

TENDER DOCUMENTS
(Open International Tender)

**DESIGN, SUPPLY AND INSTALLATION OF A TELEMEDICINE
SOLUTION FOR THE BENEFIT OF ECOWAS COUNTRIES**

(Procedure relaunched)

Buyer: West African Health Organization (WAHO)

Funding: WAHO Budget Fiscal Year 2024

International Open Tender No.: ICB/ ADMI-WAHO/2024/016

Country: BURKINA FASO

December 2024

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Section I. Tender Notice (AAO) Tender notice (relaunched)

Subject : Design, supply and installation of a telemedicine solution for the benefit of ECOWAS countries

Buyer : West African Health Organization

Country : Burkina Faso

AAO No.: ICB/ ADMI-WAHO/2024/016

1. This Tender Notice follows the General Procurement Notice of 18 January 2024 revised on 28 March 2024 and 27 August 2024 published on the ECOWAS website and on the WAHO website.
2. The West African Health Organization has obtained an allocation from the investment budget for the year 2024 to finance the design, supply and installation of a telemedicine solution for the benefit of ECOWAS countries.
3. The West African Health Organization is seeking bids in a sealed envelope from eligible candidates who meet the required qualifications for the design, supply and installation of a telemedicine solution (portable medical remote diagnosis system consisting of software and hardware via mobile and web application) for the benefit of ECOWAS countries. The contract is made up of a single lot.
4. The market is open to eligible companies from any country.
5. Interested candidates may obtain information from the Procurement Unit at the address procurement@diffusion.wahooas.org with a copy aouedraogo@wahooas.org and read the tender documents at the address mentioned below <https://data.wahooas.org/tenders/tenders/list>
6. The qualification requirements are:
 - At least **two (02) experiences** in Information Systems contracts as a main contractor or consortium member in the last ten (10) years from **[2014 to 2023]**.
 - At least **one (01) experience in telemedicine** or similar solution design/supply contracts in the amount of **USD 1000,000** as a prime contractor or consortium member in the last ten (10) years from **[2014 to 2023]**.
 - Have a **Telemedicine Project Manager**. Qualifications: Engineering degree in health technology, public health, or biomedical engineering, ideally complemented by training in project management (e.g., PMP certification). Mastery of health data security standards (GDPR, HIPAA). at least two years of experience in designing, supplying and installing or delivering and installing telemedicine solutions or similar experience
 - **System and network engineer** specializing in telemedicine solutions. Qualifications: Degree in Network Engineering, Telecommunications, or Information Technology. Expertise in the design and installation of telemedicine infrastructure, including the deployment of secure video conferencing solutions, health data storage and management, and telecommunications networks

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- **Expert in telemedicine regulation and compliance.** Qualifications: Degree in health law, public health, or political science with a specialization in health technology regulation. Experience in managing compliance with international standards (ex. ISO 13485 for medical devices). Ability to anticipate and navigate local regulations, particularly in terms of telehealth and remote prescription.
 - **Doctor specializing in telemedicine and e-health.** Qualifications: Medical degree, ideally with a specialization or complementary degree in digital health or telemedicine. Experience in remote consultation and familiarity with telemedicine tools.
 - **Responsible for training and technical support.** Qualifications: Degree in biomedical engineering, computer science, or professional training in digital health. Experience in training medical and technical staff on telemedicine solutions.
 - Have an **average annual turnover** of at least **USD 1,000,000**, calculated as follows: the total mandated payments received for contracts in progress and/or completed in the last three (03) years divided by three (03) [**2021, 2022 and 2023**].
 - Bidders who are not manufacturers must produce a Manufacturer's Authorization
7. Interested bidders may obtain a complete Tender Documents at the address below <https://data.wahooas.org/tenders/tenders/list> The Tender Documents will be sent by
8. Bids must be sent/deposited at the address below <https://data.wahooas.org/tenders/tenders/list> no later than **12 noon GMT on 31 January 2025**. Bids submitted after the deadline for the submission of bids will not be accepted by the Bid Opening Committee and will be returned to their holders without being opened.
- Tenders will be opened in the presence of the candidates' representatives who wish to do so **on January 31, 2025 at 12:30 p.m. GMT** via the Teams link below: https://teams.microsoft.com/l/meetup-join/19%3ameeting_OGMwNzk4YzItZDgyMS00ZGQ2LThmNzgtMTRkMWY2NTViYzEw%40thread.v2/0?context=%7b%22Tid%22%3a%2237c589cc-7478-4068-9722-d66cdfb50052%22%2c%22Oid%22%3a%22a027160f-458d-4df4-8d21-e1a42fb8a122%22%7d
9. Bids must include a bid security in the amount of **\$15,000**.
10. In order to minimize the risk of late submission, WAHO recommends that bidders allow a margin of at least 30 minutes for the submission of their bids on the day of the deadline for the submission of bids.
11. Bids will remain valid for a period of **120 days** from the submission deadline.

Dr. Melchior Athanase J. C. AÏSSI
Managing director

Section II. Instructions to Bidders (SI)

General

- 1. Purpose of the Contract**
 - 1.1 In support of the tender notice indicated in the Special Tender Data (**RFP**), the Procuring Entity, as indicated in the **RFPAs**, shall issue this Tender Documents for the Supplies and Related Services specified in Section IV, Schedule of Quantities, Delivery Schedules, Technical Specifications, Plans, Inspections and Tests. The name, identification number and number of lots subject to the call for tenders (**RFP**) are included in the **DPAO**.
 - 1.2 Throughout this Tender Documents:
 - a) The term "in writing" means communicated in written form, including electronic mail;
 - b) If the context requires it, the singular designates the plural, and vice versa; and
 - c) The term "day" refers to a calendar day ; Unless otherwise specified, time limits are expressed in clear days, i.e. in the number of full days, without including in the time limit the day of its starting point, or the last day.
- 2. Source of funds**
 - 2.1 The origin of the budgeted funds for the financing of the contract that is the subject of this call for tenders is indicated in the **DPAO**.
- 3. Penalties for misconduct by candidates or holders of public contracts**
 - 3.1 ECOWAS requires bidders, and the holders of its public contracts, to respect the strictest rules of professional ethics during the award and execution of these contracts. Candidates must provide a declaration that they have read the provisions of the Charter of Transparency and Ethics in Public Procurement adopted in the revised Code (Articles 117 and 118). Sanctions may be imposed by the Sanctions Committee on candidates and contract holders in the event of violations of the rules on public procurement committed by the interested parties. A candidate or holder who:
 - a) has granted or promised to grant to any person involved in any capacity whatsoever in the procurement procedure an undue advantage, pecuniary or otherwise, directly or through intermediaries, with a view to obtaining the contract;
 - b) participated in collusion practices between candidates in order to set bid prices at artificial and non-competitive levels, depriving the contracting authority of the benefits of free and open competition;
 - c) has influenced the method of awarding the contract or the definition of the services in such a way as to benefit from an undue advantage;
 - d) has deliberately provided false or misleading information or statements in its tender that may affect the outcome of the procurement procedure;
 - e) has drawn up payment claims that do not correspond to the services actually provided.

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- f) has been convicted of corrupt activities with regard to public officials in charge of awarding the contract, fraudulent maneuvers with a view to obtaining the contract, illegal agreements, unjustified renunciation of the performance of the contract if its tender is accepted, threatening, harassing or violence against the public officials in charge of awarding the contract, obstructive manoeuvres likely to influence the smooth running of the procurement procedure.
 - g) has committed acts or manoeuvres with a view to obstructing the investigations and investigations conducted by the Sanctions Committee.

3.2 The violations committed are noted by the ECOWAS Sanctions Committee, which conducts all necessary investigations and refers the matter to all the competent authorities. Without prejudice to criminal proceedings and actions for compensation for the damage suffered by the contracting authority, the following sanctions may be imposed, and, as the case may be, cumulatively:

- a) confiscation of the guarantees provided by the offender in the context of the procurement procedures in which he participated;
- b) exclusion from the right to compete for public contracts and partnership contracts for a fixed period depending on the seriousness of the misconduct committed.

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

Where the infringements committed are established after the award of a contract, the sanction imposed may be accompanied by the termination of the current contract or the substitution of another undertaking at the risk and peril of the sanctioned offender.

4. Requirements for participating in contracts

4.1 In the case of a grouping, unless otherwise specified in the DPAO, all member parties shall be jointly and severally liable. Applicants must provide any documentation that the Contracting Authority may reasonably require, establishing to the satisfaction of the Contracting Authority that they continue to be eligible to compete.

4.2 In accordance with Article 10 of the ECOWAS Procurement Code, the following are not eligible to compete:

- a. any bidder that is insolvent, in receivership, bankrupt or whose business activities have been suspended;
- b. any bidder found guilty of violating any provision of the said Code;
- c. any natural or legal person whose directors or officers have been found guilty of a criminal offence or violation of any tax legislation.
- d. any tenderer excluded from participation in any procurement procedure, following a decision of the Sanctions Committee, on the ground of

termination of its contract resulting from a failure or negligence in the performance of a contract previously awarded to it by the institutions of the Community;

- e. any tenderer excluded from participation in any procurement procedure, following a decision issued by the Sanctions Committee, or by any other national, foreign or international organization of a similar nature, on the grounds of false declarations with regard to its qualifications for the conclusion of public contracts;
- f. any bidder blacklisted and/or prohibited from participating in public procurement by an international organisation or any other foreign institution.
- g. any public company that does not enjoy financial or legal autonomy and/or is not subject to commercial law;
- h. any bidder in which any member of the Procuring Entity had or has a financial or personal interest.

The above provisions shall also apply to members of groups and subcontractors.

As part of the strengthening of the human and financial capacities of the ECOWAS private sector, foreign companies that are not willing to conclude grouping agreements with those of ECOWAS Member States, when the financing comes exclusively from the Community's own funds, are excluded from any procurement process.

The above provisions also apply to natural or legal persons acting as a subcontractor for the main contractor.

- 5. Qualification of bidders**
- 5.1 Tenderers must meet the qualification conditions, in terms of material, human and financial resources, or experience acquired in carrying out activities similar to that which is the subject of the contract, as indicated in the **DPAO**.

Content of the Tender Documents

- 6. Sections of the Tender Documents**
- 6.1 The Tender Documents consists of Parts 1, 2 and 3, which include all the sections listed below. It should be read in conjunction with any additives, if any, issued in accordance with clause 8 of the CI.

PART I: Tendering procedures

- Section 0. Tender notice
- Section I. Instructions to Candidates (CI)
- Section II. Special Tender Data (DPAO)
- Section III. Submission Forms

PART TWO: Conditions for the Supply of Supplies and Services Other Than Consultancy Services

- Section IV. Quantity schedule, delivery schedule, technical specifications. Plans and Inspections and Tests

PART THREE: Market

- Section V. General Administrative Clauses (GAC)
- Section VI. Special Administrative Clauses (CCAP)
- Section VII. Contract Forms

6.2 The Bidder must have obtained the Tender Documents, including any addendum, from the Contracting Authority or an agent authorized by the Contracting Authority in accordance with the provisions of the Notice of Tender.

6.3 The Bidder must review all instructions, forms, conditions and technical requirements contained in the Tender Documents. It is the responsibility of the Contracting Party to provide all the information and documents requested in the Tender Documents. Failure to do so may result in the rejection of its offer.

7. Clarifications to the Tender Documents

7.1 Any potential bidder wishing clarification of the documents should contact the Contracting Authority in writing at the Contracting Authority's address indicated in the **CRPD** no later than ten (10) days prior to the deadline for submission of bids. The Contracting Authority will respond in writing, no later than five (5) working days prior to the deadline for the submission of bids. In the event that the Contracting Authority deems it necessary to amend the Tender Documents as a result of requests for clarification, it shall do so in accordance with the procedure set out in clauses 8 and 23.2 of the CI.

8. Changes to the Tender Documents

8.1 The Contracting Authority may, at any time, before the deadline for submission of tenders, amend the Tender Documents by drawing up an addendum.

8.2 Any corrigendum issued or communicated to bidders will be considered an integral part of the Bid Documents and will be sent in writing to all those who have obtained the Bid Documents directly from the procuring entity.

8.3 In order to allow candidates a reasonable period of time to take into account the corrigendum in the preparation of their tenders, the procuring entity may, at its discretion, extend the deadline for submission of tenders in accordance with clause 23.2 of the CI.

Preparation of offers

9. Submission Fees

9.1 The Bidder shall bear all costs relating to the preparation and submission of its tender, and the Procuring Entity shall in no way be liable for or liable for such costs, irrespective of the conduct and outcome of the tendering procedure.

10. Language of the offer

10.1 The tender, as well as all correspondence and documents relating to the tender, exchanged between the Bidder and the Procuring Entity shall be drafted in one of the working languages of ECOWAS in

accordance with the procedures provided for in Article 29 of the Code.

11. Offering documents

11.1 The offering will include the following documents:

- a) The tender submission letter and applicable price schedules, completed in accordance with the provisions of clauses 12, 14, and 15 of the CI;
- b) bid security established in accordance with the provisions of clause 21 of the CI;
- c) written confirmation authorising the signatory of the tender to bind the tenderer, in accordance with the provisions of clause 22 of the CI;
- d) documents certifying, in accordance with the provisions of clause 16 of the CI, that the bidder is eligible to compete, including the Bidder Information Form, and, where applicable, the Consortium Member Information Forms;
- e) an undertaking by the tenderer attesting that it has read and undertakes to comply with the provisions of the rules of Transparency and Ethics in the field of public procurement, by completing the form provided in Section III, Bid Forms (Articles 117 & 118) of the Procurement Code;
- f) documents certifying, in accordance with the provisions of clauses 17 and 30 of the CI, that the Supplies, Works and Related Services comply with the requirements of the Tender Documents;
- g) documents certifying, in accordance with the provisions of clause 18 of the CI, that the tenderer has the qualifications required to perform the Contract if its tender is successful;
- h) certificates justifying that he has fulfilled his obligations towards the Social Security Fund, the services responsible for tax collection and the Labour Inspectorate. The above certificates are produced at the time of signature of the contract and the tenderers must undertake on their honour, in their tenders, that they are in good standing with the administrations concerned; and
- i) any other documents stipulated in the **DPAO**.

Documents referred to in paragraphs (a), (b), (d), (e), (f), and possibly (h) and (i), which are not provided or incomplete, shall be due within a period not exceeding the time allowed by the Procuring Entity to issue the letter of intent to award the contract. Where the successful tenderer fails to provide the relevant documents, the Procuring Entity reserves the right to invite the successful tenderer to provide them.

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- 12. Bid submission letter and price schedules**
- 12.1 The bidder will submit its bid by completing the form provided in Section III, Bid Forms. The bid submission form must be used as is and any major reservations or discrepancies will result in the rejection of the bid. All sections must be completed to provide the requested information.
- 12.2 The Bidder will provide the price schedules for the Supplies and Related Services, using the appropriate forms set out in Section III, Bid Forms.
- 13. Variants**
- 13.1 Unless otherwise specified in the **DPAO**, variants will not be considered.
- 14. Offer price and discount**
- 14.1 The prices and discounts indicated by the Bidder on the Bid Form and the Price Schedules will be in accordance with the stipulations below.
- 14.2 All lots and items on the list of Supplies, Works and Related Services shall be listed and their prices shall be shown separately on the price schedules.
- 14.3 The price to be indicated on the bid submission letter will be the total bid price.
- 14.4 The Bidder will identify any unconditional or contingent rebate and the method of applying such rebate in the bid submission letter.
- 14.5 The words "EXW, CIF, CIP, DDP" and other similar terms shall be governed by the rules prescribed in the latest edition of Incoterms published by the International Chamber of Commerce at the date of the call for tenders.
- 14.6 Prices will be indicated as required in each of the price schedules provided in Section III, Bid Forms. The prices proposed in the price schedule forms for Supplies and Related Services will be presented in the following manner, unless otherwise stipulated in the CMPAs:
- a)* For Supplies: The delivery of equipment will be made in accordance with the latest version of the INCOTERM in force unless otherwise stipulated in the DPAO. The appropriate INCOTERM to be used will be indicated in the DPAO. For Ancillary Services, where such Ancillary Services are required in Section V: Schedule of Quantities, Delivery Schedule, Technical Specifications, Plans, Inspections and Tests: the price of each item forming part of the Ancillary Services will be indicated (including applicable taxes).
- 14.7 The prices offered by the bidder will be firm for the entire duration of the performance of the Contract and may not vary in any way, unless otherwise stipulated in the **DPAO**. A tender with a price revision clause will be considered non-compliant and will be rejected pursuant to clause 29 of the CI. However, if the **DPAO**

provide that the prices will be reviewable during the period of performance of the Contract, a firm price offer will not be rejected, but the bidder will no longer be able to benefit from the price revision.

