



REGIONAL TENDER DOCUMENTS

Call for Tenders for Framework agreement for Goods (Single Envelope Tendering Process)

**ACQUISITION OF COMPUTER EQUIPMENT,
PERIPHERALS/ACCESSORIES AND
UNDER THE 2023 BUDGET FOR AND VIDEO CONFERENCE AND
INTERPRETATION EQUIPMENT FOR THE BENEFIT OF WAHO
AND ITS RCSDC AGENCY**

Contracting entity: West African Health Organization (WAHO)

Funding: WAHO Budget FY 2023

Regional Call for Tenders No: ROB/ ADMI-WAHO/2023/091

Country: BURKINA FASO

SEPTEMBER 2023

Call for Tenders for Framework agreement for Goods

(Single Envelope Tendering Process)

Contract Authority: West African Health Organization (WAHO)

Country: BURKINA FASO

Project name: West African Health Organization (WAHO)

Title of framework agreement: Acquisition of computer equipment, peripherals/accessories and video conferencing and interpretation equipment under the 2023 budget for WAHO and its RCSDC Agency

Reference no. AOR: ROB/ ADMI-WAHO/2023/091
2023

18 September

1. The West African Health Organization (WAHO) has provided in its 2023 budget and procurement plan resources to be allocated for the Procurement of computer equipment, peripherals/accessories and video conferencing and interpretation equipment under the 2023 budget for WAHO and its RCSDC Agency and intends to enter into follow-on contracts (periodic purchase orders) to be awarded under framework agreements signed with selected suppliers following regional competitive bidding.
2. WAHO is launching this regional invitation to tender with a view to concluding the said framework agreements. The contracting authority is the sole user within the meaning of the framework agreement. The framework agreement will be closed.
3. WAHO now invites eligible bidders to submit protected bids for this procurement. The estimated quantities for the duration of the framework agreement are defined below:

- **Lot 1: laptops ((WAHO)**

N°	Designation	Minimum quantities	Maximum quantity
1	iPad Pro 12.9 with accessories	1	3
2	HP EliteBook 840 G10 laptop, accessories, docking station	33	99
3	Headset with microphone	30	90
4	ZBook Firefly 14 G9 with dockstation	3	9

- **Lot 2: peripherals and accessories (WAHO)**

N°	Designation	Minimum quantities	Maximum quantity
1	Inverter battery 12v7Ah	60	180

N°	Designation	Minimum quantities	Maximum quantity
2	Inverter battery 12v17Ah	8	24
3	Micro-SSD 512GB hard disk	8	24
4	Laptop battery 820 G3/G4	5	15
5	Laptop battery 1040 G3	5	15
6	Laptop battery 1040 G4	8	24
7	Laptop power supply/charger 820G4/1040 G3	10	30
8	Power supply-charger USB-C for laptop 1040 G4	5	15
9	Charger - battery repairer	1	3
10	UPS	15	45
11	Roll of ethernet cable	1	3
12	Replacement battery cartridge for APC Smart-UPS2200 UPS	2	6
13	Charger for Fujitsu fi-7180 scanner	2	6
14	Pack of 100 RJ45 connectors	5	15
15	Pointer with USB dongle	63	189

- **Lot 3: server equipment (WAHO)**

N°	Designation	Minimum quantities	Maximum quantity
1	New-generation firewall	2	6
2	Firewall license for threat prevention	2	6
3	12-month firewall support subscription	1	3
4	Mikrotik CCR1036-8G-2S+ router	2	6
5	Mikrotik Switch 48 ports	1	3
6	Mikrotik 24-port switch	1	3

- **Lot 4: IT equipment (RCSDC)**

N°	Designation	Minimum quantities	Maximum quantity
1	New-generation firewall	2	6
2	Firewall license for threat prevention	2	6
3	12-month firewall support subscription	1	3
4	Mikrotik CCR1036-8G-2S+ router	2	6

N°	Designation	Minimum quantities	Maximum quantity
5	Mikrotik 24-port switch	2	6
6	Wireless access point controller	2	6
7	Laptop computer HP EliteBook 840 G10 with accessories	11	33
8	ZBook Firefly 14 G9 with dockstation	1	3
9	Color Printers HP Color LaserJet Pro M479dw	2	6
10	Cartridges for color printers HP Color Laserjet Pro M479dw	4	12
11	1.5 KVA UPS for computer systems and screens	15	45
12	Replacement batteries for 5 KVA UPS APC 5000VA Smart UPS Rack Mount 230V - SUA5000RMI5U	4	12
13	Charger - battery reparer	1	3
14	Headset with microphone	15	45
15	34-inch high-resolution curved external screen with built-in speakers and camera	2	6

- Lot 5: Video conferencing equipment WAHO**

N°	Designation	Minimum quantities	Maximum quantity	
1	Video projector	5	10	
2	Fixing accessories and miscellaneous	Ceiling bracket (white)	6	12
3		WiFi module (b/g/n)	6	12
4		Safety Wire	6	12
5		Ceiling support extension (450mm tube)	6	12
6		Carrying case	6	12
7		Dust filter	6	12
8		Ecran de projection motorisé 3,20x2,40m 4:3	2	4
9	IP PTZ camera for videoconference + Professional tripods	PTZOptics NDI Camera 30X, PT30X-NDI + Professional Tripods	4	8
10		NDI PTZ Camera with 20x Optical Zoom, HDMI/3G-SDI/IP simultaneous outputs, PoE support, Full HD 1080p@60fps Broadcast IP Live + Professional Tripods	2	4

N°	Designation	Minimum quantities	Maximum quantity
11	IP PTZ camera controller	3	6
12	Hardware video mixer	4	8
13	USB audio interface	9	18
14	SAMSUNG 65AU7172 televisions or equivalent	6	12
15	TV mounting accessories	6	12
16	Audio equipment - HK Audio speakers or equivalent	4	8
17	- Line amplifier 100v 130W	4	8
18	1600VA inverter	15	30
19	High-resolution 34-inch external curved screen with built-in speakers and camera	28	56

- **Lot 6: Interpretation equipment WAHO**

N°	Designation	Minimum quantities	Maximum quantity
1	WPNETTOUCH EclerNet Control Touch-Screen	6	12
2	interpreter console	6	12
3	Delegate console	75	150
4	Chairman's console	1	2
5	Discussion/interpreter control unit	1	2
6	Infrared transmitter	1	2
7	Central unit / Voting controller	1	2
8	Infrared receiver	100	200
9	Headset	150	300
10	Infrared radiator	2	4
	ACCESSORIES		
11	Round metal tube mounted on tripod	2	4
12	Tripod storage and protection cover	2	4
13	Hall rack	1	2
14	Cable between delegate consoles	51	102
15	Cable between delegate console and Interpretation unit	2	4
16	Cable between interpreter consoles	5	10
17	Cable between interpreter console and Interpretation unit	2	4

N°	Designation	Minimum quantities	Maximum quantity
18	Delegate console storage flight case	3	6
19	Interpreter console storage flight case	1	2
20	IR radiator storage flight case	1	2
21	Channel specification (Related services)	1	2

4. The framework agreements to be concluded will be single-user, closed framework agreements with multiple suppliers without a second-stage competition (subsequent contracts: purchase orders) for orders in the first two years. At the beginning of the third year, the suppliers who signed the framework agreements will be put out to tender to identify the new best offer.
- The single user authorized to purchase under the Framework Agreements is the **West African Health Organization (WAHO)**
 - The intention of this invitation to tender (first stage) is to conclude framework agreements with a maximum number of three suppliers per lot or group of lots awarded.
 - Once the framework agreements have been signed for the period specified in point 8 below, a subsequent contract (purchase order) will be signed with the supplier ranked first and best for the lot(s) at the end of this invitation to tender, or with the next-ranked supplier for the lot(s) when the first-ranked supplier is unable to fulfil the order, and so on, for the acquisition of IT equipment and peripherals/accessories under the 2023 budget for WAHO and its RCSDC Agency.
5. The conclusion of a framework agreement with a supplier does not impose any obligation on the WAHO to order goods under another contract. The conclusion of a framework agreement does not guarantee that a successful bidder will be awarded a subsequent contract (purchase order).
6. For this contract, bidders are required to provide a bid bond issued by a recognized bank in the following amount per lot
- lot 1 : 900,000 FCFA
 - lot 2 : 150,000 FCFA
 - lot 3 : 300,000 FCFA
 - lot 4 : 750,000 FCFA
 - lot 5 : 650,000 FCFA
 - lot 6 : 1,000,000 FCFA

7. Bidders must have achieved a minimum certified average turnover (see table below) over the last three (03) years (**2020, 2021 and 2022**) or since the company was founded. The required turnover per lot is :
 - lot 1 : 127,000,000 FCFA
 - lot 2 : 20,000,000 FCFA
 - lot 3 : 40,000,000 FCFA
 - lot 4 : 100,000,000 FCFA
 - lot 5 : 85,000,000 FCFA
 - lot 6 : 130,000,000 FCFA
8. The current competitive bidding process will be conducted through a regional tender, in accordance with the ECOWAS revised procurement code of September 2021.
9. Bidders will submit a single offer (including technical and financial) for this call for tenders organized in six (06) lots.
10. Lots are indivisible and bidders may submit bids for one or more lots and may be awarded one or more lots. Contracts will be awarded on a lot-by-lot basis, taking into account any discount that may be offered by the bidder in the event of the award of more than one (1) lot.
11. Framework agreements are concluded for a period of **four 04 years** from the effective date indicated in the framework agreement.
12. Interested eligible bidders may contact the procurement team : procurement@diffusion.wahooas.org; WAHO will respond to any request for clarification received no later than seven (7) calendar days prior to the bid submission deadline, to any request for clarification received no later than ten (10) calendar days prior to the bid submission deadline.
13. Any eligible candidate interested in the present notice may consult and download the tender documents from **September 20, 2023 at 10 a.m. GMT** on the website <https://data.wahooas.org/tenders/tenders/list>
14. Tenders must be written in one of the three (03) ECOWAS languages and sent electronically to <https://data.wahooas.org/tenders/tenders/list> no later than **November 03, 2023 at 12:00 pm UTC**.
15. Candidates who have submitted their bids must send the password for their protected bids to <https://data.wahooas.org/tenders/tenders/list>, no later than **November 03, 2023 at 12:00 pm UTC**.
16. On the date scheduled for the opening of bids, bidders may connect to the online opening session through the link received by email.

17. Tenders submitted by other means will not be opened and will be rejected.
18. Tenders must remain valid for **180 days** from the closing date.
19. WAHO reserves the right not to proceed with this invitation to tender in whole or in part.

Dr Melchior Athanase J C. AISSI
Director Genral



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Contracting entity: West African Health Organization (WAHO)

Funding: WAHO Budget FY 2023

Regional Call for Tenders No: ROB/ ADMI-WAHO/2023/091

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SPTEMBER 2023

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PART 1 – Tendering procedures

Section I - Instructions to Bidders (IS)

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Section I. Instructions to Bidders

A. General

1 Scope of the offer

- 1.1 As part of the specific contract notice, the framework tender agreement(s) for Goods, specified in the tender data sheet), **the contracting body, as specified in the TENDER DOCUMENTS, publishes this tender document (DAO)** as part of the primary procurement process of goods and may lead to the conclusion of framework agreements with the successful tenderer(s). The name and identification of this CAD are specified **in the TENDER DOCUMENTS.**
- 1.2 Throughout this tender document:
 - (a) **"in writing " means communicated in writing (e.g. by post, e-mail, facsimile, including if specified in the business communication system, distributed or received through the electronic procurement system used by the contracting body) with acknowledgement of receipt;**
 - (b) if the context so requires, **"singular"** means **"plural"** and vice versa;
 - (c) **"Day" means the calendar day, unless otherwise specified as "Business Day".** A business day is an official business day of the borrower. It excludes the official holidays of the Borrower;
 - (d) **"On-call contract"** means a contract awarded, under a framework agreement, through a secondary procurement process, for the supply of goods and any related services. The parties to the contract are the Buyer and the Supplier;
 - (e) **"Closed Framework Agreement": A closed Framework Agreement is a closed Framework Agreement in which no new company may enter into a Framework**

Agreement during the term of the Framework Agreement;

- (f) "**Country**" means the country of the Contracting Authority/Buyer;
- (g) "**Delivery Period**" is the period specified from the date of formation of a call contract for the delivery of the Goods in accordance with the applicable Incoterms.
- (h) "**Framework Agreement (CA)**" means the agreement between the Contracting Entity and the successful supplier(s) to establish the terms and procedures governing the award of on-call contracts under the Agreement;
- (i) "**AC Provider**" means a Supplier;
- (j) "**Goods/Supplies**" means any goods, materials or items which the Supplier is required to supply to a Buyer under an On-Call Contract under a Framework Agreement. Details of these goods are set out in Part 2, Supply Requirements, and in the Framework Agreement, and are described in particular in a subsequent call agreement. Where appropriate, for interpretation purposes, the definition of goods includes related services;
- (k) "**Lead Buyer when named in the Framework Agreement, a Lead Buyer is a party to the Framework Agreement, in** its capacity as: (a) lead agency acting on behalf of all participating Buyers in the management and administration of the Framework Agreement, and (b) a Buyer in its own right;
- (l) "**Multi-User Master Agreement**" means a Master Agreement in which more than one buyer is permitted to purchase through a Call-up Agreement;
- (m) "**Multi-Supplier Framework Agreement**" means the case where more than one bidder (supplier) enters into a framework agreement for the supply of each item/lot;
- (n) "**Master Procurement**" means the procurement process that results in the conclusion of one or more framework

agreements with one or more successful bidders, as described in this Tender Document;

- (o) "**Procuring Entity**" means the organization that undertakes the primary procurement process and enters into the Framework Agreement(s);
- (p) "**Buyer**", as **specified in the TENDER DOCUMENTS**, means the agency(ies) that is/are authorised to purchase Goods from a Supplier under a Deposit-on-Call Agreement awarded through a Framework Agreement;
- (q) "**Related Services**", if any, means services ancillary to the supply of the Goods, such as insurance, installation, training, initial maintenance and other obligations of the Supplier, as specified in Annex 1 of the Framework Agreement: Schedule of Requirements, and specifically described in a Call-up Agreement;
- (r) "**Responsible Agency**", when named in the Framework Agreement, is a party to the Framework Agreement, but only in its capacity to enter into the Framework Agreement(s) with the Selected Suppliers and, as the body responsible for the management and administration of the Framework Agreement, on behalf of the Buyer or Buyers, once it has been concluded. A responsible agency is not a purchaser under the framework agreement;
- (s) "**Secondary Procurement**" means the process described in the Framework Agreement and followed by a Buyer to select an AC Supplier and award an On-Call Contract for the supply of Goods;
- (t) "**Single User Framework Agreement**" means a Framework Agreement in which there is only one Buyer;
- (u) "**Sole-source framework agreement**" means a **framework agreement** under which a single bidder (supplier) enters into a framework agreement for the supply of each item/lot;
- (v) "**Supplier**" means a Bidder that has entered into a Master Agreement as part of the Master

Procurement Process and that may be considered for the award of an on-call contract to deliver the Goods and, if applicable, related services, as required. A Supplier may also be referred to as an "AC Supplier";

- (w) "**Term**" means the term of a Framework Agreement commencing on the Effective Date. Where applicable, it includes any extension of the Initial Term, if permitted and agreed.

2 Source of funds

- 2.1 The Borrower or Beneficiary (hereinafter referred to as "Borrower") specified in the TENDER DOCUMENTS has requested or received financing (hereinafter referred to as "Fund") from ECOWAS in an amount specified **in the TENDER DOCUMENTS**, for the project named in the **TENDER DOCUMENTS**. The Borrower intends to allocate a portion of the funds to eligible payments under tender-based contracts to be awarded under the Framework Agreement for which this tender document is issued.
- 2.2 Payment by ECOWAS will only be made at the request of the Borrower and with the approval of ECOWAS in accordance with the terms and conditions of the Loan Agreement (or other financing). The Loan (or Other Financing) Agreement prohibits withdrawal from the loan account for the purpose of any payment to persons or entities, or for any importation of goods, if such payment or importation is prohibited by a decision of the Security Council of the United Nations under Chapter VII of the Charter of the United Nations. No party other than the borrower may derive any rights from the loan agreement (or other financing) or have any right in the proceeds of the loan (or any other financing).

3 Fraud and corruption

- 3.1 ECOWAS requires compliance with its Anti-Corruption Guiding Principles and its existing sanctions policies and procedures, as set out in the ECOWAS Sanctions Framework, as set out in section VI.
- 3.2 Pursuant to this policy, bidders shall permit and ensure that their agents (declared or undeclared), subcontractors, sub-consultants, service providers, suppliers and personnel, allow ECOWAS to inspect all accounts, records and other documents relating to bid

submission, primary procurement process, framework agreement execution, secondary procurement process, and/or the execution of the firm order contract (in case of award of a call call contract), and to have them audited by ECOWAS appointed auditors.

4 Eligible Bidders

- 4.1 A bidder may be a company that is a private entity, a government enterprise or institution subject to section 4.6 of the CIT, or any combination of these entities in the form of a joint venture under an existing agreement or with the intention of entering into such an agreement supported by a letter of intent. In the case of a joint venture, all members are jointly and severally liable for the performance of any call call contract awarded under the Master Agreement in accordance with the terms of the Appeal Agreement that apply. The joint venture will appoint a representative who will have the authority to conduct all business for and on behalf of all members of the joint venture during the bidding process and, in the event that the joint venture is awarded a tendering contract under the framework agreement, during the performance of the contract. Unless otherwise specified **in the TENDER DOCUMENTS**, there is no limit to the number of members in a joint venture.
- 4.2 A bidder must not have a conflict of interest. Any bidder found to have a conflict of interest will be disqualified. A Bidder may be considered to have a conflict of interest for the purposes of this tendering process if the Bidder:
- (a) control, directly or indirectly, is controlled by or is under joint control with another tenderer submitting a tender for the same subject-matter; or
 - (b) receives or has received a direct or indirect subsidy from another bidder submitting a tender for the same subject matter; or
 - (c) has the same legal representative as another bidder who submits a bid for the same item; or
 - (d) has a relationship with another tenderer who submits a tender for the same article, directly or through common third parties, which puts the tenderer in a position to influence another tenderer's bid or to influence the contracting

body's decisions regarding that primary procurement process; or

- (e) or one of its affiliates has participated as a consultant in the preparation of the design or technical specifications of the goods, or related services, that are the subject of the bid; or
- (f) or one of its affiliates has been engaged (or is proposed for employment) by the contracting organization or the purchaser or borrower as part of the implementation of the framework agreement or a deposit agreement; or
- (g) provides goods, works or services other than consulting services arising out of or directly related to consulting services for the preparation or implementation of the project specified in the **TENDER DOCUMENTS IS2.1** that it has provided or have been provided by an affiliate that directly or indirectly controls, is controlled by, or is under common control with, that undertaking; or
- (h) has a close business or family relationship with professional staff of the borrower (or the implementing agency of the project, or a beneficiary of part of the loan) who:
 - (i) participate directly or indirectly in the preparation of the tender document or specifications of the framework agreement or call-up contract and/or in the bid evaluation process for that framework agreement or automatic call contract; or
 - (ii) would participate in the implementation or supervision of such Framework Agreement or Tender Agreement, unless the conflict arising from this relationship has been resolved in a manner acceptable to ECOWAS throughout the tendering process and the execution of the Framework Agreement and/or Tender Contract.

4.3 A company that is a bidder (individually or as a member of the joint venture) must not participate in more than one bid. This includes participation as a processor. This participation will result in the disqualification of all bids

in which the company is involved. A company that is not a bidder or a member of the joint venture may participate as a subcontractor in more than one bid.

- 4.4 A bidder may have the nationality of any country, subject to the restrictions provided for in **Article 4.8 of the SI**. A bidder shall be deemed to be a national of a country if it is incorporated, incorporated or registered in the laws of that country, and carries on business in accordance with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent or association instruments of incorporation) and registration documents, as the case may be. This criterion shall also apply to the determination of the nationality of subcontractors or subcontractors proposed for any part of a call call contract, including related services.
- 4.5 A bidder that has been sanctioned by ECOWAS, in accordance with the ECOWAS Anti-Corruption Guidelines, in accordance with its existing sanctions policies and procedures, as set out in the ECOWAS Sanctions Framework, as described in paragraph 2.2 (d) of Section VI, may not be pre-selected, may not be pre-qualified, tender, propose or enter into a framework agreement or firm order contract financed by ECOWAS or benefit from a framework agreement. or a call-up funded by ECOWAS Contract, financial or otherwise, during the period determined by ECOWAS. The list of excluded companies and persons is available at the e-mail address indicated **in the TENDER DOCUMENTS**.
- 4.6 Bidders that are State enterprises or institutions in the country of the contracting body may be admitted to compete and conclude a framework agreement or be awarded one or more firm tender contracts only if they can establish, in a manner acceptable to ECOWAS, that they:
- (a) are legally and financially self-sustaining;
 - (b) operate under commercial law; and
 - (c) are not under the supervision of the contracting body, the responsible body or a purchaser.

- 4.7 The eligibility of suspended bidders following the signing of a bid guarantee statement or a proposal guarantee statement is as follows:
- (a) A bidder that is subject to a suspension of bid, as a result of the application of a bid guarantee statement or a proposal guarantee statement, by the buyer in the case of a single-user framework agreement or by all buyers in a multi-user framework agreement will not be eligible to bid to enter into a framework agreement.
 - (b) A bidder that has entered into a Master Agreement is not eligible to bid on or be awarded a contract on call by a purchaser who has suspended the bidder as a result of the application of a bid guarantee statement or proposal guarantee statement.
 - (c) Subject to subparagraph (a) above, a bidder that is suspended, as a result of the application of a tender guarantee statement or a proposal guarantee statement, by a Contracting Entity may bid for the framework agreement.
- 4.8 Businesses and individuals may be ineligible if they are listed in Section V and:
- (a) under official law or regulation, the country of the borrower prohibits trade relations with that country, provided that ECOWAS is satisfied that such exclusion does not prevent effective competition in the supply of goods or the procurement of works or services required; or
 - (b) by an act of conformity with a decision of the Security Council of the United Nations taken under Chapter VII of the Charter of the United Nations, the country of the borrower prohibits any importation of goods or any contract for works or services from that country, or any payment to any country, person or entity in that country.
- 4.9 A tenderer shall provide supporting documents attesting to the contracting body's satisfactory and reasonably requested by the contracting body.

- 4.10 A company that is subject to a sanction of exclusion by the borrower from the conclusion of a contract, framework agreement or the award of a contract on call is eligible to participate in this contract, unless ECOWAS, at the request of the borrower, is satisfied that the exclusion;
- (a) relates to fraud or corruption; and
 - (b) followed a judicial or administrative process that enabled the company to obtain adequate due process.
- 5 Eligible related goods and services**
- 5.1 All related goods and services to be provided under an order contract under a framework agreement and funded by ECOWAS may originate in any country in accordance with Section V, Eligible Countries.
- 5.2 For the purposes of these IS, the term "goods" includes goods, raw materials, machinery, equipment and industrial plant; and "related services" include services such as insurance, installation, training and initial maintenance.
- 5.3 "Origin" means the country where the Goods were extracted, grown, cultivated, produced, manufactured or processed; or, by manufacture, processing or assembly, another commercially recognized article which differs significantly from its components in its basic characteristics.

B. Contents of the CAD document

- 6 Sections of the tender document**
- 6.1 The tender document consists of Parts 1, 2, 3 and 4, which include all sections, annexes and annexes. and must be read in conjunction with any published addendum

PART 1 - Tendering procedures

Section I - Instructions to Bidders (IS)

Section II - Tender data sheet

Section III - Evaluation and Qualification Criteria

Section IV - Tender Forms

Section V - Eligible countries

Section VI - Fraud and corruption

PART 2 - Procurement Requirements

Section VII - List of Requirements

PART 3 - Contracting Agency Forms**PART 4 - Framework Agreement (CA)**

APPENDIX 1: Schedule of Requirements

APPENDIX 2: Price schedules

APPENDIX 3: Secondary Supply

APPENDIX 4: Call Contract General Conditions of Contract

APPENDIX 5: Secondary Procurement Forms

APPENDIX 6: List of Purchasers (if applicable)

- 6.2 The specific contract notice "Call for tenders for the conclusion of one or more framework agreements relating to goods", published by the contracting body is not part of this tender document.
- 6.3 Unless obtained directly from the contracting body, the contracting body is not responsible for the completeness of the document, responses to requests for clarification, minutes of the pre-bid meeting (if applicable) or addenda to tender documents in accordance with IS 8. In case of contradiction, the documents obtained directly from the contracting authority shall prevail.
- 6.4 The Bidder is expected to review all instructions, forms, terms and conditions and specifications in the tender document and to provide with its bid any information or documents required by the tender document.
- 7 Clarification of the tender document**
- 7.1 A tenderer who needs clarification on the tender documents must contact the contracting authority in writing at the address of the contracting body specified in the **TENDER DOCUMENTS**. The contracting body shall respond in writing to any request for clarification, provided that such request is received before the deadline for submission of tenders within a period specified in the **TENDER DOCUMENTS**. The contracting body must send copies of its response to all bidders who have obtained the tender document in

accordance with **Article 6.3** of the SI, including a description of the request, but without identifying the source. If specified in the **TENDER DOCUMENTS**, the contracting authority shall also promptly publish its response on the web page indicated in the **TENDER DOCUMENTS**. If the clarification entails changes to the essential elements of the tender document, the contracting body must amend the tender dossier in accordance with the procedure laid down in **IS 8** and **IS 22.2**.

8 Amendment of the tender document

- 8.1 At any time before the deadline for the submission of tenders, the contracting body may amend the tender dossier by publishing addenda.
- 8.2 Any published addendum must form part of the tender documents and must be communicated in writing to all those who have obtained the tender documents from the procuring organization in accordance with **section 6.3 of the SI**. The contracting body shall also promptly publish the addendum on its webpage in accordance with **Article 7.1 of the SI**.
- 8.3 In order to give prospective bidders a reasonable period of time to consider an addendum in the preparation of their bids, the contracting body may, at its discretion, extend the deadline for submission of tenders, in accordance with **Article 22.2 of the SI**.

C. Preparation of tenders

9 Cost of auctions

- 9.1 The Bidder will assume all costs associated with the preparation and submission of its Bid with respect to this primary procurement process (and if successful, any secondary procurement process) and the Contracting Organization will not be responsible for such costs, regardless of the conduct or outcome of the tendering process.

10 Language of the offer

- 10.1 The tender, as well as all correspondence and documents relating to the tender exchanged between the tenderer and the contracting body, must be drawn up in the language specified in the **TENDER DOCUMENTS**. **The supporting documents and printed documentation which form part of the tender may be drawn up in another language provided that they are accompanied by an exact translation of the relevant passages into the**

language specified in the TENDER DOCUMENTS, in which case, for the purpose of interpreting the tender, this translation shall prevail.

11 Documents composing the offer

- 11.1 The offer includes:
- (a) Tender letter prepared in accordance with **SI 12**;
 - (b) Fee schedules: completed in accordance with **IS 12 and IS 14**;
 - (c) Authorization: written confirmation authorizing the tender signatory to bind the tenderer in accordance with **IS 20.3**;
 - (d) Qualifications: documentary evidence in accordance with **SI-17** establishing the bidder's qualifications to enter into a Master Agreement and perform any subsequent on-call contracts, if awarded;
 - (e) Bidder Eligibility: documentary evidence in accordance with **SI 17** establishing the bidder's eligibility to bid;
 - (f) Eligibility of related goods and services: documentary evidence in accordance with **SI 16** and **SI-30**, **establishing the eligibility of related goods and services to be provided by the bidder**;
 - (g) Compliance: documentary evidence in accordance with **SI-16**, that the goods and related services comply with the tender document;
 - (h) any other documents required **in the TENDER DOCUMENTS**.
- 11.2 In addition to the requirements of **section 11.1 of the SIs, bids** submitted by a joint venture must include a copy of the joint venture agreement entered into by all members. Alternatively, a letter of intent to sign a joint venture agreement in the event of a successful bid must be signed by all members and submitted with the bid, along with a copy of the proposed agreement.
- 11.3 The Bidder must provide in the letter of offer information on commissions and gratuities, if any,

paid or payable to agents or any other party in connection with that bid.

