

**OPEN INTERNATIONAL COMPETITIVE
BIDDING**

**SELECTION OF A TRAVEL AGENCY FOR
ECOWAS REGIONAL COMPETITION AUTHORITY
(ERCA)**

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Summary

PART 1 – BIDDING PROCEDURES

Section I. Instructions to Bidders (ITB)

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

Section II. Bidding Data Sheet (BDS)

This Section includes provisions that are specific to each procurement and that supplement Section I, Instructions to Bidders.

Section III. Evaluation and Qualification Criteria

This Section specifies the criteria to be used to determine the lowest evaluated bid, and the Bidder's qualification requirements to perform the contract.

Section IV. Bidding Forms

This Section includes the forms for the Bid Submission, Price Schedules, Bid Security, and the Manufacturer's Authorization to be submitted with the Bid.

Section V. Eligible Countries

This Section contains information regarding eligible countries.

PART 2 – SUPPLY REQUIREMENTS

Section VI. Schedule of Requirements

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

PART 3 – CONTRACT

Section VII. General Conditions of Contract (GCC)

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

Section VIII. Special Conditions of Contract (SCC)

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

Section IX: Contract Forms

This Section includes the form for the Agreement, which, once completed, incorporates corrections or modifications to the accepted bid that are permitted under the Instructions to Bidders, the General Conditions of Contract, and the Special Conditions of Contract.

The forms for Performance Security and Advance Payment Security, when required, shall only be completed by the successful Bidder after contract award.

Attachment: Invitation for Bids

An “Invitation for Bids” form is provided at the end of the Bidding Documents for information.

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PART 1 – BIDDING PROCEDURES

Section I. Instructions to Bidders

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Section I. Instructions to Bidders

General

- **Scope of Bid**
 - 1.1 The Purchaser **indicated in the Bidding Data Sheet (BDS)**, issues these Bidding Documents for the supply of Goods and Related Services incidental thereto as specified in Section VI, Schedule of Requirements. The name and identification number of this International Competitive Bidding (ICB) procurement are **specified in the BDS**. The name, identification, and number of lots of are **provided in the BDS**.
 - 1.2 Throughout these Bidding Documents:
 - (a) The term “in writing” means communicated in written form (e.g. by mail, e-mail, fax, telex) with proof of receipt;
 - (b) if the context so requires, “singular” means “plural” and vice versa; and
 - (c) “Day” means calendar day.
- **Source of Funds**
 - 2.1 ECOWAS Commission intends to apply a portion of its budget to eligible payments under the contract for which these Bidding Documents are issued.
- **Fraud and Corruption**
 - 3.1 It is the ECOWAS’s policy to require that bidders, suppliers, and contractors and their agents (whether declared or not), personnel, subcontractors, sub-consultants, service providers and suppliers under ECOWAS-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts.¹ In pursuance of this policy, the ECOWAS:
 - (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) “corrupt practice” is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party²;
 - (ii) “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation³;
 - (iii) “collusive practice” is an arrangement between two or more parties⁴ designed to achieve an improper purpose, including to influence improperly the actions of another party;

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- (iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party⁵;
 - (v) “obstructive practice” is
 - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a ECOWAS investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - (bb) acts intended to materially impede the exercise of the ECOWAS’s inspection and audit rights provided for under sub-clause 3.1 (e) below.
 - (b) will reject a proposal for award if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question;
 - (c) will cancel the portion of the budget allocated to a contract if it determines at any time that representatives of a Country or of a beneficiary of its funds engaged in corrupt, fraudulent, collusive, or coercive practices during the procurement or the execution of that contract, without the Country having taken timely and appropriate action satisfactory to the ECOWAS to address such practices when they occur; and
 - (d) will sanction a firm or an individual, at any time, in accordance with prevailing ECOWAS’s sanctions procedures^a, including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time:(i) to be awarded a ECOWAS -financed contract; and (ii) to be a nominated^b subcontractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a ECOWAS -financed contract.
- 3.2 In further pursuance of this policy, Bidders shall permit the ECOWAS to inspect any accounts and records and other documents
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relating to the Bid submission and contract performance, and to have them audited by auditors appointed by the ECOWAS.

3.3 Furthermore, Bidders shall be aware of the provision stated in Sub-Clause 35.1 (a) (iii) of the General Conditions of Contract.

• **Eligible Bidders**

4.1 A Bidder, and all parties constituting the Bidder, may have the nationality of any country, subject to the restrictions specified in Section V, Eligible Countries. A Bidder shall be deemed to have the nationality of a country if the Bidder is a citizen or is constituted, incorporated, or registered and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed subcontractors or suppliers for any part of the Contract including Related Services.

4.2 A Bidder shall not have a conflict of interest. All bidders found to have conflict of interest shall be disqualified. Bidders may be considered to have a conflict of interest with one or more parties in this bidding process, if they:

(a) are or have been associated in the past, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under these Bidding Documents ; or

- (b) submit more than one bid in this bidding process, except for alternative offers permitted under ITB Clause 13. However, this does not limit the participation of subcontractors in more than one bid;

4.3-4.4 A firm that has been sanctioned by the ECOWAS in accordance with the above ITB Clause 3.1 (d), or in accordance with the ECOWAS's Guidelines on Preventing and Combating Fraud and Corruption in Projects ECOWAS, shall be ineligible to be awarded a ECOWAS-financed contract, or benefit from a ECOWAS - financed contract, financially or otherwise, during such period of time as the ECOWAS shall determine. The list of debarred firms is available at the electronic address specified in the **BDS**.

4.5 Government-owned enterprises shall be eligible only if they can establish that they (i) are legally and financially autonomous, (ii) operate under commercial law, and (iii) are not a dependent agency of a Public Entity Body.

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

- **Eligible Goods and Related Services**
 - 5.1 All the Goods and Related Services to be supplied under the Contract and financed by the ECOWAS may have their origin in any country in accordance with Section V, Eligible Countries.
 - 5.2 For purposes of this Clause, the term “goods” includes commodities, raw material, machinery, equipment, and industrial plants; and “related services” includes services such as insurance, installation, training, and initial maintenance.
 - 5.3 The term “origin” means the country where the goods have been mined, grown, cultivated, produced, manufactured or processed; or, through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

Contents of Bidding Documents

- **Sections of Bidding Documents**
 - 6.1 The Bidding Documents consist of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read in conjunction with any Addendum issued in accordance with ITB Clause 8.
 - PART 1 Bidding Procedures**
 - Section I. Instructions to Bidders (ITB)
 - Section II. Bidding Data Sheet (BDS)
 - Section III. Evaluation and Qualification Criteria
 - Section IV. Bidding Forms
 - Section V. Eligible Countries
 - PART 2 Supply Requirements**
 - Section VI. Schedule of Requirements
 - PART 3 Contract**
 - Section VII. General Conditions of Contract (GCC)
 - Section VIII. Special Conditions of Contract (SCC)
 - Section IX. Contract Forms
 - 6.2 The Invitation for Bids issued by the Purchaser is not part of the Bidding Documents.
 - 6.3 The Purchaser is not responsible for the completeness of the Bidding Documents and their addendum, if they were not obtained directly from the Purchaser.
 - 6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents. Failure to furnish all information or documentation required by the Bidding Documents may result in the rejection of the bid.
- **Clarification of Bidding Documents**
 - 7.1 A prospective Bidder requiring any clarification of the Bidding Documents shall contact the Purchaser in writing at the Purchaser’s address **specified in the BDS**. The Purchaser will respond in writing to any request for clarification, provided that such request is received no later than twenty-one (21) days prior to the deadline for submission of bids. The Purchaser shall forward copies of its response to all those who have acquired the Bidding Documents directly from it, including a description of the

inquiry but without identifying its source. Should the Purchaser deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under ITB Clause 8 and ITB Sub-Clause 24.2.

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

Preparation of Bids

- **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.
- **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 the language **specified in the BDS**. 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 into the language **specified in the BDS**, in which case, for purposes of interpretation of the Bid, such translation shall govern.
- **Documents Comprising the Bid**
 - 11.1 The Bid shall comprise the following:
 - (a) Bid Submission Form and the applicable Price Schedules, in accordance with ITB Clauses 12, 14, and 15;
 - (b) Bid Security or Bid-Securing Declaration, in accordance with ITB Clause 21, if required;
 - (c) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB Clause 22;
 - (d) documentary evidence in accordance with ITB Clause 16 establishing the Bidder's eligibility to bid;
 - (e) documentary evidence in accordance with ITB Clause 17, that the Goods and Related Services to be supplied by the Bidder are of eligible origin;
 - (f) documentary evidence in accordance with ITB Clauses 18 and 30, that the Goods and Related Services conform to the Bidding Documents;
 - (g) documentary evidence in accordance with ITB Clause 19 establishing the Bidder's qualifications to perform the contract if its bid is accepted; and
 - (h) any other document **required in the BDS**.