14.8 The amount of a fixed-price contract may be updated to take account of variations in costs between the initial deadline for the validity of the tenders and the date on which the performance of the contract begins, by applying the discount formula stipulated by the CCAP to the original amount of the tender.

14.9 Clause 1.1 may provide that the call for tenders is to be issued for a single contract (lot) or for a group of contracts (lots). In this case, the prices quoted must correspond to all the items in each lot, and to the total quantity indicated for each item. Bidders wishing to offer a discount in the event of the award of more than one contract shall specify the discounts applicable to each group of lots or to each contract in the group of lots. Discounts granted will be offered in accordance with clause 14.4, provided, however, that bids for all lots are submitted and opened at the same time.

15. Supply currency 15.1 Prices will be quoted in US Dollars (USD) or Euro (EUR), unless otherwise stipulated in the DPAO.

16. Documents proving that the candidate is admitted to the competition 16.1 In order to establish that it is eligible to compete under the provisions of clause 4 of the CI, the Bidder shall complete the tender submission letter (Section III, Standard Tender Submission Forms).

17. Documents attesting to the conformity of the Supplies and Related Services with the Tender Documents 17.1 To establish the conformity of the Supplies and Related Services with the Tender Documents, the bidder shall provide as part of its tender written evidence that the supplies comply with the technical requirements and standards specified in Section IV.

17.2 Written evidence may be in the form of colour prospectuses, catalogues, drawings or data and shall include a detailed description of the main technical and performance characteristics of the Supplies and Related Services, demonstrating that they meet the specifications and, where applicable, a list of discrepancies and reservations with respect to the provisions of Section IV.

17.3 If required by the CAOPs, the Bidder shall also provide a list giving all the details, including available sources of supply and current prices of spare parts, special tools, etc., necessary for the proper and continuous operation of the supplies from the beginning of their use by the Procuring Entity and during the period specified in the CAOPs.

17.4 Standards that apply to modes of execution, manufacturing processes, equipment and materials, as well as references to brand

names or catalogue numbers specified by the Procuring Entity are for information purposes only and are not restrictive. The Bidder may substitute other quality standards, brand names and/or catalogue numbers for them, provided that the Bidder establishes to the satisfaction of the Procuring Entity that the substituted standards, marks and numbers are substantially equivalent to or better than the technical requirements.

- 18. Documents attesting to the Candidate's qualifications**
- 18.1 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 Procuring Entity, that:
- a) if required by the **DPAO**, the bidder that does not manufacture or produce the Supplies it offers, shall submit a Manufacturer's Authorization, using the standard form included in Section III, to attest to the fact that it has been duly authorized by the manufacturer or producer of the Supplies to supply the Supplies in the country of the ECOWAS Entity (to be specified);
 - b) if required by the **DPAO**, in the event that it is not present in the country of the ECOWAS Entity, the Bidder is or will be (if its tender is accepted) represented by an agent equipped and able to meet the contractual obligations of the Successful Bidder in terms of technical specifications, maintenance, repairs and supply of spare parts.
 - c) the Bidder fulfils each of the qualification criteria specified in Clause 5 of the CI.
- 19. Offer Validity Period**
- 19.1 Bids will remain valid for the period specified in the CRPAs after the submission deadline set by the Procuring Entity. A tender valid for a shorter period will be considered non-compliant and rejected by the Procuring Entity.
- 19.2 Exceptionally, before the expiry of the period of validity of tenders, the Procuring Entity may request bidders to extend the period of validity of their tenders. The request and responses will be made in writing. The validity of the bid guarantee will be extended for a corresponding period. A tenderer may refuse to extend the validity of its tender without losing its guarantee. A bidder who consents to this extension will not be asked or permitted to amend its bid, except as provided in ITB 14.8.
- 20. Quote Guarantee**
- 20.1 Unless otherwise stipulated in the CAF, the bidder will provide a bid security which will form an integral part of its bid.
- 20.2 The amount of the bid security is specified to the DPAO and the guarantee must:
- a) , be in one of the following forms: (i) an irrevocable letter of credit, or (ii) a bank guarantee from a banking institution approved by the Ministry of Finance of the country of the ECOWAS institution, or

(iii) a guarantee issued by an institution authorized to issue guarantees approved by the Ministry of Finance, or (iv) a cashier's cheque;

- b) be from a reputable financial institution of the bidder's choice established in a country that meets the origin criteria. If the institution issuing the guarantee is outside the ECOWAS area, it must have a corresponding financial institution located in the country of the ECOWAS Entity allowing the guarantee to be called;
- c) be in accordance with the bid security form in Section III;
- d) be payable immediately, upon written request by the Contracting Authority in the event that the conditions listed in clause 20.5 of the CI are invoked;
- e) be submitted in the form of an original document; a copy will not be accepted;
- f) remain valid for thirty (30) days after the expiry of the Offer Term, including if the Offer Term is extended in accordance with the provisions of ITB clause 19.2.

20.3 Any bid not accompanied by bid security, as per the provisions of ITB 20.1, will be rejected by the procuring entity as non-compliant.

20.4 Bid security from unsuccessful bidders will be returned to them as soon as possible after the Contracting Authority has made the contract award decision and no later than 60 days after the date of publication of the Letter of Intent to award the contract.

20.5 The bid guarantee can be seized:

- a) if the tenderer withdraws its tender within the period of validity specified by it in the tender letter of its tender, subject to the provisions of clause 19.2 of the CI; or
- b) In the case of the successful tenderer, if the latter:
 - i) does not accept corrections made to its tender during the evaluation and comparison of offers;
 - ii) fails to comply with its obligation to sign the Contract pursuant to clause 42 of the SOI;
 - iii) fails to provide the performance bond pursuant to clause 43 of the CP;

20.6 The bid guarantee of a group of undertakings must designate the group which submitted the tender as a tenderer. If a consortium has not been formally formed at the time of submission of the tender, the bid guarantee of a consortium of undertakings must designate all the members of the future consortium as tenderers.

21. Form and signature of the offer

- 21.1 The Bidder shall prepare an original of the Tender Documents as described in clause 11 of the CI, clearly marked "ORIGINAL". In addition, he will submit the number of copies of the tender indicated in the **DPAO**, clearly mentioning on these copies "COPY". In the event of any discrepancies between the copies and the original, the original shall prevail.
- 21.2 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 bidder. This authorization will consist of a written confirmation that will be attached to the Bidder Information Form that is part of Section III. The name and title of each person signing the authorization must be typed or printed under the signature. The same person may not represent more than one bidder for the same contract. All pages of the offer, with the exception of unmodified publications such as the manufacturer's catalogue, will be initialled by the person signing the offer.
- 21.3 Any addition between the lines, deletion or override, to be valid, must be signed or initialled by the person signing the offer.

Submission of Tenders and Opening of Bids

22. Sealing and marking of offers

- 22.1 Bids can still be submitted by mail or dropped off in person. The Bidder shall place the original of its tender and each of its copies, including any variants permitted under clause 13 of the CI, in separate and sealed envelopes, marked "ORIGINAL" or "COPY", as the case may be. All these envelopes will themselves be placed in the same sealed outer envelope.
- 22.2 The inner and outer envelopes must:
- a) be addressed to the Contracting Authority in accordance with clause 23.1 of the CI;
 - b) include the identification of the tender set out in clause 1.1 of the CIs, and any other identification set out in the **CADs**;
 - c) include a statement not to open them before the date and time fixed for the opening of the bids pursuant to clause 26.1 of the CI.

The inner envelope shall also include the name and address of the tenderer.

If the envelopes are not sealed and marked as stipulated, the Contracting Entity will not be liable if the offer is misplaced or opened prematurely.

23. Deadline for submission of tenders

- 23.1 Bids must be received by the Procuring Entity at the address specified in the **CAPD** and no later than the date and time specified in the **CAOPs**.

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- 23.2 The Procuring Entity may, if it deems it necessary, extend the deadline for submission of tenders by amending the Tender Documents pursuant to clause 8 of the CI, in which case all rights and obligations of the Contracting Authority and the applicants governed by the previous deadline shall be governed by the new deadline.
- 24. Late bids** 24.1 The Procuring Entity shall not consider any bids received after the expiry of the bidding period in accordance with clause 23 of the CI. Any tender received by the Procuring Entity after the deadline for the submission of tenders shall be declared out of time, rejected and returned to the Bidder unopened.
- 25. Withdrawal, substitution and modification of offers** 25.1 A bidder may withdraw, replace, or amend its tender after it has been submitted, by written notification in accordance with clause 22 of the CI, duly signed by an authorised representative, together with a copy of the authorisation (power) pursuant to clause 21.2 of the CI (except in respect of notifications of withdrawal for which copies are not required). The corresponding amendment or offer of replacement must be attached to the written notification. All notifications must be:
- a) issued pursuant to clauses 21 and 22 of the CIs (except for takedown notifications which do not require copies). In addition, the envelopes must clearly bear the words "WITHDRAWAL", "OFFER OF REPLACEMENT" or "MODIFICATION", as the case may be; and
 - b) received by the Procuring Entity before the deadline for submission of tenders in accordance with clause 23 of the CI.
- 25.2 Tenders requested to be withdrawn by tenderers pursuant to clause 26.1 shall be returned to them unopened.
- 25.3 No tender may be withdrawn, replaced or amended between the deadline for submission of tenders and the date of expiry of the validity specified by the tenderer on the tender form, or expiry of any extension period.
- 26. Opening of the envelopes** 26.1 The Tender Opening Committee will open the bids in public on the date, time and address indicated in the **DPAO**. Representatives of the candidates present will be asked to sign a register attesting to their attendance.
- 26.2 Initially, envelopes marked "WITHDRAWN" will be opened and their contents announced aloud, while the envelope containing the corresponding tender will be returned to the bidder unopened. If the envelope marked "WITHDRAWAL" does not contain the authority confirming that the signature is that of a person authorized to represent the bidder, the corresponding bid 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 tender will be substituted for the previous one, which will be returned unopened to the bidder. No offer replacement 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, envelopes marked "MODIFICATION" will be opened and their contents 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 tenders that have been opened and announced aloud when the bids are opened will then be considered.

26.3 All other envelopes shall be opened one after the other and the name of each bidder shall be announced aloud, together with any mention of any modification, the amount of the tender per lot if any, including any discounts and any variations, the existence of a bid guarantee, and any other details which the Contracts Commission may deem useful to mention. Only discounts and variants of the offer that are announced out loud when the tenders are opened will be subject to evaluation. No bids will be rejected at the opening of the tenders, except for bids that are out of time pursuant to clause 24.1 of the CI. All pages of the bid and Price Schedules will be stamped by the members of the Bid Opening Committee present at the Opening Session.

26.4 As soon as the opening of the tenders is completed, the Tender Opening Committee will draw up a report of the opening session of the tenders, recording the information read aloud. A copy of the minutes will be distributed to all candidates who have submitted a tender within the deadline.

Evaluation and comparison of offers

27. Confidentiality

27.1 No information relating to the examination, evaluation, comparison of tenders, verification of the qualification of tenderers and recommendation for award of the Contract shall be given to tenderers or any other person not concerned by the said procedure until the award of the Contract has been made public.

27.2 Any attempt by a tenderer to influence the Contracting Authority during the examination, evaluation, comparison of tenders and verification of the qualifications of candidates or during the award decision may result in the rejection of its tender.

27.3 Notwithstanding the provisions of clause 27.2, between the time the bids are opened and the time the Contract is awarded, if a bidder wishes to contact the Contracting Authority for reasons relating to its bid, it must do so in writing.

28. Clarification of Offers

28.1 To facilitate the review, evaluation, comparison of bids and verification of bidders' qualifications, the Contracting Authority has the discretion to seek clarification of its bid from a bidder. Any

clarification provided by a bidder other than in response to a request from the Contracting Authority will not be considered. The bidder's request for clarification and the Contracting Authority's response will be made in writing. No price changes or material changes to the bid will be requested, offered or permitted, other than to confirm the correction of arithmetical errors discovered by the Contracting Authority in the evaluation of bids pursuant to clause 30 of the CI.

29. Offer compliance

29.1 The Contracting Authority will establish the conformity of the tender on the basis of its content alone.

29.2 A substantially compliant tender is a tender that complies with all the stipulations, specifications and conditions of the Tender Documents, without any discrepancies, qualifications or material omissions. Material discrepancies or omissions are those of:

- a) that substantially limit the scope, quality or performance of the Supplies and Related Services specified in the Contract; or
- b) which restrict, in a material manner and not in accordance with the Tender Documents, the rights of the Contracting Authority or the obligations of the Bidder under the Contract; or
- c) the acceptance of which would be detrimental to other tenderers who submitted compliant tenders.

29.3 The Contracting Authority shall reject any tender which does not substantially comply with the Tender Documents and the Bidder shall not subsequently be able to bring it into conformity by making corrections to the discrepancy, reservation or material omission found.

30. Non-compliance, errors and omissions

30.1 If a tender is substantially compliant, the Contracting Authority may tolerate any non-conformity or omission that does not constitute a material deviation from the terms and conditions of the solicitation.

30.2 If a tender is substantially compliant, the Contracting Authority may require the tenderer to submit, within a reasonable period of time, the information or documentation necessary to remedy the non-conformity or non-essential omissions found in the tender in relation to the requested documentation. Such an omission may not, under any circumstances, be linked to any element of the offer price. A tenderer who does not grant this request may have his or her tender rejected.

30.3 If a tender is in compliance, the Contracting Authority 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 shall prevail and the total price shall be corrected, unless, in the opinion of the Contracting Authority, the decimal point of the unit price is manifestly misplaced, in

which case the total price indicated shall prevail and the unit price shall be corrected;

- b) If the total obtained by adding or subtracting the subtotals is not correct, the subtotals will be considered as proof and the total will be corrected; and
- c) If there is a discrepancy between the price quoted in letters and figures, the amount in words shall prevail, unless such amount is related to an arithmetical error, in which case the amount in figures shall prevail subject to paragraphs (a) and (b) above.

30.4 If the bidder who submitted the most economically advantageous evaluated tender does not accept the corrections made, its tender will be rejected and its bid security may be seized.

31. Preliminary review of bids

31.1 The Contracting Authority will review the bids to ensure that all documents and technical documentation requested in clause 11 of the CIs have been provided and are complete.

- a) The Contracting Authority will confirm that the following documents and information are included in the bid and the bid submission form, in accordance with clause 12.1 of the CI.
- b) the price schedule, in accordance with clause 12.2 of the CI.
- c) the authority to bind the bidder in accordance with clause 21.2 of the CI; and
- d) bid security in accordance with clause 20 of the CI.

32. Review of Conditions, Technical Assessment

32.1 The Contracting Authority will review the bid to confirm that all the conditions specified in the CCAG and the CCAP have been accepted by the bidder without any substantial discrepancies or qualifications.

32.2 The Contracting Authority shall evaluate the technical aspects of the tender submitted in accordance with clause 17 of the CI to confirm that all the provisions of Section IV: Schedule of Quantities, Delivery Schedule, Technical Specifications, Plans and Inspections and Tests of the Tender Documents, are complied with without any substantial discrepancies or qualifications.

32.3 If, after reviewing the terms and conditions of the call for tenders and the technical evaluation, the Contracting Authority determines that the tender is not compliant pursuant to clause 29 of the CI, it shall reject the tender in question.

33. Evaluation of Bids

33.1 The Contracting Authority will evaluate each tender that it has determined at that stage of the evaluation to be compliant.

33.2 In evaluating a tender, the Contracting Authority shall use only the criteria and methods set out in this Article.

33.3 In evaluating a bid, the Contracting Authority will consider the following:

- a) The method of valuation, by item or lot, as set out in the **DPAO**, and the bid price indicated in accordance with the provisions of clause 14 of the CI;
- b) adjustments to the price to correct arithmetic errors pursuant to clause 30.3 of the CI;
- c) price adjustments due to discounts offered pursuant to clause 14.4 of the CI;
- d) adjustments, as indicated in the **OSDAs**, resulting from the use of the selected assessment factors, methods and criteria;

33.4 In assessing the amount of the bid, the Contracting Authority may also need to take into account factors other than the bid price indicated pursuant to clause 14 of the CI, including the characteristics, performance of the Goods and Related Services and their terms of purchase. The factors used, if any, will be expressed in monetary terms in order to facilitate the comparison of tenders. The factors to be used and the method of application will be as set out in clause 33.3(d) of the CI.