- 12 Letter of offer and price lists**
- 12.1 The letter of offer and price lists must be prepared using the relevant forms provided in Section IV, Tender Forms. The forms must be completed without any modification to the text, and no substitutes are accepted, except in the cases provided for in Article **20.3 of the SI**. All blank spaces must be filled in with the requested information.
- 13 Alternative offers**
- 13.1 Alternative bids are not permitted in this primary procurement process.
- 14 Prices of offers and discounts**
- 14.1 The unconditional prices and discounts indicated by the Bidder in the Letter of Offer and in the Price Schedules must comply with the requirements specified below.
- 14.2 Bidders must indicate their prices in the price lists, as specified in IS 14.7 below.
- 14.3 The price to be indicated in the tender letter in accordance with **IS 12.1** will be that specified **in the TENDER DOCUMENTS**.
- 14.4 The Bidder must indicate the method of application of any unconditional discount in the bid letter, in accordance with **section 12.1 of the SI**.
- 14.5 For the purposes of secondary procurement, the price(s) proposed by the tenderer will be treated as set out in the specific provisions of the framework agreement.
- 14.6 The terms EXW, CIP and other similar terms will be governed by the rules prescribed in the current edition of Incoterms, published by the International Chamber of Commerce, as specified in the **TENDER DOCUMENTS**.
- 14.7 The unit prices shown in the price lists are indicated either on the basis of the quantities estimated over the duration of the framework agreement (the duration) or on the indicative range of individual quantities awarded following a call for tenders specified in the TENDER DOCUMENTS. Prices are indicated as specified in each price schedule included in Section IV, Tender Forms. The breakdown of price elements shall be required solely for the purpose of facilitating

the comparison of tenders by the contracting body. This in no way limits the buyer's right to award a call contract to any of the proposed conditions. In preparing quotations, the Bidder is free to use the transportation through carriers registered in any Eligible Country, in accordance with Section V, Eligible Countries. Similarly, the Bidder may obtain insurance services from any Eligible Country in accordance with Section V, Eligible Countries. Prices are indicated as follows:

- (a) For goods **to be supplied from the country of the contracting body** :
 - (i) **If manufactured in the country of the Contracting Authority: the price of the Goods** indicated EXW (ex-works, ex-works, warehouse, showroom ex-showroom or standard availability, as applicable), including all customs duties and sales taxes and other taxes already paid or payable on components and raw materials used in the manufacture or assembly of the Goods, including the price of inland transportation, insurance and other local services necessary to transport the goods to a place of destination as specified in the bid data sheet;
 - (ii) **If they are manufactured outside the country of the contracting body and already imported at the time of the deposit contract:** the price of the goods indicated EXW (ex-works, ex-works, ex-warehouse, showroom or switchboard, as appropriate), including the price of inland transport, insurance and other local services necessary to transport the goods to a place of destination as specified in the tender technical file, but excluding customs duties and other import taxes on the Goods.
- (b) For goods manufactured outside the country of the contracting body, to be **imported for supply under a binding order contract** :
 - (i) the price of the Goods, indicated CIP designated place of destination, in the

country of the Contracting Body, as specified in the **TENDER DOCUMENTS**;

- (c) for Ancillary Services, other than domestic transportation and other services necessary to transport the Goods to their final destination, whenever such Related Services are specified in the List of Requirements, the price of each item including the Related Services (including applicable taxes).

14.8 During the subsequent appeal process, suppliers may be required to include additional rates for domestic transportation, insurance and other ancillary services necessary to move the goods to their final destination(s).

15 Submission and payment currencies

15.1 The currency(s) of the Offer and the payment currency(s) will be the same. The tenderer shall indicate in the currency of the country of the contracting body the part of the tender price which corresponds to the expenditure incurred in the currency of the country of the contracting body, unless otherwise specified in the **TENDER DOCUMENTS**.

15.2 The bidder can express the bid price in any currency. If the tenderer wishes to be paid in a combination of amounts in different currencies, it may indicate its price accordingly, but will not use more than three foreign currencies in addition to the currency of the contracting body's country.

16 Documents establishing the eligibility and conformity of goods

16.1 To determine the eligibility of related goods and services in accordance with **SI-5**, bidders must complete the country of origin declarations in the Price Schedule forms, included in Section IV, Bid Forms.

16.2 To establish the conformity of the goods and related services with the tender document, the bidder must provide documentary evidence as part of its bid that the goods comply with the technical specifications and standards specified in Division VII, Schedule to Requirements.

16.3 Documentary evidence may take the form of literature, drawings or data and shall consist of a detailed item-by-item description of the essential technical and performance characteristics of the related goods and services, demonstrating the substantial conformity of

the related goods and services with the technical specification and, where appropriate, a statement of deviations and exceptions to the provisions of Section VII, Schedule of requirements.

16.4 The Bidder must also provide a list giving all the details, including available sources and current prices of spare parts, special tools, etc., necessary for the proper functioning and continuous operation of the Goods for the period specified **in the TENDER DOCUMENTS** after acceptance of the goods by the Buyer (if a firm order contract is awarded to the Bidder as AC Supplier).

16.5 Labour, process, material and equipment standards, as well as references to brand names or catalogue numbers specified by the purchasing organization in the list of requirements, are intended to be descriptive only and not restrictive. The Bidder may offer alternative quality standards, brand names and/or catalogue numbers, provided that the Bidder demonstrates, to the satisfaction of the Procuring Organization, that the substitutions are substantially equivalent or superior to those specified in Section VII, List of Requirements.

17 Documents establishing the bidder's eligibility and qualifications

17.1 To determine the bidder's eligibility under **IS 4**, bidders must complete the letter of offer, which can be found in Section IV, Bid Forms.

17.2 Documentary evidence of the tenderer's qualifications to conclude a framework agreement and/or to perform any subsequent contract on call if awarded, shall establish, to the satisfaction of the contracting body:

(a) that, if required by the TENDER DOCUMENTS, **a tenderer who does not manufacture or produce the goods he offers to supply must submit the Manufacturer's authorization using the form included in Section IV, Tender Forms, to demonstrate that he has been duly authorized by the Manufacturer or the producer of the goods to supply those goods in the country of the contracting body;**

(b) that, if required by the TENDER DOCUMENTS, **where a tenderer does not carry out commercial activity in the country of the contracting body, the**

tenderer is, or will be, (if it obtains the tendering contract) represented by an agent in the country, equipped and able to fulfil the supplier's obligations relating to the maintenance, repair and storage of spare parts in respect of the goods; and

- (c) the bidder meets each of the qualification criteria specified in Section III, Evaluation and Qualification Criteria.

18 Validity period of bids

- 18.1 Tenders shall remain valid until the date **specified in the TENDER DOCUMENTS** or any extended date if amended by Buyer in accordance with ITP 8. An offer that is not valid until **the date specified in the TENDER DOCUMENTS**, or any extended date if amended by the buyer in accordance with ITP 8, will be rejected by the buyer as not responding.
- 18.2 In exceptional circumstances, before the expiry of the validity of the tender, the contracting body may request tenderers to extend the period of validity of their tenders. The request and responses shall be made in writing. A tenderer may refuse the request for extension of the validity of its tenders. A bidder who accedes to the request is not required or authorized to modify his bid, except in the cases provided for in **article 18.3 of the SI**.
- 18.3 If the conclusion of a Framework Agreement is delayed by a period exceeding fifty-six (56) days beyond the expiration of the initial period of validity of the Offer, the Base Price of the Framework Agreement shall be determined as follows:
 - (a) in the case of a fixed-price framework agreement, the basic price shall be the price of the tender adjusted according to the factor specified in the **TENDER DOCUMENTS**;
 - (b) in the case of a framework agreement with adjustable prices, no adjustment shall be made;
 - (c) In any case, the evaluation of the offer will be based on the price of the offer without taking into account the applicable correction among those indicated above.

- 19 No bid security or bid guarantee statement** 19.1 The bid security or bid security statement **is not** required for this primary procurement process.
- 20 Format and signature of the offer** 20.1 The tenderer must prepare an original of the documents composing the tender as described in **SI 11** and clearly mark it as "ORIGINAL". In addition, the bidder must submit copies of the bid, at the number specified **in the TENDER DOCUMENTS**, and mark them clearly as a "COPY". In the event of any discrepancy between the original and the copies, the original shall prevail.
- 20.2 Bidders must mark as "CONFIDENTIAL" in their bids information that is confidential to their business. This may include proprietary information, trade secrets, or sensitive commercial or financial information.
- 20.3 The original and all copies of the tender must be typed or written in indelible ink and signed by a person duly authorized to sign on behalf of the tenderer. This authorization consists of a written confirmation as specified **in the TENDER DOCUMENTS** and must be attached to the tender. The name and position held by each signatory of the authorization must be typed or printed under the signature. All pages of the offer where entries or changes have been made must be signed or initialled by the person signing the offer.
- 20.4 In the case where the bidder is a joint venture, the bid must be signed by an authorized representative of the joint venture on behalf of the joint venture, and in a manner that is legally binding on all members, as evidenced by a power of attorney signed by their legal representative(s).
- 20.5 Any line entry, purchase or overwriting shall be valid only if it is signed or initialled by the person signing the tender.

D. Submission and opening of tenders

- 21 Sealing and marking of bids** 21.1 The bidder must submit the bid in a single sealed envelope (single-envelope tendering process). In the single envelope, the tenderer must place the following separate and sealed envelope:
- (a) in an envelope marked "ORIGINAL", all documents composing the tender, as described in **IS 11**; and

- (b) in an envelope marked " COPIES ", all required copies of the submission; and
 - 21.2 The inner and outer casings must:
 - (a) bear the name and address of the bidder;
 - (b) be addressed to the procuring organization in accordance with IS **22.1**;
 - (c) bear the precise identification of this tendering process indicated in SI **1.1**;
 - (d) Issue a warning not to open before the opening time and date of bids.
 - 21.3 If all envelopes are not properly sealed and marked, the purchasing organization will not be responsible for any misplacement or premature opening of the bid.
- 22 Final date for submission of tenders**
- 22.1 Tenders must be received by the contracting body at the address and at the latest on the date and time specified **in the TENDER DOCUMENTS**. Where specified **in the TENDER DOCUMENTS**, tenderers have the possibility to submit their tenders electronically. Bidders submitting tenders electronically must follow the electronic bid submission procedures specified **in the TENDER DOCUMENTS**.
 - 22.2 The contracting body may, at its discretion, extend the deadline for submission of tenders by amending the tender documents in accordance with **SI 8**, in which case all rights and obligations of the contracting body and tenderers previously subject to the deadline will subsequently be subject to the deadline as extended.
- 23 Late auctions**
- 23.1 The contracting body shall not examine tenders arriving after the tender submission deadline, in accordance with **IS 22**. Any bids received by the contracting body after the bid submission deadline will be declared late, rejected and returned unopened to the bidder.
- 24 Withdrawal, substitution and modification of offers**
- 24.1 A Bidder may withdraw, replace or amend its Bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and must include a copy of the authorization (the Power of Attorney) in accordance with **IS 20.3** (except that notices of withdrawal do not require copies). The corresponding substitution or modification of the offer

must accompany the respective written notice. All notices must be:

- (a) prepared and submitted in accordance with **IS 20 and IS 21** (except that withdrawal notices do not require copies), and in addition, the respective envelopes must be clearly marked "WITHDRAWAL", "SUBSTITUTION" or "MODIFICATION";
- (b) received by the procuring organization by the deadline for submission of tenders in accordance with **SI-22**.

24.2 Bids whose withdrawal is requested in accordance with **section 24.1** to the TS must be returned unopened to the bidders.

24.3 No bid may be withdrawn, replaced or amended between the bid submission deadline and the expiration of the tender validity period specified by the bidder on the offer letter or any extension thereof.

25 Opening of tenders

25.1 Except as specified in **IS 23 and IS 24.2**, **the contracting body shall, at the opening of tenders, publicly open and read all tenders received by the deadline on the date, time and place specified in the TENDER DOCUMENTS** in the presence of the designated representatives of the tenderers and any person who chooses to attend. Any specific electronic tender procedure required if electronic tendering is permitted in accordance with **IS 22.1** shall be that specified **in the TENDER DOCUMENTS**.

25.2 First, envelopes marked "WITHDRAWAL" will be opened and read and the envelope containing the corresponding Bid will not be opened, but returned to the Bidder. If the withdrawal envelope does not contain a copy of the "Power of Attorney" confirming the signature as a person duly authorized to sign on behalf of the Bidder, the corresponding bid will be opened. No withdrawal of bid will be permitted unless the corresponding withdrawal notice contains a valid authorization to request withdrawal and is read at the opening of the offer.

25.3 Then, the envelopes marked "SUBSTITUTION" will be opened, read and exchanged with the corresponding substituted Bid, and the substituted Offer will not be

opened, but returned to the Bidder. No substitution of bid is permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read at the opening of bids.

- 25.4 Then, the envelopes marked "MODIFICATION" will be opened and read with the corresponding offer. No modification of the Bid will be permitted unless the corresponding Notice of Change contains a valid authorization to request the amendment and is read at the opening of Bids.
- 25.5 Then, all remaining envelopes must be opened one at a time, indicating: the name of the bidder and whether there is a change; bid prices, including unconditional discounts, and any other details the procuring organization may deem appropriate.
- 25.6 Only unconditional offers and discounts that are opened and read at the opening of bids will be considered further in the evaluation. The letter of offer and price lists must be initialled by the representatives of the contracting body present at the opening of tenders in the manner specified in the **TENDER DOCUMENTS**.
- 25.7 The contracting body must not discuss the merits of a tender or reject a tender (except for late tenders, in accordance with **Article 23.1** of the SI).
- 25.8 The contracting body shall draw up minutes of the opening of tenders which shall include, as a minimum;
- (a) the name of the tenderer and whether there is a withdrawal, substitution or modification;
 - (b) the Offer Price, per lot (item) if applicable, including any unconditional discount;
- 25.9 The representatives of the tenderers present are requested to sign the minutes. The omission of a tenderer's signature on the file does not invalidate the content and effect of the file. A copy of the dossier must be distributed to all bidders.

E. Evaluation and comparison of bids

26 Confidentiality

- 26.1 Information relating to the evaluation of bids and the recommendation to enter into one or more framework agreements shall not be disclosed to bidders or any

other person who is not formally involved in the tendering process until the notice of intent to enter into the framework agreement has been sent to all bidders in accordance with **section 39.1 of the SI**.

26.2 Any effort by a tenderer to influence the contracting body in the evaluation or decision to conclude one or more framework agreements may result in the rejection of its tender.

26.3 Notwithstanding **section 26.2 to the SIs**, from the time of the opening of bids until the conclusion of the framework agreement, if a bidder wishes to communicate with the procuring organization regarding any matter related to the tendering process, it must do so in writing.

27 Clarification of submissions

27.1 In order to facilitate the examination, evaluation, comparison of tenders and qualification of tenderers, the contracting body may, at its discretion, seek clarification from any tenderer on its tender. Any clarification submitted by a tenderer concerning its tender and which does not respond to a request from the contracting body will not be taken into consideration. The contracting body's request for clarification and the reply shall be made in writing. No modification, including any voluntary increase or decrease, in the prices or substance of the bid will be requested, offered or permitted.

27.2 If a tenderer does not provide details of its tender by the date and time set out in the contracting body's request for clarification, its tender may be rejected.

28 Derogations, reservations and omissions

28.1 When evaluating bids, the following definitions apply:

(a) "Deviation" is a deviation from the requirements specified in the tender document;

(b) "Reservation" means the establishment of limiting conditions or the refusal to fully accept the requirements specified in the tender document; and

(c) "Omission" is the failure to submit some or all of the information or documentation required in the tender document.

29 Determination of responsiveness

29.1 The contracting body's determination of the conformity of a tender shall be based on the content of the tender itself, as defined in SI 11.

29.2 A substantially receivable bid is a bid that meets the requirements of the tender document without significant deviations, qualifications or omissions. A significant deviation, reservation or omission is a deviation, reservation or omission that:

(a) If accepted:

(i) substantially affect the scope, quality or performance of the Related Goods and Services specified in the Framework Agreement; or

(ii) substantially limit, incompatible with the tender document, the rights of the contracting body or the obligations of the tenderer under the framework agreement; or

(b) if corrected, would have an unfair impact on the competitive position of other bidders submitting substantially admissible tenders.

29.3 The contracting body shall examine the technical aspects of the tender submitted in accordance with IS 16 and IS17, in particular, to confirm that all the requirements of Section VII, Schedule of Requirements, have been met without any material deviations, reservations or omissions.

29.4 If a tender does not substantially meet the requirements of the tender document, it shall be rejected by the contracting body and may not subsequently be brought into conformity by correcting the material deviation, reservation or omission.

30 Nonconformities, errors and omissions

30.1 Provided that a tender is substantially compliant, the contracting body may waive any non-conformity in the tender.

30.2 Provided that a tender substantially satisfies, the contracting body may request the tenderer to submit the necessary information or documents, within a reasonable period of time, to correct non-conformities or insignificant omissions in the tender related to the documentation requirements. Such omission will not be related to any aspect of the offer price. Failure by

the tenderer to comply with the request may result in the rejection of its tender.

- 30.3 Provided that a tender is substantially compliant, the contracting body will rectify quantifiable non-material non-conformities related to the bid price. For this purpose, the price of the offer will be adjusted, for comparison purposes only, to reflect the price of a missing or non-compliant item or component in the manner specified in the **TENDER DOCUMENTS**.
- 31 Correction of arithmetic errors**
- 31.1 Provided that the tender is substantially compliant, the contracting body shall correct the arithmetic errors on the following basis:
- (a) in the event of a discrepancy between the unit prices in the summary of price schedules and the individual price lists, the unit prices of the latter shall prevail; and
 - (b) If there is a discrepancy between the amounts in words and the amounts in figures, the amounts in words shall prevail, unless the amount expressed in words is related to an error, in which case the amount in figures shall prevail subject to point (a) above.
- 31.2 Bidders are requested to accept the correction of arithmetic errors. Failure to accept the correction in accordance with **section 31.1** of the SO will result in the rejection of the bid.
- 32 Conversion to the single currency**
- 32.1 For evaluation and comparison purposes, the currency(s) of the offer will be converted into a single currency specified in the **TENDER DOCUMENTS**.
- 33 No margin of preference**
- 33.1 There is no margin of preference in the primary procurement process and in the secondary procurement processes.
- 34 Evaluation of bids**
- 34.1 The contracting body shall use the criteria and methods listed in this ITL and in Section III, Evaluation and qualification criteria, to decide whether to conclude one or more framework agreements. No other evaluation criteria or methodology are permitted.
- 34.2 In evaluating a tender, the contracting body shall take into account the following:

- (a) the assessment will be carried out **on a per-item basis**, as indicated in accordance with **IS 14**;
 - (b) price adjustment for correction of arithmetic errors in accordance with **IS 31.1**;
 - (c) price adjustment due to unconditional discounts offered in accordance with **IS 14.4**;
 - (d) convert the amount resulting from the application of points (a) to (c) above, where appropriate, into a single currency in accordance with **IS 32**;
 - (e) price adjustment due to quantifiable non-material non-conformities in accordance with **IS 30.3**;
 - (f) Additional Evaluation Actors are specified in Section III, Evaluation and Qualification Criteria.
- 34.3 Where applicable, the estimated effect of the price adjustment provisions in the framework agreement (which determines the contract price of a tendered contract), applied during the term of the framework agreement, will not be taken into account in the evaluation of the primary supply bid.
- 34.4 The evaluation of a bid by the contracting body will exclude and will not take into account:
- (a) in the case of goods manufactured in the country of the contracting body, sales and other similar taxes, which will be payable on the goods if a firm purchase order contract is awarded to the tenderer;
 - (b) in the case of goods manufactured outside the country of the contracting body, already imported or to be imported, customs duties and other import taxes levied on sales of imported goods and other similar taxes, which shall be payable on the goods if the order contract is awarded to the tenderer;
 - (c) where applicable, any provision for price adjustments during the period of performance of the call contract, if provided for in Section B: Special provisions of the framework agreement.

- 34.5 The evaluation of a tender by the contracting body may require the consideration of other Actors, in addition to the tender price indicated in accordance with IS 14. These Actors may be related to the characteristics, performance and terms of purchase of the Related Goods and Services or geographical location. The effect of the selected Actors, if any, will be expressed in monetary terms to facilitate the comparison of tenders, unless otherwise specified **in the TENDER DOCUMENTS** among those set out in Section III, Evaluation and Qualification Criteria. The criteria and methods to be used shall be those specified in **paragraph 34.2(f) of the SI.**
- 35 Comparison of offers**
- 35.1 The contracting organization shall compare the assessed costs of all substantially eligible tenders prepared in accordance with **section 34.2 of the SIs** in order to determine the ranking of tenders based on the lowest assessed cost. The comparison shall be made on the basis of the **unit rates** indicated in accordance with IS 14, plus any related services required, in accordance with IS 14. The price assessment does not take into account customs duties and other taxes levied on imported goods and sales and similar taxes levied in connection with the sale or delivery of the goods.
- 36 Qualification of the tenderer(s)**
- 36.1 Before entering into one or more framework agreements, the contracting authority shall determine to its satisfaction whether the eligible bidder(s) with one or more substantially eligible bids that are able to meet the criteria of the framework agreement meet the eligibility criteria specified in Section III, Evaluation and Qualification Criteria.
- 36.2 The determination is based on a review of documentary evidence of the Bidder's qualifications submitted by the Bidder in accordance with IFS 17. The determination shall not take into account the qualifications of other enterprises such as subsidiaries, parent entities, affiliates, subcontractors (other than specialized subcontractors if permitted in the tender document) or any other company different from the tenderer.
- 36.3 A positive determination is a prerequisite for the conclusion of the framework agreement(s) to the

tenderer. A negative decision will result in the disqualification of the submission.

- 37 Right of the contracting body to accept any tender and to reject one or all tenders**
- 37.1 The Contracting Entity reserves the right to accept or reject any Bid, cancel the Bidding Process and reject all Bids at any time prior to the conclusion of one or more Framework Agreements, without incurring any liability to the Bidders. In the event of cancellation, all bids submitted will be promptly returned to the bidders.
- 38 Status quo period**
- 38.1 The framework agreement(s) shall not be concluded before the expiry of the standstill period. The standstill period is ten (10) business days, unless extended in accordance with **IS 44**. The standstill period shall begin on the day following the date on which the buyer has transmitted to each tenderer the notification of intention to conclude a framework contract. When only one bid is submitted, or if this primary procurement process responds to an emergency situation recognized by ECOWAS, the standstill period does not apply.
- 39 Notification of intention to conclude a framework agreement**
- 39.1 The contracting body shall send each tenderer notification of its intention to conclude one or more framework agreements with the successful tenderer(s). The notification(s) of intent to conclude shall contain, at a minimum, the following information:
- (a) the name and address of the tenderer(s) who submitted the successful tender(s);
 - (b) the price(s) of the successful bid(s) or pricing mechanism(s);
 - (c) the names of all bidders who submitted bids, and their bid prices or rate(s) as recorded and evaluated;
 - (d) a statement of the reasons why the tender (of the unsuccessful tenderer to whom the notification of intention to conclude one or more framework agreements is addressed) was unsuccessful, unless the price information or price-fixing mechanism(s) referred to in point (c) above already reveals the reason;
 - (e) the expiry date of the standstill period;

- (f) instructions on how to request a debriefing and/or file a complaint during the standstill period.

F. Conclusion of a framework agreement

- 40 Framework Agreement Criteria**
- 40.1 This is a closed framework agreement.
- 40.2 The contracting body shall specify in the evaluation and qualification criteria of the TENDER DOCUMENTS and/or Section III the criteria which will apply to the selection of the tenderer(s) with whom one or more framework agreements may be concluded.
- 41 Notification of the conclusion of a framework agreement**
- 41.1 Before the expiry date of the validity of the tender and upon expiry of the standstill period specified in **IS 38.1** or any extension thereof, and after having satisfactorily dealt with a complaint that has been submitted during the standstill period, the contracting body shall send to the successful tenderer(s) a notice of conclusion of a framework agreement, attaching the framework agreement for signature by the tenderer.
- 42 No obligation to purchase**
- 42.1 The conclusion of a framework agreement shall not impose any obligation on the contracting body and/or buyer(s) to purchase goods under the framework agreement.
- 43 Non-exclusivity**
- 43.1 This primary procurement process is non-exclusive, and the Purchasing Agency reserves the right to purchase the goods from other suppliers that are not CA suppliers.
- 44 Report by the contracting authority**
- 44.1 Upon receipt of the Notice of Intent to enter into one or more Framework Agreements, referred to in **Article 39.1 of the SI**, the unsuccessful Bidder has three (3) business days to submit a written request for a debriefing to the Contracting Organization. The contracting body shall provide a report to all unsuccessful tenderers whose requests are received within that period.
- 44.2 When a request for a debriefing is received within the specified time limit, the Contracting Authority shall provide a report within five (5) business days, unless it decides, for justifiable reasons, to provide the report outside that time limit. In this case, the standstill period will be automatically extended up to five (5) business days after this debriefing. If more than one debriefing is

so delayed, the standstill period shall not end earlier than five (5) business days after the last debriefing. The contracting body shall promptly inform, by the fastest means available, all tenderers of the extension of the standstill period.

44.3 Where a request for a debriefing is received by the Contracting Authority after the three (3) business day period, the Contracting Authority should provide the debriefing as soon as possible, and normally no later than fifteen (15) business days from the date of publication of the notice of entering into the Framework Agreement. Debriefing requests received after the three (3) day period shall not result in the extension of the standstill period.

44.4 Reports from unsuccessful bidders may be made in writing, verbally (by telephone or videoconference) or in person. Bidders will bear their own costs of participation in such a debriefing meeting.

**45 Signature of the
framework agreement**

45.1 Unless an earlier deadline is stipulated **in the TENDER DOCUMENTS**, the Bidder must sign, date and return the Master Agreement within twenty-eight (28) days of receipt.

45.2 In the case of a multi-user framework agreement, the contracting body shall sign each framework agreement on behalf of all participating buyers.

**46 Publication of the
Communication on the
conclusion of the
Framework Agreement**

46.1 Within ten (10) working days of the transmission to the successful tenderer(s) of the notification(s) of conclusion of one or more framework agreements, in accordance with **Article 41.1** of the SI, the contracting body shall publish the notice of conclusion of a framework agreement which shall contain, at a minimum, the following information:

- (a) the name and address of the contracting body and, where applicable, of all participating purchasers;
- (b) the name and reference number of the framework agreement being concluded and the selection method used;
- (c) the names of all bidders who submitted bids, and their bid prices, or pricing mechanisms, as read at the opening of bids and evaluated;

- (d) the names of all bidders whose bids were rejected because they were not eligible or because they did not meet the qualification criteria, or who were not evaluated, with the reasons for this assertion; and
 - (e) the name(s) of the successful bidder(s), the duration of the framework agreement and a summary of its scope.
- 46.2 The notice of conclusion of the framework agreement shall be published on the website of the open access contracting body, if available, or in at least one national newspaper with national circulation in the country of the contracting body, or in the Official Journal. The contracting body shall also publish the notice of conclusion of the framework agreement in the UNDB online.
- 47 Procurement complaint** 47.1 The procedures for filing a procurement complaint are those specified in the **TENDER DOCUMENTS**.

G. Secondary procurement process for subsequent call-on contract award

- 48 Method and criteria for awarding the appeal contract** 48.1 The secondary procurement method that will apply to the selection of the NOC supplier and the awarding of an on-call contract is specified in the framework agreement (**framework agreement**, Annex 3, secondary procurement). To be eligible to participate in secondary procurement and obtain an auto-call contract, KT suppliers must continue to be qualified and eligible, and goods must continue to be eligible, in accordance with the criteria set out in this OAD. The purchaser may require, at the secondary procurement and firm call contract award stage, proof of continued qualification and eligibility.
- 49 Basic price adjustment** 49.1 The price of the call-up contract at the secondary procurement stage cannot be subject to price adjustment unless otherwise specified in the Framework Agreement.

Section II - Bid Data Sheet

The following specific data for the goods to be procured will supplement, supplement or amend the provisions of the instructions to tenderers (IS). In case of conflict, the provisions of **the TENDER DOCUMENTS prevail** over those of the SI.

[Where an electronic procurement system is used, amend the relevant parts of the TENDER DOCUMENTS accordingly to reflect the electronic procurement process.]

[Instructions for completing the submission data sheet are provided, as required, in the italicized notes for the relevant SI.]

