by adding or subtracting the subtotals is not correct, the subtotals shall prevail and the total shall be corrected; and
- c) If there is a discrepancy between the price stated in words and in figures, the amount in words shall prevail, unless such amount is related to an arithmetical error, in which case the amount in figures shall prevail subject to (a) and (b) above.

31.4 If the Bidder with the lowest evaluated bid does not accept the corrections made, its bid will be disqualified and its bid security may be forfeited.

32. Preliminary inspection of bids

32.1 The Purchaser shall inspect the bids to ensure that all documents and technical documentation requested under ITB 11 have been provided and are complete.

32.2 The Purchaser shall confirm that the following documents and information are included in the bid. Where any of these documents or information are missing, the bid may be rejected at the discretion of the Purchaser:

- a) the Bid Submission Form, in accordance with ITB 12.1.
- b) the Price Schedule, in accordance with ITB 12.2.
- c) the power of attorney authorizing the signatory to commit the Bidder, in accordance with ITB 21.2.

33. Examination of conditions, Technical

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

33.2 The Purchaser shall examine the technical aspects of the bid submitted in accordance with ITB 17 to confirm that all requirements of Section VI: Bill of Quantities, Delivery Schedule, Technical Specifications. Drawings and Inspections and Tests of the

- evaluation** Tender Documents have been met without any material deviation, reservation, or omission.
- 33.3 If, after examination of the terms and conditions of the bid and the technical evaluation, the Purchaser concludes that the bid is non-responsive in accordance with IB 29, it will reject the bid in question.
- 34. Bid Evaluation**
- 34.1 The Purchaser shall evaluate each bid that it has determined at this stage of the evaluation to be responsive.
- 34.2 The Purchaser shall use the criteria and methodologies indicated in this Clause. No other evaluation criteria or methodologies shall be permitted.
- 34.3 In evaluating a bid, the Purchaser shall consider the following:
- a) The Purchaser shall use the criteria and methodologies indicated in the **BDS** to evaluate, per article, per lot, the price of the offer indicated in accordance with ITB ;
 - b) adjustments to the price to correct arithmetical errors pursuant to ITB 30.3;
 - c) adjustments to the price due to discounts offered pursuant to ITB 14.4;
 - d) adjustments, as specified in the **BDS**, as a result of the use of the evaluation factors, methods and criteria selected;
 - e) adjustments due to the application of a preference margin, if any, in accordance with ITB 34.
- 34.4 In evaluating the bid price, the Purchaser may also need to consider factors other than the bid price quoted pursuant to ITB 14, including the characteristics and performance of the Goods and Services and their terms and conditions of purchase. The factors selected, if any, will be expressed in monetary terms to facilitate comparison of bids. The factors to be used and the method of application shall be as specified in ITB 33.3 (d).
- 34.5 34.5 Where provided for in the **BDS**, these Bidding Documents allows Bidders to quote prices for different lots separately and allows the Purchaser to award one or more lots to one or more Bidders. The evaluation method for determining the lowest priced bid combination, taking into account any discounts offered in the bid submission letter, will be stated in the **BDS**.
- 35. Margin of** 35.1 For contracts awarded through international competitive bidding, preference shall be given to bidders from ECOWAS Member Countries and to candidates whose bids include only products

preference manufactured in the ECOWAS region, over bidders from outside the Community, provided that their bids are not more than fifteen (15) percent higher than the lowest bidder.

35.2 For the purpose of granting a margin of preference to products manufactured in the ECOWAS region, the Purchaser shall classify the bid in one of the following two groups:

(a) **(a) Group A:** Bids proposing products manufactured in the ECOWAS region, if the Bidder establishes to the satisfaction of the Purchaser that: (i) the cost of labour, raw materials and components from ECOWAS countries, represent more than thirty percent (30%) of the pre-tax price of the goods on offer, and (ii) the firm in which the goods are to be manufactured or assembled, has been manufacturing or assembling identical goods at least since the date of submission of the bids **Group A:**

(b) **Group B:** all other bids.

To facilitate this classification by the Purchaser, the Bidder must provide in its bid all the evidence necessary to classify its bid in Group A.

35.3 The Purchaser will first examine the bids to ascertain in which group the Bidders have classified their bids when preparing their bids. It will confirm or modify this classification if necessary.

35.4 All evaluated bids in each group will then be compared with each other to determine the lowest evaluated bid in each group. The lowest evaluated bid from each group will then be compared with the lowest evaluated bid from the other groups. If the comparison results in a Group A Bid being the lowest evaluated Bid, the Bidder that submitted the lowest evaluated Bid will be awarded the contract.

35.5 Where, as a result of the above comparison, the lowest evaluated bid is from Group B, such Group B bid shall be further compared with the lowest evaluated bid from Group A, after adding to the evaluated price of the imported goods on offer in the lowest Group B bid, and for the sole purpose of such further comparison, 15% of the bid price of such goods.1.6

35.6 Where Group A's bid is the lowest evaluated bid in this supplementary comparison, it will be selected. Otherwise, the lowest evaluated bid of Group B, pursuant to the provisions of ITB 34.5, will be selected.

- 36. Comparison of bids** 36.1 Subject to ITB 33, the Purchaser shall compare all substantially responsive bids to determine the lowest evaluated bid.
- 37. Post Verification of Bidder's Qualifications** 37.1 The Purchaser will ensure that the Bidder selected for having submitted the lowest evaluated bid that substantially complies with the provisions of the bidding documents is qualified to perform the Contract satisfactorily. The Purchaser reserves the right to accept minor deviations from the requirements for qualification if they do not materially affect an Bidder's ability to perform the Contract.
- 37.2 This determination will be based on a review of the Bidder's qualifications submitted by the Bidder pursuant to ITB 18.
- 37.3 Award of the Contract to the Bidder shall be subject to the successful completion of this determination. Otherwise, the bid shall be rejected and the Purchaser will proceed to examine the second lowest evaluated bid to determine in the same manner whether the Bidder is capable of performing the Contract satisfactorily.
- 38. Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids** 38.1 The Purchaser shall reserve 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.
- 38.2 The Purchaser shall inform candidates, in writing, of the reasons for not awarding or notifying the contract or for re-opening the procedure, within five (5) working days of receipt of the request.

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 most economically advantageous and is substantially responsive to the Bidding Document, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.
- 40. Right of Purchaser to Change Quantities at the Time of Awarding the Contract** 40.1 At the time of award of the contract, the Purchaser shall have the right to increase or decrease the quantity of goods and related services originally specified in Section IV, provided that such change does not exceed the percentages specified in the **BDS**, and without any change in the unit prices or other terms and conditions of the bid and the bidding documents.

- 41. Signing of Contract**
- 41.1 Promptly upon notification, the Purchaser shall send the successful Bidder the Contract Agreement and the Particular Conditions of Contract (PCC).
- 41.2 Within fourteen days (14) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Purchaser.
- 42. Notification of Award**
- 42.1 Prior to the expiration of the period of bid validity, the Purchaser shall notify the successful Bidder, in writing, that its bid has been accepted. The notification shall be by delivery to the successful bidder against a receipt or by registered mail with acknowledgement of receipt or by any other means possible to be dated. The date of notification is that of the receipt or the notice of receipt.
- 42.2 Unless otherwise provided in the contract, the date of notification shall be the starting point for the contractual execution periods of the contract. The contract shall not be binding on the successful bidder until the date of its notification.
- 43. Performance Security**
- 43.1 Within fourteen (14) days of the receipt of notification of award from the Purchaser, the successful Bidder shall furnish the performance security in accordance with the **GCC** (General Conditions of Contract) using for that purpose the Performance Security Form included in Section VII.
- 43.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award. 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.
- 44. Bidders' Information**
- 44.1 Promptly upon approval of the proposal for award, the Purchaser shall notify the other Bidders of the rejection of their bids,
- 44.2 Such notice shall contain, at a minimum: (i) the identification of the invitation for bids and of each lot, where applicable; (ii) the name of the Bidder whose bid has been selected; and (iii) the amount of the contract awarded.
- 44.3 Any Bidder that has submitted an unsuccessful bid may ask the Purchaser in writing for an explanation as to why its bid was rejected. The Purchaser shall respond in writing to the Bidder within five (5) working days of receipt of its request.
- 44.4 Within fifteen (15) days following notification of the contract, the Purchaser shall publish a notice of final award on EBID's website at

www.bidc-ebid.org. This notice shall contain the same information indicated in Article 43.2 above.

- 45. Appeal**
- 45.1 All Bidders have the right to appeal. The appeal shall consist of a compulsory submission of an informal appeal by means of a written notification indicating the references of the contract award procedure and setting out the grounds for the complaint by registered letter with acknowledgement of receipt or delivered against a receipt, to the contract awarding authority . This appeal may concern the decision to award or not to award the contract, the conditions for publication of the notices, the rules relating to the participation of bidders and to the capacities and guarantees required, the method of award and the selection procedure adopted, the compliance of the bidding documents with the regulations, the technical specifications adopted and the evaluation criteria. The complaint must be based on a clear breach of the public procurement regulations. It must be exercised within five (5) clear working days from the publication of the provisional contract award notice, the or the communication of the bidding documents.
- 45.2 The Purchaser shall respond to the complaint within five (5) working days, failing which the complaint shall be deemed to have been rejected.
- 45.3 In the absence of a favourable response to the appeal, the appellant shall have five (5) working days from the receipt of the reply from the Purchaser or from the expiry of the period of five (5) days mentioned in ITB 44.2 above to submit an appeal to the Internal Dispute Resolution Committee, chaired by the President of EBID or his representative.
- 45.4 The appeal to the Dispute Resolution Committee shall be made by written notification. The appeal shall be admissible only if it is based on a serious violation of public procurement regulations and is accompanied by a document certifying the payment of a deposit, the amount of which is fixed by decision of the President of EBID. BIDC.