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- **Bid Submission Form and Price Schedules**
 - 12.1 The Bidder shall submit the Bid Submission Form using the form furnished in Section IV, Bidding Forms. This form must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.
 - 12.2 The Bidder shall submit the Price Schedules for Goods and Related Services, according to their origin as appropriate, using the forms furnished in Section IV, Bidding Forms
 - **Alternative Bids**
 - 13.1 Unless otherwise **specified in the BDS**, alternative bids shall not be considered.
 - **Bid Prices and Discounts**
 - 14.1 The prices and discounts quoted by the Bidder in the Bid Submission Form and in the Price Schedules shall conform to the requirements specified below.
 - 14.2 All lots and items must be listed and priced separately in the Price Schedules.
 - 14.3 The price to be quoted in the Bid Submission Form shall be the total price of the bid, excluding any discounts offered.
 - 14.4 The Bidder shall quote any unconditional discounts and indicate the method for their application in the Bid Submission Form.
 - 14.5 The terms EXW, CIP, and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by The International Chamber of Commerce, as specified in the **BDS**.
 - 14.6 Prices shall be quoted as specified in each Price Schedule included in Section IV, Bidding Forms. The dis-aggregation of price components is required solely for the purpose of facilitating the comparison of bids by the Purchaser. This shall not in any way limit the Purchaser's right to contract on any of the terms offered. In quoting prices, the Bidder shall be free to use transportation through carriers registered in any eligible country, in accordance with Section V Eligible Countries. Similarly, the Bidder may obtain insurance services from any eligible country in accordance with Section V Eligible Countries. Prices shall be entered in the following manner:
 - (a) For Goods manufactured in the Purchaser's Country:
 - (i) the price of the Goods quoted EXW (ex works, ex factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of the Goods;
 - (ii) any Purchaser's Country sales tax and other taxes which will be payable on the Goods if the contract is awarded to the Bidder; and

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- (iii) the price for inland transportation, insurance, and other local services required to convey the Goods to their final destination (Project Site) specified in the **BDS**.
- (b) For Goods manufactured outside the Purchaser's Country, to be imported:
 - (i) the price of the Goods, quoted CIP named place of destination, in the Purchaser's Country, or CIF named port of destination, as specified in the **BDS**;
 - (ii) the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination (Project Site) specified in the **BDS**;
 - (iii) in addition to the CIP prices specified in (b)(i) above, the price of the Goods to be imported may be quoted FCA (named place of destination) or CPT (named place of destination), if so specified in the **BDS**;
 - (c) For Goods manufactured outside the Purchaser's Country, already imported:

[For previously imported Goods, the quoted price shall be distinguishable from the original import value of these Goods declared to customs and shall include any rebate or mark-up of the local agent or representative and all local costs except import duties and taxes, which have been and/or have to be paid by the Purchaser. For clarity the bidders are asked to quote the price including import duties, and additionally to provide the import duties and the price net of import duties which is the difference of those values.]

 - (i) the price of the Goods, including the original import value of the Goods; plus any mark-up (or rebate); plus any other related local cost, and custom duties and other import taxes already paid or to be paid on the Goods already imported.
 - (ii) the custom duties and other import taxes already paid (need to be supported with documentary evidence) or to be paid on the Goods already imported;
 - (iii) the price of the Goods, obtained as the difference between (i) and (ii) above;
 - (iv) any Purchaser's Country sales and other taxes which will be payable on the Goods if the contract is awarded to the Bidder; and
 - (v) the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination (Project Site) specified in the **BDS**.
 - (d) for Related Services, other than inland transportation and other services required to convey the Goods to their final

destination, whenever such Related Services are specified in the Schedule of Requirements:

(i) the price of each item comprising the Related Services (inclusive of any 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 non responsive and shall be rejected, pursuant to ITB Clause 30. However, if in accordance with the **BDS**, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.

14.8 If so indicated in ITB Sub-Clause 1.1, bids are being invited for individual contracts (lots) or for any combination of contracts (packages). Unless otherwise indicated in the **BDS**, 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 (discount) for the award of more than one Contract shall specify the applicable price reduction in accordance with ITB Sub-Clause 14.4 provided the bids for all lots are submitted and opened at the same time.

• **Currencies of Bid** 15.1 The Bidder shall quote in the currency of the Purchaser's Country the portion of the bid price that corresponds to expenditures incurred in the currency of the Purchaser's country, unless otherwise specified in the **BDS**.

15.2 The Bidder may express the bid price in the currency of any country in accordance with Section V, Eligible countries. If the Bidder wishes to be paid in a combination of amounts in different currencies, it may quote its price accordingly but shall use no more than three currencies in addition to the currency of the Purchaser's Country.

• **Documents Establishing the Eligibility of the Bidder** 16.1 To establish their eligibility in accordance with ITB Clause 4, Bidders shall complete the Bid Submission Form, included in Section IV, Bidding Forms.

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

• **Documents Establishing the Conformity of the Goods and Related Services** 18.1 To establish the conformity of the Goods and Related Services to the Bidding Documents, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods conform to the technical specifications and standards specified in Section VI, Schedule of Requirements.

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- 18.2 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Schedule of Requirements.
- 18.3 The Bidder shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period **specified in the BDS** following commencement of the use of the goods by the Purchaser.
- 18.4 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in the Schedule of Requirements, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Purchaser's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Schedule of Requirements.
- **Documents Establishing the Qualifications of the Bidder**

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

 - (a) that, if **required in the BDS**, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IV, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in the Purchaser's Country;
 - (b) that, if **required in the BDS**, in case of a Bidder not doing business within the Purchaser's Country, the Bidder is or will be (if awarded the contract) 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/or Technical Specifications; and
 - (c) that the Bidder meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.
 - **Period of Validity of Bids**

20.1 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.

20.2 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. If a Bid Security is requested in accordance with ITB Clause 21, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its bid, except as provided in ITB Sub-Clause 20.3.

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

- **Bid Security**

21.1 The Bidder shall furnish as part of its bid, a Bid Security or a Bid-Securing Declaration, if required, as **specified in the BDS**.

21.2 The Bid Security shall be in the amount specified in the BDS and denominated in the currency of the Purchaser's Country or a freely convertible currency, and shall:

(a) at the bidder's option, be in the form of either a letter of credit, or a ECOWAS guarantee from a banking institution, or a bond issued by a surety;

(b) be issued by a reputable institution selected by the bidder and located in any eligible country. If the institution issuing the bond is located outside the Purchaser's Country, it shall have a correspondent financial institution located in the Purchaser's Country to make it enforceable.

(c) be substantially in accordance with one of the forms of Bid Security included in Section IV, Bidding Forms, or other form approved by the Purchaser prior to bid submission;

(d) be payable promptly upon written demand by the Purchaser in case the conditions listed in ITB Clause 21.5 are invoked;

(e) be submitted in its original form; copies will not be accepted;

(f) remain valid for a period of 28 days beyond the validity period of the bids, as extended, if applicable, in accordance with ITB Clause 20.2;

21.3 If a Bid Security or a Bid-Securing Declaration is required in accordance with ITB Sub-Clause 21.1, any bid not accompanied by a substantially responsive Bid Security or Bid Securing

Declaration in accordance with ITB Sub-Clause 21.1, shall be rejected by the Purchaser as non-responsive.

21.4 The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the Performance Security pursuant to ITB Clause 44.

21.5 The Bid Security may be forfeited or the Bid Securing Declaration executed:

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

(b) if the successful Bidder fails to:

(i) sign the Contract in accordance with ITB Clause 43;

(ii) furnish a Performance Security in accordance with ITB Clause 44.

21.6 The Bid Security or Bid- Securing Declaration of a JV must be in the name of the JV that submits the bid. If the JV has not been legally constituted at the time of bidding, the Bid Security or Bid-Securing Declaration shall be in the names of all future partners as named in the letter of intent mentioned in Section IV "Bidding Forms," Bidder Information Form Item 7.

21.7 If a bid security is **not required in the BDS**, and

(a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid Form, except as provided in ITB 20.2, or

(b) if the successful Bidder fails to: sign the Contract in accordance with ITB 43; or furnish a performance security in accordance with ITB 44;

ECOWAS may, **if provided for in the BDS**, declare the Bidder disqualified to be awarded a contract for a period of time **as stated in the BDS**.

- **Format and Signing of Bid**

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

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

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

Submission and Opening of Bids

- **Submission, Sealing and Marking of Bids**
 - 23.1 Bidders may always submit their bids by mail or by hand. When so specified in the **BDS**, bidders shall have the option of submitting their bids electronically.
 - (a) Bidders submitting bids by mail or by hand, shall enclose the original and each copy of the Bid, including alternative bids, if permitted in accordance with ITB Clause 13, in separate sealed envelopes, duly marking the envelopes as “ORIGINAL” and “COPY.” These envelopes containing the original and the copies shall then be enclosed in one single envelope. The rest of the procedure shall be in accordance with ITB sub-Clauses 23.2 and 23.3.
 - (b) Bidders submitting bids electronically shall follow the electronic bid submission procedures specified in the **BDS**.
 - 23.2 The inner and outer envelopes shall:
 - (a) Bear the name and address of the Bidder;
 - (b) be addressed to the Purchaser in accordance with ITB Sub-Clause 24.1;
 - (c) bear the specific identification of this bidding process indicated in ITB 1.1 and any additional identification marks as **specified in the BDS**; and
 - (d) bear a warning not to open before the time and date for bid opening, in accordance with ITB Sub-Clause 27.1.
 - 23.3 If all envelopes are not sealed and marked as required, the Purchaser will assume no responsibility for the misplacement or premature opening of the bid.
- **Deadline for Submission of Bids**
 - 24.1 Bids must be received by the Purchaser at the address and no later than the date and time **specified in the BDS**.
 - 24.2 The Purchaser may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB Clause 8, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.
- **Late Bids**
 - 25.1 The Purchaser shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB Clause 24. Any bid received by the Purchaser after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.
- **Withdrawal, Substitution, and Modification of Bids**
 - 26.1 A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice in accordance with ITB Clause 23, duly signed by an authorized representative, and shall include a copy of the authorization (the power of attorney) in accordance with ITB Sub-Clause 22.2, (except that no copies of the withdrawal notice are required). The corresponding

substitution or modification of the bid must accompany the respective written notice. All notices must be:

- (a) submitted in accordance with ITB Clauses 22 and 23 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL,” “SUBSTITUTION,” or “MODIFICATION;” and
- (b) received by the Purchaser prior to the deadline prescribed for submission of bids, in accordance with ITB Clause 24.

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

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

- **Bid Opening**

27.1 The Purchaser shall conduct the bid opening in public at the address, date and time **specified in the BDS**. Any specific electronic bid opening procedures required if electronic bidding is permitted in accordance with ITB Sub-Clause 23.1, shall be as **specified in the BDS**.

