



LOCAL OPEN BIDDING DOCUMENTS (LOBD)

Procurement of supplies:

ACQUISITION OF COMPUTER EQUIPMENT FOR THE RCSDC

West African Health Organization (WAHO)

Funding: WAHO/RCSDC Budget FY 2022

AUGUST 2022

LOCAL OPEN BIDDING DOCUMENTS (LOBD)

ACQUISITION OF COMPUTER EQUIPMENT FOR THE RCSDC

Local Open Open Call for Bids No: AOL/002/DAF/OOAS/RCSDC/06/2022

Buyer: WAHO

Country: BURKINA FASO

DATE: August 2022

Contents

<u>PART ONE - Tender Procedures</u>	1
<u>Section I. Instructions to tenderers (IS)</u>	5
<u>Section II. Specific data of the call for tenders (Data Sheet)</u>	29
<u>Section III. Assessment and qualification criteria</u>	33
<u>Section IV. Submission Forms</u>	38
<u>Section V. Eligible countries</u>	53
<u>PART II - Conditions of Supply of Supplies</u>	55
<u>Section VII. List of supplies, Delivery schedule, Technical specifications and Plans</u>	56
<u>PART THREE - Market</u>	63
<u>Section VIII. Book of General Administrative Clauses (CCAG)</u>	65
<u>Section IX. Special administrative clauses (CCAP)</u>	83
<u>Section X. Contract Forms</u>	86

PART ONE - Tender procedures for local open

Section I. Instructions to Bidders (ITB)

Table of clauses

A. General.....	5
1. Object of the contract	5
2. Origin of funds.....	5
3. Fraudulent and corrupt practices.....	5
4. Candidates admitted to compete	6
5. Related supplies and services meeting the original criteria	8
B. Content of the tender dossier	9
6. Sections of the tender documents	9
7. Clarifications provided to the tender documents	10
8. Modifications made to the tender documents	10
vs. Preparation of offers.....	10
9. Submission fees	10
10. Language of the offer.....	10
11. Documents constituting the offer.....	11
12. Letter of Submission and Price Schedules.....	12
13. Variants	12
14. Offer price and discounts	12
15. Offer and settlement currencies	14
16. Documents certifying that the Supplies and related Services meet the original criteria and comply.....	14
17. Documents attesting to the eligibility and qualifications of the Bidder.....	15
18. Period of validity of offers.....	16
19. Bid guarantee	16
20. Form and signature of the offer	18
D. Submission of Bids and Opening of Bids	19
21. Sealing and marking of tenders.....	19

22. Deadline for submission of tenders.....	19
23. Late offers	19
24. Withdrawal, substitution and modification of offers	19
25. Opening of the bids.....	20
E. Evaluation and comparison of offers	21
26. Confidentiality	21
27. Clarifications concerning the Offers	22
28. Divergences, reservations or omissions.....	22
29. Compliance of offers.....	22
30. Non-compliance, errors and omissions.....	23
31. Correction of arithmetic errors.....	23
32. Conversion into a single currency.....	24
33. Margin of preference.....	24
34. Evaluation of Bids.....	24
35. Comparison of offers	25
36. A posteriori verification of the tenderer's qualifications	26
37. Buyer's right to accept any offer and reject any or all offers	26
F. Contract award	26
38. Award criteria	26
39. Buyer's right to modify quantities at the time of contract award	26
40. Notification of contract award	26
41. Signature of the Contract	27
42. Performance guarantee.....	28

Section I. Instructions to Bidders (ITB)

General

- | | |
|--|--|
| 1. Object of the contract | <p>1.1 Following the invitation to tender notice indicated in the Special Data of the invitation to tender (Data Sheet), the Purchaser, as indicated in the BDS, publishes this Bidding Document for the procurement of the Supplies and related Services specified in Section VII, List of Supplies, delivery schedules, technical specifications and plans. The name, the identification number and the number of lots which are the subject of the local invitation to tender appear in the BDS.</p> <p>1.2 Throughout this Tender File:</p> <ul style="list-style-type: none">a) The term "in writing" means communicated in written form with acknowledgment of receipt;b) If the context so requires, the singular designates the plural, and vice versa; andc) The term "day" designates a calendar day. |
| 2. Source of funds | <p>2.1 The Institution or the beneficiary (hereinafter referred to as "the Institution") whose name appears in the Data Sheet has requested or obtained financing (hereinafter referred to as "the funds" of the Economic Community of West African States, hereinafter referred to as "ECOWAS") to make authorized payments under the Contract for which the this call for tenders is launched.</p> <p>2.2 The Economic Community of West African States (ECOWAS) will only make payments at the request of the Institution, after having approved said payments, in accordance with the articles and conditions of the financing agreement between the Institution and the Economic Community of West African States (ECOWAS). The financing agreement prohibits any withdrawal from the Loan Account intended for the payment of any natural or legal person, or any importation of supplies when, to the knowledge of the Economic Community of West African States (ECOWAS) , said payment, or said importation, falls under a ban pronounced by ECOWAS.</p> |
| 3. Fraud and corruption practices | <p>3.1 The Economic Community of West African States (ECOWAS) requests that the rules relating to practices of fraud and corruption as they appear in Section VI be applied.</p> <p>3.2 For the purposes of applying these rules, Bidders must ensure that the Economic Community of West African States (ECOWAS) and its agents can examine the accounts, accounting documents,</p> |

statements and other documents relating to the requests. of applications, submission of bids and execution of contracts (in case of award) and to submit them for verification to auditors appointed by the Economic Community of West African States (ECOWAS).

**4. Candidates
admitted to
compete**

- 4.1 A Bidder may be a private or public company (subject to the provisions of article 4.5 IS) or any grouping of such companies under an existing agreement or as evidenced by an intention to form such an agreement supported by a letter of intent and a draft group agreement. In the event of a grouping, all the members constituting it will be jointly and severally liable for the performance of the Contract in accordance with its terms. The group will appoint a Representative with the power to validly represent all its members during the call for tenders, and in the event of the Contract being awarded to this group, during the performance of the Contract. Unless the Data Sheet provide otherwise, the number of participants in the grouping is not limited.
- 4.2 A Bidder cannot be in a conflict of interest situation. Any bidder in such a situation will be disqualified. A Bidder who is in the following situations is considered to have such a conflict within the framework of this Invitation to Tender process:
- a) It directly or indirectly controls another Bidder, is under the control of another Bidder, or is under common control with another Bidder; or
 - b) It receives or has already received, directly or indirectly, subsidies from another Tenderer; or
 - c) He has the same legal representative as another Tenderer within the framework of this Call for tenders; or
 - d) He talks with another Bidder directly or through" a third party, relationships which place it in a position to influence the offer of another bidder or to influence the decisions of the Purchaser within the framework of this call for tenders; or
 - e) He participates in several offers within the framework of this Call for tenders. The participation of a Bidder in several offers will result in the disqualification of all the offers in which it has participated; however, a company can appear as a subcontractor in several offers; or
 - f) The Tenderer or one of the firms to which it is affiliated has provided consulting services for the preparation of specifications, plans, calculations and other documents for the

supplies or services which are the subject of this Invitation to Tender; or

- g) The Bidder has itself, or one of the firms to which it is affiliated, has been or must be recruited by the Institution or the Purchaser, to carry out the supervision or control of supplies or services within the framework of the Contract; or
- h) The Bidder provides goods, works or services other than consultancy services which follow on or are directly related to the consultancy services provided for the preparation or execution of the Project referred to in article 2.1 of IS, whether it had itself supplied or which had been supplied by any other company which is affiliated to it and which it controls directly or indirectly or which controls it or with which it is subject to common control.
- i) The Bidder maintains a close business or family relationship with a member of the Institution's staff (or staff of the Project executing entity or a beneficiary of part of the Loan): i) who intervenes directly or indirectly in the preparation of the Bidding Documents or the Contract Specifications, and / or in the evaluation process of the Bids; or ii) which could intervene in the performance or supervision of the same Contract, unless the conflict which arises from this relationship has been resolved in a manner satisfactory to the Economic Community of West African States (ECOWAS) during the selection process and contract execution.

4.3 Subject to the provisions of ITB article 4.7, a Bidder may have the nationality of any country. A Bidder will be deemed to have the nationality of a given country if it is incorporated there, or registered, and subject to its laws, as reflected in its articles of association or equivalent documents and its registration documents. This criterion will also apply to the determination of the nationality of subcontractors and suppliers of the Contract, including related Services.

4.4 A tenderer subject to a sanction pronounced by the Economic Community of West African States (ECOWAS) in accordance with article 3.1 of IS, in particular under the Directives of the Economic Community of West African States West Africa (ECOWAS) for the prevention and fight against corruption in projects financed by ECOWAS loans ("the Guidelines on the prevention of corruption"), will be excluded from any prequalification or award. and any other benefit (financial or otherwise) of a market financed by the Economic Community of

West African States (ECOWAS) during the period that the Economic Community of West African States (ECOWAS) will have determined. The list of exclusions is available at the e-mail address mentioned in **Data Sheet**.

- 4.5 Public establishments in the Buyer's country are admitted to participate on the condition that they can establish (i) that they enjoy legal and financial autonomy, (ii) that they are governed by the rules of commercial law , and (iii) that they are independent of the Buyer. To this end, public establishments must provide any document (including their statutes) making it possible to establish to the satisfaction of the Economic Community of West African States (ECOWAS) (i) that they have a personality separate from that of the State, (ii) that they do not receive any public subsidy or significant budgetary support, (iii) that they are governed by the provisions of commercial law and that in particular they are not required to return their financial surpluses to the State, which they can acquire rights and obligations,
- 4.6 The Tenderer shall not be subject to a temporary exclusion under a Tender Guarantee Statement.
- 4.7 Companies and individuals from the countries listed in Section V are ineligible provided that (a) the law or regulation of the country of the Institution prohibits commercial relations with the country of the company, provided that it is established to the satisfaction of the Economic Community of West African States (ECOWAS) that this exclusion does not prevent effective competition for the supplies and related services that are the subject of this Call for tenders; or (b) if the country of the Institution prohibits any importation of supplies from the country of the enterprise or any payment to natural or legal persons of that country.
- 4.8 The Bidder must provide any document that the Purchaser may reasonably require, establishing to the satisfaction of the Purchaser that it continues to be eligible to compete.

5. Supplies and related services meeting the original criteria

- 5.1 All supplies and all related services covered by this contract and financed by the Economic Community of West African States (ECOWAS) may come from any country in accordance with Section V, Eligible Countries.
- 5.2 For the purposes of this clause, the term "supplies" means products, raw materials, machinery, equipment and industrial installations; and the term "related services" includes services such as insurance, installation, training and initial maintenance.

- 5.3 The term “originate” refers to the country where the supplies are mined, grown, produced, manufactured or processed; or the country where a process of manufacturing, transforming or assembling components, results in obtaining a salable article whose basic characteristics are substantially different from those of its components.

Content of the tender dossier

6. Sections of the tender documents

- 6.1 The Tender Document comprises parts 1, 2 and 3, which include all the sections listed below. It should be read in conjunction with any addendum issued in accordance with ITB Article 8.

PART ONE: Tender Procedures

- Section I. Instructions to tenderers (ITB)
- Section II. Specific data of the call for tenders (Data Sheet)
- Section III. Assessment and qualification criteria
- Section IV. Submission Forms
- Section V. Eligible countries
- Section VI. Rules of the Economic Community of West African States (ECOWAS) on Fraud and Corruption

PART II: Conditions of Supply of Supplies

- Section VII. List of Supplies, Delivery Schedule, Technical Specifications and Plans

PART THREE: Contract

- Section VIII. General administrative clauses (CCAG)
 - Section IX. Special administrative clauses (CCAP)
 - Section X. Contract Forms.
- 6.2 The tender notice published by the Purchaser does not form part of the tender documents.
- 6.3 The Purchaser cannot be held responsible to the Bidders for the integrity of the Bidding Documents, responses to requests for clarifications and additions to the Bidding Documents in accordance with Article 8 IS, if they have not been obtained directly from the Purchaser. In the event of contradiction, the documents directly issued by the Purchaser shall prevail.

- 6.4 The Bidder must review all instructions, forms, conditions and specifications contained in the Bidding Documents. It is their responsibility to provide all the information and documents requested in the tender documents.
- 7. Clarifications provided to the tender documents**
- 7.1 A Candidate seeking clarification of the documents should contact the Purchaser in writing at the Purchaser's address indicated in the BDS. The Purchaser shall respond in writing to any request for clarification received at the latest within the period indicated in the Data Sheet before the deadline for submission of tenders. He will send a copy of his answer (indicating the question asked but without identifying the author) to all possible candidates who have obtained the tender documents in accordance with article 6.3 of the IS. If the BDS so provide, the Purchaser will also publish its response on the website identified in the BDS. In the event that the Purchaser deems it necessary to modify the Bidding Documents following requests for clarification, it will do so in accordance with the procedure stipulated in Articles 8 and 22.2 of the ITB.
- 8. Amendments to the tender documents**
- 8.1 The Purchaser may, at any time, before the deadline for submission of tenders, modify the tender documents by publishing an addendum.
- 8.2 Any addendum published will be considered as an integral part of the Bidding Documents and will be communicated in writing to all those who have obtained the Bidding Documents directly from the Purchaser. The Purchaser will immediately publish the addendum on the website identified in article 7.1 of ITB.
- 8.3 In order to allow bidders a reasonable period of time to take into account the modification of the BD when preparing their bids, the Purchaser may, at its discretion, extend the deadline for submission of bids in accordance with article 24.2 of ITB.

Preparation of offers

- 9. Submission Fee**
- 9.1 The candidate will bear all the costs relating to the preparation and presentation of his offer, and the Buyer is in no way responsible for these costs or required to pay them, regardless of the course and outcome of the procedure tender.
- 10. Language of the offer**
- 10.1 The offer as well as all correspondence and all documents relating to the tender, exchanged between the Bidder and the Purchaser, shall be drawn up in the language stipulated in the BDS. The additional documents and the printed matter provided by the Tenderer as part of the tender may be written in another language provided they are accompanied by a translation of the passages

relevant to the tender in the language stipulated in the BDS, in which case, for the purpose of interpreting the offer, the translation will prevail.

**11. Documents
constituting the
offer**

11.1 The offer will include the following documents:

- a) The letter of submission in accordance with the provisions of Article 12 of ITB;
- b) the applicable price schedules, completed in accordance with the provisions of Articles 12, 14, and 15 of ITB;
- c) the guarantee of the offer or the guarantee statement of the offer drawn up in accordance with the provisions of article 19.1 of the ITB;
- d) variants, if their presentation is authorized, in accordance with the provisions of Article 13 of the ITB;
- e) written confirmation authorizing the signatory of the tender to commit the Bidder, in accordance with the provisions of article 20.2 of the ITB;
- f) documents certifying, in accordance with the provisions of Article 17 of the ITB, that the Tenderer has the qualifications required to perform the Contract if his tender is accepted;
- g) The documents certifying, in accordance with the provisions of Article 17 of the ITB, that the Tenderer is admitted to compete
- h) documents certifying, in accordance with the provisions of ITB Article 17, that the Supplies and related Services to be provided by the Bidder meet the original criteria;
- i) documents certifying, in accordance with the provisions of clauses 16 and 30 of ITBs, that the Supplies and related Services comply with the requirements of the Tender Document; and
- j) any other document stipulated in the BDS.

11.2 In addition to the documents required in article 11.1 of the ITB, the offer presented by a Group of Companies must include either a copy of the Grouping agreement binding all the members of the Group, or a letter of intention to constitute a such Grouping signed by all members of the Grouping and accompanied by a draft agreement.

The Bidder will provide information relating to commissions and compensation paid in connection with its Bid.

- 12. Letter of Submission and Price Schedules**
- 12.1 The Bidder will submit its Letter of Bid and Price Schedules by completing the forms provided in Section IV, Bid Forms, without making any changes to its presentation, and no other alternative format will be accepted, subject to the provisions of the 'article 20.2 of ITB. All sections must be completed to provide the information requested.
- 13. Variants**
- 13.1 Unless otherwise indicated in the **Data Sheet**, the variants will not be taken into account.
- 14. Offer price and discounts**
- 14.1 The prices and discounts indicated by the Tenderer in the Letter of Tender and the Price Schedules will comply with the stipulations below.
- 14.2 All the lots and items appearing on the list of Supplies and Related Services must be listed and their price must appear separately on the Price Schedules.
- 14.3 The price to be indicated in the Letter of Tender will be the total price of the offer, excluding any possible discounts.
- 14.4 The Bidder will indicate any unconditional discount and the method of applying such discount in the Letter of Bid.
- 14.5 The prices offered by the Bidder will be firm throughout the duration of the performance of the Contract by the Bidder and may not vary in any way, unless otherwise stipulated in the **Data Sheet**. An offer accompanied by a price revision clause will be considered as non-compliant and will be rejected, in application of Article 29 of the ITB. However, if the BDS provide that the prices will be revisable during the period of execution of the Contract, a firm price offer will not be rejected, but the revision coefficient considered to be equal to zero.
- 14.6 Article 1.1 may provide for the call for tenders to be launched for a single contract (lot) or for a group of contracts (lots). Unless otherwise indicated in the **Data Sheet**, the prices indicated must correspond to the totality of the articles of each lot, and to the totality of the quantity indicated for each article. Bidders wishing to offer a price reduction in the event of the award of more than one contract shall specify the reductions applicable to each group of lots or to each contract in the group of lots. The price reductions or discounts granted will be offered in accordance with Article 14.4, provided however that the offers for all the lots are submitted and opened at the same time.
- 14.7 Terms "EXW, CIP "and other similar terms will be governed by the rules prescribed in the latest edition of Incoterms published by the International Chamber of Commerce on the date of the call for tenders as specified in the BDS.