Section II - Bid Data Sheet (BDS)

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

[Instructions for completing the Bid Data Sheet are provided, as needed, in the notes in italics mentioned for the relevant ITB.]

A. Introduction	
ITB 1.1	The reference number of the N°AO/007/2021/07/DASG/ DSG/ICM
ITB 1.1	The Purchaser is : EBID
ITB 1.1	The number and identification of lots (contracts) comprising this PR is: ____ <i>The bidding documents consist of a single lot</i> .
ITB 2.1	Source of funding the contract: EBID Budget _____ _____
ITB 4.1	The (was/was not) preceded by a prequalification exercise.
B. Contents of the bidding documents	
ITB 7.1	For Clarification of Bid purposes only, the Purchaser's address is: <i>Attn : The Director of Administration and General Services</i> <i>Adresse : ECOWAS Bank for Investment and Development, 128, boulevard du 13 janvier, Director of Administration and General Services, room 505 D, located on the 5th floor of the building.</i> <i>P.O Box: 2704 Lomé-Togo</i> <i>Telephone Number: +228 22216864</i> <i>Facsimile Number: +22822218684</i> <i>E-Mail : secretariatdasg@bidc-ebid.org</i>
C. Preparation of Bids	

ITB 11.1 (g)	<p>The Bidder shall attach the following other documents to its bid:</p> <ul style="list-style-type: none"> - A copy of the trade or company register. - A copy of the certificate of solvency of less than six (6) months; - Copies of certificates of satisfactory performance for similar contracts executed in the last five (5) years; - Copies of the resumes of the contractors; - Color brochures of the proposed equipment; - The estimated delivery schedule <p>Une copie du registre de commerce ou des sociétés ;</p> <p>NB/ Prior to the signing of the contract, the successful bidder shall be required to provide a copy of the certificate of management liability insurance as well as that of the tax clearance certificate, valid until the last expired term.</p>
ITB 13.1	Alternative Bids shall not be considered.
ITB 14.6 (a)	Place of destination: EBID Headquarters
ITB 14.7	Prices quoted by the Bidder <i>shall be fixed</i> .
ITB 17.3	The period of use of the goods shall be at least five (5) years
ITB 18.1(a)	Manufacturer's Authorisation shall be required.
ITB 18.1 (b)	After sales service is not required.
ITB 19.1	The validity period of the bid will be 120 days
ITB 20.1	Bid bond is not required
ITB 20.2	The bidding documents can be downloaded free of charge from EBID's website
ITB 21.1	In addition to the original bid, the number of copies required is : 5 copies
D. Submission and Opening of Bids	
ITB 22.2 (b)	The inner and outer envelopes shall bear the following additional identifications: N°AO/007/2021/07/DASG/ DSGPICM for the supply and installation of office furniture for EBID. To be opened only by the bid opening committee.
ITB 23.1	For bid submission purposes only, the Purchaser's address is:

	<p>Attention : <i>The Director of Administration and General Services</i></p> <p>Adresse: <i>128, Boulevard du 13 janvier</i></p> <p>P.O.Box : <i>2704 Lomé -Togo</i></p> <p>Deadline for submission of bids:</p> <p>Date : DECEMBER 10, 2021</p> <p>Time : 9.30 am</p>
ITB 26.1	<p>The bid opening shall take place at:</p> <p>Address: <i>EBID Dome</i></p> <p>Date : DECEMBER 10, 2021</p> <p>Time: 9.30 am</p>
E. Bid Evaluation and Comparison	
ITB 33.3 (a)	<p>The evaluation will be conducted on a lot by lot basis</p> <p>The goods and services constitute a single lot and bids must be for all goods and services.</p> <p>Bids will be evaluated by lot. If a Price Schedule includes an item without providing the price, the price will be considered included in the prices of the other items. An item not listed in the Price Schedule shall be considered as not being part of the bid and, assuming the bid is substantially responsive, the highest price offered for the item by the responsive bidders shall be added to the bid price, and the total bid price so evaluated shall be used for the purpose of comparing bids.</p>
ITB 34.1	<p><i>« A 15% margin of preference will be applied to goods coming from workers' groups, workers' production cooperatives, artisans' groups and cooperatives, artists' cooperatives and individual artisans registered with the Consular Chambers.</i></p>
ITB 34.2	<p><i>« A 15% margin of preference will be applied to goods manufactured within ECOWAS»]</i></p>
F. Award of Contract	
ITB 39.1	<p>The maximum percentage by which quantities may be increased is: <i>between 0 and 30 percent</i> _____</p>

	The maximum percentage by which quantities may be decreased is: <i>between 0 and 30 percent</i> _____
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Section III. Bidding Forms

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Bidder Information Sheet

[The Bidder shall complete the table below in accordance with the instructions in square brackets. The table shall not be altered. No substitutions shall be allowed.]

Date: *[insert the date (date, month, year) of submission of the bid]*
 IB number: *[Insert number of Invitation for Bids]*

1. Bidder's name: <i>[insert Bidder's legal name]</i>	
2. In case of JV, legal name of each member: <i>[insert legal name of each member in JV]</i>	
3. Bidder's actual or intended country of registration: <i>[insert actual or intended country of registration]</i>	3.b EANIN (Enterprise and Associations National Identification Number) for bidders based in Togo: <i>[insert the number]</i>
4. Bidder's year of registration: <i>[insert Bidder's year of registration]</i>	
5. Bidder's Official Address in country of registration: <i>[insert Bidder's legal address in country of registration]</i>	
6. Bidder's Authorised Representative Information	
a. Name: <i>[insert Authorised Representative's name]</i> Address: <i>[insert Authorised Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorised Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorised Representative's email address]</i>	
7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i>	
<input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITB 4.1 and 4.2 <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 4.1.	

Bidder's JV Members Information Form

[The Bidder shall complete the table below in accordance with the instructions in square brackets. The table shall not be altered. No substitutions shall be allowed.]

Date: *[insert the date (date, month, year) of submission of the bid]*
 IB number: *[Insert number of Invitation for Bids]*

1. Bidder's name: <i>[insert Bidder's legal name]</i>		
2. Legal name of each member: <i>[insert legal name of each member in JV]</i>		
3. JV Member's actual or intended country of registration: <i>[insert actual or intended country of registration]</i>	3.b EANIN (Enterprise and Associations National Identification Number) for bidders based in Togo: <i>[insert the number]</i>	3.b EANIN (Enterprise and Associations National Identification Number) for bidders based in Togo:
4. JV Member's year of registration: <i>[insert Member's year of registration]</i>		
5. JV Member's Official Address in country of registration: <i>[insert Member's legal address in country of registration]</i>		
6. JV Member's Authorised Representative Information Name: <i>[insert Authorised Representative's name]</i> Address: <i>[insert Authorised Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorised Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorised Representative's email address]</i>		
7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITB 4.1 and 4.2.		

Letter of Bid

[The Bidder shall complete the table below in accordance with the instructions in square brackets. The format of the letter shall not be altered. Any reservation or material deviation, from this format may result in the rejection of the bid.]

Date: *[insert the date (date, month, year) of submission of the bid]*

IB number: *[Insert number of Invitation for Bids]*

Alternative Bid Number: *[insert identification number if this bid is for an alternative bid]*

To : *[insert full name of Purchaser].*

We, the undersigned, declare that:

- a) We have examined and have no reservations to the Bidding Document, including Addenda number *[insert numbers and date of issue of each of the addenda]*
- b) We offer to supply in accordance with the Bidding Documents and the delivery schedule specified in the Bill of Quantities, Delivery Schedule and Technical Specifications, the following Goods and Related Services: *[insert brief description of the Goods and Related Services];*
- c) The total price of our Bid, excluding any discounts offered in item (d) below is: _____
[insert the total bid price in words and figures, indicating the currencies and amounts corresponding to these currencies];
- d) The discounts offered and the methodology for their application are:

[provide details of discounts offered, if any, and the item(s) in the Price Schedule(s) to which they apply]

[also detail the methodology for the application of the discounts, if any].
- e) Our bid shall be valid for the period required under Clause 19 of the Instructions to Bidders from the date fixed for the bid submission deadline in accordance with Clause 23.1 of the Instructions to Bidders; and it shall remain binding upon us and may be accepted at any time before the expiration of that period
- f) If our bid is accepted, we commit to furnish a performance security in accordance with ITB 42 and GCC 17, for the due performance of the Contract;
- g) Our firm, including any subcontractors or suppliers for any part of the Contract, do not fall under the conditions of exclusion in IB 4.2.

- h) We do not have any conflict of interest in accordance with ITB 4.3;
- i) We undertake not to grant or promise to grant to any person involved in any capacity whatsoever in the procurement process any undue advantage, pecuniary or otherwise, directly or through intermediaries, with a view to obtaining the contract, and in general to comply with the principles of transparency and ethics in force in public procurement.
- j) 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.
- k) 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 authorised to sign the bid for and on behalf of _____

Dated on _____ day of _____, _____

Price Schedules for Goods and Services

[The Bidder must fill in all blanks on the Price Schedule forms according to the instructions below. The list of items in Column 1 of the Price Schedule must be identical to the list of Goods and Related Services provided by the Purchaser Section IV].