27.2 First, envelopes marked “WITHDRAWAL” shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. If the withdrawal envelope does not contain a copy of the “power of attorney” confirming the signature as a person duly authorized to sign on behalf of the Bidder, the corresponding bid will be opened. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening. Next, envelopes marked “SUBSTITUTION” shall be opened and read out and exchanged with the corresponding Bid being substituted, and the substituted Bid shall not be opened, but returned to the Bidder. No Bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at bid opening. Envelopes marked “MODIFICATION” shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid opening. Only envelopes that are opened and read out at Bid opening shall be considered further.

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

27.4 The Purchaser shall prepare a record of the Bid opening that shall include, as a minimum: the name of the Bidder and whether there

is a withdrawal, substitution, or modification; the Bid Price, per lot if applicable, including any discounts, and alternative offers if they were permitted; and the presence or absence of a Bid Security or Bid-Securing Declaration, if one was required. The Bidders' representatives who are present shall be requested to sign the attendance sheet. A copy of the record shall be distributed to all Bidders who submitted bids in time, and posted online when electronic bidding is permitted.

Evaluation and Comparison of Bids

- **Confidentiality**
 - 28.1 Information relating to the examination, evaluation, comparison, and postqualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until publication of the Contract Award.
 - 28.2 Any effort by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and postqualification of the bids or contract award decisions may result in the rejection of its Bid.
 - 28.3 Notwithstanding ITB Sub-Clause 28.2, from the time of bid opening to the time of Contract Award, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, it should do so in writing.
- **Clarification of Bids**
 - 29.1 To assist in the examination, evaluation, comparison and post-qualification of the bids, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid and that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing. No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the Evaluation of the bids, in accordance with ITB Clause 31.
- **Responsiveness of Bids**
 - 30.1 The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself.
 - 30.2 A substantially responsive Bid is one that conforms to all the terms, conditions, and specifications of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:
 - (a) affects in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or

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- (b) limits in any substantial way, inconsistent with the Bidding Documents, the Purchaser's rights or the Bidder's obligations under the 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 Bidding Documents, it shall be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.
 - **Nonconformities, Errors, and Omissions**
 - 31.1 Provided that a Bid is substantially responsive, the Purchaser may waive any non-conformities or omissions in the Bid that do not constitute a material deviation.
 - 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 or omissions in the bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
 - 31.3 Provided that the Bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis:
 - (a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;
 - (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
 - (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.
 - 31.4 If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be rejected.
 - **Preliminary Examination of Bids**
 - 32.1 The Purchaser shall examine the bids to confirm that all documents and technical documentation requested in ITB Clause 11 have been provided, and to determine the completeness of each document submitted.
 - 32.2 The Purchaser shall confirm that the following documents and information have been provided in the Bid. If any of these documents or information is missing, the offer shall be rejected.
 - (a) Bid Submission Form, in accordance with ITB Sub-Clause 12.1;
 - (b) Price Schedules, in accordance with ITB Sub-Clause 12.2;

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- (c) Bid Security or Bid Securing Declaration, in accordance with ITB Clause 21, if applicable.
 - **Examination of Terms and Conditions; Technical Evaluation**
 - 33.1 The Purchaser shall examine the Bid to confirm that all terms and conditions specified in the GCC and the SCC have been accepted by the Bidder without any material deviation or reservation.
 - 33.2 The Purchaser shall evaluate the technical aspects of the Bid submitted in accordance with ITB Clause 18, to confirm that all requirements specified in Section VI, Schedule of Requirements of the Bidding Documents have been met without any material deviation or reservation.
 - 33.3 If, after the examination of the terms and conditions and the technical evaluation, the Purchaser determines that the Bid is not substantially responsive in accordance with ITB Clause 30, it shall reject the Bid.
 - **Conversion to Single Currency**
 - 34.1 For evaluation and comparison purposes, the Purchaser shall convert all bid prices expressed in amounts in various currencies into an amount in a single currency **specified in the BDS**, using the selling exchange rates established by the source and on the date **specified in the BDS**.
 - **Domestic Preference**
 - 35.1 Domestic preference shall not be a factor in bid evaluation, unless otherwise **specified in the BDS**.
 - **Evaluation of Bids**
 - 36.1 The Purchaser shall evaluate each bid that has been determined, up to this stage of the evaluation, to be substantially responsive.
 - 36.2 To evaluate a Bid, the Purchaser shall only use all the factors, methodologies and criteria defined in ITB Clause 36. No other criteria or methodology shall be permitted.
 - 36.3 To evaluate a Bid, the Purchaser shall consider the following:
 - (a) evaluation will be done for Items or Lots, as **specified in the BDS**; and the Bid Price as quoted in accordance with clause 14;
 - (b) price adjustment for correction of arithmetic errors in accordance with ITB Sub-Clause 31.3;
 - (c) price adjustment due to discounts offered in accordance with ITB Sub-Clause 14.4;
 - (d) adjustments due to the application of the evaluation criteria **specified in the BDS** from amongst those set out in Section III, Evaluation and Qualification Criteria;
 - (e) adjustments due to the application of a margin of preference, in accordance with ITB Clause 35 if applicable.
 - 36.4 The Purchaser's evaluation of a bid will exclude and not take into account:

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- (a) In the case of Goods manufactured in the Purchaser's Country, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the Bidder;
 - (b) in the case of Goods manufactured outside the Purchaser's Country, already imported or to be imported, customs duties and other import taxes levied on the imported Good, sales and other similar taxes, which will be payable on the Goods if the contract is awarded to the Bidder;
 - (c) any allowance for price adjustment during the period of execution of the contract, if provided in the bid.
- 36.5 The Purchaser's evaluation of a bid may require the consideration of other factors, in addition to the Bid Price quoted in accordance with ITB Clause 14. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of bids, unless otherwise specified in Section III, Evaluation and Qualification Criteria. The factors, methodologies and criteria to be used shall be as specified in ITB 36.3 (d).
- 36.6 If so **specified in the BDS**, these Bidding Documents shall allow Bidders to quote separate prices for one or more lots, and shall allow the Purchaser to award one or multiple lots to more than one Bidder. The methodology of evaluation to determine the lowest-evaluated lot combinations, is specified in Section III, Evaluation and Qualification Criteria.
- **Comparison of Bids** 37.1 The Purchaser shall compare all substantially responsive bids to determine the lowest-evaluated bid, in accordance with ITB Clause 36.
 - **Postqualification of the Bidder**
 - 38.1 The Purchaser shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive bid is qualified to perform the Contract satisfactorily.
 - 38.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 19.
 - 38.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event the Purchaser shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.
 - **Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids** 39.1 The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders.

Award of Contract

- **Award Criteria** 40.1 The Purchaser shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.
- **Purchaser's Right to Vary Quantities at Time of Award** 41.1 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section VI, Schedule of Requirements, provided this 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.
- **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.
42.2 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.
42.3 The Purchaser shall publish in ECOWAS WEBSITE the results identifying the bid and lot numbers and the following information: (i) name of each Bidder who submitted a Bid; (ii) bid prices as read out at bid opening; (iii) name and evaluated prices of each Bid that was evaluated; (iv) name of bidders whose bids were rejected and the reasons for their rejection; and (v) name of the winning Bidder, and the price it offered, as well as the duration and summary scope of the contract awarded. After publication of the award, unsuccessful bidders may request in writing to the Purchaser for a debriefing seeking explanations on the grounds on which their bids were not selected. The Purchaser shall promptly respond in writing to any unsuccessful Bidder who, after Publication of contract award, requests a debriefing.
42.4 Upon the successful Bidder's furnishing of the signed Contract Form and performance security pursuant to ITB Clause 44, the Purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 21.4.

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- **Signing of Contract**
 - 43.1 Promptly after notification, the Purchaser shall send the successful Bidder the Agreement and the Special Conditions of Contract.
 - 43.2 Within twenty-eight (28) days of receipt of the Agreement, the successful Bidder shall sign, date, and return it to the Purchaser.
 - 43.3 Notwithstanding ITB 43.2 above, in case signing of the Contract Agreement is prevented by any export restrictions attributable to the Purchaser, to the country of the Purchaser, or to the use of the products/goods, systems or services to be supplied, where such export restrictions arise from trade regulations from a country supplying those products/goods, systems or services, the Bidder shall not be bound by its bid, always provided, always provided, however, that the Bidder can demonstrate to the satisfaction of the Purchaser that signing of the Contract Agreement has not been prevented by any lack of diligence on the part of the Bidder in completing any formalities, including applying for permits, authorizations and licenses necessary for the export of the products/goods, systems or services under the terms of the Contract.

 - **Performance Security**
 - 44.1 Within twenty eight (28) days of the receipt of notification of award from the Purchaser, the successful Bidder, if required, shall furnish the Performance Security in accordance with the GCC, using for that purpose the Performance Security Form included in Section IX Contract forms, or another Form acceptable to the Purchaser. The Purchaser shall promptly notify the name of the winning Bidder to each unsuccessful Bidder and discharge the Bid Securities of the unsuccessful bidders pursuant to ITB Sub-Clause 21.4.
 - 44.2 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 and forfeiture of the Bid Security or execution of the Bid-Securing Declaration. In that event the Purchaser may award the Contract to the next lowest evaluated Bidder, whose offer is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily.

Section II. Bidding Data Sheet (BDS)

The following specific data shall complement, clarify or amend the provisions in the Instructions to Bidders. In case of dispute, the provisions below shall prevail over those in the ITB.

