

**ECONOMIC COMMUNITY OF  
WEST AFRICAN STATES**



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

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# **ECOWAS PROCUREMENT MANUAL**

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**ECOWAS Commission**

## **Acknowledgements**

ECOWAS wishes to acknowledge the following for their assistance in the development of this Manual:

1. The World Bank (including the Nigeria Office) for permission to adapt their Procurement Manual and review of the final product;
2. The Pool Fund Partners and the European Union for their funding support in organizing the retreats to develop and review the Manual; and
3. PARECIS for providing technical assistance.

Thank you.

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## **ECOWAS Procurement Principles**

### **Overview of ECOWAS Procurement Principles**

The goal of ECOWAS procurement process is to ensure that best total value is achieved in the procurement of goods, works and services while at the same time supporting the Community's operations and mission. Ensuring the achievement of best total value and the impartial and equitable treatment of bidders requires guiding principles that underlie the Community's procurement process. These principles, as specified in the Tender Code, include:

- a) Fairness;
- b) Transparency;
- c) Competition; and
- d) Value.

These principles are employed globally in all procurements including the development of long-term master agreements. The Community's funds may only be used to purchase goods, works and services for the official use of the Community. The procurement guiding principles represent the strategic elements that guide the Community's activities in procurement and contracting practices. These principles and governing policies will be continuously evaluated and improved in order to ensure continuing effectiveness.

This Manual has sufficient intrinsic control mechanisms to ensure that the bidding process attains best total value in the procurement of goods, works and services. They include:

- a) Legal review;
- b) Internal Audit;
- c) Internal administrative review;
- d) Right of bidders to protest (all recourse to protest);

## **1 PROCUREMENT AUTHORITIES AND RESPONSIBILITIES**

### **1.1 Authority and Responsibility**

#### **1.1.1 Signature Authority**

Authority to sign contracts and bind ECOWAS Institutions is governed by Article 6. (3) of the ECOWAS Tender Code. The authority to sign contracts may be delegated but authority to award contracts shall not be delegated. Questions regarding signature authority should be directed to the ECOWAS Institution, Agency or Office carrying out the procurement. Only employees with the appropriate level of authority may enter into agreements with suppliers. The authority to endorse, approve and sign purchase orders and contracts has been delegated according to the values elaborated in Schedules 1-9 of the Tender Code.

#### **1.1.2 Requisitioners**

Requisitioners, (user departments) define their needs and make procurement requisitions. Procurement Units are responsible for executing all procurement requisitions, issuing out local purchase orders (LPOs) and service entry sheets. These Procurement Units undertake these actions under the direction and oversight of their managers or supervisors.

#### **1.1.3 Requisitioning Approvers**

Requisitioning approvers may only approve purchasing transactions in accordance with their approval authority.

#### **1.1.4 Technical Advisory Groups**

The technical specifications of certain categories of goods, works and services are under the responsibility of specific directorates or units. Within these directorates or units, clearance groups and/or designated individuals are available to review and approve all technical requirements that must conform to predetermined standards (for example, office technology, information technology hardware, systems/licenses, furniture, photocopy equipment, printing and facsimile equipment<sup>1</sup>). The purpose of these clearance activities is to:

- a) Ensure that ECOWAS Institutions obtain goods, works and services that consistently meet their needs;
- b) Preclude confusion about what is required in meeting these needs (clear specifications); and
- c) Control product alternates or substitutions, and by so doing avoid the need to carry excess spare-parts inventories or to undertake skills training to support nonstandard products.

It is the approving manager's responsibility to ensure that all clearance group approvals are obtained prior to approving any procurement requisition and LPOs.

#### **1.1.5 Procurement Board and Procurement Committee**

The purpose of the Procurement Board (PB) and Procurement Committee (PC) is to evaluate bids, proposals and quotations and award of contract according to the threshold as contained in this Manual. For the composition and workings of the Procurement Board and Procurement Committee, refer to Article 8() of the Code and Annex D of this Manual.

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<sup>1</sup> See Annex C for a listing of clearance groups and related commodity areas

### **1.1.6 Procurement Committee Authority**

Each ECOWAS Institution and Agency is encouraged to establish its own Procurement Committee particularly those with a high volume of procurement activities. The purpose of the Procurement Committee is to ensure that all procurement activities within their authority are executed in accordance with the provisions of the Code and to ensure that the procurement planning for all recurring requirements are completed on schedule and timely basis.

## **1.2 Authority Delegated by the Public Contracting Officer to ECOWAS Agencies and Offices**

### **1.2.1 Agencies and Offices**

Agencies and Offices, for the most part, follow the same procurement policies and procedures that govern the rest of ECOWAS Institutions. However, because of their distant locations and size, certain Agencies and Offices may require procedures that may vary from those used by the Institutions. The most significant variation is that Agencies and Offices may execute purchases (up to and including UA20,000 for goods, works and services, including administrative consulting services). Annex D of this Manual provides the necessary supplemental procedural guidance to assist Agencies and Offices in acquiring goods and services in an appropriate, transparent, and effective manner.

### **1.2.2 Responsibility of Heads of Agencies and Offices**

Heads of Agencies and Offices are responsible for ensuring that all Agency and Office procurement activities are executed in accordance with ECOWAS Institutions' policy and procedures. With reference to competition thresholds, heads of Agencies and Offices must, at a minimum, ensure compliance with the competition thresholds set herein (see "Requirements for Competition," section 5). However, recognizing that these competition thresholds may be extremely high in many Agencies and Offices, lower thresholds may be established in consultation with the responsible Head of Administration.

### **1.2.3 Responsibilities of the Public Contracting Officers**

For the Commission, the Public Contracting Officer (PCO) is the Head of Procurement Division or Director responsible for Procurement. For the other ECOWAS Institutions, the PCO is the Head of the Procurement Unit or Director responsible for Procurement. In the case of the Field Agencies and offices, the Administration Officer or the Director responsible for Procurement in the Commission. In this Manual, unless otherwise stated, "the PCO" refers to the PCO of the procuring ECOWAS Institution.

The Commission PCO is responsible for developing procurement policies and guidelines for all ECOWAS Institutions. The PCOs are responsible for:

- a) Implementing and monitoring procurement policies and guidelines for the Institutions and their Agencies and Offices;
- b) Supervise the contracting procedure with the relevant Procurement Committees in the procuring entity;

- c) Oversee the preparation of bidding documents including the invitation for bids and advertisement through the Directorate of Administration or an equivalent structure; and
- d) Liaise with the Technical Directorates through the Directorate of Administration or equivalent structure in providing the necessary goods, works and services in the Institution.

### **1.3 Procurement of Legal Services by ECOWAS Legal Directorate**

The Procurement Unit in collaboration with the Legal Directorate of the ECOWAS Commission shall procure the services of outside legal counsel, following laid down procedures by the PCO. The Legal Directorate shall maintain a list of registered legal experts which shall be established in line with the service provider registration procedures as laid down in the Tender Code.

### **1.4 Authorized Cooperative Purchasing**

Two or more procuring entities may participate in, sponsor, conduct, or administer a cooperative purchasing agreement for the procurement of supplies, services, or works with one or more governments, international organizations, or private corporations (Corporate Procurement). Such cooperative purchasing may include, but is not limited to, joint or multiparty contracts.

The Commission PCO must approve any cooperative procurement venture in advance of the procurement activity. The terms of the cooperative procurement will be agreed to by the parties and referenced in a memorandum of understanding (MOU) signed by authorized representatives of the parties to the MOU. All cooperative purchasing will be conducted in a manner consistent with these policies.

### **1.5 Ethics and Code of Conduct**

ECOWAS Institutions are committed to the highest ethical standards in its procurement activities.

#### **1.5.1 Business Ethics**

Staff of ECOWAS Institutions shall act according to the highest standards of conduct, ethics, integrity and must adhere to the "Standards of Conduct" as prescribed in Annex A. In addition, the procurement activities are guided by the Institute of Supply Management's "Principles and Standards of Ethical Supply Management Conduct" as annexed to this Manual. ECOWAS Institutions will be fair, objective, and business-like in its dealings with the supplier community, ensuring that business decisions are driven by business considerations.

#### **1.5.2 Conflict of Interest**

ECOWAS Institutions will seek to minimize both personal and organizational conflicts of interest. The ECOWAS Institutions procurement staff is prohibited from establishing and maintaining relationships of self-interest with any suppliers or potential suppliers.

ECOWAS Institutions will avoid situations in which a supplier has an unfair competitive advantage or has interests that may impair either the supplier's objectivity in dealing with the ECOWAS Institutions or the suppliers' ability to perform satisfactorily on ECOWAS Institutions' contracts. See Annex A, "Standards of Conduct".

### **1.5.3 Post-Employment and Close Relatives**

ECOWAS Institutions policies restrict it from contracting with its current and former staff and their close relatives (See Annex I). An exception may be granted only by the Approving Officer with guidance from the PCO.

### **1.5.4 Social Responsibility**

ECOWAS is committed to maintaining its standing as a responsible organization, and understands that socially responsible behavior is good for business. This principle of responsible corporate culture enhances the trust factor in key business relationships. Toward this end, ECOWAS procurement policy encourages supplier diversity, fair wages and benefits, appropriate health and safety practices, and workplace accessibility.

### **1.5.5 Environmental Responsibility**

Promoting an environmentally responsible supply base furthers and aligns ECOWAS Institutions mission and business objectives. ECOWAS Institutions are committed to encouraging their suppliers to promote and enhance environmental responsibility in their conduct of ECOWAS business.

### **1.5.6 Supplier Diversity**

ECOWAS procurement practices will strive to provide access to women-owned and disabled-owned business enterprises (WDBE) in the member states and increase their participation in direct contracting and subcontracting.

### **1.5.7 Wages and Benefits, Health and Safety**

ECOWAS Institutions' solicitations and contracts for labor services will specify measures to be taken by its suppliers to address fair wages and health and welfare benefits for their employees and to provide safe working conditions and fair and equitable work practices.

### **1.5.8 Accessibility**

ECOWAS is committed to maintaining high standards of physical accessibility and workplace safety for staff, visitors, and contractors within its facilities.

## **2. GENERAL PROCUREMENT PRACTICES**

### **2.1 Purpose**

The goal of ECOWAS Institutions' procurement process is to ensure that the best total value is achieved in the procurement of goods, works and services, while at the same time supporting the ECOWAS Institutions operations and mission. Ensuring best total value and

the impartial and equitable treatment of bidders requires guiding principles that underlie ECOWAS Institutions administrative procurement process. These include fairness, transparency, competition and value.

## **2.2 Social Responsibility**

ECOWAS Institutions contract for the provision of a wide range of goods, works and services for their operations (for example: furniture, technology equipment, printing, security services, cleaning services, mail sorting and delivery services, help desk services, travel agency, food services, and temp labor services). As socially responsible organizations, ECOWAS Institutions, through their corporate procurement practices, endeavor to integrate socially responsible suppliers into their supply chain. To this end, ECOWAS Institutions procurement policy addresses supplier activities under the categories of wages and benefits, health and safety; supplier diversity; and workplace accessibility (equipment and facilities).

### **2.2.1 Wages and Benefits, Health and Safety**

As part of ECOWAS Institutions' solicitations and contracts for labour services, they will specify measures to be implemented to address contractors' service employees' wages and their health and welfare fringe benefits, and will also specify criteria that address the need for contractors to provide their service employees with safe working conditions and fair and equitable work practices. The primary objectives of these practices are as follows:

- a) To ensure that service employees engaged in the performance of work under ECOWAS Institutions service contracts or subcontracts receive appropriate wages and health and welfare fringe benefits for the respective job classifications within the geographic areas where the services are carried out;
- b) To remedy situations where contractors bidding on labor-intensive contracts use wage and benefit reductions as a means of competing for service contracts;
- c) To establish benchmarks for standardizing the appropriate levels of wages and health and welfare benefits for various job classifications; and
- d) To ensure that service employees engaged in the performance of work under ECOWAS Institutions service contracts or subcontracts are provided with safe working conditions and managed under fair and equitable work practices.

To achieve these objectives, ECOWAS Institutions Procurement Units carry out the following:

- a) Implement and monitor guidelines based upon existing industry and governmental benchmarks and indices for identifying job classification, wage rates, and welfare fringe benefits;
- b) Incorporate into and implements under all service contracts auditing procedures that validate the contractors' execution of the requisite compensation/benefits for service employees;
- c) Conduct training with designated ECOWAS Institutions staff on procedures for monitoring all aspects of service employee compensation; and
- d) Conduct quality assurance procedures in conjunction with designated Project Managers (PMs) to ensure the continual implementation of these objectives.

ECOWAS Institutions' policy on socially responsible procurement will be reflected in

Requests for Proposals (RFPs), Requests for Quotes (RFQs), Invitations for Bids (IFBs), and solicitations for the provision of labor services as determined to be appropriate by the PCO. If appropriate, applicable evaluation criteria will be included in the technical evaluation and considered in the cost analysis of all quotations, bids, and proposals received in determining the successful bidders/offerors.

Unless specifically exempted, contractors and subcontractors performing labor service contracts for ECOWAS Institutions valued in excess of UA15,000 will be subject to the standards specified above. The applicable terms and conditions will be incorporated in all solicitations and contracts for labor services, as determined by the PCO.

### **2.2.2 Exemptions**

Although the criteria for safe, fair, and equitable work practices still apply, the following categories of workers are exempted from the use of specified wage/benefit determination requirements:

- a) Certain classifications of employees: Bona fide executive, administrative, and professional positions, and certain computer-related professional positions. Professional positions are narrowly defined as those that fit the traditional professions, such as doctors, accountants, lawyers, and teachers. Exempt computer professionals generally include engineers and programmers who perform design services and other original non-repetitive tasks;
- b) Employment contracts for direct services to ECOWAS Institutions (as covered by ECOWAS HR policy); and
- c) Transportation contracts governed by published tariff rates.

### **2.2.3 Responsibility for Compliance**

Responsibility for compliance with and implementation of this policy shall rest with the PCO. The PO of the procuring entity will ensure that the Statement of Work (SOW) and Terms of Reference (TOR), under all applicable solicitations and resulting contracts, contain clear descriptions of any and all services to be performed. The comparable job classifications, geographic area within which the services are to be performed will be identified. The criteria addressing safe working conditions and fair and equitable work practices will be detailed and incorporated into the documentation and evaluation process. Furthermore, the PO will notify all prospective offerors of these guidelines and of the required flow- down provisions in ECOWAS Institutions' contracts.

### **2.2.4 Supplier Diversity**

ECOWAS Institutions procurement practices will provide opportunities for access and growth to WDBEs with an emphasis on measurable results and continuous improvement. The primary objective is to increase the participation of WDBEs in the ECOWAS Institutions contracts in the member states, both by direct contracting and by working with ECOWAS Institutions

prime contractors (first-tier vendors) to help them expand their subcontracting of ECOWAS Institutions related business to WDBEs (second-tier).

To achieve this objective the Procurement Unit will:

- a) Assist WDBEs in identifying procurement opportunities with ECOWAS Institutions;
- b) Assist WDBE to learn about opportunities to work with other ECOWAS Institutions vendors;
- c) Work with ECOWAS Institutions clients to make supplier diversity a work program objective; and
- d) Maintain records and report on WDBE growth objectives.

### **2.2.5 Workplace Accessibility**

ECOWAS Institutions are committed to maintaining high standards of physical accessibility and workplace safety for staff, visitors and contractors within their facilities. For contracts for services, an ECOWAS Institution will adhere to guidelines and regulations promulgated by the host member state for persons with disabilities. ECOWAS Institutions want to ensure that all suppliers of goods, works and services doing business with them have similar programs within their own facilities to maintain high standards of accessibility and workplace safety. Contractors may be required to submit a statement attesting to the level of compliance with the host country's regulations and promulgations on disability, occupational health and safety within their owned and leased facilities.

## **2.3 Environmental Responsibility**

To increase the development and awareness of environmentally responsible procurement (ERP), the acquisition of goods, works and services will ensure that, wherever possible, specifications are written to provide for the expanded use of environmentally preferred products such as: durable products, reusable products, energy-efficient products, low-pollution products, products (including those used in services) that contain the maximum level of post-consumer and/or recyclable content, and products that in any other way have a minimal harmful impact on the environment.

ECOWAS Institutions policy on ERP will be reflected in solicitations issued by the PCO as determined to be appropriate by the PCO. Applicable evaluation criteria will be included in the technical evaluation and considered in the cost analysis of all quotations, bids, and proposals received in determining the successful bidders/offerors.

ECOWAS Institutions procurement practices will reflect the environmental goals of "reduce, reuse and recycle" and, in doing so, ECOWAS Institutions will procure environmentally preferred products (EPP) to the greatest extent possible.

An EPP is a product that is less harmful to the environment than the next best alternative having characteristics including, but not limited to the following:

- a) Reduces waste and makes efficient use of resources. An EPP would be a product that is more energy-, fuel-, or water-efficient, or one that uses less paper, ink, or other resources. Examples: energy-efficient lighting, photocopiers capable of double-sided photocopying, and Energy Star rated appliances, computers and electronic devices;
- b) Is reusable or contains reusable parts. These are products such as rechargeable batteries, reusable building partitions, and laser printers with refillable toner cartridges;
- c) Is recyclable. A product will be considered to be an EPP if local facilities exist that are capable of recycling the product at the end of its useful life;



- d) Contains recycled materials. A product that contains post-consumer recycled content would be an EPP. An example is a paper product made from recycled post-consumer fiber;
- e) Produces fewer polluting byproducts and/or safety hazards during manufacture, use, or disposal. A non-hazardous product that replaces a hazardous product would be an EPP;
- f) Has a long service life and/or can be economically and effectively repaired or upgraded; and
- g) Is packed using packaging that has minimal environmental impact.

Given the environmental and economic importance of infrastructure, environmentally responsible procurement principles should be applied to ECOWAS Institutions construction and renovation projects in the form of construction design processes, tendering, and materials utilized.

It is recognized that cost analysis is required to ensure that a product is made available at competitive prices and that the environmental benefits provided by a product do not undermine its overall performance. Given that many environmentally preferred products and services can produce a variety of tangible benefits, full consideration should be given to the long-term and complete costs and benefits of environmentally responsible procurement.

## **2.4 Vendor Eligibility**

ECOWAS Institutions' Policies, Standards and Procedures for determining whether a vendor is excluded, either permanently or for a specific period of time, from receiving the Contract awards from ECOWAS Institutions are found in Part I Chapter IV of the Tender Code and further detailed in Annex B of this Manual.

## **2.5 Supplier Relations**

Suppliers are essential and valued business partners of ECOWAS Institutions, which are committed to treating them in a fair, objective and businesslike manner. Relations between ECOWAS Institutions and their suppliers will be mutually beneficial and will be based upon sound business practices, respect and trust, with both parties working toward a common goal.