Price Schedules for Goods

Date: *[insert the date (date, month, year) of submission of the bid]*

IB number: *[Insert number of Invitation for Bids]*

Alternative Bid Number: *[insert identification number if this bid is for an alternative bid]*

1	2	3	4	5	6	7
Item	Description	Date of delivery	Quantity (No of Units)	Unit Price DDP	Total Price per item DDP (.4 x 5)	Cost of Local labour, raw materials and components from Togo or ECOWAS % of Col.5
<i>[insert item reference].</i>	<i>[Insert Identification of the goods to be supplied].</i>	<i>[insert date of delivery]</i>	<i>[insert quantity and identification of the unit measure]</i>	<i>[insert DDP Unit Price for the item]</i>	<i>[insert the total DDP price for the items]</i>	<i>[insert the cost of local labour, raw materials and components from Togo or ECOWAS Member Countries as % of price of item]</i>
				Total price	<i>[insert total price]</i>	

Name of Bidder *[insert name of Bidder]* Signature *[insert signature]*, Date *[insert date]*

Date *[insert date of bid]*

Price Schedule and Timeline for Implementing Related Services

Currency of Bid in accordance with ITB 15						Date: <i>[insert the date (date, month, year) of submission of the bid]</i> IB number: <i>[Insert number of Invitation for Bids]</i> Alternative Bid Number: <i>[insert identification number if his bid is for an alternative bid]</i>
1	2	4	5	6	7	
Item	Description of Services	Date of implementation at final destination	Quantity (No of Units)	Unit Price	Total Price per Article (Col. 5*6)	
<i>[insert item reference]</i>	<i>[Insert the identification of the service]</i>	<i>[insert proposed implementation date]</i>	<i>[insert quantity and identification of the unit measure]</i>	<i>[insert unit price for the item]</i>	<i>[insert total price for the item]</i>	
Total Price					<i>[insert total price]</i>	

Name of Bidder *[insert name of bidder]* Signature *[insert signature]* Date *[insert date]*

Form of Bid Security (guarantee issued by a financial institution) Non applicable

_____ [Bank's Name, and Address of Issuing Branch or Office]

Beneficiary: _____ [Name and Address of Purchaser]

Date: _____

BID GUARANTEE No.: _____

We have been informed that _____ [insert name of the Bidder, which in the case of a joint venture shall be the name of the joint venture (whether legally constituted or prospective) or the names of all members thereof] (hereinafter called "the Bidder") has submitted to you its bid dated _____ (hereinafter called "the Bid") for the execution of _____ [name of contract] under Invitation for Bids No. _____ ("the IFB").

Furthermore, we understand that, according to your conditions, bids must be supported by a bid guarantee.

At the request of the Bidder, we _____ [name of Bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of _____ [amount in figures] (_____) [amount in words].

Your demand for payment shall be accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions or has been sanctioned for misconduct in connection with the procurement process/

- (a) if it fails to accept the changes to its bid because of the correction of calculation errors; or
- (b) has withdrawn its Bid during the period of bid validity specified by the Bidder in the *Letter of Bid*; or
- (c) having been notified of the acceptance of its Bid by the Purchaser during the period of bid validity,
 - (1) fails or refuses to execute the Contract Form, if required, or
 - (2) fails or refuses to furnish the performance security, in accordance with **ITB**.
- (d) where it is sanctioned by the Dispute Resolution Committee or a competent administrative court, leading to the forfeiture of the guarantees it has provided in connection with the award of the contract,

This guarantee will expire: (a) if the Bidder is the successful Bidder, upon our receipt of copies of the Contract agreement signed by the Bidder and the performance security issued to the Beneficiary in relation to such Contract agreement; or (b) if the Bidder is not the successful Bidder, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Bidder of the results of the Bidding process; or (ii) twenty-eight (28) days after the end of the Bid Validity Period.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

This guarantee is subject to the Uniform Rules of the International Chamber of Commerce on Demand Guarantees, ICC Publication No. 458.

This guarantee is issued under approval n°..... of the Ministry of Economy and Finance which expires on

Name: [full name of signatory] Title [legal capacity of signatory].

Signed [signature of person whose name and title appear above]

The Bidder requires the Manufacturer to prepare this letter in accordance with the information in brackets. This letter of authorisation must be on the Manufacturer's letterhead and must be signed by a person duly authorised to sign documents that bind the Manufacturer. The Bidder must include this letter in the tender], if required in the TDS.

Date *[insert date (day, month, year) of submission of the bid]*.

Invitation to Bid number: *[insert name and number of the Invitation to Bid]*.

Variant number: *[insert identification number if this bid is presented as a variant]*

A: *[insert full name of Contracting Authority]*

WHEREAS:

[insert full name of Manufacturer] is a reputable manufacturer of [indicate goods produced] having our factories at [] [indicate full address of factory].

Do hereby authorise *[insert full name of the Bidder]* to submit a bid, and eventually sign a contract with you for bid number *[insert bid number]* for these goods manufactured by us.

We confirm our full warranty and guarantee as per Clause 27 of the General Conditions of Contract for the goods offered by the above company for this bid.

Name *[insert full name of the person signing the authorisation]*

As *[indicate capacity of signatory]*

Signature *[insert signature]*

Duly authorised to sign the authorisation for and on behalf of *[insert full name of Manufacturer]*

Dated _____ day of _____ *[Insert date of signature]*

Model commitment to the Charter of Transparency and Ethics in Public Procurement

A : *[name and address of the Contracting Authority]*.

Dear Sir/Madam,

Having considered, with a view to submitting our proposal for *[insert subject of consultation or contract here]*, we, the undersigned, are committed to the principles and practices of transparency and ethics that govern public procurement.

We are aware that, as a sanction, we may be temporarily or permanently excluded from the public procurement market, in accordance with the regulations, if it is established that we have engaged in one or more of the following practices in the course of the award and execution of the contract :

- Corrupt practices towards public officials in charge of the procurement process;
- fraudulent manoeuvres to win the contract;
- cartel arrangements;
- unjustified withdrawal from the contract if our bid is successful; and
- failure to comply with the commitments we have entered.

We also recognize that these administrative sanctions are without prejudice to the criminal sanctions provided for by the laws and regulations in force.

Please accept, Sir/Madam, the assurance of our highest consideration.

Done on the _____ 20 ____

Signature as

duly authorised to sign the Bidder for and on behalf of *[name of the Bidder or group of companies followed by "jointly and severally"]*

**PART TWO - Conditions for
procurement of goods**

Section IV. Bill of Quantities, Delivery Schedule, Technical Specifications, Drawings, Inspections and Tests

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Notes for the preparation of this Section IV

The Contracting Authority must prepare and include this Section IV in the bid document. This Section includes, as a minimum, a description of the Goods and Services to be provided and the Time Schedule for their delivery.

This Section IV is intended to provide bidders with sufficient information to enable them to prepare their bids efficiently and accurately, particularly the Price Schedules, for which Section III provides standard forms. In addition, this Section IV, used jointly with the Price Schedules (Section III), helps to adjust prices if quantities change at the time of award in accordance with Clause 39 of the Instructions to Bidders (IB).

The date or timing of delivery of the Goods must be carefully specified, considering: (a) the implications of the terms used to define delivery, which are specified in the IB and defined in the International Trade Terms (Incoterms), and (b) the prescribed date, which is the date from which the Contracting Authority's obligations begin (e.g., notification of contract award, signing of contract, opening or confirmation of letter of credit).

1. List of Goods and Delivery Schedule

[The Contracting Authority must fill in this table, excluding the column "Delivery Date offered by the Bidder", which is filled in by the Bidder. The list of items must be identical to the list in the Price Schedule, Section III].

Item Number	Description of Goods	Quantity (No. of units)	Unit	Unit Site (project) or Final Destination as indicated in the TDS	Date of delivery		
					Earliest delivery date	Latest Delivery Date	Delivery date proposed by the Bidder <i>[to be indicated by the Bidder]</i>
	<i>[Insert description of the Goods]</i>	<i>[insert quantity of items to be supplied].</i>	<i>[insert unit of measurement]</i>	<i>[insert place of final delivery, according to the TDS.</i>	<i>[insert date].</i>	<i>[insert date].</i>	<i>[insert the date proposed by the Bidder]</i>

2. List of Related Services and Timeframe

[This table is completed by the Contracting Authority. The dates for the performance of the services must be realistic, and consistent with the delivery dates]

Item number Service.	Description of the Service	Quantity¹	Physical unit	Site or location where the Services are to be performed	Final date of completion of the Services
<i>[insert the Service number]</i>	<i>[insert description of service]</i>	<i>[insert description of service]</i>	<i>[unit of measurement]</i>	<i>[location of service]</i>	<i>[insert date]</i>

¹If applicable

3. Technical Specifications

The purpose of the Technical Specifications (GCC, if applicable, and SCC) is to define the technical characteristics of the Goods and Related Services required by the Contracting Authority. The Contracting Authority prepares the detailed technical specifications taking into account that:

- *the technical clauses are the benchmark against which the Contracting Authority checks the compliance of bids and then evaluates them. Therefore, well-defined technical clauses facilitate the preparation of compliant bids by the bidders, as well as the preliminary examination, evaluation, and comparison of bids by the Contracting Authority.*
- *the technical clauses require that all goods, as well as the materials of which they are made, are new, unused, of the latest or current design, and include all improvements in design and materials, unless otherwise specified in the contract.*
- *standardisation of technical specifications may be advantageous, depending on the complexity of the Goods and the repetitive nature of the procurement.*
- *- The equipment, material and labour standards specified in the bid documents should not be restrictive. International standards should be used wherever possible. References to brand names, catalogue numbers, or other details that limit materials or items to a particular Manufacturer should be avoided wherever possible. Where unavoidable, such a description of an item should always be accompanied by the words "or substantially equivalent".*
- *The technical clauses should detail the requirements for, among others, the following aspects:*
 - (a) *Material and manufacturing standards required for the production and manufacture of the Goods.*
 - (b) *Details of testing (nature and number);*
 - (c) *Additional ancillary services required to ensure proper delivery/performance;*
 - (d) *Detailed activities to be carried out by the Bidder, and any involvement of the Contracting Authority in these activities;*
 - (e) *List of performance bonds (details) covered by the Guarantee and details of penalties applicable in the event of failure to comply with these performance bonds.*
 - *The technical clauses specify the main technical and operating characteristics required, as well as other requirements, such as maximum or minimum guaranteed values, as appropriate. If necessary, the Contracting Authority may include an ad hoc form (attached to the bid*

letter) in which the Bidder provides detailed information on acceptable or guaranteed values for the operating characteristics.