A. General	
IS 1.1 and 1.2 (p)	<p>The contracting authority is: West African Health Organization (WAHO)</p> <p>The contracting authority is the single body</p> <p>" The body that will make, administer and manage the framework agreements, and which will be the sole employer under the framework agreement."</p> <p>The tender dossier reference number (DAO) is: ROB/ ADMI-WAHO/2023/091</p> <p>The name of the DAO is: Acquisition of IT equipment, peripherals/accessories and video conferencing and interpretation equipment under the 2023 budget for WAHO and its RCSDC Agency</p>
IS 1.2 (a)	<p>Electronic Procurement System</p> <p>The contracting body shall use the following electronic procurement system to manage this procurement process:</p> <p>Not applicable</p> <p>The electronic procurement system shall be used to manage the following aspects of the procurement process:</p> <p>Not applicable</p>
IS 1.2 (l) or (t)	<p>This call for tenders will lead to the conclusion of a multi-supplier framework agreement</p>
IS 1.2 (p)	<p><i>Framework agreement for up to three providers,</i></p> <p>West African Health Organization (WAHO)</p> <p>Avenue OUEZZIN Coulibaly</p> <p>01 BP: 153 Bobo - Dioulasso</p> <p>01 BURKINA FASO - Tel: +226 20 97 57 75</p> <p>wahooas@wahooas.org</p>

IS 1.2 (m) or (u)	<p>The Framework Agreements to be concluded will be closed, single-user framework agreements with multiple contractors without competition at the second stage (subsequent contracts: purchase orders) for orders in the first two years. At the beginning of the third year, a competition will be made between the suppliers who have signed the framework agreements in order to identify the new best offer.</p> <p>WAHO intends to enter into a framework agreement with a maximum number of three suppliers separately with whom it may or may not sign purchase orders based on the requirements listed in the tender notice.</p>
1.2 (w)	<p>Duration of the framework agreement</p> <p>The framework agreement is for a period of 04 years</p>
IS 2.1	<p>Name of Institution: West African Health Organization (WAHO)</p> <p>Funding Source : WAHO Budget 2023</p>
IS 4.1	<p>The maximum number of members of a joint venture is: 03</p>
B. Content of the tender document	
IS 7.1	<p>For clarification purposes only, the Buyer's address is as follows:</p> <p>West African Health Organization (WAHO)</p> <p>Email: procurement@diffusion.wahooas.org</p> <p>The buyer will respond no later than seven (7) calendar days before the deadline for submission of tenders, to any request for clarification received no later than ten (10) calendar days before the deadline for submission of tenders</p> <p>Website address: www.wahooas.org</p>
C. Preparation of tenders	
IS 10.1	<p>The language of submission is: "French" or "English" or "Portuguese "</p> <p>All correspondence will be exchanged in one of the three languages.</p>
IS 11.1 h)	<p>The Tenderer must attach the following other documents to its tender:</p> <ul style="list-style-type: none"> • Trade register; • Certificate of non-bankruptcy; • Tax certificate; • Certificate from the CNSS; • List and evidence (certificates of good performance, acceptance report, etc.) of previous experiences of similar nature and size over the last five years

	<p>20. A bid guarantee issued by a bank or an authorized financial guarantee institution of the following amount per lot</p> <ul style="list-style-type: none"> ○ lot 1: 900,000 FCFA ○ lot 2: 150,000 FCFA ○ lot 3: 300,000 FCFA ○ lot 4: 750,000 FCFA ○ lot 5: 650,000 FCFA ○ lot 6: 1,000,000 FCFA <p>(a) The financial statements of the last three (03) years (2020, 2021 and 2022) certified by approved experts, and moreover, for bidders who are nationals of ECOWAS Member States, these balance sheets must bear the certification of the services in charge of Taxes or a certificate of turnover issued by the tax services of his country of installation; The required turnover per batch is:</p> <ul style="list-style-type: none"> ○ lot 1: 127,000,000 FCFA ○ lot 2: 20,000,000 FCFA ○ lot 3: 40,000,000 FCFA ○ lot 4: 100,000,000 FCFA ○ lot 5: 85,000,000 FCFA ○ lot 6: 130,000,000 FCFA <ul style="list-style-type: none"> ● NB: Any false declaration will result in the rejection of the Bidder's offer.
IS 14.3	<p><i>Multi-provider framework agreement</i></p> <p>The price to be indicated in the letter of offer in accordance with Article 12.1 of the CIT will be (i) the bid unit price in relation to the estimated quantities during the CA period.</p>
IS 14.6	<p>The Incoterms edition that will apply to on-call framework contracts is as follows: <i>DDP 2020</i></p>
IS 14.7	<p>The unit prices shown in the price lists are indicated according to See the quantities indicated in point 3 of the tender notice</p>
14.7 A(I), (ii)	<p>Place of destination:</p> <ul style="list-style-type: none"> ○ Lot 1: Laptops at WAHO headquarters in Bobo-Dioulasso, Burkina Faso ○ Lot 2: Peripherals and accessories at WAHO headquarters in Bobo-Dioulasso, Burkina Faso ○ Lot 3: Server equipment at WAHO headquarters in Bobo-Dioulasso, Burkina Faso ○ Lot 4: Computer equipment at RCSDC headquarters in Abuja, Nigeria ○ Lot 5: Videoconferencing equipment at WAHO headquarters in Bobo-Dioulasso, Burkina Faso ○ Lot 6: Interpretation equipment at WAHO headquarters in Bobo-Dioulasso, Burkina Faso

IS 14.7 (b)(i)	The named destination(s), according to the Incoterms used, are Not applicable
IS 15.1	The tenderer will indicate the price of its tender in the currency: CFA francs .
IS16.4	Period during which the Goods are expected to operate (for spare parts purposes): Not applicable
IS 17.2 (a)	<p>The authorization of the manufacturer or distributor to approve him, accompanied by supporting documents for his approval or representation, is required for:</p> <ul style="list-style-type: none"> ○ Lot 1: Laptops ○ Lot 3: server equipment for items (<i>firewall, switch, router</i>) ○ Lot 5: Computer equipment for items (<i>firewall, switch, router and desktop</i>) ○ Lot 6: Interpretation equipment for items 5: <i>Discussion control unit / interpreters</i> and item 7: <i>Central unit / Voting controller</i>
IS 17.2 (b)	After-sales service is required for lot 6 (training in the use and maintenance of equipment)
IS 18.1	The validity period of the offer will be 180 days .
IS 18.3(a)	<p>In the case of a firm price contract, the Contract Amount will be the Offer Amount discounted as follows:</p> <p>The discount to be applied consists in replacing the firm market price by another firm price in relation to an index calculated after the occurrence of the period of validity of the offers which is six (06) months.</p> <p>$P/P_0 = I(M_0)/I(M_i-6)$ P is the price of the discounted offer, P₀ is the bid price, M₀ is the month in which the bid is submitted, and M_i-6 is the interval between the month in which the discount is calculated and the month in which the bid is submitted. The application of the update is done with a lag of 4 months back, considering that prices remain intangible for 6 months.</p>
IS 20.1	In addition to the original of the offer, the number of copies requested is: The offer will be submitted in electronic version.
IS 20.3	<p>Written confirmation of authorization to sign on behalf of the bidder includes:</p> <ul style="list-style-type: none"> ○ the power of attorney accompanied by the articles of association of the company if applicable ○ Grouping agreement in the case of a grouping of undertakings
D. Submission and opening of tenders	
IS 22.1	For the purpose of submitting tenders , only, the Buyer's address is as follows:

	<p>Attention: West African Health Organization (WAHO)</p> <p>City : Bobo-Dioulasso</p> <p>Country: BURKINA FASO</p> <p>Offers must be written in one of the three (03) ECOWAS languages and must be password protected and sent electronically to the https://data.wahooas.org/tenders/tenders/list platform no later than 03 November 2023 at 12:00 GMT.</p> <p>Candidates who have submitted their tenders, communicate by the https://data.wahooas.org/tenders/tenders/list address, the password of their protected tenders no later than 03 November 2023 at 12:00 GMT.</p> <p>Tenders submitted by other means will not be opened and will be rejected.</p>
IS 25.1	<p>The opening of the envelopes will take place at the following address:</p> <p>The tenders will be opened online on 03 November 2023 at 12:30 GMT in the presence of the tenderers' representatives who wish to attend by videoconference via the Microsoft Teams tool. The link to the meeting will be provided upon request to: procurement@diffusion.wahooas.org</p> <p>On the date scheduled for the opening of the bids, bidders will be able to connect to the online opening session via the invitation link received by email.</p>
IS 25.6	The letter of submission is numbered and initialled by: Not applicable
E. Evaluation and comparison of bids	
IS 30.3	Adjustment will be based on price: Not applicable
IS 32.1	The conversion currency is the FCFA
IS 34.5	<p>The consideration of other factors during the evaluation, in addition to the quoted bid price, includes the factors set out below, described in more detail in Section III, Evaluation and Qualification Criteria;</p> <p>(a) Life-cycle costs: lifetime costs of assets or equipment: <u>No</u></p> <p>(b) The performance and productivity of the equipment offered: <u>No</u></p>
F. Conclusion of a framework agreement	
IS 45	<p>Signature of framework agreement</p> <p>The bidder must sign, date and return the framework agreement within 28 days of receipt.</p>

Section III - Evaluation and Qualification Criteria

This section sets out the criteria that the contracting authority will use to enter into one or more framework agreements. The criteria and methodology described are to evaluate bids and qualify bidders. No other factor, method or criterion shall be used other than that specified in this CAD for the tendering process.

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1. Evaluation of bids (IS 34)

Evaluation criteria (IS 34.2)

The evaluation of a tender by the contracting body may take into account, in addition to the bid price indicated in accordance with **IS 14.8**, **one or more of the following factors specified** in IS 34.2(f) and in TENDER DOCUMENTS referring to IS 34.5, **using the following criteria and methodologies.**

- (a) **Additional specific criteria**

Not applicable

2. Criteria for concluding one or more framework agreements (SI 40)

[Select the appropriate option and add additional criteria, if applicable]

Criteria for a multi-vendor framework agreement :

The contracting body shall conclude framework agreements with tenderers which meet the qualification criteria and whose tenders have been found to be substantially satisfactory, as follows:

- (a) All bidders will be ranked according to the evaluated costs, the first being the lowest evaluated cost, the second being the second lowest evaluated cost, and so on.
- (b) The contracting body will conclude a CA with:
- (i) Bidders ranked first up to the maximum number of suppliers (Y) specified in **TENDER DOCUMENTS IS 1.2 (L)**.

3. Postqualification criteria (IS 36.1)

After determining the substantially compliant tender that offers the lowest assessed cost in accordance with **IS 34**, **the contracting body shall post-qualify the tenderer in accordance with IS 36**, using only the specified requirements. Requirements not included in the text below shall not be used in the assessment of the tenderer's qualifications.

- (b) **Financial capacity** : The tenderer must submit audited financial statements of the last three (03) years (2020, 2021 and 2022) certified by approved experts, and in addition, for bidders who are nationals of ECOWAS Member States, these balance sheets must bear the certification of the services in charge of Taxes or a certificate of turnover issued by the tax services of his country of installation. The required turnover per batch is:
- lot 1: 127,000,000 FCFA
 - lot 2: 20,000,000 FCFA
 - lot 3: 40,000,000 FCFA
 - lot 4: 100,000,000 FCFA
 - lot 5: 85,000,000 FCFA
 - lot 6: 130,000,000 FCFA

In the case of a group of undertakings, this requirement must be met by taking the combined average of the members;

- (c) **Specific Experience:** The Bidder must demonstrate that it has successfully entered **into at least 02 contracts** in the **five (05) years** preceding the bid submission deadline, each with a value **of at least \$40 million** that have been successfully completed in large part and that are similar in nature to the goods it offers to provide and related services. In the case of a joint venture, this requirement can be met by all combined members.
- (d) **Documentary evidence** The bidder must provide documentary evidence to demonstrate that the goods it offers to supply meet the following use requirement: **Manufacturer's authorization**
- (e) **Manufacturing experience and technical capacity:** For goods that the bidder is a manufacturer, the bidder must provide documentary evidence to demonstrate that:
 - (i) it has manufactured products of similar nature and complexity for at least 3 years, prior to the tender deadline; and
 - (ii) its annual production capacity of goods of similar nature and complexity for each of the last three years before the tender deadline shall be at least equal to the quantities specified in the contract.
- (f) **Manufacturer's authorization:** A bidder who does not manufacture one or more items for which a manufacturer's authorization is required in accordance with TENDER DOCUMENTS IS 17.2 (a), the bidder must provide evidence that it has been duly authorized by an authorized manufacturer or distributor (manufacturer's authorization form, Section IV, Tender Forms), meet the criteria set out in (d) (i) and (ii) above, to supply the Goods;
- (g) A bidder that does not manufacture one or more items for which authorization from the manufacturer is not required in accordance with section 17.2 a) of the TENDER DOCUMENTS, the bidder must submit documentation on its supplier status, to the satisfaction of the buyer (e.g. authorized reseller/distributor of the items).

At the time of contract award, the bidder (including each subcontractor proposed by the bidder) will not be disqualified by ECOWAS for non-compliance with SEA/SH obligations.

Section IV - Submission Forms

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Letter of Submission

Primary Procurement - Framework Agreement Supplies

INSTRUCTIONS TO BIDDERS: REMOVE THIS BOX ONCE YOU HAVE COMPLETED THE DOCUMENT

The Bidder must prepare this Letter of Offer on letterhead clearly indicating the full name and business address of the Bidder.

Note: All text in italics is intended to assist bidders in preparing this form.

Framework Agreement - Supplies

Date of submission of submission: [insert date (such as day, month and year) of submission of submission]

Tender number : [insert identification]

Variant No: [insert identification number if it is an offer for an alternative]

To: [insert full name of contracting body]

- (a) **No Reservations:** We have reviewed and have no reservations with respect to the tender document, including addenda issued in accordance with the instructions to bidders (**SI-8**);
- (b) **Eligibility :** We meet the eligibility criteria and have no conflict of interest in accordance with SI 4;
- (c) **Eligible Related Goods and Services:** If we enter into a Master Agreement, the related goods and services that we may provide under a Call-up contract awarded under the Framework Agreement will originate from an Eligible Country in accordance with **SI 5** and Section V, Eligible Countries. Related goods and services originate from [insert name of country(ies)].
- (d) **Submission/Proposal Security Statement :** [select *OPTION 1* or *2*, as applicable]

OPTION 1

"We have not been suspended or declared ineligible by the Buyer(s) on the basis of signing a bid guarantee statement or proposal guarantee statement in the buyer's country in accordance with **IS 4.7** " or

OPTION 2

"We have been suspended or declared ineligible by the following entities based on the execution of a bid guarantee statement or proposal guarantee statement in the buyer's country in accordance with **IS 4.7** [insert entity name]";

- (e) **Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment (SH):** [select the appropriate option from (i) to (iii) below and delete the others. In the case of members

and/or subcontractors of the joint venture, indicate the status of disqualification by ECOWAS of each member and/or subcontractor of the joint venture].

We, including one of our subcontractors:

- (i) [have not been disqualified by ECOWAS for non-compliance with SEA/HS obligations.]
 - (ii) [may be disqualified by ECOWAS for non-compliance with SEA/HS obligations.]
 - (iii) [had been disqualified by ECOWAS for non-compliance with SEA/HS obligations and were removed from the exclusion list. An arbitration award in the disqualification case was rendered in our favour.]
- (f) **Compliance:** We propose to supply, in accordance with the CAD document and in accordance with Section VII - List of Requirements, the following goods: [*insert brief description of goods and related services*];
- (g) **Offer price:** "The total unit price of our offer, excluding the discounts offered in item (h) below, is that indicated in the attached price schedule summary;
- (h) **Unconditional Rebates: The unconditional rebates offered are as follows:** [Specify in detail each unconditional rebate offered.]
- The exact method of calculation for determining the net price after application of unconditional discounts is as follows: [*Specify in detail the method that will be used to apply the discounts*];
- (i) **Offer Period:** Our bid will be valid until [*insert day, month and year in accordance with IS 18.1*], and will remain binding on us and may be accepted at any time prior to the expiration of this period;
- (j) **Performance Bond :** If our bid is accepted and we enter into a framework agreement, we understand that we may be required, as a condition of a subsequent on-call contract, to obtain a performance bond;
- (k) **One bid per bidder: We do not submit any other bids as an individual bidder, and we do not participate in any other bids as a joint venture member or subcontractor, and we meet the requirements of IS 4.3;**
- (l) **Suspension and Exclusion:** We, as well as any of our subcontractors, suppliers, consultants, manufacturers or service providers for any part of the Contract, are not subject to, and are not controlled by, any entity or person that is subject to a temporary suspension or exclusion imposed by ECOWAS or an exclusion imposed by ECOWAS pursuant to the Agreement for the Mutual Execution of Exclusion Decisions between ECOWAS and other development institutions. In addition, we are not ineligible under the official laws or regulations of the country of the contracting body or under a decision of the United Nations Security Council;
- (m) **State enterprise or institution: [select the appropriate option and delete the other] [We are not a state enterprise or institution] / [We are a state enterprise or institution, but we meet the requirements of SI 4.6];**

- (n) **Commissions, tips, fees: We have paid, or will pay,** the following commissions, gratuities or fees in connection with the DAO process or the performance of the Agreement: *[insert each recipient's full name, full address, the reason each commission or gratuity was paid, and the amount and currency of each commission or gratuity]*

Name of recipient	Address	Reason	Quantity

(If none have been paid or are not to be paid, do not indicate "none.")

- (o) **Non-Purchase-related** : We understand that there is no obligation for the Contracting Entity/Buyer to purchase Goods and/or Related Services from an AC Supplier during the Term of the Framework Agreement.
- (p) **No Appeal Contract Expectation**: We confirm that no commitment or form of representation, promise, representation or obligation has been made by the Contracting Body or Buyer with respect to the total quantities or value of the Goods that may be ordered by it, or by any Participating Buyer, pursuant to this Framework Agreement. We acknowledge and agree that we have not submitted this offer on the basis of any such commitment, representation, promise or representation. If we enter into a framework agreement, we do not legitimately expect that an on-call contract will be awarded under the framework agreement.
- (q) **Not required to accept**: With respect to this primary supply, we understand that you are not required to accept any bid you may receive.
- (r) **Fraud and Bribery** : We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of fraud and bribery.

Name of Bidder: *[insert full name of Bidder/

Name of person duly authorized to sign the bid on behalf of the bidder: **[insert full name of person duly authorized to sign the bid/

Title of person signing the offer: [insert full title of person signing the offer]

Signature of the person named above: [insert signature of the person whose name and capacity are indicated above/

Date of signature [insert date of signature] day of [insert *month*], [insert year]

* In the case of a bid submitted by a joint venture, specify the name of the joint venture as bidder.

** The person who signs the bid will have the proxy given by the bidder. The power of attorney must be attached to the submission schedules.

Bidder Information Form

Primary Procurement - Framework Agreement Supplies

[The tenderer shall complete this form in accordance with the instructions set out below. No changes to its format will be permitted and no substitutions will be accepted.]

Date : *[insert date (such as day, month and year) of submission of bids]*

CAD number: *[insert CAD process number]*

Page _____ of _____ pages

1. Name of <i>tenderer</i> <i>[insert legal name of tenderer]</i>
2. In the case of the Joint Undertaking, the legal name of each Member: <i>[insert the legal name of each Member of the Joint Undertaking]</i>
3. Country of actual or planned registration of tenderer: <i>[insert current or planned country of registration]</i>
4. Bidder's year of registration: <i>[insert bidder's year of registration]</i>
5. Address of the tenderer in the country of registration: <i>[insert the legal address of the tenderer in the country of registration]</i>
6. Bidder's Authorized Representative Information Name : <i>[insert name of authorized representative]</i> Address : <i>[insert address of authorized representative]</i> Telephone/fax numbers: <i>[insert telephone/fax numbers of authorized representative]</i> Email address: <i>[insert authorized representative's email address]</i>
7. Copies of the original documents from <i>[tick box(es) on attached original documents]</i> <input type="checkbox"/> Articles of incorporation (or equivalent documents of incorporation or association) and/or registration documents of the legal entity named above, in accordance with the IS 4.4 . <input type="checkbox"/> In the case of a joint venture, a letter of intent to form a joint venture or joint venture agreement in accordance with the IS- 4.1 . <input type="checkbox"/> In the case of a public enterprise or institution, in accordance with the IS 4.6 Documents establishing: <ul style="list-style-type: none"> • Legal and financial autonomy • Operation in commercial law • Establish that the tenderer is not under the supervision of the contracting body or buyer
8. Included are the organizational chart, a list of the board of directors and beneficial ownership.

Bidder's Joint Venture Member Information Form Primary Procurement - Framework Agreement Supplies

[The tenderer shall complete this form in accordance with the instructions set out below. The following table must be completed for the bidder and for each member of a joint venture]].

Date: *[insert date (such as day, month and year) of submission of bids]*

CAD number: *[insert CAD process number]*

Page _____ of _____ pages

1. Name of Bidder: <i>[insert legal name of tenderer]</i>
2. Name of the tenderer's joint venture member: <i>[insert legal name of joint venture member]</i>
3. Country of registration of the member of the tenderer's joint venture: <i>[insert member country of registration of the joint venture]</i>
4. Year of registration of the member of the bidder's joint venture: <i>[insert year of registration of the joint venture]</i>
5. Legal address of the tenderer's joint venture member in the country of registration: <i>[insert legal address of the joint venture member in the country of registration]</i>
6. Information about the authorized representative of the bidder's joint venture member Name: <i>[insert name of authorized representative of the joint venture member]</i> Address: <i>[insert address of authorized representative of JV member]</i> Telephone/fax numbers: <i>[insert telephone/fax numbers of the authorized representative of the members of the joint venture]</i> Email address: <i>[insert email address of JV member's authorized representative]</i>
7. Copies of the original documents from <i>[tick box(es) on attached original documents]</i> <input type="checkbox"/> Articles of incorporation (or equivalent governing or governing documents) and/or registration documents of the above-mentioned legal entity, in accordance with the IS 4.4 . <input type="checkbox"/> In the case of an enterprise or public institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and that they are not under the control of the The procuring entity or purchaser in accordance with the IS 4.6 .
8. Included are the organizational chart, a list of the board of directors and beneficial ownership.

Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment Performance Statement

[The following table is completed by the bidder, each member of a joint venture and each subcontractor proposed by the bidder]

Name of Bidder: *[insert full name]* Date: *[insert day, month, year]* Name of joint venture member or subcontractor: *[insert full name]* CAD number and title: *[insert RFP number and title]* *[insert page number]* of *[insert total number]* pages

EES and/or HS declaration in accordance with Section III, Qualification Criteria and Requirements
<p>We:</p> <p><input type="checkbox"/> (a) have not been disqualified by ECOWAS for non-compliance with SEA/HS obligations</p> <p><input type="checkbox"/> (b) are likely to be disqualified by ECOWAS for non-compliance with SEA/HS obligations</p> <p><input type="checkbox"/> (c) have been disqualified by ECOWAS for non-compliance with SEA/HS obligations and have been removed from the exclusion list. An arbitration award on the disqualification case was rendered in our favour.</p>
<p><i>[If subparagraph (c) above applies, attach evidence that an arbitral award invalidates the findings on the issues underlying the challenge.]</i></p>

Price Schedule Forms

[Note to buyer:

Two sets of fee schedule templates are provided based on: (i) the range of on-call quantities and (ii) the estimated quantities over the CA period, respectively. Buyer must use one or the other of the sets depending on the type of CA and delete the other.

In the case of sole-source CA, providing estimated quantities of items beyond the CA should reasonably allow bidders to offer their unit prices competitively. However, for multi-supplier CA, the contracting body may choose, depending on the nature and type of contract, to provide either the estimated quantities over the CA period or the indicative range of quantities being called.

Where appropriate, more than one on-call band may be specified to allow bidders to specify their prices in relation to each band.]

The Bidder must complete these Price Schedule forms in accordance with the instructions indicated. The list of items in column 1 **of the price lists** shall coincide with the list of related goods and services specified by the contracting body in the list of requirements.

Price lists
[Option 1: Quantities based on indicative quantities under call]
**Price schedule: Goods manufactured outside the country of the
contracting body, to be imported**

Date: _____						
DAO No.: _____						
Page N° _____ of _____						
1	2	3	4	5		6
Line Article N°	Description of goods	Country of origin	Indicative delivery time as defined by Incoterms	Indicative quantity and physical unit per individual call *		<i>Unit price CIP [insert designated place of destination], in accordance with paragraph IS 14.7(b)</i>
				Minimum	Maximum	
<i>[insert article number]</i>	<i>[insert name of goods]</i>	<i>[insert country of origin of goods]</i>	<i>[insert delivery time]</i>	<i>[insert number of units to be provided and name of physical unit]</i>	<i>[insert the number of units to be provided and the name of the physical unit]</i>	<i>[insert unit price]</i>
Name of tenderer <i>[insert full name of tenderer]</i>						
Signature <i>[signature of the person authorized to sign the tender]</i>						
Date <i>[insert date]</i>						

* **Note to Bidder** : If multiple on-call range ranges are provided for an item, unit prices for each range must be inserted.

Note to the Procuring Organization:

- Information for columns 1, 2, 4 (indicative) and 5 (indicative) to be inserted by the contracting body.
- If the topics include subtopics, insert the corresponding information.

[Option 1: Quantities based on indicative quantities under call]

Price schedule: Goods to be supplied from the country of the purchasing organization

					Date: _____	
					DAO No.: _____	
					Page N° _____ of _____	
1	2	3	4	5		6
Post No.	Description of goods	Country of origin (for goods already imported)	Indicative Delivery period as defined by Incoterms	Indicative quantity and physical unit per individual call*		EXW unit price (plus prices to be delivered to the place of destination, if necessary), in accordance with IS 14.7 a (i) or (ii)
				Minimum	Maximum	
<i>[insert article number]</i>	<i>[insert name of goods]</i>		<i>[insert delivery time]</i>	<i>[insert number of units to be provided and name of physical unit]</i>	<i>[insert number of units to be provided and name of physical unit]</i>	<i>[insert unit price]</i>
		Name of tenderer <i>[insert full name of tenderer]</i> Signature <i>[signature of the person authorized to sign the tender]</i> Date <i>[insert date]</i>				

* **Note to Bidder** : If multiple on-call range ranges are provided for an item, unit prices for each range must be inserted.

Note to the Procuring Organization:

- Information for columns 1, 2, 3 (indicative) and 4 (indicative) to be inserted by the contracting body.
- If the topics include subtopics, insert the corresponding information.

[Option 2: Quantities based on estimated quantity over the NOC period]
**Price schedule: Goods manufactured outside the country of the
contracting body, to be imported**

Date: _____					
DAO No.: _____					
Page N° _____ of _____					
1	2	3	4	5	6
Line Article N°	Description of goods	Country of origin	Indicative delivery time as defined by Incoterms	Estimated quantity over the CA period and physical unit	<i>Unit price CIP [insert designated place of destination], in accordance with paragraph IS 14.7(b)</i>
<i>[insert article number]</i>	<i>[insert name of goods]</i>	<i>[insert country of origin of goods]</i>	<i>[insert delivery time]</i>	<i>[insert the number of units to be provided and the name of the physical unit]</i>	<i>[insert unit price]</i>
Name of tenderer <i>[insert full name of tenderer]</i>					
Signature <i>[signature of the person authorized to sign the tender]</i>					
Date <i>[insert date]</i>					

Note to the Procuring Organization:

- Information for columns 1, 2, 4 (indicative) and 5 (indicative) to be inserted by the contracting body.
- If the topics include subtopics, insert the corresponding information.

[Option 2: Quantities based on estimated quantity over the NOC period]

AC- Price schedule: Goods to be supplied from the country of the contracting body

					Date: _____
					DAO No.: _____
					Page N° _____ of _____
1	2	3	4	5	6
Post No.	Description of goods	Country of origin (for goods already imported)	Indicative Delivery period as defined by Incoterms	Estimated quantity over the CA period and physical unit	EXW unit price (plus price to be delivered to the place of destination, if necessary), in accordance with IS 14.7 a (i) or (ii)
<i>[insert article number]</i>	<i>[insert name of goods]</i>		<i>[insert delivery time]</i>	<i>[insert number of units to be provided and name of physical unit]</i>	<i>[insert unit price]</i>
	Name of tenderer <i>[insert full name of tenderer]</i> Signature <i>[signature of the person authorized to sign the tender]</i> Date <i>[insert date]</i>				

Note to the Procuring Organization:

- Information for columns 1, 2, 3 (indicative) and 4 (indicative) to be inserted by the contracting body.
- If the topics include subtopics, insert the corresponding information.

***[If applicable]* Prices for related services and completion schedule**

Date: _____

DAO No.: _____

Page N° _____ of _____

1	2.	4	5	6	7
Item No.	Item Description	Description of services (excluding inland transport and other related services required in the country of the contracting body to transport the goods to their final destination)	Country of origin	Completion period of the related service	Unit price
<i>[insert article number]</i>	<i>[Insert name of goods]</i>	<i>[insert name of Service]</i>	<i>[insert country of origin of the Services]</i>	<i>[insert completion period of related services by element]</i>	<i>[insert unit price]</i>
Name of tenderer <i>[insert full name of tenderer]</i>					
Signature of tenderer <i>[signature of person authorized to sign the tender]</i>					
Date <i>[insert date]</i>					

Summary of the fee schedule

1	2	4	5	6	7
Item No.	Description of goods	EXW unit price <i>(plus prices to be delivered to the place of destination, if necessary)</i>	Unit price CIP <i>(designated place of destination)</i>	Unit price services	Total unit price <i>((4+6) or (5+6), as applicable)</i>
<i>[insert article number]</i>	<i>[insert name of goods]</i>	<i>[insert unit price]</i>		<i>[insert unit price]</i>	<i>[insert total unit price]</i>
	Name of tenderer <i>[insert full name of tenderer]</i> Signature of tenderer <i>[signature of person authorized to sign the tender]</i> Date <i>[insert date]</i>				

Manufacturer's authorisation

*[The tenderer will request the manufacturer to complete this form in accordance with the instructions indicated. This letter of authorization must appear on manufacturer's letterhead and must be signed by a person with the authority to sign documents that bind the manufacturer. The tenderer will include it in its tender, if this is indicated in the **TENDER DOCUMENTS.**]*

Date: *[insert date (such as day, month and year) of submission of bids]*

CAD number: *[insert CAD process number]*

To: *[insert full name of contracting body]*

WHILE

We *[insert full name of manufacturer]*, who are official manufacturers of *[insert type of goods manufactured]*, having factories at *[insert full address of manufacturer's factories]*, hereby authorize *[insert full name of bidder]* to submit a bid for the purpose of supplying the following goods, manufactured by us *[insert name and/or brief description of the goods]*, and subsequently sign a framework agreement allowing them to enter into call contracts for the supply of the goods.