33.5 If provided for in the **CSAPs**, this Tender Documents allows bidders to indicate their prices separately for different lots, and allows the Contracting Authority to award one or more lots to one or more bidders. The evaluation method for determining the most economically advantageous combination of bids, taking into account any discounts offered in the bid submission letter, will be specified in the **CAPD**.

34. Compare offers

34.1 The Contracting Authority will compare all substantially compliant bids to determine the most economically advantageous evaluated bid, in accordance with clause 33 of the CI.

35. Post-verification of the tenderer's qualifications

35.1 The Contracting Authority will ensure that the bidder selected for submitting the most economically advantageous evaluated bid that substantially complies with the provisions of the tender documents has the qualifications required to perform the Contract satisfactorily. The Contracting Authority reserves the right to accept minor deviations from the qualification requirements if they do not materially affect a bidder's ability to perform the contract.

35.2 This decision will be based on the examination of the documents attesting to the tenderer's qualifications and submitted by the tenderer pursuant to clause 18 of the CI.

35.3 The award of the Contract to the tenderer is subject to the positive outcome of this decision. Otherwise, the tender will be rejected and the Contracting Authority will examine the second lowest evaluated tender in order to establish in the same manner whether the bidder is capable of satisfactorily performing the Contract.

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- 36. Right of the Contracting Authority to accept any of the offers and to reject any or all of the offers**
- 36.1 The Contracting Authority reserves the right to accept or reject any bid, and to cancel the bidding process and reject all bids at any time prior to the award of the Contract, without incurring any liability to the bidders.
- 36.2 The Contracting Authority shall inform, in writing, the candidates who so request in writing, of the reasons which led it not to award or notify the contract or to restart the procedure, within five (5) working days of receipt of the request.

Award of the contract

- 37. Award criteria**
- 37.1 The Contracting Authority shall award the Contract to the Bidder whose bid has been assessed as being the most economically advantageous and found to be substantially in conformity with the Tender Documents, provided that the Bidder is further found to be qualified to perform the Contract satisfactorily.
- 38. Right of the Contracting Authority to Change Quantities at the Time of Award of the Contract**
- 38.1 At the time of awarding the Contract, the Contracting Authority reserves the right to increase or decrease the quantity of supplies and related services originally specified in Section IV, provided that such change does not exceed the percentages indicated in the **CAPDs**, and without any modification of the unit prices or other terms of the tender and the Tender Documents.
- 39. Notification of the award of the contract**
- 39.1 As soon as possible after its approval by the competent authority, the contract shall be notified by the contracting authority to the successful tenderer before the expiry of the period of validity of the tenders. The notification consists of delivery to the holder against receipt or by sending it by registered letter with acknowledgement of receipt or by any means allowing a certain date to be given. The date of notification is the date of the receipt or acknowledgement of receipt.
- 39.2 Unless otherwise provided for in the contract, the date of notification shall be the starting point for the contractual deadlines for the performance of the contract. The contract shall not have any effect with regard to the successful tenderer until the date of its notification.
- 40. Bidders' information**
- 40.1 , The Contracting Authority shall notify all unsuccessful bidders in writing of the rejection of their bid and shall return the bid security to them.
- 40.2 This notice shall contain at a minimum: (i) the identification of the call for tenders and each lot, if applicable; (ii) the name of the Bidder

whose tender was successful, and (iii) the amount of the contract awarded.

40.3 Any Candidate who has submitted an unsuccessful tender may request in writing from the Contracting Authority an explanation as to why its tender was not accepted. The Contracting Authority will respond in writing to the Applicant within five (5) business days of receipt of the Applicant's request.

40.4 At the end of the evaluation process, the contracting authority publishes a notice of intent to award the contract on the ECOWAS website.

41. Recourse

41.1 Any candidate is entitled to appeal within fifteen (15) days of the publication of the note of intent to award the contract. The appeal consists of submitting a non-contentious appeal to the person responsible for the contract by means of a written notification indicating the references of the procurement procedure and setting out the reasons for his complaint. This appeal may relate to the decision to award or not to award the contract, the conditions for the publication of notices, the rules relating to the participation of candidates and the capacities and guarantees required, the method of award and the selection procedure adopted, the compliance of the tender documents with the regulations, the technical specifications adopted, the evaluation criteria. He must invoke a serious infringement of the public procurement regulations. It must be exercised within 15 days of the publication of the notice of provisional award of the contract, the notice of invitation to tender or the communication of the tender documents.

41.2 The person responsible for the contract is required to respond to this complaint within five (5) working days, beyond which failure to respond will constitute an implicit rejection of the non-contentious appeal.

41.3 In the absence of a favourable outcome of the non-contentious appeal, the applicant shall have three (3) working days from the receipt of the Contracting Authority's response or from the expiry of the three (3) day period referred to in clause 44.2 above to submit an appeal to the Department of Administration and General Services.

41.4 The referral to the DASG is made by written notification.

42. Contract Signature

The Contracting Authority will send the successful bidder the contract for signature.

43. Guarantee of good performance

43.1 Within twenty (20) days of receipt of the Contracting Authority's notification of the Contract Letter, the successful bidder shall provide the Performance Bond, in accordance with the CCAG (General Administrative Clauses), using the Performance Bond Form set out in Section VII.

43.2 The successful Candidate's failure to submit the above-mentioned performance bond, or the failure to sign the contract, shall constitute sufficient grounds for the cancellation of the award of the Contract and the seizure of the bid security, in which case the Contracting Authority may award the Contract to the Bidder whose tender is deemed to be substantially in conformity with the tender documents and ranked as the second most economically advantageous tender and which has the qualifications required to perform the Contract satisfactorily.

Section III. Special Tender Data (DPAO)

The following specific information supplements, clarifies, or amends the clauses of the Instructions to Bidders (IT). In the event of a conflict, the clauses below shall prevail over those of the IT.

A. Introduction	
CI 1.1	Tender notice reference ICB/ ADMI-WAHO/2024/016
CI 1.1	Name of Procuring Entity: West African Health Organization
CI 1.1	Number and identification of the lots subject to this call for tenders: One (01) lot.
CI 2.1	Source of Funding for the Market: WAHO Budget Fiscal Year 2024
CI 4.1	The call for tenders <i>was not</i> preceded by a pre-qualification.

<p>CI 5.1</p>	<p>The qualification conditions applicable to bidders are as follows:</p> <p>Financial capacity</p> <p>The Bidder must provide written evidence that it meets the following requirements:</p> <ul style="list-style-type: none"> • Have an average annual turnover of at least 1,000,000 USD, calculated as follows: the total mandated payments received for contracts in progress and/or completed in the last three (03) years divided by three (03) [2021, 2022 and 2023]. <p>Technical Capacity and Experience</p> <p>The Bidder must demonstrate, with supporting documentation, that it meets the following technical capability requirements:</p> <ul style="list-style-type: none"> • At least two (02) experiences in Information Systems contracts as a main contractor or consortium member in the last ten (10) years from [2014 to 2023]. • At least one (01) experience in telemedicine or similar solution design/supply contracts in the amount of USD 1000,000 as a prime contractor or consortium member in the last ten (10) years from [2014 to 2023]. • Have a Telemedicine Project Manager. Qualifications: Engineering degree in health technology, public health, or biomedical engineering, ideally complemented by training in project management (e.g., PMP certification). Mastery of health data security standards (GDPR, HIPAA). at least two years of experience in designing, supplying and installing or delivering and installing telemedicine solutions or similar experience • System and network engineer specializing in telemedicine solutions. Qualifications: Degree in Network Engineering, Telecommunications, or Information Technology. Expertise in the design and installation of telemedicine infrastructure, including the deployment of secure video conferencing solutions, health data storage and management, and telecommunications networks • Expert in telemedicine regulation and compliance. Qualifications: Degree in health law, public health, or political science with a specialization in health technology regulation. Experience in managing compliance with
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	<p>international standards (ex. ISO 13485 for medical devices). Ability to anticipate and navigate local regulations, particularly in terms of telehealth and remote prescription.</p> <ul style="list-style-type: none"> • Doctor specializing in telemedicine and e-health. Qualifications: Medical degree, ideally with a specialization or complementary degree in digital health or telemedicine. Experience in remote consultation and familiarity with telemedicine tools. • Responsible for training and technical support. Qualifications: Degree in biomedical engineering, computer science, or professional training in digital health. Experience in training medical and technical staff on telemedicine solutions.
B. Tender documents	
CI 7.1	<p>For clarification purposes only, the address of the person responsible for the Procurement with the Procuring Entity is as follows:</p> <p>Attention: Director General of WAHO,</p> <p>City: Bobo Dioulasso,</p> <p>Sector: 01-Province of Houet - 175</p> <p>Avenue: Dr Ouezzin Coulibaly</p> <p>Country: Burkina Faso</p> <p>Phone: +226 20 97 57 75</p> <p>Fax: +226 20 97 57 72</p> <p>procurement@diffusion.wahooas.org with a copy aouedraogo@wahooas.org</p>
C. Preparation of tenders	
CI 11.1 (g)	<p>The Bidder must attach to its tender the following other documents:</p> <ol style="list-style-type: none"> 1. Prospectus: The Bidder must attach to its tender the prospectus of each type of hardware and software 2. Technical sheets of the equipment and software/solution it offers to deliver.

	<ol style="list-style-type: none"> 3. Technical Specifications Table Completed 4. Feedback sheet, point by point, of the Buyer's Technical Specifications, demonstrating that the design of the Information System and Information Technology, goods and services offered substantially corresponds to the said specifications 5. Administrative documents <ul style="list-style-type: none"> • Trade register; • Certificate of non-bankruptcy dated within the last three (3) months on the deadline for submission of tenders or any document in lieu thereof in the country of the Supplier. 6. Preliminary project plan including, among other things, the topics mentioned in section 16.2 of the ITB. The Preliminary Project Plan shall also indicate the Bidder's estimate of the principal obligations of the Purchaser and any other third party in the supply and installation of the System, as well as the means proposed by the Bidder to coordinate the activities of all parties involved in order to avoid delays or interference. 7. Written confirmation that the Bidder undertakes to comply with HL7, FHIR and other standards at the national level as necessary to ensure the integration and compatibility of all components of the Information System, as specified in the Technical Requirements of the Tender Documents. Timeline 8. Information System Inventory Tables 9. Additional Information and Documents 10. Audited financial statements for the last three financial years [2021, 2022 and 2023]. 11. The list of experiments accompanied by evidence (contract, certificate of good performance, acceptance report)
CI 13.1	Variants are not permitted.
CI 14.6 (a)	<p>The destination is : Ministry of Health of each country.</p> <p>Final destination: Once the solution has been delivered to the Ministry of Health of each country, the determination of the final destinations will be made on the instructions of each country.</p>
IC 14.7	The prices proposed by the Bidder <i>will be firm</i>

IC 17.3	The period of use of supplies is expected to be: <i>"Not applicable"</i>
IC 18.1(a)	Manufacturer's Authorization is required.
IC 18.1 (b)	After-sales service is required.
IC 19.1	The validity period of the offer will be 120 days .
IC 20.1	A bid guarantee is required
CI 20.2	The amount of the bid security is: 15,000 USD
IC 21.1	In addition to the original offer, the number of copies requested is: No copy. The offer will be electronic and encrypted using a code.
D. Submission of tenders and opening of tenders	
CI 22.2 (b)	The inner and outer envelopes must bear the following other identifications: Not applicable (the offer will be in electronic form)
IC 23.1	For the purpose of submitting tenders only, the address of the Contracting Authority shall be as follows: Attention: WAHO Director General Address: https://data.wahooas.org/tenders/tenders/list The deadline for submission of tenders is as follows: January 31, 2025 at 12 noon GMT
IC 26.1	The opening of the tenders will take place at the following address _ Teams link below: https://teams.microsoft.com/l/meetup-join/19%3ameeting_OGMwNzk4YzltZDgyMS00ZGQ2LThmNzgtMTRkMWY2NTViYzEw%40thread.v2/0?context=%7b%22Tid%22%3a%2237c589cc-7478-4068-9722-d66cdfb50052%22%2c%22Oid%22%3a%22a027160f-458d-4df4-8d21-e1a42fb8a122%22%7d
E. Evaluation and comparison of tenders	
IC 33.2	After the preliminary examination, the Committee shall proceed with the detailed examination according to the following additional criteria: The evaluation of bids will take into account technical factors, in addition to cost factors.

<p>At the end of the technical evaluation, tenderers who have not received a technical score of at least 60 points out of 100 will not advance to the combined evaluation stage.</p> <p>A=The total weighting "1-X" for technical aspects in the calculation of the overall Assessed Score will count for 70%.</p> <p>B= The price weighting "X) in the calculation of the overall Assessed Score will count for 30%.</p> <p>At the end of the combined evaluation, the candidate with the highest combined score (A+B) will have the post-qualification verified before the contract is awarded.</p> <p>In the event that the latter does not fill the post-qualification waxes, he will be eliminated and the verifications will be carried out successively on the bids of the next ranked bidders.</p> <p>The technical scoring criteria are:</p>			
S/n	EVALUATION CRITERIA	Number of points	Corresponding references in the technical requirements
Has	Compliance with general specifications (operational needs and performance criteria)	30	
	<ul style="list-style-type: none"> • Mobile App • Web application • Relevant certifications and accreditations • Compatibility with existing health systems • Diagnostic Capability • Battery life and connectivity • Data Security • Compliance with data protection laws and regulations • Patient Privacy • Security of medical information 	30	<p>Proposal Sheets for Business Needs Comment sheet</p> <p>Technical sheet</p> <p>Prospectus</p>

	<ul style="list-style-type: none"> Innovative dimension 		
B	Compliance of detailed technical specifications	40	
	<ul style="list-style-type: none"> Point-by-point comments on the Buyer's Technical Specifications, demonstrating that the design of the Information System and Information Technology, goods and services offered substantially corresponds to the said specifications Capacity and functionality, which either exceed the levels required in the Technical Specifications or influence the life cycle cost of the Information System and its effectiveness. 	40	<p>Table of technical specifications completed by the bidder</p> <p>Specification Feedback Sheets</p> <p>Prospectuses offered</p> <p>Data sheets</p>
C	Preliminary Project Plan	30	
	<p>Intrinsic qualities of the Bidder's Preliminary Project Plan such as soundness, accuracy and compliance:</p> <p>(a) the timetable and general and specific resources</p> <p>b) proposed arrangements for management and coordination, training, quality control, technical support, logistics, problem solving, knowledge transfer;</p> <p>Other activities that have been proposed by the Bidder on the basis of its own experience</p> <p>Project organization and management plan, including decision-making levels, responsibilities, and contacts, as well as diagrams (in GANTT</p>	30	Preliminary Project Plan

	<p>format) of tasks, deadlines, and resources;</p> <p>Implementation Plan</p> <p>Training plan.</p> <p>Test and Quality Assurance Plan;</p> <p>Warranty Defect Correction and Technical Support Plan.</p>		
	TOTAL	100	
CI 33.3 (a)	<p>The evaluation will be conducted for a single lot</p> <p>The supplies and services constitute a single lot and the tenders must relate to all the supplies and services.</p>		
IC 33.3 (d)	Adjustments will be calculated using the following evaluation criteria: None		
CI 33.5	<i>Not applicable</i>		
IC 34.1	<i>N/A</i>		
CI 34.2	<i>N/A</i>		
F. Award of the Contract			
IC 39.1	<p>Quantities may be increased by a maximum percentage equal to: 15%</p> <p>Quantities may be reduced by a maximum percentage equal to: 15%</p> <p>The items for which the Buyer may increase or decrease the quantities are the following:</p> <p>The list of equipment or materials to be acquired as part of the implementation of the solution:</p> <ul style="list-style-type: none"> • Stabilizers/inverters • A solar system if no electricity or unstable electricity (The solar system must have an autonomy of at least 24 hours, if an electrical network exists, it must be able to use it to charge the batteries in the absence of sunlight. • Interconnect solution with a redundancy feature that will add one or more already functional links to the connection. 		

Section IV. Submission Forms

List of Forms

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<u>Bid Security Model (Bank Guarantee)</u>	39
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<u>Manufacturer's Authorization Template</u>	41
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25 Bidder Information Form

[The Candidate completes the table below in accordance with the instructions in square brackets. The table must not be changed. No substitutions will be allowed.]