14.8 Prices will be indicated as required in each of the price schedules provided in Section IV, Bid Forms. The decomposition of the price between its different components will only be intended to facilitate the comparison of the offers by the Purchaser. It will in no way limit the Buyer's right to award the contract on the basis of any of the conditions offered by the Bidder. The Supplier is free, by indicating the price, to use a carrier and to obtain insurance benefits from any country, in accordance with Section V, Eligible Countries. The prices proposed in the price schedule forms for the Supplies and related Services will be presented as follows:

- a) For Supplies manufactured in the Buyer's country:
 - i) the price of the EXW supplies (ex works, factory, showroom, warehouse or sales store, as the case may be), including all customs duties, sales taxes or other already paid or payable on the components or raw materials used in the manufacture or assembly of the Supplies;
 - ii) sales taxes and other taxes levied on the Supplies which will be due in the Buyer's country if the Contract is awarded; and
 - iii) the price of inland transport, insurance and other local services relating to the delivery of the Supplies to their final destination (Project site) specified in the **Data Sheet**.
- b) For Supplies manufactured outside the Buyer's country, therefore supplies to be imported:
 - i) the price of the CIP-place of destination supplies, in the Buyer's country, as stipulated in **Data Sheet**;
 - ii) the price of inland transport, insurance and other local services relating to the delivery of the supplies from the indicated place of destination (CIP) to their final destination (Project site) specified in **Data Sheet**.
- c) For Supplies manufactured outside the Buyer's country, but already imported:
 - i) the price of the Supplies, including the initial import value of the supplies, and any margin (or reduction), as well as other associated costs, and customs duties and other import taxes already paid or payable on the supplies already imported;

- ii) customs duties and other import taxes already paid (supported by documents) or payable on the Supplies already imported;
 - iii) the price of the Supplies obtained by difference of (i) and (ii) above,
 - iv) sales taxes and other taxes levied on the Supplies which will be due in the Buyer's country if the Contract is awarded; and
 - v) the price of inland transport, insurance and other local services relating to the delivery of the Supplies to their final destination (project site) specified in the **Data Sheet**.
- d) For Related Services, other than inland transport and other services necessary to transport the Supplies to their final destination, when such Related Services are required in Section VII: List of Supplies, Delivery Schedule, Technical Specifications and Plans:
- i) the price of each item that is part of the Related Services (applicable taxes included).

**15. Supply
currencies and
settlement**

- 15.1 The currency (s) of the Offer and the currency (s) of settlement will comply with the provisions of the **Data Sheet**. The Bidder will indicate the part of the price of its bid corresponding to the expenses incurred in the Buyer's country, in the currency of the Buyer's country, unless otherwise specified in the BDS.
- 15.2 The Bidder may indicate the price of its bid in the currency of any country. If the Bidder wishes to be paid in several currencies, he may formulate the price of his bid in these currencies, provided that he does not use more than three currencies in addition to the currency of the Buyer's country.

**16. Documents
certifying that
the Supplies and
related Services
meet the original
criteria and are
compliant**

- 16.1 To establish that the Supplies and Related Services meet the origin criteria, in application of the provisions of ITB Article 5, a Bidder must complete the declarations indicating the country of origin appearing in the price schedules, included in Section IV, Submission forms.
- 16.2 To establish the compliance of the Supplies and Related Services with the Invitation to Tender Document, the Bidder will provide as part of its bid written evidence that the supplies comply with the technical specifications and standards specified in Section VII, List of Supplies, delivery schedule, technical specifications and plans.
- 16.3 Written evidence may take the form of prospectuses, drawings or data and will include a detailed description of the main technical

and performance characteristics of the Supplies and Related Services, demonstrating that they substantially correspond to the specifications and, where applicable, a list of deviations and reservations from the provisions of Section VII, List of supplies, delivery schedule, technical specifications and plans.

16.4 The Bidder will also provide a list giving full details, including available sources of supply and current prices for spare parts, special tools, etc., necessary for the correct and continuous operation of the supplies from the start of their use by the Bidder. " Buyer and during the period specified in **Data Sheet**.

16.5 The standards which apply to the methods of execution, manufacturing processes, equipment and materials, as well as the references to brand names or catalog numbers specified by the Purchaser on the Bill of quantities, delivery schedule, and technical specifications are given for information only and are in no way restrictive. The Bidder may substitute for them other quality standards, brand names and / or other catalog numbers, provided that it establishes to the satisfaction of the Purchaser that the standards, brands and numbers thus substituted are substantially equivalent or higher than the technical specifications of Section VII.

**17. Documents
attesting to the
eligibility and
qualifications of
the Bidder**

17.1 To establish that the Bidder meets the original criteria, in accordance with the provisions of ITB Article 4, the Bidder must complete the Letter of Submission, included in Section IV, Submission Forms.

17.2 The documents that the Bidder will provide to establish that it has the qualifications required to perform the Contract if its bid is accepted, will establish, to the satisfaction of the Purchaser, that:

- a) if required by **Data Sheet**, the Bidder who does not manufacture or produce the Supplies he is offering, will submit a Manufacturer's Authorization, using for this purpose the standard form included in Section IV, Bid Forms, to certify that it has been duly authorized by the manufacturer or producer of the Supplies to supply them in the Buyer's country;
- b) if required by **Data Sheet**, in the event that it is not present in the Purchaser's country, the Bidder is or will be (if its bid is accepted) represented by an agent equipped and able to meet the contractual obligations of the supplier in terms of technical specifications , maintenance, repairs and supplies of spare parts.

- vs) the Bidder fulfills each of the qualification criteria specified in Section III, Evaluation and Qualification Criteria

18. Period of validity of offers

- 18.1 Offers will remain valid for the period specified in the **Data Sheet** after the deadline for submission set by the Purchaser in accordance with article 22.1 of ITB. An offer valid for a shorter period will be considered non-compliant and rejected by the Buyer.
- 18.2 Before the expiry of the period of validity of the offers, the Purchaser may ask the tenderers to extend the period of validity of their offers. The request and the responses will be made in writing. If a bid guarantee or a Guarantee Statement of the offer is requested in application of Article 19 of the ITB, its validity will be extended for a corresponding period. A tenderer may refuse to extend the validity of his tender without losing his guarantee. A tenderer who consents to this extension will not be asked to modify its tender, nor will it be allowed to do so, subject to the provisions of ITB article 18.3.
- 18.3 If the allocation is delayed by more than fifty-six (56) days beyond the initial period of validity of the Offer, the Market price will be determined as follows:
 - a) in the case of a firm price contract, the Contract Amount will be equal to the Offer Amount updated by the factor appearing in **Data Sheet**;
 - b) in the case of a revisable price contract, the Contract Amount will be the Offer Amount.
- vs) in any case, the offers will be evaluated on the basis of the Amount of the Offers without taking into account the aforementioned update.

19. Bid guarantee

- 19.1 If this is required within **Data Sheet**, the Tenderer will provide the original of a tender guarantee or of a guarantee statement of the tender which will form an integral part of his tender. When a tender security is required, the amount and the currency in which it must be denominated will be indicated in the BDS.
- 19.2 The Tender Guarantee Statement will be presented in accordance with the model presented in Section IV - Tender Forms.
- 19.3 When required by this article, the Tender Guarantee will be in one of the following forms, at the choice of the Tenderer:

- a) a first demand bank guarantee issued by a bank, an insurance company or a surety organization;
- b) an irrevocable documentary credit; or
- c) a cashier's check or certified check; or
- d) any other guarantee mentioned, where applicable, in the BDS,

from a recognized source, established in a country meeting the origin criteria in Section V. Eligible Countries. If the Tender Guarantee provided by the Bidder is in the form of a first demand guarantee issued by an insurance company or surety agency located outside the Buyer's country, the issuing institution must have a financial institution corresponding in the country of the Purchaser in order to allow the execution, if necessary. The Tender Guarantee will be established in accordance with the form in Section IV - Tender Forms, or in another form similar in substance and approved by the Buyer prior to the filing of the Tender. The Tender Guarantee must include the full identification of the Tenderer.

- 19.4 If a tender guarantee is required in application of ITB article 19.1, any tender not accompanied by a substantially conforming tender guarantee will be rejected by the Buyer as being non-conforming.
- 19.5 If a tender guarantee is required in application of article 19.1 of the ITB, the tender guarantees of unsuccessful tenderers will be returned to them as soon as possible after the successful tenderer has provided the performance guarantee prescribed in Article 42 of IS.
- 19.6 The Tender Guarantee from the successful Bidder will be returned to it as soon as possible after signature of the Contract, against delivery of the required Performance Guarantee.
- 19.7 The bid guarantee can be entered or the bid guarantee declaration followed by:
 - a) if the Tenderer withdraws his tender during the period of validity that he will have specified in the Letter of Tender, subject to the provisions of article 18.2 of ITB; or
 - b) with regard to the successful Bidder, if the latter:
 - i) breach of its obligation to sign the Contract in application of Article 41 of the ITB; or

- ii) Fails to fulfill its obligation to provide the performance guarantee in application of Article 42 of the ITB.

19.8 The bid guarantee or the guarantee statement for the offer of a group of companies must be in the name of the group which submitted the offer. If a group has not been formally constituted when the offer is submitted, the bid guarantee or the guarantee statement for the offer of a group of companies must be in the name of all future members of the group, in accordance with the wording of the letter of intent. Mentioned in Articles 4.1 and 11.2 of ITB.

19.9 When in application of article 19.1 of ITB, no tender security is required and if:

- a) the Tenderer withdraws his Tender during the period of validity mentioned in the Letter of Tender; or
- b) the successful Bidder fails to fulfill its obligation to sign the Contract in accordance with Article 41 of the ITB, or to provide the Performance Guarantee in accordance with Article 42 of the ITB,

the Purchaser may disqualify the Bidder from any contract award by the Purchaser for the period of time stipulated in the BDS.

20. Form and signature of the offer

20.1 The Tenderer will prepare an original of the documents constituting the tender as described in Article 11 of the ITB, clearly indicating the words "ORIGINAL". A variant offer, when it is admissible, in application of Article 13 of the ITB will clearly be marked "VARIANT". In addition, he will submit the number of copies of the tender indicated in the **Data Sheet**, by clearly mentioning on these copies "COPY". In the event of differences between the copies and the original, the original will prevail.

20.2 The original and all copies of the offer will be typed or written in indelible ink; they will be signed by a person duly authorized to sign on behalf of the Tenderer. This authorization will be established in the form specified in the **Data Sheet**, and attached to the Submission. The name and title of each person signing the authorization must be typed or printed under the signature. All pages of the offer, with the exception of unmodified publications, will be initialed by the person signing the offer.

20.3 Offers submitted by grouped companies must be signed on behalf of the group by an authorized representative of the group so as to bind all the members of the group and include the power of the representative of the group signed by the persons authorized to sign on behalf of the group.

- 20.4 Any addition between the lines, erasure or overload, to be valid, must be signed or initialed by the person signing the offer.

Submission of Bids and Opening of Bids

21. Sealing and marking of offers

- 21.1 The Tenderer will place the original of his tender and all copies, including any variants authorized in application of Article 13 of the IS, in separate and sealed envelopes, bearing the words "ORIGINAL-BASIC OFFER", "ORIGINAL -VARIANT "or" COPY - BASIC OFFER and COPY-VARIANT ", as the case may be. All these envelopes will themselves be placed in the same sealed outer envelope.
- 21.2 The inner and outer envelopes must:
- a) include the name and address of the Bidder;
 - b) be sent to the Buyer in accordance with article 24.1 of the IS;
 - c) include the identification of the call for tenders indicated in article 1.1 of the ITB;
 - d) include the mention of not opening them before the date and time fixed for opening the envelopes.
- 21.3 If the envelopes are not sealed and marked as stipulated, the Buyer will not be responsible if the offer is lost or opened prematurely.

22. Deadline for submission of tenders

- 22.1 Bids must be received by the Purchaser at the address indicated in the **Data Sheet** and no later than the date and time specified therein. When the BDS so provides, Bidders should have the option of submitting their bid electronically. In such a case, Bidders must follow the procedure provided for in the BDS.
- 22.2 The Purchaser may, if he deems it necessary, postpone the deadline for submission of tenders by amending the Bidding documents in application of Article 8 of the IS, in which case all the rights and obligations of the buyer. 'Buyer and bidders governed by the previous deadline will be governed by the new deadline.

23. Late offers

- 23.1 The Purchaser will not consider any bids that arrive after the expiration of the deadline for the submission of bids, in accordance with ITB Article 22. Any bid received by the Purchaser after the deadline for submitting bids will be declared out of time, rejected and returned to the Bidder unopened.

24. Withdrawal, substitution and

- 24.1 A Tenderer may withdraw, replace, or modify his tender after having submitted it, by written notification, duly signed by an authorized representative, together with a copy of the

modification of offers

authorization in application of article 20.2 of the IS. The modification or the corresponding replacement offer must be attached to the written notification. All notifications should be:

- a) prepared and issued in application of ITB Articles 20 and 21 (except for notifications of withdrawal which do not require copies). In addition, the envelopes must clearly bear, as the case may be, the words "Withdrawal", "Replacement offer" or "Modification"; and
- b) received by the Purchaser before the deadline for submission of tenders in accordance with Article 22 of IS.

24.2 Bids which bidders request withdrawal in application of article 24.1 will be returned to them unopened.

24.3 No bid may be withdrawn, replaced or modified between the date and time limit for submitting bids and the expiration date of the validity specified by the Bidder on the bid form, or the expiration of any period of extension.

25. Opening of the envelopes

25.1 The Buyer will open the tenders in public for all the offers received, before the deadline date and time (regardless of the number of tenders received) in the presence of the representatives of the Tenderers and any other person who wishes to be present on the date, time and address indicated in the BDS. The specific procedures for opening electronic tenders if such offers are provided for in article 22.1 of the IS will be detailed in the BDS.

25.2 Initially, the envelopes marked "WITHDRAWAL" will be opened and their content announced aloud, while the envelope containing the corresponding offer will be returned to the Tenderer unopened. If the envelope marked "WITHDRAWAL" does not contain the power confirming that the signature is that of a person authorized to represent the Tenderer, the corresponding tender will be opened. No withdrawal of an offer will be allowed if the corresponding notification does not contain a valid authorization of the signatory to request the withdrawal and is not read aloud. Then, the envelopes marked "REPLACEMENT OFFER" will be opened and announced aloud and the corresponding new offer substituted for the previous one, which will be returned unopened to the Bidder. No replacement of offers will be allowed if the corresponding notification does not contain a valid authorization of the signatory to request the replacement and is not read aloud. Finally, the envelopes marked "MODIFICATION" will be opened and their content read aloud with the corresponding offer. No modification of the offer will be allowed if the corresponding notification does not contain a valid authorization of the signatory to request the modification and is not read aloud. Only the offers which have been opened and

announced aloud during the opening of the tenders will then be considered. Envelopes marked "MODIFICATION" will be opened and their content read aloud with the corresponding offer. No modification of the offer will be allowed if the corresponding notification does not contain a valid authorization of the signatory to request the modification and is not read aloud. Only the offers which have been opened and announced aloud during the opening of the tenders will then be considered. Envelopes marked "MODIFICATION" will be opened and their content read aloud with the corresponding offer. No modification of the offer will be allowed if the corresponding notification does not contain a valid authorization of the signatory to request the modification and is not read aloud. Only the offers which have been opened and announced aloud during the opening of the tenders will then be considered.

- 25.3 All the other envelopes will be opened one after the other and the name of the Bidder announced aloud, as well as the possible mention of a modification, the price of the offer, by lot if applicable, including any discounts, and any possible variations, the existence of a bid guarantee if it is required, and any other detail that the Purchaser may deem useful to mention. Only the discounts and variants of the offer announced aloud when the envelopes are opened will be subject to evaluation. The Letter of Tender and the Price Schedules will be initialed by the Buyer's representatives present at the tender opening ceremony in the manner specified in the **Data Sheet**. The Buyer must neither comment on the merits of the offers nor reject any of the offers (with the exception of offers received after the deadline and in accordance with article 23.1 of the IS).
- 25.4 The Purchaser will draw up minutes of the bid opening session, which will include at least: the name of the Bidder and if there is withdrawal, replacement of the offer or modification, the price of the offer, for example lot where applicable, including any discounts and variants offered, and the existence or absence of a tender guarantee if required. The representatives of the tenderers present will be asked to sign the bid opening report. The absence of the signature of a Bidder does not affect the validity and content of the report. A copy of the minutes will be distributed to all Bidders.