We hereby extend our full warranty in accordance with DAC 11 of the Framework Agreement, with respect to the goods offered by the above company.

We confirm that we do not engage in or employ forced labour or persons subjected to trafficking or child labour, in accordance with DAC 4 of the Framework Agreement.

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

Name: *[insert full name(s) of authorised representative(s) of manufacturer]*

Title: *[insert title]*

Date of ____

Section V - Eligible countries

Eligibility for the supply of goods, works and non-consultancy services under ECOWAS-financed contracts

With respect to SIs 4.8 and SI 5.1, for the information of bidders, at this time, companies, goods and related services from the following countries are excluded from this procurement process:

1. Under SI 4.8(a) and SI 5.1: *[insert list of countries after ECOWAS approval to apply the restriction or indicate "none"]*.
2. Under IS 4.8(b) and IS 5.1: *[insert list of countries after ECOWAS approval to apply the restriction or indicate "none"]*

Section VI - Fraud and corruption

(Section VI not amended)

1. Goal

1.1 The ECOWAS Anti-Corruption Guidelines and this Annex shall apply to procurement under ECOWAS investment project financing operations.

2. Requirements

2.1 ECOWAS requires borrowers (including beneficiaries of ECOWAS funding); Bidders (applicants/proposers), consultants, contractors and suppliers; any subcontractor, sub-consultant, service provider or supplier; any agent (declared or not); and any of their staff, observe the highest ethical standards during the procurement process, selection and execution of ECOWAS-funded contracts, and refrain from fraud and corruption.

2.2 To this end, ECOWAS:

- a. Defines, for the purposes of this provision, the conditions set out below as follows:
 - i. "corrupt practice" means offering, giving, receiving or soliciting, directly or indirectly, anything of value to improperly influence the actions of another party;
 - ii. "fraudulent practice" means any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party in order to obtain a financial or other advantage or to evade an obligation;
 - iii. "collusive practice" means an arrangement between two or more parties to achieve an improper aim, including to unduly influence the actions of another party;
 - iv. "coercive practice" means harming or harming, or threatening to harm or harm, directly or indirectly, a Party or the Party's property in order to unduly influence the actions of a Party;
 - v. "obstructive practice" means:
 - (a) Deliberately destroy, falsify, alter or conceal evidence important to the investigation or make false statements to investigators in order to materially impede an ECOWAS investigation into allegations of corruption, fraud, coercion or collusion; and/or threaten, harass or intimidate a party to prevent it from disclosing its knowledge of matters relevant to the investigation or continuing the investigation; or
 - (b) acts aimed at significantly impeding the exercise by ECOWAS of the inspection and audit rights provided for in paragraph 2.2 (e) below.
- b. rejects a proposal for award if ECOWAS determines that the company or person recommended for award, any of its employees, or its agents, or its sub-consultants, subcontractors, service providers, suppliers and/or their

- employees, has engaged, directly or indirectly, in corrupt, fraudulent, collusive, coercive or obstructive practices in competition for the contract in question;
- c. In addition to the legal remedies set out in the relevant legal agreement, may take other appropriate measures, including the declaration of improper procurement, if ECOWAS determines at any time that representatives of the borrower or a beneficiary of any part of the loan proceeds have engaged in corrupt, fraudulent, collusive, coercive or obstructionist practices during the procurement process, the selection and/or performance of the contract in question, without the borrower having taken appropriate and satisfactory measures for ECOWAS in a timely manner to remedy such practices when they occur, including by failing to inform ECOWAS in a timely manner at the time it became aware of them;
 - d. In accordance with the ECOWAS Anti-Corruption Guidelines, and in accordance with the applicable ECOWAS sanctions policies and procedures, may sanction a company or individual, indefinitely or for a specified period of time, including by publicly declaring such company or person ineligible (i) to be awarded or otherwise benefit from an ECOWAS-funded contract, financially or otherwise;¹ (ii) be ² a subcontractor, consultant, manufacturer or designated supplier, or service provider of a company otherwise eligible for the award of an ECOWAS-funded contract; and (iii) receive the proceeds of any loan granted by ECOWAS or otherwise participate in the preparation or implementation of any ECOWAS-funded project;
 - e. Requires that a clause be included in ECOWAS tender/tender documents and contracts financed by an ECOWAS loan, requiring (i) bidders (applicants/proposers), consultants, contractors and suppliers, and their subcontractors, sub-consultants, service providers, suppliers, personal agents, to allow ECOWAS to inspect³ all accounts, records and other documents relating to the procurement process, the selection and/or execution of contracts, and to have them audited by auditors appointed by ECOWAS.

¹ For the avoidance of doubt, a sanctioned party's ineligibility for contract award includes, but is not limited to, (i) requesting prequalification, expressing interest in a consulting firm and bidding, directly or as a designated subcontractor, designated consultant, manufacturer or supplier, or designated service provider, with respect to that contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

² A designated subcontractor, designated consultant, manufacturer or supplier, or designated service provider (different names are used depending on the particular tender document) is a person who has been: (i) included by the Bidder in its pre-qualification application or bid because it brings specific and essential experience and know-how to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

³ In this context, inspections are usually investigative (i.e., forensics) in nature. These are fact-finding activities undertaken by ECOWAS or persons appointed by ECOWAS to address specific issues related to investigations/audits, such as assessing the veracity of an allegation of possible fraud and corruption, through appropriate mechanisms. These activities include, but are not limited to: accessing, examining and making copies of the records and financial information of a business or individual; access to and review of any other documents, data and information (paper or electronic) deemed relevant to the investigation/audit, and copies thereof, if applicable; interview staff and other relevant persons; conduct physical inspections and site visits; and obtain third-party verification of the information.

PART 2 – Procurement Requirements

Section VII - List of Requirements

Content

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Estimating the timing of related service requirements	76
Technical specifications.....	78
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Notes for the preparation of the estimated schedule of requirements

The estimated requirements table shall be included in the tender document by the contracting body and shall cover, as a minimum, a description of the goods and related services, the indicative total of the quantities required during the CA [or, where appropriate, an indicative range of individual quantities under call].that may be provided under one or more framework agreements, delivery periods named destination(s) and estimates of related service requirements, if applicable.

- **Lot 1: Laptops (WAHO)**

No.	Designation	Physical unit	Minimum quantity	Maximum quantity	Delivery period* according to Incoterms	Named destination(s)
1	iPad Pro 12.9 with accessories		1	3		
2	Notebook HP EliteBook 840 G10, accessories, Docking station		33	99		
3	Headphones with microphone		30	90		
4	ZBook Firefly 14 G9 with dockstation		3	9		

- **Lot 2: Peripherals and Accessories (WAHO)**

No.	Designation	Physical unit	Minimum quantity	Maximum quantity	Delivery period* according to Incoterms	Named destination(s)
1	Battery for inverter 12v7Ah		60	180		
2	Battery for inverter 12v17Ah		8	24		
3	512GB Micro-SSD HDD		8	24		
4	Battery for laptop 820 G3/G4		5	15		
5	Battery for laptop 1040 G3		5	15		
6	Battery for laptop 1040 G4		8	24		

No.	Designation	Physical unit	Minimum quantity	Maximum quantity	Delivery period* according to Incoterms	Named destination(s)
7	Laptop Power Supply 820G4/1040 G3 Charger		10	30		
8	USB-C Charger-Power Supply for 1040 G4 laptop		5	15		
9	Charger - battery repairer		1	3		
10	Inverter		15	45		
11	Ethernet cable roll		1	3		
12	APC Smart-UPS2200 UPS Replacement Battery Cartridge		2	6		
13	Fujitsu FI-7180 Scanner Charger		2	6		
14	Pack of 100 RJ45 connectors		5	15		
15	Pointer with USB dongle		63	189		

- **Lot 3: Server Equipment (WAHO)**

No.	Designation	Physical unit	Minimum quantity	Maximum quantity	Delivery period* according to Incoterms	Named destination(s)
1	Next Generation Firewall		2	6		
2	Firewall Threat Prevention License		2	6		
3	12-month firewall support subscription		1	3		
4	Mikrotik CCR1036-8G-2S+ router		2	6		
5	Mikrotik 48-port switch		1	3		

No.	Designation	Physical unit	Minimum quantity	Maximum quantity	Delivery period* according to Incoterms	Named destination(s)
6	Mikrotik 24-port switch		1	3		

- **Lot 4: Computer Equipment (RCSDC)**

No.	Designation	Physical unit	Minimum quantity	Maximum quantity	Delivery period* according to Incoterms	Named destination(s)
1	Next Generation Firewall		2	6		
2	Firewall Threat Prevention License		2	6		
3	12-month firewall support subscription		1	3		
4	Mikrotik CCR1036-8G-2S+ router		2	6		
5	Mikrotik 24-port switch		2	6		
6	Wireless accepoint controler		2	6		
7	Laptop computer HP EliteBook 840 G10 with accessories		11	33		
8	ZBook Firefly 14 G9 with dockstation		1	3		
9	Color Printers HP Color LaserJet Pro M479dw		2	6		
10	Cartridges for color printers HP Color Laserjet Pro M479dw		4	12		
11	1.5 KVA UPS for computer systems and screens		15	45		

No.	Designation	Physical unit	Minimum quantity	Maximum quantity	Delivery period* according to Incoterms	Named destination(s)
12	Replacement batteries for 5 KVA UPS APC 5000VA Smart UPS Rack Mount 230V - SUA5000RMI5U		4	12		
13	Charger - battery reparer		1	3		
14	Headphones with microphone		15	45		
15	High-resolution 34-inch curved external display with built-in speakers and camera		2	6		

- **Lot 5: WAHO videoconferencing equipment**

No.	Designation	Physical unit	Minimum quantity	Maximum quantity	Delivery period* according to Incoterms	Named destination(s)
1	Video projector		5	10		
2	Ceiling mounting accessories and miscellaneous	Ceiling support (White)	6	12		
3		WiFi module (b/g/n)	6	12		
4		Safety Wire	6	12		
5		Extension ceiling support (tube 450mm)	6	12		
6		Carrying case	6	12		

No.	Designation	Physical unit	Minimum quantity	Maximum quantity	Delivery period* according to Incoterms	Named destination(s)
7	Dust filter		6	12		
8	Motorized projection screen 3,20x2,40m 4:3		2	4		
9	PTZOptics NDI Camera 30X, PT30X-NDI + Professional Trepods		4	8		
10	PTZ IP Camera for Video Conferencing + Professional Trepods	NDI PTZ Camera with 20x Optical Zoom, Simultaneous HDMI/3G-SDI/IP Outputs Support PoE, Full HD 1080p@60fps Broadcast IP Live + Professional Trepods	2	4		
11	PTZ IP Camera Controller		3	6		
12	Hardware video mixer		4	8		
13	USB audio interface		9	18		
14	SAMSUNG 65AU7172 TVs or equivalent		6	12		
15	TV mounting accessories		6	12		

No.	Designation	Physical unit	Minimum quantity	Maximum quantity	Delivery period* according to Incoterms	Named destination(s)
16	Audio Equipment Package - HK Audio Speakers or equivalent		4	8		
17	- Line amplifier 100v 130W		4	8		
18	Inverter 1600VA		15	30		
19	High-resolution 34-inch curved external display with built-in speakers and camera		28	56		

- **Lot 6: WAHO Interpretation Equipment**

No.	Designation	Physical unit	Minimum quantity	Maximum quantity	Delivery period* according to Incoterms	Named destination(s)
1	WPNETTOUCH EclerNet Control Touch-Screen		6	12		
2	Interpreter console		6	12		
3	Delegate console		75	150		
4	President console		1	2		
5	Discussion Control Unit / Interpreters		1	2		
6	Infrared emitter		1	2		
7	CPU / Voting controller		1	2		
8	Infrared receiver		100	200		
9	Headphones		150	300		
10	Infrared heater		2	4		
	ACCESSORIES					
11	Round metal tube mounted on tripod		2	4		
12	Tripod protection and storage cover		2	4		
13	Rack-trunk		1	2		
14	Link cable between delegated consoles		51	102		
15	Cable between delegate console and Interpretation unit		2	4		
16	Link cable between interpreter consoles		5	10		

No.	Designation	Physical unit	Minimum quantity	Maximum quantity	Delivery period* according to Incoterms	Named destination(s)
17	Cable between interpreter console and Interpretation unit		2	4		
18	Delegate console storage flight case		3	6		
19	Flight case for storing interpreter consoles		1	2		
20	Flight case for storing IR radiators		1	2		
21	Specifying Channels (Related Services)		1	2		

Estimated schedule of related service requirements*

1	2.	4	
Item No.	Item Description	Description of services in accordance with the estimated list of goods and delivery schedule (excluding inland transport and other related services required in the country of the contracting body to transport the goods to their final destination)	Location(s) where the Services will be performed (<i>if known</i>)
<i>[insert article number]</i>	<i>Insert Bon name</i>	<i>[insert name of Service]</i>	
1	WPNETTOUCH EclerNet Control Touch-Screen	Training in the use and maintenance of equipment	WAHO headquarters in Bobo-Dioulasso
2	Interpreter console		
3	Delegate console		
4	President console		
5	Discussion Control Unit / Interpreters		
6	Infrared emitter		
7	CPU / Voting controller		
8	Infrared receiver		
9	Headphones		
10	Infrared heater		
	ACCESSORIES		

11	Round metal tube mounted on tripod	Training in the use and maintenance of equipment	WAHO headquarters in Bobo-Dioulasso
12	Tripod protection and storage cover		
13	Rack-trunk		
14	Link cable between delegated consoles		
15	Cable between delegate console and Interpretation unit		
16	Link cable between interpreter consoles		
17	Cable between interpreter console and Interpretation unit		
18	Delegate console storage flight case		
19	Flight case for storing interpreter consoles		
20	Flight case for storing IR radiators		
21	Specifying Channels (Related Services)		

Technical specifications

The purpose of technical specifications (TS) is to define the technical characteristics of the goods and related services required by the contracting body. The contracting authority shall draw up the detailed SC taking into account that:

- *The TK are the reference points against which the contracting body will check the technical responsiveness of the tenders and then evaluate the tenders. Therefore, a well-defined TK will facilitate the preparation of admissible bids by bidders, as well as the review, evaluation and comparison of bids by the contracting body.*
- *The ST will require that all goods and materials to be incorporated into the goods be new, unused and of the latest or current designs, and incorporate all recent improvements in design and materials, unless otherwise specified in the contract.*
- *The ST uses best practices. Samples of specifications from similar successful purchases in the same country or industry can provide a solid basis for TK drafting.*
- *ECOWAS encourages the use of metric units.*
- *Standardization of technical specifications may be beneficial, depending on the complexity of the goods and the repetitive nature of the type of procurement. The technical specifications must be broad enough to avoid restrictions on the manufacture, materials and equipment commonly used in the manufacture of similar types of goods.*
- *The equipment, materials and manufacturing standards specified in the CAD document shall not be restrictive. Recognized international standards should be specified as far as possible. Reference to brand names, catalogue numbers or other details that limit materials or items to a specific manufacturer should be avoided as much as possible. Where unavoidable, this description of the article should always be followed by the words "or substantially equivalent". Where other specific standards or codes of practice are mentioned in the TS, whether from the borrower or other eligible countries, a statement must follow other authoritative standards that ensure at least substantially equal quality, then the standards mentioned in the ST will also be acceptable.*
- *The technical specifications shall describe in detail the requirements concerning, but not limited to, the following:*
 - (a) *Material and manufacturing standards required for the production and manufacture of goods.*
 - (b) *Any technical requirements for sustainable public procurement shall be clearly specified. Please refer to the ECOWAS Government Procurement Regulations and Sustainable Procurement Guidance Briefs/Toolkit for more information. The requirements to be specified must be sufficiently specific not to require an assessment based on graded criteria/merit point system. Sustainable procurement requirements shall be specified in such a way as to allow for the assessment of these requirements on the basis of successes or failures. In order to encourage bidder innovation to meet sustainable procurement requirements, as long as the*

bid evaluation criteria specify the monetary adjustment mechanism for bid comparison purposes, bidders may be asked to offer goods that exceed the specified minimum sustainable procurement requirements.

- (c) Detailed tests required (type and number).*
- (d) Other additional work and/or related services required to achieve delivery or full completion.*
- (e) The detailed activities to be carried out by the supplier and all relevant activities of the contracting body.*
- (f) List of detailed functional guarantees covered by the guarantee and specification of liquidated damages to be applied in the event that these guarantees are not respected.*

[The ST specifies all essential technical and performance characteristics and requirements, including maximum or minimum guaranteed or acceptable values, as appropriate. Whenever necessary, the contracting body will include an additional ad hoc tender form (to be attached to the letter of offer), in which the tenderer will provide detailed information on these technical performance characteristics with regard to the corresponding acceptable or guaranteed values.]

[When the procuring entity requests the tenderer to provide in its submission some or all of the technical specifications, technical lists or other technical information, it shall specify in detail the nature and extent of the information required and the manner in which it is to be presented by the tenderer in its submission.]

[If a summary of the technical specifications is to be provided, the contracting body shall insert information in the table below. The Bidder must prepare a similar table to justify compliance with the requirements]

Summary of technical specifications. *Related products and services must comply with the following technical specifications and standards:*

Technical specifications and detailed standards

LOT 1: LAPTOPS (WAHO)

No.	Designation	Quantity	Technical specifications requested	Technical specifications proposed by the tenderer	Comment on discrepancies [to be completed by the tenderer if any]
1	iPad Pro 12.9 with accessories	1	iPadOS 16 System Size and screen (diagonal) 12.9 Liquid Retin XDR Apple M2 processor (8 cores, 10 GPUs) RAM 8GB Storage 256 GB Port: 1 Thunderbolt / USB 4 Wifi 6E + Bluetooth 5.3 + Cellular LTE and 5G (Nano-SIM) 12MP rear camera 12MP front camera Face ID, LiDAR, Accelerometer, barometer Accessories included: USB-C charging cable (1m), 20W USB-C power adapter, Tablet engraved with XXXXXXXXXXXX Other accessories: Apple pencil Gen2 engraved with the mention XXXXXXXXXXXX, AZERTY smart keyboard folio for iPad pro 12.9 (6th generation), USB-C to USB adapter, AppleCare+		
2	Notebook HP EliteBook 840 G10, accessories, Docking station	33	Windows 11 Pro (preinstalled with Windows 10 Pro Lower) Intel® Core™ i5 minimum latest generation -512GB PCIe Gen 4x4 NVMe™ SSD M.2 SED TLC 16GB DDR5-4800MHz RAM 14" TFT Touch-screen Display (With HD Decode, DX12, HDMI 2.0b and HDCP 2.3 support) Graphics card Supports HD Decode, DX12, HDMI 2.1. 35.6 cm (14 inch) diagonal display (1920 x 1200), IPS, anti-glare, 1,000 nits, 100% sRGB, HP Sure View Reflect integrated privacy filter Intel Wi-Fi 6 AX201 (2x2) and Bluetooth 5, vPro Combo -High debit Mobile: Intel® XMM™ 7560 LTE-Advanced Pro Cat. 16 2 Thunderbolt™ 4 ports with USB Type-C®, 40Gbps transfer speed (USB Power, DisplayPort™ 1.4); 2 USB Type-A ports, 5 Gbps transfer speed (including 1 charging); 1 HDMI 2.1 port; 1 combined stereo jack Headset/microphone - Long-lasting batteries - Rechargeable wireless keyboard and mouse (same manufacturer as the notebook with 14 AZERTY FR		

No.	Designation	Quantity	Technical specifications requested	Technical specifications proposed by the tenderer	Comment on discrepancies [to be completed by the tenderer if any]
			French and 4 QWERTY US English keyboards and 2 portuguese keybord) - Docking station compatible to provide with at least HDMI, Diplay Port		
3	Headphones with microphone	30	Logitech Zone Wired, Wired, Connections: USB-A, USB-C		
4	ZBook Firefly 14 G9 with dockstation	3	Intel® Core™ i7 minimum ENERGY STAR Qualified Configuration Intel® AX211 Wi-Fi 6E and Bluetooth® 5.3 vPro AMT vPro™ Technology Enabled Dual Array Microphone 5 MP Camera 14" diagonal WUXGA WLED+LBL UWVA Anti-Glare Privacy Screen for WWAN for IR Webcam (1920x1200)(1000 Nits) 64 GB (2x32 GB) DDR5 4800 SODIMM Memory 1 TB PCIe-4x4 2280 NVMe TLC SSD Clickpad Backlit spill-resistant Premium Privacy Keyboard (AZERTY) Fingerprint Reader 65 Watt nPFC Slim USB-C Straight AC Adapter C5 1.0m Premium Power Cord Long Life 51Whr Fast Charge 3 cell Batter HP Tamper Lock One-year (1/1/0) limited warranty Intel® Core™ i7 vPro Label (G12) Electronic TCO Certified labeling Belkin Pro Thunderbolt 4Dock		

LOT 2: DEVICES AND ACCESSORIES (WAHO)

No.	Designation	Quantity	Technical specifications requested	Technical specifications proposed by the tenderer	Comment on discrepancies [to be completed by the tenderer if any]
1	Battery for inverter 12v7Ah	60	CSB / YUASA / LONG		
2	Battery for inverter 12v17Ah	8	CSB / YUASA / LONG		
3	512GB Micro-SSD HDD	8	M.2 PCIe NVMe - 2280 internal SSD 512GB		
4	Battery for laptop 820 G3/G4	5	Chemistry: Lithium-ion Capacity: 3700 mAh Voltage: 11.4 V - Dimension: 160.20 x 127.50 x 8.40 mm		
5	Battery for laptop 1040 G3	5	Chemistry: Lithium-ion Capacity: 3900 mAh Voltage: 11.4 V Dimension: 283.80 x 124.20 x 6.90 mm		
6	Battery for laptop 1040 G4	8	Chemistry: Li-Polymer Capacity: 67Wh Voltage: 11.55V		
7	Laptop Power Supply 820G4/1040 G3 Charger	10	Universal Manual Charger 90W for Laptop, Charger with 11 Adapters Compatible with HP, Dell, ASUS, Lenovo, Acer		
8	USB-C Charger-Power Supply for 1040 G4 laptop	5	65W USB Type-C™ adapter		
9	Charger - battery repairer	1	OptiMATE Battery Charger TM254 Optimate7 AmpMatic, 7 12V 10A		
10	Inverter	15	- Eaton 5E - 900 Watt - 1500 VA		
11	Ethernet cable roll	1	Category 6		
12	APC Smart-UPS2200 UPS Replacement Battery Cartridge	2	RBC43 V7 48VDC Replacement Battery for APC Model 2200RMI2U		
13	Fujitsu FI-7180 Scanner Charger	2	Input voltage: 110-240 V / output: 24 V 3 A 72 W		
14	Pack of 100 RJ45 convectors	5			
15	Pointer with USB dongle	63			

LOT 3: SERVER EQUIPMENT (WAHO)

No.	Designation	Quantity	Technical specifications requested	Technical specifications proposed by the tenderer	Comment on discrepancies [to be completed by the tenderer if any]
1	Next Generation Firewall	2	Firewall Palo Alto Network PA-460		
2	Firewall Threat Prevention License	2	PA-460, Professional Subscription Bundle (Threat Prevention, Advanced URL Filtering, Wildfire, DNS Security), 3 year (36 months) term #PAN- PA-460-BND-PRO-3Y		
3	12-month firewall support subscription	1	Palo Alto Partner Enabled Premium support 1 year prepaid, #PAN-SVC-PREM-460		
4	Mikrotik CCR1036-8G-2S+ router	2	1U rackmount, 8x Gigabit Ethernet, 2xSFP+ cages, LCD, 36 x cores, 1.2GHz CPU, 4GB RAM, 41.5mpps fastpath, Up to 28Gbit/s throughput, RouterOS L6, Dual PSU		
5	Mikrotik 48-port switch	1	48 Gigabit Ethernet router/switch with four 10Gbps SFP+ ports in 1U rackmount case, 2 x 40G QSFP+ ports, Dual Boot and PoE output(Passive PoE, low voltage PoE, 802.3af/at (Type 1 "PoE" / Type 2 "PoE+") with auto-sensing), 750W CRS354-48P-4S+2Q+RM		
6	Mikrotik 24-port switch	1	24 Gigabit Ethernet router/switch with oven 10Gbps SFP+ ports in 1U rackmount case, Dual Boot and PoE output, 500W CRS328-24P-4S+RM		

LOT 4: COMPUTER EQUIPMENT (RCSDC)

No.	Designation	Quantity	Technical specifications requested	Technical specifications proposed by the tenderer	Comment on discrepancies [to be completed by the tenderer if any]
1	Next Generation Firewall	2	Firewall Palo Alto Network PA-460		
2	Firewall Threat Prevention License	2	PA-460, Professional Subscription Bundle (Threat Prevention, Advanced URL Filtering, Wildfire, DNS Security), 3 year (36 months) term #PAN- PA-460-BND-PRO-3Y		
3	12-month firewall support subscription	1	Palo Alto Partner Enabled Premium support 1 year prepaid, #PAN-SVC-PREM-460		
4	Mikrotik CCR1036-8G-2S+ router	2	1U rackmount, 8x Gigabit Ethernet, 2xSFP+ cages, LCD, 36 x cores, 1.2GHz CPU, 4GB RAM, 41.5mpps fastpath, Up to 28Gbit/s throughput,RouterOS L6, Dual PSU		
5	Mikrotik 24-port switch	2	24 Gigabit Ethernet router/switch with oven 10Gbps SFP+ ports in 1U rackmount case, Dual Boot and PoE output, 500W CRS328-24P-4S+RM		
6	Wireless accepoint controler	2	Ubuquity Dream Machine Pro SKU: UDM-Pro-EU All-in-one, enterprise-grade UniFi OS Console and security gateway designed to host the full UniFi application suite Features: Pre-installed UniFi Network application LAN ports: (8) GbE RJ45, (1) 10G SFP+ WAN ports: (1) GbE RJ45, (1) 10G SFP+ Threat management and traffic/client identification (1) 3.5" HDD bay for storing UniFi Protect recordings To manage existing Unifi Access Point in our network		
7	Laptop computer HP EliteBook 840 G10 with accessories	11	Enterprise Range Windows 11 Pro (preinstalled with Windows 10 Pro Lower) Intel® Core™ i5 minimum latest generation -512GB PCIe Gen 4x4 NVMe™™ M.2 SED TLC SSD - 16GB DDR5-4800MHz RAM - 14" TFT Touch-screen Display (With HD Decode, DX12, HDMI 2.0b and HDCP 2.3 support) - Graphics card Supports HD Decode, DX12, HDMI 2.1. 35.6 cm (14 inch) diagonal display (1920 x 1200), IPS, anti-glare, 1,000 nits,		

No.	Designation	Quantity	Technical specifications requested	Technical specifications proposed by the tenderer	Comment on discrepancies [to be completed by the tenderer if any]
			100% sRGB, HP Sure View Reflect integrated privacy filter - Intel Wi-Fi 6 AX201 (2x2) and Bluetooth 5 Combo, vPro Mobile broadband: Intel® XMM™ 7560 LTE- Advanced Pro Cat. 16 2 Thunderbolt™ 4 ports with USB Type-C®, 40Gbps transfer speed (USB Power, DisplayPort™ 1.4); 2 USB Type-A ports, 5 Gbps transfer speed (including 1 charging); 1 HDMI 2.1 port; 1 combined headphone/microphone stereo jack - Long-lasting batteries Rechargeable wireless keyboard and mouse (same manufacturer as the notebook with 3 AZERTY FR French and 6		
8	ZBook Firefly 14 G9 with dockstation	1	Intel® Core™ i7 minimum ENERGY STAR Qualified Configuration Intel® AX211 Wi-Fi 6E and Bluetooth® 5.3, vPro AMT vPro™ Technology Enabled Dual Array Microphone 5 MP Camera 14" diagonal WUXGA WLED+LBL UWVA Anti-Glare Privacy Screen for WWAN for IR Webcam (1920x1200)(1000 Nits) 64 GB (2x32 GB) DDR5 4800 SODIMM Memory 1 TB PCIe-4x4 2280 NVMe TLC SSD Clickpad Backlit spill-resistant Premium Privacy Keyboard (AZERTY) Fingerprint Reader 65 Watt nPFC Slim USB-C Straight AC Adapter C5 1.0m Premium Power Cord Long Life 51Whr Fast Charge 3 cell Battery HP Tamper Lock One-year (1/1/0) limited warranty Intel® Core™ i7 vPro Label (G12) Electronic TCO Certified labeling - Belkin Pro Thunderbolt 4 Dock		
9	Color Printers HP Color LaserJet Pro M479dw	2	<ul style="list-style-type: none"> •Print, Scan, Copy •Front: 29/20 ppm (black/colour) •50-sheet automatic document feeder with single-sided scanning •Print front and back automatic •Wi-Fi dual band with Bluetooth – 		

