

République Togolaise



Caisse Nationale de Sécurité Sociale - CNSS

REFERENCE HOSPITAL PROJECT: SAINT PEREGRIN

Tender Specifications

**ACQUISITION, INSTALLATION AND
MAINTENANCE OF IMAGERY EQUIPMENT**

TECHNICAL SPECIFICATIONS

Summary

1. Context.....	4
1.1. Description of the project.....	4
1.2. Planned activity	4
1.3. Presentation of the Purchaser	5
1.4. Consultation procedure	5
1.5. Call for tender planning	6
2. The needs	7
2.1. General overview	7
2.2. Ultrasound scanners lots	7
2.2.1. General medicine ultrasound scanner	7
2.2.2. Ultrasound scanner dedicated to gynaecology and obstetrics.....	8
2.2.3. Ultrasound scanner dedicated to cardiology	8
2.3. CT Scan lot	8
2.3.1. Composition of the lot	8
2.3.2. Functional characteristic.....	8
2.4. MRI lot	9
2.4.1. Composition of the lot	9
2.4.2. Functional characteristics	9
2.5. Radiography lot	10
2.6. Mammography lot	10
2.7. Mobile radiography lot	10
3. Implementation and maintenance.....	12
3.1. Delivery modalities.....	12
3.2. Implementation	12
3.3. Formation	12
3.4. Warranties and maintenance	13
3.5. Spare parts	13
3.6. Penalties if the commitments are not respected	13
3.7. Replacement clause.....	14
3.8. Presentation of local partners or distributors.....	14
4. Expected characteristics of the devices	15
4.1. Accreditations: CE, FDA, other	15
4.2. Available interfaces and communication processes	15
4.2.1. User interface	15
4.2.2. Electronic interface	15
4.2.3. Data transfer protocols.....	15
5. Expected answer	16
6. Price and terms of payment	16
6.1. Payment method.....	16
6.2. Negotiations.....	16
6.3. Variants	16

- 7. Evaluation criteria 17**
- 8. Obligations of the supplier 18**
 - 8.1. Obligations..... 18
 - 8.1.1. Confidentiality..... 18
 - 8.1.2. Responsibilities 18
 - 8.1.3. Delays 18
 - 8.1.4. Insurances 18
 - 8.1.5. Obligations of collaboration..... 18
 - 8.1.6. Obligations of counselling 18
 - 8.1.7. Obligation of information 18
 - 8.2. Applicable laws – Litigation 19
 - 8.2.1. Applicable laws 19
 - 8.2.2. Litigation 19

1. Context

1.1. Description of the project

This scope statement takes place during the creation of the new Saint Pérégrin hospital in Lomé, Togo. This hospital will bring healthcare solutions of great quality at an affordable price for the local population. The ambition of this hospital is to become a reference in Togo with occidental standards of quality thanks to the best training of the medical team and the accreditation of the staff and equipment.

The hospital, which constructions have started, is in Lomé in the Agoenyive district at the intersection of the "nationale 1" road and the main ring road. Therefore, the road access is excellent from the harbour.

In that regard, this specifications document's goal is to present to the different suppliers of biomedical equipment the needs of the hospital and its expectations. As the opening of the hospital is planned to be during the first trimester of 2020, every supplier who will receive this document will have to emit an offer in the six (6) weeks following the receipt of these specifications.

1.2. Planned activity

The healthcare offer of this new hospital of reference will be deployed on the whole Lomé agglomeration (1,500,000 inhabitants). In the following table are detailed the planned amount of **consultations per day and per specialties**:

Specialty	CONSULTATIONS
Cardiology	3
General surgery	1
Dermatology	6
Endocrinology, metabolic disorder	1
Gynaecology and obstetrics	3
Hepato-gastro-enterology, nutrition	3
Infectiology and parasitology	46
Family medicine	6
Neurology	1
Ophthalmology	4
ORL	11
Orthopaedic traumatology	9
Paediatrics	9
Pneumology	3
Stomatology	1
Urology	1
Total	116

And in the following table is detailed the estimated hospitalisations per week and per specialty:

Specialties	Hospitalisations /week
Cardiology	3
Endocrinology	1
Gynaecology	1
Haematology	2
Hepato-gastro-enterology	1
Infectious disease	12
Family medicine	2
Nephrology	1
Neurology	3
Paediatrics	3
Pneumology	1
Rheumatology	1
Digestive surgery	2
Ophthalmology	<1
ORL / Stomatology	1
Orthopaedic Traumatology	4
Urology	1
TOTAL	39

The estimated activity is set to 35,000 consultations for medical specialties and 11,000 hospitalisations. To which we need to add 50,000 consultations for general medicine which some of those will require imagery.