Evaluation and comparison of offers

- 26. Confidentiality**
 - 26.1 No information relating to the evaluation of tenders and the recommendation for the award of the Contract will be given to the bidders or to any other person not concerned by said

procedure until the award of the Contract has not been notified to the Bidders in accordance with IS Article 40.

- 26.2 Any attempt made by a Bidder to influence the Purchaser during the evaluation of bids or during the award decision may result in the rejection of its bid.
- 26.3 Notwithstanding the provisions of article 26.2, between the time when the bids will be opened and the time when the Contract will be awarded, if a Bidder wishes to contact the Purchaser for reasons relating to the tendering procedure, he will have to do it in writing.

27. Clarifications concerning the Offers

- 27.1 To facilitate the examination, evaluation, comparison of bids and verification of the qualification of bidders, the Purchaser is free to ask a Bidder for clarification of his bid. No clarification provided by a Bidder other than in response to a request from the Purchaser will be taken into account. The Buyer's request for clarification, like the response provided, will be formulated in writing. No price modification, nor any substantial change in the offer (including a change in the Amount of its Offer made at the initiative of the Bidder) will be requested, offered or authorized, except to confirm the correction of arithmetic errors discovered by the Buyer during the evaluation of the offers in application of Article 31 of the IS.
- 27.2 The offer of a bidder who does not provide clarifications on its Bid before the date and time specified by the Purchaser in its request for clarification will be liable to be rejected.

28. Discrepancies, reservations or omissions

- 28.1 For the purpose of evaluating Offers, the following definitions will apply:
- a) A “divergence” is a deviation from the stipulations of the Bidding Document;
 - b) A “reservation” is the formulation of a restrictive conditionality, or the non-acceptance of a provision required by the Bidding Documents; and
 - vs) An “omission” is the total or partial absence of the information and documents required by the Bidding Document.

29. Compliance of offers

- 29.1 The Buyer will establish the conformity of the Offer on the basis of its content alone, as defined in Article 11 of IS.
- 29.2 An essentially compliant offer is an offer that complies with all the stipulations, specifications and conditions of the Tender Document, without deviation, reservation or significant omission. Important deviations or omissions are:

- a) if they were accepted,
 - i) would significantly limit the scope, quality or performance Related Supplies and Services specified in the Contract; or
 - ii) would limit, in a material way and not in accordance with the Bidding Documents, the rights of the Purchaser or the obligations of the Bidder under the Contract; or
- b) if they were rectified, would be prejudicial to the other Bidders who submitted offers which were essentially compliant.

29.3 The Buyer will examine the technical aspects of the offer in application of IS Article 16, in particular to ensure that all the requirements of Section VII (Technical Specifications and Drawings) have been met without material discrepancy, reservation or omission. .

29.4 The Purchaser will reject any offer which does not essentially comply with the Tender Document and the Bidder cannot subsequently make it compliant by making corrections to the discrepancy, reservation or significant omission noted.

30. Non-compliance, errors and omissions

30.1 If an offer is substantially compliant, the Buyer may tolerate any non-compliance or omission that does not constitute a material departure from the terms of the tender.

30.2 If an offer is substantially compliant, the Purchaser may request the Bidder to submit, within a reasonable time, the information or documentation necessary to remedy the non-compliance or non-essential omissions noted in the related offer. with the requested documentation. Such an omission can in no case be linked to any element of the price of the offer. The Bidder who does not comply with this request may have his bid rejected.

30.3 When an offer substantially complies with the provisions of the Bidding Document, the Purchaser will rectify the non-conformities or minor omissions which affect the Amount of the Bid. To this end, the Offer Amount will be adjusted, solely for the purposes of evaluation, to take account of the missing or non-compliant item or component.

31. Correction of arithmetic errors

31.1 If an offer is substantially compliant, the Buyer will correct the arithmetic errors on the following basis:

- a) If there is a contradiction between the unit price and the total price obtained by multiplying the unit price by the quantities, the unit price will prevail and the total price will

- be corrected, unless, in the opinion of the Buyer, the decimal point of the unit price is clearly misplaced, in which case the total price shown will prevail and the unit price will be corrected;
- b) If the total obtained by adding or subtracting the sub-totals is not correct, the sub-totals will prevail and the total will be corrected; and
 - c) If there is a contradiction between the price indicated in words and in figures, the amount in words will prevail, unless this amount is related to an arithmetical error, in which case the amount in figures will prevail subject to subparagraphs (a) and (b) above.
- 31.2 The Tenderer will be asked to accept the correction of the arithmetic errors. If the Tenderer does not accept the corrections made in accordance with article 31.1, his tender will be rejected.
- 32. Conversion into a single currency** 32.1 For evaluation and comparison purposes, the Buyer will convert all bid prices expressed in various currencies into a single currency as set out in **Data Sheet**.
- 33. Margin of preference** 33.1 Unless otherwise specified in the **Data Sheet** no preference margin will be granted.
- 34. Evaluation of Offers** 34.1 To evaluate an offer, the Buyer will only use the criteria and methods defined in this clause and in Section III, Evaluation and Qualification Criteria, to the exclusion of all other criteria and methods.
- 34.2 To evaluate the offer, the Buyer will take into account the following elements:
- a) The method of evaluation, by item or by lot, as indicated in the BDS, and the price of the offer indicated according to the provisions of Article 14 of the ITB;
 - b) the adjustments made to the price to correct arithmetic errors in application of ITB article 31.1;
 - c) price adjustments attributable to discounts offered in application of ITB article 14.3;
 - d) the conversion into a single currency of the amounts resulting from operations a), b) and c) above, in accordance with the provisions of Article 32 of the IS;
 - e) adjustments resulting from any other modification, deviation or quantifiable reserve calculated in accordance with article 30.3 of ITB;

- f) adjustments resulting from the use of the additional assessment factors listed in Section III, Assessment and Qualification Criteria.

34.3 The possible effect of the price revision formulas appearing in the CCAPs which will be applied during the period of execution of the Contract, will not be taken into account during the evaluation of the offers.

34.4 If the Tender Document authorizes bidders to separately indicate their prices for different lots, and allows the Purchaser to award one or more lots to more than one bidder, the evaluation method for determining the The lowest bidding combination, taking into account any discounts offered in the bid submission letter, will be specified in Section III, Evaluation and Qualification Criteria.

34.5 When evaluating the amount of the offers, the Buyer will exclude and will not take into account:

- a) in the case of Supplies manufactured in the country of the Purchaser, sales taxes or other taxes of the same type due on the amount of the Supplies in the event of the Contract being awarded to the Bidder;
- b) in the case of Supplies manufactured outside the Buyer's country, already imported or to be imported, customs duties and other import duties, sales taxes or other taxes of the same type due on the amount of the Supplies in case of award of the Contract to the Bidder;
- c) any provision for price revisions during the performance of the Contract, when provided for in the offer.

34.6 In evaluating the offer, the Buyer may also have to take into consideration factors other than the price of the offer indicated in application of ITB Article 14, including the characteristics, performance of the Supplies and related Services and their conditions. purchase. The factors selected, if any, will be expressed in monetary terms so as to facilitate the comparison of offers, unless otherwise specified in Section III, Evaluation and Qualification Criteria. The factors to be used and the method of application will be as indicated in ITB 34.2 (d).

35. Comparison of offers

35.1 The Buyer will compare all substantially compliant bids to determine the lowest evaluated bid, in accordance with ITB Article 34.2. The comparison of offers should be made on the basis of the CIP price (place of destination) for the imported supplies, and on the basis of the EXW price, plus the cost of domestic transport and insurance to the place of destination for the goods. supplies manufactured in the Institution's country,

and take into account the prices of any requested installation, training, commissioning and other services. The pricing will not take into account customs duties and other taxes levied on imported supplies based on CIP prices and sales taxes and other similar taxes levied in connection with the sale or delivery of supplies.

- | | |
|---|---|
| 36. A posteriori verification of the tenderer's qualifications | <p>36.1 The Purchaser will ensure that the Bidder selected for having submitted the lowest evaluated bid and substantially compliant with the provisions of the tender dossier, has the required qualifications stipulated in Section III, Criteria. assessment and qualification.</p> <p>36.2 This determination will be based on the examination of the documents attesting to the qualifications of the Bidder and submitted by it in accordance with Article 17 of ITBs.</p> <p>36.3 The award of the Contract to the Bidder is subject to the positive outcome of this determination. Otherwise, the bid will be rejected and the Buyer will examine the second lowest evaluated bid to similarly establish whether the Bidder is able to perform the Contract satisfactorily.</p> |
| 37. Buyer's right to accept any offer and reject any or all offers | <p>37.1 The Buyer reserves the right to accept or reject any offer, and to cancel the tendering process and to discard all offers at any time before the award of the Contract, without incurring any such makes any liability whatsoever towards the tenderers. In the event of cancellation, the Bids and the Bid Guarantees will be returned to the Bidders without delay.</p> |

Contract award

- | | |
|--|---|
| 38. Award criteria | <p>38.1 Subject to the provisions of article 38.1 of the IS, the Purchaser will award the Contract to the Bidder whose bid has been evaluated as the lowest priced and found to be substantially compliant with the Bidding Documents, provided that the Bidder is further deemed qualified to perform the Contract satisfactorily.</p> |
| 39. Buyer's Right to Change Quantities at Time of Award of the market | <p>39.1 At the time of the award of the Contract, the Purchaser reserves the right to increase or decrease the quantity of Supplies and related Services initially specified in Section VII, provided that this change does not exceed the percentages indicated in the Data Sheet, and without any modification of the unit prices or other conditions of the offer and of the Bidding documents.</p> |
| 40. Notification of contract award | <p>40.1 Before the expiry of the period of validity of the offers, the Purchaser shall notify the successful Bidder, in writing, that its bid has been accepted. The notification letter referred to below</p> |

and in the Contract under the heading “Contract Letter” will include the amount that the Purchaser or Supplier will have to pay for the performance of the Contract, amount to which it is referred. below and in the contractual documents under the term “Contract Amount”. The Buyer shall simultaneously notify the other Bidders of the outcome of the Invitation to Tender and publish this result on the ECOWAS and WAHO website, identifying the Tender and the lot number, and providing the following information:

- (i) the name of each Tenderer who submitted a tender,
- (ii) the Amount of the Bids as announced when the bids are opened,
- (iii) the name and the evaluated amount of each of the Offers that have been evaluated,
- (iv) the name of the Bidders whose Bid was rejected, and the reasons for rejection, and
- (v) the name of the Bidder whose bid has been selected, the Amount of its Bid, as well as the execution period and a summary of the description of the Contract awarded.

40.2 Until the drafting and approval of the official and final version of the Contract, the Award Notification will constitute the reciprocal commitment of the Buyer and the Contractor.

40.3 The Buyer shall respond promptly in writing to any Tenderer who has submitted an unsuccessful bid which, after notification of the contract award made in accordance with Article 40.1 above, has submitted to the Buyer a written request for " obtain information on the reason (s) for which his offer was not accepted.

41. Signature of the contract

41.1 As soon as possible after notification, the Purchaser will send the Deed of Commitment to the successful Bidder.

41.2 Within twenty-eight (28) days following receipt of the Deed of Commitment the successful Bidder will sign it, date it and return it to the Purchaser.

41.3 Notwithstanding the provisions of Article 41.2 above, if the signing of the Contract is hampered by restrictions on imports attributable to the Buyer, to the country of the Buyer or to the use of the products / goods, systems or services to be supplied, and if such import restrictions are governed by trade regulations of the country of the Supplier of the products / goods, systems or services, the tenderer shall not be bound by its offer. This

provision will take effect only in cases where the tenderer demonstrates to the satisfaction of the Economic Community of West African States (ECOWAS) and the Buyer that the signing of the Contract has not been hindered by a lack of diligence on the part of the Bidder when establishing the necessary formalities such as the permit request,

**42. Performance
guarantee**

- 42.1 Within twenty-eight (28) days following receipt of the notification by the Purchaser of the award of the Contract, the successful Bidder will provide the performance guarantee, in accordance with the CCAG (General Administrative Clauses), using the Performance bond form contained in Section X, Contract Forms or any other model deemed acceptable by the Purchaser. If the Performance Guarantee provided by the successful Bidder is in the form of a bond, the latter must be issued by a bonding agency or insurance company acceptable to the Purchaser. A surety body or insurance company located outside the Buyer's Country must have a correspondent in the Buyer's Country.
- 42.2 The failure of the successful Bidder to submit the aforementioned performance guarantee, or the failure to sign the Deed of Engagement, will constitute sufficient grounds for canceling the award of the Contract and entering the contract. the bid guarantee, in which case the Purchaser may award the Contract to the Tenderer whose offer is deemed to comply essentially with the tender documents and ranked second lowest, and who has the required qualifications to perform the Contract satisfactorily.

Section II. Specific data of the call for tenders (Data Sheet)

The particular data which follow, relating to the procurement of supplies, complete, clarify or amend the articles of the Instructions to Bidders (ITB). In case of conflict, the clauses below prevail over those of the ITB.

A. General	
ITB 1.1	Identification number of the regional invitation to tender: AOL No 002/DAF/OOAS/06/2022
ITB 1.1	Buyer's Name: West African Health Organisation (WAHO)
ITB 1.1	AO name / identification number: Acquisition of computer equipment for the RCSDC. AOL identification number: N° 002/DAF/OOAS/RCSDC/06/2022 <ul style="list-style-type: none"> Number and identification number of lots subject to this AOL: SINGLE LOT
ITB 2.1	Name of Institution: West African Health Organization (WAHO)
ITB 4.1	The number of members of a group will not exceed: Not applicable
B. Content of the tender dossier	
ITB 7.1	For clarification purposes only, the Buyer's address is as follows: West African Health Organization (WAHO) E-mail : lamoukou@wahooas.org . The buyer will respond no later than seven (7) calendar days before the deadline for submitting tenders, to any request for clarification received no later than ten (10) calendar days before the deadline for submitting tenders. For those companies who wish to do so, a site visit will take place on : N/A
ITB 7.1	Website address: www.wahooas.org
C. Preparation of offers	
ITB 10.1	The language of submission is: "French" or "English" or "Portuguese" All correspondence will be exchanged in one of the three languages
ITB 11.1 (h) (j)	The Bidder shall include the following additional documents with its bid:: <ul style="list-style-type: none"> Commercial register or any other equivalent documents Certificate of non-bankruptcy; Tax return document,

	<ul style="list-style-type: none"> • National Social Security certificate • The evidence of performance during the last five (5) years or since the creation date if the company is less than five (5) years old of at least two (2) similar contracts in at least one of the service areas contained in the lot. The similarity concerns the nature of the contract. To this end, the tenderer must attach to his offer the list of contracts and copies of all evidences (contracts and certificates of good performance or acceptance reports). • A bid security issued by an approved bank or guarantee institution; • Financial statements for the last three (03) years (2019, 2020 and 2021) certified by approved experts, and in addition, for bidders from ECOWAS Member States, these balance sheets must bear the certification of the services in charge of taxes; • Manufacturer's authorization for the equipment/items specified in ITB 17.2 (a).
ITB 13.1	Variants will not be taken into account
ITB 14.5	The prices proposed by the Bidder will not be revisable prices .
ITB 14.6	<p>The price indicated shall represent at least on hundred percent of the equipment required..</p> <p>The price quoted for each item shall be at least one hundred percent of the quantity required for that item.</p> <p>The lot is indivisible, and bidders may submit a bid for all items in the lot and may be awarded one or all the items in the lot. To this effect, they are authorized to propose unconditional discounts.</p> <p>In the event that the bidder is evaluated as substantially compliant, evaluated as a low bidder, and meets the qualification criteria on more than one lot, the purchaser will award the bidder the item(s) that would result in the best economy.</p>
ITB 14.7	The edition of Incoterms to which to refer is: Delivered Duty Paid (DDP 2020)
ITB 14.8 (b) (i) and (c) (v)	<p>The place of destination is:</p> <p>Single lot: RCSDC Plot 15, Buchanan Crescent, off Aminu Kano Crescent, Wuse 2, Abuja, NIGERIA ECOWAS-RCSDC is an Agency of WestAfrica Health Organisation (WAHO)</p>
ITB 14.8 (a) (iii), b (ii) and (c) (v)	<p>The final destination (project site) is:</p> <p>Plot 15, Buchanan Crescent, off Aminu Kano Crescent, Wuse 2, Abuja, NIGERIA ECOWAS-RCSDC is an Agency of WestAfrica Health Organisation (WAHO)</p>
ITB 15.1	The tenderer will indicate the price of his tender in the currency: CFA Francs.
ITB 16.4	Expected operating period for supplies: Not required