Date: *[insert date (day, month, year) of submission of the tender]*
AAO number: *[insert name of tender notice]*

1. Name of Applicant: <i>[insert legal name of Bidder]</i>	
2. In the case of a grouping, names of all members: <i>[insert legal name of each member of the group]</i>	
3. a Country where the Bidder is, or will be, legally registered: <i>[insert name of country of registration]</i>	3.b Company Registration Number <i>[insert number]</i>
4. Bidder's Year of Registration: <i>[insert year of registration]</i>	
5. Official address of the Bidder in the country of registration: <i>[insert the legal address of the Bidder in the country of registration]</i>	
6. Information on the Bidder's duly authorized representative: Name: <i>[insert name of Bidder's representative]</i> Address: <i>[insert address of Bidder's representative]</i> Telephone/Facsimile: <i>[insert telephone number/facsimile of the Bidder's representative]</i> Email address: <i>[insert email address of Bidder's representative]</i>	
7. Attached are copies of the originals of the following documents: <i>[tick the box(es) corresponding to the original documents attached]</i>	
<input type="checkbox"/> Document of registration, registration or incorporation of the firm named in 1 above, in accordance with clauses 4.1 and 4.2 of the CI	
<input type="checkbox"/>	

26 Consortium Member Information Form

[The Candidate completes the table below in accordance with the instructions in square brackets. The table must not be changed. No substitutions will be allowed.]

Date: *[insert date (day, month, year) of submission of the tender]*
AAO number: *[insert name of tender notice]*

1. Name of Consortium: <i>[insert legal name of Bidder]</i>	
2. Name of the member of the group: <i>[insert the legal name of the member of the group]</i>	
3.a Country where the member of the group is, or will be, legally registered: <i>[insert name of the country of registration of the member of the group]</i>	3.b Company Registration Number: <i>[insert number]</i>
4. Year of registration of the member of the group: <i>[insert year of registration of the member of the group]</i>	
5. Official address of the group member in the country of registration: <i>[insert legal address of the group member in the country of registration]</i>	
6. Information on the duly authorised representative of the member of the group: Name: <i>[insert name of representative of the group member]</i> Address: <i>[insert address of the representative of the member of the group]</i> Telephone/Facsimile: <i>[insert telephone number/facsimile of the representative of the member of the group]</i> Email address: <i>[insert email address of the group member's representative]</i>	
7. Attached are copies of the originals of the following documents: <i>[tick the box(es) corresponding to the original documents attached]</i> <input type="checkbox"/> Document of registration, registration or incorporation of the firm named in 2 above, in accordance with clauses 4.1 and 4.2 of the CI In the case of a grouping, a letter of intent to set up a grouping, or a grouping agreement, in accordance with clause 4.1 of the CI.	

27 Bid Submission Letter

[The Bidder shall complete the letter below in accordance with the instructions in square brackets. The format of the letter must not be changed. Any major reservation or deviation from this format may result in the rejection of the offer]

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

AAO number: *[insert name and number of the tender notice]*

Variant Number: *[insert ID number if this offer is offered for a variant]*

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

We, the undersigned, certify that:

- a) We reviewed the Tender Documents, including corrigendum(s) number: *[insert numbers and date of issue of each addendum]*; and have no reservations about them;
- b) We undertake to provide in accordance with the Tender Documents and the delivery schedule specified in the Bill of Quantities, Delivery Schedule and Technical Specifications, the following Supplies and Related Services: *[insert brief description of Supplies and Related Services]*;
- c) The total price of our offer, excluding the discount offered in clause (d) below, is: *[insert the total price of the offer in letters and figures, indicating the currencies and amounts corresponding to these currencies]*;
- d) The discounts offered and the terms and conditions for applying these discounts are as follows:

[Detail any discounts offered and the item(s) on the price schedule(s) to which they apply]

[Also provide details of the method that will be used to apply the discounts offered, if any]
- e) Our tender will remain valid for the period required by clause 19.1 of the Instructions to Candidates from the deadline for the submission of tenders in clause 23.1 of the Instructions to Candidates; this offer will continue to be binding on us and may be accepted at any time before the expiry of this period;
- f) If our offer is accepted, we undertake to provide a guarantee of good performance of the Contract in accordance with Clause 42 of the Instructions to Bidders and clause 17 of the General Administrative Clauses (GCC);
- g) Our application, as well as any subcontractors or suppliers involved in relation to any part of the Contract, do not fall under the exclusion conditions of clause 4.2 of the Instructions to Candidates.

36Section III. Submission Forms

- h) We are not in a conflict of interest situation as defined in clause 4.3 of the Instructions to Candidates.
- i) We undertake not to grant or promise to grant to any person involved in any capacity whatsoever in the procurement procedure an undue advantage, pecuniary or otherwise, directly or through intermediaries, with a view to obtaining the contract, and in general to comply with the provisions of the Charter of Transparency and Ethics in Public Procurement, As evidenced by the attached commitment form, signed by us.
- j) For greater certainty, this offer, and your written acceptance of such offer contained in your notification of the award of the Contract to us, shall be deemed to be a contract between us, until a formal contract is drawn up and signed.
- k) It is understood by us that you are not obliged to accept the lowest evaluated offer, nor any of the offers you may receive.

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

As *[indicate signer's capacity]*

Signature *[insert signature]*

Having authority to sign the bid for and on behalf of *[insert full name of the Bidder]*

As of the _____ day of *[Insert date of signature]*

28 Price schedule for supplies

No.	Description of costs	Quantity	Price in [insert: national currency]	Price in [insert: foreign currency A]	Price in [insert: foreign currency B]	Price in [insert: foreign currency C]
I	Design, supply and installation					
1	Design of the solution for one country (for the benefit of a ministry in charge of health in a single country)	1				
2	Provision of telemedicine equipment for one country (for the benefit of a Ministry of Health in a single country)	1				
3	Provision of solar energy solutions for telemedicine equipment for one country (for the benefit of a Ministry of Health in a single country)	1				
4	Supply of equipment for the Internet solution for one country (for the benefit of a Ministry of Health in a single country)	1				
5	Installation work (carried forward from the Summary Table of Supply and Installation Costs) for one country (for the benefit of a Ministry of Health in a single country)	1				
II	Maintenance, licenses, related software and various recurring improvement interventions during the warranty period					
6	Maintenance of equipment and interventions	1				
7	Software Licenses and Extension	1				
8	System and versatile software	1				
9	Training of at least two departmental staff on system management and maintenance	1				
	Total cost					

NB: Depending on the overall lump sum cost taking into account all costs for the design, supply and installation of the telemedicine solution for the benefit of a single country, WAHO with the ECOWAS Commission will determine, according to the criteria to be agreed, the countries to benefit from the solution and therefore the overall amount of the contract for the chosen countries

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

Date [insert date of offer]

29 Bid Security Model (Guarantee Issued by a Financial Institution)

[The guaranteed financial institution shall complete this bid security template in accordance with the indications in square brackets]

[Insert name of bank or guarantee company, and address of issuing agency]

Beneficiary: [insert name and address of Contracting Authority]

Date: [insert date]

Offer Guarantee Number: *[insert warranty number]*

We have been informed that *[insert name of Bidder]* (hereinafter referred to as "the Bidder") has responded to your call for tenders number *[insert tender notice number]* for the supply of *[insert description of supplies]* and has submitted its bid to you on *[insert date of submission of bid]* (hereinafter referred to as the "Offer").

Under the provisions of the Tender Documents, the Tender must be accompanied by a bid security.

At the request of the Bidder, we *[insert name of bank or guarantee company]* hereby unreservedly and irrevocably undertake to pay you, any sums of money that you may claim up to *[insert amount in numbers and letters]*.

Your request for payment must be accompanied by a declaration that the Candidate has not fulfilled one of the obligations to which it is bound under the Tender or has been subject to a sanction for misconduct committed in the context of the procurement procedure, namely:

- a) if he does not accept the changes to his offer following the correction of calculation errors;
or
- b) if it withdraws the Offer within the period of validity specified by it in the tender submission letter; or
- c) if, having been notified of the acceptance of the Offer by the Contracting Authority during the period of validity as indicated in the letter of submission of the offer or extended by the Contracting Authority before the expiry of that period, he:
 - 1. does not sign the Contract; or
 - 2. fails to provide the guarantee of good performance of the Contract, if it is required to do so as provided for in the Instructions to Candidates; or

- d) if it has been the subject of a sanction by the Sanctions Committee or a competent administrative court, leading to the seizure of the guarantees it has provided in the context of the award of the contract.
- e) This Security Expires (a) if the Contract is awarded to the Bidder, when we receive a copy of the Contract signed and the Performance Security issued on your behalf, as instructed by the Bidder; or (b) if the Contract is not awarded to the Bidder, on the earlier of: (i) when we receive a copy of your notification to the Bidder of the name of the successful bidder, or (ii) thirty (30) days after the expiration of the validity of the Bid.

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

This warranty is governed by the International Chamber of Commerce (ICC) Uniform Rules on Warranties on Request, ICC Publication 2020.

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

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

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

30 Manufacturer's Authorization Template

[The Applicant shall require the Manufacturer to prepare this letter in accordance with the indications in square brackets. This letter of authorization must be on the Manufacturer's letterhead and must be signed by a person duly authorized to sign documents that are binding on the Manufacturer. The Applicant includes this letter in its bid, if required in the DPAO]

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

AAO number: *[insert name and number of the tender notice]*

Variant Number: *[insert ID number if this offer is offered for a variant]*

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

BECAUSE:

[Insert full name of Manufacturer] are reputable manufacturer of [insert supplies produced] having our factories [insert full factory address]

We hereby authorize *[insert full name of Bidder]* to submit a bid, and possibly to enter into a contract with you for Tender number *[insert Tender Number]* for such supplies manufactured by us.

We confirm all our warranties and guarantee in accordance with Clause 27 of the General Specifications for the supplies offered by the above company for this Tender.

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

As *[indicate signer's capacity]*

Signature *[insert signature]*

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

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

31 Model of commitment to respect the rules of Transparency and Ethics in Public Procurement

To: *[name and address of the Contracting Authority]*

Dear Madam/Sir,

With a view to submitting our proposal for *[insert subject matter of the consultation or contract here]*, we, the undersigned, have taken note of the rules of transparency and ethics in the field of public procurement and undertake to comply with all the provisions of this text concerning us, during the procurement procedure and, If our submission is accepted, during its execution.

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

- corrupting activities with regard to public officials in charge of the awarding of the contract;
- fraudulent manoeuvres with a view to obtaining the contract;
- illegal cartels;
- unjustified waiver of the performance of the contract if our bid is accepted; and
- a failure to meet the commitments we have made.

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

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

Done on _____ 20 ____

Signature _____ as a _____
duly authorized to sign the Applicant for and on behalf of *[name of the Applicant or the group of undertakings followed by "jointly and severally"]*

PART TWO - Conditions for the Supply of Supplies

Section V. Bill of Quantities, Delivery Schedule, Technical Specifications, Plans, Inspections and Tests

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1. List of Supplies and Delivery Schedule

Item number	Description of Supplies	Quantity (Nb. of units)	Unit	Site (project) or Final Destination as indicated in the PADs	Delivery date		
					Earliest delivery date	Delivery date at the latest	Delivery date offered by the Candidate [<i>to be indicated by the Candidate</i>]
<i>I</i>	Design, supply and installation						
1	Design of the solution for one country (for the benefit of a ministry in charge of health in a single country)	1	Unit	Ministry of Health of the beneficiary country	2 months	4 months	
2	Provision of telemedicine equipment for one country (for the benefit of a Ministry of Health in a single country)	1	Unit	Ministry of Health of the beneficiary country	6 months	7 months	
3	Provision of solar energy solutions for telemedicine equipment for one country (for the benefit of a Ministry of Health in a single country)	1	Unit	Ministry of Health of the beneficiary country	6 months	7 months	
4	Supply of equipment for the Internet solution for one country (for the benefit of a Ministry of Health in a single country)	1	Unit	Ministry of Health of the beneficiary country	6 months	7 months	
5	Installation work (carried forward from the Summary Table of Supply and Installation Costs) for one country (for the benefit of a Ministry of Health in a single country)	1	Unit	Ministry of Health of the beneficiary country	7 months	8 months	

II	Maintenance, licenses, related software and various recurring improvement interventions during the warranty period						
1	Maintenance of equipment and interventions	1	Unit	Ministry of Health of the beneficiary country	Over a period of one year from the date of operational acceptance	Over a period of one year from the date of operational acceptance	
2	Software Licenses and Extension	1	Unit	Ministry of Health of the beneficiary country	Over a period of one year from the date of operational acceptance	Over a period of one year from the date of operational acceptance	
3	System and versatile software	1	Unit	Ministry of Health of the beneficiary country	Over a period of one year from the date of operational acceptance	Over a period of one year from the date of operational acceptance	
4	Training of at least two departmental staff on system management and maintenance	1	Unit	Ministry of Health of the beneficiary country	Upon receipt of the solution	Upon receipt of the solution	

2. List of Related Services and Timeline

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

Item number Service.	Description du Service	Quantity ¹	Physical Unit	Site or location where the Services are to be performed	Final date of completion of the Services
<i>[Insert Service number]</i>	<i>[Insert description of service]</i>	<i>[Insert number of items to be provided]</i>	<i>[Unit of Measure]</i>	<i>[Place of service]</i>	<i>[Insert date]</i>

¹ If applicable

3. Technical Specifications

- The Information System Requirements are divided into four subsections that are interrelated
- Technical specifications
- Timeline
- Information System Inventory Tables
- Additional Information and Documents

The Information System Requirements are divided into four subsections that are interrelated

- *Technical specifications*
- *Timeline*
- *Information System Inventory Tables*
- *Additional Information and Documents*

Technical specifications

A. (GENERAL SPECIFICATION) OPERATIONAL REQUIREMENTS AND PERFORMANCE CRITERIA

Operational Needs for Telehealth Systems: WEB Applications and Mobile Applications

Mobile app.

- The mobile application must make it possible to collect, transmit and store information on the medical diagnostic data (physiological parameters) of the patient's body.
- The mobile application must be fully operational in with or without an internet connection, with automatic export of data to the cloud after the connection is restored.
- Creation of a patient examination record, availability
- A unique number must be assigned to each examination, availability.
- Patient Data Entry:
 - ✓ Patient (any login)
 - ✓ Date of birth or number of full years or months if the patient's year is less than 1 year.
 - ✓ Size (in centimeters)
 - ✓ Weight (in kilograms)
 - ✓ Sex

- Selection in the app interface of the type of measurement that will be performed on the patient, depending on the type of connected device and availability.
- Storage of examination information (examination number, patient data, examination results) in the local memory of the workstation.
- Saves the results of at least 1000 exams and measurements to the local storage of the system's workstation, without the possibility of manual erasure, until they are transferred to cloud storage.
- Transfer information from the local storage of the workstation of the system to the cloud storage using an internet connection.
- The application should ensure the transfer of data (indicating the unique study number) to cloud storage only when the authorization for cloud storage is confirmed.
- Electrode placement scheme for ECG on the patient's body in ECG mode of the app.
- Notification of loss of electrode contact during ECG examinations, availability.
- Transmission of live images from the main module of the system to a remote monitor of an authorized physician during ultrasound examinations, availability.
- Make video calls to authorized doctors in the system to receive telemedicine consultations at any time, both during the patient's examination and after completion.
- Reduction of the window containing the doctor's image (picture-in-picture) during the exam when a video call is received/made to/from the kit.
- Call history in the app interface, availability
- Automatic notification to the kit user when a recommendation is added to the scan result (push notifications), availability
- Send notifications about the need for consumables for included analyzers directly from the application interface.

Web application

- The ability to access the results of examinations and measurements for doctors and patients via a web browser after authorization or using an examination code.
- Creation of electronic cabinets for the dispenser and the user, with different levels of functional access (administrator, user, doctor).
- Adding and authorizing consulting physicians in the cloud service.
- Completion of video calls to the system's workstation mobile app for teleconsultations and diagnostic workflow control.
- Call history in cloud service interfaces, availability
- Adding recommendations to exam results by authorized physicians directly in the cloud service, availability.
- Added alternative recommendations to test results by multiple authorized physicians with a recommendation history.
- Creation of a printed form based on the results of the examination.
- Possibility to add a doctor's opinion after the form has been printed.

- Automatic notification to the kit user when a recommendation is added to the scan result (push notifications), availability.
- Generation and export of system usage statistics, with the ability to select a specific time period for statistics and display the quantity and types of activities performed.
- Management of systems from the cloud service interface (creation of a set, transfer of sets from one user to another), availability.