A. Introduction	
ITB 1.1	Name of Purchaser: ECOWAS Commission
ITB 1.1	Title of ICB: INTERNATIONAL COMPETITIVE BIDDING FOR THE SELECTION OF A TRAVEL AGENCY FOR ECOWAS COMMISSION
ITB 1.1	ICB identification number: ICB/01/ECW/ERCA-ADMIN/2024 Number and identification number of lots under this ICB: One lot
ITB 2.1	ERCA 2024 BUDGET
ITB 2.1	Project name: Selection of a Travel Agency for ERCA
ITB 4.1	The Travel Agency must be duly registered in the Country of Origin. Travel Agencies within ECOWAS Member States not registered and operating in The Gambia must have a local partner duly registered and licensed to operate in The Gambia. <u>Note: Travel Agencies outside the ECOWAS Region shall be required to come into partnership or joint venture ship with Travel Agencies from ECOWAS Member States, as well as have a local partner duly registered and licensed to operate in The Gambia, to qualify them to participate in this Tender.</u>
ITB 4.3	A list of companies no longer eligible to participate in ECOWAS projects is available at the Commission.
B. Tender documents	
ITB 7.1	Solely for obtaining clarifications, the Purchaser's address is as follows: Attention: Director of Administration & Finance Address: ECOWAS Regional Competition Authority, Bertil Harding Highway, Bijilo, The Gambia. E-mail: rnana@ecowas.int ; with copy to sbangoura@ecowas.int ; itambajang@ecowas.int ; ikkamara@ecowas.int ; ombacke@ecowas.int Interested Bidders may obtain further information at the address below, during office hours: Monday to Friday from 9.00am to 5.00pm (GMT) ,
C. Preparation of Bids	
ITB 10.1	Languages of bid shall be: English or French (bids shall be submitted in English or French version)
ITB 11.1 (h)	The following Administrative Criteria must be met by the Eligible Travel

	<p>Agencies and will predetermine the acceptance or rejection of the Bids for further evaluation of the technical and financial proposal:</p> <ul style="list-style-type: none"> ✓ Cover Letter duly signed by the company’s authorized signatory; ✓ Evidence of Registered Company (Certificate issued by Ministry of Tourism or equivalent body such as the Corporate Affairs Commission in Nigeria); ✓ Evidence of Operational Office and/or a Local Partner located in The Gambia and duly registered in The Gambia; ✓ Copy of the signed local partnership or joint ventures agreement (for foreign and Travel Agencies from Other ECOWAS Member States outside The Gambia); ✓ Evidence of Membership of BSP/IATA; ✓ Evidence of Tax Clearance for any of the past three (3) out of the following years from: 2021, 2022 and 2023; ✓ Evidence of Social Insurance Contribution for any of the past three (3) out of the following years from 2019, 2020 and 2021 and 2022; ✓ Evidence of certified Financial Statement for any of the past three (3) out of the following years from 2021 and 2022 and 2023; <p>NB: Travel Agencies must ensure to meet all these criteria; non-compliance with one of the Criteria will disqualify the Company.</p>
ITB 13.1	Not Applicable
ITB 14.5	Not Applicable
ITB 14.6 (b) (i)	As an International Organisation, ECOWAS is exempt from duties and taxes.
ITB 14.6 (a) (iii), b (ii) et (c) (v)	Final destination is: ECOWAS Regional Competition Authority, Bertil Harding Highway, Bijilo, The Gambia
ITB 14.6 (b) (iii)	Not Applicable
ITB 14 6 (d)	Not Applicable
ITB 14.7	Prices shall be fixed and non-reviewable.
ITB 15.1	Bidders are invited to bid in Local Currency.
ITB 18.3	NOT APPLICABLE
ITB 19.1 (b)	NOT APPLICABLE
ITB 20.1	<p>The bid shall be valid for: One hundred and Twenty (120) days after the submission deadline.</p> <p>Bidders MUST clearly indicate the price validity terms in their Bid.</p>
ITB 21.1	NOT APPLICABLE

ITB 21.2	NOT APPLICABLE
ITB 22.1	<p>The interested bidders must submit a letter of introduction in line with the model joint at appendix c, “Bid Submission Form”. The bid submission form must be signed by an authorized authority of the firm.</p> <p>Bidders must submit either physically or electronically.</p> <p><u>Physical submission:</u> Bidders must submit in a sealed envelope the original and 3 copies of the Technical Proposal (English or French), and the original and 3 copies of the Financial Proposal (English or French).</p> <p><u>Financial and Technical Proposals must be in two separate and sealed envelopes and all of them in one outer envelope.</u></p> <p>Bidders are also invited to provide an electronic copy (PDF and Excel Sheet) of their Bid on a USB flash Drive. The electronic copy of the bid shall also be inserted in the envelope.</p>
D. Submission and opening of Bids	
ITB 23.1	Bidders shall Not have the option of submitting their bids electronically.
ITB 23.1 (b)	NOT APPLICABLE
ITB 23.2 (c)	<p>The inner and outer envelopes shall bear the following additional information:</p> <p>The envelope should be clearly marked: “SELECTION OF A TRAVEL AGENCY FOR ECOWAS Regional Competition Authority (ERCA), Do not open, except in the presence of the OPENING COMMITTEE”.</p>
ITB 24.1	<p>For purposes of <u>Bids submission</u> only, the Purchaser’s address shall be:</p> <p>Address: ECOWAS Regional Competition Authority (ERCA), Bertil Harding Highway, Bijilo, Banjul, The Gambia.</p> <p>Deadline and time for submission of bids shall be as follows:</p> <p>Date: 24th October 2024</p> <p>Time: 11:00 a.m. Local Time (GMT)</p>
ITB 27.1	<p>Bids shall be opened at the following address:</p> <p>Address: Bertil Harding Highway, Bijilo, Banjul, The Gambia</p> <p>Date and Time: Bids will be opened in the presence of bidders/representatives who choose to attend on 24th October 2024 at 11:30 am (GMT).</p>
ITB 27.1	NOT APPLICABLE

E. Bids Evaluation and comparison	
ITB 34.1	<p>For purposes of evaluation and comparison of these bids, the currency used in converting all prices expressed in various currencies into one single currency shall be: US DOLLARS (USD)</p> <p>source of exchange rate shall be: Monthly Exchange rates established by the ECOWAS Bank for Investment and Development (EBID).</p> <p>The date of exchange rates is: 15th day before the closing date for submission of Bids; the submission deadline being included.</p>
ITB 35.1	No preference margin shall be granted.
ITB 36.3 (d)	Not Applicable
ITB 36.6	Bidders shall not be authorized to quote separate prices for the same lot.
F. Award of contract	
ITB 41.1	<p>The maximum percentage by which quantities may be increased shall be: 20%</p> <p>The maximum percentage by which quantities may be decreased shall be: 20%</p>

Section III. Evaluation and qualification Criteria

I. PRELIMINARY EXAMINATION

- **Proposals will be subject to prior examination to determine that they meet verification, eligibility and administrative compliance requirements and provide the necessary guarantees. Proposals deemed compliant will be considered for the next stage while the other proposals will be rejected.**

II. EVALUATION OF BIDS (TECHNICAL AND FINANCIAL)

- The evaluation of proposals will be done in two stages.
 - a. **Technical proposals will be evaluated and classified according to the Technical Score.**
 - b. **Only the financial proposals of companies that obtained the best Technical Scores and higher than the minimum 70 Points required, will be opened and evaluated.**

II.1. Evaluation of technical proposals (criteria):

S/N	EVALUATION CRITERIA	Points
	Understanding of the assignment and proposed solution <ul style="list-style-type: none"> • Description of the procedure proposed by the Business Travel Agency (BTA) to achieve the objectives (10 Points) • Inclusion of all other value-added services offered, and which are not indicated in the Service Request (5 Points) 	15
	Details of the proposed methodology <ul style="list-style-type: none"> • Facilities, equipment list, resources (4 Points) • Partnerships / networks; agreements with airlines / hotels of potential benefit to ECOWAS (4 Points) • Itinerary planning / reservations processing, ticketing and payment (4 Points) • Lodge card acceptance / implementation (4 Points) • Drafting of reports (4 Points) • Travel advice and assistance (health and visa) (4 Points) • Hotel reservations (4 Points) • Proposal of IT tools to improve monitoring and report standards (3 Points) 	31
	Experience and Past Performance Attestation of services rendered from at least 3 companies/International Institution or Organization for which the Bidder provided similar services (3 Points per contract)	9

	Start-up Plan A project plan describing the transition schedule and distribution of roles, key steps; action points indicating the party responsible for implementation (the bidder or ERCA); resource requirements and any other critical component for project implementation; and the required timescale to start service provision	10
	Management plan <ul style="list-style-type: none"> • Quality assistance and control (4 Points) • Emergency support, 24hr support (4 points) • Complaint Management (4 points) • Polls / surveys and implementation of the outcome (4 Points) • Details of the disaster recovery programme for continuous service (4 Points) 	20
	Human Resources <ul style="list-style-type: none"> • The staff proposed should have at least 5 (05) years' experience in the field (10 Points) • Training plan (5 Points) 	15
	TOTAL	100

Bidders must obtain a minimum of 70 points from the Technical Proposal evaluation to be eligible for the financial evaluation stage. Bidders not having attained the required score will be removed.

II.2. Evaluation of Financial Proposals

The financial proposal of the companies will be evaluated on the basis of the cost of service and discounts offered on service charges as follows:

a. Service charge: a total of 60 points broken down thus:

- flights within the ECOWAS Region (A1) - 40 Points
- flights to other parts of Africa (A2) - 15 Points
- flights to other parts of the world (A3) - 5 Points

Score (A1) = 40 x (LP/BP)

Score (A2) = 15 x (LP/BP)

Score (A3) = 5 x (LP/BP)

Score (A) = A1 + A2 + A3

NB: LP = Lowest Financial Proposal; BP = Bidder's Proposal

Bidders	Service Charge		
	(b)	(c)	(d)
(a)	Flights within ECOWAS	Flight Other parts of Africa	Flight other parts of the World

b. Discount on service charge: total of 40 points broken down thus:

Score (B) = 40 x (LP/BP)

Bidders	Proposed Discount on Service charge (%)
(a)	(b)

D. Total Financial Score (FS) = Score (A) + Score (B)

(Any services proposed by the interested bidders without any price will be considered as included in the main financial proposal and will not be subject to any additional cost).

d. Combined Evaluation (Technical and Financial)

The company with the highest combined score (Technical + Financial) will be selected and invited for post-qualification negotiation.