Within the relationship, both parties are expected to act ethically, keep commitments, ensure the delivery of high-quality goods, works and services and focus on continuous improvement of products, services, processes cost and prices. ECOWAS Institutions will manage their relationships with suppliers based on the potential impact their performance could have on ECOWAS Institutions operational and financial position.

ECOWAS Institutions are committed to having a world-class supply base. Therefore, the PCOs will continuously measure, analyze and enhance supplier performance relative to contractual requirements and the best practices of world-class procurement organizations.

The PCOs will seek out methods to optimize institutions' supplier base in line with the specific characteristics of the market, the goods, works or services being supplied and the goals of ECOWAS Institutions. In many cases, optimizing the supply base will include efforts to consolidate purchases among a smaller group of more capable and strategic suppliers to reduce costs (including transaction costs) and to improve quality and performance.

The PCOs also understand that a diverse supplier base is important from both performance and business standpoints. Therefore, through promotion, outreach efforts and other means, the PCOs will strive, as a strategic business initiative, to establish and maintain a strong, competitive supplier base that reflects the diversity of the supplier community.

## **2.6 Technology: e-Commerce, Use of Electronic Systems in the Procurement Practices**

Electronic commerce with suppliers significantly enables efficiency and reduction in transaction costs. It is the goal of ECOWAS Institutions to have an integrated electronic business solution for the majority of its supply processes. This extends to the entire supply chain, including advertisements, communications and document exchanges among clients, corporate procurement, suppliers, and other ECOWAS Institutions supply stakeholders. The PCO will attempt to automate the procurement process - particularly from order placement to disposal - as much as possible.

Inherent in this principle is an expectation that ECOWAS Institutions suppliers will become capable of conducting business electronically. New suppliers will be enabled by electronic requirements, purchase order, and invoice and payment processes whenever an electronic business solution is available. This system should only be resorted to when adequate technical safe guards are available.

## **2.7 Best Value**

ECOWAS Institutions base procurement decisions on best value. Best value is defined as the outcome that provides the optimal combination of elements such as lowest total cost of ownership: technology, innovation and efficiency; assurance of supply; and quality relative to ECOWAS Institutions' needs. In the sourcing area, the best value is generally achieved through competition.

ECOWAS Institutions strive to attain the best value for the money they spend. To achieve this goal ECOWAS Institutions use a Best Value Procurement methodology in their solicitations for complex goods, works and services, those for which it is imperative to evaluate and compare factors other than cost or price. Best Value Procurement allows offerors the flexibility, when selecting their best proposal strategy, to consider trade-offs that may be made between the cost and non-cost evaluation factors.

Best Value Procurement techniques are essential in the acquisition of highly complex service delivery such as travel, childcare services, facilities management, mail and messenger services, IT services, food and conference services and fixed management services that involves high-level, scientific, technical, or management skills requiring substantial intellectual and analytical activity to produce demanding, creative, and innovative solutions. Best-value techniques are appropriate to the full spectrum of contract requirements according to the following logic:

- a) For performance requirements demanding high levels of expertise and creativity, the relative importance of quality or of problem-solving approaches will be high compared to

cost/price considerations.

- b) For performance requirements that are straightforward and routine, the relative importance of cost/price will be higher.

A best-value award produces the most advantageous acquisition decision through the disciplined application of a full and balanced set of weighted or explicitly rank-ordered evaluation factors to all significant requirements specified in the solicitation. In some cases, price will be the primary criteria, but in more complex procurements several criteria must be developed prior to issuing a solicitation. The extent to which price may be used as a factor in selection depends on the technical complexity of the assignment, the impact of the assignment on the end product, and the comparability of proposals. The more complex the assignment, or the more significant the end product, or the less comparable the proposals, the less influence price should have on the selection.

For technically complex and/or high-UA procurements, total cost of ownership (TCO) needs to be a major consideration in procurement decisions. TCO consists of all costs associated with the supply chain, including the purchase cost. Examples of total process costs that need to be considered include but are not limited to receiving costs, shipping costs, implementation costs, costs of operating, costs of ongoing service maintenance and updating costs, and disposal costs. Total cost is not limited to the unit cost of the item purchased but includes factors such as delivery costs, order processing, payment costs and costs of maintaining vendor records.

Best Value Procurement should result in an award that will give ECOWAS Institutions the best value for their money based on an evaluation of quality and price/cost factors.

## **2.8 Insurance**

Contractors doing business with ECOWAS Institutions in providing goods, works or services must have and maintain acceptable insurance coverage. If the goods, works or services are being procured through an ECOWAS Institution's purchase order, the supplier must carry the minimum insurance coverage that is typical for the industry and stipulated in the purchase order terms and conditions. If the goods, works or services are being procured through use of an ECOWAS Institutions contract with special terms and conditions, the supplier must comply with the insurance coverage stipulated in the contract. The types of insurance and amount of coverage required will be specified by the PCO, in consultation with ECOWAS Institutions Insurance Officer, who must weigh the potential risks against the indirect cost to ECOWAS Institutions.

## **2.9 Emergency Orders**

In an emergency, a contract may be awarded without competitive sealed bidding or competitive negotiation; however, in such a case the procurement selections will be made with such competition as is practical under the circumstances. Examples include urgent procurements in the case of disaster recovery and business continuity and procurements in fragile states. A written determination by the PCO of the basis for the emergency and for the selection of the particular contractor will be available on file. Proper Purchase Orders and contract documents will be prepared to support the contract activities as soon as feasible.

## **2.10 Background Investigation**

In the interest of ensuring a safe work environment, it is ECOWAS Institutions policy that for all contracts under which contractor(s) are required to provide labor on-site at ECOWAS Institutions premises, the contract will include an article requiring the contractor(s) to perform a background investigation on all of their employees who will be assigned to work at ECOWAS Institutions' site, and/or for those contractor employees who require an ECOWAS Security Pass for access to the Institutions' premises.

At a minimum, the contractor(s) shall be required to represent and warrant that its employees and its subcontractors' employees assigned to work on ECOWAS Institutions' premises

- a) have not been convicted of a crime during the last seven (7) years;
- b) have a valid work permit; and
- c) have current and valid licenses necessary to perform the work.

## **2.11 Prohibited Contracts**

Contracts for services that establish an employer-employee relationship between ECOWAS Institutions and the contractor's employees are prohibited. These types of contracts, commonly referred to as prohibited personal services contracts, arise when the terms of the contract or actual contract performance create a situation where ECOWAS Institutions' employees are providing day-to-day supervision of the contractor's employees or when the contractor's employees are performing or engaging in an inherent function of the ECOWAS Institutions. Procurement Officers will ensure that all contracts for services are in accordance with this prohibition. ECOWAS Institutions staffs are required to maintain an "arm's length" relationship with contractor staff to ensure there is no appearance of employment of such staff by ECOWAS Institutions.

## **2.12 Outsourcing**

Outsourcing refers to the transferring of responsibility for managing and delivering a service or product from ECOWAS Institutions to an outside vendor or supplier. ECOWAS Institutions continuing role are limited to oversight and monitoring the performance of the firm(s) to which the activity has been outsourced. ECOWAS Institutions staffs are required to maintain an "arms length" relationship with outsourced contractor staff to ensure that there is no appearance of employment of such staff by ECOWAS Institutions.

## **2.13 Partnering**

Strategic partnering is a procurement methodology that may be used for contracting when collaborative relationships will provide the best value in longer-term strategic contracts. Partnering is a managerial approach used by two or more organizations to achieve specific business objectives by maximizing the effectiveness of each party's resources. It is also a way of managing the client/supplier relationship proactively. The partnering agreement should be such that it has mandatory review intervals within the procurement process which will allow for the appropriateness of the relationship to be evaluated. The partnering approach is based on

the following:

- Shared mutual objectives and compatible benefits;
- Agreed methods for problem resolution;
- Risks shared according to who can best manage them; and
- An active search for continuous measurable improvements.

For strategic partnering to work there must be mutual benefits for both client and supplier. Well-run partnering agreements provide these benefits:

### **2.13.1 Benefits to ECOWAS Institutions**

- Eliminate waste and duplication at the interface between supplier and client;
- Improve quality and delivery;
- Shorten lead times;
- Enable cost to be designed-out;
- Improve security of supply; and
- Improve best value and total process costs on a continuous basis.

### **2.13.2 Benefits to the Supplier**

- Offer a market advantage;
- Improve technological capability;
- Improve financial stability and ability to plan resources over a longer period;
- Ensure prompt payment; and
- Provide opportunities to improve management capability.

These benefits normally outweigh the risks of over-dependency, "coziness" and less frequent competition. The requirement to obtain goods, works and services by competition means that a partnering relationship must be:

- tested competitively;
- established based on clearly defined needs and objectives over a specified period of time;
- fitted, from the outset, with appropriate safeguards for genuine competition in the future; and
- capable of demonstrating continued best value throughout the contract period.

Strategic partnering is likely to provide best value when the requirements are likely to develop and evolve; and/or the supply market is not mature and/or fully competitive. In these cases, partnering will be the most effective way to achieve the fundamental aims of the ECOWAS Institutions' procurement policy. The partnering approach follows a disciplined procurement process. Recording the basis for the decision made will provide a clear audit trail to justify the decision to take the partnering approach.

## **2.14 Debriefing Procedures**

ECOWAS Institutions do not routinely debrief unsuccessful offerors. However, in the case of highly technical or complex awards, a debriefing may be conducted upon written request from an unsuccessful offeror under the following special conditions:

- a) The unsuccessful offeror is in a position to modify future products or services in order to meet the technical requirement, and/or
- b) The proposed pricing was the major contributing factor in the rejection of a particular proposal.

Debriefings are conducted on ECOWAS Institutions premises by the PCO or the delegated PO. The scope of the debriefing is limited to identifying the technical deficiencies or weaknesses of the offeror's proposal. Debriefings do not discuss the following:

- a) Trade secrets or other proprietary information including the methodology or approach of other offerors;
- b) Financial or cost information about other offerors;
- c) Evaluation scoring or the ranking of the offerors, or
- d) Other offerors' proposals.

## **2.15 Protest Procedures**

ECOWAS Institutions response to all protests, regardless of whom they are addressed to, is always prepared and executed by the PCO. An unsuccessful firm that wishes to protest an award must inform the PCO, in writing, explaining the basis of the protest within 10 working days (the "Notice Period") of the issuance of the solicitation, addendum, notice of award or other action of ECOWAS Institutions related to the solicitation. Protest notifications that are submitted after the 10-day Notice Period or that do not indicate a basis for the protest are not entertained. Upon receipt of a written protest from an unsuccessful firm, the PCO does the following:

- a) Refers it to the Director of General Administration or the Head of Administration or equivalent;
- b) Within 10 working days mails the protestor a written acknowledgement
- c) Initiates an investigation of the protestor's allegations
- d) Following the conclusion of the investigation, documents the results in the form of a memo to file, including an applicable opinion provided by the Legal Department and recommendations for action; and
- e) Provides the protestor with formal written notification, cleared by the Legal Department, of the decision and the basis upon which it was made.

A decision will be final and conclusive unless, within 10 working days from the date of receipt of the decision, the protestor files a written appeal with the Dispute Resolution Committee.

## **2.16 Resolution of Disputes arising from the procurement process**

Upon receipt of a written protest appeal from an unsuccessful bidder, the Dispute Resolution Committee shall:

- i. Promptly decide whether the solicitation or award was in accordance with the provisions of the Tender, this Manual and conditions of the solicitation; and
- ii. Provide the appellant with its findings.

The determination of the Dispute Resolution Committee shall be final and conclusive.

#### 2.17 Preparation of periodic reports on the procurement

At mid-year and year-end, each Procurement Division/Unit shall elaborate progress reports on the state of implementation of the approved Annual Procurement Plan.

The Procurement Division of the Commission shall aggregate all institutional reports and compile a single report with appropriate recommendations to the President.

### 3. PROCEDURES AND STANDARDS

#### 3.1 Acquisition Procedures

ECOWAS Institutions acquisition management process is based on the "cradle to grave" approach, according to which a Procurement Officer maintains control and responsibility for a procurement action from the receipt of the approved requisition through contract administration and contract closeout. The Procurement Officer works cooperatively with other members of the team, including the Legal Department, seeking advice, guidance and assistance whenever applicable.

#### 3.2 Procurement Phases

ECOWAS Institutions contracting process generally involves the following phases.

Phase	Activity
Pre-solicitation Planning (Following Art. 3.3 of the Manual) (Part II Chapter II, Art. 24, 25 and 26 of the Tender Code)	<ul style="list-style-type: none"> <li>• Requirement identified</li> <li>• Price estimated</li> <li>• Approved Budget</li> <li>• Statement of work prepared</li> <li>• Procurement plan finalized</li> <li>• Source selection planned</li> <li>• Evaluation criteria developed</li> <li>• Authorization from clearance groups, if applicable</li> <li>• Technical review for IT purchases (if required)</li> </ul>
Solicitation (Following Art. 3.4 of the Manual) (Part II Chapter II, Art. 29, 30, 31, 32, and 33 of the Tender Code)	<ul style="list-style-type: none"> <li>• Preparation of solicitation documents</li> <li>• Identification of prospective offerors Solicitation documents prepared</li> <li>• Draft contract reviewed</li> <li>• Solicitation issued</li> <li>• Vendor clarifications received and answered</li> <li>• Bids/Proposals received</li> <li>• Opening of Bids/Proposals</li> </ul>
Evaluation and Selection (Following Art. 3.5 of the Manual) (Part II Chapter IV of the Tender Code)	<ul style="list-style-type: none"> <li>• Contractor/vendor eligibility reviews</li> <li>• Technical evaluation</li> <li>• Reference checks, if applicable</li> <li>• Competitive range decisions</li> <li>• Oral presentations, if applicable</li> <li>• Site visits, if applicable</li> <li>• Product demonstrations (if applicable)</li> <li>• Price evaluation</li> <li>• Request for best and final offers (BAFO), if applicable</li> <li>• Procurement Committee review, if applicable</li> </ul>
Award (Following Art. 3.6 of the Manual) (Part II Chapter V of the Tender Code)	<ul style="list-style-type: none"> <li>• Legal review (if applicable)</li> <li>• Contract awarded</li> <li>• Selection documentation finalized</li> </ul>
Contract Administration (Following Art. 3.7 of the Manual) (Part III Chapter VI of the Tender Code)	<ul style="list-style-type: none"> <li>• Performance reviews made and reporting completed</li> <li>• Modifications executed</li> <li>• Receipt of goods and services</li> <li>• Contract compliance monitored</li> </ul>



	<ul style="list-style-type: none"> <li>• Invoices processed and paid</li> <li>• Dispute resolution</li> <li>• Transition activities</li> <li>• Audit resolved including post evaluation</li> <li>• Close-out</li> </ul>
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### 3.3 Planning Phase

#### 3.3.1 Best Practices

ECOWAS Institutions procurement staff will strive to meet their goals by adopting proven procurement tools and techniques. The POs have adopted continuous improvement as a strategic business imperative, and are committed to continually analyzing and improving their procurement practices to enhance their competitiveness, efficiency and effectiveness.

ECOWAS Institutions procurement staff will use a variety of means, including benchmarking and other market research and participation in professional organizations, to ensure that the best business practices are being used in ECOWAS Institutions' procurement operations.

Procurement planning involves a series of tasks performed by the POs<sup>2</sup>. These include:

- teaming with user units to forecast procurement requirements;
- maintaining an optimal base of qualified vendors;
- scheduling and distributing work within their procurement function;
- coordinating/facilitating the sourcing/acquisition of goods, works, and services needed by the ECOWAS Institutions;
- evaluating vendor performance; and
- refining and updating these procedures as changes in ECOWAS Institutions' requirements, technology, and the marketplace dictate.

#### 3.3.2 Strategic Planning

Early, detailed, cross-functional strategic planning is an essential component in meeting procurement goals. Cross-functional involvement ensures a more holistic view of the purchase and enables the Procurement Officers to better meet ECOWAS Institutions' procurement goals.

#### 3.3.3 Market Research

ECOWAS Institutions rely on market research conducted by the Procurement Unit as a best-practice procurement tool in order to enhance strategic thinking, research, analysis, and decision-making and to sharpen its competitive advantages. The research areas will include, but not limited to:

- current and projected availability of products or services;
- the extent of competition in the market;
- the range of product or service performance characteristics;
- future industry, technology, and macroeconomic trends;
- price trends and current market prices;
- supply-base assessment; and

<sup>2</sup> See Annex H for sample Procurement Plan

- types of available distribution and management systems.

### **3.3.4 Forecasting**

Early forecasting is a key component of proper procurement planning. It can be a valuable mechanism for bringing the supply and demand for goods into convergence and for managing delivery and supply and associated costs. Effective communication throughout the procurement process is essential to successful forecasting. Therefore, the POs and clients will work together to forecast future demand to the best of the organizations' ability and will communicate this information throughout the supply chain to optimize performance. Forecasts for core goods and services - those critical to ECOWAS Institutions' business success - will receive priority focus.

Similarly, forecasts and changes to forecasts should be shared with suppliers, who are also encouraged to share ECOWAS Institutions demand forecasts with their suppliers. Sharing relevant business information ensures that ECOWAS Institutions and their suppliers can work together more effectively and efficiently. Forecasting procurement requirements is accomplished through some or all of the following activities:

- a) Estimating Procurement Activity -- Procurement Officers may ask regular internal clients of goods, works or services for written forecasts of procurement activity as part of the annual budget process. Client interviews and periodic surveys are other methods of anticipating upcoming procurement activity. Procurement Officers can also compile estimates by reviewing current procurement activity. Any or all of these activities allow Procurement Officers to anticipate procurement activity more accurately.
- b) Assessing Procurement Needs -- Procurement Officers are available to help clients estimate and forecast procurement requirements. In addition to providing clients with the opportunity to plan ahead, avoid delays, minimize cost, and exchange information about changes in the marketplace, such estimating and forecasting allow Procurement Officers to periodically combine the requirements of more than one internal client unit in order to leverage volumes and achieve improved terms, affording clients the benefit of best value for money.
- c) ECOWAS Institutions Staff Action -- The lead time associated with the initiation, solicitation and administration of contractual actions necessitates timely action. As soon as a detailed description of a requirement is ready, clients should notify the Procurement Unit. This notice should include the following:
  - i. A general description of the goods, works or services;
  - ii. Association with other ECOWAS Institutions projects or procurements;
  - iii. The required delivery date;
  - iv. The estimated cost of the item; and
  - v. Any special circumstances or other key data.

### **3.3.5 Leveraging Spend**

ECOWAS Institutions recognize the power of leveraging spend within an Institution through centralized procurement, facilitating the achievement of best value. Also, where necessary, Institutions may centralize procurement in order to maximize the financial benefits by reducing

total cost, including transaction costs, and improving quality and performance.