Where the Contracting Authority requires the Bidder to provide in the bid some or all of the technical clauses, technical documents, or other technical information, the Contracting Authority shall specify in detail the nature and quantity of the information requested, and its presentation in the bid.

[If a summary of the technical clauses is to be provided, the Contracting Authority shall insert the information in the Table below. The Bidder shall prepare a similar table showing that the requirements are met].

Summary of Technical Specifications

The Goods and Related Services shall comply with the following specifications and standards.

Articles (References)	Names of related Goods or Services	Technical specifications and applicable standards
<i>[insert article reference]</i>	<i>[insert name]</i>	<i>[insert article reference [insert requirements and standards]</i>

Detailed technical specifications and standards, if required
[Insert detailed description]

4. Drawings

These bid documents [*insert "includes the following drawings" or "does not include any drawings"*], as appropriate.

[If the bid documents include drawings, please list them in the table below]

List of the drawings		
Numbers	Titles	Objectives

5. Inspections and Tests

The following inspections and tests will be carried out: [*insert list of inspections and tests*]

THIRD PART – Contract

Section V. General Conditions of Contract (GCC)

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General Conditions of Contract (GCC)

- i) Definitions** 1.1 The following terms and expressions shall have the meanings ascribed to them herein :
- a) (a) "Contract" means all the rights and obligations entered into by the parties in respect of the provision of goods and services. The contractual documents and materials are listed in the Contract Agreement.
 - b) "Contract Documents" means the documents referred to in the Contract Agreement, including any amendments thereto.
 - c) "Contract Price" means the amount payable to the Contractor in accordance with the signed Contract Agreement, subject to any additions, changes or deductions from such amount that may be made under the Contract.
 - d) "Day" means a calendar day.
 - e) "GCC" means the General Conditions of Contract.
 - f) "Goods" means all goods, raw materials, machinery and equipment and/or any other materials that the Contractor is required to deliver to the Contracting Authority under the Contract.
 - g) "Contracting Authority" means the entity that is procuring the goods and related services, as identified in the SCC.
 - h) "Related Services" means services related to the supply of the goods, such as insurance, installation, training and initial maintenance, and any similar obligations of the Contractor under the Contract.
 - i) "SCC" means the Special Conditions of Contract.
 - j) (j) "Subcontractor" means any individual, private person or government entity, or any combination thereof, to whom any part of the Goods or Related Services is subcontracted by the Contractor.
 - k) "Supplier" means the natural or legal person to whom the contract is awarded and who is designated as such in the Contract Agreement.
 - l) "Place of Final Destination" means the place specified in the SCC, if any.

m) "ECOWAS" means the Economic Community of West African States

j) Contract documents

- 2.1 Subject to the order of precedence set forth in the Contract Agreement, all documents constituting the Contract (and all parts thereof) shall be interrelated, complementary and mutually supportive. The Contract Agreement shall be read as a whole.
- 2.2 Documents to be issued to the Contractor in case of pledge of the contract.

Upon notification of the contract, the Contracting Authority shall issue to the Contractor, free of charge, against receipt, a certified copy of the Contract Agreement and the other documents referred to in paragraph 2 of the Contract Agreement, excluding the GCC.

The Contracting Authority shall also issue, free of charge, to the Supplier, co-contractors and directly paid subcontractors the documents necessary for them to pledge their claims.

k) Sanctioning misconduct by Bidders or contractors executing government contracts

3.1 EBID requires that Bidders and contractors executing public procurements comply with the strictest rules of professional ethics during the award and implementation of its contracts. The dispute settlement committee may impose sanctions on Bidders and contract holders for violations of the procurement rules. A contractor or contractor holder is liable to such sanctions if they:

- a) granted or promised to grant to any person involved in any capacity in the procurement procedure an undue financial or other advantage, directly or through intermediaries, in order to secure the contract
- b) participated in collusive practices between Bidders in order to set bid prices at artificial and non-competitive levels, thereby depriving the contracting authority of the benefits of free and open competition;
- c) influenced the manner in which the contract was awarded or the terms of the contract so as to gain an unfair advantage;
- d) deliberately provided false or misleading information or statements in their bid which could influence the outcome of the procurement procedure
- e) made payment requests that do not correspond to the services actually provided.

3.2 Violations are recorded by the Dispute Settlement Committee, which carries out all necessary investigations and refers the matter to all competent authorities. Without prejudice to criminal proceedings and

actions for damages suffered by the contracting authority, the following penalties may be imposed, cumulatively as appropriate:

- confiscation of the guarantees provided by the offender in the course of the procurement procedures in which he participated;
- exclusion from the right to compete for public contracts, public service assignments and partnership contracts for a period fixed according to the seriousness of the offence.

In the event of collusion proven by the Dispute Settlement Committee, these sanctions may be extended to any company that owns the majority of the capital of the offending company, or of which the latter is the majority shareholder.

When the violations committed are established after the award of a contract, the sanction pronounced may be coupled with the termination of the relevant contract or the substitution of another company at the expense and risk of the company found in breach.

The offender may appeal to the courts of administrative jurisdiction against the decisions of the Dispute Settlement Committee. This appeal does not have suspensive effect.

1) **Interpretation**

4.1 Where the context so requires, the singular shall refer to the plural and vice versa.

4.2 Incoterms

a) Subject to any inconsistencies with the terms of the Contract, the meaning of a trade term and the corresponding rights and obligations of the parties to the Contract shall be as prescribed by the International Commercial Terms - Incoterms.

b) The terms EXW, CIP, DDP and other similar terms shall be governed by the rules prescribed in the latest edition of Incoterms specified in the SCC and published by the International Chamber of Commerce (ICC) in Paris, France.

4.3 Entire and sole agreements

The Contract represents the entire contractual arrangement between the Contracting Authority and the Contractor concerning the subject matter of the Contract and supersedes all communications and agreements (whether written or oral) between the parties relating to the subject matter of the Contract prior to the date of the Contract.

4.4 Amendments

Amendments to the contract may only come into force if they are in writing, dated, expressly refer to the contract, are signed by a duly authorised representative of each party to the contract and are approved by the competent authority.

4.5 No waiver

- a) Subject to the provisions of GCC Clause 4. 5(b) of the GCC below, no waiver, forbearance, delay or indulgence by either party in enforcing any of the terms and conditions of the Contract, or the granting of any extension of time by either party to the other, shall prejudice, affect or restrict the rights of that party under the Contract; nor shall the waiver by either party of any claim for damages for any breach of the Contract constitute a waiver of any claim for damages for any subsequent or continuing breach of the Contract.
- b) Any waiver of a party's rights, powers or remedies under the contract shall be in writing, shall be dated and signed by an authorised representative of the party granting such waiver, and shall specify the right being waived and the scope of such waiver.

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 the remaining terms and conditions of the contract.

m) **Language**

- 5.1 The contract and all correspondence and documentation relating to the contract between the Supplier and the Contracting Authority shall be in French. Additional documents and printed materials forming part of the contract may be in another language, provided that they are accompanied by a faithful translation into French of the portions deemed relevant by the Contracting Authority. In this case, for the purpose of interpreting the contract, the translation shall be deemed authentic.
- 5.2 The Contractor shall bear all costs of translation into the applicable language and all risks relating to the accuracy of such translation for the documents provided.

n) **Joint-venture**

- 6.1 If the Contractor is a consortium, unless otherwise stipulated in the SCC, all members shall be jointly and severally liable to the Contracting Authority for compliance with the terms and conditions of the Contract and shall designate one or more

members to act as a joint representative with the power to bind the consortium. The composition or constitution of the joint venture may not be changed without the prior written consent of the Contracting Authority.

- o) **Original criteria** 7.1 Unless otherwise provided for in the **SCC**, suppliers involved in projects financed by the budgets of the contracting authorities must be companies from ECOWAS Member States that are duly licensed or exempted from licensing and registered in the trade and personal property credit register or the trade register in ECOWAS countries.
- p) **Notification** 8.1 Any notice sent to either party by the other party under the Contract shall be in writing to the address specified in the **SCC**. The term "in writing" means sent in writing with acknowledgement of receipt.
- 8.2 A notice shall become effective on the date it is given or on its effective date, whichever is later.
- q) **Applicable law** 9.1 The contract shall be governed by and construed in accordance with the laws of Togo (Headquarters of the Bank), unless otherwise specified in the **SCC**.
- r) **Dispute resolution** 10.1 Amicable settlement:
- a) The Contracting Authority and the Supplier shall use all reasonable efforts to settle amicably, through direct and informal negotiations, any dispute that may arise between them or in connection with the Contract.
- b) The Contracting Authority or the Contractor may seek redress through the Dispute Resolution Board. Such recourse shall not result in the termination of the contract.
- 10.2 Contentious appeal:
- a) In the event that the parties fail to resolve their dispute amicably, it shall be referred to the competent Togolese jurisdiction at the initiative of the Contracting Authority or the Supplier, subject to the provisions contained in the **SCC**.
- b) Notwithstanding any reference to litigation, the parties shall continue to perform their respective contractual obligations, unless otherwise mutually agreed, and the Contracting Authority shall pay to the Supplier any sum due to him/her.