III. Post-qualification Criteria (ITB clause 38.1)

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

a) Financial capability

The Bidder must furnish documentary evidence that he meets the following requirements:

- Provide a certified audited financial statement showing an average turnover in any of these three (3) years (2021, 2022 and 2023) at least equal to the amount of its offer;**
- have an average turnover for the last three years at least equal to 70,000 USD**

NB: Certified Copies of any these three (3) years' financial statements must be submitted.

b) Experience and Technical capacity

The Bidder must demonstrate with required supporting documents that he meets the following criteria:

- i. should have been in existence for at least the past 10 years with a good track record in serving international organizations, embassies and multinational corporations with evidence of two (02) similar contracts (Travel Management and amount) within the last 5 years (2019; 2020; 2021, 2022 and 2023). For that purpose, the bidder shall provide the CERTIFICATE OF JOB EXECUTION by the client containing their addresses; email and phone number.**
 - ii. Availability of Equipment to deliver the service evidenced by Computer Reservation System (CRS): AMADEUS, GALILEO, SABRE or SITA GABRIEL.**
- Agency should be able to provide ERCA with two (02) persons with at least the Team Leader/Head having minimum of (ten) 10 years of experience in the industry (evidence of **IATA/UFTAA Diploma or equivalent**) with the ability to handle all the Commission's reservations swiftly.

Section IV. Bidding Forms

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(a) Bidder Information Form

[The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]

Date: *[insert date (as day, month and year) of Bid Submission]*

ICB No.: *[insert number of bidding process]*

Page _____ of _____ pages

1. Bidder's Legal Name <i>[insert Bidder's legal name]</i>
2. In case of JV, legal name of each party: <i>[insert legal name of each party in JV]</i>
3. Bidder's actual or intended Country of Registration: <i>[insert actual or intended Country of Registration]</i>
4. Bidder's Year of Registration: <i>[insert Bidder's year of registration]</i>
5. Bidder's Legal Address in Country of Registration: <i>[insert Bidder's legal address in country of registration]</i>
6. Bidder's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized 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 Registration of firm named in 1, above, in accordance with ITB Sub-Clauses 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 Sub-Clause 4.1. <input type="checkbox"/> In case of government owned entity from the Purchaser's country, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB Sub-Clause 4.5.

(b) Joint Venture Partner Information Form

[The Bidder shall fill in this Form in accordance with the instructions indicated below].

Date: *[insert date (as day, month and year) of Bid Submission]*

ICB No.: *[insert number of bidding process]*

Page _____ of _____ pages

➤ 1. Bidder's Legal Name: <i>[insert Bidder's legal name]</i>
➤ 2. JV's Party legal name: <i>[insert JV's Party legal name]</i>
➤ 3. JV's Party Country of Registration: <i>[insert JV's Party country of registration]</i>
➤ 4. JV's Party Year of Registration: <i>[insert JV's Party year of registration]</i>
➤ 5. JV's Party Legal Address in Country of Registration: <i>[insert JV's Party legal address in country of registration]</i>
➤ 6. JV's Party Authorized Representative Information ➤ Name: <i>[insert name of JV's Party authorized representative]</i> ➤ Address: <i>[insert address of JV's Party authorized representative]</i> ➤ Telephone/Fax numbers: <i>[insert telephone/fax numbers of JV's Party authorized representative]</i> ➤ Email Address: <i>[insert email address of JV's Party authorized representative]</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 Registration of firm named in 2, above, in accordance with ITB Sub-Clauses 4.1 and 4.2. <input type="checkbox"/> In case of government owned entity from the Purchaser's country, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB Sub-Clause 4.5.

(c) Bid Submission Form

[The Bidder shall fill in this Form in accordance with the instructions indicated No alterations to its format shall be permitted and no substitutions shall be accepted.]

Date: *[insert date (as day, month and year) of Bid Submission]*

ICB No.: *[insert number of bidding process]*

Invitation for Bid No.: *[insert No of IFB]*

Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: *[insert complete name of Purchaser]*

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda No.: _____ *[insert the number and issuing date of each Addenda];*
- (b) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods and Related Services _____ *[insert a 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 various amounts and the respective currencies];*
- (d) The discounts offered and the methodology for their application are:

Discounts. If our bid is accepted, the following discounts shall apply. _____ *[Specify in detail each discount offered and the specific item of the Schedule of Requirements to which it applies.]*

Methodology of Application of the Discounts. The discounts shall be applied using the following method: _____ *[Specify in detail the method that shall be used to apply the discounts];*

- (e) Our bid shall be valid for the period of time specified in ITB Sub-Clause 20.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 24.1, 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 obtain a performance security in accordance with ITB Clause 44 and GCC Clause 18 for the due performance of the Contract;
- (g) We, including any subcontractors or suppliers for any part of the contract, have nationality from eligible countries _____ *[insert the nationality of the Bidder, including that of all parties that comprise the Bidder, if the Bidder is a JV, and the nationality each subcontractor and supplier]*

- (h) We have no conflict of interest in accordance with ITB Sub-Clause 4.2;
- (i) Our firm, its affiliates or subsidiaries—including any subcontractors or suppliers for any part of the contract—has not been declared ineligible by ECOWAS, under the Purchaser’s country laws or official regulations, in accordance with ITB Sub-Clause 4.3;
- (j) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*

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

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

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

Signed: _____ *[insert signature of person whose name and capacity are shown]*
 In the capacity of _____ *[insert legal capacity of person signing the Bid Submission Form]*

Name: _____ *[insert complete name of person signing the Bid Submission Form]*

Duly authorized to sign the bid for and on behalf of: _____ *[insert complete name of Bidder]*

Dated on _____ day of _____, _____ *[insert date of signing]*

Price Schedule Forms

1- Service Charge: Service Charge

Service charge excl. tax /ticket (Monday to Sunday)

- Flights within ECOWAS Countries
- Flights to other parts of Africa:.....
- Flights to other parts of the World:

Bidders	Service Charge		
(a)	(b)	(c)	(d)
	Flights within ECOWAS	Flight Other parts of Africa	Flight other parts of the World

State the amount of service charge proposed in the corresponding checkboxes and the corresponding classes (First, Business, and Economy)

2- Discount on service charge :

-% : indicate the proposed rate (in percentage)

Bidders	Proposed Discount on Service charge (%)
(a)	(b)

**(d) Price Schedule: Goods Manufactured Outside the Purchaser's Country, to be Imported
(Not applicable)**

(e) Price Schedule: Goods Manufactured in the Purchaser's Country (Not Applicable)

(f) Price and Completion Schedule - Related Services (Not applicable)

(g) Bid Security (Bank Guarantee) (Not Applicable)

[The Bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated.]

[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 *[name of the Bidder]* (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. *[IFB number]* ("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]*) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

- (a) has withdrawn its Bid during the period of bid validity specified by the Bidder in the Form of Bid; or
- (b) having been notified of the acceptance of its Bid by the Purchaser during the period of bid validity, (i) fails or refuses to execute the Contract Form; or (ii) fails or refuses to furnish the performance security, if required, in accordance with the Instructions to Bidders.

This guarantee will expire: (a) if the Bidder is the successful bidder, upon our receipt of copies of the contract signed by the Bidder and the performance security issued to you upon the instruction of the Bidder; or (b) if the Bidder is not the successful bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder of the name of the successful bidder; or (ii) twenty-eight days after the expiration of the Bidder's Bid.

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 for Demand Guarantees, ICC Publication No. 458.

[signature(s)]

(h) Bid Security (Bid Bond) (Not Applicable)

[The Surety shall fill in this Bid Bond Form in accordance with the instructions indicated.]

BOND NO. _____

BY THIS BOND *[name of Bidder]* as Principal (hereinafter called “the Principal”), and *[name, legal title, and address of surety]*, **authorized to transact business in** *[name of country of Purchaser]*, as Surety (hereinafter called “the Surety”), are held and firmly bound unto *[name of Purchaser]* as Obligee (hereinafter called “the Purchaser”) in the sum of *[amount of Bond]*⁶ *[amount in words]*, for the payment of which sum, well and truly to be made, we, the said Principal and Surety, bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has submitted a written Bid to the Purchaser dated the ____ day of _____, 20__, for the construction of *[name of Contract]* (hereinafter called the “Bid”).

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal:

- (i) withdraws its Bid during the period of bid validity specified in the Form of Bid; or
- (j) having been notified of the acceptance of its Bid by the Purchaser during the period of Bid validity; (i) fails or refuses to execute the Contract Form; or (ii) fails or refuses to furnish the Performance Security, if required, in accordance with the Instructions to Bidders.

then the Surety undertakes to immediately pay to the Purchaser up to the above amount upon receipt of the Purchaser’s first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser shall state that the demand arises from the occurrence of any of the above events, specifying which event(s) has occurred.

The Surety hereby agrees that its obligation will remain in full force and effect up to and including the date 28 days after the date of expiration of the Bid validity as stated in the Invitation to Bid or extended by the Purchaser at any time prior to this date, notice of which extension(s) to the Surety being hereby waived.

IN TESTIMONY WHEREOF, the Principal and the Surety have caused these presents to be executed in their respective names this ____ day of _____ 20__.

Principal: _____ Surety: _____
Corporate Seal (where appropriate)

(Signature)
(Printed name and title)

(Signature)
(Printed name and title)

⁶ The amount of the Bond shall be denominated in the currency of the Purchaser’s country or the equivalent amount in a freely convertible currency.

(k) Bid-Securing Declaration (Not Applicable)

[The Bidder shall fill in this Form in accordance with the instructions indicated.]

Date: *[date (as day, month and year)]*

Bid No.: *[number of bidding process]*

Alternative No.: *[identification No if this is a Bid for an alternative]*

To: *[complete name of Purchaser]*

We, the undersigned, declare that:

We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration.

We accept that we will automatically be suspended from being eligible for bidding in any contract with the Purchaser for the period of time of *[number of months or years]* starting on *[date]*, if we are in breach of our obligation(s) under the bid conditions, because we:

- (a) have withdrawn our Bid during the period of bid validity specified in the Form of Bid;
or
- (b) having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity, (i) fail or refuse to execute the Contract; or (ii) fail or refuse to furnish the Performance Security, if required, in accordance with the ITB.