### **3.4 Solicitation Phase**

The solicitation phase includes the identification of prospective offerors, preparation of the solicitation distribution list, distribution of the solicitation package, and receipt of the proposals.

### **3.5 Evaluation and Selection Phase**

The proposal evaluation phase includes the evaluation of proposals that are responsive to the solicitation package. In addition, this phase includes but is not limited to performing vendor eligibility reviews, conducting technical discussions, making competitive range decisions, performing price evaluations, determining price reasonableness and calling for best and final offers (BAFOs).

### **3.6 Contract Award Phase**

The contract award phase involves making the best-value decision for the award, conducting a financial capability review, where applicable, ensuring that budget authority is still appropriate, developing an appropriate contract (with prior legal review if applicable), obtaining a signed contract from the successful offeror, and having that contract executed. This phase also involves notifying unsuccessful offerors and conducting debriefings when requested.

### **3.7 Contract Administration Phase**

The contract administration phase includes all activities necessary to ensure that the vendor adheres to the terms and conditions of the awarded contract. In addition, this phase includes but is not limited to processing and paying invoice, tracking invoices against contract funding ceilings, executing modifications, resolving contractor claims and disputes, performing audit resolutions and transition and closeout activities.

## **3.8 Definition of Procurement Requirements**

### **3.8.1 Goods**

Goods are tangible products that fall under a variety of commodity headings, including but not limited to stationery supplies, office equipment (for example, calculators, hole punches, paper cutters, staplers, and clocks), art, furniture, carpet, computer hardware and software, audio-visual equipment, photocopiers, medical supplies, printed materials, vehicles, generators and pumps.

### **3.8.2 Works**

Works are associated with the construction, reconstruction, demolition, repair or renovation of a building or structure, such as site preparation, excavation, erection, building, installation of equipment and materials, decoration, as well as services incidental to construction, such as

drilling, mapping, satellite photography, seismic investigations and similar services provided the value of those services does not exceed that of the construction itself.

### **3.8.3 Services**

Services are intangible commodities. They can include major labor contracts such as those for security, food, software development, help desk services, and custodial services, as well as more incidental assistance such as equipment rental, installation and repair, horticultural services, international courier services, painting, asbestos removal, carpentry, electrical work, and other professional services such as graphic design, web design, translation and interpretation services.

### **3.8.4 Consulting Services**

Consulting is a specific type of service which typically includes:

- a) professional and/or technical services in support of ECOWAS Institutions' headquarters, agencies or offices; and
- b) technical assistance in support of ECOWAS Institutions' operational projects.

The term "consulting services" is used to draw a distinction: It designates work products provided under contract by a firm or independent contractor, as distinct from consultants appointed under the Staff Regulations to supplement regular staffing requirements.

Where the activity is a standard bidding process for the recruitment of a consulting firm or individual consultant, the process will be managed by General Administration/Procurement and the Tender Committee where necessary. However, the Human Resource Directorate is involved where an individual consultant is being hired with an agreement for him/her to be paid as ECOWAS staff for a period by external funding, HR will be fully responsible for the recruitment process.

## **4. VENDOR REGISTRATION**

### **4.1 Registering as an ECOWAS Institution Vendor**

#### **4.1.1 Selection of Suppliers**

Great care should be taken in the selection of suppliers. New suppliers should only be added if they have technical capabilities, provide better service, or can provide goods, works and services at a lower total cost than suppliers in the Vendor Master File. They must also meet ECOWAS Institutions' standards related to product/service quality, delivery systems, price, and service objectives. Some of the more important vendor attributes to consider in supplier selection are performance history, facilities and technical strength, financial status, organization and management, reputation, systems, procedural compliance, communications, labor relations, environmental performance, diversity achievements and location.

#### **4.1.2 Vendor Registration**

ECOWAS Institutions' Vendor Registration form is available at <http://www.ecowas.int> for vendors to complete. However, ECOWAS Institutions will only process vendor registrations for vendors that have been selected to provide goods or services as a result of either a competitive process or sole source contract award.

The modalities for registration in the ECOWAS list of goods and services providers, contractors and consultants shall be as follows:

##### **4.1.2.1 Request for Expression of Interest**

This shall be done by the following methods :

###### **4.1.2.1.1 Publication of Notice of Expression of Interest**

ECOWAS shall publish a notice to invite eligible bidders with technical and financial capacities to express their interest for registration on the list of Contractors / Service Providers / Consultants.

Only bidders with the required capacity to deliver such goods, works and services and willing to accept ECOWAS terms and conditions of award shall be invited to express their interest.

The notice of Expression of Interests shall give a minimum of forty five (45) days notice.

###### **4.1.2.1.2 Candidate selection during Bidding Processes**

Candidates that are found to meet the requirements for registration on the master list during tendering processes can be recommended by the PCO for approval by the Approving Authority for inclusion in the list.

#### **4.1.2.1.3 Online registration**

This is done through the ECOWAS Institutions websites where such publications are normally made.

#### **4.1.2.2 Eligibility and capability documents**

Entities wishing to express their interest must demonstrate their eligibility and capability by providing the following information

##### **4.1.2.2.1 Organizational Details**

- Headquarters Address
- Legal Status/Memorandum and Articles of Association
- The National/Tax Identification Number;
- The Company Registration or equivalent
- The bank references;
- List of key staff with their CVs;

##### **4.1.2.2.2 Financial Capacity**

- Certified Financial Statements for the past three (3) years

##### **4.1.2.2.3 Technical Qualification**

- Number and qualifications of technical and managerial staff
- List and types of equipment and materials available
- References of major contracts performed in the past three (3) years.

#### **4.1.2.3 Evaluation of applications**

The evaluation will be based on the criteria mentioned above.

#### **4.1.2.4 Registration of Selected Applicants**

Following the receipt and evaluation of expressions of interest, ECOWAS may undertake as appropriate, a tour of the facilities of the applicants. The purpose of this visit is to corroborate some of the information provided by the applicants.

These Operations lead to the establishment of a list of several Service Providers and Consultants which would be invited for quotations for purchase of goods or services during some tendering processes.

Selected applicants shall be notified of their successful registration on the **ECOWAS list for Contractors/ Service Providers / Consultants.**

### 4.1.3 Definition of Vendor

For ECOWAS Institutions, a vendor is defined either as a Business or a Sole Proprietor/Independent Contractor.

- A Business is an organization that has been incorporated, or registered as a company (corporation, company/limited, partnership) that has been established to offer goods works or services for profit. Organizations registered as "not-for-profit" (i.e., universities, hospitals) are also considered businesses.
- A Sole Proprietor/Independent contractor is a person engaged in a business as either as a 'self employed individual' (an individual in business for himself or herself and is self employed), or as a 'sole proprietor' (an individual in business for himself or herself and who is the only owner of the unincorporated trade or business).

### 4.1.4 Status of Current and Former ECOWAS Staff

Current and former ECOWAS Institutions' staff, regardless of appointment type held (Short Term Consultant or otherwise), are **ineligible** to be ECOWAS Institutions vendors, whether as sole proprietors or independent contractors, for a period of twelve months from the termination date of their ECOWAS Institutions appointment. This limitation also applies to entities in which a current or former staff member is an owner, principal, director or senior officer, or holds a financial interest and to entities with which certain close relatives have such connections.

### 4.1.5 Vendor Application Review Guidelines

Vendor applications are reviewed using the following guidelines:

- a) The business enterprise must currently be incorporated, or registered as a company (corporation, limited, partnership) and be able to demonstrate that it has been and is offering goods/works/services under the business name for a period not less than one year. Sole Proprietors/Independent Contractors/business names must be able to demonstrate that they have been engaged in their business activity for not less than one year.
- b) The Vendor should have operated with a positive operating income for the respective periods noted on the form and must provide Annual Reports and/or audited financial statements or certified tax filings for that period which will be subject to financial review.
- c) Financial ratios (e.g., Return on Investment, Return on Equity) must be within the acceptable range for the relevant industry sector.
- d) The Vendor must have multiple business clients and the financial capacity to provide the goods, works and/or services. Financial capacity will be assessed by comparing the vendor's revenues to the value of the proposed contract(s).
- e) The Vendor must provide client references for work which has been performed within the last twelve month period.
- f) The Vendor currently must not be debarred from contracting with ECOWAS Institutions, any ECOWAS member state, or projects funded by the Community or other international agencies.
- g) The Vendor must legally be able to conduct business in the country (ies) for which they are registering.
- h) Sole proprietors must demonstrate satisfactorily that they meet the requirements of a 'sole proprietor' in the member state in which that sole proprietor is registered.

- i) Vendors must be up to date with their tax obligations

#### **4.1.6 Receipt of Contract Award**

Vendors do not need to be registered in order to be eligible to participate in bidding opportunities. However, a vendor must be an "Approved Vendor" in order to receive a contract award. Approved vendors will be expected to maintain their Vendor Registration file and advise ECOWAS Institutions of any significant business changes. Approved vendors may be asked to submit updated and/or provide additional information that may be used in determining the vendor's ability to participate in specific requests for proposals for major procurements, where additional qualification criteria, specific to the requirement, have been determined.

### **4.2 Use of Approved Vendors**

#### **4.2.1 Master Record of Vendors**

The Commission PCO maintains master records of vendors that are eligible and approved to provide ECOWAS Institutions with goods, works and services. When a requisitioner submits a requisition indicating a vendor preference, the assigned Procurement Officer checks to ensure that the vendor has been approved for use by ECOWAS Institutions. Requisitioners should check the Vendor Master File, available electronically through SAP, before recommending a new vendor and they should make every effort to select from among approved registered vendors. Although requisitioners may recommend a preferred vendor, the PCO maintains the right of final selection and will make such determination based on factors such as the vendor's performance record and percent of business with ECOWAS Institutions; pricing benchmarks; master agreements; leveraging/consolidating spend; and fairness/transparency of award. If a recommended vendor is not registered, the vendor must submit an application to the PCO. Vendor applications are available on a designated ECOWAS website.

The Commission PCO maintains the current list of vendors who are eligible to provide ECOWAS Institutions Agencies and Offices with goods, works and services. Wherever possible, ECOWAS Institutions Agencies and Offices should use only approved vendors.

#### **4.2.2 Review of Vendor List**

Following are the methods by which the ECOWAS Commission PCO maintains approved vendor list for ECOWAS Institutions:

- a) Procurement Officers review procurement activity reports, the current approved vendor list, and vendor evaluation reports in order to ensure an optimal base of suppliers annually.
- b) On an ongoing basis, Procurement Officers review qualifying information about prospective additions to the vendor list, including product, price, billing, delivery, reputation and service, to determine which vendors, if any, should be added to the vendor list.
- c) The vendor must have multiple business clients and the financial capacity to provide the goods, works and/or services. Financial capacity will be assessed by comparing the vendor's revenues to the value of the proposed contract(s).
- d) Consistent with ECOWAS Institutions' policy on anti-money laundering/combating the



financing of terrorists, companies listed on the UN 1267 sanctions list and/or member states' anti-money laundering and terrorist sanctions list are ineligible to be ECOWAS Institutions vendors and to receive ECOWAS Institutions contract awards. Companies listed on the ECOWAS Listing of Ineligible Firms are also ineligible to be ECOWAS Institutions vendors and/or receive ECOWAS Institutions contract awards.

- e) Procurement Officers also identify vendors that have performed unsatisfactorily and discuss such problems with the appropriate clients and the respective vendors. Depending on the seriousness of a situation, the ECOWAS Commission PCO may discuss remedial action(s) with the vendor concerned, followed by a letter to the vendor confirming agreements reached to correct deficiencies. If the vendor has not or cannot correct performance/product deficiencies, the ECOWAS Commission PCO shall refer the matter to the Procurement Committee or Procurement Board depending on the threshold.
- f) The Heads of Procurement in the ECOWAS Institutions will work closely with clients and with the PCOs, the Legal Directorate and other appropriate ECOWAS Institutions staff on issues related to vendor fraud, corruption and/or ethical issues (See Annex B, "ECOWAS Vendor Eligibility Policy").
- g) The Procurement Officers of all the Institutions should meet annually to review the procurement activity report of the Institutions and advise the Commission PCO on the Community proposal for improvement of the Community's procurement activities.

## **5. SOLICITATION**

### **5.1 Competition Requirements**

To ensure that ECOWAS Institutions attain best total value, all contracts for goods, works and services are awarded in line with section 5.2. Disaggregating procurements in order to circumvent competitive requirements is prohibited. Exceptions to competition must be approved by the Procurement Committee. If a requirement is less than the thresholds prescribed herein, and the Procurement Unit believes that competition will result in best value or lower cost, the Procurement Unit is encouraged to conduct a competitive solicitation process. Whenever possible, competitive bidding should be used in the procurement process as a way of ensuring best total value.

Competition is achieved using email, or written solicitation. Best practice is to document quotes received. When conducting a written solicitation, an approved procurement template should be used. To achieve adequate competition, bids or proposals should be invited from at least three responsible suppliers from the approved Vendor List each of whom can satisfy the solicitation requirements independently. When using a written solicitation, the Procurement Officer determines whether to use an IFB, RFP, RFQ, or some other appropriate solicitation method.

### **5.2 Competition Thresholds for Procurements**

The different thresholds for the Commission, other ECOWAS Institutions and the Agencies and Offices are set out in the Tenders Code.

#### **5.2.1 Deviations from Competition for Renovation and Construction**

Single-source procurement is defined as the consideration of only one supplier when several suppliers exist. Sole-source deviations occur when only one qualified supplier exists for the specific requirement.

Where a single-source/sole-source is authorized to a general contractor or architectural/engineering firm as the construction vendor, the Procurement Unit shall ensure that the construction vendor uses competitive bidding with written quotations from at least three subcontractors for trades including, but not limited to, mechanical, electrical and plumbing services which it does not carry out with its own labor force.

Requests for single-source/sole-source procurements must be documented and approved by the Procurement Committee, depending on the conditions listed below. Single-source/sole-source procurements may be approved under the following criteria:

- a) When the proposed construction services may invalidate warranty of the existing work if carried out by a construction vendor other than the original vendor
- b) When a lease arrangement requires a prescribed contractor in these instances, the Procurement Officer will undertake an evaluation of costs and may need to negotiate prices to ensure the integrity of the process and prevent ECOWAS Institutions from over-

- paying for services; or
- c) For other reasons that the Procurement Officer finds acceptable.

### 5.3 Exceptions to Competition

This section provides procedures for preparing and approving a justification for a noncompetitive procurement selection. Although it is ECOWAS Institutions' policy to procure goods or services through a competitive process to the maximum extent possible, instances arise when a noncompetitive procurement selection is justified. In these instances, the Procurement Officer may recommend a noncompetitive procurement selection by submitting a single-source or sole-source justification to the PCO for the attention of the Procurement Committee. In either case, requests for single-source or sole-source procurements must be fully justified and documented by the requisitioner and approved by the Procurement Committee.

- A Direct contracting is one where a Procurement Unit actively selects one supplier for specific business reasons, although many suppliers are available. For example, should ECOWAS Institutions select a certain technology platform (e.g. the Google Search engine), purchasing additional licenses for that technology may be a justified single source
- A sole-source selection is one where only one source is available (for example, a utility company), or when only one source makes the item that an organization/institution needs.

Single-source/sole-source procurements may be approved when any of the following criteria is met:

- a) When supplies, equipment or services are available at a lower cost than commercially available; when a standardization of supplies or equipment has been approved that renders competition impractical. (Not all such standardization excludes price competition, since standardized equipment may be available through more than one distributor source or reseller at varying prices/service levels);
- b) When the proposed contract relates to specialized services or technical equipment, and the requesting Procurement Unit has made a qualitative judgment that the selected vendor (a single source) is best suited to do the work or furnish the equipment. In such an instance, Procurement Officer must be satisfied that the reasons given for exclusion from competition are valid and may obtain the opinion of outside sources in determining the validity of the single/sole source request;
- c) When the proposed contract relates to specialized services, unique expertise or technical equipment and the selected vendor is the only source (a sole source) able to do the work or furnish the equipment. In such an instance, the PCO must be satisfied that the vendor is a sole source;
- d) When the proposed task under a services contract is a natural continuation of a previous task carried out by the same vendor; or
- e) When the PCO finds other reasons to be acceptable.

Procurements below the competition thresholds are not single-source procurements.

#### 5.3.1 Market Research

Before preparing the justification, the Procurement Officer will conduct market research to identify possible sources for the goods, works or services required. The result of the market research should be documented and submitted with the justification.

### **5.3.2 Justification Preparation**

All justifications will include the following information:

- a) A description of the goods, works or services required to meet ECOWAS Institutions' needs (including estimated value);
- b) A rationale for the use of noncompetitive procurement, referring to the relevant criteria in 5.3;
- c) A demonstration that the proposed contractor meets ECOWAS Institutions' needs
- d) Any patent rights, copyrights or other proprietary information that may preclude competition in this instance;
- e) The results of any market research;
- f) A determination that includes documented evidence or benchmarks that the anticipated price is fair and reasonable; and
- g) The user unit or budget holder's written concurrence with the recommended single- or sole-source.

## **5.4 Solicitation Procedures and Types**

The Procurement Officer prepares and distributes a solicitation to prospective vendors. The solicitation must include technical specifications such as SOW, a TOR, or a Performance Work Statement (PWS), price sheet, questionnaire, proposed contract terms and conditions, evaluation criteria weights, and any other necessary information. Solicitations intended to result in multiyear contract awards must require respondents to submit financial statements for a specified number of years so that respondents' financial status/stability can be determined. All requirements must be clearly stated in the body of the solicitation, and all must be specifically addressed by the Procurement Officer during any subsequent pre-bid/proposal conference.

Procurement Officers should document the entire solicitation process including pre-proposal conferences, bidders/offeror questions and answers, evaluation team meetings, award analysis, and recommendations and decisions. Examples below include, but not limited to, the different types of procurement methods used by Procurement Officers.

### **A. Selection Methods for the Employment and Use of Consultants**

#### **5.4.1 Quality and Cost Based Selection**

QCBS uses a competitive process among short-listed firms that takes into account the quality of the proposal and the cost of the services in the selection of the successful firm. Cost as a factor of selection shall be used judiciously. The relative weight to be given to the quality and cost shall be determined for each case depending on the nature of the assignment.

The selection process shall include the following steps:

- (a) preparation of the TOR;
- (b) preparation of cost estimate and the budget, and short-listing criteria;
- (c) advertising;
- (d) preparation of the short list of consultants;
- (e) preparation and issuance of the RFP (which should include: the Letter of Invitation (LOI), Instructions to Consultants (ITC), the TOR, and the proposed draft contract);
- (f) receipt of proposals;
- (g) evaluation of technical proposals: consideration of quality;
- (h) public opening of financial proposals;
- (i) evaluation of financial proposal;
- (j) final evaluation of quality and cost; and
- (k) negotiations and award of the contract to the selected firm.