- s) **Subject of the Contract** 11.1 The goods and related services under this contract are those listed in Section IV, Schedule of Quantities, Delivery Schedule, Technical Specifications, Drawings, Inspections and Tests.
- t) **Delivery** 12.1 Pursuant to GCC Clause 32.1, delivery of the Goods and performance of the related Services shall be made in accordance with the delivery and completion schedule set forth in the Schedule of Requirements and the Delivery Schedules. The SCC sets forth the details of shipment and will indicate the other items and documents to be provided by the Contractor.
- u) **Responsibilities of the Supplier.** 13.1 The Supplier shall provide all Goods and Related Services included in the subject matter of the Contract pursuant to GCC Clause 11 and the Delivery and Completion Schedule as required under GCC Clause 12.
- v) **Contract price** 14.1 The price charged by the Supplier for the goods delivered and for the related services provided under the contract shall be the same as the price quoted by the Supplier in his bid, except for the price changes authorised in the SCC.
- w) **Payment terms** 15.1 The Contract price shall be settled in accordance with the provisions laid down in the SCC.
- 15.2 The Supplier shall submit a written request for payment to the Contracting Authority, supported by invoices that adequately detail the goods and related services provided, and by documents and materials submitted in accordance with GCC Clause 12, and after having fulfilled all obligations specified in the Contract.
- 15.3 Payments due to the Supplier shall be made promptly by the Contracting Authority, but no later than forty-five (45) days after the invoice or request for payment has been submitted by the Supplier and accepted by the Contracting Authority.
- 15.4 Where the Contracting Authority fails to make any payment due on the day it is due or within the time specified in the SCC, the Contracting Authority shall be liable to pay the Contractor default interest on the amount of the late payment at the rate(s) specified in the SCC for the entire period of delay until the full payment is made whether before or after a judgment or award.
- x) **Taxes and duties** 16.1 The prices will be denominated in FCFA less customs duties and taxes or in US dollars. In accordance with the Headquarters Agreement between EBID and the Republic of Togo, all acquisitions are exempted from all duties and taxes, with the exception of postage stamp and statistical tax.

- 16.3 If the Contractor is entitled to tax exemptions, reductions, reliefs or privileges, the Contracting Authority shall ensure to the best of its ability that the Contractor benefits from them.
- y) Performance guarantee**
- 17.1 Within fourteen (14) days of receipt of notification of the award of the Contract, the Contractor shall provide a performance security in the amount specified in the SCC.
- 17.2 The performance security shall be payable to the Contracting Authority as compensation for any loss resulting from the failure of the Contractor to perform all his obligations under the Contract.
- 17.3 The performance security shall be in one of the forms set forth by the Contracting Authority in the SCC or in any other form acceptable to the Contracting Authority.
- 17.4 The Contracting Authority shall release and return the performance security to the Contractor no later than twenty-eight (28) days after the Contractor's obligations under the Contract have been fulfilled, including the security obligations.
- z) Copyrights**
- 18.1 Copyright in all plans, documents and other materials containing data and information furnished to the Contracting Authority by the Contractor shall remain the property of the Contractor or, if provided directly to the Contracting Authority or through the Contractor by a third party, including suppliers of materials, the copyright in such materials shall remain in the ownership of such third party.
- aa) Confidential information**
- 19.1 The Contracting Authority and the Contractor shall respect the confidentiality of any documents, data or other information provided directly or indirectly by the other party under the Contract and shall not disclose such information without the written consent of the other party, whether provided before, during or after the performance or termination of the Contract. Notwithstanding the foregoing, the Contractor may make available to its subcontractors any documents, data and other information obtained by the Contractor from the Contracting Authority insofar as may be necessary to enable the subcontractor to perform their services under the Contract, in which case the Contractor shall require such subcontractor to provide an undertaking of confidentiality similar to the undertaking required of the Contractor under GCC Clause 19.
- 19.2 The Contracting Authority shall not use any documents, data or other information received from the Contractor for any purpose other than that of the Contract. Similarly, the Contractor shall refrain from using any documents, data or other information

received from the Contracting Authority for any purpose other than for the execution of the Contract.

19.3 However, the obligation imposed on a party under clauses 19.1 and 19.2 above shall not apply to the following information:

- a) information that the Contracting Authority or the Contractor must share with institutions participating in the financing of the Contract
- b) information that is now or hereafter in the public domain through no fault of the party concerned
- c) information that can be shown to have been in the possession of the party at the time of disclosure and which had not previously been obtained, directly or indirectly, from the other party; or
- d) information legitimately made available to the party concerned by a third party not under a confidentiality obligation.

19.4 The foregoing provisions of GCC Clause 19 shall in no way affect any confidentiality commitments entered by either party prior to the date of the Contract in respect of the whole or any part of the supply.

19.5 The provisions of GCC Clause 19 shall survive the completion or termination of the Contract for whatever reason.

bb) Sub-contracting

20.1 The Supplier shall notify the Contracting Authority in writing of all subcontracts awarded under the Contract if not already specified in the bid. Such notification, in the original Bid or later shall not relieve the Supplier from any of his obligations or liability under the Contract

20.2 Subcontracts shall comply with the provisions of GC Clauses 3 and 7.

cc) Specifications and standards

21.1 Technical specifications and drawings

a) Goods delivered under the Contract and related Services shall comply with the Technical Specifications as specified in Section IV: Schedule of Requirements, Delivery Schedule, Technical Specifications, Drawings, Inspections and Tests, of the bidding document. If no standard is indicated, the standard shall be assumed to be equivalent to or better than the official standards whose application is appropriate in the country of origin of the Goods.

b) The Supplier shall be entitled to disclaim responsibility for any design study, data, plan, specification or other document, or any

modification thereof, that has been provided or developed by or on behalf of the Contracting Authority, by giving notice of such disclaimer to the Contracting Authority.

- c) 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 technical specifications. During the performance of the Contract, changes in such codes and standards shall be applied only after approval by the Contracting Authority and shall be dealt with in accordance with GCC Clause 32
- dd) Packing and Documents**
- 22.1 The Contractor shall pack the Goods in such manner as is necessary to ensure that they will not be damaged or deteriorated during transportation to their final destination in accordance with the provisions of the Contract. During transportation, the packaging shall be sufficient to withstand rough handling and extreme temperatures, salt and precipitation, and open storage under all circumstances. The size and weight of the boxes shall consider, whenever necessary, the remote nature of the final destination of the Goods and the possible absence of heavy handling equipment at all stages of transport.
- 22.2 The packing, marking, labelling and documentation inside and outside the boxes shall be in strict conformity with the provisions specified in the Contract and any subsequent instructions pursuant to the SCC, and any other instructions issued by the Contracting Authority.
- ee) Insurance**
- 23.1 Unless otherwise specified in the SCC, the Goods delivered under this Contract shall be fully insured in CFAF or in a freely convertible currency against loss or damage resulting from their manufacture or acquisition, transportation, storage and delivery in accordance with the applicable Incoterms or as specified in the SCC.
- ff) Transportation**
- 24.1 Responsibility for the transport of the Goods is assumed by the party designated in the applicable Incoterms.
- gg) Inspections and Tests**
- 25.1 The Supplier shall, at his own expense and at no cost to the Contracting Authority, carry out all tests and/or inspections relating to the Goods and Related Services specified in the SCC.
- 25.2 Inspections and tests may be carried out at the Supplier's or Subcontractor's premises, at the point of delivery and/or final destination of the Goods, or at any other place specified in the SCC. Subject to GCC Sub-Clause 25.3, if the testing and/or inspection takes place at the Supplier's or Subcontractor's premises, all reasonable facilities and assistance, including

- access to drawings and manufacturing information, shall be provided to the inspectors at no cost to the Contracting Authority.
- 25.3 The Contracting Authority or its authorised representative shall have the right to be present at the tests and/or inspections referred to in GCC Clause 25.2, provided that the Contracting Authority bears all costs and expenses incurred in connection therewith, including, but not limited to, all travel, subsistence and accommodation costs.
- 25.4 Whenever the Supplier is ready to conduct such tests and inspections, he shall give reasonable notice to the Contracting Authority of the venue and date of such tests and inspections. The Supplier shall obtain from any third party or manufacturer concerned any authorisation or consent necessary to enable the Contracting Authority or its designated representative to witness the tests and/or inspection.
- 25.5 The Contracting Authority may require the Supplier to carry out tests and/or inspections not specified in the Contract but deemed necessary to verify that the characteristics and performance of the goods conform to the Technical Specifications, codes and standards provided for in the Contract, provided that the reasonable cost to the Contractor of such additional tests and/or inspections shall be added to the Contract Price. In addition, if such tests and/or inspections impede further manufacture and/or prevent the Contractor from fulfilling his other obligations under the Contract, due allowance shall be made for such tests and/or inspections in the delivery dates and completion dates and in the fulfilment of the other obligations so affected.
- 25.6 The Supplier shall provide the Contracting Authority with a report of the results of the tests and/or inspections.
- 25.7 The Contracting Authority may reject any or all goods that are defective or that fail to conform to the Specifications. The Supplier shall either rectify or replace the rejected Goods or make such changes in the Goods as are necessary to bring them into conformity with the Specifications, at no cost to the Contracting Authority, and shall repeat the testing and/or inspection, at no cost to the Contracting Authority, after giving notice thereof in accordance with GCC Clause 25.4.
- 25.8 The Supplier acknowledges that neither the conduct of a test and/or inspection of all or part of the Supply, nor the presence of the Contracting Authority or its authorised representative at a test and/or inspection of the Supply, nor the submission of a

report pursuant to GCC Sub-Clause 25.6, shall relieve the Supplier of any warranties or other obligations under the Contract.

hh) Penalty

26.1 Subject to GCC Clause 31, in the event that the Supplier fails to deliver any or all of the goods or provide any or all of the services within the time specified in the contract, the Contracting Authority may, without prejudice to any other remedies available under the contract, deduct from the contract price, as a penalty a sum equivalent to the percentage stipulated in the SCC of the price of the delayed goods or unperformed related services, for each week or part thereof of delay until actual delivery or performance, up to a maximum amount corresponding to the percentage of the contract price specified in the SCC. When this maximum is reached, the Contracting Authority may terminate the Contract pursuant to GCC Clause 34.

ii) Warranty

27.1 The Supplier warrants that all the goods are new, unused, and of the latest or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract

27.2 Subject to GCC Clause 21.1(b), the Supplier further warrants that the goods shall be free from all defects arising from any act or omission of the Supplier or arising from faulty design, materials and workmanship, such as to prevent their normal use under the conditions prevailing in Togo (Bank's Headquarters).