Relevant certifications and accreditations

Relevant certifications and accreditations in the field of Telemedicine are required to be qualified:

- Compliance of your solution with ISO 13485 to achieve quality management system certification for medical devices and required by healthcare regulators and customers to demonstrate compliance with quality standards and risk management in medical device manufacturing.
- Directive 93/42/EEC defines a medical device as a medical device, which establishes the conformity and conformity assessment procedures, and sets out the obligations of manufacturers, importers and distributors of medical devices
- Directive 98/79/EC for in vitro diagnostic medical devices as products used to perform tests on samples of human origin, such as blood, urine or tissue, to obtain information about a person's state of health.

Compliance with HL7, FHIR, and other standards for internal system integration in healthcare facilities. The more modern **FHIR** is designed to be easily usable with web and mobile technologies, and meets today's needs for rapid integration and interoperability.

References from previous customers

References from previous customers who have successfully used your Telemedicine solutions are an important criterion to be considered for a contract.

Compatibility with existing health systems

The Telemedicine solution must be compatible with existing healthcare systems to enable seamless integration.

Diagnostic Capability

The Telemedicine solution must have the highest possible diagnostic capacity in order to allow wider access to specialized health services for African populations.

Battery life and connectivity

The telemedicine solution must have seamless connectivity.

Ergonomics

Ease of use for healthcare professionals

The solution should be user-friendly and intuitive to allow healthcare professionals to use it easily and effectively.

Compliance with data protection laws and regulations

The Telemedicine solution must comply with the laws and regulations in force regarding the protection of patients' personal data.

Patient Privacy

It is essential that the Telemedicine solution ensures the confidentiality of patients' medical information and allows them to communicate securely with healthcare professionals.

Security of medical information

The Telemedicine solution must have robust security measures in place to protect patients' medical information from unauthorized access and cyberattacks.

The solution must ensure the security of patient data and comply with data protection regulations.

Innovative dimension

- Regional companies, publishers and ICT health manufacturers can be associated with the projects as partners and/or service providers of a group of territorial health professionals.
- In the case of pure innovative technical projects, companies will be able to mobilise the Region for other support schemes: start-ups, digital prototyping
- The projects must bring together professionals with different skills: from the world of research in technological and social sciences (computer scientists, communicators, etc.) and from the medical world (clinicians, methodologists, medical information specialists, quality specialists, etc.) in a framework of cooperation.

The letter of expression of interest should provide the technical information to determine the following characteristics which relate to three themes: the development and validation of indicators of quality, relevance and safety of care, telehealth, and teleexpertise.

- A brief description of your structure (and other services if you submit a joint letter)
- The names and positions of the experts in your organization who will be responsible for devoting time to the deployment of the solution

It is also desirable to associate patient associations or caregivers' associations in the ECOWAS zone as a reference, which will be one of the priority criteria for choice.

Skills and practices will nourish reflection and broaden the fields of experimentation.

B. Detailed Technical Specifications

Technical specifications requested	Proposed technical specifications	Country of origin	Branded (for branded items)	Model (for items with a model)
	Proposed Specifications			
I- TELEMEDICINE MEDICAL DIAGNOSIS SYSTEM				
1.1- Type of system				
· A portable medical remote diagnostic system for collecting, transmitting, and storing information about the activity indicators (physiological parameters) of the patient's body should contain specialized software and form a hardware and software system.				
· The software and hardware system, with their functions of remote collection, transmission and storage of information on the activity indicators (physiological parameters) of the patient's body, must be able to diagnose the patient's functions, monitor him periodically during the treatment and rehabilitation process.				
· The system must ensure the receipt and transfer of diagnostic information for telemedicine consultations.				
· The system is intended to allow for comprehensive patient examinations under field conditions.				
· The system must be able to operate in either with or without an internet connection, with automatic data download once the connection is restored.				
· Examinations may be performed by junior medical staff, a physician assistant, and a family physician.				
· The system must have an integrated teleconferencing system, without the need for other applications.				

Technical specifications requested	Proposed technical specifications	Country of origin	Branded (for branded items)	Model (for items with a model)
	Proposed Specifications			
· The system should have a backpack in which items can be stored for greater mobility.				
· Capable of storing diagnostic tests even without an internet connection.				
· The system can store up to 1,000 tests in offline mode.				
1.2- The main module of the system				
· ECG recording, available				
· Blood pressure measurement				
· Measurement of capillary blood oxygen saturation				
· Obtaining all measured parameters of the patient's functions from the system's diagnostic devices (ECG, blood pressure, pulse, blood oxygen saturation, temperature, urinalysis, spirometry data), availability.				
· Connection of diagnostic devices using the Bluetooth protocol (urine analyzer, non-contact infrared thermometer, spirometer, etc.				
· Connection of external devices for the reception of images (digital cameras, scopic systems, etc.).				
· Display on the system screen of all measured research data (ECG, blood pressure, blood oxygen saturation, pulse, temperature, urinalysis, respiratory functions, etc.				
· The system must allow for an explicit analysis of the data received in the city, with an indication of deviations from the standard, with the exception of the ECG.				

Technical specifications requested	Proposed technical specifications	Country of origin	Branded (for branded items)	Model (for items with a model)
	Proposed Specifications			
· Photograph of the patient or necessary body parts, etc.				
· Audio recording				
· Connection of information input/output devices (external monitor, keyboard, "mouse").				
· Display of search data on an external monitor, available.				
· Connection of external media of USB standard, micro USB.				
· Availability of external information input/output ports: RJ-45, audio, micro USB, HDMI, USB2.0				
· Measurement capacity: ECG, SpO2, blood pressure measurement				
1.3-Mode of operation of the system				
· Autonomous, from a battery of at least 8 hours,				
· From 220V, 50Hz power supply, battery charging,.				
1.4-Environmental requirements:				
Operation in a wide temperature range (-20°C to +55°C)				
· High humidity (up to 95%)				
1.5-Working environment requirements:				
· Power supply requirements:				
· Power supply: 110-220V, no worse				
1.6-Signage requirements:				

Technical specifications requested	Proposed technical specifications			
	Proposed Specifications	Country of origin	Branded (for branded items)	Model (for items with a model)
· The screen size of the main module of the system is at least 10 inches.				
· Colour touchscreen, available				
· Manual entry of information into the system via the touch keyboard on the workstation display without the use of a keyboard, possible				
II- Telemedicine Peripherals				
2.1-ECG recording				
12-channel synchronous recording of ECG signals, available				
Manual ECG recording mode,.				
Rhythm mode, availability				
ECG lead system: standard and reinforced (I, II, III, aVR, aVL, aVF and V1, V2, V3, V4, V5, V6), available.				
ECG display on the main system module screen				
Simultaneous display of ECG channels on the screen, at least 12 leads				
Sensitivity, not less than 10 mm/mV				
Automatic detection of electrode connection,				
Visualization of the ECG before recording,				
Choice of ECG recording time, at least 3 intervals				
Heart rate measurement,				
2.2-Blood pressure measurement				
· The measurement method is oscillometric, available				
· Resolution not less than 1 mm. RT Art.				

Technical specifications requested	Proposed technical specifications	Country of origin	Branded (for branded items)	Model (for items with a model)
	Proposed Specifications			
· Absolute error limits when measuring pressure, not more than ± 5 mm Hg. Art.				
· Leak test function, available				
· Measurement mode: adults, children, newborns				
· Pressure measurement range, not worse:				
2.3-Measurement of pulse rate				
· Measurement of pulse rate in a range not less than 30 to 220 beats per minute.				
· Sensor location on the finger				
· Error in the range of 30 to 245 beats per minute, no more than: ± 2 beats per minute.				
· Use - adults, children, available.				
2.4-Non-invasive measurement of capillary blood oxygen saturation level				
· Measurement of capillary blood oxygen saturation, availability				
· Sensor location on the finger, compliance				
· Blood oxygen saturation measurement range, at least 0~100%.				
· Delivery capacity: measurement of blood oxygen saturation, no more than 1%.				
· Error, no more: 70%~100%: $\pm 2\%$				
· Use - adults, children, available.				
2.5-Non-Contact Temperature Measurement				
· Measurement of body temperature by a non-contact method.				

Technical specifications requested	Proposed technical specifications			
	Proposed Specifications	Country of origin	Branded (for branded items)	Model (for items with a model)
· Measurement modes: body temperature/object temperature.				
· Indication of normal and high temperature in different colours				
· Measuring range: not less than 34-42.8 °C				
· Resolution, not less than 0.1 °C				
· Error in the range 35 - 42 °C, not more than ±0.2 °C				
· Automatic shut-off,				
· Interaction with the main system module by means of wired or wireless interfaces.				
2.6-Clinical Urinalysis				
· Carrying out an express clinical analysis of the urine ("dry chemistry" method), at least 11 parameters (GLU, BIL, SG, PH, KET, BLD, PRO, URO, NIT, LEU, VC), compliance.				
· Principle of the measurement: use of test strips, compliance.				
· The analysis method is the three-color RGB measurement system (spectrophotometry), compliance.				
· The sample is urine that has been stored for up to 4 hours, compliance				
· Test speed, at least ≥ 60 samples/hour				
· Measurement mode: One-step test, compliance				
· Repeatability: no worse than $CV \leq 1\%$.				
· Stability: no less than $CV \leq 1\%$.				

Technical specifications requested	Proposed technical specifications			
	Proposed Specifications	Country of origin	Branded (for branded items)	Model (for items with a model)
· Memory function: at least 500 data groups				
· Automatic standby,				
· Power source, built-in rechargeable lithium battery, availability				
· Power adapter, available				
· Data Transfer: Interaction with the main system module via wired or wireless interfaces, available.				
2.7-Study of external respiratory functions				
· Maximum volume: not less than 10 l.				
· Flow range: at least 0 l/s ~ 14 l/s				
· Volume accuracy: not less than $\pm 3\%$ or 0.05 l (whichever is greater).				
· Flow Accuracy: No worse than $\pm 5\%$ or 0.2 L/s (whichever is greater).				
· The indicators studied:				
· Forced Vital Capacity of the FJEL Lungs (FVC), presence,				
· Peak Expiratory Flow (DEP), l/s,				
· Forced Expiration Volume in 1 Second FEV1 (FEV1), l,				
· FEV1% (FEV1%): ratio of FEV1 to FVC, % presence				
· Construction of parameter graphs based on search results, availability				
· Other device requirements:				
· Function Graph View, Availability				
· Data processing: storage, deletion, download and viewing, availability.				

Technical specifications requested	Proposed technical specifications			
	Proposed Specifications	Country of origin	Branded (for branded items)	Model (for items with a model)
· System interaction to transfer measurement data using wired or wireless interfaces, available				
· Reusable mouthpiece, available				
· Reusable nose clip, available				
2.8-Blood analysis for the amount of hemoglobin				
· Measurement of the amount of hemoglobin in the blood, possible				
· Hematocrit calculation, available				
· Sample for research: capillary or venous blood, compliance				
· Memory function: at least 1000 data groups, matching				
· Measurement principle: use of test strips, compliance				
· Measuring range from 30.0 to 256.0 g/l. not narrower				
· Warning if hemoglobin levels are too low or too high				
· Analysis time, no more than 20 seconds				
· Possibility to choose the units of measurement in which the analysis result will be displayed: g/dl, g/l or mmol/l, presence of a hemoglobin level that is too low or too high.				
· Interaction with the main module of the complex for the transmission of measurement data using wired or wireless interfaces, availability				
· Power source, batteries, possibility				
· Low battery alert, availability				
· Auto shut-off, availability				
2.9-Study of the Blood Lipid Group				

Technical specifications requested	Proposed technical specifications			
	Proposed Specifications	Country of origin	Branded (for branded items)	Model (for items with a model)
· Total cholesterol (TC) quantification possible				
· Quantification of high-density lipoproteins (HDL), possible				
· Triglyceride (TG) quantitation, possible				
· Determination of the calculated value of the ratio of total cholesterol to high-density lipoproteins TC/HDL, possible				
· Determination of the estimated value of low-density lipoprotein (LDL) cholesterol, possible				
· Memory function: at least 200 groups of data				
· Measurement principle: use of test devices, compliance				
· Sample for study: capillary or venous blood, plasma, blood serum, compliance				
· Duration of the analysis: no more than 2 minutes				
· Total cholesterol (TC) measurement range: 100-500 mg/dl (2.59-12.93 mmol/l, 1 mmol/l=38.66 mg/1 dl), not narrower.				
· lipoprotein (HDL): 15-120 mg/dl (0.39-3.10 mmol/l, 1 mmol/l=38.66 mg/1 dl), unrestricted.				
· Triglyceride (TG) measurement range: 45-650 mg/dl (0.51-7.34 mmol/l, 1 mmol/l = 88.6 mg/dl), without restriction.				
· The possibility of choosing the units of measurement in which the result of the analysis will be displayed: mg/dl or mmol/l, the presence of the blood glucose indicator.				

Technical specifications requested	Proposed technical specifications			
	Proposed Specifications	Country of origin	Branded (for branded items)	Model (for items with a model)
· Interaction with the main module of the complex for the transmission of measurement data using wired or wireless interfaces, availability				
· Power source, batteries, possibility				
· Low battery alert, availability				
· Auto shut-off, availability				
2.10-Blood glucose level measurement				
· Possibility of quantitative determination of blood glucose, availability				
· Liquid Crystal Display, Availability				
· Warning indication on the LCD display if blood glucose levels are too low or too high, availability				
· The duration of the exam is 5 seconds, no more				
· Measuring range 20 - 600 mg/dl or 1.1 - 33.3 mmol/l, no narrower				
· Interaction with the main system module for transmission of measurement data using wired or wireless interfaces or manually, availability				
· Charge indicator for variable DC cells or batteries, availability				
· Indication in case of discharge of AC cells or batteries, availability				
· Visualization of measurement results on the LCD display of the meter, availability				
· Auto shut-off, availability				
· Weight not exceeding 75 g				
· Dimensions not exceeding 85 mm x 60 mm x 26 mm				
2.11-Quantitative determination of leukocytes in the blood (WBC)				

Technical specifications requested	Proposed technical specifications			
	Proposed Specifications	Country of origin	Branded (for branded items)	Model (for items with a model)
· Obtaining quantitative indicators to determine the number of leukocytes (WBC) in capillary or venous whole blood offers the possibility of determining the number of leukocytes in whole blood.				
· Measuring principle: photometric, compliance				
· Measuring range: 0.3-30.0)×10 ⁹ /l, maximum value - 30.0×10 ⁹ /l				
· Sample for research: capillary or venous blood, compliance				
· The sample quantity is 10 µl, no more.				
· Test duration ≤ 3 min, compliance				
· Internal memory of 20,000 results, no less				
· Power supply, built-in rechargeable battery, possibility				
· Low Battery Warning, Uptime				
· Interaction with the main system module for the transmission of measurement data using wired or wireless interfaces or manually, availability.				
· Dimensions: 140 X 140 X 120 mm, no more				
· Weight: 850 g, no more				
2.12-Patient analysis for more than one parameter				
· Measurement principle: immunofluorescence Chromatography, correspondence				
· Ability to perform a review on at least 35 parameters, compliance				
· Sample for analysis: whole blood, plasma, serum, urine, hair, compliance				

Technical specifications requested	Proposed technical specifications	Country of origin	Branded (for branded items)	Model (for items with a model)
	Proposed Specifications			
· Possibility of using the analyzer in medical facilities, outpatient polyclinic departments or in emergency departments, possibility of				
· CV10 repeatability, compliance				
· Quantitative measurement, compliance				
· Use for test run review, compliance				
· Ability to choose standard/rapid test, compliance				
· Built-in printer, available				
· Touchscreen, available				
· Memory of 50,000 results, no less				
· Power supply: 110-220V, 50Hz.				
· Power adapter: 12V DC, available				
· Dimensions: 300 X 250 X 140 mm, no more: 300 X 250 X 140 mm, no more				
· Weight: 2.5 g, no more				
· It is a system for quantitative measurement of multiple parameters (more than 43 elements) such as hsCRP/CRP, cTnI, HbA1c, T4, etc.				
· Interaction with the main module of the transmission system.				
2.13-Examination of the pinna of the ear (otoscopy)				
Areas of application: examination of the auricle by an otolaryngologist.				
Use of replaceable plastic funnels, possible				
The maximum resolution is 1.3 MP, no less.				
150x magnification, no less				