No.	Designation	Quantity	Technical specifications requested	Technical specifications proposed by the tenderer	Comment on discrepancies [to be completed by the tenderer if any]
			Low Energy •Jet Direct 10/100 Base-TX print server card •Network & USB interface •Supply with Cat-6 Patch Cord and USB Cable		
10	Cartridges for color printers HP Color Laserjet Pro M479dw	4	HP 202X 3-pack High Yield Cyan/Magenta/Yellow Original LaserJet Toner Cartridges, CF500XM HP 202X 2-pack High Yield Black Original LaserJet Toner Cartridges, CF500XD		
11	1.5 KVA UPS for computer systems and screens	15	Eaton 5E UPS 900 Watt 1500 VA		
12	Replacement batteries for 5 KVA UPS APC 5000VA Smart UPS Rack Mount 230V - SUA5000RM15U	4	RBC55 - APC Replacement Battery Cartridge, VRLA battery, 17Ah, 12VDC, 2-year warranty		
13	Charger - battery repairer	1	OptiMATE Battery Charger TM254 Optimate7 AmpMatic, 7 12V 10A		
14	Headphones with microphone	15	Logitech Zone Wired, Wired, Connections: USB- A, USB-C		
15	High-resolution 34-inch curved external display with built-in speakers and camera	2	HP E34m G4 Conferencing Monitor - E-Series - LED Display - Curved - 34" or equivalent		

LOT 5: WAHO videoconferencing equipment

No.	Designation	Quantity	Technical specifications requested	Technical specifications proposed by the tenderer	Comment on discrepancies [to be completed by the tenderer if any]
1	EPSON EB-2250U video projector or equivalent	5	<p>Specifications</p> <p>Projection system: 3LCD technology, RGB LCD shutter</p> <p>LCD panel: 0.76 inch with D10 Image</p> <p>Colour brightness: 5,000 lumen-3,800 lumen (economy) according to IDMS15.4</p> <p>White light output: 5,000 lumen - 3,800 lumen (economy) In accordance with ISO 21118:2020</p> <p>Resolution: WUXGA</p> <p>High definition: Full HD</p> <p>Aspect ratio: 16:10</p> <p>Contrast ratio: 15,000 : 1</p> <p>Lamp: 300 W, 5,000 h Longevity, 10,000 h Longevity (in economy mode)</p> <p>Keystone Correction: Vertical Auto: ± 30°, Horizontal Automatic ± 20°</p> <p>Video processing: 10 Bits</p> <p>2D vertical refresh rate: 200 Hz - 240 Hz</p> <p>USB 2.0-A, USB 2.0, RS-232C, Ethernet interface (100 Base-TX/10 Base-T), VGA input (2x), VGA output, HDMI input (2x), Composite input, RGB input (2x), RGB output jack, MHL, Output jack, Input jack (2x), Wi-Fi b/g/g 2.5 GHz (optional), IEEE 802.11b/g/n wireless LAN (WiFi 4) (optional)</p>		
2	Ceiling mounting accessories and miscellaneous	6	Ceiling support (White)		
3		6	WiFi module (b/g/n)		
4		6	Safety Wire		
5		6	Extension ceiling support (tube 450mm)		
6		6	Carrying case		
7		6	Dust filter		
8		Motorized projection screen 3,20x2,40m 4:3	2	<p>Motorized projection screen 3.20 x 2.40m, 4:3 format, white PVC canvas gain mast 1.05, HD resolution, black outline 4cm, black blackout back, Radio frequency (RF) remote control + wall switch, White Housing, Wall installation or ceiling. Canvas: PVC white mast gain 1</p> <p>Blackdrop : 4 cm</p> <p>Carter: White</p>	
9	PTZ IP Camera for Video Conferencing	4	PTZOptics NDI Camera 30X, PT30X-NDI + Professional Trepods		
10	+ Professional Trepods	2	NDI PTZ Camera with 20x Optical Zoom, Simultaneous HDMI/3G-		

No.	Designation	Quantity	Technical specifications requested	Technical specifications proposed by the tenderer	Comment on discrepancies [to be completed by the tenderer if any]
			SDI/IP Outputs Support PoE, Full HD 1080p@60fps Broadcast IP Live + Professional Tripods		
11	PTZ IP Camera Controller	3	IP Joystick Camera Controller PTZOptics PT-JOY-G4		
12	Hardware video mixer	4	Blackmagic ATEM Mini ISO, 4 input5 record streams for clean feeds of all inputs. A DaVinci project is saved for editing and relinking to Blackmagic RAW files for Ultra HD finishing.		
13	USB audio interface	9	USB-C audio interface Scarlet Focusrite 2i2 with 2 between/2 outputs. It has 2 new Scarlett combo amps, HQ encoding 24-bits/192kHz, and powered by USB-C		
14	SAMSUNG 65AU7172 TVs or equivalent	6	- 4K UHD LED TV - 65" (163 cm) - Smart TV - 3 X HDMIscreen size: 65" (163 cm)LED display format : Crystal UHD 4KResolution: 3840 x 2160 pixelsHDR technology: HDR10+ / HLGHDtty of HDMI ports: 3Design: Thinness of the frame: 3 thin edges / Thinness of the screen: Slim design (25 mm) / Black foot: Slim FeetImage enhancements: Brightness / Contrast: Mega Contrast Riches		
15	TV mounting accessories	6	TV Wall Mount for 37-84 inch screens up to 60KG, Tilting and Adjustable TV Wall Mount Max. VESA 600x400mm, Wall TV Hanger		
16	Audio Equipment Package - HK Audio Speakers or equivalent	4	HK Audio - IL82PU (The Pair) - Components: HP 8" (20cm) / piezzo tweeter with trompe- Frequency response +/- 3 dB: 120 Hz - 18 kHz- Sensitivity 1W/1M (Half-space): 103 dB, SPL max.: 125 dB (10% THD)- Dispersion (H x V): 100 degrees x 90 degrees- Manufacture: polyurethane / Connectors: terminal blocks- Options: Wall mounting (SHK ILMB4), hanging rings (SHK ILEB8)- Dimensions: W23.5 x H35 x D23 cm / Weight: 5.5 kg / Colour blackPower: Less than 200 W		
17	Line amplifier 100v 130W	4	Audiophony PA amplifier - Combo130 Front settings: Volume of the 3 microphone channels Volume of the channel Aux1/MP3/TUNER Volume of the channel AUX2 Adjustment of the low and treble tone Control of the mp3 player and the Tuner Activation of the chime Level viewing monitor · Rear settings: Setting the priority attenuation level · Rear connections: Jack input for microphones 1 and 2 RCA input for AUX1 and AUX2 channels Output over RCA to send the mixed signal to another amp Connections for FM and AM antennas High impedance speaker outputs 70 and 100 V Low impedance speaker outputs 16 to 4 Omhs · Tuner receiver: Ability to record Autoscan		

No.	Designation	Quantity	Technical specifications requested	Technical specifications proposed by the tenderer	Comment on discrepancies [to be completed by the tenderer if any]
			stations Manual search FM frequencies: 87.00 MHz - 108.00 MHz Frequency hopping: 10 KHz Antenna: 75 Ohms unbalanced - AM frequencies: 522 KHz - 1611 KHz Frequency hop: 9/10 KHz - Antenna provided · USB drive: Playback functions Search functions Programming ranges Play mp3 files on hard disk or USB stick formatted in FAT32 Capacity up to 500 MB - 99 folders on 8 layers maximum Sampling rate limited to 320kbs · Technical specifications: Power supply: 220 V 50-60 Hz Consumption: 175 W Dimensions: 483(W) x 89(H) x 366(D) mm Net weight: 11.36 kgPower: From 100 to 200 WOutput level: Low impedance + 100V line		
18	Inverter 1600VA	15	EATON - Ellipse PRO 1600 USB FR or equivalent - Line-Interactive UPS - 1600VA (8 French plugs) - Standard surge arrester - ELP1600FR		
19	High-resolution 34-inch curved external display with built-in speakers and camera	28	HP E34m G4 Conferencing Monitor - E-Series - LED Display - Curved - 34" or equivalent		

LOT 6: WAHO Interpretation Equipment

No.	Designation	Quantity	Technical specifications requested	Technical specifications proposed by the tenderer	Comment on discrepancies [to be completed by the tenderer if any]
1	WPNETTOUCH EclerNet Control Touch-Screen	6	"Processor: Quad core processor, clocked 1.6G Screen size: 10.1" Resolution: 1280x800 pixels Contrast Ratio: 1300 Brighness: 300 cdm2 Scale: 16:9 Display: IPS, 218x135mm Touch-panel: Capacitive multi-touch Ethernet: 1 RJ-45, Ethernet Base-Tx 10/100Mb / 1GB CAT5e gold better up to 100m. PoE supports Programing and control: EclerNet manager Power supply: Universal, external power supply 12VDC, 2A PoE: Yes AC hands requirement: 100-240V@50-60Hz, 12V/2A Max power consumption: 350mA from 12V External Power Supply Voltage 125mA from PoE		
2	Interpreter console	6	Frequent response: 20 Hz ≤ f ≤ 20KHz (audible band) Mic Type: Capacitive Mic sensitivity: -50dB Distortion rate: less than 0.5% Number of channels: ≥ 4 Console type: Desktop		
3	Delegate console	75	Microphone: high sensitivity, cardoid, electret Headphone jack: Jack Volume Adjustment / Language Switcher Lcd Voting option with magnetic card Microphone type: desktop with headphones Number of channels: ≥ 4		
4	President console	1	Microphone: high sensitivity, cardoid, electret Headphone jack: Jack Volume Adjustment / Language Switcher Lcd Voting option with magnetic card Microphone type: desktop with headphones Number of channels: ≥ 4 / with priority option		
5	Discussion Control Unit / Interpreters	1	Alimantation parameters: AC220V - 250V, 50Hz Capacity: more than 4 channels Frequent response: 20 Hz ≤ f ≤ 20KHz (audible band) Distortion rate: less than 0.05% Installation type: 19" rack mount		
6	Infrared emitter	1	Alimantation parameters: AC220V - 250V, 50Hz Modulation: Digital Wireless Base Station / IR-DSP Carrier frequency: 2 - 8 Mhz Frequent response: 20 Hz ≤ f ≤ 20KHz (audible band) Distortion rate: less than 0.3% Installation type: 19" rack mount		

No.	Designation	Quantity	Technical specifications requested	Technical specifications proposed by the tenderer	Comment on discrepancies [to be completed by the tenderer if any]
			Capacity: 4 channels		
7	CPU / Voting controller	1	Alimentation parameters: AC220V - 250V, 50Hz Managing more than 150 voting units System Control: By USB Installation type: 19" rack mount Capacity: 4 channels		
8	Infrared receiver	100	Modulation: Digital Wireless Base Station / IR-DSP Carrier frequency: 2 - 8 Mhz Distortion rate: less than 0.3% Capacity: 4 channels Autonomy: ≥ 24h / Lithium battery Type: Portable LCD screen: Language display with corresponding channel number		
9	Headphones	150	Type: Stereo Connectors: 3.5mm stereo jack Plastic headband holder with high torsional strength Acceptable power: 230mW Cable length: 1.5m		
10	Infrared heater	2	Modulation: Digital Wireless Base Station / IR-DSP Carrier frequency: 2 - 8 Mhz Infrared radiation power: 25W Infrared coverage distance: 50m Radiation angles: Horizontal = 75° / Vertical = 45° Mandatory cooling, mode of your choice Carrier wavelength: 800nm		

ACCESSORIES

11	Round metal tube mounted on tripod	2	Type: Telescopic Total length: 2m Black color		
12	Tripod protection and storage cover	2	Black color		
13	Rack-trunk	1	Materials: hard plastic Black color Useful depth 450mm Two covers: rear and front Type: 19" 8U 4 clasps recessed on each lid and 2 handles		
14	Link cable between delegated consoles	51	Depends on suppliers of translation equipment / long mini: 3m		
15	Cable between delegate console and Interpretation unit	2	Mini length: 20m		
16	Link cable between interpreter consoles	5	Depends on suppliers of translation equipment / long mini: 3m		
17	Cable between interpreter console and Interpretation unit	2	Mini length: 20m		
18	Delegate console storage flight case	3	20 per case		
19	Flight case for storing interpreter consoles	1	8 per case		
20	Flight case for storing IR radiators	1	2 per case		

No.	Designation	Quantity	Technical specifications requested	Technical specifications proposed by the tenderer	Comment on discrepancies [to be completed by the tenderer if any]
21	Specifying Channels (Related Services)	1	00 -- Direct voice from microphones 01 -- English 02 -- English 03 -- Portuguese		

Drawings

This CAD document includes [*insert "the following" or "not"*] drawings.

Not applicable

List of drawings		
Drawing number	Drawing name	Goal

Inspections and tests

The following inspections and tests shall be carried out: **Not applicable**

PART 3 – Procuring Entity Forms

Procuring agency forms

Content

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Notification of intention to conclude one or more framework agreements

[This notification of intention to conclude one or more framework agreements is sent to each bidder that has submitted a tender. Send this notice to the Bidder's authorized representative named in the Bidder Information Form]

Attention: Bidder's authorized representative

Name: *[insert name of authorized representative]*

Address: *[insert address of authorized representative]*

Telephone/fax numbers: *[insert telephone/fax numbers of authorized representative]*

Email address: *[insert authorized representative's email address]*

[IMPORTANT: insert the date on which this notification is sent to the bidders. The notification must be sent simultaneously to all tenderers. That is, on the same date and as close as possible to the same time.]

Contracting agency: *[insert name of contracting authority]*

Project: *[insert project name]*

Title of Framework Agreement: *[insert name of CA]*

Country: *[insert country where the CAD is issued]*

Loan number / Credit number / Grant number: *[insert reference number for loan/credit/grant]*

OAD Number: *[insert GPP CAD reference number]*

Date of transmission: This notification is sent by: *[email/fax]* on *[date]* (local time)

Notification of intention to conclude one or more framework agreements

This Notice of Intent to enter into one or more Framework Agreement(s) (Notification) informs you of our decision to enter into the Framework Agreement(s) referred to above. The transmission of this notification marks the beginning of the standstill period. During the standstill period, you can:

1. request a report on the evaluation of your submission, and/or
2. lodge a public procurement complaint in relation to the decision to conclude the Framework Agreement.

The successful bidder(s) is (are) the successful bidder(s) are:

Item No.	Description	Estimated quantity over the KT period or Call quantity range	Name of tenderer	Price of the read offer	Estimated cost of bid (if applicable)		

All Bidders [INSTRUCTIONS: Insert the names of all bidders who submitted bids. If the bid price(s) or pricing mechanism(s) has been evaluated, include the evaluated price as well as the reading price.]

Item No.	Description	Estimated quantity over the KT period or Call quantity range	Name of tenderer	Price of the read offer	Estimated cost of bid (if applicable)		

Notification of the conclusion of a framework agreement

[Use letterhead from the purchasing organization]

[Date]

At: *[name and address of successful tenderer]*

Notification of the conclusion of a framework agreement Framework Agreement No. *[insert reference number AC]*

The purpose of this letter is to inform you that your offer dated *[insert date]* to enter into a framework agreement for the supply of *[insert short title to the goods]* is accepted by our Agency.

Please sign, date and return the Framework Agreement within *[insert applicable time limit for signing the CA in accordance with the IS]* days after receipt.

Signature authorized:

Name:

Title/Position:

Name of organization:

Telephone:

Email:

Attachment : Framework Agreement

PART 4 – Framework Agreement

Framework agreement

[This form shall be completed by the contracting body in accordance with the instructions provided in italics. The text in italics should be deleted from the outcome document.]

***Note:** The terminology related to the parties to the Framework Agreement differs from the terminology used for the parties involved in the primary procurement process. In the primary procurement process, the contracting body is responsible for establishing the CA(s). However, the parties to the CA will be the "Buyer(s)" (i.e. the agencies of the Borrower that have the right to purchase under the CA) and, if applicable, a "Lead Buyer" or "Responsible Agency" acting on behalf of one or more Purchasers and responsible for the management and administration of the CA.]*

This Framework Agreement *[insert framework agreement reference number]* is concluded for the supply of *[insert brief description of related goods and services]*

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

Come in

WEST AFRICAN HEALTH ORGANIZATION (WAHO) ECOWAS specialized institution in health whose head office is located in Bobo-Dioulasso at 175, avenue Daniel Ouezzin Coulibaly, 01 BP 153 01 Burkina- Faso, represented by its **Director General, Dr. Melchior Athanase J C. AÏSSI**, and

the Supplier *[insert name of Supplier]*, a company incorporated under the laws of *[insert country of Supplier]* and having its principal place of business at *[insert address of Supplier]* (Supplier).

This Framework Agreement is subject to the provisions described in the sections and annexes listed below, as well as to any amendments.

This Framework Agreement shall enter into a standing offer by the Supplier to supply the specified goods to the Buyer(s) during the term of the Framework Agreement, as and when the Buyer wishes to purchase them, through a recall agreement.

The following documents shall be deemed to form and be read and construed as forming part of this Framework Agreement and, if applicable, any appeal contract awarded under this Framework Agreement.

Provisions of the Framework Agreement

Appendix 1: Schedule of requirements

Appendix 2: Price lists

Appendix 3: Security Forms

Annex 4: Secondary Procurement

Annex 5: List of participating buyers [*use for multi-user CAs, otherwise delete*]

IN WITNESS WHEREOF, the Parties to this Framework Agreement have caused this Framework Agreement to be executed in accordance with the laws of Burkina Faso on the day, month and year indicated above.

"For and on behalf of the Buyer:"

For and on behalf of WAHO

For and on behalf of the Supplier:

Dr. Melchior Athanase J. C. AÏSSI
As Managing Director

XXXXXXXXXXXXXXXXXXXXXXXXXXXX
As:

Provisions of the Framework Agreement (DAC)

[This section shall be completed by the contracting body in accordance with the instructions provided in italics. The text in italics should be deleted from the outcome document.]

Provision of the Framework Agreement (DAC)	Description
1. Definitions	<p>1.1. The following words and phrases have the meanings ascribed herein.</p> <p>(a) ECOWAS refers to global ECOWAS, i.e. International ECOWAS for Reconstruction and Development (IBRD) and/or the International Development Association (IDA), acting on its own behalf or in its capacity as administrator of trust funds provided by other donors.</p> <p>(b) "Base Price" means the unit price of the Framework Agreement (CA) before any price adjustment in accordance with DAC 8.</p> <p>(c) "Business Day" means any day that is an official business day of the Buyer. It excludes official holidays of the Buyer.</p> <p>(d) "On-call contract" is a contract awarded under a framework agreement, through a secondary procurement process, for the supply of goods and related services.</p> <p>(e) "Closed framework agreement" means that no new undertaking may enter into a framework agreement during the term of the framework agreement.</p> <p>(f) "Effective Date" is the date on which this Framework Agreement is signed by both parties, i.e. the beginning of the Term.</p> <p>(g) "Contract Price" is the price payable to the Supplier as specified in each recall contract, subject to any additions and adjustments or deductions that may be made under the Contract.</p> <p>(h) "Day" means calendar day.</p> <p>(i) "Goods" means all goods, materials, articles, goods, raw materials, machinery, equipment and/or other materials, as specified in the AC provisions, which the supplier is obliged to supply to the buyer under a recall contract.</p>

	<p>Where appropriate, for interpretation purposes, the definition of goods shall include related services.</p> <p>(j) "In writing" means communicated or recorded in written form. It includes, for example, mail, e-mail, facsimile or communication through an electronic procurement system (provided that the electronic system is accessible, secure, ensures integrity and confidentiality, and has sufficient audit trails).</p> <p>(k) "Incoterms" means the international trade terms for goods published by the International Chamber of Commerce (ICC).</p> <p>(l) "Principal Buyer", when named in the Framework Agreement, means a party to the Framework Agreement, as a Purchaser in its own right under the Framework Agreement and as the body responsible for the management and administration of the Framework Agreement for use by other Participating Buyers, as specified in DAC 2.2. All communications, including notices, in connection with the framework agreement must be addressed to the principal purchaser. All communications, including notices, relating to an appeal call contract, must be addressed to the purchaser named in the call agreement.</p> <p>(m) "Multi-User Master Agreement" means a Master Agreement under which more than one buyer is permitted to purchase through an on-call agreement, as specified in DAC 2.2;</p> <p>(n) "Buyer" means the agency or agencies of the Borrower that are authorised to purchase Goods from a Supplier under an On-Call Contract awarded under a Framework Agreement. Where appropriate, for the purposes of interpreting the framework agreement, the term buyer includes the lead purchaser or the responsible body.</p> <p>(o) "Buyer's Country " is the country specified in DAC 2.3.</p> <p>(p) "Ancillary Services" means services ancillary to the supply of the Goods, such as insurance, installation, training, initial maintenance and other obligations of the Supplier, excluding domestic transport and other services required in the Buyer's country to transport the Goods to their final destination.</p> <p>(q) "Responsible Agency ", when named in the Framework Agreement, is a party to the Framework Agreement, but only in its capacity as the body responsible for the</p>
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	<p>management and administration of the Framework Agreement for use by Participating Buyers. All communications, including opinions, relating to the Framework Agreement must be addressed to the responsible body.</p> <p>(r) "Secondary procurement" is the method used to select a supplier and award a contract on call under this Framework Agreement.</p> <p>(s) "Single User Framework Agreement" means a Framework Agreement in which there is only one Buyer, as specified in DAC 2.2.</p> <p>(t) "Supplier" means the person, private or governmental entity, or a combination thereof, who has entered into a Master Agreement to provide a Buyer, from time to time, and as required, the Goods and, if applicable, the Related Services, pursuant to a Deposit Agreement.</p> <p>(u) "Term" means the term of this Framework Agreement as described in DAC 2.4 from the Effective Date. Where applicable, it includes any extension of the Initial Term, if permitted in CA 2.5.</p>
<p>2. Information specific to the framework agreement</p>	<p>2.1. This framework agreement covers the purchase and supply, under separate call contracts, of <i>[insert short title that describes the type of goods and any related services]</i>. The goods and related services are described in more detail in Annex 1: Schedule of Requirements, including, where applicable: List of Goods, List of Related Services, Technical Specifications, Drawings and Inspections and Testing.</p> <p>2.2. <i>[insert either "This is a single-user framework agreement". or "This is a multi-user framework agreement. All participating buyers are listed in Annex [insert Annex number]"]</i></p> <p>2.3. The country of the buyer is: <i>[insert country name]</i></p> <p>2.4. The Master Agreement and Call Agreements shall be governed by and construed in accordance with the laws of <i>[indicate: " Buyer's Country ", unless any other law applies]</i>.</p> <p>2.5. The duration of this framework agreement shall be <i>[insert number of years]</i> years. <i>[NOTE: the maximum initial duration must not exceed 3 years]</i> from the date of entry into force.</p> <p>2.6. <i>[Delete as not applicable if term is not to be extended]</i> The Term may be extended, at Buyer's sole discretion, and where Supplier has performed satisfactorily. To extend the Term, Buyer must give Supplier at least three (3) months' written notice prior to the date on which the Framework Agreement</p>

	<p>would otherwise have expired. The total duration of the Framework Agreement shall not exceed five (5) years.</p> <p>2.7. The edition of Incoterms that applies is as follows: <i>[insert date of issue]</i></p> <p>2.8. <i>[Price adjustment - DAC 8 if applicable]</i>: Index source, exchange rate source (if applicable) and base date indices <i>[to be inserted by supplier]</i></p> <p>2.9. Any notification given by either party to the other under this Framework Agreement shall be in writing using the fastest available method, such as e-mail with acknowledgement of receipt. A notice comes into force on the time it is given or on the day on which the notice comes into force, whichever is later.</p> <p>The representatives of each Party, who will be the main point of contact for the other Party with respect to matters arising from this Framework Agreement, including advice, are specified below. If the representative is replaced, the party replacing him or her shall promptly inform the other party in writing of the name and contact details of the new representative. Any designated representative shall be authorised to take decisions on the day-to-day operation of the Framework Agreement.</p> <p>2.10. Buyer's representatives</p> <p>Attention : WAHO Director General</p> <p>City : Bobo Dioulasso,</p> <p>Sector : 01-Province du Houet - 175 Avenue : Dr Ouezzin Coulibaly</p> <p>Postal code: 01 BP 153 Bobo-Dioulasso 01</p> <p>Country : Burkina Faso</p> <p>Phone : +226 20 97 57 75</p> <p>Fax : +226 20 97 57 72</p> <p>Email : procurement@diffusion.wahooas.org</p> <p>Supplier Representatives</p> <p>The name and contact information of the supplier's representative for the purposes of this Framework Agreement and the address for notices relating to this Framework Agreement shall be as follows:</p> <p>Name:</p> <p>Title/Position:</p> <p>Address:</p>
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	<p>Telephone:</p> <p>Mobile:</p> <p>Email:</p>
<p>3. Framework Agreement Documents</p>	<p>3.1. This Framework Agreement (FCA) should be read as a whole. When a document is incorporated by reference into this Framework Agreement, it shall be deemed to form, read and interpret the framework of this Framework Agreement.</p> <p>3.2. This Framework Agreement shall comprise the following documents:</p> <ul style="list-style-type: none"> (a) the Framework Agreement, including all sections and annexes; (b) Notice of conclusion of a framework agreement; and (c) Bid submission form (from the primary procurement process).
<p>4. Obligations of the supplier</p>	<p>4.1. Supplier will offer to provide (standing offer) to Buyer the Goods, including related Services, if any, described in Annex 1 of the Framework Agreement: List of Requirements, for the Term of this Framework Agreement, in accordance with the terms and conditions set forth in this Framework Agreement.</p> <p>4.2. Supplier will respond to a request for quotation or direct contract from a Buyer within the period specified in such request either (i) by submitting a quotation or (ii) by accepting the award of the contract in case of direct selection or (iii) by informing Buyer that it does not intend to provide the Goods and related Services (if any) under the Deposit Agreement.</p> <p>4.3. During the term of the Framework Agreement, the Supplier will continue to be eligible and qualified, and the Goods will continue to be eligible, in accordance with the qualification and eligibility criteria stipulated in the main procurement process and the provisions of paragraphs 4.4(a) to 4.4(c) below. The Supplier shall immediately inform the Buyer, in writing, if it ceases to be qualified and/or ceases to be eligible, or if the Goods cease to be eligible.</p> <p>4.4. The Supplies supplied under Call Contracts that may be awarded by the Buyer are:</p> <ul style="list-style-type: none"> (a) quality, type and what is specified in the Framework Agreement, Annex 1: List of Requirements; (b) at the contractual price specified in the call contract; and

	<p>(c) in specified quantities, at the times and places specified in the subsequent appeal contract.</p> <p>4.5. <i>[Include DAC 4.5 for rapidly evolving technologies such as information systems (computers, software, communication technologies, etc.) clarify that this requirement applies.]</i> At any time during the Term of the Framework Agreement, if technological advances are introduced by the Supplier for the Goods offered for the Framework Agreement, the Supplier will provide the Buyer(s) with firm order contracts the latest versions of the Goods available at the time of the Call-up, having equal or better performance or functionality at no additional cost to the Buyer(s).</p> <p>4.6. Supplier agrees that this Framework Agreement and any additional provisions set forth in an Appeal Agreement apply to the supply of Goods.</p> <p>4.7. Forced labor</p> <p>The Supplier, including its Subcontractors, shall not employ or engage forced labour or trafficked persons.</p> <p>Forced labour is any work or service, not performed voluntarily, that is demanded of an individual under threat of force or punishment, and includes any type of involuntary or compulsory labour, such as contract labour, bonded labour, or similar contractual arrangements for work.</p> <p>Trafficking in persons is defined as the recruitment, transportation, transfer, harbouring or receipt of persons by the threat or use of force or other forms of coercion, abduction, fraud, deception, abuse of power or a position of vulnerability, or by the giving or receiving of payments or benefits to obtain the consent of a person having control over another person, for operational purposes.</p> <p>4.8. Child labour</p> <p>The Supplier, including its Subcontractors, shall not employ or engage a child under the age of 14, unless national law specifies a higher age (the minimum age).</p> <p>The Supplier, including its Subcontractors, shall not employ or engage a child between the minimum age and the age of 18 in any manner that is likely to be dangerous, or interfere with, the child's upbringing, or be harmful to the child's physical, mental, spiritual, moral or social health or development.</p> <p>Work considered hazardous to children is work which, by its nature or the circumstances in which it is performed, is likely to</p>
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	<p>endanger the health, safety or morals of children. Professional activities prohibited to children include work:</p> <ul style="list-style-type: none"> (a) in case of exposure to physical, psychological or sexual abuse; (b) underground, underwater, working at heights or in confined spaces; (c) with dangerous machinery, equipment or tools, or involving the handling or transport of heavy loads; (d) in unhealthy environments exposing children to hazardous substances, agents or processes, or to temperatures, noise or vibration harmful to health; or (e) in difficult conditions such as working long hours, at night or in confinement at the employer's premises. <p>4.9. Health and safety obligations</p> <p>Supplier shall comply, and shall require its Subcontractors to comply, with all applicable health and safety regulations, laws, directives and other requirements set forth in the Technical Specifications.</p> <p>4.10. The Supplier shall comply with the additional obligations specified in the Recall Agreement.</p>
<p>5. Maintenance of qualifications and eligibility</p>	<p>5.1. The Supplier will continue to have the nationality of an eligible country. A Supplier or subcontractor shall be deemed to be a national of a country if the Supplier is incorporated, incorporated or registered in, and operates in accordance with, the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent incorporation or association documents) and registration documents, as applicable.</p> <p>5.2. All related goods and services to be provided under a firm order contract and financed by ECOWAS will continue to originate in eligible countries. For the purposes of this provision, origin means the country where the goods were grown, extracted, grown, produced, manufactured or processed; or by manufacture, processing or assembly, means another commercially recognized article which differs substantially from its components in its essential characteristics. Ineligible countries, if any, are listed in DAC 5.5 below.</p> <p>5.3. To continue to be eligible, the Supplier must not have been sanctioned by ECOWAS, in accordance with the ECOWAS Anti-Corruption Guidelines and in accordance with its</p>