27.3 Unless otherwise provided in the SCC, the warranty shall remain valid for twelve (12) months after delivery of all or part of the goods, if any, to their final destination as specified in the SCC, as specified in the Contract.

27.4 The Contracting Authority shall notify the Supplier of any claim as soon as possible after the defects are discovered, giving details of the defects and providing the available evidence. The Contracting Authority shall afford all reasonable opportunity for the Supplier to inspect such defects.

27.5 Upon receipt of such notice, the Supplier shall, within the period specified in the SCC for that purpose, repair or replace the defective goods or parts at no cost to the Contracting Authority.

27.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the SCC, the Contracting Authority may, within a reasonable time, at the Supplier's risk and expense, take any necessary remedial action, without prejudice to any other

remedies available to the Contracting Authority against the Supplier.

jj) Patents

28.1 The Supplier shall, subject to the Contracting Authority's compliance with GCC Clause 28.2, indemnify and hold harmless the Contracting Authority, its employees and officers from and against any and all suits, damages, claims, losses, penalties and costs of any nature, including attorney's fees and expenses, which the Contracting Authority may suffer as a result of any infringement or alleged infringement of any patent, trademarks, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:

- a) the installation of the goods by the Supplier or the use of the goods in Togo (Headquarters of the Bank); and
- b) the sale in any country of products produced with the goods.

This indemnity obligation shall not cover any use of the goods or any part thereof for any purpose other than as specified in the Contract or as may reasonably be inferred therefrom, in accordance with the Contract.

28.2 If any proceedings are brought or any claim is made against the Contracting Authority arising out of the matters referred to in GCC 28.1, the Contracting Authority shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and on behalf of the Contracting Authority, conduct such proceedings or claim and enter any negotiations with a view to settling the same.

28.3 If the Supplier fails to notify the Contracting Authority within twenty-eight (28) days of receipt of the notice that it intends to pursue such proceedings or claim, the Contracting Authority shall be free to do so on its own behalf.

28.4 The Contracting Authority shall, at the Supplier's request, provide the Supplier with all available assistance in conducting such proceedings or settlement of the claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.

28.5 The Contracting Authority shall indemnify and hold harmless the Contractor, its employees, officers and subcontractors from and against any and all suits, damages, claims, losses, penalties and costs of any kind, including attorneys' fees, whether such suits are brought against the Supplier or whether such costs are borne by the Supplier, as a result of any actual or alleged infringement

of any patent, registered design, trademark, copyright or intellectual property rights registered or existing at the date of the Contract, in respect of any plans, data, drawings, specifications or other documents or materials supplied or developed by or on behalf of the Contracting Authority.

- kk) Limitation of liability**
- 29.1 Except in cases of gross negligence or wilful misconduct:
- a) Neither party shall be liable to the other for any indirect or consequential loss or damage, loss of use, loss of production or loss of profit or financial loss, provided that this exception shall not apply to any obligation of the Supplier to pay contractual penalties to the Contracting Authority;
 - b) The aggregate liability of the Supplier to the Contracting Authority under the Contract, or under civil or other liability, shall not exceed the Contract Price, provided that this limitation of liability shall not apply to the cost of repairing or replacing defective equipment or to the Supplier's obligation to indemnify the Contracting Authority for patent infringement.
- ll) Change in laws and regulations**
- 30.1 If, within less than twenty-eight (28) days prior to the date of bid submission, EBID adopts a new procurement policy contrary to the provisions hereof (including any change in the interpretation or application of the same by the relevant authorities) in a manner that affects the delivery date and/or Contract price, such delivery date and/or Contract price shall be revised upward or downward as the case may be, to the extent that the Supplier has been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, the cost supplement or reduction shall not be paid or credited separately if such supplement or reduction has already been taken into account in the price adjustment provisions as appropriate, pursuant to GCC Clause 14.
- mm) Force majeure**
- 31.1 The Supplier shall not be liable for forfeiture of its performance security, or termination of the contract 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.
- 31.2 For the purposes of this Clause, the term "Force Majeure" means an event beyond the control of the Supplier, which is not attributable to its fault or negligence and which is unforeseeable and unavoidable. Such events may include, but are not limited to, acts of the Contracting Authority under the sovereignty of the State,

wars and revolutions, fires, floods, epidemics, quarantine and cargo embargoes.

31.3 In the event of Force Majeure, the Supplier shall promptly notify the Contracting Authority in writing of such condition and the cause thereof. Unless otherwise directed in writing by the contracting authority, the Supplier shall continue to fulfil its contractual obligations to the extent possible and shall endeavour to continue to fulfil those obligations the performance of which is not impeded by the Force.

nn) Change Orders and Contract Amendments

32.1 The Contracting Authority may at any time request the Supplier through notice in accordance with GCC Clause 8, to make changes within the general framework of the Contract in one or more of the following:

- a) plans, designs or specifications, where the goods to be delivered under the Contract are to be specially manufactured for the Contracting Authority;
- b) the method of shipment or packaging;
- c) the place of delivery ; and
- d) the related services to be provided by the Supplier.

32.2 If any of the above changes result in an increase or decrease in the cost or time required by the Supplier to perform any part of the Contract, the Contract Price and/or the Delivery/Performance Schedule shall be equitably adjusted and the Contract amended accordingly. Any request by the Supplier for an adjustment under this clause must be made within twenty-eight (28) days from the date of receipt by the Supplier of the Change Order issued by the Contracting Authority.

32.3 Prices to be charged by the Supplier for any Related Services that might be required 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.

32.4 Subject to the above, no variation in, or modification of, the terms of the Contract shall be made except by written agreement signed by the Parties.

oo) Extension of time

33.1 If at any time during the performance of the Contract, the Contractor or its subcontractors encounter a situation that prevents them from delivering the Goods or providing the related

services within the time specified in GCC Clause 12, the Supplier shall promptly notify the Contracting Authority in writing of the delay, its probable duration and the reason. As soon as practicable after receipt of the notification from the Supplier, the Contracting Authority shall assess the situation and may, at its discretion, extend the time for the Supplier to perform the Contract, in which case the extension will be confirmed by the parties by way of an amendment to the Contract.

33.2 Except in the case of force majeure referred to in GCC Clause 31, a delay on the part of the Supplier in the performance of its delivery shall render the Supplier liable to the penalties set forth in GCC Clause 26, unless an extension of time has been granted pursuant to GCC Clause 33.1.

pp) Termination

34.1 Termination for default

- a) The Contracting Authority, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:
 - i) (i) in the event that the Supplier fails to deliver all or part of the goods within the time specified in the Contract or within the time extended by the Contracting Authority pursuant to GCC Clause 33; or
 - ii) if the Supplier fails to deliver any or all of the goods within the period specified in the Contract.
- b) (b) The Contracting Authority may terminate the contract for failure on the part of the Supplier to comply with its obligations under GCC Clause 34.1(a) only after prior notice has been given and has remained unheeded within the period specified in the notice.
- c) In the event the Contracting Authority terminates the Contract in whole or in part, pursuant to GC Clause 34.1, the Contracting Authority may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Contracting Authority for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue to perform the Contract provided that it is not terminated.

34.2 Termination without compensation

The contract shall be terminated automatically without compensation:

- a) in the event of the death of the natural person the Supplier, if the Contracting Authority does not accept, if at all, the offers that may be made by the heirs for the continuation of the works ;
- b) in the event of bankruptcy, if the Contracting Authority does not accept, should the trustee be authorised by the court to continue operating the company, the offers which may be made by the trustee for the continuation;
- c) in the event of liquidation of assets or judicial settlement, if the Supplier is not authorised to continue the operation of its business.

In the cases referred to in paragraphs b) and c) above, any precautionary or safety measures which appear to be urgent, pending a final judgment by the court, shall be taken ex officio and imposed on the Supplier.

1.3 Termination for convenience

- a) The Contracting Authority may at any time terminate the contract in whole or in part by giving written notice to the Supplier where the performance of the contract has become unnecessary or unsuitable having regard to the requirements of the public service. The notice of termination shall specify that the termination is unilateral for convenience, the extent to which the performance of the tasks stipulated in the Contract is terminated and the date on which the termination takes effect.
- b) 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 Contracting Authority at the Contract terms and prices. For the remaining Goods, the Contracting Authority may elect:
 - i) to have any portion completed and delivered at the Contract terms and prices; and/or
 - ii) (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, and in such case, the Contracting Authority shall pay the Contractor a termination fee equal to five (5) percent of the value of the cancelled goods.