Technical specifications requested	Proposed technical specifications	Country of origin	Branded (for branded items)	Model (for items with a model)
	Proposed Specifications			
Frames per second, no less than 30 frames per second				
Image formats: BMP, JPG or AVI, compatibility				
LED lighting, available				
Brightness adjustment, available				
Dimensions: 130 mm x 36 mm x 40 mm: 130 mm x 36 mm x 40 mm, no more				
Weight: 100 g, no more				
Interaction with the main system module for the transmission of measurement data using wired or wireless interfaces, available				
2.14-Listening to the fetal heartbeat (Doppler ultrasound examination)				
Use by qualified health care professionals or pregnant women, possible				
Fetal heart rate monitoring and display, possible				
Listening to the fetus' heartbeat, possibility				
Automatic shut-off when no action on the device for 2 minutes, compliance				
Volume control option				
Indication of fetal heart rate signal intensity, presence				
Low Battery Warning, Uptime				
Liquid Crystal Display, Availability				
Built-in speaker, available				
Power supply via replaceable batteries, possible				
Dimensions: 50 x 42 x 150 mm, no more				
Weight: 180 g, no more				
Fetal heart rate measurement range: 50 - 240 beats/min, not narrower				
Accuracy: ± 2 beats/min, no more				

Technical specifications requested	Proposed technical specifications			
	Proposed Specifications	Country of origin	Branded (for branded items)	Model (for items with a model)
Fetal heart rate resolution: 1 bpm, compliance				
Interaction with the main system module for transmission of measurement data using wired or wireless interfaces, availability				
2.15-Examination of the surface of the skin (dermatoscopy)				
Areas of application: skin examination by a dermatologist				
The maximum resolution is 2MP, no less				
100x magnification, no less				
Built-in polarizer, available				
Frames per second, no less than 30 frames per second				
Image formats: BMP, JPG or AVI, compatibility				
LED lighting, available				
Brightness adjustment, available				
Dimensions: 130 mm x 36 mm x 40 mm: 130 mm x 36 mm x 40 mm, no more				
Weight: 100 g, no more				
Interaction with the main system module for transmission of measurement data using wired or wireless interfaces, availability				
2.16-Auscultation of pulmonary and cardiac sounds				
· OLED display, availability				
· Power supply, built-in rechargeable battery, compliance				
· Frequency Characteristics:				
· Heart Sounds Mode: 20-500 Hz, Compliance				
· Lung Sound Mode: 200-2000 Hz, Compliance				

Technical specifications requested	Proposed technical specifications	Country of origin	Branded (for branded items)	Model (for items with a model)
	Proposed Specifications			
· Switching of auscultation modes: heart sounds / lung sounds, presence				
· Volume adjustment during auscultation of lung and heart sounds, possible				
· Listening to sounds through headphones, adaptation				
· Dimensions: Ø58 mm x 78 mm, no more				
· Interaction with the main system module for transmission of measurement data using wired or wireless interfaces, availability				
2.17-Ultrasound				
Performing an ultrasound examination				
Two Sweeping Heads				
Three sensors for scanning, linear, convex and phased available				
Possibility of diagnosis at the bedside				
Scan Mode: B, B/M, Doppler Color with B+Color, B+PDI, B+PW				
Number of sensor elements at least 192				
Sensor frequency:				
Convex/phased: 3.5 MHz /5 MHz				
Linear: 7.5 MHz / 10 MHz				
Convex / phased sensor scan angle: 60°,				
Convex / phase sensor opening radius: 60 mm, compliance				
Linear sensor aperture: 40 mm, compliance				
Puncture assist function, available				
Measurements: length, area, angle, heart rate, obstetrics				
Image storage formats: jpg, avi and DICOM, possible				

Technical specifications requested	Proposed technical specifications			
	Proposed Specifications	Country of origin	Branded (for branded items)	Model (for items with a model)
Power supply: built-in battery				
Battery life is 2 hours or less				
Dimensions: 156 × 60 × 20 mm: 156 × 60 × 20 mm, no more				
Weight: 260 g, no more				
Wi-Fi Data Interface, Availability				
Interaction with the main system module for transmission of measurement data using wired or wireless interfaces, availability				
2.18-General examination of the patient with the possibility of receiving digital images using a digital camera				
General examination of the patient with the possibility of obtaining digital images (e.g., limbs, body parts, etc.), compliance.				
Camera to see the patient and any signs/symptoms (e.g. skin lesions, rashes, wounds, etc.), presence				
Photography, availability				
Video shooting, availability				
Camera Type: Built-in or external with connection to a PC or tablet or PC workstation, compliance				
Connection interface - USB and/or Wi-Fi (for an external camera), possibility				
2.19-System Workstation Software Requirements				
Presence of an operating system that guarantees the operation of the system.				
Bluetooth protocol support, compliance.				
Creation of a patient examination record, availability				

Technical specifications requested	Proposed technical specifications	Country of origin	Branded (for branded items)	Model (for items with a model)
	Proposed Specifications			
A unique number must be assigned to each examination, availability				
Patient Data Entry:				
Ø Patient (any identifier)				
Ø Date of birth or the number of full years or months if the patient's year is less than 1 year				
Ø Height (in centimetres)				
Ø Weight (in kilograms)				
Ø Gender				
Selection of the type of measurement that will be performed on the patient, depending on the type of device, availability.				
Storage of measurement results in the local memory of system software information, availability.				
Storage of examination information (examination number, patient data, examination results) in the local memory of the workstation.				
Saves test results and measurements to the local memory of the system's workstation until they are transferred to cloud memory.				
Allowing the system to cloud store survey data for later interaction.				
Transfer of information from the local memory of the system workstation to the cloud memory				
The transfer of information shall be carried out after each saving of the examination results to the local memory of the system's workstation or at the request of the operator, provided that the system is connected to the internet.				

Technical specifications requested	Proposed technical specifications			
	Proposed Specifications	Country of origin	Branded (for branded items)	Model (for items with a model)
Formation of a printed form based on the results of the examination with the possibility of adding the opinion of a doctor after the form has been printed.				
Requirements for transferring survey information to the data repository				
The software and hardware system must ensure the transfer of the received survey data to the cloud data storage.				
The transfer of examination data must be carried out using the following methods of communication with the internet: LAN, Wi-Fi, or 3G/LTE/4 or 5G communication available on the site.				
The system should ensure the transfer of data (indicating the unique study number) to cloud storage only when the authorization for cloud storage is confirmed.				
2.20-Availability of System Information and Technical Support				
Provision of a manual for the use of the equipment				
Information and technical assistance (warranty) for at least 12 months.				
2.21-Cloud Storage Requirements				
Ensure system authorization				
Blocking data transfer to information storage if system authorization fails				
Cloud data storage, availability				
Doctors and patients can access the results of examinations and measurements via a web browser after authorisation.				

Technical specifications requested	Proposed technical specifications			
	Proposed Specifications	Country of origin	Branded (for branded items)	Model (for items with a model)
Possibility of interaction between the cloud service and medical information systems or a telemedicine network.				
Possibility of transferring the results of the examinations to the medical information system or the electronic medical record.				
The cloud server must be for the countries concerned. The country must be able to decide whether to opt for storage in a national data center or in hybrid mode				
2.22-Requirements for connection solution, solar energy solution,				
Stabilizers/inverters sized according to the total load of the installation				
A solar system if no electricity or unstable electricity (sized according to the total load of the installation, the solar system must have an autonomy of at least 24 hours. If an electricity network exists, it must be able to use it to automatically charge the batteries in the absence of sunlight.				
Interconnection solution with a redundancy function that will add one or more links already functional on the site to the proposed connection. Optimized to get the most out of VSAT, fiber optics, 4/5G network or other radio link technologies.				
III-OTHER REQUIREMENTS				
3.1-Standard requirements:				
Delivery time ____ calendar days.				
Current and valid manufacturer's certificate of compliance with ISO 13485.				
Certificate of commitment from the unit's legal manufacturer stating that they will honor the warranty in the event of a change of distributor/supplier.				

Technical specifications requested	Proposed technical specifications	Country of origin	Branded (for branded items)	Model (for items with a model)
	Proposed Specifications			
The cost of transportation to the site, delivery, installation and on-site testing (health facility) on behalf of the provider and notification of the provider to the recipient and the respective regional offices prior to delivery.				
The manufacturer's certificate stating that the brand must have been present in the local market for at least five (5) years and ten (10) years in the international market.				
3.2-Training Requirements				
The supplier must provide training, orientation and demonstration of the product for users and maintenance personnel of the health facility.				
The training certificate must be noted/signed by the head of the establishment.				
3.3-After-sales service				
Certificate from the bidder stating that the spare parts will be available at the authorized service center(s) of the selected countries for a period of five (5) years after the end of production of the same model.				
3.4-Warranty Certificate				
Minimum of one (1) year for manufacturing and service Warranty Certificate upon delivery, inspection and acceptance and after required end-user training				
3.5-Special provisions				
1. Non-removable DOH letters visibly displayed on the front.				
2. Rewritable property marking (sticker)				

C. Rules for testing and quality control

Inspections

Factory Inspections: Not applicable

Post-Delivery Inspections: Yes, at the time of delivery and unpacking of Information Technology hardware and software and other Related Goods to the Site(s)

Interim commissioning tests

In addition to its standard assembly checks and tests, the Supplier (with the assistance of the Buyer) MUST carry out the following tests on the System and its Subsystems before the Installation is deemed to have been completed and the Buyer issues the Installation Certificate(s) (in accordance with the provisions of Clause 26 of the CCAG and the corresponding Clauses of the CCAC).

System Whole: Interim Commissioning Tests for the Entire System are as follows: Testing at the end of design and installation

Operational acceptance tests

The Purchaser (with the assistance of the Supplier) shall carry out the following tests on the System and its Subsystems after Installation to ensure that the System and its Subsystems meet all the specifications prescribed for Operational Acceptance (in accordance with the provisions of Clause 27 of the CCAG and the corresponding Clauses of the CCAC).

System-Wide: System-wide Commissioning Tests are as follows: Post-Design Test, In-Service Test and Six (06) Month Trial.

d. Service Specifications – Ongoing Costs

Interconnection solution with a redundancy function that will add one or more links already functional on the site to the proposed connection. Optimized to get the most out of VSAT, fiber optics, 4/5G network or other radio link technologies.

In summary, the telemedicine solution must be able to work permanently on a site that does not have electricity (solar energy solution) and or on a site not covered by the internet network except for the VSAT network.

The supplier will mobilise a multidisciplinary team to maintain telemedicine equipment, the solar energy solution and the Internet solution:

Perform maintenance throughout the contract period. To this end, the company will provide one (01) replacement machine if the problem arises and is related to the equipment.

Provide user support in person or online.

The response time will depend on the anomaly, i.e. a maximum of 4 hours for online care and 72 hours for field travel.

4. Plans

This Tender Document *includes no plans*

5. Inspections and Tests

The following inspections and tests will be carried out: Functionality tests.

Section VI. General Administrative Clauses (GAC)

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General Administrative Clauses

1. Definitions

- 1.1 The following terms and expressions shall have the meanings ascribed to them herein:
- a) "Contract" refers to all the rights and obligations assumed by the parties in respect of the performance of supplies and services. The contractual documents and documents are listed in the Deed of Commitment.
 - b) "Contractual Documents" means the documents referred to in the Deed of Commitment, including any amendments to such documents.
 - c) "Contract Amount" means the price payable to the Contractor, in accordance with the Deed of Commitment signed, subject to any addition and modification or deduction of said price, which may be made under the Contract.
 - d) "Day" means a calendar day.
 - e) "CCAG" means the General Administrative Clauses.
 - f) "Supplies" means all products, raw materials, machinery and equipment and/or any other materials that the Contractor is required to deliver to the Contracting Authority in performance of the Contract.
 - g) "Contracting Authority" means the entity purchasing the supplies and related services, as identified in the PACC.
 - h) "Ancillary Services" means the services relating to the supply of the goods, such as insurance, installation, training and initial maintenance, as well as any similar obligations of the Licensee in connection with the Contract.
 - i) "CCAP" means the Special Administrative Clauses.
 - j) "Subcontractor" means any individual, private person or governmental entity or any combination thereof, to whom any part of the Supplies or Related Services is subcontracted by the Holder.
 - k) "Contractor" means the natural or legal person awarded the contract and who is designated as such in the Deed of Commitment.

- l) "Final Destination" means the location identified in the PACC, if applicable.
 - m) "UEMOA" refers to the West African Economic and Monetary Union.
- 2. Contract documents**
- 2.1 Subject to the order of precedence set forth in the Deed of Commitment, all documents constituting the Contract (and all parts thereof) are correlative, complementary, and mutually explanatory. The Deed of Commitment is read as forming a whole.
- 2.2 Documents to be issued to the Contractor in the event of a pledge of the contract.
- Upon notification of the contract, the Contracting Authority shall issue to the Contractor, free of charge, against receipt, a certified copy of the Deed of Commitment and the other documents referred to in paragraph 2 of the said Deed of Commitment, with the exception of the CCAG.
- The Contracting Authority shall also issue, free of charge, to the Contractor, to the co-contractors and to the subcontractors paid directly the documents necessary for the pledge of their claims.
- 3. Penalties for misconduct by candidates or holders of public contracts**
- 3.1 The Republic of Senegal requires candidates, and the holders of its public contracts, to respect the strictest rules of professional ethics during the award and execution of these contracts. Sanctions may be imposed by the Dispute Resolution Committee of the Body responsible for the regulation of public procurement against candidates and contract holders in the event of a finding of violations of the rules of public procurement committed by the interested parties. A candidate or holder who:
- a) has granted or promised to grant to any person involved in any capacity whatsoever in the procurement procedure an undue advantage, pecuniary or otherwise, directly or through intermediaries, with a view to obtaining the contract;
 - b) participated in collusion practices between candidates in order to set bid prices at artificial and non-competitive levels, depriving the contracting authority of the benefits of free and open competition;
 - c) has influenced the method of awarding the contract or the definition of the services in such a way as to benefit from an undue advantage;

- d) has deliberately provided false or misleading information or statements in its tender that may affect the outcome of the procurement procedure;
- e) has drawn up payment claims that do not correspond to the services actually provided.

3.2 Violations committed shall be noted by the Dispute Resolution Committee, which shall conduct all necessary investigations and refer the matter to all competent authorities. Without prejudice to criminal proceedings and actions for compensation for the damage suffered by the contracting authority, the following sanctions may be imposed, and, as the case may be, cumulatively:

- confiscation of the guarantees provided by the offender in the context of the procurement procedures in which he participated;
- exclusion from the right to compete for public contracts, public service delegations and partnership contracts for a fixed period depending on the seriousness of the misconduct committed.

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

Where the infringements committed are established after the award of a contract, the sanction imposed may be accompanied by the termination of the current contract or the substitution of another undertaking at the risk and peril of the sanctioned offender.

The offender has recourse before the courts with administrative jurisdiction against the decisions of the Dispute Resolution Committee. This appeal does not have suspensive effect.

4. Interpretation

4.1 If the context requires it, 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 trade term and the corresponding rights and obligations of the parties to the Contract are those prescribed by the International Trade Terms - Incoterms.
- b) The terms EXW, CIP, RFP and other similar terms shall be governed by the rules prescribed in the latest edition of

Incoterms specified in the SCC and published by the International Chamber of Commerce (ICC) in Paris, France.

4.3 Entire Agreement

The Contract represents the totality of the contractual provisions agreed upon by the Contracting Authority and the Contractor with respect to its subject matter, and supersedes all communications and agreements (whether written or oral) entered into between the parties with respect to its subject matter prior to the date of the Contract.

4.4 Endorsements

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

4.5 No waiver

- a) Subject to the provisions of clause 4.5(b) of the CCAG below, no release, abstention, delay or indulgence by either party in enforcing any of the terms and conditions of the Contract, or the fact that either party grants an extension of time to the other, shall prejudice the rights vested in that party by the Contract, nor to affect or restrict them; similarly, the waiver by one of the parties to seek compensation for any breach of the Market shall not be construed as a waiver of any claim for compensation for subsequent or persistent breach of the Contract.
- b) Any waiver of a party's rights, powers or remedies under the Contract shall be in writing, dated and signed by an authorized representative of the party granting such waiver, and shall specify the right waived and the scope of the waiver.

4.6 Divisibility

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

5. Tongue

- 5.1 The Contract and all correspondence and documentation relating to the Contract exchanged between the Contractor and the Contracting Authority shall be drawn up in the French language. Additional documents and printed materials forming part of the

Contract may be written in another language, provided that they are accompanied by an accurate translation into French of the passages deemed relevant by the Contracting Authority. In this case, for the purposes of interpretation of the Contract, this translation shall be authoritative.

5.2 The Licensee shall assume all costs of translation into the applicable language and all risks relating to the accuracy of such translation, with respect to the documents it provides.