ITB 17.2 (a)	Manufacturer's Authorization: Required for all items
ITB 17.2 (b)	After-sales service: Not required
ITB 18.1	The validity period of the offer will be 180 days .
ITB 18.3 (a)	<p>In the case of a firm price market, the Contract Amount will be the Bid Amount updated as follows:</p> <p>The update to be applied consists in replacing the firm market price by another firm price in relation to an index calculated after the expiry of the period of validity of the offers which is four (04) months.</p> <p>$P / P_0 = I (M_0) / I (M_i-4)$ P is the updated offer price, P₀ the offer price, M₀ the month in which the offer was submitted and M_i-4 the interval between the month in which the update is calculated and the month in which the offer is submitted. The update is applied with a 4-month lag, considering that the prices remain intangible for 4 months.</p>
ITB 19.1	The offer must be accompanied with a bid guarantee (issued by a Bank recognized in the Economic Community of West African States (ECOWAS) area) in accordance with the standard guarantee included in Section IV, Bid submission forms
ITB 19.1	<p>The amount of the bid guarantee is as follows:</p> <ul style="list-style-type: none"> ○ Single lot : 900 000 FCFA
ITB 19.3 (d)	Other types of acceptable guarantees: None
ITB 20.1	In addition to the original of the offer, the number of copies requested is: The bid shall be submitted in electronic form. The estimate in excel file must be attached to the financial offer
D. Submission of tenders and opening of bids	
ITB 22.1	<p>For the purpose of submitting offers, only the Buyer's address is as follows:</p> <p>Attention: West African Health Organization (WAHO)</p> <p>City: Bobo-Dioulasso</p> <p>Country: BURKINA FASO</p> <p>Offers must be written in one of the three (03) ECOWAS languages and must be password protected and sent electronically to the platform https://data.wahooas.org/tenders/tenders/list no later than 29 September 2022 at 12:00 GMT.</p>

	For any further information, please contact Mrs. AMOUKOU Lalaissa E-mail: lamoukou@wahooas.org with a copy to Mr. ADJOVI C. Maurice E-mail : madjovi@prj.wahooas.org ;
ITB 25.1	<p>The opening of bids will take place at the following address</p> <p>The bids will be opened online on September 30, 2022 at 10:30 a.m. GMT in the presence of the representatives of the bidders who wish to attend by videoconference through the Zoom tool. The link to the meeting will be provided upon request to: lamoukou@wahooas.org with a copy to madjovi@prj.wahooas.org</p> <p>On the date scheduled for the opening of the bids, the bidders could connect to the online opening session through the invitation link received by email.</p> <p>Offers sent by other means will not be opened and will be rejected.</p>
E. Evaluation and comparison of offers	
ITB 32.1	The conversion currency is the FCFA
ITB 34.2 (a)	The evaluation will be carried for the "entire request".
ITB 34.6)	<p>The adjustments will be calculated using the criteria following evaluations, chosen from those indicated in Section III, Evaluation and Qualification Criteria:</p> <ul style="list-style-type: none"> a) Variation from Delivery Schedule: Yes, an adjustment of 0.5% of the contract amount per day of delay will be added only for the evaluation of the bid amount proposing delivery after the earliest delivery date specified in Section VII: Supply List and Delivery Schedule. b) variation compared to the payment schedule: no c) the cost of replacing key components, parts, and service: no d) availability in the Buyer's Country of spare parts and after-sales service for the equipment offered in the offer: yes e) operating and maintenance costs over the life of the equipment: no f) Operation and performance of the equipment offered no
F. Contract award	
ITB 39.1	<p>The quantities may be increased by a maximum percentage equal to: 25%</p> <p>The quantities may be reduced by a maximum percentage equal to: 25%</p>

Conditions and technical specifications of the services to be performed

Section III. Assessment and qualification criteria

This Section supplements the Instructions to Bidders (ITB). It includes the criteria that the Buyer must use to evaluate a bid and determine whether a Bidder meets the qualifications required under Articles 34 and 36 of ITB. The Buyer will not use any criteria other than those indicated in this Section III.

Content

1. Assessment of preference (ITB 33): Not applicable
2. Assessment of economic factors (ITB 34): Not applicable
3. Multiple Market Assessment (ITB 34): Applicable
4. A posteriori qualification (ITB 36): Applicable

1. Assessment of preference (ITB clause 33)**(Not Applicable: N/A)**

If the BDS provide for it, the Purchaser will grant in the comparison of the evaluated offers a margin of preference to the supplies manufactured or assembled in the country of the Purchaser, in accordance with the procedure below.

The Buyer will classify the offers in one of the three groups below:

- a) **Group A:** offers proposing supplies manufactured in the Institution's country, for which: (i) the cost of labor, raw materials and components originating in the Institution's country represent more than thirty (30) percent of the EXW price of the supplies, and (ii) the establishment in which these supplies will be manufactured or assembled, manufactures or assembles identical supplies at least since the date of the submission of tenders.
- b) **Group B:** all other offers proposing supplies originating in the country of the Institution.
- vs) **Group C:** offers proposing supplies manufactured or assembled outside the Institution's country, which have been or will be imported.

To facilitate this classification by the Purchaser, the Bidder will complete the appropriate version of the Price Schedule included in the Bidding Document. It is understood, however, that if the Bidder makes a mistake in the version and fills out another form, its offer will not be rejected but will simply be reclassified by the Purchaser in the appropriate group.

The Buyer will first examine the bids to verify into which group the bidders have classified their bids when preparing their bids and Price Schedules. He will confirm or modify this classification if necessary.

All evaluated offers in each group will then be compared against each other, to determine which evaluated offer is the lowest in each group. The lowest evaluated bid from each group will then be compared with the lowest evaluated bid from the other groups. If, from this comparison, it emerges that an offer from Groups A or B is the lowest evaluated offer, the Tenderer who submitted it will be awarded the contract.

If, as a result of the above comparison, the lowest evaluated offer is in Group C, all offers in Group C will be compared again with the lowest evaluated offer in Group A, after has added to the evaluated price of the supplies offered in each of the offers of Group C, and for the sole purpose of this additional comparison, an amount of fifteen (15) percent of the CIP price (place of destination) of the products and goods to be imported or already imported. All prices will take into account unconditional discounts and corrected for arithmetic errors. If it is the offer of group A which is less expensive, it is retained as the winner of the contract. Otherwise, the lower evaluated offer from Group C will be selected in accordance with the above paragraph.

2. Assessment of economic factors (ITB clause 34)

(Not applicable)

The evaluation of an offer by the Purchaser may take into account, in addition to the price of the offer submitted in application of the provisions of article 14.8 of the IS, one or more of the following factors, as indicated: in IS 36.3 (d), and as specified in the Data Sheet with reference to IS 34.6, using the methods and criteria described in 1.2 below:

a) Delivery schedule (version of Incoterms specified in **Data Sheet**):

The Supplies covered by this Invitation to Tender must be delivered within an acceptable period of time (i.e. between and including an initial date and an end date) specified in Section VII - Schedule of delivery. No bonus will be awarded for early delivery; and offers offering delivery beyond this period will be considered non-compliant. Within this acceptable period of time, an adjustment as stipulated in Data Sheet -34.6, will be added to the prices of offers providing for delivery on a date included in the period specified in the Delivery Schedule. This adjustment will be made for evaluation purposes only.

b) Variants to the Settlement Schedule:

Bidders will indicate the prices of their bids on the basis of the Settlement Schedule appearing in CCAP. Bids will be evaluated on this basis. Bidders are, however, allowed to submit a variant to the Settlement Schedule and to indicate the price reduction they would accept for that variant. The Purchaser may consider the alternative to the Settlement Schedule and the price reduction proposed by the successful Bidder on the basis of the Settlement Schedule appearing in the CCAP.

c) Cost of spare parts, mandatory spare parts, and after-sales service: [insert (i) or (ii) below]

The list and quantities of major assemblies and spare parts, which are likely to be required during the initial period of operation of the supplies specified in **Data Sheet** with reference to ITB article 16.4, is provided in the list of Supplies. Their total cost resulting from the application of the unit prices indicated in the offer, will be added to the offer price for evaluation purposes.

d) Availability of spare parts and after-sales services in Buyer's country, for the equipment offered in the bid: N/A

The cost to the Purchaser of setting up minimum facilities for after-sales service and for the storage of spare parts, described in Data Sheet -34 .6, will, if stated separately, be added to the offer price, for evaluation purposes.

e) Operation and maintenance costs: N/A

The operation and maintenance costs of the Supplies which are the subject of the Invitation to Tender will be added to the price of the offer, for evaluation purposes only, and if specified in

BDS 34.6. The adjustment will be made in accordance with the methodology specified in clause 34.6

f) Performance and yield of supplies: N/A

The equipment offered must have the minimum performance specified in the Technical Specifications to be considered in conformity with the provisions of the Bidding Document. The evaluation will take into account the additional cost due to the difference in performance of the equipment proposed in the tender compared to the required performance; the price offered will be adjusted according to the method appearing in Data Sheet -34.6.

g) Additional specific criteria: N/A

Any other specific criteria, as well as the appropriate method for its application to the assessment, should be detailed in BDS - 34.6, where applicable.

3. Assessment of multiple contracts (ITB clause 34.4)

(Applicable)

The Purchaser will award several contracts to the Bidder who offers the lowest evaluated combination of bids (one contract per bid) and which satisfies the conditions for ex post qualification (in accordance with this Section III, clause 36.1 of IS, Verification of Qualifications to posteriori).

To this end, the Purchaser:

- a) Evaluate only those lots and contracts offering at least the percentages of items per lot and quantity per item stipulated in ITB article 14.8; and
- b) will take into account:
 - i) The lowest bid;

4. Alternative Offers (ITB clause 13.1): N/A

5. Qualification conditions a posteriori (clause 36 of ITB)**Applicable**

After having determined the lowest-priced evaluated offer according to the provisions of article 35.1 of the IS, the Purchaser will verify a posteriori that the Bidder is qualified in accordance with the provisions of Article 36 of the IS, by mentioning exclusively the conditions mentioned in said clause. No factor that is not defined below can be used to judge the

i) Technical capacity and experience

The Bidder must prove, with supporting documentation, that it meets the following technical capacity requirements:

- a)** Have performed at least two similar contracts in the last five (05) years or since the date of creation if the company is less than five (5) years old in at least one of the areas of service contained in the lot. The similarity relates to the nature of the contract;
- b)** Bidders must have achieved a minimum certified average turnover (see table below) over the past three (03) years (**2019 -2020 - 2021**) or since the creation of the company.

Average annual sales for supplies during the last three (03) fiscal years 2019-2020-2021 which shall not be less than an amount equivalent to :
60 000 000 FCFA

- c)** The bidder shall submit manufacturer's authorizations for the items defined in ITB 17.2 (a).

Section IV. Submission Forms

List of forms

Letter submission	39
Bidder Information Form	42
Group member information form	43
Price Schedule	43
Price schedule for the Supplies to be imported	Erreur ! Signet non défini.
Price schedule for Supplies, already imported	Erreur ! Signet non défini.
Price schedule for supplies manufactured in the Buyer's country	Erreur ! Signet non défini.
Price schedule and execution schedule for the Related Services	Erreur ! Signet non défini.
Offer guarantee model (bank guarantee)	48
Tender guarantee (Bond issued by a guarantee company)	50
Offer guarantee statement template	51
Manufacturer's authorization model	Erreur ! Signet non défini.

Letter submission

[The Bidder completes the letter below with its letterhead, clearly indicating the full name and address.

Notes: the text in italics is intended to facilitate the preparation of the forms and should be deleted in the tender forms]

Date: [insert date (day, month, year) of submission of the offer]
Invitation to Tender Notice No .: **AOL/002/DAF/00AS/06/2022**
Variant No .: [insert identification number if this offer is offered for a variant]

To: [insert full name of Purchaser]

We, the undersigned, certify that:

- a) We have reviewed the Bidding Documents, including amendment (s) No .: [insert numbers and issue date of each amendment]; and have no reservations with regard to them;
- b) we meet the eligibility criteria and we have no conflict of interest as defined in Article 4 of the SI;
- c) we have not been excluded by the Purchaser on the basis of the implementation of the tender guarantee statement as provided for in article 4.6 of IS;
- d) we undertake to provide the following Supplies and Related Services in accordance with the Bidding Documents and the Delivery Schedule specified in the Bidding Documents: [insert a brief description of the Related Supplies and Services]
- e) the total amount of our offer, excluding the discounts offered in paragraph (f) below is:

In the case of a single lot: [insert the total amount of the tender in words and figures, specifying the various amounts and respective currencies];

In the case of multiple lots, the total amount of each lot: [insert the total amount of the tender for each of the lots in words and figures, specifying the various amounts and respective currencies];

In the case of multiple lots, the total amount for all the lots: [insert the total amount of the offer in words and figures, specifying the various amounts and respective currencies];
- f) the discounts offered and the terms of application of said discounts are as follows:
 - i) The discounts offered are as follows: [indicate in detail each of the discounts offered];
 - ii) the precise method of calculating these discounts to determine the net amount of the offer after application of the discount is as follows: [indicate in detail the method of application of each of the discounts offered]
- g) our offer will remain valid for a period of [insert number of days] days from the deadline set for the submission of tenders in the Invitation to Tender File; this offer is binding on us and may be accepted at any time before the expiration of this period;

- h) if our offer is accepted, we undertake to obtain a guarantee of good performance of the Contract in accordance with the tender documents;
- i) in accordance with section 4.2 (e) of the Instructions to Tenderers, we do not participate as a tenderer in more than one offer under this Invitation to Tender, with the exception of alternative offers submitted in accordance with " Article 13 of the Instructions to Tenderers
- j) neither our company, nor our subcontractors or suppliers have been excluded either by the Economic Community of West African States (ECOWAS).
- k) [insert either "we are not a state-owned enterprise of the Buyer's country" or "we are a state-owned enterprise of the Buyer's country and we meet the provisions of ITB 4.5"]¹;
- l) the following benefits, fees or commissions have been paid or must be paid in connection with the Tender procedure or the performance / signature of the Contract:

[indicate the full name of each beneficiary, their full address, the reason for payment of each fee or commission, the amount and currency, if applicable]

Name of Beneficiary	Address	Reason	Amount
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(If no amount has been paid or is not due, write “nil”).

- m) it is understood that this offer, and your written acceptance of said offer by means of the Contract award notification that you send us, will act as a firm commitment between us, until a contract is formally established. and signed;
- n) we understand that you are under no obligation to accept the lowest evaluated offer or any offer you may have received;
- o) we certify that we have taken all appropriate measures to ensure that no person acting on our behalf or on our behalf can engage in fraud and corruption.

Name of Bidder * [insert full name of Bidder]

Name of the person signing the offer ** [insert full title / capacity of the person signing the offer]

As [indicate capacity of signatory]

Signature [insert signature]

Duly authorized to sign the tender for and on behalf of [insert full name of the Bidder]

¹The Bidder must use this provision as appropriate.

Dated _____ day of [Insert date of signature]

* In the case of an offer presented by a group of companies, indicate the name of the group or its partners, as the Bidder.

** The signatory person must have a power given by the Tenderer, to be attached to the tender.

Bidder Information Form

[The Bidder completes the table below in accordance with the instructions in square brackets. The table must not be modified. No substitution will be allowed.]

Date: [insert date (day, month, year) of submission of the offer]
Tender Notice No.: **AOL/002/DAF/00AS/06/2022**

1. Name of the Bidder: [insert legal name of the Bidder]
2. In the event of a grouping, names of all members: [insert the legal name of each member of the grouping]
3. Country where the Bidder is, or will be legally registered: [insert name of country of registration]
4. Year of registration of the Bidder: [insert year of registration]
5. Official address of the Bidder in the country of registration: [insert the legal address of the Bidder in the country of registration]
6. Information on the duly authorized representative of the Bidder: Last name:[insert name of the representative of the Bidder] Address:[insert the address of the representative of the Bidder] Telephone / Facsimile:[insert telephone number / facsimile of the representative of the Bidder] Email address:[insert the email address of the Bidder's representative]
7. Attached is a copy of the originals of the following documents: [mark the box (es) corresponding to the original documents attached] <input type="checkbox"/> Document of registration, registration or constitution of the firm named in 1 above, in accordance with article 4.3 of ITB <input type="checkbox"/> In the event of a consortium, letter of intent to constitute a consortium, or a consortium agreement, in accordance with article 4.1 of the ITB. <input type="checkbox"/> In the case of a public company in the Buyer's country, documents establishing that it is legally and financially autonomous, and administered according to the rules of commercial law, and that it is not under the supervision of the Buyer, in accordance with article 4.5 of IS. <input type="checkbox"/> Organizational diagram, list of board members and beneficial ownership

Group member information form

[The Bidder completes the table below in accordance with the instructions in square brackets. The table must be completed by each member / partner of the group.]