- qq) Assignment** 35.1 Unless it receives the prior written consent of the other party, neither the Contracting Authority nor the Supplier shall assign, in whole or in part, its contractual obligations under the Contract.

Section VI. Special Conditions of Contract (SCC)

The Special Conditions of Contract (SCC) set out the General Conditions of Contract (GCC). Where there is a contradiction, the following clauses shall prevail over the GCC clauses.

[The Contracting Authority shall select and insert the appropriate text using the examples provided below or acceptable alternative text; and delete the text in italics]

GCC 1.1 (g)	The Contracting Authority is: <i>[insert full name and contact details]</i> _____
GCC 1.1 (m)	The venue(s) of final destination(s) is/are : <i>[insert name(s)]</i> _____
GCC 4.2 (b)	Trade terms shall have the meaning prescribed by Incoterms (2010 version)
GCC 6.1	<p><i>« Bidders for government contracts may form a consortium to compete for government contracts in the form of a joint venture or a group of companies, as long as they comply with the rules that promote competition.</i></p> <p><i>The members of the consortium are joint when each of the members undertakes to perform one or more parts of the contract identified as to their nature and price without incurring any responsibility for the performance of the other parts of the contract. The members of the consortium are jointly and severally liable when each of the members is committed to performing the entire contract. »</i></p> <p><i>In general, the Contracting Authority would prefer a joint and several consortium, and there would be no need to amend the GCC.</i></p>
GCC 7.1	<i>[Where, by virtue of a financing agreement, specifically, the initial criteria are different from those set out in the GCC, the applicable criteria should be indicated here, otherwise do not amend the GCC]</i>
GCC 8.1	<p>For the purposes of notification, the Contracting Authority's address shall be:</p> <p>To : <i>[insert name of the person responsible for the Contract]</i> _____</p> <p>Address : <i>[insert full address]</i>_____</p> <p>Telephone : <i>[insert number]</i>_____</p> <p>Fax : <i>[insert number]</i>_____</p> <p>E-mail address : <i>[insert email address]</i>_____</p>

GCC 10.2	<p>[Note : <i>Disputes shall be referred to the competent court by default. However, if the Contracting Authority is a State Company or a Public Limited Company with majority shareholding, it may insert an arbitration clause. Adopt the following provision to this effect]</i></p> <p><i>"(a) GCC Sub-Clause 10.2 (a) is amended to read as follows: Where the parties have failed to resolve their dispute amicably, the dispute shall be referred to the ICC.</i></p>
GCC 12.1	<p>Details of the shipping documents and other documents to be provided by the Supplier are:</p> <p><u>For Goods supplied from outside the country of the purchaser:</u></p> <p>(IPC terms)</p> <p>At the time of shipment, the Supplier shall notify the Purchaser and the insurance company in writing of the full details of the shipment, including the Contract number, description of the Goods shipped, quantity, vessel, bill of lading number and date, port of discharge, etc. The Supplier shall send to the Purchaser by fax, e-mail or courier the following documents, with a copy to the insurance company:</p> <p>Copy of the Supplier's invoice indicating the description, quantity, unit price and total amount of the goods shipped;</p> <p>Original and three (3) copies of negotiable bill of lading, shipped, unreserved (<i>B/L, on board, clean</i>) marked "freight paid" and three (3) copies of non-negotiable bill of lading ;</p> <ul style="list-style-type: none"> (a) three (3) copies of the packing list detailing the contents of each box; (b) insurance certificate, showing the Purchaser's name as beneficiary; (c) manufacturer's or Supplier's Certificate of Warranty; (d) inspection certificate, issued by the appointed inspection agency and inspection report of the Supplier's factory; (e) certificate of origin (e) certificate of origin; and <p>any other contract-specific documents required for delivery or payment purposes:</p>

	<p>The above documents must be received by the Contracting Authority at least one week before the arrival of the goods at the port or the date of delivery at the final destination.</p>
<p>GCC 14.1</p>	<p>Price of goods and related services performed [insert "shall be firm" or "shall be adjustable"].</p> <p>The amount of a firm price contract may be updated to reflect changes in costs between the deadline for the validity of bids and the date of commencement of performance of the contract by applying the following discount formula to the original bid amount :</p> $P_1 = (a + \frac{bL_1}{L_0} + \frac{cM_1}{M_0}) - P_0$ <p>In which:</p> <p>P_1 = adjustment amount. P_0 = P Contract Price (base price). a = estimated percentage of the labour element in the Market Price. $b, c,$ = estimated percentages of specific materials in the Market Price. L_0, L_1 = labour cost indices applicable to the appropriate industry on the closing date for the validity of tenders and on the price update date, respectively. Mb_0 et Mb_1, Mc_0 et $Mc_1,$ etc... = price indices for the main basic materials at the deadline for the validity of tenders and at the price update date, respectively.</p> <p>The aggregate of elements $a, b, c,$ etc. must always be equal to one (1) in each case where the formula is used.</p> <p>The price discount date is the date on which the final contract award notification is made.</p>
<p>GCC 15.1</p>	<p>Examples</p> <p>GCC Sub-Clause 15.1: The method and conditions of payment of the Supplier under this contract shall be :</p> <p>Payment for goods from abroad :</p> <p>Payment shall be made as follows:</p> <ol style="list-style-type: none"> i) Advance Payment: Ten (10) percent of the Contract Price shall be paid within 30 days of signing the Contract, against a demand for payment, and a bank guarantee (i) of an equivalent amount (ii) valid until delivery of the Goods and (iii) in the standard format provided in the bidding document or other format acceptable to the Contracting Authority.

	<p>ii) At shipment: eighty (80) percent of the Contract Price of the shipped goods shall be paid by confirmed and irrevocable letter of credit opened in the name of the Supplier in a bank in the Supplier's country, against the provision of the documents specified in GCC Clause 12.</p> <p>iii) On delivery: the balance of ten (10) percent of the Contract Price of the goods delivered shall be paid within thirty (30) days of receipt of the goods, against a claim for payment supported by a statement of receipt issued by the Contracting Authority. A security deposit of 5% shall be applied to fixed assets. The release of this guarantee will take place 28 days after the signing of the final handover report without reservations. This deposit may be released early against the provision of a bank guarantee or insurance issued by an approved company. This guarantee shall be released in the same form and timeframe as the retention of the guarantee itself.</p> <p>Payment for goods and services from Togo (Bank Headquarters) :</p> <p>Payments shall be made as follows:</p> <p>i) Advance Payment: Ten (10) percent of the contract price shall be paid within 30 days of signing the contract, against a demand for payment and a bank guarantee for an equivalent amount and submitted in accordance with the form provided in the bidding document or in another form acceptable to the Contracting Authority.</p>
	<p>ii) On delivery: eighty (80) percent of the Contract Price shall be paid when goods are received against delivery of the documents specified in GCC Clause 12.</p> <p>(iii) Reception of goods: the remaining ten (10) percent of the contract price shall be paid to the Supplier within thirty (30) days of receipt of the goods, against a claim for payment backed up by a statement of receipt issued by the Contracting Authority. A security deposit of 5% will be applied to fixed assets. The release of this guarantee will take place 28 days after the signing of the final handover report without reservations. This retention may be released before the end of the term in return for a bank guarantee or insurance issued by an approved company. The release of this guarantee shall be carried out in the same way and within the same timeframe as the retention of guarantee itself.</p>
<p>GCC 15.4</p>	<p>The period after which the Contracting Authority shall pay default interest to the Supplier is [45] <i>forty-five days</i>.</p> <p>The interest rate on arrears applicable will be 2% above the discount rate of the issuing institution.</p>

GCC 16.1	<i>[Where the Supplier is exempt from certain taxes, duties or fees, this should be specifically stated here, otherwise do not amend the GCC]</i>
GCC 16.2	The rate of the public procurement regulation fee is 0.5% of <i>the amount of the contract before tax.</i>
GCC 17.1	The amount of the performance bond shall be five (5) percent of the Contract amount.
GCC 17.3	The performance guarantee shall be: <i>[insert "a bank guarantee" or "a bond from an insurance company"]</i> .
GCC 20.1	<p><i>[Where the Contracting Authority wishes to make direct payment to any subcontractors, the following clause should be inserted; otherwise omit this entry]:</i></p> <p>"The Contract Authority may pay the Subcontractor directly for any goods or services provided by the Subcontractor that the Supplier has not yet paid. In this case, the Supplier shall, before proceeding with the performance of the subcontract, submit to the Contracting Authority a statement specifying:</p> <ul style="list-style-type: none"> a) the nature of the services to be sub-contracted, (b) the name, business name or corporate name and address of the proposed subcontractor (c) the conditions of payment provided for in the draft subcontract and the estimated amount of each subcontract, particularly the date for fixing the prices and, where appropriate, the arrangement for advances, payments on account, discounts and penalties. <p>The Contracting Authority must endorse all supporting documents used as a basis for direct payment. It has up to one (1) month to indicate its acceptance or refusal, stating its reasons. After this period, the Contracting Authority is deemed to have accepted those supporting documents which it has not expressly refused.</p> <p>Where the subcontractor is to be paid directly, the Supplier shall, at the time of requesting acceptance, prove that the assignment or pledge of receivables under the Contract does not prevent direct payment to the subcontractor. »</p>
GCC 22.2	The packaging, marking and documentation on the inside and outside of the boxes shall be : <i>[insert information]</i> _____ _____

GCC 23.1	The insured value shall be one hundred and ten (110) percent of the DDP value delivered to the destination of the goods.
GCC 25.1	Inspections and Tests are : <i>[describe types, frequencies, procedures used to perform these inspections and tests]</i>
GCC 25.2	Inspections and tests will be performed at: <i>_[insert locations]</i> _____ _____
GCC 26.1	Penalty for delay will be : [insert] % per week.
GCC 26.1	The maximum amount of the delay penalty shall be <i>ten (10) percent of the Contract price</i>
GCC 27.3	<i>[Where the Contracting Authority wishes to use a different guarantee period apart from the one specified in the GCC, this should be stated here, otherwise do not amend the GCC]</i>
GCC 27.5 and 27.6	The repair or replacement timeframe shall be : [insert number] days.