#### **5.4.2 Quality Based Selection**

QBS is appropriate for the following types of assignments:

- (a) complex or highly specialized assignments for which it is difficult to define precise TOR and the required input from the consultants, and for which the client expects the consultants to demonstrate innovation in their proposals (for example, country economic or sector studies, multi-sector feasibility studies, design of a hazardous waste remediation plant or of an urban master plan, financial sector reforms);
- (b) assignments that have a high downstream impact and in which the objective is to have the best experts (for example, feasibility and structural engineering design of such major infrastructure as large dams, policy studies of national significance, management studies of large government agencies); and
- (c) assignments that can be carried out in substantially different ways, such that proposals will not be comparable (for example, management advice, and sector and policy studies in which the value of the services depends on the quality of the analysis).

In QBS, the RFP may request submission of a technical proposal only (without the financial proposal), or request submission of both technical and financial proposals at the same time, but in separate envelopes (two-envelope system). The RFP shall provide either the estimated budget or the estimated time of key experts, specifying that this information is given as an indication only and that consultants shall be free to propose their own estimates. If technical proposals alone were invited, after evaluating the technical proposals using the same methodology as in QCBS, the Committee shall ask the consultant with the highest ranked technical proposal to submit a detailed financial proposal. The Committee and the consultant shall then negotiate the financial proposal and the contract. All other aspects of the selection process shall be identical to those of QCBS, including the publication of the award of contract, except that only the contract price of the winning firm is published. If consultants

were requested to provide financial proposals initially together with the technical proposals, safeguards shall be built in as in QCBS to ensure that the financial proposal of only the selected firm is opened and the rest returned unopened, after the negotiations are successfully concluded.

#### **5.4.3 Selection under a Fixed Budget**

This method is appropriate only when the assignment is simple and can be precisely defined and when the budget is fixed. The RFP shall indicate the available budget and request the consultants to provide their best technical and financial proposals in separate envelopes, within the budget. The TOR should be particularly well-prepared to make sure that the budget is sufficient for the consultants to perform the expected tasks. The RFP shall clearly indicate whether the budget includes taxes or levies payable in the Borrower country, and the price of any inputs provided by the client. The evaluation of all technical proposals shall be carried out first as in the QCBS method. Then the financial proposals shall be opened. Proposals that exceed the indicated budget shall be rejected. The consultant who has submitted the highest ranked technical proposal among the rest shall be selected and invited to negotiate a contract. The award of contract shall be published.

#### **5.4.4 Least Cost Selection**

This method is generally appropriate for selecting consultants for assignments of a standard or routine nature (audits, engineering design of noncomplex works, and so forth) where well-established practices and standards exist. Under this method, a “minimum” qualifying mark for the “quality” is established. Proposals, to be submitted in two envelopes, are invited from a short list. Technical proposals are opened first and evaluated. Those securing less than the minimum qualifying mark are rejected, and the financial proposals of the rest shall be opened. The firm with the lowest price shall then be selected. Under this method, the minimum qualifying mark shall be established, understanding that all proposals above the minimum compete only on “cost”. The minimum qualifying mark shall be stated in the RFP. The award of contract shall be published.

#### **5.4.5 Selection Based on the Consultants’ Qualifications**

This method may be used for small assignments or emergency situations declared by the Community and recognized by the Institution for which the need for issuing an RFP, and preparing and evaluating competitive proposals is not justified. In such cases, the Institution shall prepare the TOR and obtain expressions of interest that include information on their experience and qualifications, eventually through an REOI as may be needed, from as many firms as possible, and at least three qualified firms with relevant experience. Firms having the required experience and competence relevant to the assignment shall be assessed and compared, and the best qualified and experienced firm shall be selected. Only the selected firm shall be asked to submit a combined technical and financial proposal and, if such proposal is responsive and acceptable, be invited to negotiate a contract. Both technical and

financial aspects of the proposal may be negotiated. The minutes of negotiations shall be prepared and signed by both parties. Awards of contract shall be published.

#### **5.4.6 Direct Contracting**

Direct contracting of consultants does not provide the benefits of competition in regard to quality and cost, lacks transparency in selection, and could encourage unacceptable practices. Therefore, Direct contracting shall be used only in exceptional cases. The justification for Direct contracting shall be examined in the context of the overall interests of the client, and the Institution's responsibility to ensure economy and efficiency and provide equal opportunity to all qualified consultants.

Direct contracting may be appropriate in the following cases, and only if it presents a clear advantage over competition: (a) for tasks that represent a natural continuation of previous work carried out by the firm; (b) in exceptional cases, such as, but not limited to, in response to natural disasters and for emergency situations both declared and recognized by the Institution; (c) for very small assignments; or (d) when only one firm is qualified or has experience of exceptional worth for the assignment. In all such cases, the Institution is not required to issue an RFP and shall submit to the Board for its review and approval the TOR of the assignment, a sufficiently detailed justification including the rationale for Direct contracting instead of a competitive selection process, and the basis for recommending a particular firm, except for contracts below a threshold defined on the basis of risks and the scope of the project, and set forth in the Procurement Plan.

When continuity for downstream work is essential, the initial RFP shall outline this prospect, and, if practical, the factors used for the selection of the consultant shall take the likelihood of continuation into account. Continuity in the technical approach, experience acquired, and continued professional liability of the same consultant may make continuation with the initial consultant preferable to a new competition subject to satisfactory performance in the initial assignment. For such downstream assignments, the Institutions shall ask the initially selected consultant to prepare technical and financial proposals on the basis of the TOR furnished by the Institution, which shall then be negotiated.

If the initial assignment was not awarded on a competitive basis or was awarded under tied financing or if the downstream assignment is substantially larger in value, a competitive process acceptable to the Community shall normally be followed in which the consultant carrying out the initial work is not excluded from consideration if it expresses interest. The Community will consider exceptions to this rule only under special circumstances and only when a new competitive process is not practicable. The award of contract shall be published.

## **B. PROCUREMENT METHOD FOR GOODS, WORKS AND SERVICE**

### **5.4.7 International Competitive Bidding**

Where the activity provides financing for a program of imports, ICB with simplified advertising and currency provisions may be used for large-value contracts, as defined in the

## Tender Code

Specific Procurement Notices shall be inserted in at least two (2) newspapers of national circulation in the Institution's host country (or in the official website, if any, or on a widely used website or electronic portal with free national and international access) in addition to ECOWAS Institutions' Websites. The period allowed for submission of bids may be reduced to 4 - 6 (four to six) weeks. Bidding and payment may be limited to one currency widely used in international trade.

The selection process will incorporate the following steps:

1. expression of needs
2. preparation of tender documents
3. advertisement
4. receipt of bids
5. bids opening session
6. evaluation of bids
7. award
8. drafting of contract
9. signing the contract

The needs are reflected in the Annual Procurement Plan (APP). On the basis of this plan and technical specifications in the bidding validated, the Procurement Division, in connection with technical departments plan the acquisition of goods or execution of work according to a validated in accordance with Procurement Plan.

Whenever a procurement process is launched, the Procurement Division of each institution must submit a schedule for the opening and evaluation operations by including therein the dates and times of meetings of the Sub Committee, in accordance with a specified time table. Once this calendar is validated, the Chair of the Procurement Committee shall inform all members of the committee.

All provisions of this method are applicable to Limited International Bidding (5.4.8), Local Competitive Bidding (5.4.9) and Regional Competitive Bidding (5.4.10), however methods of inviting bidders vary.

## **C. OTHER METHODS OF PROCUREMENT**

### **5.4.8 Limited International Bidding**

Limited International Bidding (LIB) is essentially ICB by direct invitation without open advertisement. It may be an appropriate method of procurement where (a) there is only a limited number of suppliers, or (b) other exceptional reasons may justify departure from full ICB procedures. Under LIB, Institutions shall seek bids from a list of potential suppliers broad enough to assure competitive prices, such list to include all suppliers when there are only a limited number. Domestic preferences are not applicable in the evaluation of bids under LIB. In all respects other than advertisement and preferences, ICB procedures shall apply, including the publication of the award of contract.



#### **5.4.9 Local Competitive Bidding**

Local Competitive Bidding (LCB) is the competitive bidding procedure normally used for public procurement in the country of the ECOWAS Institution, and may be the most appropriate way of procuring goods or works which, by their nature or scope, are unlikely to attract foreign competition. To be acceptable for use in ECOWAS and Development Partners-financed procurement, these procedures shall be reviewed and modified as necessary to assure economy, efficiency, transparency, and broad consistency with the provisions included in Section I of these Guidelines. LCB may be the most appropriate method of procurement where foreign bidders are not expected to be interested because (a) the contract values are small, (b) works are scattered geographically or spread over time, (c) works are labor intensive, or (d) the goods or works are available locally at prices below the international or regional market. LCB procedures may also be used where the advantages of ICB are clearly outweighed by the administrative or financial burden involved.

Advertising may be limited to the national press. Bidding documents must be only in a national language of the ECOWAS Institutions country, and in the currency of the hosting country of the ECOWAS.

In addition, the bidding documents shall provide clear instructions on how bids should be submitted, how prices should be offered, and the place and time for submission of bids. Adequate response time for preparation and submission of bids shall be provided. The procedures shall provide for adequate competition in order to ensure reasonable prices, and methods used in the evaluation of bids and the award of contracts shall be objective and made known to all bidders in the bidding documents and not be applied arbitrarily. The procedures shall also include public opening of bids, publication of results of evaluation and of the award of contract and provisions for bidders to protest. If foreign firms wish to participate under these circumstances, they shall be allowed to do so.

#### **5.4.10 Regional Competitive Bidding**

Regional Competitive Bidding (RCB) is the competitive bidding procedure normally used for public procurement in the country of the ECOWAS Institution, and may be the most appropriate way of procuring goods or works which, by their nature or scope, are unlikely to attract foreign competition. To be acceptable for use in ECOWAS and Development Partners-financed procurement, these procedures shall be reviewed and modified as necessary to assure economy, efficiency, transparency, and broad consistency with the provisions included in Section I of these Guidelines. LCB may be the most appropriate method of procurement where foreign bidders are not expected to be interested because (a) the contract values are small, (b) works are scattered geographically or spread over time, (c) works are labor intensive, or (d) the goods or works are available locally at prices below the international or regional market. LCB procedures may also be used where the advantages of ICB are clearly outweighed by the administrative or financial burden involved.

Advertising must be published into the fifteen (15) members states and in the ECOWAS Website. Bidding documents should be written in the three languages of ECOWAS, and the can submit their offer in their local currency.

#### **5.4.11 Shopping**

Shopping is a procurement method based on comparing price quotations obtained from several suppliers (in the case of goods), from several contractors (in the case of civil works), or service providers (in the case of non-consulting services) with a minimum of three, to assure competitive prices, and is an appropriate method for procuring limited quantities of readily available off-the-shelf goods or standard specification commodities of small value, or simple civil works of small value when more competitive methods are not justified on the basis of cost and efficiency. If the Procurement Officer has been unable to obtain at least three quotations, it shall provide the Procurement Board with the reasons and justification why no other competitive method could be considered and obtain an approval before proceeding on the basis of the only responses already received. Requests for quotations shall indicate the description and quantity of the goods or specifications of works, as well as desired delivery (or completion) time and place. Quotations may be submitted by letter facsimile, or by electronic means. The evaluation of quotations shall follow the same principles as of open bidding. The terms of the accepted offer shall be incorporated in a purchase order or brief contract.

#### **5.4.12 Direct Contracting**

Direct contracting is contracting without competition (single-source) and may be an appropriate method under the following circumstances. The Procurement Officer shall submit to the Procurement for its review and no objection a sufficiently detailed justification, including the rationale for direct contracting instead of a competitive procurement process and the basis for recommending a particular firm in all such cases, except for contracts below a threshold defined on the basis of risks and the scope of the project, and set forth in the Procurement Plan. (a) An existing contract for goods, works, and non-consulting services, awarded in accordance with procedures acceptable to the Institution, may be extended for additional goods, works, and non-consulting services of a similar nature. The Procurement Committee shall be satisfied in such cases that no advantage could be obtained by further competition and that the prices on the extended contract are reasonable. Provisions for such an extension, if considered likely in advance, shall be included in the original contract; (b) standardization of equipment or spare parts, to be compatible with existing equipment, may justify additional purchases from the original Supplier. For such purchases to be justified, the original equipment shall be suitable, the number of new items shall generally be less than the existing number, the price shall be reasonable, and the advantages of another make or source of equipment shall have been considered and rejected on grounds acceptable to the Institution; (c) the required equipment is proprietary and obtainable only from one source; (d) the procurement of certain goods from a particular supplier is essential to achieve the required performance or functional guarantee of an equipment or plant or facility; (e) in exceptional cases, such as, but not limited to, in response to natural disasters and emergency situations declared by the Community and recognized by the Institution. The procedure for the publication of the award of contract shall be followed.

### **C Specific Procurement Methods**

### **5.4.13 Framework Agreements**

A Framework Agreement (FA) is a long-term agreement with suppliers, contractors and providers of non-consulting services which sets out terms and conditions under which specific procurements (call-offs) can be made throughout the term of the agreement. FAs are generally based on prices that are either pre-agreed, or determined at the call-off stage through competition or a process allowing their revision without further competition. FAs may be permitted as an alternative to the Shopping and NCB methods for: (a) goods that can be procured off-the-shelf, or are of common use with standard specifications; (b) non-consulting services that are of a simple and non-complex nature and may be required from time to time by the same agency (or multiple agencies) of the Community; or (c) small value contracts for works under emergency operations. The Procurement shall submit to the Procurement for its approval the circumstances and justification for the use of an FA, the particular approach and model adopted, the procedures for selection and award, and the terms and conditions of the contracts. FAs shall not restrict foreign competition, and should be limited to a maximum duration of 3 (three) years. FA procedures applicable to the activity are those of the Institutions that have been deemed acceptable by the Community, and shall be described in the Annual Workplan. Maximum aggregate amounts for the use of an FA shall be set in the procurement plan in accordance with risks and in no case higher than the applicable NCB maximum aggregate amounts, and shall be agreed with the Procurement Board. FAs shall follow all guiding principles and procedures of NCB including but not limited to the procedures for advertisement, fair and open competition, an effective and independent protest mechanism, and transparent bid evaluation and selection criteria. Publication of award of the FA shall follow the procedures.

## **5.5 Advertised Competition**

To maximize competition, timely notification to vendors of opportunities to submit bids/proposals is essential. The Procurement Officer, in consultation with the user unit, develops a solicitation methodology consistent with the need for adequate competition. ECOWAS Institutions procurements are open to competition from vendors in all countries, subject to the competitors being eligible and legally able to conduct business in the country of performance/delivery. Advertisement through ECOWAS Institutions' Website is the standard vehicle for local and international advertising of procurement opportunities at ECOWAS Institutions.

In all Institutions, Agencies and Offices, advertisements will be carried out in accordance with local practice (for example, on the local ECOWAS Institutions Web site, in local newspapers or periodicals). If it is determined that this standard advertising method is either insufficient or ineffective, on the recommendation of the Procurement Officer it may be augmented by placing specific newspaper or other traditional forms of advertisement in locations where suppliers are being targeted. Advertising requirements are listed in section 5.2.

Timely notification of bidding opportunities is essential in competitive bidding. The Procuring ECOWAS Institution is required to prepare a General Procurement Notice and arrange for its publication in line with the provisions specified in the ECOWAS Tender Code. The General Procurement Notice shall contain information concerning the Procuring ECOWAS Institution, amount and purpose of the funding, scope of procurement reflecting the Procurement Plan, and the name, telephone (or fax) number, and address of the ECOWAS Institution responsible

for procurement, and the address of a widely used electronic portal with free national and international access or website where the subsequent Specific Procurement Notices will be posted. If known, the scheduled date for availability of prequalification or bidding documents should be indicated. The related prequalification or bidding documents, as the case may be, shall not be released to the public earlier than the date of publication of the General Procurement Notice.

Invitations to prequalify or to bid, as the case may be, shall be advertised as Specific Procurement Notices in line with the provisions specified in the ECOWAS Tender Code. Notification shall be given in sufficient time to enable prospective bidders to obtain prequalification or bidding documents and prepare and submit their responses.

### **5.5.1 General Procurement Notice**

The General Procurement Notice (GPN) contains advance information on the major procurement packages being considered or approved for funding by the ECOWAS Institution. The information is intended to alert suppliers and contractors of NCB and ICB procurement and consultants of upcoming opportunities. The information to be included in the GPN includes:

- The name of the ECOWAS Institution;
- Description of the institution's program of activity;
- The scope of procurement under NCB and ICB and consulting assignments
- If known, the schedule dates for availability of the tendering documents or, as appropriate, the prequalification documents.

### **5.5.2 Specific Procurement Notice**

A Specific Procurement Notice (SPN), for each of the major procurement packages in the procurement plan should also be issued. SPNs are issued either as a public Invitation for Prequalification, or in the absence of pre-qualification, as an Invitation for Tenders. It is recommended in practice that the invitation also be incorporated in the front of the prequalification or tender documents as appropriate for reference purposes. SPNs should provide adequate notification of specific contract opportunities or Invitation for Tenders (IFT) by an ECOWAS Institution regardless of what procurement method is used.

If there has been prequalification, the ECOWAS Institution sends the Invitation for Tender (IFT) and tendering documents only to the pre-qualified potential bidders, with notification of their successful prequalification. No additional notices or any advertising for tendering are required or should be issued under these circumstances.

The SPN contains among others information concerning:

- The name of the procuring entity;
- The name or nature of the contract;
- Items to be procured;
- Contact information for obtaining tendering documents;
- Cost of the tendering documents;
  
- Place and deadline for tender submission;
- Required Bid security amount and format;
- The place, date and time of tender opening; and

- The minimum qualifications that bidders must meet. An invitation for prequalification includes similar information including the place and deadline for submission of the application to pre-qualify.

## **5.6 Prequalification of Offerors**

Prequalification is a process used to screen potential offerors in order to ensure, in advance of competition, that solicitations are extended only to those companies that have the financial capacity and technical capability to deliver on the requirements. Requests for prequalification information are intended to obtain sufficient organizational, capacity, performance, and financial data to determine a firm's qualifications to perform the intended contract. Procurement Officers receive and review, with an evaluation committee, the details of firms' organizational and financial structure as well as a list of previous work and client references, certification licenses, and any other special requirements. All firms successfully prequalified are permitted to respond to the solicitation.