Date: [insert date (day, month, year) of submission of the offer]
Invitation to Tender Notice No : **AOL/002/DAF/OOAS/06/2022**

1. Name of the Bidder:[insert legal name of the Bidder]
2. Name of group member: [insert legal name of group member]
3. Country where the member of the group is, or will be legally registered: [insert the name of the country of registration of the member of the group]
4. Year of registration of the member of the grouping: [insert the year of registration of the group member]
5. Official address of the member of the grouping in the country of registration: [insert the legal address of the member of the grouping in the country of registration]
6. Information on the duly authorized representative of the member of the grouping: Last name: [insert the name of the representative of the member of the grouping] Address: [insert the address of the representative of the group member] Telephone / Facsimile: [insert the telephone / facsimile node of the representative of the member of the grouping] Email address: [insert the e-mail address of the representative of the member of the grouping]
7. Attached is a copy of the originals of the following documents: [mark the box (es) corresponding to the original documents attached] <input type="checkbox"/> Document of registration, registration or constitution of the firm named in 2 above, in accordance with article 4.3 of ITB <input type="checkbox"/> In the case of a public company in the Beneficiary's country, documents establishing that it is legally and financially autonomous, administered according to the rules of commercial law, and that it is not under the supervision of the Purchaser in accordance with ITB article 4.5. <input type="checkbox"/> Organizational diagram, list of board members and beneficial ownership

Price list of supplies to be imported

Group C offers, supplies to import

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

Currency of the offer in accordance with clause 15
of the ITB

Tender Notice No.: **AOR/002/DAF/OOAS/2022**

Variant No.: [insert identification number if this bid is proposed for a variant]

1	2	3	4	5	6	7	8	9
Article No.	Description of the Supplies	Country of origin	Delivery date as defined by Incoterms	Quantity (Nb. of units)	DDP ___ unit price in accordance with IS 14.6(b) (i)	DDP price per item (col 5x6)	Price per item for ground transportation and other services required in Buyer's country to bring the supplies to the final destination (as required in the Data Sheet)	Total price per item (col 7+8)
<i>[insert item number]</i>	<i>[Insert supply identification]</i>	<i>[insert country of origin]</i>	<i>[insert offered delivery date].</i>	<i>[insert quantity and unit of measure identification].</i>	<i>[insert DDP unit price for item].</i>	<i>[insert total DDP price for item].</i>	<i>[insert the corresponding price for the item]</i>	<i>[insert total price for item]</i>
							Total price	[insert total price]
							Total price excluding VAT	
							Total price including VAT	

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

Price list of supplies, already imported

Group C bids, previously imported supplies

Bid currency in accordance with ITB clause 15

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

Tender Notice No.: **AOR/002/DAF/OOAS/2022**

Variant No.: [insert identification number if this bid is proposed for a variant]

1	2	3	4	5	6	7	8	9	10	11	12
Article n°.	Description of the Supplies	Country of origin	Delivery date according to Incoterm definition	Quantity (Nb. of units)	Unit price including customs duties and import taxes in accordance with ITB 14.6(c) (i)	Customs duties and import taxes per unit in accordance with ITB 14.6(c) (ii)	Unit price net of customs duties and import taxes in accordance with ITB 14.6(c) (iii) (col.6 minus col.7)	Price per item net of customs duties and import taxes in accordance with ITB 14.6(c) (i) (col.5x8)	Price per item for ground transportation and other services required in Buyer's country to bring supplies to final destination (in accordance with ITB 14.6(c) (v))	Sales and other taxes paid or payable if the contract is awarded (in accordance with ITB 14.6(c) (iv))	Total price per item (col 9+10)
[insert item number]	[Insert supply identification]	[insert country of origin]	[insert offered delivery date].	[insert quantity and unit of measure identification].	[insert unit price for item]	[insert amount of customs duties and import taxes per unit for the item]	[insert DDP unit price for the item net of customs duties and import taxes].	[insert total DDP for the item net of customs duties and import taxes].	[insert total price per item of ground transportation and other services required in Buyer's country]	[insert total amount per item of sales and other taxes paid or payable if contract is awarded]	[insert total price for item]
									Total price		[insert total price]
									Total price excluding VAT		
									Total price including VAT		

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

Price list for supplies manufactured in Buyer's country

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

Buyer's country

(Group A and B offers)

Tender Notice No.: **AOR/002/DAF/OOAS/2022**

Currency of the offer in accordance with clause 15 of the ITB

Variant No.: [insert identification number if this bid is proposed for a variant]

1	2	3	4	5	6	7	8	9	10
Article	Description	Delivery date according to Incoterm definition	Quantity (Nb. of units)	Price per unit EXW	Total price EXW per item (cols.4 x 5)	Unit price for ground transportation and other services required in Buyer's country to bring supplies to final destination as specified in the Data Sheet	Cost Local labor, raw materials and components from the Buyer's country % of Col.5	Sales and other taxes if contract awarded (per ITB 14.6(a)(ii))	Total price per item (col 6+7)
[insert item number]	[insert supply identification]	[insert offered delivery date].	[insert quantity and unit of measure identification]	[insert EXW unit price for item]	[insert total EXW price for item]	[insert the corresponding price for the item]	[insert cost Local labor, raw materials and components from Buyer's Country % of EXW price for the item]	[insert total amount per item of sales and other taxes paid or payable if contract is awarded]	[insert total price for item]
Total price								[insert total price]	
Total price excluding VAT									
Total price including VAT									

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

Date [insert date of bid]

Price Schedule and Time table for Related Services

Date [insert date (day, month, year) of bid submission]						
Currency of the offer in accordance with clause 15 of the ITB				Tender Notice No.: AOR/002/DAF/OOAS/2022		
Variant No.: [insert identification number if this bid is proposed for a variant]						
1	2	3	4	5	6	7
Article	Description of Services (excluding ground transportation and other services required in Buyer's country to bring supplies to final destination)	Country of origin	Date of completion at final destination	Quantity (Nb. of units)	Price per unit	Total price per item (Col. 5*6)
[insert item number]	[Insert service identification]	[insert country of origin]	[insert date offered]	[insert quantity and unit of measure identification].	[insert unit price for item]	[insert total price for item]
					Total price	[insert total price]
					Total price excluding VAT	
					Total price including VAT	

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

Bid guarantee model (bank guarantee)

[The Bank completes this bid guarantee model in accordance with the indications in square brackets]

[Insert the name of the bank, and the address of the issuing agency]

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

Date: *[insert date]*

Variant: *[insert identification if it is a variant offer]*

Bid guarantee no. : *[Insert guarantee number]*

Guarantor: *[insert the name of the bank, and the address of the issuing agency, unless it appears in the header]*

We have been informed that *[insert Market number]* (hereinafter referred to as "the Bidder") responded to your call for tenders no. *[Insert tender notice number]* for the supply of *[insert description of supplies]* and has submitted or will submit to you its offer dated *[insert date of submission of the offer]* (hereinafter referred to as "the Offer").

By virtue of the provisions of the Invitation to Tender file, the Offer must be accompanied by a bid guarantee.

At the request of the Bidder, we *[insert name of the bank]* we hereby undertake, without reservation and irrevocably, to pay you on first demand, any sums of money that you may claim up to the limit of *[insert the sum in figures in the currency of the Buyer's country or an equivalent amount in a freely convertible international currency]*. _____ *[insert sum in words]*.

Your request for payment must be accompanied by a declaration attesting that the Bidder has not fulfilled one of the obligations to which it is bound by the Offer, namely:

- a) if he withdraws the Offer during the period of validity that he specified in the letter of submission of the offer; or
- b) if, having been notified of acceptance of the Offer by the Buyer during the period of validity as indicated in the letter of submission of the offer or extended by the Buyer before the expiration of this period, he:
 - (i) does not sign the Contract; or
 - (ii) does not provide a guarantee of proper performance of the Contract, if it is required to do so as provided for in the Instructions to tenderers.

This warranty will expire (a) if the contract is awarded to the Bidder, when we receive a copy of the signed Contract and the performance bond issued on your behalf, as instructed by the Bidder;

or (b) if the Contract is not awarded to the Bidder, on the earlier of the following dates: (i) when we receive a copy of your notification to the Bidder of the name of the successful bidder, or (ii) twenty-eight (28) days after the expiry of the Offer.

Any request for payment under this guarantee must be received by this date at the latest.

This guarantee is governed by the Uniform Rules of the International Chamber of Commerce 2010 (ICC) relating to guarantees on demand, Publication CCI no: 758.

Name: *[full name of the signatory]* Title *[legal capacity of the signatory]*

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

*Note: the text in **italics** is for use when preparing the form and should be removed from the final official version.*

Bid guarantee (Bond issued by a guarantee company)

[The guarantee company fulfills this tender guarantee according to the indications in square brackets]

Guarantee No [insert guarantee No]

Whereas [insert name of Tenderer] (hereinafter referred to as "Tenderer") submitted its offer on [insert date] in response to the AO No [insert tender notice number] for the supply of [insert description of supplies] (hereinafter referred to as "the Offer").

LET'S KNOW hereby that WE [insert name of issuing guarantee company] headquartered in [insert the address of the guarantee company] (hereinafter referred to as "the Guarantor"), sums committed to [insert name of Purchaser] (hereinafter referred to as "the Buyer") for the sum of [insert the amount in figures in the currency of the Buyer's country or an equivalent amount in a freely convertible international currency], [insert the amount in words] that, hereby, the Guarantor undertakes and commits his successors or assigns to pay the said Buyer in full. Certified by the stamp of the said Guarantor this ___ day of _____ [insert date]

THE CONDITIONS of execution of this obligation are as follows:

1. If the Bidder withdraws its bid within the validity period specified in the bid submission letter, or
2. If the Bidder, having been notified of the acceptance of its offer by the Purchaser during the period of validity:
 - a) does not sign or refuses to sign the contract (Form); or
 - b) does not provide or refuses to provide the Performance Guarantee, if it is required to do so as provided for in the Instructions to tenderers

We undertake to pay the Buyer an amount equal at most to the amount stipulated above, upon receipt of his first written request, without the Buyer being required to justify his request, it being understood however that, in his request, the Purchaser will note that the amount he claims is due to him because one or the other of the above-mentioned conditions or both are met, specifying which one or which has or have motivated his request.

This guarantee remains valid until the twenty-eighth (28th) day inclusive following the expiry of the period of validity of the offer; any request from the Purchaser to have it played must reach the Guarantor by this date at the latest.

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

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

Dated _____ day of _____, _____. [insert date]

Bid guarantee statement template

[The Tenderer completes this tender guarantee form in accordance with the indications in square brackets]

Date [insert date (day, month, year) of submission of the offer]
Invitation to Tender Notice No.: **AOL/002/DAF/OOAS/06/2022**
Variant No.: [insert identification number if this offer is offered for a variant]

To the attention of [insert full name of the Purchaser]
We, the undersigned, declare that:

1. We recognize that offers must be accompanied by a statement of guarantee of the offer.
2. We accept that we will be subject to a suspension of the right to participate in any call for tenders with a view to obtaining a contract from the Buyer for a period of [insert number of months or years] beginning on [insert date], if we fail to perform any of our obligations under the Offer, namely:
 - a) if we withdraw the Offer during the validity period that we have specified in the offer form; or
 - b) if we are notified of the Buyer's acceptance of the Offer during the validity period, we
 - (i) do not sign the Contract; or
 - (ii) fail to provide the performance bond, if we are required to do so as provided in the Instructions to Bidders.
3. This warranty will expire if the contract is not awarded to us, on the earliest of the following dates: (i) when we receive a copy of your notification of the name of the successful bidder, or (ii) twenty-eight (28) days following the expiration of our Offer.
4. It is understood that if we are a consortium of companies, the bid guarantee statement must be in the name of the consortium submitting the offer. If the consortium has not been formally constituted when the offer is submitted, the guarantee statement for the offer must be in the name of all future members of the consortium named in the letter of intent.

Name [insert full name of the person signing the bid guarantee statement]
As [indicate capacity of signatory]
Signature [insert signature]

Duly authorized to sign the tender for and on behalf of [insert full name of the Bidder]

Dated _____ day of _____ [Insert date of signature]

Model Manufacturer's Authorization

[The Bidder shall request the Manufacturer to complete this Form in accordance with the instructions indicated. This letter of authorization must be on the Manufacturer's letterhead and must be signed by a person authorized to sign documents binding on the Manufacturer. The Bidder will include it in its bid, if indicated in the Data Sheet and for items listed in the Data Sheet and/or specifications].

Note: All italicized text is intended for use by Bidders in the preparation of these forms and shall be deleted from the final document.

Date: [insert date]

Invitation to Tender Notice No: **AOL/002/DAF/OOAS/06/2022**

To: [insert name of Buyer]

WHEREAS:

We [insert full name of Manufacturer] are reputable manufacturers of [insert type of goods manufactured] having our plants [insert full address of Manufacturer's plants]. We hereby authorize [insert full name of Bidder] to submit a Bid, the purpose of which is to provide the following Goods manufactured by us:

[insert name and description of Goods to be supplied]

and to negotiate and eventually execute a contract with you.

We hereby extend all our warranties and guarantees in accordance with Clause 28 of the General Conditions of Contract for the supplies offered by the above company for this tender.

Signature: [insert signature of Manufacturer's authorized representative].

Name: [insert full name of Manufacturer's authorized representative]

Title: [insert title]

Date of Signature: [insert day/month/year]

Section V. Eligible countries

Eligibility for procurement of supplies, works and services financed by the Economic Community of West African States (ECOWAS).

For the information of Institutions and tenderers, with reference to Articles 4.7 and 5.1 of ITB, firms, goods and services from the following countries are not eligible to compete under this project:

- (a) under paragraph 1.8 (a) (i) of the Guidelines: None
- (b) under paragraph 1.8 (a) (ii) of the Guidelines: None

PART II - Conditions of Supply of Supplies

Section VII. List of supplies, Delivery schedule, Technical specifications and Plans

Contents

1.LIST OF SUPPLIES AND DELIVERY SCHEDULE	59
2.TECHNICAL SPECIFICATIONS	60
2.1.TECHNICAL CHARACTERISTICS OF THE REQUIREMENTS ...	60
3.PLANS	62
4.INSPECTIONS AND TESTS	63

1. Listing Supplies and Delivery Schedule

Delivery location is at RCSDC headquarters:

Plot 15, Buchanan Crescent, off Aminu Kano Crescent, Wuse 2, Abuja, NIGERIA

ECOWAS-RCSDC is an Agency of West Africa Health Organisation (WAHO)

N°	Description	Quantity	Earliest delivery time	Delivery time at the latest
1	All-in-one desktop computer (G staff)	2	60 days	90 days
2	Windows laptops (P staff)	7	60 days	90 days
3	Macbook Pro laptops (P staff)	3	60 days	90 days
4	Color printers	2	60 days	90 days
5	Printer cartridges	2	60 days	90 days

2. Technical specifications

2.1. TECHNICAL CHARACTERISTICS OF THE REQUIREMENTS

Acquisition of computer equipment for the RCSDC

Computer equipment for the RCSDC	Quantity	Technical specifications requested	Technical specifications proposed	Difference
All-in-one desktop computer (G staff)	2	Desktop HP EliteOne 1000 G2 <ul style="list-style-type: none"> □ OS: Windows 11 Pro 64-bit □ CPU: Intel Core i7-8700 (12Mo Cache, 3.2GHz) □ Display: 86.4 cm (34") Wide Quad HD 3440 x 1440 □ RAM: 16Gb (2666MHz) DDR4-SDRAM (1 x 16) □ Storage: 512 Gb SSD □ Intel UHD Graphics 630, LAN, WLAN, Bluetooth, HP Webcam □ External Keyboard and mouse (same manufacturer as the Desktop QWERTY US English) □ APC Smart-UPS 1500VA □ 3 Years Warranty 		
Windows laptops (P staff)	7	Laptop HP EliteBook 840 G8 <ul style="list-style-type: none"> □ OS: Windows 11 Pro Laptop □ CPU: Intel Core i7-1165G7 (minimum) □ Storage: 1Tb SSD (minimum) □ RAM: 32 Gb SDRAM DDR4-3200 (2 x 16 Go) □ Graphic Card Intel Iris Xe □ Display: 14"-15" TFT Touch-screen Display (with HD Decode, DX12, HDMI 2.0b et HDCP 2.3) □ Curbed Screen de 35,56 cm (14,0 inches) diagonale FHD, anti-reflets UMA eDP et PSR, 1 000 nits, 100 % sRGB avec écran de confidentialité intégré □ HP Sure View Reflect, capteur de lumière ambiante pour caméra HD et WWAN 4G (1920 x 1080) □ Combo Intel Wi-Fi 6 AX201 (2x2) et Bluetooth 5, vPro □ External Keyboard and mouse (same manufacturer as the notebook with 2 AZERTY French and 5 QWERTY US keyboards) □ Docking station compatible □ APC Smart-UPS 1500VA □ 3 Years Warranty 		

Macbook Pro laptops (P staff)	3	<p>Laptop Macbook Pro, 2021</p> <ul style="list-style-type: none"> □ CPU: M1 Pro Chip, 8-core CPU with 6 performance cores and 2 efficiency cores □ GPU: 14-core GPU □ Display: Liquid Retina XDR display 14.2-inch (diagonal) Liquid Retina XDR display; 1 3024-by-1964 native resolution at 254 pixels per inch □ RAM: 32Gb □ Storage: 1Tb □ Extension Port: Charging and Expansion: SDXC card slot, HDMI port, 3.5 mm headphone jack, MagSafe 3 port, Three Thunderbolt 4 (USB-C) ports with support for charging, DisplayPort, USB □ External Keyboard and mouse (same manufacturer as the notebook with 1 AZERTY French and 2 QWERTY US English) □ Docking station compatible □ APC Smart-UPS 1500VA □ 3 Years Warranty 		
Color printers	2	<p>Multifunction Printer HP Color LaserJet Pro M479dw</p> <ul style="list-style-type: none"> □ Print, Scan, Copy □ Recto: 29/20 ppm (noir/couleur) □ Chargeur automatique de documents de 50 feuilles avec numérisation recto □ Print front and back automatic □ Wi-Fi double band with Bluetooth – Low Energy □ Jet Direct 10/100 Base-TX print server card □ Network & USB interface Supply with Cat-6 Patch Cord and USB Cable 		
Printer cartridges	2	<ul style="list-style-type: none"> □ W2030X HP 415X Toner noir LaserJet authentique grande capacité (7 500 pages) □ W2031X HP 415X Toner cyan LaserJet authentique grande capacité (6 000 pages) □ W2032X HP 415X Toner jaune LaserJet authentique grande capacité (6 000 pages) □ W2033X HP 415X Toner magenta LaserJet authentique grande capacité (6 000 pages) □ W2030XC HP 415X Toner LaserJet Managed noir (7 500 pages) □ W2031XC HP 415X Toner LaserJet Managed cyan (6 000 pages) □ W2032XC HP 415X Toner LaserJet Managed jaune (6 000 pages) □ W2033XC HP 415X Toner LaserJet Managed magenta (6 000 pages) 		

4. Plans

This tender dossier does not include any plan.