6. Grouping

6.1 If the Contractor is a consortium, unless otherwise provided for in the **CCAP**, all members shall be jointly and severally liable to the Contracting Authority to comply with the terms of the Contract, and they shall appoint one or more members to act as joint agent with power to bind the consortium. The composition or constitution of the grouping may not be changed without the prior written consent of the Contracting Authority.

7. Origin criteria

7.1 Unless otherwise provided in **CCAP**, the holders of contracts whose financing is provided for by the budgets of the contracting authorities subject to the Public Procurement Code must be Senegalese companies or companies from a WAEMU member State that are duly licensed or exempt from the licence and registered in the Trade and Personal Property Credit Register or in the Trade Register in Senegal or in one of the said States.

8. Notification

8.1 Any notice sent to either party by the other party under the Procurement shall be given in writing to the address specified in the **CCAP**. The expression "in writing" means transmitted in writing with acknowledgement of receipt.

8.2 A notification shall take effect on the date on which it is delivered or on the date on which it enters into force, whichever is later.

9. Applicable law

9.1 The Contract shall be governed by and construed in accordance with the laws of Senegal, unless the **CCAP** does not provide otherwise.

**10. Dispute
Settlement**

10.1 Settlement:

a) The Contracting Authority and the Contractor shall use their best endeavours to settle amicably, through direct and informal negotiation, any dispute between them or in connection with the Contract.

b) The contracting authority or the Contract Holder may appeal to the Dispute Resolution Committee attached to the Body responsible for

the Regulation of Public Procurement. This appeal does not have suspensive effect on the performance of the contract.

10.2 Contentious appeals:

- a) If the parties have not been able to resolve their dispute amicably, the dispute will be submitted to the competent Senegalese court at the initiative of the Contracting Authority or the Contractor, subject to the provisions of the CCAC.
- b) Notwithstanding any reference to the contentious remedy, the parties shall continue to perform their respective contractual obligations, unless they mutually agree otherwise, and the Contracting Authority shall pay to the Licensee any amount due to it.

11. Purpose of the Contract

11.1 The Supplies and Related Services relating to this Procurement are those set out in Section IV, Schedule of Quantities, Delivery Schedule, Technical Specifications, Plans, Inspections and Tests.

12. Delivery

12.1 Pursuant to clause 32.1 of the CCAG, the delivery of the Supplies and the provision of the Related Services will be made in accordance with the delivery and completion schedule set out in the Bill of Quantities and the Delivery Schedules. The CCAP sets out the details of the shipment and will indicate the other documents and documents to be provided by the Holder.

13. Responsibilities of the Registrant

13.1 The Contractor shall provide all Supplies and related Services included in the subject matter of the Contract pursuant to clause 11 of the CCAG and the delivery and completion schedule, in accordance with clause 12 of the CCAG.

14. Contract Amount

14.1 The price charged by the Contractor for the Supplies delivered and for the related Services rendered under the Contract shall not vary from the price indicated by the Contractor in its offer, except for the price changes permitted in the CCAP.

15. Terms of payment

15.1 The price of the Contract will be settled in accordance with the provisions of the CCAP.

15.2 The Contractor shall submit its claim in writing to the Contracting Authority, together with invoices describing, as appropriate, the supplies delivered and related services rendered, and the documents and exhibits submitted in accordance with clause 12 of the CCAG, and after having fulfilled all obligations specified in the Contract.

15.3 Payments due to the Licensee shall be made without delay by the Contracting Authority, and no later than forty-five (45) days after

the invoice or request for payment by the Licensee, and after its acceptance by the Contracting Authority.

15.4 In the event that the Contracting Authority fails to make a payment due by its due date or within the period specified in the **SMCC**, the Contracting Authority shall be required to pay to the Holder default interest on the amount of the late payment, at the rate(s) specified in the **SMCC** for the entire period of delay until full payment of the price, whether before or following a judgment or arbitral award.

16. Taxes and duties

16.1 Unless otherwise provided in **CCAP**, the Licensee shall be fully responsible for the payment of all taxes, stamp and registration duties, patents and fees due under the Contract.

16.2 A regulatory fee is payable by the Contractor to the Public Procurement Regulatory Agency at the rate provided for in **CCAP**.

16.3 If the Account Holder is entitled to tax exemptions, reductions, allowances or privileges, the Contracting Authority will make every effort to enable the Account Holder to benefit from them.

17. Guarantee of good performance

17.1 Within fourteen (14) days of receipt of the notification of award of the Contract, the Contractor shall provide a guarantee for the proper performance of the Contract, for the amount specified in the **CCAP**.

17.2 The Performance Security shall be payable to the Contracting Authority in compensation for any loss resulting from the Contractor's failure to perform all of its obligations under the Contract.

17.3 The Performance Bond will be presented in one of the forms stipulated by the Contracting Authority in the **PACC** or in any other form acceptable to the Contracting Authority.

17.4 The Contracting Authority shall release and return to the Contractor the Performance Bond no later than twenty-eight (28) days after the date of completion of the Contractor's obligations in respect of the performance of the Contract, including the guarantee obligations.

18. Copyright

18.1 The copyright in all plans, documents and other materials containing data and information provided to the Contracting Authority by the Licensee shall remain the property of the Licensee or, if provided directly to or through the Contracting Authority by a third party, including suppliers of materials, the copyright in such materials shall remain with such third party.

19. Confidential Information

- 19.1 The Contracting Authority and the Contractor shall respect the confidentiality of any document, data or other information provided directly or indirectly by the other party under the Contract, and shall not disclose such documents without the written consent of the other party, whether such information was provided before, during or after the performance or termination of the Contract. Notwithstanding the above provisions, the Contractor may provide its subcontractor with any documents, data and other information that it receives from the Contracting Authority to the extent necessary to enable the subcontractor to perform its services in accordance with the Contract, in which case the Contractor shall request the said subcontractor to enter into a confidentiality undertaking similar to the undertaking imposed on the Contractor under clause 19 of the CCAG.
- 19.2 The Contracting Authority shall not use any documents, data and other information received from the Contractor for any purpose other than those of the Contract. In the same way, the Contractor shall not use any documents, data and other information received from the Contracting Authority for any purpose other than the performance of the Contract.
- 19.3 However, the obligation imposed on a party under clauses 19.1 and 19.2 above will not apply to the following information:
- a) those that the Contracting Authority or the Contractor must share with institutions participating in the financing of the Contract;
 - b) those which, now or in the future, belong or will belong to the public domain, without the party in question having committed any fault;
 - c) those for which it can be proved that they were in the possession of the party in question when they were communicated and that they had not been previously obtained, directly or indirectly, from the other party; or
 - d) those that are legitimately made available to the party in question by a third party not bound by the duty of confidentiality.
- 19.4 The above provisions of clause 19 of the CCGA do not in any way modify a confidentiality agreement given by either party prior to the date of the Contract in respect of all or part of the supply.

- 19.5 The provisions of clause 19 of the CCAG shall survive the completion or termination of the Contract for any reason.
- 20. Outsourcing**
- 20.1 The Contractor shall notify the Contracting Authority in writing of all subcontracts awarded under the Contract if it has not already done so in its bid. Such notification, provided in the offer or subsequently, shall not relieve the Licensee of any liability, nor shall it release it from any of its obligations under the Contract.
- 20.2 Subcontracts will comply with the provisions of clauses 3 and 7 of the CCAG.
- 21. Specifications and Standards**
- 21.1 Technical Specifications and Plans
- a) The Supplies delivered under the Contract and related Services must comply with the Technical Clauses specified in Section IV: Schedule of Quantities, Delivery Schedule, Technical Specifications, Plans, Inspections and Tests, of the Tender Document. If no standard is specified therein, the standard shall be deemed to be equivalent to or superior to the official standards whose application is appropriate in the country of origin of the Supplies.
- b) The Licensee may not be liable for any design study, data, plan, specification or other document, or any modification thereof, provided or designed by or on behalf of the Contracting Authority by giving the Contracting Authority notice that the Contracting Authority disclaims its liability.
- c) Where the Contract refers to the codes and standards according to which it will be performed, the edition or revised version of such codes and standards shall be that specified in the Technical Specifications. During the performance of the Contract, changes to such codes and standards shall be applied only after the approval of the Contracting Authority and shall be dealt with in accordance with clause 32 of the CCAG.
- 22. Packaging and documents**
- 22.1 The Licensee shall package 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 will be sufficient to withstand rough handling and extreme temperatures, salt and precipitation, and open storage in all circumstances. The dimensions and weight of the boxes will take into account, whenever necessary, the remoteness of the final destination of the supplies and the possible absence of heavy handling equipment at all stages of transport.

- 22.2 The packaging, marking, labelling and documentation inside and outside the crates shall be in strict accordance with the provisions specified in the Contract and subsequent instructions, if any, under the **CCAC**, and any other instructions given by the Contracting Authority.
- 23. Insurance**
- 23.1 Unless otherwise specified by the **CCAP**, the Supplies delivered under this Contract shall be fully insured in FCFA or a freely convertible currency against any loss or damage arising from their manufacture or acquisition, transport, storage and delivery in accordance with the Incoterms in force or in the manner specified in the **CCAP**.
- 24. Transport**
- 24.1 Responsibility for the transportation of the Supplies is assumed by the party specified in the applicable Incoterms.
- 25. Inspections and Testing**
- 31.1 The Contractor shall carry out at its own expense and free of charge for the Contracting Authority all tests and/or inspections relating to the supplies and related services stipulated in the **CCA**.
- 31.2 Inspections and tests may be carried out at the premises of the Contractor or its subcontractor, at the point of delivery and/or at the place of final destination of the supplies or at any place referred to in the **CCAP**. Subject to clause 25.3 of the **CCAG**, if testing and/or inspections take place at the premises of the Licensee or its subcontractor, all reasonable facilities and assistance, including access to manufacturing plans and information, will be provided to inspectors, at no cost to the Contracting Authority.
- 25.3 The Contracting Authority or its authorized representative shall have the right to attend the tests and/or inspections referred to in clause 25.2 of the **CCAG**, provided that the Contracting Authority shall bear all costs and expenses incurred in connection therewith, including, but not limited to, all travel, subsistence and accommodation costs.
- 25.4 As soon as the Licensee is ready to conduct such tests and inspections, the Licensee shall notify the Contracting Authority with reasonable notice, indicating the location and date of such tests and inspections. The Licensee will obtain from any third party or the manufacturer concerned, any authorization or consent necessary to allow the Contracting Authority or its authorized representative to attend the testing and/or inspection.
- 25.5 The Contracting Authority may require the Contractor 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, provided that the reasonable cost to the Contractor of such additional tests and/or inspections shall be added to the price of the Contract. In addition, if such tests and/or inspections impede further manufacturing and/or prevent the Licensee from fulfilling its other obligations relating to the Contract, due account shall be taken of this in the delivery dates and execution times and in respect of the fulfilment of the other obligations so affected.

25.6 The Permittee shall provide the Contracting Authority with a report presenting the results of the tests and/or inspections carried out.

25.7 The Contracting Authority may refuse any or all supplies that are defective or that do not conform to specifications. The Licensee shall make the necessary corrections to or replace or modify the rejected supplies to conform to the specifications at no cost to the Contracting Authority, and shall renew the testing and/or inspection, at no cost to the Contracting Authority, upon notification in accordance with clause 25.4 of the CCAG.

25.8 The Licensee acknowledges that neither the performance of a test and/or inspection of all or part of the supplies, nor the presence of the Contracting Authority or its authorized representative during a test and/or inspection of the supplies, nor the submission of a report pursuant to clause 25.6 of the CCAG, shall relieve the Licensee of its warranty obligations or other obligations stipulated in the Contract.

26. Penalties

26.1 Subject to the provisions of clause 31 of the CCAG, if the Contractor fails to deliver any or all of the Supplies or to render the Services provided for within the time specified in the Contract, the Contracting Authority may, without prejudice to any other remedies it has under the Contract, deduct from the Contract price, by way of penalties, a sum equivalent to the percentage stipulated in the **SMCC** of the price of the Late Delivered Supplies or Related Services not performed, for each week or part of a week of delay, until actual delivery or performance, up to a maximum amount corresponding to the percentage of the Contract amount indicated in the **SMCC**. When this maximum is reached, the Contracting Authority may terminate the Contract pursuant to clause 34 of the CCAG.

27. Guarantee

27.1 The Licensee warrants that the Supplies are new and unused, that they are of the latest or current model, and that they include all

the latest design and material improvements, unless otherwise provided for in the Contract.

- 27.2 Subject to clause 21.1(b) of the CCAG, the Licensee further warrants that the supplies will be free from any defects related to any act or omission of the Licensee or related to a defect in design, materials and workmanship, which may prevent their normal use under the particular conditions in Senegal.
- 27.3 Unless otherwise provided by the **PACC**, the warranty shall remain valid for twelve (12) months after delivery of all or part of the supplies, if any, to their final destination as specified in the **PACC**, as specified in the Contract.
- 27.4 The Contracting Authority shall notify the Holder of any complaint as soon as possible after the defects have been established, indicating the nature of the defects and providing available evidence. The Contracting Authority will allow the Licensee to inspect such defects.
- 27.5 Upon receipt of such a claim, the Licensee shall promptly repair or replace, within the time limit set out in the **PACC**, the defective supplies or parts, at no cost to the Contracting Authority.
- 27.6 If the Contractor, after receiving notice, fails to remedy the default within the period prescribed by the **PACC**, the Contracting Authority may undertake, within a reasonable period of time, at the Holder's risk and expense, any necessary remedies, without prejudice to any other remedies available to the Contractor against the Contractor under the Contract.

28. Patents

- 28.1 Provided that the Contracting Authority complies with clause 28.2 of the CCAG, the Licensee shall indemnify and hold harmless the Contracting Authority, its employees and directors, against any and all legal proceedings, damages, claims, losses, penalties and costs of any kind, including attorneys' fees, which may be brought or incurred by the Contracting Authority as a result of any actual or alleged infringement of any patent, 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 Licensee or the use of the supplies in Senegal; and
 - b) the sale in any country of the goods produced by means of the supplies.

This indemnification obligation shall not cover any use of the Supplies or any part of the Supplies for any purpose other than

those set out in the Contract or which can reasonably be inferred from it, in accordance with the Contract.

- 28.2 In the event that any proceedings or claims are brought against the Contracting Authority in the context of clause 28.1 of the CCAG, the Contracting Authority shall forthwith notify the Holder thereof by giving notice to that effect, and the Licensee may, at its own expense and on behalf of the Contracting Authority, conduct such proceedings or the settlement of such claim, and to enter into any negotiations with a view to settling such proceedings or claims.
- 28.3 If the Registrant does not notify the Contracting Authority, within twenty-eight (28) days of receipt of the notification, that it intends to conduct such proceedings or claims, the Contracting Authority shall be free to do so on its own behalf.
- 28.4 The Contracting Authority shall, if requested by the Contractor, provide the Contractor with all available assistance to ensure the conduct of the proceedings or the settlement of the claim, in which case the Contractor shall reimburse the Contracting Authority for all reasonable costs incurred by the Contracting Authority in doing so.
- 28.5 The Contracting Authority shall indemnify and hold harmless the Licensee, its employees, directors and subcontractors, from and against any and all legal proceedings, damages, claims, losses, penalties and expenses of any kind, including attorneys' fees, whether such action is brought against the Licensee, or such costs are borne by the Licensee, as a result of any actual or alleged infringement of any patent, registered design, trademark, copyright or intellectual property rights registered or in force at the date of the Contract, in respect of plans, data, drawings, specifications or other documents or materials provided or designed by or on behalf of the Contracting Authority.

29. Limitation of Liability

- 29.1 Except in cases of gross negligence or willful misconduct:
- a) Neither party shall be liable to the other for any indirect or consequential loss or damage, loss of use, loss of production or loss of profits or financial charges, provided that this exception does not apply to any of the Licensee's obligations to pay contractual penalties to the Contracting Authority;
 - b) The aggregate obligation that the Licensee may assume to the Contracting Authority under the Contract or under civil or other liability shall not exceed the amount of the

Contract, provided that this limitation of liability shall not apply to the costs of repairing or replacing defective equipment, nor to the Licensee's obligation to indemnify the Contracting Authority in the event of infringement of a patent.