	<p>applicable sanctions policies and procedures, as set out in the ECOWAS Sanctions Framework.</p> <p>5.4. The Buyer may require, during the term of the Framework Agreement, proof of the Supplier's continued qualification and eligibility, and of the continued eligibility of the Goods. Failure to provide such evidence, as requested, may result in exclusion of the supplier from participation in a secondary procurement process and/or the awarding of an on-call contract and/or termination of the framework agreement.</p> <p>5.5. At present, companies, goods and services from the following countries are excluded from this Framework Agreement as they are not eligible.</p> <p><i>[[insert list of countries after ECOWAS approval to apply the restriction or indicate "none"].]</i></p>
<p>6. Role of the lead purchaser or lead agency</p>	<p>6.1. Where a lead buyer or responsible agency is a party to the framework agreement, its role is to manage and administer the framework agreement for the participating buyer or buyers. All communications, including notices, relating to the framework agreement must be addressed to the lead purchaser or responsible body.</p> <p>6.2. The lead purchaser or responsible body is responsible for all matters relating to the framework agreement, including, for example, amendments, suspension and termination of the framework agreement. For matters relating to individual appeal contracts, all communications, including notices, must be made to the purchaser named in the appeal agreement.</p> <p>6.3. Where no lead purchaser or responsible body has been designated, the designated purchaser is responsible for the management and administration of the framework agreement and the provisions of DAC 2.9 above, with respect to communications and notices, etc., apply to the purchaser.</p>
<p>7. Contract price</p>	<p>7.1. The contract price for each on-call contract (purchase order) is determined by applying:</p> <p>For direct selection:</p> <p>the base price (unit price(s) stipulated in the Framework Agreement, Annex 2, subject to the adjustments specified in DACs 8 and 9; and any additional prices for domestic transport and other services required in the buyer's country to transport the goods to their final destination specified in the call contract.</p> <p>or</p>

	<p>For the mini-competition:</p> <p>the successful competitive bid subject to the adjustments specified in DACs 8 and 9; and any additional prices for domestic transportation and other services required in the buyer's country to transport the goods to their final destination specified in the tender.</p>
<p>8. Adjustments for changes in costs</p>	<p>8.1. Adjustments to the basic price (unit prices) provided for in the framework agreement</p> <p><i>[Select one of the two options]</i></p> <p><i>[OPTION 1: Use for CAs when the <u>determinant indices related to the unit price(s) are not expected to vary by more than ±5% during the duration of the CA.</u> In this case, use the following text:</i></p> <p>"The unit price(s) offered by the Supplier, as stipulated in the CA, will apply to all On-Call Contracts awarded during the CA Term. The unit price(s) shall not be subject to any price adjustment at a secondary market price and/or subsequent on-call contract award."</p> <p><i>OR</i></p> <p><i>[OPTION 2: Use for CAs where the <u>determinant indices related to the unit price(s) are expected to vary by more than ±5% over the duration of the CA</u> In this case, use the following text:</i></p> <p>"The unit price(s) stipulated in the CA shall not be subject to adjustments for on-call contracts awarded within <i>[insert number of months based on price volatility trend]</i> months from the date of conclusion of the CA. For any on-call contract awarded after this specified period, the unit price(s) shall be adjusted as follows:</p> <p>(a) for on-call contracts awarded by the secondary procurement method on the basis of competitive quotations (mini-competitions), suppliers will be required to offer prices that do not exceed their adjusted unit price(s), as adjusted below;</p> <p>(b) For on-call contracts awarded using a secondary procurement method involving direct selection (i.e., not awarded through a mini-competition), the price adjustment below will be applied to that supplier's unit price(s) to determine the price of the called-on contract.</p> <p>The price adjustment is intended to reflect changes in labour costs, hardware components and/or other factors</p>

during the relevant CA period. Where a price adjustment applies, it shall be calculated as follows:

$$P_1 = P_0 \left[a + \frac{bL_1}{L_0} + \frac{bM_1}{M_0} \right] - P_0$$

$$a+b+c = 1$$

in which:

P1 = Call unit price of the contract.

P0 = unit price, as described in the Framework Agreement, Annex 2: Price Schedules.

a = A fixed element representing profits and overheads included in the contract price.

b = Estimated percentage of the labour component in the contract price.

c = Estimated percentage of the material component in the contract price.

L0, L1 = labour indices applicable to the appropriate industry in the country of origin at the base date and the adjustment date, respectively.

M0, M1 = indices of main raw materials at the base date and the adjustment date, respectively, in the country of origin.

The Supplier will indicate the source of the indices, the source of the exchange rate (if any) and the base date indices in its offer.

The coefficients are as follows:

a = *[insert coefficient value; usually in the range of 5 to 15 %]*

b = *[insert coefficient value]*

c = *[insert coefficient value]*

Base date = *[insert specific date which was thirty (30) days prior to the deadline for submission of bids in the primary procurement process]*

Date of adjustment =:

i) *For direct selection: the date 30 days prior to the formation of the appeal contract*

	<p>ii) <i>For the mini contest: the date 30 days prior to the Request for Quote.</i></p> <p>If the currency in which the contract price (P0) is expressed is different from the original currency of the labour and material indices, a correction factor will be applied to avoid incorrect adjustments of the unit price(s). The correction factor is: $Z0 / Z1$, when:</p> <p style="padding-left: 40px;">$Z0$ = the number of currency units of the origin of the indices that are equal to one unit of currency of the contract price P_0 on the base date, and</p> <p style="padding-left: 40px;">$Z1$ = the number of currency units of the origin of the indices that are equal to one unit of currency of the Contract Price P_0 at the adjustment date.</p>
9. Adjustments for legislative amendments	<p>9.1. If, after the date of 28 days preceding the date of submission of the Offer for the Framework Agreement, a law, regulation, ordinance, ordinance or regulation having the force of law is promulgated, promulgated, repealed or amended in place of the Buyer's Country (which shall be deemed to include any change in interpretation or application by the competent authorities) which subsequently affects the Base Price (unit price(s) stipulated in the Framework Agreement, these unit prices will then be increased or decreased accordingly, to the extent that the Supplier has thus been affected in the performance of one of its obligations under the Framework Agreement. Notwithstanding the foregoing, such additional or reduced costs will not be paid or credited separately if they have already been accounted for in the price adjustment provisions, if any, in accordance with CAD 8.</p>
10. Subcontractors	<p>10.1. The Supplier shall inform the Buyer in writing of all subcontracts awarded under the Firm Tender Contracts if not already specified in the Framework Agreement. Such notification, in the Framework Agreement or subsequently, shall not relieve the Supplier of its obligations, duties, liabilities or obligations under the Deposit Agreement.</p>
11. Guarantee	<p>11.1. The Supplier warrants that all Goods are new, unused and of the latest or current designs, and that they incorporate all recent improvements in design and materials, unless otherwise provided in the Contract.</p> <p>11.2. The Supplier further warrants that the Goods will be free from defects resulting from any act or omission of the Supplier or arising from design, materials and workmanship, under normal</p>

	<p>use under the conditions prevailing in the country of final destination.</p> <p>11.3. Supplier shall comply with any additional warranty obligations specified in the Ordering Agreements.</p>
12. Copyright	<p>12.1. Copyright in all drawings, documents and other materials containing data and information provided to Buyer by Supplier herein shall vest in Supplier, or, if provided to Buyer directly or through Supplier by a third party, including suppliers of materials, copyright in such materials shall vest in such third party.</p>
13. Patent indemnity	<p>13.1. The Supplier shall, subject to compliance by the Buyer of 13.2 below, indemnify and hold harmless Buyer and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs and expenses of any kind, including attorneys' fees and costs, that Buyer may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright or other intellectual property right registered or otherwise existing on the date of the contract due to:</p> <ul style="list-style-type: none"> (a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and (b) the sale in any country of the products manufactured by the Goods. <p>This indemnity does not cover any use of the Goods or any part thereof other than for the purposes indicated by the Contract or reasonably inferred from the Contract, nor any breach arising out of the use of the Goods or any part thereof, or any product manufactured in combination with or in combination with any other equipment, or materials not supplied by the supplier, in accordance with the contract.</p> <p>13.2. If any proceeding is instituted or a claim is made against the Buyer arising out of the matters referred to in 13.1 above, the Buyer shall promptly notify the Supplier, and the Supplier may, at its own expense and on behalf of the Buyer, conduct such proceeding or claim and any negotiations for the settlement of such proceeding or claim.</p> <p>13.3. If Supplier fails to notify Buyer within twenty-eight (28) days of receipt of such notice that it intends to conduct such proceedings or claims, Buyer shall be free to do the same on its own behalf.</p>

	<p>13.4. Buyer shall, at Supplier's request, provide all assistance available to Supplier in the conduct of such proceeding or complaint, and shall be reimbursed by Supplier for all reasonable costs incurred in doing so.</p> <p>13.5. Buyer shall indemnify and hold harmless Supplier and its employees, officers and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs and expenses of any kind, including attorneys' fees and costs, that Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright or other intellectual property right registered or otherwise existing on the date of the Contract arising out of or in connection with any design, data, drawing, specification or other document or material provided or designed by or on behalf of Buyer.</p>
<p>14. Limitation of Liability</p>	<p>14.1. Except in cases of criminal negligence or willful misconduct,</p> <p>(a) the Supplier shall not be liable to the Buyer, whether in contract, tort or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production or loss of profits or interest charges, provided that this exclusion does not apply to any obligation of the Supplier to pay liquidated damages to the Buyer and</p> <p>(b) Under each Call-up Agreement, Supplier's aggregate liability to Buyer, whether under the Contract, tort or otherwise, shall not exceed the price of the Deposit Agreement, provided that this limitation does not apply to the cost of repairing or replacing the defective equipment, or to any obligation of the Supplier to indemnify the Purchaser for patent infringement.</p>
<p>15. Force majeure</p>	<p>15.1. The Supplier shall not be liable for forfeiture of its performance guarantee (if necessary), liquidated damages or termination for default if and to the extent that its delay in performance or any other breach of its obligations under the Framework Agreement and/or an Appeal Agreement is the result of force majeure.</p> <p>15.2. For the purposes of this provision, "Force Majeure" means an event or situation beyond the Supplier's control that is not foreseeable, unavoidable and not caused by negligence or lack of diligence on the part of the Supplier. These events may include, but are not limited to, the acts of the Buyer in its sovereign capacity, wars or revolutions, fires, floods and embargoes on freight.</p>

	<p>15.3. If a situation of force majeure occurs, the Supplier shall promptly inform the Buyer in writing of this condition and the cause thereof. Unless otherwise specified in writing by the Buyer, the Supplier will continue to perform its obligations under the Contract to the extent possible and will seek all other reasonable means of performance not prevented by the force majeure event.</p> <p>15.4. If the performance of the Agreement is substantially prevented, hindered or delayed for a single period of more than sixty (60) days or a total period of more than one hundred and twenty (120) days due to one or more Force Majeure events during the term of the Agreement, the Parties shall attempt to develop a mutually satisfactory solution, failing which either Party may terminate the Agreement by giving notice to the other Party.</p>
16. Tongue	<p>16.1. The language of this Framework Agreement and of any Appeal Agreement shall be [<i>insert language</i>]. Supporting documents and printed documentation that form part of this Framework Agreement, as well as any appeal agreement, may be made out in another language provided that they are accompanied by an accurate translation of the relevant passages into the specified language, in which case, for the purposes of this Framework Agreement and any appeal contract called, such translation shall prevail.</p> <p>16.2. The Supplier shall bear all costs of translation into the applicable language and all risks related to the accuracy of such translation.</p>
17. Fraud and corruption	<p>17.1. ECOWAS requires that the ECOWAS Anti-Corruption Guidelines and its existing sanctions policies and procedures, as set out in the ECOWAS Sanctions Framework, as set out in the Annex to the Provisions of the Framework Agreement (Fraud and Corruption).</p> <p>17.2. Buyer shall require Supplier to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party in connection with the primary or secondary procurement process or the performance of a subsequent on-call contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.</p>
18. Records, inspections and audits	<p>18.1. The Supplier shall maintain and make all reasonable efforts to ensure that its subcontractor(s), if any, maintain accurate and systematic accounts and records with respect to this Framework Agreement, the Goods and any Call Contract called, in a form</p>

	<p>and details that will clearly identify relevant time changes and costs.</p> <p>18.2. In accordance with paragraph 2.2 e. of the Annex to the Framework Agreement, the Supplier shall authorize and cause to be that its agents (whether declared or not), subcontractors, sub-consultants, service providers, suppliers and personnel, allow ECOWAS and/or persons designated by ECOWAS to inspect the Site and/or accounts, records and other documents relating to the request for quotation process and/or the execution of the Framework Agreement and/or any Call-up Agreement. The attention of the Supplier and its subcontractors is drawn to DAC 17 (Fraud and Corruption) which provides, inter alia, that acts aimed at materially hindering the exercise of ECOWAS inspection and audit rights constitute a prohibited practice punishable by termination of the contract (as well as a decision of ineligibility in accordance with the sanctions procedures in force of ECOWAS).</p>
<p>19. Confidential information</p>	<p>19.1. The Buyer and the Supplier shall keep confidential and shall not, without the written consent of the other, disclose to any third party any documents, data or other information provided directly or indirectly by either party under the Framework Agreement.</p> <p>19.2. A party's obligation under DAC 19.1 above does not apply to information that:</p> <ul style="list-style-type: none"> (a) the Buyer or Supplier must share with ECOWAS or other institutions involved in the financing of a Call Contract (b) now, or in the future, enters the public domain through no fault of that party (c) can be proved that it possessed at the time of disclosure and that was not previously obtained, directly or indirectly, from the other party (d) otherwise becomes lawfully available to that party to a third party who has no obligation of confidentiality.
<p>20. Amendment of the Framework Agreement</p>	<p>20.1. Any amendment to this Framework Agreement, including an extension of the term, must be made in writing and signed by both parties. An amendment may be made at any time after the signature of this Framework Agreement by both Parties and before its expiry.</p>

<p>21. Mission</p>	<p>21.1. The Supplier shall not assign, in whole or in part, its obligations under this Framework Agreement and/or the Calling Agreements without the prior written consent of the Buyer.</p>
<p>22. Termination of the Framework Agreement</p>	<p>22.1. Buyer, without prejudice to any other remedies for breach of the Framework Agreement or the Auto-Dispatch Agreement, may terminate this Framework Agreement immediately, by written notice to Supplier, if:</p> <ul style="list-style-type: none"> (a) in the Buyer's opinion, the Supplier has engaged in Fraud and Bribery, or (b) during the Term of the Framework Agreement, the Supplier ceases to be qualified or eligible, or (c) the Supplier purports to assign, transfer or otherwise dispose of this Framework Agreement and/or the Appeal Agreement, in whole or in part, without the prior written consent of the Buyer, or (d) the Supplier becomes bankrupt or otherwise insolvent, or (e) the Supplier does not fulfil any other obligation under the Framework Agreement and/or any Purchase Order Calling Agreement. <p>22.2. Buyer may terminate this Framework Agreement and/or any Auto-Calling Agreement, in whole or in part, by written notice to Supplier at any time for its convenience. The notice of termination shall state that the termination is for the convenience of Buyer, the extent to which Supplier's performance under the Master Agreement is terminated and the date on which such termination takes effect.</p> <p>22.3. Upon expiry or early termination of this Framework Agreement, all automated calling contracts already concluded under this Framework Agreement shall remain in full force and effect. However, no other firm order contracts will be awarded after termination of the framework agreement.</p>
<p>23. Settlement of disputes relating to the Framework Agreement</p>	<p>23.1. In the event of a dispute arising out of or in connection with this Framework Agreement, the Parties shall make all reasonable efforts in good faith to communicate and cooperate with each other with a view to resolving the dispute amicably.</p> <p>23.2. Once the parties have exhausted the process described in CAD 23.1, they may, by mutual agreement, designate the dispute and refer it to an arbitrator or mediator for assistance in resolving it. The parties will bear their own costs associated with such a referral and will share the costs of the arbitrator. When</p>

	<p>appointing the arbitrator, the parties should agree whether the arbitrator's decision should be final and binding.</p> <p>23.3. Any other dispute resolution mechanism for automated call contracts shall be as specified in call-back contracts.</p>
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Annex to the Framework Agreement

Fraud and corruption

(The text of this Appendix shall not be amended)

1. Goal

1.1 The ECOWAS Anti-Corruption Guidelines and this Annex shall apply to procurement under ECOWAS investment project financing operations.

2. Requirements

2.1 ECOWAS requires borrowers (including beneficiaries of ECOWAS funding); bidders (applicants/proposers), consultants, contractors and suppliers; any subcontractor, sub-consultant, service provider or supplier; any agent (declared or not); and any of their staff, observe the highest ethical standards during the procurement process, selection and execution of ECOWAS-funded contracts, and refrain from fraud and corruption.

2.2 To this end, ECOWAS:

- a. Defines, for the purposes of this provision, the conditions set out below as follows:
 - i. "corrupt practice" means offering, giving, receiving or soliciting, directly or indirectly, anything of value to improperly influence the actions of another party;
 - ii. "fraudulent practice" means any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party in order to obtain a financial or other advantage or to evade an obligation;
 - iii. "collusive practice" means an arrangement between two or more parties to achieve an improper aim, including to unduly influence the actions of another party;
 - iv. "coercive practice" means harming or threatening to harm or harm, directly or indirectly, a Party or the Party's property in order to unduly influence the actions of a Party;
 - v. "obstructive practice" means:
 - (a) Deliberately destroy, falsify, alter or conceal evidence important to the investigation or make false statements to investigators in order to materially impede an ECOWAS investigation into allegations of corruption, fraud, coercion or collusion; and/or threaten, harass or intimidate a party to prevent it from disclosing its knowledge of matters relevant to the investigation or continuing the investigation; or
 - (b) acts aimed at significantly impeding the exercise by ECOWAS of the inspection and audit rights provided for in paragraph 2.2 (e) below.

- b. rejects a proposal for award if ECOWAS determines that the company or person recommended for award, any of its employees, or its agents, or its sub-consultants, subcontractors, service providers, suppliers and/or their employees, has engaged, directly or indirectly, in corrupt, fraudulent, collusive, coercive or obstructive practices in competition for the contract in question;
- c. In addition to the legal remedies set out in the relevant legal agreement, may take other appropriate measures, including the declaration of improper procurement, if ECOWAS determines at any time that representatives of the borrower or a beneficiary of any part of the loan proceeds have engaged in corrupt, fraudulent, collusive, coercive or obstructionist practices during the procurement process, the selection and/or performance of the contract in question, without the borrower having taken appropriate and satisfactory measures for ECOWAS in a timely manner to remedy such practices when they occur, including by failing to inform ECOWAS in a timely manner at the time it became aware of them;
- d. In accordance with the ECOWAS Anti-Corruption Guidelines and in accordance with the applicable ECOWAS sanctions policies and procedures, may sanction a company or individual, indefinitely or for a specified period of time, including by publicly declaring such company or person ineligible (i) to be awarded or otherwise benefit from an ECOWAS-funded contract, financially or otherwise;⁴ (ii) be ⁵ a subcontractor, consultant, manufacturer or designated supplier, or service provider of a company otherwise eligible for the award of an ECOWAS-funded contract; and (iii) receive the proceeds of any loan granted by ECOWAS or otherwise participate in the preparation or implementation of any ECOWAS-funded project;
- e. Requires that a clause be included in ECOWAS tender/tender documents and loan-financed contracts, requiring (i) bidders (applicants/proposers), consultants, contractors and suppliers, as well as their subcontractors, sub-consultants, service providers, suppliers, personal agents, to allow ECOWAS to inspect⁶ all accounts, records and other documents relating to the procurement process, the selection and/or execution of contracts, and to have them audited by auditors appointed by ECOWAS.

⁴ For the avoidance of doubt, a sanctioned party's ineligibility for the award of a contract includes, but is not limited to, (i) requesting prequalification, expressing interest in a consulting firm and bidding, directly or as a designated subcontractor, designated consultant, manufacturer or supplier, or designated service provider, for that contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

⁵ A designated subcontractor, designated consultant, manufacturer or supplier, or designated service provider (different names are used depending on the tender document) is a person who has been: (i) included by the tenderer in its pre-qualification application or tender because it brings specific and essential experience and know-how that enables it to meet the qualification requirements for the particular tender; or (ii) appointed by the Borrower.

⁶ In this context, inspections are usually investigative (i.e., forensics) in nature. These are fact-finding activities undertaken by ECOWAS or persons appointed by ECOWAS to address specific issues related to investigations/audits, such as assessing the veracity of an allegation of possible fraud and corruption, through appropriate mechanisms. These activities include, but are not limited to: accessing, examining and making copies of the records and financial information of a business or individual; access to and review of any other documents, data and information (paper or electronic) deemed relevant to the investigation/audit, and copies thereof, if applicable; interview staff and other relevant persons; conduct physical inspections and site visits; and obtain third-party verification of the information.

Framework Agreement – Annexes

APPENDIX 1: Schedule of Requirements

[insert agreed scale of requirements, for example:]

Content

1. List of supplies *[in accordance with price schedule forms]*
2. List of related services *[consistent with price schedules]*
3. Technical specifications

The technical specifications shall describe in detail the requirements concerning, but not limited to, the following:

- (a) *Standards*
- (b) *all related services required*
- (c) *All required tests and inspections*
- (d) *any functional warranty covered by the warranty.*

[If a summary of the technical specifications is to be provided, the contracting body shall insert information in the table below.

1.3.1 Technical specifications.

Technical specifications

LOT 1: LAPTOPS (WAHO)

No.	Designation	Quantity	Technical specifications requested	Technical specifications proposed by the tenderer	Comment on discrepancies [to be completed by the tenderer if any]
1	iPad Pro 12.9 with accessories	1	iPadOS 16 System Size and screen (diagonal) 12.9 Liquid Retin XDR Apple M2 processor (8 cores, 10 GPUs) RAM 8GB Storage 256 GB Port: 1 Thunderbolt / USB 4 Wifi 6E + Bluetooth 5.3 + Cellular LTE and 5G (Nano-SIM) 12MP rear camera 12MP front camera Face ID, LiDAR, Accelerometer, barometer Accessories included: USB-C charging cable (1m), 20W USB-C power adapter, Tablet engraved with XXXXXXXXXXXX Other accessories: Apple pencil Gen2 engraved with the mention XXXXXXXXXXXX, AZERTY smart keyboard folio for iPad pro 12.9 (6th generation), USB-C to USB adapter, AppleCare+		
2	Notebook HP EliteBook 840 G10, accessories, Docking station	33	Windows 11 Pro (preinstalled with Windows 10 Pro Lower) Intel® Core™ i5 minimum latest generation -512GB PCIe Gen 4x4 NVMe™ SSD M.2 SED TLC 16GB DDR5-4800MHz RAM 14" TFT Touch-screen Display (With HD Decode, DX12, HDMI 2.0b and HDCP 2.3 support) Graphics card Supports HD Decode, DX12, HDMI 2.1. 35.6 cm (14 inch) diagonal display (1920 x 1200), IPS, anti-glare, 1,000 nits, 100% sRGB, HP Sure View Reflect integrated privacy filter Intel Wi-Fi 6 AX201 (2x2) and Bluetooth 5, vPro Combo -High debit Mobile: Intel® XMM™ 7560 LTE-Advanced Pro Cat. 16 2 Thunderbolt™ 4 ports with USB Type-C®, 40Gbps transfer speed (USB Power, DisplayPort™ 1.4); 2 USB Type-A ports, 5 Gbps transfer speed (including 1		

No.	Designation	Quantity	Technical specifications requested	Technical specifications proposed by the tenderer	Comment on discrepancies [to be completed by the tenderer if any]
			charging); 1 HDMI 2.1 port; 1 combined stereo jack Headset/microphone - Long-lasting batteries - Rechargeable wireless keyboard and mouse (same manufacturer as the notebook with 14 AZERTY FR French and 4 QWERTY US English keyboards and 2 portuguese keybord) - Docking station compatible to provide with at least HDMI, Diplay Port		
3	Headphones with microphone	30	Logitech Zone Wired, Wired, Connections: USB-A, USB-C		
4	ZBook Firefly 14 G9 with dockstation	3	Intel® Core™ i7 minimum ENERGY STAR Qualified Configuration Intel® AX211 Wi-Fi 6E and Bluetooth® 5.3 vPro AMT vPro™ Technology Enabled Dual Array Microphone 5 MP Camera 14" diagonal WUXGA WLED+LBL UWVA Anti-Glare Privacy Screen for WWAN for IR Webcam (1920x1200)(1000 Nits) 64 GB (2x32 GB) DDR5 4800 SODIMM Memory 1 TB PCIe-4x4 2280 NVMe TLC SSD Clickpad Backlit spill-resistant Premium Privacy Keyboard (AZERTY) Fingerprint Reader 65 Watt nPFC Slim USB-C Straight AC Adapter C5 1.0m Premium Power Cord Long Life 51Whr Fast Charge 3 cell Batter HP Tamper Lock One-year (1/1/0) limited warranty Intel® Core™ i7 vPro Label (G12) Electronic TCO Certified labeling Belkin Pro Thunderbolt 4Dock		

LOT 2: DEVICES AND ACCESSORIES (WAAS)

No.	Designation	Quantity	Technical specifications requested	Technical specifications proposed by the tenderer	Comment on discrepancies [to be completed by the tenderer if any]
1	Battery for inverter 12v7Ah	60	CSB / YUASA / LONG		
2	Battery for inverter 12v17Ah	8	CSB / YUASA / LONG		
3	512GB Micro-SSD HDD	8	M.2 PCIe NVMe - 2280 internal SSD 512GB		
4	Battery for laptop 820 G3/G4	5	Chemistry: Lithium-ion Capacity: 3700 mAh Voltage: 11.4 V - Dimension: 160.20 x 127.50 x 8.40 mm		
5	Battery for laptop 1040 G3	5	Chemistry: Lithium-ion Capacity: 3900 mAh Voltage: 11.4 V Dimension: 283.80 x 124.20 x 6.90 mm		
6	Battery for laptop 1040 G4	8	Chemistry: Li-Polymer Capacity: 67Wh Voltage: 11.55V		
7	Laptop Power Supply 820G4/1040 G3 Charger	10	Universal Manual Charger 90W for Laptop, Charger with 11 Adapters Compatible with HP, Dell, ASUS, Lenovo, Acer		
8	USB-C Charger-Power Supply for 1040 G4 laptop	5	65W USB Type-C™ adapter		
9	Charger - battery repairer	1	OptiMATE Battery Charger TM254 Optimate7 AmpMatic, 7 12V 10A		
10	Inverter	15	- Eaton 5E - 900 Watt - 1500 VA		
11	Ethernet cable roll	1	Category 6		
12	APC Smart-UPS2200 UPS Replacement Battery Cartridge	2	RBC43 V7 48VDC Replacement Battery for APC Model 2200RMI2U		
13	Fujitsu FI-7180 Scanner Charger	2	Input voltage: 110-240 V / output: 24 V 3 A 72 W		
14	Pack of 100 RJ45 convectors	5			
15	Pointer with USB dongle	63			

LOT 3: SERVER EQUIPMENT (AHO)

No.	Designation	Quantity	Technical specifications requested	Technical specifications proposed by the tenderer	Comment on discrepancies [to be completed by the tenderer if any]
1	Next Generation Firewall	2	Firewall Palo Alto Network PA-460		
2	Firewall Threat Prevention License	2	PA-460, Professional Subscription Bundle (Threat Prevention, Advanced URL Filtering, Wildfire, DNS Security), 3 year (36 months) term #PAN- PA-460-BND-PRO-3Y		
3	12-month firewall support subscription	1	Palo Alto Partner Enabled Premium support 1 year prepaid, #PAN-SVC-PREM-460		
4	Mikrotik CCR1036-8G-2S+ router	2	1U rackmount, 8x Gigabit Ethernet, 2xSFP+ cages, LCD, 36 x cores, 1.2GHz CPU, 4GB RAM, 41.5mpps fastpath, Up to 28Gbit/s throughput,RouterOS L6, Dual PSU		
5	Mikrotik 48-port switch	1	48 Gigabit Ethernet router/switch with four 10Gbps SFP+ ports in 1U rackmount case, 2 x 40G QSFP+ ports, Dual Boot and PoE output(Passive PoE, low voltage PoE, 802.3af/at (Type 1 "PoE" / Type 2 "PoE+")) with auto-sensing), 750W CRS354-48P-4S+2Q+RM		
6	Mikrotik 24-port switch	1	24 Gigabit Ethernet router/switch with oven 10Gbps SFP+ ports in 1U rackmount case, Dual Boot and PoE output, 500W CRS328-24P-4S+RM		