Section VII. Contract Forms

List of forms

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1. Contract agreement

[The successful bidder shall complete this contract agreement in accordance with the italicised information]

THIS CONTRACT AGREEMENT is made on the [insert: number] day of [insert: month], [insert: year] _____

BETWEEN

(1) *[insert full legal name of the Contracting Authority] _____ of [insert full address of the Contracting Authority] _____ (hereinafter referred to as the "Contracting Authority") on the one hand, and*

(2) *[insert full legal name of the Supplier] _____ of [insert full address of the Supplier] _____ (hereinafter referred to as the "Supplier"), on the other hand:*

WHEREAS the Purchaser invited bids for Goods and Related Services, described as [insert brief description of the Goods and Related Services] and has accepted a Bid by the Supplier for the supply of these Goods and Related Services, for an amount of [insert contract price] _____ (hereinafter referred to as the "Contract Amount") and within the maximum period of [insert maximum period for the provision of goods and related services].

THE FOLLOWING HAS BEEN DECIDED AND AGREED:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement:
 - a) this Contract Agreement
 - b) the Contract Award Notification sent to the Supplier by the Contracting Authority;
 - c) the bid and Price Schedules submitted by the Supplier
 - d) the Special Conditions of Contract
 - e) the General Conditions of Contract
 - f) the Schedule of Requirements, Delivery Schedule and Technical Specifications; and
 - g) [Add here any additional document(s)] _____
3. This Contract Agreement shall prevail over any other contract documents. In the event of any discrepancy between the Contract Documents, such documents shall prevail in the order in which they are listed above.
4. In consideration of the payments to be made by the Contracting Authority to the Supplier as set forth below, the Supplier hereby agrees with the Contracting Authority to

deliver the goods, perform the related services, and correct defects in such goods and related services in accordance in all respects with the provisions of the Contract.

5. The Contracting Authority hereby agrees to pay the Supplier, in respect of the goods and related services, the contract price, or any other amount due under the contract, at such times and in such manner as may be stipulated in the contract.

IN WITNESS WHEREOF, the parties to this Contract have caused this document to be signed on the day and year indicated below.

Signed by [*insert name and title of person authorised to sign*] _____ (for the Contracting Authority)

Signed by [*insert name and title of authorised signatory*] _____ (for the Supplier)

2A. Performance guarantee template (guarantee issued by a financial institution)

[At the request of the successful Bidder, the financial institution (guarantor) shall complete this standard performance bond in accordance with the indications in italics]

Date : *[insert date]*.
Identification of the IFB: *[insert identifier]*

[insert name and address of issuing bank]

Beneficiary: *[insert name and address of Contracting Authority]*

Performance bond number: *[insert No]*

We have been informed that *[insert name of Supplier]* (hereinafter referred to as "the Supplier") has entered into Contract No. *[insert No.]* dated *[insert date]* with your institution for the supply of *[insert description of goods and related services]* (hereinafter referred to as "the Contract").

In addition, we understand that a performance bond is required under the terms of the Contract.

At the request of the Supplier, we *[insert name of bank]* hereby unconditionally and irrevocably undertake to pay you on first demand any amount you may claim up to *[insert sum in figures; The Guarantor shall insert an amount representing the amount or percentage mentioned in the Contract]* *[insert amount in words]*.

Your claim for payment must be substantiated by a statement that the Supplier is not complying with the terms of the Contract, without you having to prove or give reasons for your claim or the amount stated in your claim.

This bond shall expire no later than the *[insert date]* day of *[insert month]* 2 *[insert year]*, and any claim for payment must be received by that date at the latest.

This bond is governed by the ICC Uniform Rules for Demand Guarantees, ICC Publication No. 458.

This bond is issued by virtue of the approval n° of the Ministry of Economy and Finance which expires on

[Insert name and position of the person authorised to sign the bond on behalf of the bank].
[Insert signature]

2A. Template performance guarantee (guarantee issued by a financial institution)

[At the request of the successful bidder, the financial institution (guarantor) shall complete this standard performance bond in accordance with the indications in italics]

Date : [insert date]

Identification of the IFB : *[insert identifier]*

[insert name and address of issuing bank].

Beneficiary : *[insert name and address of the Contracting Authority]*

Performance bond number: [insert No].

We have been informed that *[insert name of Supplier]* (hereinafter referred to as "the Supplier") has entered Contract No. *[insert No.]* dated [insert date] with your institution for the supply of [insert description of goods and related services] (hereinafter referred to as "the Contract")

In addition, we understand that a performance bond is required under the terms of the Contract.

At the request of the Supplier, we *[insert name of bank]* hereby unconditionally and irrevocably undertake to pay you any amount you may claim up to *[insert sum in figures; Guarantor to insert an amount representing the amount or percentage mentioned in the Contract]* *[insert amount in words]*.

Your claim for payment must be supported by a declaration that the Supplier has failed to comply with the terms of the Contract.

This bond shall expire on the [insert date] day of *[insert month]* 2 **[insert year]** at the latest, and any demand for payment must be received on or before that date.

This bond is governed by the ICC Uniform Rules for Demand Guarantees, ICC Publication No: 458.

This bond is issued pursuant to approval No. of Ministry of Economy and Finance which expires on

3. Template for advance payment guarantee (guarantee issued by a financial institution)

[The Bank, at the request of the successful bidder, shall fill in this standard guarantee in accordance with the indications in italics]

Date : *[insert date]*

Identification of the IFB : *[insert identifier]*

[insert name and address of issuing bank].

Beneficiary: *[insert name and address of Contracting Authority]*

Advance payment guarantee number *[insert No]*

We have been informed that *[insert name of Supplier]* (hereinafter referred to as "the Supplier") has entered into Contract No. *[insert No.]* dated *[insert date]* with you for the supply of *[insert description of goods and related services]* (hereinafter referred to as "the Contract").

In addition, we understand that an advance payment guarantee is required under the terms of the Contract.

At the request of the successful bidder, we *[insert name of bank]* hereby undertake, without reservation and irrevocably, to pay to you on first demand, any amounts of money which you may claim up to *[insert sum in figures; the Guarantor shall insert an amount representing the amount or percentage mentioned in the Contract]* *[insert amount in words]*. Your demand for payment shall be backed up by a statement that the Supplier has failed to comply with the terms of the Contract.

Any claim and payment under this guarantee is conditional upon the receipt by the Supplier of the above-mentioned advance payment in its account number *[insert bank account number]* at *[insert name and address of bank]*.

This guarantee shall expire no later than the earlier of the following dates: upon receipt of a copy of *[insert name of documents establishing delivery of the goods in accordance with the applicable INCOTERM]* or the *[insert date]* day of *[insert month]* 2 *[insert year]*. All claims for payment must be received on or before such date.

This guarantee is governed by the ICC Uniform Rules for Demand Guarantees, ICC Publication No. 458.

This guarantee is issued pursuant to the approval n°..... of the Ministry of Economy and Finance which expires on

[Insert the name and function of the person authorised to sign the guarantee on behalf of the bank]

[Insert signature]

Annex . List of documents to be attached to the successful bid.

- - The original or a legalised photocopy of the certificate of non-bankruptcy not older than six (6) months at the time of the bid submission and issued by a court of first instance or according to the laws of the bidder's country;
- A tax certificate in original, valid on the date of submitting the bids; foreign bidders must provide a tax certificate or equivalent from the country where they are registered in accordance with the laws of that country; tax certificates not older than six (6) months are deemed valid.;
- A certificate from the National Social Security Fund (CNSS) in original, valid on the date of submission of the bids; foreign bidders must provide a social security certificate or equivalent from the country where they are registered in accordance with the legislation of that country; social security certificates of more than six (6) months are not acceptable ;
- A certified copy of the trade register and the articles of incorporation, if any, defining the legal form of the Company ;
- Financial statements (first fifteen pages) covering the last three years presented by a company accountant and audited by a member of the Association of Chartered Accountants and Certified Accountants of the country concerned and, for start-up companies, the required proof of their financial capacity (opening balance sheet); the certification page of the OECCA member must be in original or legalised copy. Start-up companies and those that have not yet been in business for three years must provide the opening balance sheet and financial statements for their years of operation. Foreign bidders must provide financial statements in accordance with the laws of their country of origin;
- The bidder's commitment, duly completed by the bidder (dated, signed and sealed) and certifying that he or she undertakes to comply with the principles of transparency applicable to public contracts.

- The original or a photocopy of the Bank Account Statement;
- The list of similar services already carried out for old companies followed by certificates of completion or handover reports, signed by the contracting authorities or their representatives (public administration, companies or state or mixed offices, representations or international organisations in Benin) for the last (insert number) years and the list of qualifications and professional references of the supervisory staff for new companies (number of years of experience);
- If applicable, a certificate from a bank or financial institution approved in the ECOWAS space or by a financial institution outside ECOWAS with a correspondent in the Community zone certifying that the bidder can be given bank loans.
- A copy of the complete bank details.