We understand this Bid Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of our Bid.

Signed: *[signature of person whose name and capacity are shown]* In the capacity of *[legal capacity of person signing the Bid Securing Declaration]*

Name: *[complete name of person signing the Bid Securing Declaration]*

Duly authorized to sign the bid for and on behalf of: *[complete name of Bidder]*

Dated on _____ day of _____, _____ *[date of signing]*
Corporate Seal (where appropriate)

[Note: In case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid.]

(I) Manufacturer's Authorization (Not Applicable)

[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. The Bidder shall include it in its bid, if so indicated in the BDS.]

Date: *[insert date (as day, month and year) of Bid Submission]*

ICB No.: *[insert number of bidding process]*

Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: *[insert complete name of Purchaser]*

WHEREAS

We *[insert complete name of Manufacturer]*, who are official manufacturers of *[insert type of goods manufactured]*, having factories at *[insert full address of Manufacturer's factories]*, do hereby authorize *[insert complete name of Bidder]* to submit a bid the purpose of which is to provide the following Goods, manufactured by us *[insert name and or brief description of the Goods]*, and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 28 of the General Conditions of Contract, with respect to the Goods offered by the above firm.

Signed: *[insert signature(s) of authorized representative(s) of the Manufacturer]*

Name: *[insert complete name(s) of authorized representative(s) of the Manufacturer]*

Title: *[insert title]*

Dated on _____ day of _____, _____ *[insert date of signing]*

Section V. Eligible Countries

Eligibility for the Provision the required Services

The Travel Agency must be duly registered in the Country of Origin. Travel Agencies within ECOWAS Member States not registered and operating in The Gambia must have a local partner duly registered and licensed to operate in The Gambia.

Note: Travel Agencies outside the ECOWAS Region shall be required to come into partnership or joint venture ship with Travel Agencies from ECOWAS Member States, as well as have a local partner duly registered and licensed to operate in The Gambia, to qualify them to participate in this Tender.

PART 2 – DESCRIPTION OF SERVICES

DESCRIPTION OF SERVICES

1.0 Overview & Background

1.1 The Economic Community of West African States (ECOWAS) is a sub-regional multilateral organisation created on 28 May 1975 composed of fifteen (15) Member States. Following the transformation of the Executive Secretariat into a Commission in January 2007, ECOWAS became increasingly involved in the implementation of strategic programmes aimed at accelerating the existing cohesion and fostering the systematic removal of impediments to integration and cooperation which are directed at every aspect of economic and socio-political activity of Member States, particularly in the areas of industry, transport, telecommunication, energy, agriculture, natural resources, trade, finance, social affairs, conflict prevention and peace keeping.

1.2 pursuant to the ideals of fostering trade and economic development in the ECOWAS community, the Authority of Heads of State and Government adopted supplementary Act A/SA.1/12/08 established ECOWAS Regional Competition Authority (ERCA) with Headquarters in the Banjul. ERCA is responsible for the implementation of the Community competition rules. The Agency is mandated to ensure a result-based management system in all areas including the provision of travel management services.

1.3 ERCA therefore, is desirous of engaging the services of a competent Travel Agency with proven expertise to provide travel management services to ERCA both within and outside the ECOWAS sub-region.

2.0 Purpose of this Document

2.1 This document is intended to specify the approach that ERCA will use to select the **Travel Agency** (hereinafter referred to as 'Agency') interested in providing travel management and related services for ERCA.

2.2 This document also describes the requirements that the Travel Agency must fulfil to be successfully considered.

2.3 Interested firms are required to submit a technical and financial proposal (service fees) in line with the description of services and as provided in the bidding document.

3.0 Description of Service to be Provided/Main Objective

3.1 To provide travel management and related services including, but not limited to airline ticketing and related services at the level that provides best value for money for Staff Members and/or their dependents (for purpose of official and non-official Travels), consultants, government officials and participants attending meetings or on official business for ERCA.

4.0 Scope of Work

4.1 Provision of Domestic and International Travel Management Services

4.2 The volume of travels within the sub-region is currently averaging **30 single tickets per quarter;**

4.3 The Agency will support the ERCA with a range of services including:

- a) booking, confirmation and ticketing to facilitate domestic and international travels; and
- b) provision of helpline and online booking tools particularly e-ticketing facilities.

5.0 ERCA's Travel Policy

5.1 The travel policy of ERCA is aligned to the ECOWAS Commission's travel policy which is currently under review and once completed, provisions of the new travel policy that are not captured herein or in the subsequent contract with the selected agency will inform appropriate amendments. The current travel policy requires the Agency in all cases to issue tickets for the most economical routes and fares available. The ECOWAS travel policy embodies the below basic principles which are subject to revision:

- a) Tickets shall be issued based on the most direct economic fare (lowest fare and most direct route available at the time of reception of an approved official mission document etc.).
- b) Business class tickets or equivalent shall be issued only to Statutory Appointees, Ministers, designated former Head of State and as otherwise instructed by ERCA.
- c) travel regulations prohibit first-class travel except for the President of the ECOWAS Commission or as expressly authorized by the ECOWAS Commission.
- d) The Agency must be knowledgeable of and prepared to offer special, restricted, discounted, and bulk fares for use whenever appropriate. Fares which entail restricted conditions (such as penalties or stay-overs), however, shall be booked only with the expressed approval of an authorized personnel of the ERCA.

6.0 Services to be Rendered by the Agency

6.1 The Agency shall provide, inter-alia, the following services:

- a) travel services during weekdays, as well as weekends and official holidays whenever emergency travel service is required. Where and when necessary, the Agency shall provide 24-hour emergency service requiring that one or two staff of the Agency are accessible at all times;
- b) provide replacement of personnel assigned in case of absenteeism, vacation, sick days etc.
- c) complete all domestic and international flight arrangements as requested by ERCA and provide professional advise with respect to routing, fares and visa requirements for the planning of itinerary.
- d) **advise on Air Travel Insurance** coverage to travelers at competitive price.

- e) in the event that required travel arrangements cannot be confirmed, the Agency shall notify the requesting party of the problem and present three (3) alternative routings and quotations for consideration;
- f) for wait-listed bookings, the Agency shall provide regular feedback on status of flight, and advise ERCA on ticketing deadlines and other relevant information whenever reservations are made, in order to avoid booking cancellations;
- g) promptly issue and accurately deliver tickets and detailed itineraries (in printed and/or electronic format), showing the accurate status of the airline on all segments of the journey. The Agency shall keep abreast staff travelers of carrier schedule changes, as well as all other alterations and new conditions affecting travel and make appropriate adjustments for any change(s) in flight schedules prior to or during the traveler's official trip. When necessary, tickets and billings shall be modified or issued to reflect these changes as approved;
- h) issue air tickets only on approved ticket stock of the International Air Transportation Association ("IATA") or tickets stock of recognized, reputable airlines;
- i) provide an automated Information Service notifying ERCA/traveler(s) of such events as airport closings, canceled/delayed flights, trains, buses voyages and strike situations as well as local political / safety conditions which may affect travel to any particular destination;
- j) provide all official travelers with last seat availability, advance seat assignments and advance boarding passes on all airlines for which the Agency can offer these services. The Agency is expected to expand these services as they become available on additional carriers;

- k) where and when necessary, arrange lodging for stop-overs exceeding eight hours at no cost to the Commission staff;
- l) process special requests associated with travel arrangements, such as seat assignments, special meals, complimentary stopovers and linking airline mileage accounts to flight booking.
- m) Within 24 hours, provide travelers of the ERCA, through designated travel officials with all necessary tickets, miscellaneous change orders, vouchers, and other documentation, and revalidate or reissue tickets when reservations are changed;
- n) provide monthly statements on all unused or partially used air tickets;
- o) within 30 days, obtain and credit ERCA with refunds in events of unused, lost tickets, miscellaneous change orders, unused prepaid ticket advances and downgrading (cancellation charges levied by airlines shall be charged as applicable) and provide regular updates on refund status;
- p) where and when applicable, assist in filing and processing claims related to travel accidents and lost baggage;
- q) inform travelers of ERCA about new and emerging developments on air travel, provide and arrange for all incentives and benefits provided by airlines e.g. mileage allowance/points for individual travelers and for the organization;
- r) confirm the accuracy and completeness of accounts validating that required services were rendered, as well as provide all supporting documents and sign the invoices to claim payments due.

7.0 Expected Results

7.1 Effective operation of travel management and related services that ensures efficiency and cost-effectiveness.

8.0 Duration of Services

8.1 The duration of the travel management services to be contracted by ERCA shall be for a period of four (4) years with possible extension depending on the performance of the Agency.

The services may be terminated by either party giving three (3) months prior notice.

9.0 Qualifications of the Agency

9.1 To be eligible for consideration, interested agencies/companies:

a) must be from one of ECOWAS Member States and duly registered in the Country of Origin and The Gambia (through a local partner duly registered in The Gambia).

b) have an operational office located in The Gambia OR a local partner in The Gambia with sufficient and well-trained personnel to deliver the required services;

c) present evidence of tax clearance for the immediate past three years, and present three (3) years audited financial statements for the immediate past three years;

d) have Appropriate Software Equipment to deliver the service evidenced by Computer Reservation System (CRS) such as AMADEUS, GALILEO, SABRE or SITA GABRIEL.

Evaluation Criteria

Eligible Agency will be evaluated based on the following and other criteria deemed necessary by the ECOWAS Commission:

a) must be a member of BSP/IATA and must provide original supporting document as proof;

b) should have been in existence for at least the past 10 years with a good track record in serving international organizations, embassies and multinational corporations (list of corporate clients/attestation to be provided);

c) have an average turnover for the last three years at least equal to 70,000 USD.