## **5.7 Specifications**

A technical specification defines the contractual performance required of a vendor and varies in format with the type and complexity of the goods, works or services being obtained. Specifications may include, as applicable, vendor personnel and equipment requirements, vendor performance requirements, and a proposed quality assurance surveillance plan. User units are responsible for developing the specification document. The Procurement Officer is responsible for reviewing specifications for clarity, completeness, and adherence to ECOWAS Institutions procurement procedures. Care should be taken to ensure that specifications are not restrictive and are not vendor-specific and that they adequately define the requirement in terms of performance parameters. The following are the most frequently used specification formats:

- Specifications for goods is used to define and describe the requirements, capabilities or part numbers for commercially available product or equipment;
- Performance Work Statement (PWS) - used to define and describe labor service requirements (such as custodial services and construction trades);
- Terms of Reference (TOR) - used to define the performance requirements for expert and advisory services;
- Technical Specification/SOW - used to define the requirements for the acquisition of highly complex goods, works or services.

## **5.8 Bid security**

For solicitation by Open Competitive Bidding, bid security of 1% (ICB) or 2% (Others) of the estimated cost of the contract shall be required. The validity period will be as specified in the bidding documents.

1. The submission of bid security after bids are opened should be treated in a same manner as not submitting a bid security. If bidders withdraw or modify their bids during the period of validity or they are awarded the contract and they fail to sign the contract or to submit a performance security before the deadline defined in the

- bidding document, the bid security will be called.
2. Bidders shall be required to submit bids valid for a period specified in the bidding document which shall be sufficient to enable the ECOWAS Institutions to complete the evaluation of bids, and obtained all the necessary approvals so that the contract can be awarded within the validity period. If the period of the bid security submitted does not exceed the bid validity period by at least four (4) weeks, it shall be rejected.
  3. The bid security shall be in the amount and the form specified in the bidding document and shall remain valid for a period sufficient to provide reasonable time for the ECOWAS Institutions to act if the security to be called. Failure to submit bids securities in the prescribed format is considered as a major deviation and sufficient grounds for rejection of bids. If the form of the bid security is in a different format from that prescribed in the bidding document, the bid should be rejected. Similarly, if the amount of the bid security submitted is less than the amount stated in the bid, it shall be rejected.
  4. Bid securities shall be released to unsuccessful bidders once the contract has been signed with the winning bidder.

## **5.9 Pre-bid/Proposal Conference**

The Procurement Officer may hold a preliminary conference for procuring goods, works and services, consultants, or construction, depending on the complexity of the requirement. The conference is an open forum at which questions and comments from potential offerors are entertained. Minutes from the meeting are published as an addendum to the solicitation and distributed to all bidders/offerors of record.

## **5.10 Modifications/Changes to Solicitation Documents**

### **5.10.1 Necessity to Modify Solicitation Document**

On occasion it may become necessary to modify a solicitation document. Should a modification be necessary, a written notification (Amendment) detailing the modification, clarification, or change will be provided to all bidders/offerors of record. Modifications or changes to a solicitation may, at the discretion of the Procurement Officer, result in an extension to the solicitation close-date.

### **5.10.2 Extension of Response Period Due to Modification**

The preferred solicitation response period is two weeks for an IFB and four weeks for an RFP. International solicitations and solicitations for large or complex requirements normally require a four-to-six-week response period. The appropriate response time is determined by the Procurement Officer who will consider the state of the market-place, the nature and the complexity of the procurement, the availability of pricing information, the need to provide third parties or subcontractors to cost positions of the work, etc. The Procurement Officer is responsible for responding to oral or written questions relating directly to the content of the solicitation. All inquiries or questions regarding the procurement must be directed to the

designated Procurement Officer.

Throughout the solicitation process, any information given in response to a respondent's questions must also be provided, in writing, to all vendors receiving the solicitation. Questions about matters that differ materially from the solicitation are not entertained. Only the Procurement Officer may contact vendors prior to award of the contract. With reference to the specific procurement project, in order to maintain transparency and fairness, there must be no contact about the requirements or the solicitation between other ECOWAS Institutions staff and the vendors throughout the procurement process.

### **5.11 Submission of Bids/Proposals**

Bids and proposals must be submitted in accordance with the instructions in the solicitation documents. Unless specifically authorized in the bid documents, email bids are not considered. Telegraphic or email modifications of bids already submitted are considered if received in an acceptable format, as prescribed in the solicitation document, prior to the bid due date and time. The Procurement Officer may send the solicitation by hard copy or using electronic means. Although the steps may be different from those in the hard-copy bidding process, the goal of creating competition by soliciting quotes from several responsible vendors for the purpose of price comparison must be preserved. The integrity, transparency, and fairness of the bidding process must also be protected. Bids received electronically will be stored in an unopened state until the specified bid opening date.

### **5.12 Bid/Proposal Opening**

Bids in response to an IFB are received by the Procurement Officer until the time and date specified in the IFB, and are then opened at the specified time. Upon receipt, bids are date-stamped and secured. Bids that are received after the bid closing will not be opened and will be returned to the bidder. Public Bid Openings are held for solicitations by open competitive bidding and are open to all interested parties, both internal and external to the ECOWAS Institutions. At these openings, the name of each bidder and the total value of each bid, including any requested or alternative bids, are read aloud and recorded, and a list of all attendees is recorded and kept on file. Following the close of the Public Bid Opening, an in-depth review of the bids is undertaken to determine the actual award.

Proposals are received by the Procurement Officer until the specific time on the date specified in the RFP. Upon receipt, they are date-stamped and secured. All proposals submitted within the specified deadline are accepted. Proposals received after the due date specified in the RFP but before the technical/operational evaluation team initiates the evaluation process may also be accepted if the acceptance does not create the appearance of, or an actual, unfair advantage for any of the participating competitors.

The PCO must approve the acceptance of any proposals received after the due date. Proposals received after the onset of the evaluation process are returned unopened to the vendor. Proposals submitted in response to an RFP are not opened publicly.

Proposals are reviewed for completeness, mathematical accuracy, and responsiveness to the solicitation documents. Only bids conforming to these review criteria are considered in the bid evaluation process.

Before starting the evaluation process the Procurement Committee establishes a technical sub-committee. The technical sub-committee includes the project manager and other knowledgeable staff and may include the assigned Procurement Officer. It is the Procurement Officer's responsibility to ensure that the technical sub-committee has representatives from stakeholders, technical resource persons, and clients who can participate substantively in the evaluation and who will balance the appearance of bias and undue influence in the scoring/evaluation process. The technical sub-committee, with the advice of the PCO, is responsible for establishing the technical evaluation criteria and weights that will be included in the solicitation and applied in the review and evaluation of the proposals.

The Procurement staff must always be present at a bid or proposal opening: the Procurement Committee conducts the bid/proposal opening with the assistance of the Procurement Staff. Each bid is examined to ensure its integrity before it is opened and endorsed by each member of the Procurement Committee. Bids/proposals are read out for bid price (where applicable) and all documents required in the solicitation document.

### **5.13 Changes to Bids/Proposals**

Bidders are not permitted to alter bid proposals after they have been opened. However, clarifications that will not change the substance of the bid may be accepted.



## **6. EVALUATION AND SELECTION**

### **6.1 Basis for Award**

The vendor is selected in accordance with the basis for the award as specified in the solicitation, and as described below:

- a) For a procurement in response to an IFB or RFQ (usually goods or construction), award is made to the vendor determined to be most responsive and responsible and offering the lowest price.
- b) For a procurement in response to an RFP (primarily services or complex goods, processes, or systems), one of two evaluation procedures is used. The first relies solely on an evaluation of the technical/operational competence of the vendor, of the vendor personnel undertaking the assignment, and of the proposal. The second involves both a technical/operational evaluation and a consideration of the offered price of the services. Award is made to the offeror in accordance with the award instructions in the RFP.
- c) The Procurement Committee determines whether the vendor selected for award is responsible. A responsible vendor is defined as one with the operational capacity, capability, and willingness to successfully complete the contract. In making this determination, the Procurement Committee considers various elements including financial stability, financial ratios, the location and operating capacity of the vendor's plant and personnel, and the effect of other financial and resource commitments, as well as the vendor's experience, past performance, and history of adherence to ethical business practices.

### **6.2 Evaluation of Proposals**

Once the Procurement Committee determines which vendors, if any, meet the mandatory requirements, taking into account the vendors' financial capabilities and any special certificates or licensing, the qualified proposals are then distributed to the technical sub-committee for review and evaluation in accordance with established evaluation criteria. A competitive range is determined on the basis of price and technical/operational and other salient factors, including all proposals that have a reasonable chance of being selected for award. Where additional information or clarification is required to complete the technical evaluation, the Procurement Committee may seek information or clarification in writing, specifying the request and the date and time it is due.

The technical sub-committee reviews and evaluates the technical proposals according to the criteria and weights included in the solicitation. The technical review includes an evaluation of the technical/operational merit of each proposal, as well as a review of each vendor's experience, capability, capacity and resources, approach and methodology. Technical reviews may also include but are not limited to site visits, oral presentations and demonstrations and customer references.

Each member of the technical sub-committee independently evaluates each proposal and assigns a score to each in accordance with the approved evaluation plan. The Chair of the technical sub-committee may convene the sub-committee members and obtain a consensus on each evaluation factor and ultimately document the reason for each score. This information is included in the sub-committee's report to the Procurement Committee. The technical sub-committee worksheets and individual scores are forwarded to the Procurement Committee with

the Sub-committees report for further analysis, review and for retention in the solicitation files. The Procurement Committee may request additional information in cases of inconsistent evaluation or extreme differences in technical scores among the technical sub-committee team members. In tallying the score, the Procurement Committee, at its sole discretion, may disregard scores that fall outside the norm (outliers) in instances where there is extreme disagreement between them and the scores of other team members, since such extremes could reflect a bias or lack of objectivity or a misunderstanding of criteria and weightings.

The Procurement Committee is responsible for evaluating each vendor's financial condition and all cost/price analysis. The extent to which price may be used as a factor in selection depends on the technical complexity of the assignment, the impact of the assignment on the end product, and the comparability of proposals. The more complex the assignment, the more significant the end product, or the less comparable the proposals, the less influence price should have on the selection. For requirements that are difficult to specify precisely, are at the high end of the complexity scale, or whose end product is such that a small reduction in quality could conceivably have an unacceptable impact, price should not be used as the primary evaluation criterion. In these situations, it is the responsibility of the Procurement Committee to benchmark the pricing so that the accepted/negotiated price is competitive with the market and represents fair value.

When price is not a significant factor, the award is made to the vendor receiving the highest technical/operational evaluation and with which satisfactory price and terms can be negotiated and agreed upon. The technical/operational evaluation is usually based on three primary factors (listed below) to which numerical ratings are given on a scale of 1 to 100. A relative weight is also given to each factor; this varies with the type of assignment and must be arrived at in consultation with the Procurement Committee. The three primary factors commonly evaluated when procuring consulting firm services are:

- a) Technical or operational competence and experience of the vendor
- b) Appropriateness of program methodology and approach, and
- c) Quality of proposed key personnel.

Where price is a significant evaluation factor, the technical evaluation is undertaken independently and free from the influence of price. A two-stage procedure may be employed whereby the technical and financial proposals are either submitted separately in sealed envelopes or submitted at a later date. The results from the technical evaluation and the price evaluation are relied on to select the proposal that provides ECOWAS Institutions with the best total value. The best-value concept allows for a trade-off in which higher technical achievement can justify higher costs. In order to do a two-stage evaluation, the Procurement Committee/technical sub-committee must first evaluate the technical proposals and then consider the cost proposals in order to determine best total value.

The best and easiest method for including price is to combine the results of the technical evaluation with those of the price evaluation using predetermined weights. A relative weight for price should be no less than 20 percent to 30 percent in order to control costs; the Procurement Officer will assist in determining the appropriate weighting for price. If there is disagreement over the weighting, the PCO will make the determination, based on serving ECOWAS Institutions overall best interest.

To safeguard the integrity of the two-stage procedure, appropriate measures are followed to

ensure that price information is not available to the evaluators until the technical/operational evaluation has been completed. This typically involves ensuring that price proposals remain sealed under the control of the PCO. On occasion, due to budgetary restrictions, it may be agreed between the PCO and the project manager that prices be opened; in such a case, the project manager is provided with a price range for comparison with the budgetary restrictions. Individual offerors' prices, unit or otherwise, are not revealed by the Procurement Unit until after the technical evaluation is completed and then only to the Project Manager. ECOWAS Institutions respect the fact that pricing is generally proprietary and confidential and therefore as a standard practice reveals prices on a 'need to know' basis only.

### **6.3 Rejection of Bids/Proposals**

ECOWAS Institutions reserve the right to reject any bid or proposal without recourse, to request substantiation or clarification of any or all information received, and to ask for interviews with the management staff of bidders/offerors when necessary. The Procurement Committee may reject all bids or proposals under any of the conditions listed below:

- a) Bids were received pass the due date and time as specified in the solicitation document;
- b) Bids received are not responsive to the content of the solicitation; and
- c) The solicitation has been cancelled for ECOWAS Institutions business reasons

When bids or proposals are rejected, the PCO shall provide written notification to the affected bidders or offerors.

### **6.4 Cancellation of a Solicitation**

ECOWAS Institutions reserve the right to cancel a solicitation without recourse, at any time during the solicitation and evaluation process and prior to contract award. The Procurement Committee may cancel all of the bids or proposals under any of the conditions listed below:

- a) The basis for the original solicitation no longer exists;
- b) The lowest bid exceeds cost estimates by a substantial amount;
- c) There is a lack of competition; and
- d) The specification is materially revised.

When bids or proposals are cancelled, the PCO shall provide written notification to the affected bidders or offerors.

### **6.5 Final Approval Requirements**

The Procurement Committee determines whether the vendor selected for award is responsive. A responsive bid is one that substantially meets all the requirements specified in the solicitation document. Once the determination is complete, the Procurement Officer, prepares a written report for the award, summarizing the solicitation process and the basis for the signature of the Procurement Committee.

## **6.6 Legal Directorate Review**

The Directorate of Legal Affairs has overall responsibility to ensure that contract provisions safeguard ECOWAS interests in spirit and text. Contracts drafted by the Procurement Division/Units from the contract template in the standard bidding documents or Request for Proposals documents shall be subjected to review by the Directorate of Legal Affairs to ensure compliance with the legal framework.

## **6.7 Review by the Office of the Financial Controller**

The Financial Controller's review of the procurement process and endorsement of the draft contract is required for all procurement actions meeting the twenty five thousand (UA25, 000) threshold. The review is to ensure that the procurement actions are in compliance with the Tender Code and budgetary provisions.

In all instances, where the outcome of the Financial Controller's review raises concern of non compliance, specific indications should be made as to which procurement provision or budgetary issues have been contravened.

## **6.8 Review by Approving Authorities**

All approving authorities, at every stage where their approval is sought, should review the procurement process against pre-determined checklist to ascertain that all procurement procedures have invariably been adhered to prior to their approval.

## **7. CONTRACTING**

### **7.1 Award**

Once all the required internal ECOWAS Institutions clearances have been obtained, the Procurement Officer prepares the necessary purchase order or contract. These documents are reviewed and signed by the appropriate-level signature authority, as specified in Chapter 1, "Procurement Authorities and Responsibilities" and then forwarded to the selected vendor.

### **7.2 Notification of Award**

Once the contract is executed, the Procurement Officer provides written notification to the offerors/bidders. The notification identifies both the awardee and the contract period, if applicable. Internal announcements of the award prepared by the procuring entity must be cleared by the PCO before publication. All offerors/bidders should be notified of the award by a Procurement Officer before an internal ECOWAS Institutions-wide announcement is made.

### **7.3 Acceptance, Notice to Proceed, Letter of Intent, MOU**

#### **7.3.1 Vendor's Consent**

The acceptance of the contract or purchase order by the vendor is the vendor's consent to proceed with performance. ECOWAS Institutions regulations do not permit oral contracts, therefore vendors are not permitted to proceed with deliveries or begin work before the issuance of a written ECOWAS Institutions-authorized contract or purchase order. Furthermore, no oral instructions are allowed beyond clarification of an already issued contract document.

#### **7.3.2 Exceptional Circumstances**

In exceptional circumstances - such as when timing is critical or the drafting of the final contract will take considerable time to complete and the vendor's mobilization is urgent - the PCO may issue a Notice to Proceed or Letter of Intent. These documents create a contractual relationship between ECOWAS Institutions and the vendors, and their use is intended to ensure that certain basic agreements are clearly understood by both parties. Those agreements include but are not limited to deliverable goods, SOW, insurance coverage, and the maximum financial liability the ECOWAS Institution will assume. The documents also commonly reference specifications or other correspondence. Use of these documents, which is limited to a small proportion of cases, is governed by the same levels of signature as those for purchase orders and contracts.

#### **7.3.3 MOU**

ECOWAS Institutions may enter into a cooperative purchasing arrangement via a Memorandum of Understanding (MOU). MOUs issued in support of procurement transactions are executed by the PCO.

## 7.4 Types of Contracting Instruments

As described below, purchase obligations are executed in the form of written agreements that establish binding legal relationships obligating the vendor/contractor to furnish goods, works, services, or data and obligating ECOWAS Institutions to pay for them. Examples of contracting instruments used by ECOWAS Institutions are as follows:

- a) A Local Purchase Order is a template form contract that is issued subject to ECOWAS Institutions' General Terms and Conditions (<http://www.ecowas.net>)
- b) Administrative Purchase Orders (POs) are issued for any good or service procurements deemed to be of nominal risk.
- c) Operational Consulting Purchase Orders (CONS) are issued for all ECOWAS Institutions funded operational consulting firm contracts.
- d) no-cost purchase order
- e) Blanket Purchase Orders (BPOs) are special purchase orders issued to facilitate requirements over a specific period;
- f) Purchasing Card (PCard).
- g) Contracts are written commitments between ECOWAS Institutions and vendors based on a set of agreed-upon terms and conditions. ECOWAS Institutions contracts are always bilateral, that is, they are agreements between two parties. Because ECOWAS Institutions do not enter into third-party agreements, privity (legal relationship) exists only between ECOWAS Institutions and the prime contractor. Subcontractors do not have privity of contract with ECOWAS Institutions.

## 7.5 Use of ECOWAS "Master Agreements"

For many goods, works and services, procurement agreements have been developed by the PCO to best leverage ECOWAS Institutions' requirements. These agreements are often for items that are used throughout ECOWAS Institutions. By leveraging total requirements ECOWAS Institutions receive price breaks and/or most favourable terms and conditions (for example, for desktops, laptops, printers, copiers, miscellaneous computer supplies software, subscriptions, training, office products, air charter services, typesetting and graphic design services, paper, printing supplies and water). ECOWAS Institutions must use these agreements whenever practical. There should be valid justification for not using the master agreements. Some master agreements may require clearance from a clearance group (See Annex C, Clearance Groups).

