

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 |

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| | <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. |

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| | 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

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| 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 24, 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