5. Inspections and Tests

The following inspections and tests will be carried out: Functional simulation tests

PART THREE - Contract

Section VIII. Book of General Administrative Clauses (CCAG)

List of clauses

1. Definitions.....	67
2. Contract documents.....	68
3. Fraud and corruption.....	68
4. Interpretation.....	68
5. Language.....	69
6. Group	69
7. Origin criteria.....	70
8. Notification	70
9. Applicable right.....	70
10. Litigation.....	70
11. Inspections and audits by the Economic Community of West African States (ECOWAS).....	71
12. Object of the contract.....	71
13. Delivery.....	71
14. Supplier Responsibilities	71
15. Market price	72
16. Terms of Payment.....	72
17. Taxes, levies and duties	72
18. Performance guarantee.....	72
19. Copyright	73
20. Confidential information.....	73
21. Subcontracting	74

22. Specifications and Standards	74
23. Packaging and documents.....	74
24. Insurance	75
25. Transport	75
26. Inspections and tests.....	75
27. Penalties	77
28. Guarantee	77
29. Patents	78
30. Limitation of Liability.....	79
31. Amendments to laws and regulations	79
32. Force majeure.....	79
33. Change orders and contract amendments.....	80
34. Extension of time limits	80
35. Termination.....	81
36. Assignment	82
37. Export restrictions	82

General Administrative Clauses Book

Definitions

- 1.1 The following terms and expressions will have the meaning assigned to them here:
- a) "ECOWAS" means the Economic Community of West African States.
 - b) The "Contract" means the Deed of Commitment signed by the Purchaser and the Supplier, as well as the contractual documents referred to in said Deed of Commitment, including all attachments, annexes and all documents included therein. by reference.
 - c) "Contractual Documents" means the documents referred to in the Contract Agreement, including any amendments to said documents.
 - d) The "Market Price" means the price payable to the Supplier, in accordance with the Agreement. of signed contract, subject to any addition and modification or any deduction from said price, which may be made under the Contract.
 - e) "Day" means a calendar day.
 - f) "Completion" means the full provision of related services by the Supplier, in accordance with the terms set out in the Contract.
 - g) The "CCAG" means the General Administrative Clauses.
 - h) The term "Supplies" means all products, raw materials, machinery and equipment and / or any other materials that the Supplier is required to deliver to the Buyer in performance of the Contract.
 - i) The "Purchaser's Country" means the country identified in the Special Administrative Clauses (CCAP).
 - j) "Purchaser" means the entity purchasing the supplies and related services, as identified in the CCAP.
 - k) The term "Related Services" means the services relating to the supply of goods, such as insurance, installation, training and initial maintenance, as well as any similar obligation of the Supplier under the Contract.
 - l) The "CCAP" means the Book of specific administrative clauses.
 - m) A "Subcontractor" means any natural person, private or government entity or any combination of these, to whom any
-

part of the Supplies or related Services is subcontracted by the Supplier.

n) "Supplier" means any natural person, private person or government entity or any combination of these, whose offer has been accepted by the Buyer and who is designated as such in the Market Agreement.

o) "The Project Site" means the location indicated in the CCAP, if applicable.

Contract documents

2.1 Subject to the order of precedence indicated in the Contract, all documents constituting the Contract (and all parts of said documents) are correlative, complementary and are mutually explanatory. The Deed of Commitment is read as a whole.

Fraud and corruption

3.1 The Purchaser requires the Supplier to disclose any benefits, fees or commissions paid or to be paid in connection with the Bidding process or the performance or signing of the Contract. The information disclosed should at a minimum include the name and address of each agent or other entity, the amount and currency and the reason for the payment of the benefit, fee or commission.

Interpretation

4.1 If the context so requires, the singular refers to the plural and vice versa.

4.2 Incoterms

a) Subject to inconsistencies with the terms of the Contract, the meaning of a commercial term and the corresponding rights and obligations of the parties to the Contract are those prescribed by the International Commercial Terms - Incoterms.

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

4.3 All agreements

The Contract represents the totality of the contractual provisions on which the Buyer and the Supplier have agreed in relation to its object, and it replaces all communications, negotiations and agreements (written as oral) concluded between the parties relating to its object before the date of the contract. Market.

4.4 Endorsements

Amendments and other modifications to the contract can only come into force if they are made in writing, dated, if they refer expressly to the contract and are signed by a duly authorized representative of each of the parties to the contract.

4.5 No waiver

- a) Subject to the provisions of clause 4.5 (b) of the CCLS below, no release, abstention, delay or indulgence by any of the parties to enforce any of the terms and conditions of the Contract or the fact that the one of the parties grants an additional period to the other, cannot prejudice the rights devolved to this party by the Market, nor affect or restrict them; Likewise, the waiver of one of the parties to seek compensation for any breach of the Market shall not constitute a waiver of any request for compensation for a subsequent or persistent breach of the Market.
- b) Any waiver of any party's rights, powers or remedies under the Contract must be in writing, dated and signed by an authorized representative of the party granting such waiver, and specifying the right that is the subject of such waiver and scope of this waiver.

4.6 Divisibility

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

Language

- 5.1 The Contract and all correspondence and documentation relating to the Contract exchanged by the Supplier and the Purchaser, shall be drawn up in the language specified in **CCAP**. Additional documents and printed matter forming part of the Contract may be drawn up in another language, provided that they are accompanied by an exact translation into the language specified in the CCAP of the relevant passages. In this case, for the purposes of interpreting the Contract, this translation will prevail.
- 5.2 The Supplier will assume all costs of translation into the applicable language and all risks relating to the accuracy of this translation, with respect to the documents it provides.

Group

- 6.1 If the Supplier is a group of companies, all the members will be jointly and severally liable towards the Purchaser to respect the clauses of the Contract, and they will have to designate one or more members to act as common agent with power to engage the group.

	<p>The composition or constitution of the group may not be changed without the prior written consent of the Purchaser.</p>
Origin criteria	<p>7.1 The Supplier and its subcontractors must have the nationality of an eligible country. A Supplier or subcontractor will be deemed to have the nationality of a country if it is a citizen of, or if it is incorporated therein, or registered, and operates in accordance with the laws and regulations of that country.</p> <p>7.2 All goods and related services to be provided in execution of the Contract and financed by the Economic Community of West African States (ECOWAS) will come from Eligible Countries. For the purposes of this Clause, country of provenance means the country where the supplies have grown, been cultivated, extracted, produced or where, as a result of a process of manufacturing, transforming or assembling important and integrated components, it has Another recognized article suitable for marketing has been obtained, the basic characteristics, purpose and usefulness of which are substantially different from its imported components.</p>
Notification	<p>8.1 Any notification sent to one of the parties by the other party under the Contract must be made in writing to the address specified in the CCAP. The expression "in writing" means transmitted in writing with acknowledgment of receipt.</p> <p>8.2 A notification takes effect on the date on which it is given or on its date of entry into force, whichever is later.</p>
Applicable right	<p>9.1 The Contract is governed by and interpreted in accordance with the laws of the country of the Buyer, unless the CCAP otherwise.</p> <p>9.2 During the performance of the Contract, the Supplier will comply with the prohibitions on imports of goods and services into the Buyer's Country when:</p> <p>a) the law or regulation of the country of the Institution prohibits commercial relations with said country; or</p>
Litigation	<p>10.1 The Buyer and the Supplier will do their best to settle amicably, by direct and informal negotiation, any disagreement or dispute between them or in connection with the Market.</p> <p>10.2 If, beyond twenty-eight (28) days, the parties have not succeeded in resolving their dispute or disagreement through this mutual consultation, the Buyer or the Supplier may notify the other party of its intention to resort to the arbitration procedure, as provided below, with regard to the subject of the dispute. No arbitration relating to this matter can be initiated without this notification. Any dispute or disagreement about which notice to initiate arbitration proceedings</p>

has been given in accordance with this Clause, shall be ultimately resolved by arbitration. The arbitration procedure can start before or after the delivery of the Supplies under the Contract. The arbitration proceedings will be conducted in accordance with the rules of procedure specified in the CCAP.

10.3 Notwithstanding any reference to arbitration:

- a) the parties will continue to perform their respective contractual obligations, unless they mutually agree otherwise, and
- b) the Purchaser shall pay the Supplier any expense due to him.

Inspections and audits by the Economic Community of West African States (ECOWAS)

- 11.1 The Supplier shall maintain, and ensure that its subcontractors maintain systematic and accurate accounts and documentation relating to the supplies in a form and in detail in order to establish the costs of the supply.
- 11.2 The Supplier shall permit the Economic Community of West African States (ECOWAS) and/or any other person designated by ECOWAS to inspect its offices and all of its accounts and accounting records and those of its subcontractors in connection with the procurement process and its performance. It shall further permit audits to be conducted through auditors appointed by the Economic Community of West African States (ECOWAS), if requested by ECOWAS. The Supplier and its subcontractors shall take into consideration the provisions of Clause 3 that any action that significantly impedes the actions of the Economic Community of West African States (ECOWAS) with respect to inspection and auditing as designated in this Clause 11.1 is a prohibited practice and may result in termination of the Contract (as well as a declaration of ineligibility, in accordance with applicable ECOWAS sanctions procedures).

Object of the contract

- 12.1 The Supplies and related Services relating to this Contract are those which appear in Section VII, List of Supplies, Delivery Schedule, Technical Specifications and Plans.

Delivery

- 13.1 Pursuant to clause 33.1 of the CCLS, delivery of Supplies and completion of related Services will be made in accordance with the delivery and completion schedule set out in the Bill of Quantities and Delivery Schedules. The CCAP fixes the details relating to the shipment and will indicate the other parts and documents to be presented by the Supplier.

Supplier Responsibilities

- 14.1 The Supplier will provide all Supplies and related Services included in the subject of the Contract in application of Clause 12 of the CCAG and the delivery and completion schedule, in accordance with Clause 13 of the CCAG.

Market price	15.1	The price requested by the Supplier for the Supplies delivered and for the related Services rendered under the Contract will not vary from the price indicated by the Supplier in its offer, except for the price revisions authorized in the CCAP .
Terms of Payment	16.1	The Contract price will be settled in accordance with the provisions of CCAP .
	16.2	The Supplier will present its request for payment in writing to the Purchaser, accompanied by invoices describing, appropriately, the supplies delivered and the related services rendered, and the documents and parts presented in accordance with Clause 13 of the CCAG, and after having fulfilled all the obligations specified in the Contract.
	16.3	The payments due to the Supplier will be made without delay by the Purchaser, and at the latest within sixty (60) days following the presentation of the invoice or the request for payment by the Supplier, and after its acceptance by the Purchaser.
	16.4	The currency (or currencies) in which payments will be made to the Supplier under the Contract will be the currency (s) in which the price of the offer is indicated.
	16.5	In the event that the Buyer does not make a payment due on its due date or within the period indicated in CCAP , the Buyer shall be required to pay the Supplier interest on the amount of the late payment, at the rate (s) specified in the CCAP for the entire period of delay until full payment of the price, whether before or as a result of a judgment or arbitration award.
Taxes, levies and duties	17.1	For supplies originating in a country other than the Buyer's Country, the Supplier will be fully responsible for all taxes, stamp duties, patent and duties due outside the Buyer's Country.
	17.2	For supplies originating in the Buyer's country, the Supplier shall be fully responsible for all taxes, duties, licenses, etc., payable up to the time of delivery to the Buyer of the Supplies which are the subject of the contract.
	17.3	If the Supplier is entitled to any tax exemptions, reductions, reductions or privileges in the Buyer's country, the Buyer will do everything possible to allow the Supplier to benefit from them up to the maximum authorized.
Performance guarantee	18.1	Within twenty-eight (28) days following receipt of the Contract award notice, the Supplier will provide a guarantee for the proper performance of the Contract, for the amount and in the currency specified in the CCAP .

18.2 The performance guarantee will be paid to the Purchaser as compensation for any loss resulting from the Supplier's inability to fulfill all of its obligations under the Contract..

18.3 The performance guarantee will be denominated in the market currency or in a freely convertible currency deemed acceptable by the Buyer, and presented in one of the forms stipulated by the Buyer in the **CCAP** or in any other form acceptable to the Buyer.

18.4 The Purchaser shall release and return to the Supplier the performance guarantee no later than twenty-eight (28) days after the date of completion of the obligations incumbent on the Supplier under the performance of the Contract, including technical guarantee obligations, unless otherwise provided by **CCAP**.

Copyright

19.1 Copyright in all plans, documents and other material containing data and information provided to Buyer by Supplier shall remain with Supplier or, if provided directly to Buyer or through of the Supplier by a third party, including by suppliers of materials, the copyright in such materials will remain the property of such third party.

Confidential information

20.1 The Buyer and the Supplier will respect the confidential nature of any document, data or other information provided directly or indirectly by the other party under the Contract, and will not disclose them without the written consent of the other party, that such information have been provided before, during or after the performance or termination of the Contract. Notwithstanding the above provisions, the Supplier may give its subcontractor any document, data and other information that it receives from the Buyer to the extent necessary to enable the subcontractor to perform its services in accordance with the Contract, to which In this case, the Supplier will ask the said subcontractor to make a confidentiality commitment similar to the commitment imposed on the Supplier under Clause 20 of the CCAG.

20.2 The Purchaser will not use any documents, data and other information received from the Supplier for purposes other than those of the Market. Likewise, the Supplier will not use any document, data and other information received from the Purchaser for purposes other than carrying out the Contract.

20.3 However, the obligation imposed on a party under Clauses 20.1 and 20.2 above will not apply to the following types of information:

- a) those that the Buyer or the Supplier must share with the Economic Community of West African States (ECOWAS) or other institutions participating in the financing of the Market;
 - b) those which, now or later, belong or will belong to the public domain, without the party in question being at fault;
-

- c) those which can be proven to have been in the possession of the party in question when they were disclosed and that they had not previously been obtained, directly or indirectly, from the other party; or
- d) those which are legitimately placed at the disposal of the party in question by a third party not bound by the duty of confidentiality.

20.4 The above provisions of Clause 20 of the CCAG do not in any way modify a confidentiality commitment given by either party before the date of the Contract with regard to all or part of the supply.

20.5 The provisions of Clause 20 of the CCAG will remain in force after the completion or termination of the Contract, for whatever reason.

Subcontracting

21.1 The Supplier shall notify the Purchaser in writing of all sub-contracts-contracting awarded under the Contract if it has not already done so in its offer. This notification, provided in the offer or subsequently, will not release the Supplier from liability, and will not release it from any of its obligations under the Market.