## **8. PURCHASING**

### **8.1 Submitting Requisitions**

#### **8.1.1 Initiation of Procurement Actions**

To initiate procurement actions executed by the PCO, requisitioners must submit approved electronic requisitions or approved requisitions for goods, works or services to the Procurement Officer who then process for approval by the PCO. Requisitions must fully describe the need and show how the purchase will be funded. This means that, for goods: the requisition should include a full product description, size and any other special identifying characteristics. (Refer 5.3 on Exceptions to Competition). In exceptional cases where it is inevitable to include the manufacturer's name and model number, the clause "or equivalent" should be added.

For services: the requisition should include a SOW, time frame/Period of Performance, hourly requirements, and any related work reports or deliverables. Certain services and complex goods may require additional documentation. For labour services and complex goods, requisitions must be accompanied by supporting documentation. This may include a PWS, a TOR, technical specifications, an SOW, a technical/operational evaluation plan, cost estimates, or any proposed licensing agreements for software requirements.

#### **8.1.2 Submission of Requisitions**

Requisitions must be submitted when user units wish to test and evaluate goods prior to purchase and without committing ECOWAS Institutions funds. Under these circumstances, once a requisition for test and evaluation purposes is received, upon agreement with the vendor, the PCO issues a no-cost purchase order stipulating the terms and conditions associated with the test and evaluation. The vendor remains responsible for the care, proper use, and safe return of the test/evaluation merchandise.

#### **8.1.3 Labour Service Requirements and Complex Goods**

For labour service requirements and for complex goods, requisitions must be accompanied by supporting documentation. This may include a PWS, a TOR, technical specifications, an SOW, technical/operational evaluation plan, cost estimates and/or any proposed licensing agreements for software requirements. Requisitions for consulting services must be accompanied, at a minimum, by a TOR.

### **8.2 Receiving and Processing Requisitions**

Upon receipt, the Procurement Officer reviews each requisition in order to accomplish the following:

- a) Ensure that all necessary identifying information is included in, or attached to, the requisition;
- b) Determine the appropriate procurement method; and
- c) Determine whether the requisition requires expedited processing.

### 8.3 Determination of Status of a Procurement Action

The requisitioning officers or approvers should periodically check on the status of requisitions submitted. The Procurement Officer should at all times be able to determine the status of the requisitions and associated purchase orders and to review line-item information.

### 8.4 Procurement Service Standards

Listed below are the expected turnaround times for transactions conducted by the Procurement Service. Processing times are based on receipt of the appropriate documentation by the Procurement Service and assume that all documentation is accurate and complete.

#### 8.4.1 Processing Times for Purchase Orders and Solicitations

Type of Procurement	Competition Level	Processing Time
One-time or repetitive purchases	No competition required	5 business days
One-time or repetitive purchases	RFQ; IFB required	5 to 15 business days
Non repetitive purchase	RFP required	30 to 45 business days

#### 8.4.2 Exceptions

Complex procurements, international procurements and procurements involving several decision-makers may take several months to complete (for example, IT services, outsourcing, food/conference services, custodial/facilities management services, medical benefit plans, and travel). Turnaround times for these types of procurement are determined in collaboration with the requisitioner.

### 8.5 Blanket Purchase Orders (BPOs)

BPOs are special arrangements designed to accommodate repetitive requirements by capturing the maximum benefits for ECOWAS Institutions, including the leveraging of volume for multiterm agreements. Examples of goods, works and services typically procured through the use of BPOs include the following:

- a) Emergency equipment repair services;
- b) Printing supplies and services; and
- c) Selected furniture items.

#### 8.5.1 Authority/Restrictions

BPOs are issued by the Director of Administration or Head of Administration.

#### 8.5.2 Competition When Establishing BPOs

BPO requests are treated the same way as other requisitions in that they are awarded based on competition (IFB, RFQ, RFP) in accordance with Tender Code and this Manual.



### **8.5.3 Expiration**

Once release orders against an established BPO cumulatively total the assigned limit, or the specified time period or contract term has elapsed, the BPO is considered to have expired. For specific user unit based BPOs, user units are expected to track both term and funding levels in order to prevent the issuance of release orders against expired BPOs.

## **8.6 Changes to Purchase Orders**

### **8.6.1 Change Orders**

Change orders are used to cover the following:

- a) Correction of errors
- b) Additions or deletions of items
- c) Cancellation of item(s)/orders
- d) Adjustments to price
- e) Adjustments to delivery dates, and
- f) Other necessary adjustments or clarifications.

A request for any change in a Purchase Order shall be in writing by the user unit in the format of an approved purchase requisition. Changes to purchase orders cannot be made without the agreement of the vendor. Procurement Officers are responsible for obtaining vendor agreements and issuing change orders to existing purchase orders.

### **8.6.2 Administrative Changes**

Change orders are not issued for changes in budget allocations, cost centers, internal orders, or any other administrative adjustment that does not impact the terms of the purchase order. When administrative changes cannot be made by a requisitioner in SAP, an approved requisition must be submitted. The PCO will then make the changes to the purchase order.

## **8.7 Purchasing Card (PCard)**

### **8.7.1 Definitions**

The purpose of the Purchasing Card (PCard) program is to offer an alternative for the purchase and payment of small expense items, transactions for which the traditional purchase order processes may be protracted or too costly. The PCard is a corporate credit card that empowers the end user (cardholder) to purchase low value goods, works and services for authorized ECOWAS Institutions use. The PCard cannot be used for personal charges. The PCard is also utilized as the payment tool for some of ECOWAS Institutions' term contracts and electronic commerce initiatives.

The PCard is essentially a payment vehicle through which charges for goods, works or services are billed to and paid by a central office. The PCard streamlines the traditional procurement process by reducing the number of requisitions, purchase orders, receipts, invoices and checks needed for handling miscellaneous low transactions.

Streamlining the processing and reducing the paperwork benefit ECOWAS Institutions by reducing overhead costs and improving efficiency.

The PCard does not replace ECOWAS Institutions' Corporate Travel Card and must not be used interchangeably with it.

### **8.7.2 Authority**

Based on the PCOs approval, PCards are issued by the Procurement Unit to qualified and trained ECOWAS Institutions employees only. To qualify, a potential cardholder must be an ECOWAS Institutions' staff member, must attend a PCard training session, and must agree to abide by the policies and procedures of the PCard Program. (Staff members holding appointments of less than one year as well consultants are not eligible for PCards).

The potential cardholder's manager will determine the employee's eligibility, review and authorize the application, and forward to the PCard Program Administrator for processing. Issuance of the PCard constitutes delegation of the respective approval authority for PCard purchases only.

Failure by the cardholder to comply with the policies and procedures for use of the PCard may result in either revocation of PCard privileges or other disciplinary actions, including termination of employment. The cardholder's negligence in the use or misuse of the PCard are subject to ECOWAS Institutions policy on misconduct.

The PCO, upon the recommendation of the Procurement Unit may suspend or cancel any cardholder's PCard privileges at any time.

### **8.7.3 Guidelines**

Each PCard has a per-transaction limit and a monthly limit predetermined by the cardholder's manager and the Procurement Unit. A cardholder may not exceed established credit limits. Limits can be revised with the approval of the cardholder's manager and the PCard Program Administrator. The PCO may reduce or restrict the limits of the card at his/her sole discretion.

Each PCard is issued in the name of a specific staff member. It is not transferable to nor may be used by anyone other than that cardholder. When a cardholder is reassigned to another department or to any other ECOWAS Institution, his or her PCard must be cancelled. If a replacement employee requires a PCard, a new application must be submitted.

The cardholder is responsible for safeguarding the PCard against misuse or theft by other individuals, protecting the account number and keeping the card in an accessible but secure location. The cardholder must agree to resolve credits, errors, and disputed charges.

The cardholder is responsible for the verifying and reconciling all account activity and for retaining all receipts and documentation. The card holder is also responsible for reconciling the purchases made on a monthly basis and submitting for the approval of the PCO. Where the purchase expenses are approved, such an approval is forwarded to the Finance Department for subsequent reimbursement of the PCard.

The cardholder's manager retains responsibility for oversight of the PCard holder's purchasing activity and for reviewing and approving all statements of charges and credits. The cardholder's manager is responsible to ensure that the PCard holder is in compliance with the PCard policy and procedures and with the Financial/Accounting policy and procedures.

In some cases, advance payments are allowed on the PCard subject to the limitations outlined in Chapter 1, "Procurement Authorities and Responsibilities". It is the cardholder responsibility to ensure that the amount advanced is reasonable for the total amount invoiced.

The PCard works on a cash basis - there are no accruals. Instructions for Year End closing procedures, issued by the Director of Finance, should be followed.

## **8.8 Delivery Terms/Title/Destination**

When executing a purchase order, the Procurement Officer determines the delivery terms. The delivery terms are important, since they determine the delivery location by the vendor and where title (liability) passes to ECOWAS Institutions. Delivery terms also determine who is responsible in the event of damage or loss. ECOWAS Institutions' preference for delivery is Delivery Duty Paid ("DDP") destination. For international delivery, other shipping terms may apply. The delivery location noted on the purchase order is the final destination, in most cases.

However, the Procurement Officer may instruct a vendor to deliver goods to an interim point (for example, to ECOWAS Institutions headquarters) and then have the goods redelivered to a distant point through a method determined by the ECOWAS Institutions. Under these circumstances, once the goods are delivered to ECOWAS Institution's premises, the ECOWAS Institution becomes the responsible party. The ECOWAS Institution's offices should not be used as interim delivery points except under unusual circumstances, and such use must be cleared with the PCO.

When goods are being delivered from one country to another, customs clearance is necessary. It is the responsibility of ECOWAS Institutions' personnel at the delivery site to coordinate with the local customs office for clearance of the goods. It usually takes 10 or more calendar days to process goods through member states' customs. ECOWAS Institutions' property is exempt from customs duties in all of ECOWAS member countries.

## **8.9 Late Deliveries/Expediting**

The ECOWAS Institutions' Procurement Officers are responsible for expediting their orders against LPOs and are welcome to follow up on deliveries with vendors. If a delivery is delayed or late, they should contact the vendor and obtain the status. If a revised delivery date is acceptable they should issue a change order to reflect the new date (for LPOs within the set value thresholds). If Procurement Officers are unsuccessful in resolving a late delivery or if the change exceeds the LPO set threshold, they should contact the PCO for assistance.

### **8.9.1 POs/Contracts Issued by the PCO**

Timely recognition of the receipt of goods is required. All receipts are to be recorded and posted by the Receiving Office within three days of the date of actual delivery or title transfer.

Hard copies of all receipt documents (for example, packing lists and bills of lading) are official procurement records and must be maintained in accordance with ECOWAS Institutions Document Retention Schedule for Procurement Documents

### **8.9.2 Delivery**

In cases where delivery is made to alternate delivery locations, the staff member receiving purchased items is responsible and accountable for receiving, inspecting, and certifying acceptance of the goods. Staff members are required to submit proof of delivery to the Receiving Office within 72 hours of acceptance so that the appropriate action can be taken to record delivery and authorize payment. Proof of delivery is to include all relevant documentation, such as vendor documentation (for example, packing slips, bills of lading, and insurance certificates), ECOWAS Institutions' Local Purchase Order number, quantity received, date received, product serial number and recipient. Partial deliveries against purchase orders are acceptable.

All delivered goods and relevant bills of lading are to be validated by the Receiving Office against the specifications and quantities listed on the governing purchase order.

Cartons are to be visually inspected to ensure that they have been received in good condition. If cartons are damaged, they may be returned to the shipper or retrieved by the vendor through alternative arrangements. The Receiving Office is required to sign and note all variances on receipt documents.

The Receiving Office is responsible for opening and inspecting all cartons and checking the contents and the quantity and condition of the goods received against purchase order specifications. Goods are examined for damage and other irregularities. All non-conforming goods are to be referenced as such on the receiving documents.

Goods received and inspected are to be entered into SRV to recognize receipt within 72 hours of inspection and acceptance.

The Receiving Office is responsible to ensure that final delivery is made to the internal delivery point designated on the purchase order.

### **8.9.3 Acceptance**

ECOWAS Institutions staff who receive goods from the Receiving Office are required to check all goods delivered against the purchase order and delivery documents, including verification that the serial numbers on the boxes and on the delivery docket match. Final inspection and acceptance of the goods are the responsibility of the receiving team<sup>3</sup>. Discrepancies must be reported immediately to the Receiving Office.

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<sup>3</sup> The Receiving Team is made up of Stores, Procurement Unit and the User Unit

## **8.10 Returning Goods to Vendors**

### ***Warranties***

ECOWAS Institutions are entitled to the manufacturer's standard warranty unless the purchase order specifically provides to the contrary. Therefore, user units should act promptly upon discovery of any defect. Once a warranty has expired, the vendor has no obligation to correct the defect or replace the item, unless the contract with the vendor provides otherwise.

### ***Defective Goods and Goods Delivered in Error***

Goods may be returned to a vendor, after consulting with a Procurement Officer, when they are defective or when the vendor has delivered the wrong product. When user units find goods to be defective, it is often advantageous for the staff member to speak directly with the vendor, particularly when technical questions are at issue. However, such contacts with the Vendor shall be made through the Procurement Officer. If the vendor refuses to honour a warranty, the client notifies the responsible Procurement Officer who will negotiate a reasonable solution to the problem.

Upon finding goods to be at variance with purchase order specifications, the user unit notifies the Procurement Officer, who discusses options with the vendor for replacement or correction and obtains from the vendor a Returned Goods Authorization Number (RGN), if applicable.

### ***Returning Goods to Vendors***

Once the Procurement Officer notifies the user unit that goods may be returned to the vendor and provides the vendor's RGN (if applicable), the user unit performs the following actions:

- a) In conjunction with the Stores Officer, repackages the item(s) and affixes an address label, which includes the purchase order number and the vendor's RGN (if applicable)
- b) For errors made by the vendor: Arranges for the vendor to pick up the item(s) at either the user unit's office or (at HQ) the central receiving dock
- c) For errors made by ECOWAS Institutions: The Transport Officer arranges to transport the item(s) directly to the vendor, and
- d) If the vendor fails to pick up the goods within five days or the time specified in the contract, the PCO returns the goods to the Vendor at their expense.

All actions above shall be in consultation with the Stores Officer.

### ***Goods Ordered in Error***

Vendors are under no obligation to take back items ordered in error; further such returns are likely to incur a restocking charge and transportation/handling costs that will be the responsibility of the requisitioner. It is therefore important that user units exercise care in ensuring that requisitions and POs contain correct information. Should an user unit need to return goods ordered in error using a PO, the user unit should contact the Procurement Officer on the need to return the goods ordered in error who shall contact the vendor requesting information on exchanges/credits/restock charges and transportation costs. Once an agreement has been reached, the vendor will provide an RGN authorizing the return. The Procurement Officer must reflect the agreement in a change order on the original purchase order and follow the instructions for returning goods.

When goods are ordered in error and the user unit does not want to keep them but the vendor

will not accept a return, the goods may be disposed of by following the procedures for disposal of surplus goods. These procedures also provide for potential redistribution of certain goods to other parts of ECOWAS Institutions where they may be put to use.

For goods ordered in error using a PCO-issued local purchase order or contract, the user unit contacts the responsible Procurement Officer. The Procurement Officer contacts the vendor on behalf of ECOWAS Institutions. If the vendor agrees to an exchange, credit, restocking fee, or reimbursement, the Procurement Officer completes a requisition to request the change, upon receipt of approval from the PCO; the Procurement Officer obtains from the vendor an RGN and issues a change order, which is a modification of the original local purchase order. In these circumstances, the Procurement Officer also notifies both the PCO and the user unit. If the vendor does not agree to a return transaction, the Procurement Officer notifies the user unit who then follows standard disposal procedures.

## **9. CONTRACT ADMINISTRATION**

### **9.1 The Focus of Contract Administration**

In contract administration, the focus is on obtaining supplies, services, or data of requisite quality, on time and within budget. While the legal requirements of the contract determine ECOWAS Institutions officials' proper course of action in administering a contract, skill and judgment must often be exercised to protect the public interest effectively. Good contract administration ensures that the end users are satisfied with the product, service, or data being obtained under the contract.

### **9.2 The Nature and Extent of Contract Administration.**

The specific nature and extent of contract administration varies from contract to contract. It can range from the minimum acceptance of a delivery and payment to the contractor to extensive involvement by program, audit and procurement officials throughout the contract term. Factors influencing the degree of contract administration include the nature of the work, the type of contract, and the experience and commitment of the personnel involved. Contract administration starts with developing clear, concise SOWs (performance-based to the extent possible), and preparing a contract administration plan that measures the contractor's performance and provides documentation to pay according to the deliverables specified in the contract.

### **9.3 Execution**

Upon award of the contract, the Procurement Officer shall advise on duties and responsibilities in writing (including a copy of the executed contract or LPO) to the head of the user unit, Finance and any other personnel who are assigned responsibilities for administration of the contract.

### **9.4 Post-Award Orientation**

Post-award orientation, either by conference, by letter, or by some other form of communication, should be the beginning of the actual process of good contract administration. This communication process can be a useful tool that helps ECOWAS Institutions and contractors achieve a clear and mutual understanding of the contract requirements, helps the contractor understand the roles and responsibilities of ECOWAS Institutions' officials who will administer the contract, and reduces future problems.

It is helpful to have a meeting between the Procurement Officer and applicable user unit and contracting officials prior to the post-award orientation conference so that they all have a clear understanding of their specific responsibilities and restrictions in administering the contract. Items that should be discussed at this pre-meeting include such things as

- a) the authority of ECOWAS Institutions personnel who will administer the contract,
- b) quality control and testing,
- c) the specific contract deliverable requirements,

- d) special contract provisions,
- e) ECOWAS Institutions' procedures for monitoring and measuring performance,
- f) contractor billing,
- g) voucher approval, and
- h) payment procedures.

## **9.5 System Compliance**

The head of user unit has the responsibility to review and monitor the contractor's systems and processes to ensure contract compliance. The head of user unit must also ensure that contract requirements for communications and information technology compliance are standards that are compatible with ECOWAS Institutions systems and processes.

## **9.6 Performance Measurement**

The head of user unit has the responsibility to monitor contractor performance through meetings, reports, and inspection in order to ensure contract compliance. He/She must also require deliverables for all services and document contractor performance. It is also his/her responsibility to prepare a Surveillance Plan for complex or high-value contracts.

## **9.7 Contract Changes/Modifications**

The head of user unit has the responsibility to read the contract, monitor any changes to it, document them, and ensure that they are all within the scope of the contract. The Procurement Officer in consultation with the user unit, may recommend changes or modifications to the contract to the PCO.