10.0 Responsibilities of ERCA

10.1 ERCA shall facilitate the provision of the required services by the Agency.

Specifically, the Commission shall, inter-alia:

- a) provide the selected Agency access to its premises by issuing the Agency with necessary identification and access cards;
 - b) provide a Travel Unit to interface between ERCA personnel and the Agency;
- 10.2** ERCA reserves the rights to directly engage the services of airline companies to purchase flight tickets. Also, ERCA may decide to select more than one Agency to provide the travel management services described herein.

PART 3 - Contract

Section VII. General Conditions of Contract

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Section VII. General Conditions of Contract

- **Definitions**
 - 1.1 The following words and expressions shall have the meanings hereby assigned to them:
 - (a) “ECOWAS” means the Economic Community of West African States (ECOWAS) .
 - (b) “Contract” means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
 - (c) “Contract Documents” means the documents listed in the Contract Agreement, including any amendments thereto.
 - (d) “Contract Price” means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.
 - (e) “Day” means calendar day.
 - (f) “Completion” means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
 - (g) “GCC” means the General Conditions of Contract.
 - (h) “Goods” means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.
 - (i) “Purchaser’s Country” is the country specified in the Special Conditions of Contract (SCC).
 - (j) “Purchaser” means the entity purchasing the Goods and Related Services, as specified in the **SCC**.
 - (k) “Related Services” means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other such obligations of the Supplier under the Contract.
 - (l) “SCC” means the Special Conditions of Contract.
 - (m) “Subcontractor” means any natural person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.
 - (n) “Supplier” means the natural person, private or government entity, or a combination of the above, whose bid to perform

the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.

(o) “The Project Site,” where applicable, means the place named in the SCC.

- **Contract Documents**

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

- **Fraud and Corruption**

3.1 If the Purchaser determines that the Supplier and/or any of its personnel, or its agents, or its Subcontractors, consultants, service providers, suppliers and/or their employees has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Purchaser may, after giving 14 days notice to the Supplier, terminate the Supplier's employment under the Contract and cancel the contract, and the provisions of Clause 35 shall apply as if such expulsion had been made under Sub-Clause 35.1.

(a) For the purposes of this Sub-Clause:

(i) “corrupt practice” is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party⁷;

(ii) “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation⁸;

(iii) “collusive practice” is an arrangement between two or more parties⁹ designed to achieve an improper purpose, including to influence improperly the actions of another party;

(iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly,

any party or the property of the party to influence improperly the actions of a party¹⁰;

(v) “obstructive practice” is

(aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a ECOWAS investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

(bb) acts intended to materially impede the exercise of the ECOWAS’s inspection and audit rights provided for under Clause 11 [Inspections and Audits by the ECOWAS].

3.2 Should any employee of the Supplier be determined to have engaged in corrupt, fraudulent, collusive, coercive, or obstructive practice during the purchase of the Goods, then that employee shall be removed.

• **Interpretation**

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

4.2 Incoterms

(a) Unless inconsistent with any provision of the Contract, the meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by Incoterms.

(b) The terms EXW, CIP, FCA, CFR and other similar terms, when used, shall be governed by the rules prescribed in the current edition of Incoterms specified in the SCC and published by the International Chamber of Commerce in Paris, France.

4.3 Entire Agreement

The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications,

negotiations and agreements (whether written or oral) of the parties with respect thereto made prior to the date of Contract.

4.4 Amendment

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

4.5 Nonwaiver

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

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

4.6 Severability

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

- **Language**

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

5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.

- **Joint Venture, Consortium or Association**

6.1 If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfillment of the provisions of the Contract and shall designate

one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser.

- **Eligibility**
 - 7.1 The Supplier and its Subcontractors shall have the nationality of an eligible country. A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.
 - 7.2 All Goods and Related Services to be supplied under the Contract and financed by the ECOWAS shall have their origin in Eligible Countries. For the purpose of this Clause, origin means the country where the goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.
- **Notices**
 - 8.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the **SCC**. The term “in writing” means communicated in written form with proof of receipt.
 - 8.2 A notice shall be effective when delivered or on the notice’s effective date, whichever is later.
- **Governing Law**
 - 9.1 The Contract shall be governed by and interpreted in accordance with the laws of the Purchaser’s Country, unless otherwise specified in the **SCC**.
- **Settlement of Disputes**
 - 10.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
 - 10.2 If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the rules of procedure **specified in the SCC**.
 - 10.3 Notwithstanding any reference to arbitration herein,

- (a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
 - (b) the Purchaser shall pay the Supplier any monies due the Supplier.
- 11.1 The Supplier shall permit, and shall cause its Subcontractors and consultants to permit, the ECOWAS and/or persons appointed by the ECOWAS to inspect the Supplier's offices and all accounts and records relating to the performance of the Contract and the submission of the bid, and to have such accounts and records audited by auditors appointed by the ECOWAS if requested by the ECOWAS. The Supplier's and its Subcontractors and consultants' attention is drawn to Clause 3 [Fraud and Corruption], which provides, inter alia, that acts intended to materially impede the exercise of the ECOWAS's inspection and audit rights provided for under this Sub-Clause 11.1 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the ECOWAS's prevailing sanctions procedures).
- 12.1 The Goods and Related Services to be supplied shall be as specified in the Schedule of Requirements.
- 13.1 Subject to GCC Sub-Clause 33.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements. The details of shipping and other documents to be furnished by the Supplier are specified in the **SCC**.
- 14.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 12, and the Delivery and Completion Schedule, as per GCC Clause 13.
- 15.1 Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in the **SCC**.
- 16.1 The Contract Price, including any Advance Payments, if applicable, shall be paid as specified in the **SCC**.
 - 16.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 13 and upon fulfillment of all other obligations stipulated in the Contract.

- 16.3 Payments shall be made promptly by the Purchaser, but in no case later than sixty (60) days after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it.
- 16.4 The currencies in which payments shall be made to the Supplier under this Contract shall be those in which the bid price is expressed.
- 16.5 In the event that the Purchaser fails to pay the Supplier any payment by its due date or within the period set forth in the **SCC**, the Purchaser shall pay to the Supplier interest on the amount of such delayed payment at the rate shown in the **SCC**, for the period of delay until payment has been made in full, whether before or after judgment or arbitrage award.
- **Taxes and Duties**
 - 17.1 For goods manufactured outside the Purchaser's Country, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the Purchaser's Country.
 - 17.2 For goods Manufactured within the Purchaser's country, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.
 - 17.3 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in the Purchaser's Country, the Purchaser shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.
- **Performance Security**
 - 18.1 If required as specified in the **SCC**, the Supplier shall, within twenty-eight (28) days of the notification of contract award, provide a performance security for the performance of the Contract in the amount specified in the **SCC**.
 - 18.2 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
 - 18.3 As specified in the **SCC**, the Performance Security, if required, shall be denominated in the currency(ies) of the Contract, or in a freely convertible currency acceptable to the Purchaser; and shall be in one of the format stipulated by the Purchaser in the **SCC**, or in another format acceptable to the Purchaser.
 - 18.4 The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than twenty-eight (28) days

following the date of Completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the SCC.

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

- **Confidential Information**
 - 20.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 20.
 - 20.2 The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the performance of the Contract.
 - 20.3 The obligation of a party under GCC Sub-Clauses 20.1 and 20.2 above, however, shall not apply to information that:
 - (a) the Purchaser or Supplier need to share with the ECOWAS or other institutions participating in the financing of the Contract;
 - (b) now or hereafter enters the public domain through no fault of that party;
 - (c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or

- (d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.
- 20.4 The above provisions of GCC Clause 20 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.
- 20.5 The provisions of GCC Clause 20 shall survive completion or termination, for whatever reason, of the Contract.
- **Subcontracting**
 - 21.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the bid. Such notification, in the original bid or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.
 - 21.2 Subcontracts shall comply with the provisions of GCC Clauses 3 and 7.
- **Specifications and Standards**
 - 22.1 Technical Specifications and Drawings
 - (a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section VI, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin.
 - (b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.
 - (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 Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause 33.
- **Packing and Documents**
 - 23.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During

transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

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

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

• **Transportation** 25.1 Unless otherwise specified in the **SCC**, responsibility for arranging transportation of the Goods shall be in accordance with the specified Incoterms.

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

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

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

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

permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.

- 26.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.
- 26.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.
- 26.7 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC Sub-Clause 26.4.
- 26.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to GCC Sub-Clause 26.6, shall release the Supplier from any warranties or other obligations under the Contract.
- **Liquidated Damages**
 - 27.1 Except as provided under GCC Clause 32, if the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in those SCC. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 35.
- **Warranty**
 - 28.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate

all recent improvements in design and materials, unless provided otherwise in the Contract.

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

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

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

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

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

- **Patent Indemnity**

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

- (a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and

- (b) the sale in any country of the products produced by the Goods.
 - Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.
- 29.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Sub-Clause 29.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.
- 29.3 If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.
- 29.4 The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.
- 29.5 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.
- **Limitation of Liability**
 - 30.1 Except in cases of criminal negligence or willful misconduct,
 - (a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that

this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser and

- (b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the purchaser with respect to patent infringement

- **Change in Laws and Regulations**

31.1 Unless otherwise specified in the Contract, if after the date of 28 days prior to date of Bid submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in the place of the Purchaser's country where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 15.

- **Force Majeure**

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

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

32.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all

reasonable alternative means for performance not prevented by the Force Majeure event

- **Change Orders and Contract Amendments**

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

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

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

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

33.4 Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

- **Extensions of Time**

34.1 If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 13, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

34.2 Except in case of Force Majeure, as provided under GCC Clause 32, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 26, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 34.1.

- **Termination**

35.1 Termination for Default

- (a) The Purchaser, 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) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 34;
 - (ii) if the Supplier fails to perform any other obligation under the Contract; or
 - (iii) if the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption, as defined in GCC Clause 3, in competing for or in executing the Contract.
- (b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 35.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

35.2 Termination for Insolvency.

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

35.3 Termination for Convenience.

- (a) The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the

Contract is terminated, and the date upon which such termination becomes effective.