21.2 Subcontracting contracts will comply with the provisions of Clauses 3 and 7 of the CCLS.

Specifications and Standards

22.1 Technical specifications and plans

- a) The Supplies delivered under the Contract and the related Services must meet the Technical Specifications specified in Section VII-List of Supplies, Delivery Schedule, Technical Specifications and Plans. If no standard is indicated therein, the standard will be assumed to be equivalent or superior to the official standards whose application is appropriate in the country of origin of the Supplies.
- b) The Supplier may decline its responsibility for any design study, data, plan, specification or other document, or any modification of these elements, which has been provided or designed by the Purchaser or on his behalf, by giving the Purchaser a notification indicating that it declines its responsibility.
- c) When the Contract refers to the codes and standards according to which it will be performed, the edition or the revised version of said codes and standards will be that specified in the Technical Specifications. During the performance of the Contract, changes to said codes and standards will only be applied after the approval of the Purchaser and will be dealt with in accordance with Clause 33 of the GCC.

Packaging and documents

23.1 The Supplier will pack the Supplies in the manner required so that they do not suffer damage or deterioration during transport to their final destination, in accordance with the provisions of the Contract. During transport, the packaging shall be sufficient to withstand under

all circumstances rough handling and extreme temperatures, salt and precipitation, and open storage. The dimensions and the weight of the boxes will take into account, whenever necessary, the fact that the final destination of the supplies is remote and the possible absence, at all stages of the transport, of heavy handling equipment.

23.2 The packaging, marking, labeling and documentation inside and outside the boxes will strictly comply with the provisions specified in the Contract as well as with subsequent instructions, if applicable, in application of the **CCAP**, and any other instructions given by the Buyer.

Insurance

24.1 Unless otherwise indicated by **CCAP**, the Supplies delivered in execution of this Contract will be fully insured in the freely convertible currency of an eligible country against any loss or damage resulting from their manufacture or acquisition, their transport, their storage and their delivery in accordance with the Incoterms in force or the manner specified in the **CCAP**.

Transport

25.1 Unless otherwise indicated by **CCAP**, the responsibility for the transport of the Supplies is assumed in accordance with the specified Incoterm.

25.2 In accordance with **CCAP**, the Supplier may be asked to provide any or all of the following services:

- a) assembly or supervision of assembly on the Project Site or commissioning of the supplies delivered;
- b) supply of the tools necessary for the assembly and / or maintenance of the supplies delivered;
- vs) provision of a detailed use and maintenance manual for each element of the supplies delivered;
- d) operation, control, or maintenance and / or repair of the supplies delivered, during a period agreed between the parties, it being understood that this service will not release the Supplier from the warranty obligations which are his due to the market; and
- e) training of Purchaser's personnel, at the Supplier's plant and / or at the place of use, in terms of assembly, commissioning, operation, maintenance and / or repair of the supplies delivered.

25.3 The prices invoiced by the Supplier for the above related services, if not included in the Supply Contract Price, will be agreed in advance between the parties and will not be higher than those which the Supplier invoices to other clients for similar services.

Inspections and tests

26.1 The Supplier performs at its expense and free of charge to the Purchaser all tests and / or inspections relating to the supplies and related services stipulated in **CCAP**.

- 26.2 The inspections and tests may be carried out at the premises of the Supplier or of its subcontractor, at the point of delivery and / or at the place of final destination of the supplies or at any place in the country of the Purchaser referred to in the **CCAP**. Subject to Clause 26.3 of the CCAG, if the tests and / or inspections take place at the premises of the Supplier or its subcontractor, all reasonable facilities and assistance, including access to plans and figures production, will be provided to inspectors at no cost to the Purchaser.
- 26.3 The Buyer or his authorized representative shall have the right to attend the tests and / or inspections referred to in Clause 26.2 of the CCAG, with the understanding that the Buyer will bear all costs and expenses incurred for this purpose, including, but not exclusively, all travel, living and accommodation costs.
- 26.4 As soon as the Supplier is ready to carry out said tests and inspections, it will notify the Purchaser thereof with reasonable notice, indicating the place and date of said tests and inspections. The Supplier will obtain from any third party or any interested manufacturer any authorization or consent necessary to enable the Buyer or his authorized representative to attend the testing and / or inspection.
- 26.5 The Purchaser may ask the Supplier to carry out tests and / or inspections not stipulated in the Contract but deemed necessary to verify that the characteristics and operation of the supplies comply with the technical specifications, codes and standards provided for in the Contract. , it being understood that the reasonable cost for the Supplier of said additional tests and / or inspections will be added to the Contract price. In addition, if said tests and / or inspections prevent further manufacturing and / or prevent the Supplier from fulfilling its other obligations relating to the Contract, this will be duly taken into account in the delivery dates and dates. Completion and with regard to the fulfillment of other obligations so affected.
- 26.6 The Supplier will give the Purchaser a report presenting the results of the tests and / or inspections thus carried out.
- 26.7 The Purchaser may refuse all or part of the supplies which prove to be defective or which do not comply with the specifications. The Supplier will make the necessary corrections to all or part of the refused supplies or replace them or make the necessary modifications to ensure that they comply with the specifications, at no cost to the Purchaser, and he will renew the tests and / or the inspection, at no cost to the Purchaser, after giving notice thereof in accordance with Clause 26.4 of the GCC.
- 26.8 The Supplier agrees that neither the performance of a test and / or an inspection of all or part of the supplies, nor the presence of the Purchaser or his authorized representative at a test and / or an
-

inspection carried out on all or part of the part of the supplies, nor the submission of a report in application of Clause 26.6 of the CCAG, does not exempt the Supplier from giving all guarantees or fulfilling the other obligations stipulated in the Contract.

Penalties

- 27.1 Subject to the provisions of Clause 32 of the CCAG, if the Supplier does not deliver any or all of the Supplies or does not render the Services provided within the deadlines specified in the Contract, the Buyer, without prejudice to others recourse it has under the Contract, may deduct from the Contract price, as penalties, an amount equivalent to the percentage stipulated in the **CCAP** applicable to the delivery price of Supplies delivered late or related Services not performed, for each week or fraction of a week late, until delivery or actual service, up to a maximum amount corresponding to the percentage of the Contract price indicated in the CCAP. Once this maximum has been reached, the Buyer will have the right to terminate the Contract in application of Clause 35 of the CCAG.

Guarantee

- 28.1 The Supplier warrants that the Supplies are new and have never been used, that they are of the most recent or current model, and that they contain all the latest improvements in design and materials, unless otherwise provided in the Contract. .
- 28.2 Subject to Clause 22.1 (b) of the CCAG, the Supplier further warrants that the supplies will be free from any defects related to an action or omission of the Supplier or related to a defect in design, materials and workmanship, such as to prevent their normal use under the specific conditions of the country of final destination.
- 28.3 Unless otherwise provided by **CCAP**, the warranty will remain valid for twelve (12) months after delivery of all or part of the supplies, where applicable, to their final destination indicated to the CCAP, as specified in the Contract or eighteen (18) months after the date of delivery. 'Shipment from the port or place of loading in the country of origin; the period which ends earlier being used for the purposes of this clause.
- 28.4 The Purchaser shall notify the Supplier of any claim as soon as possible after ascertaining the defects, indicating the nature of said defects and providing the available evidence. The Purchaser will give the Supplier a reasonable opportunity to inspect such defects.
- 28.5 Upon receipt of such a complaint, the Supplier will repair or replace promptly, within the time limits provided for this purpose in **CCAP**, supplies or defective parts, at no cost to the Purchaser.
- 28.6 If the Supplier, after having been notified thereof, does not remedy the defect within the time limits prescribed by the **CCAP**, the Buyer may undertake, in a Reasonable delay, at the Supplier's risk and expense,

any necessary remedial action, without prejudice to other remedies available to the Buyer against the Supplier under the Contract.

Patents

29.1 Provided that the Buyer complies with Clause 29.2 of the GCC, the Supplier will indemnify and hold the Buyer, its employees and directors, indemnify and hold harmless against any legal action, action or administrative action, damage, claim, loss, penalty and costs of any kind, including attorney's fees, which may be brought or borne by the Buyer as a result of an actual or suspected infringement of any patent, utility model, registered design, trademark, copyright or intellectual property rights registered or in force on the date of the Contract, due to:

- a) the installation of the supplies by the Supplier or the use of the supplies in the country where the site is located; and
- b) the sale in any country of the goods produced by means of the supplies.

This indemnification obligation will not cover any use of the supplies or part of the supplies for purposes other than those indicated in the Contract or which can be reasonably inferred therefrom, and will not cover any breach which would be due to the use supplies or part of the supplies or goods produced by means of the supplies, in association or in combination with any other equipment, installation or materials not supplied by the Supplier, in accordance with the Contract.

29.2 In the event that proceedings are instituted or a claim is brought against the Purchaser in the context of Clause 29.1 of the CCAG, the Purchaser shall notify the Supplier without delay, by sending him a notification to this effect, and the Supplier may, at its own expense and on behalf of the Purchaser, conduct such proceedings or the settlement of such claim, and any negotiations with a view to settling such proceedings or claim.

29.3 If the Supplier fails to notify the Purchaser, within twenty-eight (28) days of receipt of notification, that it intends to conduct such proceedings or claim, the Purchaser shall be free to do so on its own behalf.

29.4 The Purchaser shall, if requested by the Supplier, give the Supplier all the assistance available to ensure the conduct of the proceedings or the settlement of the claim, in which case the Supplier shall reimburse the Purchaser for all reasonable costs that it may will have assumed for this purpose.

29.5 The Buyer will indemnify and indemnify the Supplier, its employees, directors and subcontractors against any legal action, action or administrative action, damage, claim, loss, penalty and costs of any

kind, including legal fees. , which may be brought or be incumbent on the Supplier as a result of an actual or suspected infringement of any patent, utility model, registered model, trademark, copyright or intellectual property rights registered or in force on the date of Contract, in relation to plans, data, drawings, specifications or other documents or materials supplied or designed by or on behalf of the Buyer.

Limitation of Liability

- 30.1 Except in the event of gross negligence or willful misconduct:
- a) Neither party is liable towards the other for any loss or any indirect or consequential damage, loss of use, loss of production or loss of profit or financial costs, it being understood that this exception does not apply to no obligation of the Supplier to pay penalties to the Buyer;
 - b) The overall obligation that the Supplier may assume towards the Purchaser under the Contract or under civil or other liability cannot exceed the amount of the Contract, it being understood that this limitation of liability will not apply to the costs of repair or replacement of defective equipment, nor to Supplier's obligation to indemnify Buyer in the event of patent infringement.

Amendments to laws and regulations

- 31.1 Unless the Market provides otherwise, if after the date corresponding to 28 days before the date of submission of tenders, a law, regulation, decree, order or local regulation having the force of law is adopted, promulgated, repealed or modified in the place of the Buyer's country where the site is located (including any change in the interpretation or application of said text by the competent authorities) in a manner which affects the delivery date and / or the Market price, said delivery date and / or said Market price will be revised upwards or downwards as the case may be, insofar as the Supplier has been affected in the performance of any of its obligations under the Contract. Notwithstanding the above provisions,

Force majeure

- 32.1 The Supplier shall not be exposed to the seizure of its performance guarantee, to penalties or to the termination of the Contract for non-performance if, and to the extent that, its delay or any other failure in the performance of the obligations which incumbent upon him under the Contract is due to a case of Force majeure.
- 32.2 For the purposes of this Clause, the expression "Force majeure" means an event beyond the control of the Supplier, which is not attributable to its fault or negligence and which is unforeseeable and inevitable. Such events may include, without this list being exhaustive, the actions of the Buyer under State sovereignty, wars and revolutions, fires, floods, epidemics, quarantine measures and freight embargoes. .

	32.3	In the event of Force majeure, the Supplier shall immediately notify the Purchaser in writing of its existence and its reasons. Unless otherwise instructed in writing by the Purchaser, the Supplier will continue to fulfill its contractual obligations to the extent possible, and will endeavor to continue to fulfill the obligations the performance of which is not hindered by the force majeure.
Change orders and contract amendments	33.1	<p>The Buyer may at any time request the Supplier, by notification, in accordance with the provisions of Clause 8 of the CCAG, to make changes in the general framework of the Contract, in one or more of the following areas:</p> <ul style="list-style-type: none">a) plans, designs or specifications, when the supplies to be delivered under the Contract must be manufactured especially for the Buyer;b) the shipping or packing method;c) the place of delivery; andd) Related Services to be provided by the Supplier.
	33.2	If any of the above changes results in an increase or reduction in the cost or time required for the Supplier to perform any part of the Contract, the Contract price and / or the delivery / completion schedule will be changed on an equitable basis. and the Market will be amended accordingly. Any adjustment request from the Supplier under this clause must be filed within twenty-eight (28) days of the date of receipt by the Supplier of the modification order issued by the Purchaser.
	33.3	The price that the Supplier will charge in exchange for the provision of any related service which may be necessary but which was not included in the Contract will be agreed in advance by the parties and will not exceed the prices charged by the Supplier to others. parties for similar services.
	33.4	Subject to the above provisions, no variation or modification of the terms of the Contract will be made other than by a written amendment signed by the parties.
Extension of time limits	34.1	If at any time during the performance of the Contract, the Supplier or its subcontractors encounter a situation which prevents them from providing the related services within the time limits provided for in Clause 13 of the GCC, the Supplier shall promptly notify the Buyer of the delay in writing, its probable duration and reason. As soon as possible after receipt of the Supplier's notification, the Buyer will assess the situation and may, at its discretion, extend the time limits given to the Supplier to perform the Contract, in which case the

extension will be ratified by the parties, by way of an amendment. at the market.

- 34.2 With the exception of the case of force majeure referred to in clause 31, of the CCAG, uA delay on the part of the Supplier in the performance of its obligations will expose it to the application of one or more of the penalties provided for in Clause 27 of the CCAG, unless an extension of the deadlines has been granted under the Clause 34.1 of the CCLS.

Termination

35.1 Termination for non-performance

- a) The Buyer may, without prejudice to the other remedies he has in the event of breach of contract, notify the Supplier in writing of the termination for non-performance of all or part of the Contract:
 - i) if the Supplier fails to deliver any or all of the supplies within the deadlines specified in the Contract or within the deadlines extended by the Purchaser in accordance with the provisions of Clause 34 of the CCAG; or
 - ii) if the Supplier fails to perform any other obligation under the Contract.
 - iii) If the Supplier, in the Buyer's opinion, has engaged in fraudulent or corrupt practices, as defined in Clause 3 of this GCC, at the stage of its selection or during its completion of the Contract.
- b) In the event that the Purchaser terminates all or part of the Contract, in application of the provisions of Clause 35.1 (a) of the CCAG, the Purchaser may acquire, on the terms and in the manner it deems suitable, supplies or related services. similar to those not received or performed and Supplier shall be liable to Buyer for any additional costs resulting therefrom. However, the Supplier will continue to perform the Contract to the extent that it is not terminated.

35.2 Termination for insolvency

- a) The Buyer may terminate the Contract at any time by written notification to the Supplier if the latter is declared bankrupt or becomes insolvent. In this case, the termination will be without compensation for the Supplier, it being understood, however, that this termination will not prejudice or affect any of the rights or remedies that the Buyer holds or will subsequently hold.

35.3 Termination for convenience

- a) The Buyer may terminate all or part of the Contract at any time by written notification to the Supplier for reasons of convenience. The
-

termination notice will specify that the termination is unilaterally for convenience, to what extent the performance of the tasks stipulated in the Contract ends and the date on which the termination takes effect.

- b) The Purchaser will take delivery, at market prices and conditions, of the Supplies completed and ready for dispatch within twenty-eight (28) days of receipt by the Supplier of the notice of termination. With regard to the other remaining supplies, the Purchaser may decide:
 - i) to have any part of these supplies completed and delivered at market prices and conditions; and or
 - ii) cancel the remainder and pay the Supplier an agreed amount for partially completed Supplies and Related Services and materials that Supplier has already procured.

Assignment

- 36.1 Unless it has received the prior consent of the other party in writing, neither the Buyer nor the Supplier shall assign, in whole or in part, its contractual obligations under the Contract.

Export restrictions

- 37.1 Notwithstanding any obligation to undertake export formalities within the framework of the Market, any export restriction attributable to the Purchaser, to the Purchaser's Country, or to the use of the goods or services to be supplied, when such export restrictions result from the application of the trade regulations of a country which supplies these goods or services, and if such restriction hinders the Supplier in the fulfillment of its contractual obligations the Supplier shall not be bound to meet its obligations to provide the goods or services. However, this is on the express condition that the Supplier is able to demonstrate, to the satisfaction of the Purchaser and the Economic Community of West African States (ECOWAS), that it has completed all the formalities. required with diligence, including the request for any permit, authorization (s) and license (s) necessary for the delivery of goods or services within the framework of the Contract. Termination of the Contract in this context will be pronounced for convenience by the Purchaser in accordance with Clause 35.3 of the CCAG.

Section IX. Special administrative clauses (CCAP)

The Book of Special Administrative Clauses (CCAP) supplements and / or modifies the Book of General Administrative Clauses (CCAG). When there is a contradiction, the following clauses prevail over the CCAG clauses.