LOT 4: COMPUTER EQUIPMENT (RCDC)

No.	Designation	Quantity	Technical specifications requested	Technical specifications proposed by the	Comment on discrepancies [to be completed by the tenderer if
1	Next Generation Firewall	2	Firewall Palo Alto Network PA-460		
2	Firewall Threat Prevention License	2	PA-460, Professional Subscription Bundle (Threat Prevention, Advanced URL Filtering, Wildfire, DNS Security), 3 year (36 months) term #PAN- PA-460-BND-PRO-3Y		
3	12-month firewall support subscription	1	Palo Alto Partner Enabled Premium support 1 year prepaid, #PAN-SVC-PREM-460		
4	Mikrotik CCR1036-8G-2S+ router	2	1U rackmount, 8x Gigabit Ethernet, 2xSFP+ cages, LCD, 36 x cores, 1.2GHz CPU, 4GB RAM, 41.5mpps fastpath, Up to 28Gbit/s throughput,RouterOS L6, Dual PSU		
5	Mikrotik 24-port switch	2	24 Gigabit Ethernet router/switch with oven 10Gbps SFP+ ports in 1U rackmount case, Dual Boot and PoE output, 500W CRS328-24P-4S+RM		
6	Wireless acepoint controler	2	Ubiquiti Dream Machine Pro SKU: UDM-Pro-EU All-in-one, enterprise-grade UniFi OS Console and security gateway designed to host the full UniFi application suite Features: Pre-installed UniFi Network application LAN ports: (8) GbE RJ45, (1) 10G SFP+ WAN ports: (1) GbE RJ45, (1) 10G SFP+ Threat management and traffic/client identification (1) 3.5" HDD bay for storing UniFi Protect recordings To manage existing Unifi Access Point in our network		
7	Laptop computer HP EliteBook 840 G10 with accessories	11	Enterprise Range Windows 11 Pro (preinstalled with Windows 10 Pro Lower) Intel® Core™ i5 minimum latest generation -512GB PCIe Gen 4x4 NVMe™™ M.2 SED TLC SSD - 16GB DDR5-4800MHz RAM - 14" TFT Touch-screen Display (With HD Decode, DX12, HDMI 2.0b and HDCP 2.3 support) - Graphics card Supports HD Decode, DX12, HDMI 2.1. 35.6 cm (14 inch) diagonal display (1920 x 1200), IPS, anti-glare, 1,000 nits, 100% sRGB, HP Sure View Reflect		

No.	Designation	Quantity	Technical specifications requested	Technical specifications proposed by the	Comment on discrepancies [to be completed by the tenderer if
			integrated privacy filter - Intel Wi-Fi 6 AX201 (2x2) and Bluetooth 5 Combo, vPro Mobile broadband: Intel® XMM™ 7560 LTE- Advanced Pro Cat. 16 2 Thunderbolt™ 4 ports with USB Type-C®, 40Gbps transfer speed (USB Power, DisplayPort™ 1.4); 2 USB Type-A ports, 5 Gbps transfer speed (including 1 charging); 1 HDMI 2.1 port; 1 combined headphone/microphone stereo jack - Long-lasting batteries Rechargeable wireless keyboard and mouse (same manufacturer as the notebook with 3 AZERTY FR French and 6		
8	ZBook Firefly 14 G9 with dockstation	1	Intel® Core™ i7 minimum ENERGY STAR Qualified Configuration Intel® AX211 Wi-Fi 6E and Bluetooth® 5.3, vPro AMT vPro™ Technology Enabled Dual Array Microphone 5 MP Camera 14" diagonal WUXGA WLED+LBL UWVA Anti-Glare Privacy Screen for WWAN for IR Webcam (1920x1200)(1000 Nits) 64 GB (2x32 GB) DDR5 4800 SODIMM Memory 1 TB PCIe-4x4 2280 NVMe TLC SSD Clickpad Backlit spill-resistant Premium Privacy Keyboard (AZERTY) Fingerprint Reader 65 Watt nPFC Slim USB-C Straight AC Adapter C5 1.0m Premium Power Cord Long Life 51Whr Fast Charge 3 cell Battery HP Tamper Lock One-year (1/1/0) limited warranty Intel® Core™ i7 vPro Label (G12) Electronic TCO Certified labeling - Belkin Pro Thunderbolt 4 Dock		
9	Color Printers HP Color LaserJet Pro M479dw	2	<ul style="list-style-type: none"> •Print, Scan, Copy •Front: 29/20 ppm (black/colour) •50-sheet automatic document feeder with single-sided scanning •Print front and back automatic •Wi-Fi dual band with Bluetooth – Low Energy •Jet Direct 10/100 Base-TX print 		

No.	Designation	Quantity	Technical specifications requested	Technical specifications proposed by the	Comment on discrepancies [to be completed by the tenderer if
			server card •Network & USB interface •Supply with Cat-6 Patch Cord and USB Cable		
10	Cartridges for color printers HP Color Laserjet Pro M479dw	4	HP 202X 3-pack High Yield Cyan/Magenta/Yellow Original LaserJet Toner Cartridges, CF500XM HP 202X 2-pack High Yield Black Original LaserJet Toner Cartridges, CF500XD		
11	1.5 KVA UPS for computer systems and screens	15	Eaton 5E UPS 900 Watt 1500 VA		
12	Replacement batteries for 5 KVA UPS APC 5000VA Smart UPS Rack Mount 230V - SUA5000RMI5U	4	RBC55 - APC Replacement Battery Cartridge, VRLA battery, 17Ah, 12VDC, 2-year warranty		
13	Charger - battery repairer	1	OptiMATE Battery Charger TM254 Optimate7 AmpMatic, 7 12V 10A		
14	Headphones with microphone	15	Logitech Zone Wired, Wired, Connections: USB- A, USB-C		
15	High-resolution 34-inch curved external display with built-in speakers and camera	2	HP E34m G4 Conferencing Monitor - E-Series - LED Display - Curved - 34" or equivalent		

LOT 5: WAHO videoconferencing equipment

No.	Designation	Quantity	Technical specifications requested	Technical specifications proposed by the tenderer	Comment on discrepancies [to be completed by the tenderer if any]
1	EPSON EB-2250U video projector or equivalent	5	<p>Specifications</p> <p>Projection system: 3LCD technology, RGB LCD shutter</p> <p>LCD panel: 0.76 inch with D10 Image</p> <p>Colour brightness: 5,000 lumen- 3,800 lumen (economy) according to IDMS15.4</p> <p>White light output: 5,000 lumen - 3,800 lumen (economy) In accordance with ISO 21118:2020</p> <p>Resolution: WUXGA</p> <p>High definition: Full HD</p> <p>Aspect ratio: 16:10</p> <p>Contrast ratio: 15,000 : 1</p> <p>Lamp: 300 W, 5,000 h Longevity, 10,000 h Longevity (in economy mode)</p> <p>Keystone Correction: Vertical Auto: ± 30°, Horizontal Automatic ± 20°</p> <p>Video processing: 10 Bits</p> <p>2D vertical refresh rate: 200 Hz - 240 Hz</p> <p>USB 2.0-A, USB 2.0, RS-232C, Ethernet interface (100 Base-TX/10 Base-T), VGA input (2x), VGA output, HDMI input (2x), Composite input, RGB input (2x), RGB output jack, MHL, Output jack, Input jack (2x), Wi-Fi b/g/g 2.5 GHz (optional), IEEE 802.11b/g/n wireless LAN (WiFi 4) (optional)</p>		
2	Ceiling mounting accessories and miscellaneous	6	Ceiling support (White)		
3		6	WiFi module (b/g/n)		
4		6	Safety Wire		
5		6	Extension ceiling support (tube 450mm)		
6		6	Carrying case		
7		6	Dust filter		
8	Motorized projection screen 3,20x2,40m 4:3	2	<p>Motorized projection screen 3.20 x 2.40m, 4:3 format, white PVC canvas gain mast 1.05, HD resolution, black outline 4cm, black blackout back, Radio frequency (RF) remote control + wall switch, White Housing, Wall installation or ceiling.</p> <p>Canvas: PVC white mast gain 1</p> <p>Blackdrop : 4 cm</p> <p>Carter: White</p>		

No.	Designation	Quantity	Technical specifications requested	Technical specifications proposed by the tenderer	Comment on discrepancies [to be completed by the tenderer if any]
9	PTZ IP Camera for Video Conferencing + Professional Trepods	4	PTZOptics NDI Camera 30X, PT30X-NDI + Professional Trepods		
10		2	NDI PTZ Camera with 20x Optical Zoom, Simultaneous HDMI/3G-SDI/IP Outputs Support PoE, Full HD 1080p@60fps Broadcast IP Live + Professional Trepods		
11	PTZ IP Camera Controller	3	IP Joystick Camera Controller PTZOptics PT-JOY-G4		
12	Hardware video mixer	4	Blackmagic ATEM Mini ISO, 4 input5 record streams for clean feeds of all inputs. A DaVinci project is saved for editing and relinking to Blackmagic RAW files for Ultra HD finishing.		
13	USB audio interface	9	USB-C audio interface Scarlet Focusrite 2i2 with 2 between/2 outputs. It has 2 new Scarlett combo amps, HQ encoding 24-bits/192kHz, and powered by USB-C		
14	SAMSUNG 65AU7172 TVs or equivalent	6	- 4K UHD LED TV - 65" (163 cm) - Smart TV - 3 X HDMI screen size: 65" (163 cm) LED display format : Crystal UHD 4K Resolution: 3840 x 2160 pixels HDR technology: HDR10+ / HLG HDR of HDMI ports: 3 Design: Thinness of the frame: 3 thin edges / Thinness of the screen: Slim design (25 mm) / Black foot: Slim Feet Image enhancements: Brightness / Contrast: Mega Contrast Riches		
15	TV mounting accessories	6	TV Wall Mount for 37-84 inch screens up to 60KG, Tilting and Adjustable TV Wall Mount Max. VESA 600x400mm, Wall TV Hanger		
16	Audio Equipment Package - HK Audio Speakers or equivalent	4	HK Audio - IL82PU (The Pair) - Components: HP 8" (20cm) / piezo tweeter with trompe- Frequency response +/- 3 dB: 120 Hz - 18 kHz- Sensitivity 1W/1M (Half-space): 103 dB, SPL max.: 125 dB (10% THD)- Dispersion (H x V): 100 degrees x 90 degrees- Manufacture: polyurethane / Connectors: terminal blocks- Options: Wall mounting (SHK ILMB4), hanging rings (SHK ILEB8)- Dimensions: W23.5 x H35 x D23 cm / Weight: 5.5 kg / Colour black Power: Less than 200 W		

No.	Designation	Quantity	Technical specifications requested	Technical specifications proposed by the tenderer	Comment on discrepancies [to be completed by the tenderer if any]
17	Line amplifier 100v 130W	4	Audiophony PA amplifier - Combo130 Front settings: Volume of the 3 microphone channels Volume of the channel Aux1/MP3/TUNER Volume of the channel AUx2 Adjustment of the low and treble tone Control of the mp3 player and the Tuner Activation of the chime Level viewing monitor · Rear settings: Setting the priority attenuation level · Rear connections: Jack input for microphones 1 and 2 RCA input for AUX1 and AUX2 channels Output over RCA to send the mixed signal to another amp Connections for FM and AM antennas High impedance speaker outputs 70 and 100 V Low impedance speaker outputs 16 to 4 Omhs · Tuner receiver: Ability to record Autoscans stations Manual search FM frequencies: 87.00 MHz - 108.00 MHz Frequency hopping: 10 KHz Antenna: 75 Ohms unbalanced - AM frequencies: 522 KHz - 1611 KHz Frequency hop: 9/10 KHz - Antenna provided · USB drive: Playback functions Search functions Programming ranges Play mp3 files on hard disk or USB stick formatted in FAT32 Capacity up to 500 MB - 99 folders on 8 layers maximum Sampling rate limited to 320kbs · Technical specifications: Power supply: 220 V 50-60 Hz Consumption: 175 W Dimensions: 483(W) x 89(H) x 366(D) mm Net weight: 11.36 kgPower: From 100 to 200 WOutput level: Low impedance + 100V line		
18	Inverter 1600VA	15	EATON - Ellipse PRO 1600 USB FR or equivalent - Line-Interactive UPS - 1600VA (8 French plugs) - Standard surge arrester - ELP1600FR		
19	High-resolution 34-inch curved external display with built-in speakers and camera	28	HP E34m G4 Conferencing Monitor - E-Series - LED Display - Curved - 34" or equivalent		

LOT 6: WAHO Interpretation Equipment

No.	Designation	Quantity	Technical specifications requested	Technical specifications proposed by the tenderer	Comment on discrepancies [to be completed by the tenderer if any]
1	WPNETTOUCH EclerNet Control Touch-Screen	6	"Processor: Quad core processor, clocked 1.6G Screen size: 10.1" Resolution: 1280x800 pixels Contrast Ratio: 1300 Brighness: 300 cdm2 Scale: 16:9 Display: IPS, 218x135mm Touch-panel: Capacitive multi-touch Ethernet: 1 RJ-45, Ethernet Base-Tx 10/100Mb / 1GB CAT5e gold better up to 100m. PoE supports Programing and control: EclerNet manager Power supply: Universal, external power supply 12VDC, 2A PoE: Yes AC hands requirement: 100-240V@50-60Hz, 12V/2A Max power consumption: 350mA from 12V External Power Supply Voltage 125mA from PoE		
2	Interpreter console	6	Frequent response: $20\text{ Hz} \leq f \leq 20\text{KHz}$ (audible band) Mic Type: Capacitive Mic sensitivity: -50dB Distortion rate: less than 0.5% Number of channels: ≥ 4 Console type: Desktop		
3	Delegate console	75	Microphone: high sensitivity, cardoid, electret Headphone jack: Jack Volume Adjustment / Language Switcher Lcd Voting option with magnetic card Microphone type: desktop with headphones Number of channels: ≥ 4		
4	President console	1	Microphone: high sensitivity, cardoid, electret Headphone jack: Jack Volume Adjustment / Language Switcher Lcd Voting option with magnetic card Microphone type: desktop with headphones Number of channels: ≥ 4 / with priority option		

No.	Designation	Quantity	Technical specifications requested	Technical specifications proposed by the tenderer	Comment on discrepancies [to be completed by the tenderer if any]
5	Discussion Control Unit / Interpreters	1	Alimentation parameters: AC220V - 250V, 50Hz Capacity: more than 4 channels Frequent response: $20 \text{ Hz} \leq f \leq 20\text{KHz}$ (audible band) Distortion rate: less than 0.05% Installation type: 19" rack mount		
6	Infrared emitter	1	Alimentation parameters: AC220V - 250V, 50Hz Modulation: Digital Wireless Base Station / IR-DSP Carrier frequency: 2 - 8 Mhz Frequent response: $20 \text{ Hz} \leq f \leq 20\text{KHz}$ (audible band) Distortion rate: less than 0.3% Installation type: 19" rack mount Capacity: 4 channels		
7	CPU / Voting controller	1	Alimentation parameters: AC220V - 250V, 50Hz Managing more than 150 voting units System Control: By USB Installation type: 19" rack mount Capacity: 4 channels		
8	Infrared receiver	100	Modulation: Digital Wireless Base Station / IR-DSP Carrier frequency: 2 - 8 Mhz Distortion rate: less than 0.3% Capacity: 4 channels Autonomy: $\geq 24\text{h}$ / Lithium battery Type: Portable LCD screen: Language display with corresponding channel number		
9	Headphones	150	Type: Stereo Connectors: 3.5mm stereo jack Plastic headband holder with high torsional strength Acceptable power: 230mW Cable length: 1.5m		
10	Infrared heater	2	Modulation: Digital Wireless Base Station / IR-DSP Carrier frequency: 2 - 8 Mhz Infrared radiation power: 25W Infrared coverage distance: 50m Radiation angles: Horizontal = 75° / Vertical = 45° Mandatory cooling, mode of your choice Carrier wavelength: 800nm		
ACCESSORIES					
11	Round metal tube mounted on tripod	2	Type: Telescopic Total length: 2m Black color		
12	Tripod protection and storage cover	2	Black color		

No.	Designation	Quantity	Technical specifications requested	Technical specifications proposed by the tenderer	Comment on discrepancies [to be completed by the tenderer if any]
13	Rack-trunk	1	Materials: hard plastic Black color Useful depth 450mm Two covers: rear and front Type: 19" 8U 4 clasps recessed on each lid and 2 handles		
14	Link cable between delegated consoles	51	Depends on suppliers of translation equipment / long mini: 3m		
15	Cable between delegate console and Interpretation	2	Mini length: 20m		
16	Link cable between interpreter consoles	5	Depends on suppliers of translation equipment / long mini: 3m		
17	Cable between interpreter console and Interpretation unit	2	Mini length: 20m		
18	Delegate console storage flight case	3	20 per case		
19	Flight case for storing interpreter consoles	1	8 per case		
20	Flight case for storing IR radiators	1	2 per case		
21	Specifying Channels (Related Services)	1	00 -- Direct voice from microphones 01 -- English 02 -- English 03 -- Portuguese		

1.3.3 Drawings

Not applicable

List of drawings		
Drawing number	Drawing name	Goal

1.3.4 Inspection and Testing

The following inspections and tests shall be carried out: [insert list of inspections and tests, including, where appropriate: nature, frequency, location and procedure for carrying out inspections and tests.]

APPENDIX 2: Price schedules

[insert agreed price schedules]

APPENDIX 3: Security Forms

Warranty forms that may be required under on-call contracts

1. Performance security
2. Prepayment Guarantee

Performance Security

(Bank guarantee)

[ECOWAS, at the request of the Supplier, will complete this form in accordance with the instructions indicated]

[Guarantor header or SWIFT identification code]

Beneficiary: *[insert name and address of buyer]*

Date: *[Insert date of issue]*

Performance Warranty Number: *[Insert Warranty Reference Number]*

Guarantor: *[Insert name and address of place of issue, unless otherwise indicated on letterhead]*

Contract number: *[insert buyer's reference for specific contract]*

We have been informed that _ *[insert name of supplier, which in the case of a joint venture will be the name of the joint venture]* (hereinafter referred to as "the applicant") has entered into contract no. *[insert contract reference number]* dated *[insert date]* with the *Beneficiary, for the provision of _ [insert contract name and brief description of the Related Goods and Services]* (hereinafter referred to as "the Contract").

In addition, we understand that, according to the terms of the Agreement, a performance guarantee is required.

At the request of the applicant, we, as guarantor, irrevocably undertake to pay to the beneficiary any sum or sum not exceeding in the aggregate an *amount of [insert amount in figures] () [insert amount amount in words]* *in* the types and proportions of currencies in which the contract price is payable, upon receipt by us of the Recipient's True Application supported by the Beneficiary's Declaration, whether in the Application itself or in a separate signed document accompanying or identifying the Application, indicating that the Applicant is in breach of its obligations under the Contract, without the Beneficiary having to prove or justify your claim or the amount specified therein.

¹ The Guarantor inserts an amount representing the percentage of the Contract Amount denominated either in the currency or currencies of the Contract or in a freely convertible currency acceptable to the Beneficiary.

This warranty expires no later than Day of, 2...², and any request for payment thereunder must be received by us at that office indicated above no later than that date.

This guarantee is subject to the Uniform Rules for Guarantees on Demand (URDG) 2010 Revision, ICC Publication No. 758, except that the justification statement under Article 15(a) is hereby excluded.

Note: All text in italics (including footnotes) is intended to be used in the preparation of this form and should be removed from the final product.

² Insert the date twenty-eight days after the expected completion date specified in the subsequent appeal contract. The Buyer should note that in the event of an extension of this date for the completion of the Contract, the Buyer must request an extension of this guarantee from the Guarantor. This request must be made in writing and must be made before the expiry date set out in the warranty. When developing this guarantee, the Buyer may consider adding the following text to the form at the end of the penultimate paragraph: "The Guarantor shall accept a one-time extension of this guarantee for a period not exceeding [six months] [one year], in response to the Beneficiary's written request for such extension, such request to be submitted to the Guarantor before the expiry of the guarantee."

Security of advance payments Demand guarantee

[Guarantor header or SWIFT identification code]

Beneficiary: *[Insert buyer's name and address]*

Date: *[Insert date of issue]*

ADVANCE PAYMENT GUARANTEE NUMBER: *[Insert warranty reference number]*

Guarantor: *[Insert name and address of place of issue, unless otherwise indicated on letterhead]*

We have been informed that *[insert name of supplier, which in the case of a joint venture will be the name of the joint venture]* (hereinafter referred to as "the applicant") has entered into contract No. *[insert contract reference number]* dated *[insert date]* with the Beneficiary, for the performance of *[insert contract name and brief description of the Related Goods and Services]* (hereinafter referred to as "the Agreement").

In addition, we understand that, according to the terms of the contract, an advance payment of the sum *[insert amount in figures]* () *[insert amount in words]* must be made against a guarantee of advance payment.

At the request of the applicant, we, as guarantor, irrevocably undertake to pay the beneficiary any sum or sum not exceeding in total an amount of *[insert amount in figures]* () *[insert amount in words]*

I upon receipt by us of the beneficiary's request for compliance supported by the beneficiary, either in the application itself or in a separate signed document accompanying or identifying the application, indicating that the applicant has used the advance payment for purposes other than the delivery of the goods.

An application under this guarantee may be made upon presentation to the Guarantor of an ECOWAS certificate from the Beneficiary attesting that the deposit referred to above has been credited to the Applicant against his account number *[insert number]* at *[insert name and address of ECOWAS of the Applicant]*.

The maximum amount of this guarantee shall be progressively reduced in proportion to the value of the Goods dispatched (for Goods delivered from abroad) and/or the value of the Goods

¹ The Guarantor shall insert an amount representing the amount of the deposit and denominated either in the currency or currencies of the deposit as specified in the Contract or in a freely convertible currency acceptable to the Buyer.

delivered to the designated place of destination (for Goods delivered from the Buyer's country), evidenced by a copy of [].⁷

This warranty shall expire upon receipt of copies of the above-mentioned documents certifying that at least ninety (90) per cent of the contract price of the goods has been delivered or on [insert day] of [insert month], [insert year], whichever comes first.⁸

Therefore, any request for payment under this guarantee must be received by us at this office no later than that date.

This guarantee is subject to the 2010 revision of the Uniform Rules for Guarantees on Demand (URDG), ICC Publication No. 758, except that the statement in support of Article 15(a) is hereby excluded.

Note: All text in italics (including footnotes) is intended to be used in the preparation of this form and should be removed from the final product.

⁷ *Insert shipping documents/other applicable documents establishing the "delivery" of the goods in accordance with the Incoterm applicable to the contract.*

⁸ *Insert the delivery date in accordance with the contract. The Buyer must note that in the event of an extension of the period of performance of the Contract, the Buyer must request an extension of this guarantee from the Guarantor. This request must be made in writing and must be made before the expiry date set out in the warranty. When preparing this warranty, Buyer may consider adding the following text to the form at the end of the penultimate paragraph: "We agree to a one-time extension of this warranty for a period not exceeding [six months] [one year], in response to Buyer's written request for such extension, such request to be made to us prior to the expiration of the warranty."*

APPENDIX 4: Secondary Supply

This section contains the methods and criteria to be used by the contracting organization to conduct a secondary procurement process to select a supplier and award a contract on call under this Framework Agreement.

[The contracting body shall select the criteria deemed appropriate for the secondary procurement process, using the sample text provided below or any other acceptable wording, and delete the text in italics.]

The secondary procurement method(s) to be described in this Annex shall be consistent with the secondary procurement method(s) set out in the call for tenders that led to the conclusion of the framework agreement.]

1. Secondary procurement method(s)

(Purchase order)

The secondary procurement method(s) that apply to the selection of a supplier for the award of an on-call contract under this Framework Agreement are :

- (i) Sends request for quotation of purchase order to the supplier ranked 1st or next as the case may be of the list of suppliers selected and having signed the framework agreement for the first two years.
- (ii) requests for quotations (consultation of suppliers between suppliers of the framework agreement) at the beginning of the third year,

The procedure for applying the procurement methods described in paragraph 1 above is as follows.

1.1 Competitive courses (supplier consultation)

The Purchaser will prepare a Request for Quotations and invite all eligible suppliers holding a Master Agreement that includes the goods to be procured under the Solicitation to Bid to submit competitive bids.

The request for quotations will include :

- (a) the Goods, and any related Services, to be delivered
- (b) Delivery location(s)
- (c) Delivery date(s) or timetable(s)
- (d) quantity
- (e) any additional requirements of domestic transport and other services in the buyer's country to transport the goods to their final destination specified in the tender not included in the basic price,
- (f) details of any inspections or tests in addition to those described in the framework agreement;
- (g) the criteria to be applied to the evaluation of quotations
- (h) award criteria, for example:
 - The Buyer will award the Contract to the Supplier whose bid(s) have been determined to be:
 - respond substantially to the demand for quotations; and
 - the lowest estimated cost.
- (i) Deadline for submission of quotes
- (j) Reference the terms and conditions of supply in the resulting call contract, which must apply to the purchase;
- (k) ask suppliers to demonstrate that they continue to be eligible and qualified to supply the goods
- (l) *any other relevant information.*

Suppliers shall not be allowed to offer a price, excluding any additional price for domestic transport and other services required in the buyer's country to get the goods to their final destination specified in the tender not included in the basic price, which is higher than the basic price specified in the framework agreement, Schedule 2, or as adjusted by the price adjustment formula agreed, if any, in accordance with **CAR 8**, and any amendments to laws and regulations in accordance with **ADD 9**.]

1.2 ***Direct selection (sending purchase order request request to the supplier ranked 1st or next as the case may be)***

The Buyer may request the Supplier to include in the Call Contract Price the prices of any additional domestic transport and other related services in the Buyer's country to transport the Goods to their final destination.

Buyer shall issue a purchase order to Supplier using the prices/pricing mechanisms set out in the Framework Agreement, Annex 2 or as adjusted by the agreed price adjustment formula, as applicable in accordance with DAC 8, and any **changes to any laws and regulations pursuant to DAC 9**; including, where applicable, the prices of any additional domestic transport and other related services in the Buyer's country to transport the Goods to their final destination.

2. Purchase Order Formation

Buyer must confirm that the selected Supplier continues to be qualified and eligible under the Framework Agreement prior to the formation of the firm purchase order. The purchase order is formed when one of the following conditions is met according to the selection method used for the secondary procurement.

2.1 **For competitive tenders by consultation of suppliers using a request for quotations, the purchase order if it is formed when:**

The Buyer shall transmit to the selected Supplier a purchase order for signature and return, and the purchase order shall be signed by both the Buyer and the Supplier. The date on which the purchase order is formed is the date on which the last signature is executed.

2.2 **For a direct selection (sending request for quotation of purchase order to the supplier ranked 1st or next as the case may be of the list of suppliers selected and having signed the framework agreement).**

The buyer forwards a purchase order to the successful supplier for signature and return, and the purchase order is signed by the buyer and the supplier. The date on which the purchase order is formed is the date on which the last signature is signed or the date agreed upon by the parties.

3. Communication of the award of the appeal contract

The Buyer shall, at the same time as the notification of award, communicate the award of the purchase order in the following cases:

- a. Direct selection to all AC suppliers for items included in the purchase order.
- b. selection on the basis of supplier consultation to all suppliers invited to submit quotes.

Communication shall take place by the most rapid means possible, for example by e-mail, and shall include, as a minimum, the following information:

- c. the name and address of the selected supplier
- d. the quantity/volume of goods purchased;
- e. the price of the purchase order
- f. a statement of why the receiving supplier was not selected.]

Request a quote

Secondary contracts under a framework agreement (method: Request for quotations)

From:	<i>[Insert legal name of buyer]</i>
Buyer's representative:	THE WEST AFRICAN HEALTH ORGANIZATION (WAHO) whose
Title/Position:	Director General, Dr Melchior Athanase J C. AÏSSI
Address:	head office is located in Bobo-Dioulasso at 175, avenue Daniel Ouezzin Coulibaly, 01 BP 153 01 Burkina- Faso,
Telephone:	(+226)20970100 / 20975775
Email:	procurement@diffusion.wahooas.org

At:	<i>[Insert legal name of supplier]</i>
Supplier Representative:	<i>[Insert name of supplier representative]</i>
Title/Position:	<i>[Insert title or position of representatives]</i>
Address:	<i>[Insert vendor address]</i>
Telephone:	<i>[Insert telephone number of representatives]</i>
Email:	<i>[Insert email address of representatives]</i>

Framework Agreement (HQ):	<i>[Insert short title of AC]</i>
KT Date:	<i>[insert date of NOC]</i>
Reference Number AC	<i>[Insert reference AC]</i>

RFQ reference number:	<i>[Insert reference]</i>
Date of the call for tenders:	<i>[Insert date of Call for Tenders]</i>
Call for tenders issued:	This call for tenders was sent by: "mail" or "email"

Attachments:

Appendix 1: Buyer Requirements

Appendix 2: Quote Form

Appendix 3: Appeal Agreement for the Supply of Goods *[may be the Appeal Contract Form or other acceptable template]*

Dear *[insert name of supplier representative]*,

1. Request a quote (RFQ)

With reference to the Framework Agreement (FA) above, you are invited to submit your most competitive quote as part of this secondary procurement process. The quotation relates to the goods [*add, if applicable:* "and related services"] described in Appendix 1: Buyer Requirements, attached to this RFQ.