1.3. Presentation of the Purchaser

The "Caisse Nationale de Sécurité Sociale" (CNSS) of Togo. As it has a special status, the CNSS is exempted of taxes and customs clearances. It is important to know that the Purchaser will be helped by the French company Altao to analyse the technical aspects of the offers.

1.4. Consultation procedure

During the consultation phase, this specifications document is addressed by the Purchaser to the economic operators of its choice, selected during a prior identification phase of the suppliers.

In return, the receivers of this scope statement can submit to the Purchaser propositions of products and services accordingly to these specifications. The Purchaser will proceed to the selection of the supplier with an analysis of the different propositions received according to their adequacy with the needs, their price and respect of the general aspects described in this document.

1.5. Call for tender planning

Hereafter is the planning for this procedure as well as the various deadlines:

- May 20th, 2019: the preselected suppliers will receive this document and the official call for tender will start;
- June 30th, 2019: deadline to answer and emit an offer, meaning each supplier has about 6 weeks to answer;
- July 30th, 2019: deadline to analyse, discuss and negotiate the different offers received and selection of the candidate(s);
- 3rd trimester 2019: ordering of the products;
- 1st trimester 2020: delivery and installation of the devices on-site;
- March 1st, 2020: opening of the Saint Pérégrin hospital.

2. The needs

2.1. General overview

You will find below an exhaustive list of the hospital's needs:

- four (4) polyvalent ultrasound scanners for a general use, these devices will be used by the doctors during their consultations and those doctors shall receive an appropriate user training;
- two (2) ultrasound scanners dedicated to gynaecology and obstetrics, used by the gynaecologist for pregnancy follow-ups;
- one (1) ultrasound scanner dedicated to cardiology, used by cardiologist during their consultations;
- one (1) CT scan 16 slices,
- one (1) MRI with permanent magnet,
- one (1) conventional radiography room for lungs and bones imaging,
- one (1) mammography room,
- one (1) mobile radiography device for the operatory room.

Every lot described hereafter represent an inseparable lot. Every supplier will be able to apply for all or a part of the lots. Furthermore, each supplier will be able to make more than one offer for each need. Finally, every image that will be obtained out of any device will have to be exported on an open source PACS with DICOM compatible image processing software.

2.2. Ultrasound scanners lots

All the expectations for ultrasound devices will be detailed in this section. Before going further in the details of each type of scanner needed, here are the common expectations for the different ultrasound scanners:

- the device shall be on a trolley,
- it will have a user-friendly interface, without software requiring many "clicks" during their use;
- the minimum size of the screen will be 13 inches.

If they agree, the suppliers will be able to organise an evaluation of their devices in real conditions. This evaluation will be made by the consulting doctors of the company Altao or by the Saint Pérégrin's partners (the American Hospital of Paris) in an hospital/clinic in France.

Every offer for the following devices will include all the essential equipment and software. Every supplier will be able to include and detail any option they are planning to offer, and they will be evaluated separately.

With each device, it will be possible to enter the patient's information manually, with optical screening (barcode reader for example) or via an identification server.

2.2.1. General medicine ultrasound scanner

This lot will include four (4) ultrasound scanners for general medicine which first expected feature will be its polyvalence and ease of use. Every offer will include the essential software for a proper use as well as the standard image processing software: harmonic mode, doppler modes, ... Each offer shall also include the appropriate probes for the following explorations: cardiac (phased probe), superficial (linear probe) and abdominal (convex probe). One of these devices will be equipped with an endocavitary probe for the exploration of the prostate. The devices will also be equipped with an adapted probe for muscles and tendons exploration. The devices included in the offer can be portable scanners which can be used on a trolley and easily moveable at the patient's bed.

2.2.2. Ultrasound scanner dedicated to gynaecology and obstetrics

This lot will include two (2) ultrasound scanners dedicated to gynaecology and obstetrics. This offer will include more specific probes (endocavitary, ...) as well as the appropriate software for these explorations. The 3D reconstruction modes can be appreciated if they are not purely aesthetic.

2.2.3. Ultrasound scanner dedicated to cardiology

This lot will include one (1) ultrasound scanner dedicated to cardiac exploration. The software included in this offer will be more complex and precise and the images will have a great quality. All the different Doppler mode will be appreciated. Appropriate probes will be included and adapted to the exploration of the heart and peripheral vessels: various phased, linear and TEE probes for examples.