CCLS 1.1 (i)	The Buyer's country is: BURKINA FASO
CCAG 1.1 (j)	The Buyer is: West African Health Organization (WAHO)
CCAG 1.1 (o)	The final destination is: Single lot: at RCSDC headquarters: Plot 15, Buchanan Crescent, off Aminu Kano Crescent, Wuse 2, Abuja, NIGERIA ECOWAS-RCSDC is an Agency of WestAfrica Health Organisation (WAHO)
CCAG 4.2 (a)	The commercial terms will have the meaning prescribed by the Incoterms. If the meaning of a trade term, and if the rights and obligations of the parties are not prescribed by the Incoterms, they will be prescribed by: [exceptional; refer to other international trade terms –Incoterms]
CCAG 4.2 (b)	The version of the Incoterms will be: Delivery Duty Paid (DDP 2020)
CCAG 5.1	The language will be: Bid responses shall be written in one of the three (3) languages: French or English or Portuguese The Contract will be drawn up in the language of the bid/proposal .
CCAG 8.1	For notification purposes, the Buyer's address is: West African Health Organization (WAHO) Attention: Director General Street and number: Avenue Ouezzin COULIBALY City: Bobo-Dioulasso PO Box: 01 BP 153 Country: BURKINA FASO Phone: (+226) 20970100/20975775 Fax: (+226) 20975772 Email address : wahooas@wahooas.org
CCAG 9.1	The applicable law will be that of: ECOWAS Procurement Code _____
CCAG 10.2	The rules of the arbitration procedure, in accordance with Clause 10.2 of the CCAG, will be as follows: [The Invitation to Tender document must include a clause in the event of a Contract with a foreign Supplier and a clause in the event of a Contract with a Supplier from the Buyer's

	<p>country. When finalizing the Contract, the appropriate clause is retained in the Contract. The following explanatory note should therefore be inserted under Clause 10.2 of the CCLS in the tender document.</p> <p>At the time of finalization of the contract, Clause 10.2 (a) will be retained in the event that the Contract is concluded with a foreign Supplier, and Clause 10.2 (b) will be retained in the case of a Contract concluded with a national of the country. of the Buyer</p> <p>a) Contract concluded with a foreign Supplier:</p> <p>_ Any dispute, dispute, or complaint arising out of or relating to this Marketplace, or any breach, termination or invalidity of this Marketplace, shall be resolved by arbitration in accordance with the UNCITRAL arbitration procedures as in force to date.</p>
	<p>b) Contract concluded with a national Supplier of the Supplier's country:</p> <p>In the event of a dispute between the Buyer and a Supplier from the Buyer's country, the dispute will be adjudicated or arbitrated in accordance with ECOWAS law.</p>
CCAG 13.1	<p>Details regarding boarding documents and other documents to be provided by the Supplier are:</p> <ul style="list-style-type: none"> (i) copies of the Supplier's invoices, describing the supplies, their quantities, their unit price and the total amount; (ii) original and 03 copies of the negotiable bill of lading, net on board, marked charges paid and 03 copies of the non-negotiable bill of lading; (iii) copies of packing lists identifying the contents of each package; (iv) insurance certificate; (v) warranty certificate from the Manufacturer or the Supplier; (vi) inspection certificate issued by the designated inspection service and the Supplier's factory inspection report; and (vii) certificate of origin. <p>The above documents must be received by the Purchaser at least one week before the arrival of the supplies at port and, if not received, the Supplier will be responsible for any resulting expense.</p>
CCAG 15.1	The prices of the Supplies delivered and related Services performed will not be revisable.
CCAG 16.1	Payment of 100% of the contract amount shall be made in CFA francs within sixty (60) days after submission of a claim accompanied by a certificate from the Purchaser confirming that the Supplies have been delivered and that the other contractual Services have been performed.
CCAG 16.5	The period beyond which the Buyer will pay interest to the Supplier is 60 days.

	The applicable late payment interest rate will be the BCEAO discount rate increased by one point calculated per week of delay.
CCAG 18.1	A performance guarantee will be required The amount of the performance guarantee is equal to 10% of the contract amount.
CCAG 18.3	The performance guarantee will be a bank guarantee
CCAG 18.4	The performance guarantee will be released: in CFA francs
CCAG 23.2	The packaging, marking and documents placed inside and outside the boxes will be: RCSDC: Plot 15, Buchanan Crescent, off Aminu Kano Crescent, Wuse 2, Abuja, NIGERIA ECOWAS-RCSDC is an Agency of West Africa Health Organisation (WAHO)
CCAG 24.1	The insurance will be taken out in accordance with the applicable Incoterm: Delivery Duty Paid (DDP 2020)
CCAG 25.1	The responsibility for the transport of the Supplies will be as indicated in the Incoterms.
CCAG 26.1	The Inspections and Tests are: Assembly, mounting and testing of computer equipment
CCAG 26.2	Inspections and tests will be carried out at the delivery locations
CCAG 27.1	Late payment penalties will amount to: 1 / 2000th per calendar day applied to the value of supplies not delivered
CCAG 27.1	The maximum amount of late payment penalties will be: 10% of the contract. Once this amount is reached, the buyer can consider terminating the contract.
CCAG 28.3	The warranty period will be: 12 months. For the purposes of the guarantee (s), the place (s) of final destination is (are): RCSDC: Plot 15, Buchanan Crescent, off Aminu Kano Crescent, Wuse 2, Abuja, NIGERIA ECOWAS-RCSDC is an Agency of West Africa Health Organisation (WAHO)
CCAG 28.5	The repair or replacement period will be: 15 days.

Section X. Contract Forms

List of forms

1.	Sample Contract Letter	89
2.	Contract Agreement	90
3.	Model Performance Bond (Bank Guarantee)	91
4...	Model of advance payment guarantee (bank guarantee on demand)	92

1. Sample Contract Letter

[Buyer's Letterhead]

Date: [dated]

A : [name and address of successful Bidder]

Subject: Notification of award of Contract No...

Gentlemen,

The purpose of this letter is to notify you that your offer dated [dated] for the performance of the Supplies and Related Services of [market name and identification] for the amount of the Contract [amount in figures and words, name of the currency], corrected and amended in accordance with the Instructions to Bidders [Delete "corrected and" or "and modified" if only one of these measures applies. Delete "corrected and amended in accordance with Instructions to Bidders" if any rectifications or modifications have not been made], is accepted by our services.

You are requested to provide the performance bond within 28 days, in accordance with the CCLS, using the performance bond form in Section X, Contract Forms.

Please accept, Gentlemen, the expression of our highest consideration.

[Signature, name and title of the signatory authorized to sign on behalf of the Purchaser]

Attachment: Commitment Agreement

2. Commitment Agreement

[The selected Bidder completes the Deed of Commitment as indicated in italics]

UNDER THE TERMS OF THIS CONTRACT, concluded on [date] day of [month] of [year]

BETWEEN

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

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

WHEREAS the Purchaser has launched a call for tenders for certain Supplies and certain related Services, namely [insert a brief description of the Supplies and related Services] and has accepted an offer from the Supplier for the delivery of these Supplies and the performance of these Related Services, for an amount equal to [insert the Market Price expressed in the market settlement currency (s)] (hereinafter referred to as the "Market Price").

IT WAS DECIDED AND AGREED AS FOLLOWS:

1. In this Contract, words and expressions will have the same meaning as that which is respectively given to them in the clauses of the Contract to which reference is made.

2. The documents below are deemed to be an integral part of the Contract and to be read and interpreted as such. This Deed of Commitment shall prevail over any other document constituting the Contract.

- a) the Contract award notification sent to the Supplier by the Purchaser;
- b) The offer and the price schedules presented by the Supplier;
- vs) the Book of Special Administrative Clauses;
- d) the Book of General Administrative Clauses;
- e) the List of Supplies, the Delivery Schedule, and the Technical Specifications; and
- f) [Add any additional document (s) here] _____

3. In consideration for the payments to be made by the Purchaser for the benefit of the Supplier, as set out below, the Supplier hereby agrees with the Purchaser to deliver the Supplies and to render the related Services, and to remedy any defects of such Supplies and related Services in accordance in all respects with the provisions of the Contract.

4. The Purchaser hereby agrees to pay the Supplier, in consideration for the Related Supplies and Services, and for the rectifications made to their defects and deficiencies, the Contract price, or any other amount due under the Contract, at the due dates. and in the manner prescribed by the Market.

IN WITNESS WHEREOF the parties to this Contract have caused this document to be signed in accordance with the laws of [insert name of the country whose legislation is applicable to the Contract], on the day and year mentioned below.

Signed by [insert name and title of person authorized to sign] (for the Purchaser)

Signed by [insert name and title of the person authorized to sign] (for the Supplier)

3. Model Performance Bond (Bank Guarantee)

[At the request of the selected Bidder, the bank (guarantor) fulfills this standard performance guarantee in accordance with the indications in italics]

Date: [insert date]

AO No: **AOL/002/DAF/OOAS/2022**

Title of the AO: [insert title]

[insert name of Bank and address of Bank of issue]

Beneficiary: [insert name and address of the Purchaser]

Date: [insert date]

Performance guarantee no. : [Insert No]

Guarantor: [insert the name of the Bank, and the address of the issuing agency, unless it appears in the header]

We have been informed that [insert name of Supplier] (hereinafter referred to as "Supplier") has concluded Contract no. [Insert No] dated [insert date] for the provision of [insert description of supplies and related Services] (hereinafter referred to as "the Contract").

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

At the request of the Supplier, we [insert the name of the Bank] we hereby undertake, without reservation and irrevocably, to pay you on first request, any sums of money that you may claim up to the limit of [insert the sum in figures. The Guarantor must insert an amount representing the amount or percentage mentioned in the Market either in the currency (s) mentioned in the Market or in any other freely convertible currency acceptable to the Buyer.] [Insert the sum in letters]. Your request for payment must be accompanied by a declaration attesting that the Bidder does not comply with the conditions of the Contract, without you having to prove or give the reasons or the reason for your request or the amount indicated in your request.

This warranty expires no later than [insert date] day of [insert month] [insert year],² and any request for payment must be received by this date at the latest.

This warranty is governed by the Uniform Rules Relating to Guarantees on Demand of the ICC - 2010, ICC Publication No: 758, except subparagraph 15 (a) (ii) which is hereby excluded.

[Insert the name and function of the person authorized to sign the guarantee on behalf of the Bank]

[Insert signature]

²The date is established in accordance with Clause 18.4 of the General Administrative Clauses ("CCAG"), taking into account any technical guarantee obligation of the Supplier under clause 28.2 of the CCAG / CCAP to be guaranteed by a guarantee from partial performance. The Purchaser must take into account the fact that, in the event of an extension of the duration of the Contract, he must ask the Guarantor to extend the duration of this guarantee. Such a request must be made in writing before the expiration date stated in the warranty. When preparing the warranty, the Purchaser may consider adding the following at the end of the penultimate paragraph: "At the written request of the Purchaser, made before the expiration of this warranty, the Guarantor will extend the term of this warranty for a period not exceeding [six months] [one year]. Such an extension will only be granted once. "

4. MODEL ADVANCE PAYMENT GUARANTEE (BANK GUARANTEE ON DEMAND)

AOL No: _____ [Insert the number of the international Invitation to Tender].

Guarantor: _____ [name of the Bank and address of the issuing bank and SWIFT code]

Beneficiary: _____ [name and address of the Purchaser]

Date: _____

Advance refund guarantee No.:

We have been informed that [name of the Purchaser] (hereinafter referred to as "the Principal") entered into Contract No., with the Beneficiary on _____ for the execution of [name of contract and description of supplies] (hereinafter referred to as "the Market").

In addition we understand that under the conditions of the Market, an advance in the amount of [insert sum in figures] [insert sum in words] is paid against an advance refund guarantee.

At the request of the Principal, we, as Guarantor, make the irrevocable commitment to pay the Beneficiary any sum within the limit of the Guarantee Amount which amounts to [insert sum in figures] [insert sum in words]³. Your request for payment must include, whether in the request itself or in a separate signed document accompanying or identifying the request, the declaration that the Principal:

- (a) used the advance for purposes other than the services covered by the Contract; or
- (b) has not reimbursed the advance under the conditions specified in the Contract, specifying the amount not reimbursed by the Principal.

Any request under this guarantee must be accompanied by a certificate from the Economic Community of West African States (ECOWAS) of the Beneficiary indicating that the advance mentioned above has been credited to the bank account of the Beneficiary. Offeror with the number _____ at [name and address of the Bank].

The amount of this guarantee will be reduced progressively to the extent of the reimbursements of the advance made by the Principal as they appear in the monthly statements, a copy of which will be presented to us.

This guarantee expires at the latest on the earliest of the following dates: upon receipt of a copy of the statement indicating that 90 (ninety) percent of the Contract Amount (excluding the sums to be claimed) has been approved for payment, or on the following date: ____.⁴ Consequently, any request for payment under this Guarantee must reach us by this date at the latest.

This warranty is governed by the ICC Uniform Rules for Guarantees on Demand (RUGD), CCI Publication no: 758.

[Signature]

Note: Text in italics should be removed from the final document; it is provided as an indication to facilitate the preparation

[bank guarantees directly issued by a bank of the Bidder's choice in any eligible country will be eligible]

³The Guarantor must insert the amount representing the amount of the advance either in the currency (s) mentioned in the Market for the payment of the advance, or in any other freely convertible currency acceptable to the Buyer.

⁴ Insert the expected date for provisional reception. The Beneficiary (Buyer) must take into account the fact that, in the event of an extension of the duration of the Contract, he must ask the Guarantee to extend the duration of this guarantee. Such a request must be made in writing before the expiration date mentioned in the warranty. When preparing the guarantee, the Beneficiary may consider adding, at the end of the penultimate paragraph of the form, the following provision: period not exceeding [six months] [one year]. Such an extension will only be granted once. "



**WEST AFRICAN HEALTH ORGANIZATION
WEST AFRICAN HEALTH ORGANIZATION
ORGANIZAÇÃO OESTE AFRICANA DA SAÚDE**

LOCAL OPEN TENDER NOTICE

Référence N°: AOL/002/DAF/00AS/RCSDC/06/2022

Bobo-Dioulasso, August 25, 2022

1. The West African Health Organization (WAHO) has made provision in its Budget for Fiscal Year 2022 for the Acquisition of computer equipment for the RCSDC
2. The Director General of WAHO hereby invites bids for the procurement of Acquisition of computer equipment for the RCSDC.
3. Participation in the competition is open to all qualified companies or groups of companies in the ECOWAS region, provided that they are not subject to any prohibition or suspension and are in good standing with the authorities of their country of establishment or fixed base.
4. The supplies and equipment covered by this invitation to tender consist of a single lot and are designated as follows:

Acquisition of computer equipment for the RCSDC

The lot is single and indivisible.

5. In the event that the bidder is evaluated as substantially compliant, evaluated as a low bidder, and meets the qualification criteria on evaluated items within the lot, the purchaser will award the bidder the lot or lots that would provide the best economy.
6. Bidders are required to provide a bid security for each lot from a recognized bank :

Amount bid guarantee
900 000 FCFA

7. Bidders must have achieved a minimum certified average turnover (see table below) over the last three (03) years (2019 -2020 - 2021) or since the creation of the company.

Average annual sales for supplies during the last three (03) fiscal years 2019-2020-2021 which shall not be less than an amount equivalent to :
60 000 000 FCFA

8. Any eligible applicant interested in this notice may view and download the bidding documents from **August 26, 2022 at 10:00 GMT** at <https://data.wahooas.org/tenders/tenders/list>
Questions for clarification should be sent to: lamoukou@wahooas.org with a copy to Mr. Maurice ADJOVI madjovi@prj.wahooas.org .

9. Tenders must be written in one of the three (03) ECOWAS languages and sent electronically to <https://data.wahooas.org/tenders/tenders/list> no later than **September 29, 2022 at 12:00 GMT**.
10. Bidders should check their Inbox and SPAM folders for the automatic acknowledgement of receipt sent by the WAHO bid submission platform. If necessary, they may ask any questions of clarification or assistance through the email addresses defined in point 8 above.
11. The candidates who have submitted their offers shall communicate by the address provided in points 8-9 above, the password of their protected offers on **September 29, 2022 between 8.30 and 10.00 GMT**.
12. The bids will be opened virtually on **September 30, 2022 at 10:30 GMT** in the presence of the representatives of the bidders who wish to attend by videoconference through the Zoom platform. The link of the meeting will be provided upon request at: aadmin@wahooas.org
13. On the date scheduled for the opening of the bids, bidders could connect to the online opening session through the link received by email.
14. Bids submitted by other means will not be opened and will be rejected.
15. Bids must remain valid for 180 days from the deadline for submission.
16. WAHO reserves the right not to proceed with any part of this Notice of Proposal.

Dr Melchior Athanase J.C. AÏSSI
Director General