## **9.8 Contract Expiration**

Following the contract end-date, the contractual relationship between the ECOWAS Institutions and the vendor ceases. Should there be a requirement for the vendor to perform services or deliver goods beyond the stated contract end date, the head of user unit should contact the Procurement Officer prior to the contract expiration to obtain clearance to extend the contract and with sufficient time to allow Procurement Officer to process a contract modification. Contracts cannot be retroactively extended.

### **9.8.1 Unscheduled Contract Extension**

Requests for extensions beyond the contract end date must be approved by the signatory to the contract

- a) if the extension poses a financial or reputational risk to ECOWAS Institutions;
- b) if it is longer than six months, and/or if it would result in the contract value increasing by more than 25 percent of the original contract value.

If the contract value exceeds 25% of the original contract, then a fresh tendering process must be undertaken.



## **9.9 Contract Termination**

ECOWAS Institutions may terminate a contract in whole or in part if a contractor defaults under the contract or becomes insolvent, or if the whole or part of the contracted services or goods is no longer needed by ECOWAS Institutions.

Procedures for contract termination are stipulated in each contract and must be strictly adhered to, in order to terminate the contract and to protect ECOWAS Institutions' rights under the contract. The head of user unit should contact the PCO when events that could ultimately lead to a termination have occurred. Termination for default is also cause for suspension and debarment (See Annex B, "ECOWAS Vendor Eligibility Policy")

### **9.9.1 Completion of Contract**

The head of user unit has the responsibility to inspect the products or services for compliance with contract requirements, to document acceptance, and to take delivery.

### **9.9.2 Payment**

The head of user unit has the responsibility to inspect, accept, verify, and recommend payment to the Procurement Officer who then initiates payment process except for final payment. Final payment will be made only upon completion of the Contract Closeout Checklist

### **9.9.3 Contract Closeout**

The head of user unit has the responsibility to complete the contract closeout. The head of user unit and the Procurement Officer are respectively responsible for the process of verifying that all administrative matters are concluded on a contract.

### **9.9.4 Contractor Performance Report**

The head of user unit documents Contractor performance and shares the information with the Procurement Officer. The Procurement Officer is responsible for maintaining a record of the past performance of contractors and vendors to facilitate risk management.

## **9.10 Payment to Vendors**

Upon receipt of proper invoices, ECOWAS Institutions will pay contractors at the prices/rates stipulated in the contract, for goods delivered and accepted or services delivered or rendered and accepted, minus any deductions provided in the contract.

When prompt-payment discounts are part of a contract, such discounts will be taken if payment is made within the discount period indicated in the contract. In connection with any discount offered for prompt payment, time shall be computed from the date the invoice is received at the location specified in the contract<sup>4</sup>. In computing the discount earned, payment

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<sup>4</sup> See Section 9.9.2 for conditions to final payment

will be considered to have been made on the date that appears on the payment cheque or the date on which the electronic fund transfer or wire transfer is released to the ECOWAS Institutions' commercial banking agents for transmission/execution.

It is ECOWAS Institutions' policy ordinarily to pay invoices within thirty (30) calendar days of receipt, unless the invoice is determined to be:

- a) defective (that is, missing required information to preclude processing);
- b) the goods, works or services being billed have not yet been received and accepted by ECOWAS Institutions;
- c) there is a disagreement with the contractor over compliance with a contract requirement; or
- d) billing errors are identified on the invoice.

Invoice errors and other deficiencies should be brought to the vendor's attention immediately. Payment should only be made after submission by the vendor of a complete and correct invoice.

### **9.11 Advance/Progress Payments**

Advance payment to vendors requires special approval to ensure that (a) the advance is necessary for the performance of the contract and (b) if the advance exceeds 10 percent of the total contract value, contract administration procedures are in place to ensure that the advances are properly monitored and deducted from the contractor's regular invoices for successful performance.

Where the risk associated with an advance payment merits it (for example, to cover mobilization cost), a performance bond and/or advance payment bank guarantee should be part of the contract. Where advance payments are agreed to, such advance will not exceed 30 percent of the total contract value without the specific approval of the PCO (or his or her designate), except under the following conditions:

- a) For hotels and conference facilities, up to 100 percent advance payment is allowable to guarantee hotel room blocks/accommodation.
- b) Up to 50 percent advance payment is allowable for hotel, conference centre meeting facilities, and catering services. For those properties contracted under ECOWAS Institutions External Meeting Sites Program, the payment terms of the Master Agreement apply. If credit has been established at the hotel or conference centre, no advance payment should be made. Higher advances require approval from the PCO based on the Procurement Officer's signature authority level.
- c) Up to 100 percent advance payment is allowed for tuition fees, conference registration fees, exhibit space rentals, and subscriptions, and for ECOWAS Institutions contributions towards specific activities when specified under Memorandums of Understanding/Agreement executed by ECOWAS Institutions.

Where progress payments are agreed to, they must be identified with specific milestones and deliverables, and they require the written endorsement of the head of user unit. Furthermore, except as stated in 9.11 (a) and (c) above, progress payments will not exceed 90 percent of the total value of the contract, and final payment will be released only after satisfactory completion of all deliverables and confirmation of any and all claims by subcontractors.

## **9.12 Retention Money**

Where the contract stipulates observance of a guarantee period, part of each payment instalment shall be retained by the Community as a guarantee of the proper performance of the contractual services. The amount thus retained by the Community or by the Employer shall be equal to 10% of each instalment paid for execution of works and supplies.

The retention money may be replaced by a joint and several guarantee. The retention money, the joint guarantee or the joint and several guarantee shall be released where the contractor has discharged all obligations pertaining to the guarantee period, or where so authorised by ECOWAS upon expiry of the guarantee period or upon final acceptance.

The duration of the guarantee period shall be fixed in the technical specifications in accordance with the nature of the contract.

## **ANNEX A: STANDARDS OF CONDUCT**

### **General**

ECOWAS procurement activities must be conducted in a manner above reproach, with complete impartiality and with no preferential treatment. Transactions relating to the commitment of Community funds require the highest degree of public trust and an impeccable standard of conduct.

The ECOWAS Staff Rules and Regulations sets forth provisions governing conflicts of interest, external financial and other interests of staff members, outside employment, and related obligations of staff members. The special standards set forth below provide additional guidance to staff involved in the procurement process. Failure to observe these additional regulations or the provisions of the ECOWAS Staff Rules and Regulations constitutes misconduct and may lead to disciplinary action under the Staff Rules and Regulations.

### **Protecting the Integrity of the Procurement Process**

ECOWAS procurement process must allow vendors to compete for ECOWAS business on a fair, equal, and transparent basis. ECOWAS staff associated with the procurement process (herein after referred to as "staff") have a responsibility to protect the integrity of the procurement process and to maintain fairness in ECOWAS treatment of all vendors. This means that:

- a) During the pre-solicitation phase, staff must not allow vendor(s) access to information—whether technical, financial, or of any other nature--concerning a particular acquisition before such information is available to the business community at large;
- b) It is unethical and may be unlawful for staff to present false competitive information to induce a vendor to meet a nonexistent competitive position;
- c) Staff should treat all vendor proprietary information, including prices, as confidential information; and
- d) Unless an exception to competition has been approved in accordance with the guidelines outlined in Chapter 5, "Solicitation," staff may not write or use an unnecessarily restrictive specification or Statements of Work that would effectively exclude the acceptable products or services of one vendor or increase the prospects of award to one vendor.

ECOWAS may exclude suppliers, contractors, and consultants from bidding on an ECOWAS procurement opportunity if they or their affiliates provided consulting services for the preparation and implementation of a project that is related to that procurement opportunity<sup>5</sup>.

### **Acceptance of Gratuities, Benefits, or Employment**

The following provisions apply in addition to the regulations set forth in the Tender Code and the ECOWAS Staff Rules and Regulations:

- a) Staff shall not solicit or accept, directly or indirectly, any cash, gratuity, gift, gift certificate, favour, entertainment, loan, rebate, or anything of monetary value from anyone who (1) has or is seeking to obtain ECOWAS business; (2) is a current ECOWAS vendor;

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<sup>5</sup> Consultants involved in the procurement process are equally bound by these Standards of Conduct

- or (3) has interests that may be substantially affected by ECOWAS procurement awards.
- b) During the conduct of any ECOWAS procurement activity, staff shall not accept, directly or indirectly, any promise of future employment or favours from, or engage, directly or indirectly, in any discussion of future employment or favours with any officer, employee, representative, agent, or consultant of a competing vendor.

## **Conflict of Interest**

The general rule is to strictly avoid any real or apparent conflict of interest in ECOWAS vendor relationships.

- a. Staff having a financial interest in (1) offeror(s) responding to an ECOWAS solicitation or (2) vendors receiving an ECOWAS contract award are prohibited from any involvement in the procurement process. The same restriction applies to staff whose close relatives (See Annex I) have a financial interest in offeror(s) responding to an ECOWAS solicitation. Financial interest means anything of monetary value including, but not limited to:
- i. An interest in a business consisting of any stock, stock option, or similar ownership interest in such business, but excluding any interest arising solely by reason of investment in such business by a mutual, pension, or other institutional investment fund over which the staff member does not exercise control; or
  - ii. Receipt of, or the right or expectation to receive, any income in one or more of the following forms: a consulting fee, honoraria, salary, allowance, forbearance, forgiveness, interest in real or personal property, dividend, rent, capital gain, or royalty derived from the licensing of technology or other processes or products.
- c) b) Staff having personal or professional interests with direct or indirect influence in (1) an offeror responding to an ECOWAS solicitation or (2) vendors receiving an ECOWAS contract award are prohibited from any involvement in the procurement process. Personal or professional interests include but are not limited to:
- d) (i) Any organization or enterprise over which the staff member, alone or together with a close relative, exercises an interest; or
- e) (ii) Any executive position or membership on the offeror's or vendor's board regardless of compensation; or
- f) (iii) Any position that includes responsibilities for a significant segment of the offeror's or vendor's operation or management of a business; or
- g) (iv) Any organization or enterprise that employs a staff member's close relative.
- h) Staff who discover that they have a real or apparent conflict of interest with respect to a vendor relationship or any procurement matter have a duty to disclose this to the PCO and to their manager and to disqualify themselves from any involvement in the selection process or management of those vendor contracts.
- i) Former ECOWAS staff, regardless of the type of appointment they held, are ineligible to be ECOWAS vendors and/or receive ECOWAS contract awards, whether as sole proprietors or as independent contractors, for a period of 12 months from the termination date of their ECOWAS appointment. This limitation also applies to entities in which a former ECOWAS staff member is an owner, principal, director, or officer or holds a financial interest and to entities with which close relatives have such connections.

## **Disclosure/Protection of Proprietary and Source Selection Information**

During the solicitation process, ECOWAS staff outside of the Procurement Officer may not communicate directly with prospective offerors/bidders regarding the solicitation. All communications related to the solicitation are directed through the Procurement Officer.

All proprietary and source-selection information must be protected from unauthorized disclosure. Accordingly, staff shall not disclose such information as defined below, directly or indirectly, to any person other than a person authorized to receive such information:

- a) Proprietary information, including information contained in an offer or otherwise submitted to ECOWAS by a prospective contractor in response to a particular ECOWAS procurement or in an unsolicited proposal.
- b) Source selection information, including data stored in electronic, magnetic, audio, or video formats, which is prepared or developed for use by ECOWAS to conduct a particular procurement and the disclosure of which to a competing contractor would jeopardize the integrity or the successful completion of the procurement. Source selection information includes:
  - i. Technical and financial proposals
  - ii. Bid prices submitted in response to an ECOWAS solicitation for sealed bids, or lists of those bid prices prior to public bid opening
  - iii. Proposed costs or prices submitted in response to an ECOWAS solicitation (for other than sealed bids), or lists of those proposed costs or prices
  - iv. Source selection plans
  - v. Technical/operational evaluations
  - vi. Cost or price evaluations
  - vii. Competitive range determinations that identify proposals with a reasonable chance of being selected for contract award
  - viii. Rankings of bids, proposals, or competitors,
  - ix. Reports and evaluations of source selection panels, boards, or advisory councils; and
  - x. The contract, including all annexes.

## **ANNEX B: ECOWAS VENDOR ELIGIBILITY POLICY**

### **Vendor Eligibility**

The following prescribes policies, standards and procedures for determining whether a vendor is excluded, either permanently or for a specified period of time, from receiving future contract awards from ECOWAS based on a findings and recommendations by the Head of Procurement to the Procurement Committee that the vendor falls under Article 16 of the Code.

Only vendors found to be responsible or conditionally responsible are eligible to be awarded ECOWAS contracts and to bid on ECOWAS solicitations. Pursuant to this Manual, Responsibility Determinations are made by the PCO prior to approving a vendor application and prior to contract award.

Nothing in these policies, standards, and procedures and nothing shared, exchanged, transmitted or otherwise produced during proceedings, will be considered to alter, abrogate or waive the privileges and immunities set forth in provisions of national law and international conventions, and in the governing documents of ECOWAS.

### **Definitions**

The following definitions apply:

- a) *Administrative Agreement*. Means an agreement between ECOWAS and a vendor prescribing conditions and obligations the vendor must meet to be considered conditionally responsible.
- b) *Affiliate*. An entity is an *affiliate* of another entity if:
  - (i) Either entity controls or has the power to control the other; or
  - (ii) A third party controls or has the power to control both entities. Indications of control include, but are not limited to, interlocking management or ownership, identity of interests among family members, shared facilities and equipment, common use of employees, or a business entity organized following the suspension or determination of non-responsibility of a vendor that has the same or similar management, ownership, or principal employees as the vendor that was suspended or deemed non-responsible.
- c) *Collusive practice*. Means an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party.
- d) *Coercive practice*. Means 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 party.
- e) *Conviction*. Means a conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of no contest.
- f) *Conditional Responsibility Determination*. Means a decision by the PCO allowing a Vendor to be eligible to receive ECOWAS contract awards and to bid on ECOWAS solicitations, provided that conditions and obligations prescribed by ECOWAS in an administrative agreement are met.
- g) *Corrupt practice*. Means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party.

- h) *Fraudulent practice*. Means 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 obligation.
- i) *Non-responsibility Determination*. Means a decision by the PCO to exclude a vendor from eligibility to receive ECOWAS contract awards and to bid on ECOWAS solicitations for a specified or indefinite period of time.
- j) *Obstructive practice*. Means:
  - i. deliberately destroying, falsifying, altering or concealing evidence material to the investigation or making false statements to investigators in order to materially impede a Bank 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
  - ii. acts intended to materially impede the exercise of ECOWAS inspection and audit rights provided under its contract with an ECOWAS vendor.
- k) *Responsibility Determination*. Means a decision by ECOWAS that a vendor is eligible to receive ECOWAS contract awards and to bid on ECOWAS solicitations.
- l) *Suspension*. Means an action taken by ECOWAS Institutions to temporarily exclude a vendor from ECOWAS procurement pending a determination whether the vendor is responsible.
- m) *Vendor*. Means any legal entity, including its affiliates, that directly or indirectly (for example, through an affiliate, prime contractor, or subcontractor) submits offers for or reasonably may be expected to submit offers for an ECOWAS contract or is awarded an ECOWAS contract.

## General Standards

To be deemed a responsible vendor with whom ECOWAS will conduct business, a vendor:

- a) Must have adequate financial resources to perform the contract (or the ability to obtain those resources);
- b) Must be able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and other business commitments;
- c) Must have a satisfactory performance record;
- d) Must have the necessary organization, experience, accounting, and operational controls, appropriate insurance and technical skills (including, as appropriate, such elements as production control procedures, property control systems, quality assurance measures, and safety programs applicable to materials to be produced or services to be performed by the vendor);
- e) Must have the necessary technical experience, equipment, and facilities;
- f) Must not have committed any act or offense indicating a lack of integrity or honesty that seriously and directly affects the present responsibility of a vendor, including fraudulent, corrupt, collusive, coercive, or obstructive practices as defined above;
- g) Must not have been debarred by ECOWAS in connection with the vendor's involvement in operational work;
- h) Must not have been identified on any Anti-Money Laundering/Combating the Financing of Terrorists sanctions lists monitored by ECOWAS, including but not limited to the United Nations 1267 sanctions list (member states list earlier stated);



- i) Must not have violated the terms of an ECOWAS contract in a manner so serious in nature as to justify a determination of non-responsibility, such as:
  - i. wilful failure to perform in accordance with the terms of one or more ECOWAS Institutions contracts, and/or
  - ii. a history of failure to perform, or unsatisfactory performance on, one or more ECOWAS Institutions contracts;
- j) Must not have refused to cooperate with any ECOWAS review, audit, or investigation, and/or;
- k) Must not have undertaken any other action that in the sole discretion of ECOWAS Institutions is so serious or compelling in nature that it
  - i. affects the present responsibility of the vendor, including but not limited to attempting to influence an ECOWAS procurement decision, or
  - ii. could result in harm to ECOWAS reputation or image.

ECOWAS may also consider a vendor to be non-responsible if it has been suspended, debarred, or otherwise identified as ineligible by any ECOWAS member government or other international organization.

Should it come to the attention of ECOWAS that a vendor may no longer be a responsible vendor with whom the ECOWAS will conduct business, the PCO may make a determination whether a vendor is responsible, conditionally responsible, or non-responsible.

### **Suspension of Vendors Prior to Responsibility Determination**

The PCO may suspend a vendor pending a final Responsibility Determination, whenever the PCO determines that there is a reasonable likelihood that further investigation will lead to a finding of non-responsibility. When a vendor and any specifically named affiliates are suspended, they shall be advised in writing by the PCO:

- a) that they have been suspended;
- b) of the cause(s) relied upon and reasons for imposing suspension;
- c) of the effect of the suspension;
- d) that the suspension is for a temporary period pending the completion of proceedings that may ensue;
- e) that within the time period specified in the notice, the vendor may submit, in writing, information showing that the vendor is responsible, including any additional specific information that raises a genuine dispute over the material facts, as well as any evidence of remedial measures taken or proposed by the vendor, or mitigating factors, and
- f) that suspension may lead to a determination of non-responsibility or conditional responsibility.

A vendor suspended pending a Responsibility Determination (a) is not eligible to receive ECOWAS contract awards and/or to bid on ECOWAS solicitations; (b) is excluded from conducting new business with ECOWAS as agents or representatives of other vendors; and (c) is precluded from having discussions with ECOWAS concerning the award of new contracts. A suspension applies to all affiliates of the vendor, unless the suspension decision is limited by its terms to specific divisions, organizational elements or commodities.

## **Responsibility Determinations of Vendors**

The PCO will make the determination whether a vendor is responsible, conditionally responsible, or non-responsible based on all relevant information reasonably available, including any information submitted by the vendor to ECOWAS. This determination is final and without appeal.

Vendors found to be responsible are eligible to bid on ECOWAS solicitations and receive ECOWAS contract awards, subject to the vendors continuing to satisfy the requirements necessary to be considered responsible.