2. Price

- (a) Your bid must be submitted in the format outlined in Appendix 2: Vendor Quote Form.
- (b) Your Quotation, excluding any additional price for domestic transport and other services required in the Buyer's Country to transport the Goods to their final destination specified in the tender not included in the Base Price, may not exceed the Base Price of the Goods [*add if applicable:* "and Related Services"] as set out in the Framework Agreement, Annex 2: Adjusted Price Schedules for Changes in Laws and Regulations in accordance with the specific provisions of the CA. [*OR use the following text if the base price is subject to a price adjustment: Your quotation cannot exceed the base price of the goods [add " and related services" if applicable], as set out in the Framework Agreement, Annex 2: Price Schedules, adjusted by applying the price adjustment formula and any adjustment for changes in laws and regulations in accordance with specific provisions of the CA"*]
- (c) The price of any additional domestic transport and other services required in the buyer's country to transport the goods to their final destination specified in the tender not included in the base price will be indicated.
- (d) The price you offer will be fixed and will not be subject to any other adjustment.
- (e) The Quotation shall be in the same currency(s) specified in the Framework Agreement, Annex 2: Price Schedules.
- (f) The quote will be valid for a period of [*insert number of calendar days*]

3. Clarifications

Clarification questions will be sent to: procurement@diffusion.wahooas.org We will forward copies of our response to all suppliers, including a description of the request, but without identifying the source.

4. Quote submission

Offers must be written in one of the three (03) languages of ECOWAS and must be password protected and sent electronically to the platform <https://data.wahooas.org/tenders/tenders/list> no later than **XXXXXXXXXX**.

Candidates who have submitted their tenders shall communicate by the <https://data.wahooas.org/tenders/tenders/list> address, the password of their protected tenders no later than **XXXXXXXXXX**.

Tenders submitted by other means will not be opened and will be rejected.

5. Opening quotes

Offers will be open online, on..... in the presence of representatives of bidders who wish to attend by videoconference via the Microsoft Teams tool. The link to the meeting will be provided upon request to: procurement@diffusion.wahooas.org

On the date scheduled for the opening of the bids, bidders will be able to connect to the online opening session via the invitation link received by email. **The minutes of the opening will be shared with all suppliers who have submitted quotes.**

6. Evaluation of quotes

Bids will be evaluated by item and according to the criteria and methodology outlined in the Framework Agreement, Annex 4: Secondary Procurement.

- 7. At the time of contract award, the Supplier (including each subcontractor proposed by the Supplier) shall not be disqualified by ECOWAS for non-compliance with SEA/SH obligations. Prior to contract award, the buyer will verify that the successful bidder (including each member of a joint venture) is not disqualified by ECOWAS due to non-compliance with contractual obligations to prevent and respond to sexual exploitation and abuse (SEA)/sexual harassment (SH). The Buyer shall carry out the same verification for each subcontractor proposed by the successful Bidder. If a proposed subcontractor does not meet the requirement, the buyer will ask the bidder to propose a replacement subcontractor.

In this regard, *sexual exploitation and abuse (SEA) means:*

Sexual exploitation is defined as any abuse or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of others.

Sexual abuse is defined as real or threatening physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions.

"Sexual harassment" is defined as unwelcome sexual advances, requests for sexual favours and any other verbal or physical behaviour of a sexual nature by the contractor's personnel with the personnel of other contractors, subcontractors or employers.

8. Contract

Attached as Appendix 3 of this RFQ is the draft call-up that will apply to this secondary procurement. If successful, you will be required to sign an on-call purchase order under the same or similar conditions. *[Instructions: Complete a draft call contract for this procurement and attach it to this RFQ]*

On behalf of the Buyer:

Signature: _____

Name: _____

Title/Position: _____

ANNEX 1 of the RFQ: Buyer Requirements

[The Buyer shall complete these tables, if any, to enable the Supplier to prepare the Quotation]

List of goods and delivery time

Position N°	Description of goods	Quantity required	Physical unit	Designated place of destination	Final destination location (project site)	Applicable Incoterms (e.g. CIP, EXW, etc.)	Delivery period from the date of formation of the appeal contract

List of related services and completion schedule

Service	Service Description	Quantity required	Physical unit	Place where the Services are to be performed	Service Completion Period
<i>[insert service number]</i>	<i>[insert description of related services]</i>	<i>[insert quantity of items to be supplied]</i>	<i>[insert physical unit of items]</i>	<i>[insert place name]</i>	<i>[insert number of days such as delivery time or receipt of goods, as appropriate]</i>

Technical specifications, drawings, inspections and tests

The technical specifications, drawings, inspections and tests described in Annex 1 of the Framework Agreement: List of Requirements.

[Add any additional information consistent with the information provided in the table of requirements]

APPENDIX 2: Vendor Quotation Form

From:	<i>[Insert legal name of supplier]</i>
Supplier Representative:	<i>[Insert name of supplier representative]</i>
Title/Position:	<i>[Insert title or position of representatives]</i>
Address:	<i>[Insert vendor address]</i>
Email:	<i>[Insert vendor email address]</i>

At:	<i>[Insert legal name of buyer]</i>
Buyer's representative:	<i>[Insert name of buyer's representative]</i>
Title/Position:	<i>[Insert title or position of representatives]</i>
Address:	<i>[Insert buyer's address]</i>

Framework Agreement (CA)	<i>[Insert short title of AC]</i>
Reference Number AC	<i>[Insert buyer's CA reference]</i>
Date of Framework Agreement:	<i>[Insert CA date]</i>

RFQ reference number:	<i>[Insert buyer reference]</i>
Quote date:	<i>[Insert date of citation]</i>

Dear *[insert name of buyer's representative]*

SUBMISSION OF THE QUOTE

1. Compliance and without reservation

In response to the above-mentioned call for tenders, we propose to supply the goods, *[insert where applicable: "and deliver related services,"]* in accordance with this quotation and in accordance with the request for information, delivery and completion schedules, technical specifications, drawings, inspections and tests. We confirm that we have reviewed and have no reservations with respect to the RFQ, including the subsequent appeal contract.

2. Eligibility and Conflict of Interest

We declare that we continue to be qualified, that we meet the eligibility criteria and that we have no conflict of interest. If the call contract is awarded, the goods *[add: "and related services"]* that we provide will originate in an eligible country.

Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment (SH): *[select the appropriate option from (i) to (iii) below and delete the others. In the case of members and/or subcontractors of the joint venture, indicate the status of disqualification by ECOWAS of each member and/or subcontractor of the joint venture].*

We, including one of our subcontractors:

- (iv) [have not been disqualified by ECOWAS for non-compliance with SEA/HS obligations.]
- (v) [may be disqualified by ECOWAS for non-compliance with SEA/HS obligations.]
- (vi) [had been disqualified by ECOWAS for non-compliance with SEA/HS obligations and were removed from the exclusion list. An arbitration award in the disqualification case was rendered in our favour.]

We, as well as any of our subcontractors, suppliers, consultants, manufacturers or service providers for any part of the Contract, are not subject to, and are not controlled by, any entity or person that is subject to a temporary suspension or exclusion imposed by ECOWAS or an exclusion imposed by ECOWAS pursuant to the Agreement for the Mutual Execution of Debarment Decisions between World ECOWAS and other ECOWAS Development. In addition, we are not ineligible under the official laws or regulations of the Buyer's country or pursuant to any decision of the United Nations Security Council.

3. Offer price

The total price of our quotation, excluding the unconditional discounts offered in point (g) below, is *[insert total offer price in words and figures, indicating the different amounts and respective currencies]*.

4. Unconditional discounts

The unconditional discounts offered are as follows: *[Specify the discount offered.]*

The exact method of calculation for determining the net price after application of unconditional discounts is as follows: *[Specify the method to be used to apply the discounts].*

5. Period of validity of the quote

Our quote will be valid for the period specified in the tender, and it will remain binding on us and can be accepted at any time before its expiry.

6. Performance security *[delete as appropriate]*

If we obtain the subsequent call contract, we undertake to obtain a performance guarantee in accordance with the Request for Qualification.

7. Commissions, tips, fees

We have paid, or will pay, the following commissions, gratuities or fees in respect of this quotation or the performance of an appeal agreement *[If none has been paid or is to be paid, indicate "none".]*

Name of recipient	Address	Reason	Quantity

8. Not required to accept

We understand that you reserve the right to:

- a. accept or reject any Quotation and are not required to accept the lowest Estimated Cost Quotation, or any other Quotation you may receive, and
- b. cancel the tendering process at any time prior to the award of a contract without incurring any liability to suppliers.

9. Fraud and corruption

We hereby certify that we have taken steps to ensure that no person acting for us, or on our behalf, engages in any type of fraud and corruption.

On behalf of the Supplier:

Signature: _____

Name: _____

Title/Position: _____

Telephone: _____

Email: _____

Quotation for goods: Price table 1

For goods to be imported from outside the buyer's country

1	2	3	4	5	6	7	8	9
Line N°	Description of goods	Country of origin	Delivery period as defined by Incoterms	Quantity and physical unit	Unit price CIP [insert place of destination]	CIP price per line (Ref. 5x6)	<i>[For CIP, if in addition inland transport, etc. is required] Price per line for inland transport and other services required in the buyer's country to transport the goods to their final destination specified in the tender</i>	Total price per line (Headings 7+8)
<i>[insert article number]</i>	<i>[insert name of property]</i>	<i>[insert country of origin of the product]</i>	<i>[insert quoted delivery time]</i>	<i>[insert number of units to be provided and name of physical unit]</i>	<i>[insert CIP unit price per unit]</i>	<i>[insert total CIP price per item]</i>	<i>[insert corresponding price per item]</i>	<i>[insert total price of the line]</i>
							Offer price	

Quotation for goods: Price table 2

For goods from the buyer's country (already imported* or manufactured in the buyer's country)

1	2	3	4	5	6	7	8
Line N°	Description of goods	Delivery period as defined by Incoterms	Quantity and physical unit	EXW* unit price (plus price to be delivered to destination, if necessary)	Total EXW (plus prices to be delivered to the place of destination, if necessary) price per item (Items 4x5)	<i>[If required by the buyer]</i> Price per line for domestic transport and other services required in the buyer's country to transport the goods to their final destination	Total price per item (Headings 6+7)
<i>[insert article number]</i>	<i>[insert Good's name]</i>	<i>[insert quoted delivery date]</i>	<i>[insert number of units to be provided and name of physical unit]</i>	<i>[insert EXW (plus prices to be delivered to the place of destination, if necessary) unit price]</i>	<i>[insert total price EXW (plus prices to be delivered to the place of destination, if necessary) per item]</i>	<i>[insert corresponding price per item]</i>	<i>[insert total price per item]</i>

*for Goods already imported, in accordance with the primary procurement process, the EXW price excludes customs duties and other import taxes on the Goods. Provide documentary evidence of customs duties and other import taxes already paid or payable on the goods.

Quotation for related services: Fee Schedule 3

1	2	3	4	5	6	7	
Item No.	Item Description	Description of services (excluding domestic transport and other services required in the buyer's country to transport the goods to their final destination)	Country of origin	Completion period at final destination	Quantity and physical unit	Unit price	Total price per service (Item 5*6 or estimate)
<i>[insert article number]</i>		<i>[insert name of Services]</i>	<i>[insert country of origin of the Services]</i>	<i>[insert delivery time to final destination by service]</i>	<i>[insert number of items to be supplied and name of physical unit]</i>	<i>[insert unit price]</i>	<i>[insert total price per item]</i>
						Offer price	

Total price of the offer

The total cost of providing and delivering the Goods and Related Services is as follows:

Price lists	Quantity
Goods: Price Table 1	
Goods: Price Table 2	
Related services: Fee Schedule 4	
Total price of the offer	

Purchase order for the supply of goods and related services

Framework Agreement (HQ):	<i>[insert short title of AC]</i>
KT Date:	<i>[insert CA date]</i>
<i>Reference number AC:</i>	<i>[insert reference number AC]</i>
Merchandise:	<i>[short title for type of goods]</i>
The final site(s)/destination(s) of the project is/are:	<i>[Insert information on location(s) of site(s), if applicable]</i>
Inspection and test site	<i>[Insert information, if applicable]</i>

Buyer:	Provider:
<i>[Insert full legal name of buyer]</i> <i>[address]</i>	<i>[Insert full legal name of supplier]</i> <i>[address]</i>

MERCHANDISE

Code	Product Name	Quantity	Unit price	Total
<i>[insert code]</i>	<i>[description of goods]</i>	<i>[number]</i>	<i>[price]</i>	<i>[amount]</i>
Special instructions/comments:			Total	<i>[Insert amount]</i>
Delivery time(s) required according to INCOTERMS		<i>[insert period(s)] in accordance with</i>		

	applicable INCOTERMS	
--	-------------------------	--

SERVICES				
Code	Service Name/Description	Quantity	Price	Total
<i>[insert code]</i>	<i>[Describe the related services covered and/or Annex 1 of the Framework Agreement: List of requirements. The price indicated in Annex 2 of the framework agreement or agreed with the selected supplier will be included in the contract price.]</i>	<i>[number]</i>	<i>[price]</i>	<i>[amount]</i>
Special instructions/comments:		Total		<i>[insert amount]</i>
Required completion period		<i>[insert point]</i>		

1. Contract price

The contract price for the supply of goods and related services (if applicable) is as follows:

Description	Amounts and currency(s) <i>[insert total amounts from the previous two tables]</i>
Merchandise	
Related services <i>[if applicable]</i>	
Contract price: [insert total for related goods and services <i>[if applicable]</i>	

2. Contract documents

The following documents are deemed to form and be read and construed as forming part of this binding appeal agreement. This Appeal Agreement prevails over all other contractual documents.

- (a) Letter of award of the appeal contract
- (b) Supplier quotation (if applicable)
- (c) Addendum No. ___ (if applicable)

(d) Call contract - Conditions of contract

and by reference the following documents:

(e) Framework agreement

(f) Annex 1: Schedule of Requirements *[insert relevant elements of Annex 1 applicable to the call-up contract, such as technical specifications, drawings, inspections and testing]*

(g) *[List any other documents]*

3. In consideration of payments to be made by Buyer to Supplier as specified in this Call Agreement, Supplier hereby agrees with Buyer to supply the Goods and Services and to remedy defects therein in accordance with all the provisions of the Agreement.
4. The Buyer hereby undertakes to pay the Supplier for the supply of the Goods and Services and the correction of defects thereof, the Contract Price or any other sum which may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

[To facilitate this emergency procurement, if acceptable to Buyer and Supplier, electronic signature of the Appeal Agreement for example, e.g. using DocuSign, is recommended.]

For and on behalf of the Buyer

Signed: *[insert signature]*

as *[insert title or other appropriate designation]*

In the presence of *[insert identification of official witness]*

Date: _____

For and on behalf of the Supplier

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

as *[insert title or other appropriate designation]*

in the presence of *[insert identification of official witness]*

Date: _____

Firm Order Form - Conditions of Contract (CoC)

[Note to the contracting body: For the sake of harmonization and simplification for the purchaser(s) of on-call contracts, the contracting body may, to the extent possible, fill in the information to be completed in this section and clearly indicate the specific information that can/must only be completed by the on-call purchaser(s).]

The following contractual terms of the binding contract shall apply to the call contract awarded under the framework agreement between the buyer and the supplier.

1. Standards and specifications

Related products and services, if any, must conform to the technical specifications and standards referred to in the technical specifications and, where no applicable standard is mentioned, the standard must be equivalent to or superior to the official standards whose application is appropriate to the country of origin of the goods.

2. Packaging, marking and documentation

The Supplier shall provide the packaging of the Goods necessary to prevent them from being damaged or deteriorated during transport to their final destination. During transport, the packaging shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. The size and weight of packing boxes shall take into account, where appropriate, the remoteness of the final destination of the goods and the absence of heavy handling facilities at all transit points.

The packaging, marking and documentation inside and outside packages shall be: *[insert the type of packaging required, the marks in the packaging and all required documentation; or refer to the technical specifications]*

3. Transport

The liability for the carriage of the Goods is that specified in the applicable Incoterms specified in the Framework Agreement.

If they do not comply with Incoterms, the liability for carriage shall be as follows: *[insert "The Supplier is obliged under the Contract to transport the Goods to a specified place of final destination in the Buyer's Country, defined as the Project Site. Transportation to the place of destination in the buyer's country, including insurance and storage, as specified in the contract, will be arranged by the supplier, and related costs will be included in the contract price"; or any other agreed commercial terms (specify the respective responsibilities of the Buyer and the Supplier)].*

4. Shipping and other documents

[Modify as appropriate]

The details of the shipping documents and other documents to be provided by the supplier are as follows: *[insert the required documents, such as a negotiable bill of lading, a non-negotiable sea waybill, an air waybill, a railway consignment note, a road consignment note, an insurance certificate, a manufacturer's or supplier's warranty certificate, a certificate of inspection issued by a designated inspection body, shipping details of the supplier's factory, etc.].*

The above documents will be received by the Buyer:

- (a) prior to arrival of the Goods, if the method of payment is by letter of credit if specified in the Payment Terms below. If the documents are not received before the arrival of the goods, the supplier will be responsible for all costs arising therefrom; or otherwise;
- (b) on shipment.]

5. Terms of payment

The method and terms of payment to be paid to Supplier under the purchase order are as follows:

[Normally, the L/C method of payment applies to goods from abroad. For emergency procurement, L/C's time and processes may not be suitable for expedited procurement. It is expected that the direct payments disbursement method will apply. The direct payment method, combined with a relatively high advance payment, should help mitigate the risk (due to the unavailability of the letter of credit) for the supplier. If L/C is to be used, the required processes must be carried out efficiently.]

[Status: The buyer [insert: "shall" or "shall not", as applicable] process payments using the direct payments disbursement method, as defined in the Global ECOWAS Disbursement Guidelines for the Financing of Investment Projects.]

[SAMPLE LAYOUT; AMEND IF NECESSARY]

Payment for goods delivered from abroad:

[Choose the applicable option and delete the other]

[Option 1- for payments made using the direct payments disbursement method]:

Payment of the portion in foreign currency must be made in (____) *[currency of the contract price]* as follows:

(i) Down payment:

- Ten (10) percent of the contract price must be paid, within ten (10) days of the signing of the contract and upon presentation of a claim for the amount;
- Thirty (30) percent of the contract price shall be paid within twenty (20) days of the signing of the contract and upon presentation of a claim and bank guarantee upon demand for an equivalent amount valid until the goods are delivered and in the form of an advance payment guarantee attached to the framework contract or other form acceptable to the buyer.

(ii) Upon shipment: Fifty (50) percent of the contract price of the shipped goods must be paid, within 15 days of submission of the documents specified under Shipping and other documents attached.

(iii) Upon acceptance: Ten (10) percent of the contract price of the goods received shall be paid within fifteen (15) days of receipt of the goods upon presentation of the claim supported by the certificate of acceptance issued by the buyer.

Payment of the game in local currency is made in _____ [currency] within fifteen (15) days of the submission of the claim supported by a certificate from the Buyer stating that the Goods have been delivered and that all other contractual services have been performed.]

[Option 2- for payments by letter of credit]

Payment of the portion in foreign currencies will be made in _____ [currency of the contract price] as follows:

- (i) **Advance payment:** Ten (10) percent of the contract price must be paid within fifteen (15) days of the signing of the contract, and upon presentation of the claim.
- (ii) **Upon shipment:** Eighty (80) per cent of the contract price of the goods shipped shall be paid by confirmed irrevocable letter of credit opened in favour of the supplier in an ECOWAS of its country, upon presentation of the documents specified in the shipping and other attached documents.
- (iii) **Upon acceptance:** Ten (10) percent of the contract price of the goods received shall be paid within fifteen (15) days of receipt of the goods upon presentation of the claim supported by the certificate of acceptance issued by the buyer.

Payment of the part in local currency must be made in _____ [currency] within fifteen (15) days of the submission of the claim supported by a certificate from the Buyer stating that the Goods have been delivered and that all other Contractual Services have been performed.

Payment for Goods and Services supplied from the Buyer's Country:

Payment for Goods and Services supplied from Buyer's Country shall be made in _____ [currency], as follows:

- (i) **Advance Payment:** Ten (10) percent of the contract price must be paid within thirty (15) days of signing the contract upon presentation of a claim for the amount.
- (ii) **Upon delivery:** Eighty (80) percent of the contract price shall be paid upon receipt of the goods and within 15 days of submission of the documents specified under Shipping and other documents attached.
- (iii) **Upon acceptance:** The remaining ten (10) percent of the contract price must be paid to the supplier within fifteen (15) days of the date of the certificate of receipt for the respective delivery issued by the buyer.

6. Performance Security

*[A performance bond **is not normally required for the emergency contract in question.** In exceptional circumstances, if a performance guarantee is required, insert the following:]*

["The Supplier shall provide a performance guarantee for the performance of the Contract, within the period specified in the Award Letter, using for this purpose the performance guarantee form attached to the Framework Agreement.

The proceeds of the performance guarantee shall be payable to the buyer as compensation for any loss resulting from the supplier's failure to comply with its obligations under the contract.

The amount of the performance bond shall be: [insert % of contract price;], denominated in the currency or currencies of the contract, or in a freely convertible currency acceptable to the buyer.

The performance guarantee shall be in accordance with the form attached to the framework agreement.

The performance bond shall be paid by Buyer and returned to Supplier no later than fourteen (14) days from the date of completion of Supplier's performance obligations under the Contract, including any warranty obligations, unless otherwise specified."

7. Taxes and duties

For goods manufactured outside the buyer's country, the supplier shall be fully responsible for all taxes, stamp duties, license duties and other levies imposed outside the buyer's country.

For goods manufactured in the buyer's country, the supplier shall be fully responsible for all taxes, duties, license fees, etc., incurred until delivery of the contractual goods to the buyer.

For goods manufactured outside the buyer's country, the buyer will bear and pay all customs duties and import duties on the contracted goods. For Goods already imported, to enable reimbursement to the Supplier and/or payment to the relevant bodies, if applicable, the Supplier must provide documentary evidence of customs duties and other import taxes already paid or payable on the Goods.

The Buyer shall bear and pay any sales tax of the Buyer's country and other taxes that may be payable on the Goods.

If tax exemptions, reductions, allowances or privileges can be made available to the Supplier in the Buyer's country, the Buyer will use its best efforts to enable the Supplier to benefit from such tax savings to the fullest extent permissible.

8. Insurance

The insurance coverage shall be that specified in the applicable Incoterms specified in the Framework Agreement. ***[Preferred Provision]***

OR

If it does not comply with Incoterms, the insurance will be as follows:

[insert agreed specific insurance provisions, including coverage, timeliness and amount]

9. Guarantee

In addition to the general guarantee obligations specified in the Framework Agreement:

The guarantee shall remain valid for [insert number] month after the goods, or any part thereof as the case may be, have been delivered and accepted at the final destination, *or for [insert number] month after the date of dispatch from the port or place of loading to the country of origin, whichever is earlier.*

The period of repair or replacement after notification of the defect by the Buyer is *[insert number] days*. If, after being notified, the Supplier does not remedy the defect within this period, the Buyer may take the necessary corrective measures within a reasonable time, at the risk and expense of the Supplier and without prejudice to any other rights the Buyer may have against the Supplier under the Contract.

For warranty purposes, the final destination(s) will be as set forth in this Binding Appeal Agreement.

10. Damages and premiums

Except as provided in the Framework Agreement in case of force majeure, if the Supplier fails to deliver all or part of the Goods by the Delivery Date(s) or fails to perform the Related Services within the period specified in the Contract, the Buyer may, without prejudice to all its other remedies under the Contract, deduct from the Contract Price as lump sum damages

The liquidated damage shall be *[insert %]* of the price of the delayed Goods or Services not performed] for each week or part of delay until actual delivery or performance.

The maximum amount of liquidated damages shall be *[insert %]* of the contract price. Once the maximum has been reached, the Buyer may terminate the Appeal Agreement under the termination provision of the Framework Agreement .

[optional]

[Insert if there are no Related Services:] The bonus payment to the Supplier shall be *[insert number]* % per day if the Goods subject to the Contract are delivered before the Final Contractual Delivery Date].

[Insert if there are Ancillary Services:] The premium payment to the Supplier is *[insert number]* % per day if the Goods subject to the Contract are delivered and the Related Services are completed before the Completion Date].

11. Change Orders and Contract Amendments

The Buyer may at any time order the Supplier, by notice, to make changes to the general scope of the Appeal Agreement in one or more of the following:

- (a) drawings, designs or specifications, where the goods to be supplied under the call contract are to be manufactured specifically for the buyer;
- (b) the method of shipping or packaging;
- (c) the place of delivery; and
- (d) the Ancillary Services to be provided by the Supplier.

If such a change results in an increase or decrease in the cost or time required for the performance by the Supplier of any provision of the Contract, an equitable adjustment will be made in the price of the Order Agreement or in the Delivery/Completion Schedule, or both, and the Tender Agreement will be amended accordingly. Any claim by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of receipt by the Supplier of the Buyer's amendment order.

The prices charged by the Supplier for any related Services that may be required but which have not been included in the Binding Order Agreement shall be agreed in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

12. Time extensions

If, at any time during the performance of the Deposit Agreement, the Supplier or its subcontractors should encounter conditions preventing the timely delivery of the Goods or the completion of the related Services, the Supplier shall promptly inform the Buyer in writing of the delay, its probable duration and its cause. As soon as possible after receipt of the Supplier's notice, the Buyer will assess the situation and may, at its discretion, extend the Supplier's period of performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

Except in cases of Force Majeure, as provided for in the Framework Agreement, a delay by the Supplier in the performance of its Delivery and Completion obligations will make the Supplier liable for the imposition of the liquidated damages specified above, unless an extension of time is agreed.

13. Dispute Resolution of the Appeal Agreement

As set forth in the provisions of the CA, Buyer and Supplier will use reasonable efforts to resolve amicably through direct informal negotiation and, if necessary, through an arbitrator, any disagreement or dispute arising between them under or in connection with the Appeal Agreement.

If, after twenty-eight (28) days, the parties have failed to resolve their dispute or dispute through such mutual consultation and arbitration if used, Buyer or Supplier may notify the other party of its intention to commence arbitration, as provided herein, with respect to the matter in dispute, and no arbitration with respect to such matter may be commenced unless such notice is given. Any dispute or dispute in respect of which a notice of intention to commence arbitration has been given in accordance with this provision shall be finally settled by arbitration. Arbitration may be commenced before or after delivery of the goods under the contract. The arbitration proceedings shall be conducted in accordance with the rules of procedure specified below.

Notwithstanding any reference to arbitration herein,

- (a) the parties will continue to perform their respective obligations under the Agreement, unless they agree otherwise; and
- (b) the Buyer shall pay to the Supplier any sum due to the Supplier.

[" (a) will be retained in the case of a Contract with a foreign Supplier and (b) will be retained in the case of a Contract with a national of the Buyer's country. "]

[(a) Contract with a foreign supplier:

[Unless the buyer chooses the commercial arbitration rules of another international arbitral institution, the following sample provision should be inserted:]

All disputes arising out of or in connection with this Agreement shall be finally settled in accordance with the Arbitration Rules of the International Chamber of Commerce by one or more arbitrators appointed in accordance with these Rules.

- (b) Contracts with the supplier who is a national of the buyer's country:

In the event of a dispute between Buyer and a Supplier who is a national of Buyer's Country, the dispute shall be submitted to arbitration or arbitration in accordance with the laws of Buyer's Country.]

14. [Note to Purchaser: For a project assessed as posing a high or substantial risk of sexual exploitation and abuse (SEA) or sexual harassment (SH), include the following if the related services include activities to be performed by the supplier's personnel, such as installation, operation and/or maintenance, otherwise indicate: "Not applicable".]

14.1 The Supplier shall have a code of conduct and provide appropriate awareness to the Supplier's personnel performing *[insert where applicable: installation/operation/maintenance/operation and maintenance]* which includes, but is not limited to, maintaining a safe working environment and not engaging in the following practices:

- (i) any form of sexual harassment, including unwelcome sexual advances, requests for sexual favours and any other verbal or physical behaviour of a sexual nature with the personnel of other suppliers or buyers;
- (ii) any form of sexual exploitation, that is, any abuse or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, monetarily, social or political benefit from the sexual exploitation of others;
- (iii) any form of sexual abuse, i.e. real or threatening physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions; and
- (iv) any form of sexual activity with persons under the age of 18, except in the case of pre-existing marriage.

14.2 Buyer may require Supplier to remove (or cause to be removed) from the site or other places where *[insert installation/operation/maintenance/operation and maintenance]* is carried out any personnel of the Supplier who engage in conduct that is not in accordance with the code of conduct set out in clause 14.1. Notwithstanding any requirement by Buyer to replace such person, Supplier shall immediately remove (or cause to be expelled) such person, from the site or other places where the *[insert if applicable: installation/operation/maintenance/operation and maintenance]* is performed. In both cases, the Supplier shall promptly designate, where appropriate, a suitable replacement with equivalent skills and experience.