30. Changes to Acts and Regulations

30.1 Unless otherwise provided in the Contract, if after the date corresponding to 28 days prior to the date of submission of tenders, a local law, decree, order or regulation having the force of law is adopted, promulgated, repealed or amended in Senegal (including any change in the interpretation or application of such text by the competent authorities) in a manner that affects the date of delivery and/or the price of the Contract, the said delivery date and/or the said price of the Contract shall be revised upwards or downwards, as the case may be, to the extent that the Contractor has been affected thereby in the performance of any of its obligations under the Contract. Notwithstanding the above, the surcharge or cost reduction will not be paid or credited separately if such surcharge or reduction has already been taken into account in the provisions relating to price adjustments as necessary, in accordance with clause 14 of the CCAG.

31. Force majeure

31.1 The Contractor shall not be exposed to the seizure of its performance bond, penalties or termination of the Contract for non-performance if, and to the extent that, its delay or any other failure to perform its obligations under the Contract is due to a case of Force Majeure.

31.2 For the purposes of this Clause, the term "Force Majeure" means an event beyond the control of the Holder, which is not attributable to the Holder's fault or negligence and which is unforeseeable and unavoidable. Such events may include, but are not limited to, acts of the Contracting Authority under the sovereignty of the State, wars and revolutions, fires, floods, epidemics, quarantine measures and embargoes on freight.

31.3 In the event of Force Majeure, the Contractor shall notify the Contracting Authority without delay in writing of the existence of such force and the reasons for it. Subject to written instructions to the contrary from the Contracting Authority, the Contractor will continue to fulfil its contractual obligations to the extent possible, and will endeavour to continue to fulfil the obligations the performance of which is not hindered by the event of Force Majeure.

32. Change Orders and Contract Amendments

32.1 The Contracting Authority may at any time request the Contractor, by notification, in accordance with the provisions of clause 8 of

the CCAG, to make changes within the general framework of the Contract, in one or more of the following areas:

- a) plans, designs or specifications, where the supplies to be delivered under the Contract are to be manufactured specifically for the Contracting Authority;
- b) the method of shipping or packaging;
- c) the place of delivery; and
- d) the Ancillary Services to be provided by the Licensee.

32.2 If any of the above changes result in an increase or decrease in the cost or time required for the Licensee to perform any part of the Contract, the contract price and/or delivery/delivery schedule will be changed in an equitable manner and the contract will be amended accordingly. Any request for adjustment made by the Licensee under this clause shall be filed within twenty-eight (28) days of the date of receipt by the Licensee of the change order issued by the Contracting Authority.

32.3 The price charged by the Licensee for the provision of any ancillary services that may be required but not included in the Contract will be agreed upon in advance by the parties and will not exceed the rates charged by the Licensee to other customers for similar services.

32.4 Subject to the above provisions, no variation or modification of the terms of the Contract shall be made other than by a written amendment signed by the parties.

**33. Extension of
time limits**

33.1 If at any time during the performance of the Contract, the Contractor or its subcontractors encounter a situation which prevents them from delivering the supplies or related services within the time limits set out in clause 12 of the CCAG, the Contractor shall immediately notify the Contracting Authority of the delay in writing, its likely duration and the reason. As soon as possible after receipt of the notification made by the Contractor, the Contracting Authority shall assess the situation and may, at its discretion, extend the time limits set for the Contractor to perform the Contract, in which case the extension shall be confirmed by the parties, by way of an amendment to the contract.

33.2 With the exception of the case of force majeure referred to in clause 31 of the CCAG, a delay on the part of the Holder in the performance of its obligations will expose it to the application of

the penalties provided for in clause 26 of the CCAG, unless an extension of time has been granted under clause 33.1 of the CCAG.

34. Termination

34.1 Termination for default by the Account Holder

- a) The Contracting Authority may, without prejudice to any other remedies available to it in the event of breach of contract, notify the Contractor in writing of the termination for breach of its obligations of all or part of the Contract:
 - i) if the Licensee fails to deliver all or part of the supplies within the time limits specified in the Contract or within the deadlines extended by the Contracting Authority in accordance with the provisions of clause 33 of the CCAG; or
 - ii) if the Licensee fails to perform any other obligation under the Contract.
- b) The contracting authority may only terminate the contract holder for failure to comply with its obligations under the provisions of clause 34.1(a) of the CCAG after a prior notice of default has remained ineffective within the period set out in the formal notice.
- c) In the event that the Contracting Authority terminates all or part of the Contract, pursuant to the provisions of clause 34.1 (a) of the CCAG, the Contracting Authority may acquire, on such terms and in such manner as it deems appropriate, supplies or related services similar to those not received or not performed and the Contractor shall be liable to the Contracting Authority for any additional costs resulting therefrom. However, the Licensee will continue to perform the Contract to the extent that it is not terminated.

34.2 Termination by operation of law without compensation

The contract is terminated by operation of law without compensation:

- a) in the event of the death of the Contractor who is a natural person, if the Contracting Authority does not accept, if necessary, the offers that may be made by the heirs for the continuation of the work;
- b) in the event of bankruptcy, if the Contracting Authority does not accept, in the event that the trustee has been authorized by the court to continue the operation of the business, such offers as may be made by the said trustee for continuance;

- c) in the event of liquidation of assets or judicial settlement, if the Owner is not allowed to continue the operation of its business.

In the cases referred to in paragraphs (b) and (c) above, the precautionary or security measures which appear to be urgent, pending a final decision by the court, shall be taken ex officio and charged to the contractor.

34.3 Termination for convenience

- a) The Contracting Authority may at any time terminate all or part of the Contract by written notification addressed to the Contractor when the performance of the contract has become unnecessary or unsuitable in view of the needs of the public service. The notice of termination will specify that the termination is unilaterally for convenience, the extent to which the performance of the tasks stipulated in the Contract is terminated and the date on which the termination takes effect.
- b) The Contracting Authority shall take delivery, at the prices and conditions of the Contract, of the completed and ready for shipment Supplies within twenty-eight (28) days of the Holder's receipt of the notice of termination for convenience. For other remaining supplies, the Contracting Authority may decide to:
 - i) to have any part of such supplies completed and delivered at the prices and conditions of the Contract; or
 - ii) to cancel the remainder and to pay the Licensee an agreed amount for the partially completed Supplies and Related Services and materials already procured by the Licensee, in which case the Contracting Authority shall pay the Licensee a termination indemnity equal to five (5) percent of the value of the cancelled supplies.

35. Cession

- 35.1 Unless the other party has received the prior written consent of the other party, neither the Contracting Authority nor the Contractor will assign any of its contractual obligations under the Contract in whole or in part.

Section VII. Special Administrative Clauses (CCAP)

The Special Administrative Clauses (CCAC) specifies the General Administrative Clauses (CCAG). In the event of a contradiction, the following clauses shall prevail over the clauses of the CCAG.

[The Contracting Authority selects and inserts the appropriate text using the examples provided below or a different acceptable text; and deletes the text in italics]

CCLW 1.1 (g)	The Contracting Authority is: West African Health Organization (WAHO)
CCAG 1.1 (m)	The final destination(s) is: Ministry of Health of each country.
CCLW 4.2 (b)	Trade terms shall have the meaning prescribed by Incoterms (2020 version)
CCAG 6.1	<p><i>["Candidates for public contracts may join together to compete for public contracts in the form of groups of joint ventures or groups of joint ventures, provided that they comply with the rules prohibiting obstacles to competition.</i></p> <p><i>The members of the consortium are joint when each of its members undertakes to perform one or more parts of the contract identified as to their nature and price without incurring liability for the performance of the other parts of the contract. The members of the grouping are jointly and severally liable when each of its members is committed to the entire contract. »</i></p> <p><i>In general, the Contracting Authority will want the grouping to be jointly and severally responsible, and there will be no need to amend the CCAG. In the event that the Contracting Authority wishes the grouping to be joint, insert the following provision here: "the members of the grouping shall be joint within the meaning of the revised ECOWAS Procurement Code"],</i></p>
CCAG 7.1	<i>Not applicable</i>
CCAG 8.1	<p>For notification purposes, the Contracting Authority's address will be:</p> <p>Attention: Director General of WAHO,</p> <p>City: Bobo Dioulasso,</p>

	<p>Sector: 01-Province of Houet - 175</p> <p>Avenue: Dr Ouezzin Coulibaly</p> <p>Country: Burkina Faso</p> <p>Phone: +226 20 97 57 75</p> <p>Fax: +226 20 97 57 72</p> <p>procurement@diffusion.wahooas.org with a copy aouedraogo@wahooas.org</p>
CCAG 10.2	The parties shall endeavour to settle amicably any dispute relating to the contract that may arise between them. In the event of failure of the amicable settlement, the dispute will be submitted to arbitration by the ECOWAS Court of Justice.
CCAG 12.1	Details regarding boarding documents and other documents to be provided by the Holder are: not applicable
CCAG 14.1	<p>The price of Supplies delivered and related services performed "shall be firm"</p> <p>The amount of a fixed-price contract may be discounted to take account of variations in costs between the deadline for the validity of the tenders and the date on which the performance of the contract begins, by applying the following updating formula to the original amount of the tender:</p> $P1 = P0 (a L1/Lo + b Mb1/Mbo + c Mc1/Mco + \dots)$ <p>in which:</p> <p>P1 = Discounted price. P0 = Market price (base price). has = The estimated percentage of the labour component in the Market Price. b, c, = Estimated percentages of specific materials and materials in the Market Price. L0, L1 = labour cost indices applicable to the industry concerned, at the deadline for the validity of tenders and at the date of price discount, respectively. Mb0 and Mb1, Mc0 and Mc1, etc... = price indices of the main basic materials at the bid validity deadline and the price update date, respectively.</p> <p>The sum of the elements a, b, c, etc... must always be equal to one (1) in each case where the formula is used.</p>

	The date of updating of the price is the date on which the notification of the final award of the contract is made.
CCLW 15.1	<i>As the case may be</i>
	<p>Payment terms</p> <p>For each solution to a country:</p> <p>Start-up advance: 30% subject to the issuance of a bank guarantee covering the amount of the advance at 100%.</p> <p>Payment of the balance: 70% of the contract amount following the receipt of the installed and functional solution.</p>
CCAG 15.4	<p>The period beyond which the Contracting Authority will pay default interest to the Holder is <i>120 days</i></p> <p>The applicable default interest rate will be the rate adopted by the Central Bank of the member countries where the contract is to be performed plus one (1) Entity point</p>
CCAG 16.1	
CCAG 17.1	The amount of the performance bond will be ten (10) percent of the amount of the Contract.
CCAG 17.3	The performance guarantee will be: <i>a bank guarantee</i>
CCAG 20.1	N/A
CCAG 22.2	The packaging, marking and documents placed inside and outside the cases will be: <i>N/A</i>
CCAG 25.1	The Inspections and Tests are: <i>Functionality Testing</i>
CCAG 25.2	Inspections and trials will be carried out at: <i>Ministry of Health of the beneficiary country of the telemedicine solution</i>
CCAG 26.1	The late payment penalty will be: <i>1/2000 per day of delay</i>
CCAG 26.1	The maximum amount of late penalties will be <i>ten (10) percent of the amount of the Contract, beyond which the contract will be terminated</i>
CCAG 27.3	<i>12 months</i>
CCAG 27.5 and 27.6	The repair or replacement time will be: <i>10 days.</i>

Section VIII. Contract Forms

List of Forms

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1. Letter of Progress

[The Successful Bidder fills in this letter of Contract in accordance with the indications in italics]

PURSUANT TO THIS CONTRACT, entered into on the [date] _____ day of [month] _____ de __ [year] _____

COME IN

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

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

WHEREAS the Contracting Authority has solicited bids for certain Supplies and Related Services, namely *[insert brief description of Supplies and Related Services]* _____ and has accepted the Contractor's offer for the delivery of such Supplies and the provision of such Related Services, for an amount of *[insert Contract Amount]* _____ (hereinafter referred to as the "Contract Amount") and within a maximum period of time *[insert maximum time limit for the completion of related supplies and services]*.

IT WAS AGREED AND AGREED AS FOLLOWS:

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

2. The following documents shall be deemed to be an integral part of the Contract and to be read and construed as such:

- a) The present letter from Marche
- b) the Notification of Award of the Contract sent to the Contractor by the Contracting Authority;
- c) The offer and the price schedules presented by the Contractor;
- d) the Special Administrative Clauses;
- e) the General Administrative Clauses;
- f) the Quantity Schedule, Delivery Schedule, and Technical Specifications; and
- g) [Add any additional document(s) here _____]

3. This letter from Marche shall prevail over any other component of the Contract. In the event of a difference between the documents constituting the Contract, these documents shall prevail in the order in which they are listed above.

4. In consideration of the payments to be made by the Contracting Authority to the Licensee as set forth below, the Licensee hereby agrees with the Contracting Authority to

deliver the Supplies, perform the Related Services, and remedy defects in such Supplies and Related Services in all respects in accordance with the provisions of the Contract.

5. The Contracting Authority hereby agrees to pay to the Contractor, in consideration of the Supplies and Related Services, the amount of the Contract, or any other amount due under the Contract, on the due dates and in the manner prescribed by the Contract.

IN WITNESS WHEREOF, the parties to this Procurement have caused this document to be signed on the day and year hereinafter mentioned.

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

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

2A. Performance Bond Model (Guarantee Issued by a Financial Institution)

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

Date: *[insert date]*
AAO ID: *[insert ID]*

[Insert name and address of issuing bank]

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

Performance Bond Number: *[insert No]*

We have been informed that *[insert name of Contractor]* (hereinafter referred to as "the Contractor") has entered into Contract number *[insert No]* with your institution 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 Contract.

At the request of the Account Holder, we *[insert name of bank]* hereby undertake, without reservation and irrevocably, to pay you, on first demand, any amount that you may claim up to *[insert amount in figures; The Guarantor must insert an amount representing the amount or percentage mentioned in the Contract]* *[insert amount in words]*.

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

This guarantee expires on or before *the [insert date] day of [insert month] 2 [insert year]*,² and any request for payment must be received on or before that date.

This warranty is governed by the ICC Uniform Rules on Demand Security, ICC Publication No. 458.

[Insert name and position of the person authorized to sign the guarantee on behalf of the bank]

[Insert signature]

² The date is set in accordance with Article 17.4 of the General Administrative Clauses ("GACC"), taking into account any warranty obligation of the Licensee under Article 27.2 of the CCAG/CCAP.

2A. Performance Bond Model (Guarantee Issued by a Financial Institution)

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

Date: *[insert date]*
AAO ID: *[insert ID]*

[Insert name and address of issuing bank]

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

Performance Bond Number: *[insert No]*

We have been informed that *[insert name of Contractor]* (hereinafter referred to as "the Contractor") has entered into Contract number *[insert No]* with your institution 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 Contract.

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

Your request for payment must be accompanied by a statement that the Contractor is not in compliance with the terms of the Contract.

This guarantee expires on or before *the [insert date] day of [insert month] 2 [insert year]*,³ and any request for payment must be received on or before that date.

This warranty is governed by the ICC Uniform Rules on Demand Security, ICC Publication No. 458.

[Insert name and position of the person authorized to sign the guarantee on behalf of the bank]

[Insert signature]

³ The date is set in accordance with Article 17.4 of the General Administrative Clauses ("GACC"), taking into account any warranty obligation of the Licensee under Article 27.2 of the CCAG/CCAP.

3. Advance repayment guarantee model (guarantee issued by a financial institution)

[At the request of the Successful Tenderer, the financial institution shall complete this standard guarantee in accordance with the indications in italics]

Date: *[insert date]*
AAO ID: *[insert ID]*

[Insert name and address of issuing bank]

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

Advance Guarantee Number: *[insert No]*

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

In addition, we understand that a prepayment guarantee is required under the terms of the Contract.

At the request of the Account Holder, we *[insert name of bank]* hereby unreservedly and irrevocably undertake to pay you, on first demand, any sums of money that you may claim up to the limit of *[insert amount in figures; the Guarantor must insert an amount representing the amount or percentage mentioned in the Contract] [insert sum in words]*. Your request for payment must be accompanied by a statement that the Contractor is not in compliance with the terms of the Contract.

Any request and payment under this guarantee is conditional on the receipt by the Holder of the advance mentioned above in his account bearing the number *[insert bank account number]* at *[insert name and address of the bank]*.

This warranty expires on or before the earlier of [*insert name of documents establishing delivery of the Supplies in accordance with the applicable INCOTERM*] or on the *[insert date]* day of *[insert month]* 2 *[insert year]*.⁴ All requests for payment must be received by this date at the latest.

This warranty is governed by the ICC Uniform Rules for On-Demand Security, ICC Publication No. 758.

[Insert name and position of the person authorized to sign the guarantee on behalf of the bank]

[Insert signature]

⁴ Insert the expected delivery date into the original delivery schedule.