Vendors found to be conditionally responsible are required to meet the conditions and obligations prescribed by the PCO in an administrative agreement prior to being eligible to receive ECOWAS contract awards or to bid on ECOWAS solicitations.

Vendors found to be non-responsible are, for a period of time determined by the PCO (a) ineligible to receive ECOWAS contract awards or to bid on ECOWAS solicitations, (b) excluded from conducting business with ECOWAS as agents or representatives of other vendors, and (c) precluded from having discussions with ECOWAS concerning the awarding of contracts. A Non-responsibility Determination applies to all affiliates of the vendor, unless the decision provides otherwise.

In any action in which the determination of non-responsibility is not based upon a conviction, the Non-responsibility Determination must be established on the basis of evidence that it is more likely than not that the vendor is not a responsible vendor. "More likely than not" means that upon consideration of all the relevant evidence, a preponderance of the evidence supports a finding that the vendor is not a responsible vendor.

## **Notice of Decision on Responsibility**

Notice to the vendor of a Responsibility Determination will:

- a) Refer to the notice of suspension, if applicable;
- b) Indicate whether the vendor has been determined to be responsible, conditionally responsible, or non-responsible;
- c) In the case of a Non-responsibility Determination, specify the reason(s) for non-responsibility and the period of non-responsibility, including effective dates, and identify all affiliates, if any, of the vendor also deemed non-responsible;
- d) In the case of conditional responsibility, specify the reason(s) for the Conditional Responsibility Determination and include an administrative agreement as an attachment to the notice indicating the conditions and obligations with which the vendor is required to comply prior to being eligible to receive ECOWAS contracts and to bid on ECOWAS solicitations.

Ineligibility of a vendor due to non-responsibility shall be for a period commensurate with the seriousness of the cause(s).

The PCO may extend the ineligibility period for an additional period, if he/she determines that an extension is necessary to protect ECOWAS interests. The PCO may, upon a vendor's written request, reduce or eliminate the period or extent of ineligibility for reasons such as:

- i. newly discovered material information;
- ii. reversal of the conviction upon which the Non-responsibility Determination was based;
- iii. bona fide change in ownership or management;
- iv. measures taken by the vendor to become responsible; or
- v. other reasons the PCO deems appropriate.

A copy of all notices of Non-responsibility Determinations will be sent to the President. The ECOWAS Institutions will post publicly the names of non-responsible vendors with the basis in the policy for that determination. This policy can be amended with the approval of the President.

## ANNEXC: TECHNICAL ADVISORY GROUPS

Commodity	Commission	Other Institutions	Agencies & Offices
Computer Hardware and Software	CCC	CCC	CCC
IT Software Development	CCC	CCC	CCC
Furniture	Procurement Unit; Maintenance	Procurement Unit; Maintenance	Procurement Unit; Maintenance of the relevant Institution
Photocopy Equipment	CCC	CCC	CCC
Legal Services	Legal Directorate	Legal Unit/Directorate	Legal Directorate of relevant Institutions
Publications	Communications Directorate	Information/Communications/Library Unit	Communications Directorate of the relevant Institution
Satellite and Surface-Link Telecommunications	CCC	CCC	CCC
Recruiting Services (Head-hunters Recruiters)	HR; Procurement Unit	HR; Procurement Unit	HR; Procurement Unit of the relevant Institution
Use of ECOWAS External Auditor	Internal Audit, Audit Committee	Internal Audit, Audit Committee	Internal Audit, Audit Committee
Travel Activities e.g. Air Charter Services and Travel Agencies	Conference/Protocol	Conference/Protocol	Conference/Protocol of the relevant Institution

Note: Clearance Groups are to assist the user unit and the Procurement Unit in the acquisition

## **ANNEX D: PROCUREMENT FOR FIELD AGENCIES AND OFFICES**

### **Introduction**

Agencies and Offices, for the most part, follow the same procurement policies and procedures that govern the rest of ECOWAS. However, because of their distant locations, certain Agencies and Offices have procedures that may vary from those used at headquarters. This Annex provides the necessary supplemental procedural guidance to assist them in acquiring goods, works and services in an appropriate, transparent, and effective manner.

### **General Procurement Guidelines for Field Agencies and Offices**

It is usually more cost-effective and expedient for heads of Agencies and Offices to procure goods, works and services in their respective locations. Field Agencies and Offices may purchase locally whenever possible, provided that:

- a) Purchases are within the authority limit;
- b) Requirements are not disaggregated in order to fall within a spending limit or the competitive thresholds;
- c) Adequate measures are taken to ensure competitive bidding where appropriate;
- d) Local servicing availability, when applicable, is taken into account, and
- e) The purchasing responsibility has not been centralized in the Commission (for example, for computers).

Procurements for goods, works and services, including administrative consulting firm services, must be submitted to the PCO of the ECOWAS Institution for action when they are over the prescribed threshold.

### **Procedures for Specific Categories of Goods, Works and Services**

#### *Information Technology and Office Equipment*

Regardless of value, Agencies and Offices should consult with the PCO and CCC when purchasing items in this category, since what is available locally might not reflect the most current technological developments. The Commission PCO can also provide guidance and assistance with regard to the purchase of IT and office equipment and maintenance contracts. Purchases of computers, software, and other information technology may be subject to approval by the PCO in consultation with the CCC. Appropriate clearance for technical items must be obtained (See Annex C, "Clearance Groups").

#### *Transportation and Communications*

Field Agencies and Offices should procure courier/pouch services locally and, to the extent possible, within the framework of contracts and vendor relationships established by the PCO for the mail and shipping services. Routine telephone and postal services are also procured locally, within institutional management guidelines. However, procurement of telecommunications equipment (for example, phone systems) and services related to satellite communications and surface links must not be undertaken without prior approval with the PCO in consultation with the appropriate technical specialist directorate, regardless of the value of the proposed procurement.

### *Office Furnishings*

The PCO may have master agreements with vendors to provide office furnishings in each geographic location around the world. Field Agencies and Offices are encouraged to consult with General Administration Directorate when considering purchase of office furnishings that will have an impact on the layout or general appearance of the Agency and Office premises. The PCO buys or approves all purchases of office furnishings valued at the stipulated threshold utilizing Master Agreements or, in cases where locally manufactured furniture is preferred, competitive solicitations. In such cases, requisitioning officers/approvers must check with the PCO to ensure that proposed purchases fall within established criteria.

### *Office Supplies and Stationery*

Standard stationery items and office supplies should be procured locally whenever possible. However, when these items are not available locally, are not competitively priced, or are of substandard quality, they may be obtained through the Commission. In instances where goods are ordered through the Commission, shipping charges for these items will be charged to the Field Agency or Office.

Letterhead, envelopes, invitations and business cards should be printed locally whenever acceptable printing services are available.

### *Vehicles*

The Commission is responsible for the evaluation and approval of all Field Agency and Office vehicle requests. Field Agencies and Offices should obtain service and parts from local sources whenever possible. When parts are unavailable locally (or if they are too costly locally and the need is not urgent) procurement may be made through the relevant PCO. When disposal of a vehicle is necessary, approval shall be obtained from the PCO.

## **Agency and Office Premises Renovation/Construction**

Procurement of construction services for Agencies and Offices premises renovation/construction projects must be submitted to the relevant PCO for action when they are over the specified threshold. Construction services include architectural, mechanical, electrical, and plumbing work for the completion of the Agency and Office premises renovation/construction project. The procurement of items such as power generators, uninterruptible power supply (UPS), carpet, tiles, office furniture, and other hard goods, will be governed by the standard procurement policy and procedure for the procurement of goods. Procurement of design services and construction management services will be governed by the standard procurement policy and procedure for administrative consulting services.

## **Travel Agency Services**

All Agencies and Office travel agency services contracts require clearance from the relevant PCO. Selection of the travel agency follows the selection methods for administrative service contracts. Contracts for travel services must ensure adherence to ECOWAS operational travel policy. This policy includes requirements for travel agencies as well as itinerary guidelines for travellers. Examples of requirements for travel agency services are as follows:

- The agency has primary responsibility for ensuring that travellers comply with the policy at the time of booking (example direct routing and class of travel)
- Tickets should not be issued by an agency until a travel authorization request has been approved and the details of what has been approved are communicated to the agency for verification against what has been booked.
- All tickets should be audited to ensure that additional costs associated with personal stops and indirect routings or any other unauthorized changes are not charged to ECOWAS. Any additional costs associated with such changes shall be borne by the traveller.
- An agency should have the capability of providing itinerary data electronically, in formats defined by ECOWAS.
- The compensation model should not provide negative incentives to increase travel costs.

### **Airline Agreements**

All Agency and Office airline agreements require clearance from the relevant PCO. Selection of airlines should follow the selection methods for administrative service contracts.

## **ANNEX E: RECORDS RETENTION AND DISPOSITION**

### **Procurement Records**

Disposition of ECOWAS procurement records shall be as herein detailed following an appraisal of the evidential and informational value of the records and an assessment of their potential historical value. The retention periods specified shall generally reflect the information needs of the relevant organizational units; the disposition instructions reflect

*ECOWAS wider, long-term information requirements.*

ECOWAS Contracts for Procurement of goods, works and services

Used to maintain a record of contracts issued by ECOWAS for the procurement of goods and services. This series consists of file folders containing originals and copies of signed contractual agreements between ECOWAS and various vendors providing goods, works and services to ECOWAS. Includes relevant supporting documentation such as Statement of Work (SOW), winning bid documents, contracts status and administration, requisitions, local purchase orders, and related correspondence.

For signed ECOWAS contracts and amendments, originals and/or copies, including relevant supporting documentation:

- Retain in office for six (6) months from contract expiration, then
- Transfer to electronic ARCHIVES for ten (10) years, then
- Destroy.

*ECOWAS Purchase Orders for goods, works and services*

Used to maintain a record of local purchase orders issued by ECOWAS.

This series consists of file folders containing originals and copies of purchase orders, including Blanket Purchase Orders/Master Agreements. Also included is the relevant supporting documentation, such as vendor acknowledgements or acceptance of purchase orders, requisitions, delivery receipts, and related correspondence.

Delivery docket files are accumulated for one (1) month in the Receiving Unit, then forwarded to the Procurement Officer for appropriate disposition.

For local purchase orders, originals and/or copies, including relevant supporting documentation:

- Retain in office for six (6) months from the end of the fiscal year in which the local purchase order expired, then
- Transfer to electronic ARCHIVES for ten (10) years, then
- DESTROY

### **Procurement Records of ECOWAS Institutions, Agencies and Offices**

This Records Retention and Disposition Annex applies to all procurement records in ECOWAS Institutions, agencies and offices.



## **ANNEX F: ACRONYMS AND GLOSSARY**

BAFO	Best and final offers
CQS	Selection based on the Consultant's Qualification
EPP	Environmentally preferred procurement
ERP	Environmentally responsible procurement
FBS	Selection under Fixed Budget
IFB	Invitation for Bids
LCS	Least Cost Selection
LPOs	Local Purchase Orders
PB	Procurement Board
PC	Procurement Committee
PCard	Purchasing Card
PCO	Public Contracting Officer
PM	Project Manager
PO	Purchase Order
PWS	Performance Work Statement
RFP	Request for Proposals
RFQ	Request for Quotations
SOW	Statement of Work
SSS	Single Source Selection
TCO	Total cost of ownership
TOR	Terms of Reference
QBS	Quality Based Selection
UA	Unit of Account
WDBE	women-owned; disabled-owned

## **Appendix G: Solicitation Documents**

### **Request for Information (RFI)**

An RFI is a tool used to elicit information on goods, works and services from the vendor community. An RFI is used when more information about the technical substance of the goods and services or about the industry would facilitate the development of the specifications (SOW/TOR).

### **Request for Expression of Interest (REI)**

An REI is a tool used to elicit information from potential consultants and used as means for shortlisting for follow-on solicitations (for example, IFB or RFP).

### **Invitation for Bid (IFB)**

An IFB is a written solicitation in which the requirement is clearly and completely specified and for which the basis of the award is primarily pricing.

### **Request for Quotation (RFQ)**

An RFQ is a simplified written solicitation process best suited to products and services that are standardized and requirement that can be clearly and completely specified. Price is the basis for award.

### **Request for Proposal (RFP)**

An RFP is a written solicitation used in cases where the requirements are complex; cannot be clearly or completely specified, where detailed technical evaluations are to be performed, and/or where pricing is either not the basis or not the sole basis of award.

## **ANNEX H: DESCRIPTION OF PROCUREMENT REQUIREMENTS**

### **1. General policy for description of procurement requirements**

- (1) Standardised features, requirements, symbols and terminology relating to the technical and quality characteristics of the goods, works or services to be procured shall be used, where available, in formulating any specifications, plans, drawings and designs to be included in the pre-qualification documents or bidding documents.
- (2) Due regard shall be had for the use of standardised trade terms, where available, in formulating the terms and conditions of the procurement contract to be entered into as a result of the procurement proceedings and in formulating other relevant aspects of the pre-qualification or bidding documents.

### **2. Writing technical specifications**

Writing technical specifications shall be done as follows:

- (a) Use the active rather than the passive language when stating a requirement in order to be more direct and concise.
- (b) Avoid words that are vague or inexact. Rather than using routine words, search for accurate, descriptive words.
- (c) Eliminate repetition. Use simple, short and concise sentences so that a minimum of punctuation is needed. Make a conscious effort to break up long sentences.
- (d) Limit each paragraph to a single idea. State the idea at the beginning. Add other sentences only as necessary to develop and support the original idea.
- (e) Use adjectives sparingly, since they often soften nouns and make their meaning vague. For example, adjectives such as 'successful', 'substantial' and 'adequate' used to describe expected performance tend to decrease rather than increase the supplier's obligations.
- (f) Use the same words, phrases and descriptive labels throughout the text to express the same meaning; creativity comes after clarity to avoid misinterpretation.
- (g) Use mandatory language: use the word 'shall' to express a binding provision. Use the permissive terms 'should' and 'may' to express a declaration of purpose or other non-mandatory provisions. Use 'will' in cases where future action is required.
- (h) Avoid using words and phrases that obscure meaning. Do not use 'and/or' in the specifications; use 'or' to indicate an alternative and use 'and' to indicate additive requirements.
- (i) Use only abbreviations and acronyms that are commonly used or those that you will use several times per page. Identify the abbreviation or acronym the first time it is used. For complicated solicitations, it may be helpful to develop, and include in the bidding documents, a list of definitions.

### **3. Technical specifications for procurement of goods**

Technical specifications for procurement of goods shall contain the following elements and descriptions of requirements:

- (a) Listing of the goods to be procured, including the required performance characteristics, quantity, delivery times and incidental services (e.g., operating or descriptive manuals, training of procuring organisation's personnel, installation, supplier's on-site personnel required, after sale service);
- (b) Required availability of spare parts and service during life of goods;
- (c) Descriptive literature or samples to be provided with the bid;
- (d) Description of any required performance or quality guarantee;
- (e) Technical configurations;
- (f) Inspection and quality testing to be conducted, including pre-shipment testing and inspection;
- (g) Environmental impact and safety standards to be met by the goods;
- (h) Criteria and performance tests or inspections for final acceptance.

### **4. Technical specifications for procurement of works**

Technical specifications for procurement of works shall contain the following elements and descriptions of requirements:

- (a) General description of the scope and purpose of the works;
- (b) Precise description of scope of work to be carried out, i.e., elements such as design, works, erection, any manufacturing, installation of equipment, etc.;
- (c) Physical nature and conditions of works site;
- (d) Detailed listing of any equipment and components to be supplied;
- (e) Detailed design and drawings of work to be performed, to the extent those are to be supplied by the procuring organisation under the contracting arrangement in question;
- (f) Description of the works in terms of design details and/or performance characteristics, including specific technical descriptions and standards as to items such as plumbing, and electrical installations;
- (g) Environmental impact and safety standards to be met;
- (h) Description of performance and quality guarantees required;
- (i) Inspection and testing to be conducted at various stages of works;
- (j) Completion tests;
- (k) Technical documentation. drawings, operating manuals to be provided by contractors;
- (l) Type and quantity of training and supervision to be provided by contractors;
- (m) Inspection and performance tests to be passed for acceptance;

- (n) Schedule for starting and completion of works time.

## **5. Technical specifications for procurement of services other than consultants' services**

Technical specifications for procurement of services other than consultants' services shall contain the following elements and descriptions of requirements:

- (a) General description of the scope and purpose of the service;
- (b) Description of the service to be supplied and the tasks to be performed by the supplier, as much as possible as performance requirements;
- (c) Conditions under which the service is to be performed;
- (d) Descriptive literature or samples to be provided with the bid;
- (e) Inspection and quality testing to be conducted;
- (f) Criteria and methods by which the procuring organisation intends to judge the performed services;
- (g) Description of performance and quality guarantees required;
- (h) Type and quantity of training and supervision to be provided by supplier.

## **6. Terms of Reference (TOR)**

The Terms of Reference are intended to provide bidders at the stage tender instructions and advice on the nature of the tender they will need submit and serve as the contractor's mandate during the implementation of projects. The terms reference are included in the tender documents. They become an annex of the eventual contract awarded following a call for tenders

The careful preparation of terms of reference and technical specifications is extremely important for the ultimate success of the project. It is the best guarantee of relevance the design of the project, the work is carried out on schedule and use economic resources. In other words, optimal preparation of the project allows for saving time and money in the later stages of the cycle project. A careful preparation of Terms of Reference or Technical Specifications is extremely important for the ultimate success of the project. It is the best guarantee of relevance the design of the project, the work is carried out on schedule and use economic resources. In other words, optimal preparation of the project allows for saving time and money in the later stages of the project cycle

TOR shall be prepared by a person(s) or a firm specialized in the area of the assignment. The scope of the services described in the TOR shall be compatible with the available budget. TOR shall define clearly the objectives, goals, and scope of the assignment and provide background information (including a list of existing relevant studies and basic data) to facilitate the consultants' preparation of their proposals. If transfer of knowledge or training is an objective, it should be specifically outlined along with details of number of staff to be trained, and so forth, to enable consultants to estimate the required resources. TOR shall list the services and surveys necessary to carry out the assignment and the expected outputs (for example, reports, data, maps, surveys). However, TOR should not be too detailed and

inflexible, so that competing consultants may propose their own methodology and staffing. Firms shall be encouraged to comment on the TOR in their proposals. The Borrower's and consultants' respective responsibilities should be clearly defined in the TOR.

**ANNEX I: CLOSE RELATIVES**

Father

Mother

Spouse

Child (Natural or Adopted)

Siblings

Grand Father

Grand Mother

Grand Child

In-laws

Uncles, Aunts, Nephews, Nieces,

Step Children, Step Parents and Step Siblings