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

- **Assignment**

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

- **Export Restriction**

37.1 Notwithstanding any obligation under the Contract to complete all export formalities, any export restrictions attributable to the Purchaser, to the country of the Purchaser, or to the use of the products/goods, systems or services to be supplied, which arise from trade regulations from a country supplying those products/goods, systems or services, and which substantially impede the Supplier from meeting its obligations under the Contract, shall release the Supplier from the obligation to provide deliveries or services, always provided, however, that the Supplier can demonstrate to the satisfaction of the Purchaser and of the ECOWAS that it has completed all formalities in a timely manner, including applying for permits, authorizations and licenses necessary for the export of the products/goods, systems or services under the terms of the Contract. Termination of the Contract on this basis shall be for the Purchaser's convenience pursuant to Sub-Clause 35.3.

Section VIII. Special Conditions of Contract

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

GCC 1.1(j)	The Purchaser's country is: The Gambia
GCC 1.1(k)	The Purchaser is: ECOWAS Commission
GCC 1.1 (q)	The Project Site(s)/Final Destination(s) are: <ul style="list-style-type: none"> • ECOWAS Regional Competition Authority, Bertil Harding Highway, Bijilo, The Gambia
GCC 4.2 (a)	The meaning of the trade terms shall be as prescribed by Incoterms.
GCC 4.2 (b)	The version edition of Incoterms shall be: <i>year 2020</i> .
GCC 5.1	The language of the Contract shall be: English or French
GCC 8.1	For <u>notices</u> , the Purchaser's address shall be: ECOWAS Regional Competition Authority, Bertil Harding Highway, Bijilo, The Gambia E-mail : rnana@ecowas.int ; with copy to sbangoura@ecowas.int ; itambajang@ecowas.int ; ikkamara@ecowas.int ; ombacke@ecowas.int
GCC 9.1	The governing law shall be the law of: the ECOWAS Procurement Code and General principle of Law applicable to Contract.
GCC 10.2	The Parties shall agree to settle amicably any disputes that arose or may arise from the execution of this contract or its interpretation. Any dispute that may arise between the Parties as a result of non-performance or lateness in the execution of the contractual provisions and that could not be settled amicably within thirty (30) days shall be settled by arbitration in accordance with the following provisions: Arbitration shall be in accordance with the UNCITRAL Arbitration Rules presently in force. The Decision of the Arbitration process shall be final. The place of arbitration is Abuja, Nigeria.

GCC 13.1	Not applicable
GCC 15.1	The prices charged for the Services performed shall not be adjustable. ERCA is a Diplomatic International Organisation exempted from duties and taxes on all goods imported on its behalf.
GCC 16.1	The method and conditions of payment to be made to the Service Provider under this Contract shall be as follows: Payments will be made on a monthly basis upon submission of invoices by the Travel Agency with all supporting documents. The Client reserves the right to suspend the processing of any invoice if the necessary supporting documents are not submitted by the Travel Agency. In such a case, the Consultant will be formally notified by the Client citing the specific reasons for the suspension of the invoice and clearly indicating the supporting documents to be submitted. Payments will be made within thirty (30) days of receipt of the invoice and the relevant documents or events specified above and within forty-five (45) days in the case of the final payment. The period shall exclude the duration during which an invoice is suspended.
GCC 16.5	Not Applicable
GCC 18.1	A Performance Security is not required.
GCC 23.2	The packing, marking and documentation within and outside the packages shall be: Not Applicable
GCC 24.1	The insurance coverage shall be as specified in the Incoterms.
GCC 25.1	Not Applicable
GCC 26.1	The inspections and tests shall be: (Not Applicable)
GCC 27.1	The liquidated damage shall be: Not applicable
GCC 27.1	The maximum amount of liquidated damages shall be: <i>Not applicable</i>

GCC 28.3	<p>The period of validity of the Warranty shall be: Not applicable</p> <p>The place(s) of final destination(s) shall be:</p> <p>ECOWAS Regional Competition Authority, Bertil Harding Highway, Bijilo, The Gambia</p>
GCC 28.5	<p>The period for repair or replacement shall be: Not Applicable.</p>
GCC34.1	<p>The Agency services will be for an initial period of four (4) years with possible extension depending on the performance of the Agency.</p> <p>The services may be terminated by either party giving two (2) months prior notice.</p>

Section IX. Contract Forms

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1. Contract Agreement

[The successful Bidder shall fill in this form in accordance with the instructions indicated]

THIS CONTRACT AGREEMENT is made

the *[insert: **number**]* day of *[insert: **month**], [insert: **year**]*.

BETWEEN

- (1) *ECOWAS COMMISSION*, having its principal place of business at 101 Yakubu Gowon crescent Asokoro District, Abuja, Nigeria (hereinafter called “the Purchaser”), and
- (2) *[insert name of Supplier]*, a corporation incorporated under the laws of *[insert: country of Supplier]* and having its principal place of business at *[insert: address of Supplier]* (hereinafter called “the Supplier”).

WHEREAS the Purchaser invited bids for certain Goods and ancillary services, viz., **the Selection of a Travel Agency for ECOWAS Commission for ECOWAS Commission** and has accepted a Bid by the Supplier for the supply of those Goods and Services in the sum of *[insert Contract Price in words and figures, expressed in the Contract currency(ies)]* (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract:
 - (a) This Contract Agreement
 - (b) Special Conditions of Contract
 - (c) General Conditions of Contract
 - (d) Technical Requirements (including Schedule of Requirements and Technical Specifications)
 - (e) The Supplier’s Bid and original Price Schedules
 - (f) The Purchaser’s Notification of Award
 - (g) *[Add here any other document(s)]*
3. This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.

4. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
5. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of *[insert the name of the Contract governing law country]* on the day, month and year indicated above.

For and on behalf of the Purchaser

Signed: *[insert signature]*
in the capacity of *[insert title or other appropriate designation]*
in the presence of *[insert identification of official witness]*

For and on behalf of the Supplier

Signed: *[insert signature of authorized representative(s) of the Supplier]*
in the capacity of *[insert title or other appropriate designation]*
in the presence of *[insert identification of official witness]*

2. Performance Security

8 *[The bank, as requested by the successful Bidder, shall fill in this form in accordance*
9 *with the instructions indicated]*

Date: *[insert date (as day, month, and year) of Bid Submission]*
RCB No. and title: *[insert no. and title of bidding process]*

10

11

Bank's Branch or Office: *[insert complete name of Guarantor]*

Beneficiary: *[insert complete name of Purchaser]*

PERFORMANCE GUARANTEE No.: *[insert Performance Guarantee number]*

We have been informed that *[insert complete name of Supplier]* (hereinafter called "the Supplier") has entered into Contract No. *[insert number]* dated *[insert day and month]*, *[insert year]* with you, for the supply of *[description of Goods and related Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a Performance Guarantee is required.

At the request of the Supplier, we hereby irrevocably undertake to pay you any sum(s) not exceeding *[insert amount(s)¹¹ in figures and words]* upon receipt by us of your first demand in writing declaring the Supplier to be in default under the Contract, without cavil or argument, or your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This Guarantee shall expire no later than the *[insert number]* day of *[insert month]* *[insert year]*,¹² and any demand for payment under it must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458, except that subparagraph (ii) of Sub-article 20(a) is hereby excluded.

[signatures of authorized representatives of the bank and the Supplier]

¹¹ The Bank shall insert the amount(s) specified in the SCC and denominated, as specified in the SCC, either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Purchaser.

¹² Dates established in accordance with Clause 18.4 of the General Conditions of Contract ("GCC"), taking into account any warranty obligations of the Supplier under Clause 16.2 of the GCC intended to be secured by a partial Performance Guarantee. The Purchaser should note that in the event of an extension of the time to perform the Contract, the Purchaser would need to request an extension of this Guarantee from the Bank. Such request must be in writing and must be made prior to the expiration date established in the Guarantee. In preparing this Guarantee, the Purchaser might consider adding the following text to the Form, at the end of the penultimate paragraph: "We agree to a one-time extension of this Guarantee for a period not to exceed [six months] [one year], in response to the Purchaser's written request for such extension, such request to be presented to us before the expiry of the Guarantee."

3. Bank Guarantee for Advance Payment

[The bank, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated.]

Date: *[insert date (as day, month, and year) of Bid Submission]*
RCB No. and title: *[insert number and title of bidding process]*

[bank's letterhead]

Beneficiary: *[insert legal name and address of Purchaser]*

ADVANCE PAYMENT GUARANTEE No.: *[insert Advance Payment Guarantee no.]*

We, *[insert legal name and address of bank]*, have been informed that *[insert complete name and address of Supplier]* (hereinafter called "the Supplier") has entered into Contract No. *[insert number]* dated *[insert date of Agreement]* with you, for the supply of *[insert types of Goods to be delivered]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance is to be made against an advance payment guarantee.

At the request of the Supplier, we hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[insert amount(s)¹³ in figures and words]* upon receipt by us of your first demand in writing declaring that the Supplier is in breach of its obligation under the Contract because the Supplier used the advance payment for purposes other than toward delivery of the Goods.

It is a condition for any claim and payment under this Guarantee to be made that the advance payment referred to above must have been received by the Supplier on its account *[insert number and domicile of the account]*

This Guarantee shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until *[insert date¹⁴]*.

This Guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.

[signature(s) of authorized representative(s) of the bank]

¹³ The bank shall insert the amount(s) specified in the SCC and denominated, as specified in the SCC, either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Purchaser.

¹⁴ Insert the Delivery date stipulated in the Contract Delivery Schedule. The Purchaser should note that in the event of an extension of the time to perform the Contract, the Purchaser would need to request an extension of this Guarantee from the bank. Such request must be in writing and must be made prior to the expiration date established in the Guarantee. In preparing this Guarantee, the Purchaser might consider adding the following text to the Form, at the end of the penultimate paragraph: "We agree to a one-time extension of this Guarantee for a period not to exceed [six months][one year], in response to the Purchaser's written request for such extension, such request to be presented to us before the expiry of the Guarantee."