2.3. CT Scan lot

2.3.1. Composition of the lot

This lot is composed of a 16 slices CT scanner including:

- the gantry,
- the mobile patient support (maximum weight to be indicated),
- the X-ray generator and tube (cooling rate at least equal to 5MHU),
- the image processing unit,
- the visualisation monitor,
- an image saving system,
- a post-processing server.

This lot also includes:

- an automatic contrast media injector,
- all the other necessary equipment to use properly the CT Scan.

The choice of a 16 slices CT scan is an initial compromise. A variant of this lot offering a CT scan allowing to evaluate coronary calcification and, more importantly, to visualise the coronary arteries could be accepted if the price would remain acceptable.

2.3.2. Functional characteristic

The base offer will include at least the following software, with a precision of which ones are on the principal acquisition monitor (radiographer) and which ones are on the image visualisation and processing (radiologist).

- annotation and evaluation of the image,
- zoom and measurement,
- artefacts diminution algorithm,
- Volume Rendering Technique (VRT),
- volume reconstruction (MIP, MPR, real time 3D, MPVR or equivalent),
- bolus tracking software,
- 3D visualisation,
- dose reduction software,
- patients and examination identification,
- multiple display with independent windows,
- automatic bone subtraction,
- image subtraction and addition,
- distance and perimeters measures,
- surface, volume, angle and density measures;
- image rotation,

- slice profile,
- histogram,
- automatic and manual image acquisition
- DICOM compatibility

The software available for the following explorations will also be described:

- brain,
- pulmonary,
- thoracic,
- angiography.

Advanced post-processing tools will be warranted by the supplier and evaluated in the offer. The device and its equipment will be compatible with most of the post-processing consoles on the market and image transfer between consoles will be possible.

With each device, it will be possible to enter the patient's information manually, with optical screening (barcode reader for example) or via an identification server.

2.4. MRI lot

2.4.1. Composition of the lot

This lot will include:

- a permanent magnet MRI with a field of minimum 0,3T,
- the Faraday cage,
- the mobile patient support (maximum weight to be indicated),
- an automatic contrast media injector,
- the appropriate coils: head, neck, spine, thorax, abdomen and extremities;
- the restraints,
- a monitor for image acquisition and reconstruction,
- a connexion to the hospital's network and possibility to export images in standard format (DICOM, ...),
- any other associated and necessary equipment.

This choice of a permanent magnet MRI is due to prior research showing the difficulty to have a warranted maintenance on-site in Togo for a high-field magnet. Therefore, there is currently no device of this kind in Togo. We could think of a variant with a higher field electromagnet only with a strong on-site maintenance warranty or with a leasing-maintenance offer.

2.4.2. Functional characteristics

Every equipment and software included in the offer will be specified. Furthermore, the software allowing the following explorations will be described:

- musculoskeletal,
- neurological (spine, brain, stroke detection, ...),
- thoracic,
- abdominal.

Every offer shall present in detail:

- the installation requirements, please note that the imagery plans are in annex of this document;
- the characteristics of the magnet: power, homogeneity, shim, acquisition and reconstruction speed, respect of security rules, image quality (image data bank may be given), etc.;
- the gradients,
- the field of view,
- the available sequences,
- the time needed for an exam,

- every technical specification of the offer,
- any independent option the supplier is planning to offer.

The image acquisition and reconstruction system shall be able to:

- enter the patient's information manually, with optical screening (barcode reader for example) or via an identification server.
- parameter the sequences,
- reconstruct the images,
- process the images,
- connect to the hospital's network and export images with DICOM format.

2.5. Radiography lot

The Saint Pérégrin hospital will also need to have a fully equipped numeric and polyvalent radiography room including:

- an X-ray tube,
- a radiology table (maximum weight must be given),
- an image acquisition and visualisation console,
- a Bucky-Potter grid,
- plane captors.

NB: The table and tube must allow to realise interventional imagery (biopsy, arthrography, hystero-graphy). Therefore, the equipment requires a good scope, a mobile arm which can rotate around the table and the appropriate tube.

Every supplier will specify in its offer:

- the physical and technical characteristics of every element in the lot,
- the essential software for a proper use of the solution,
- the optional software,
- the necessary elements to connect the radiology table to the remaining devices,
- the dose reduction systems,
- the DICOM compatibility of the acquired images.

2.6. Mammography lot

The next lot is a complete and numeric mammography room including:

- the detector with the precisions about its field of view, the spatial resolution and every other technical aspect;
- the mammography unit with a detail on the various examination position available (sitting, standing, ...), the compression system, the dose quantification system, the collimation system, ...;
- the X-ray generator and tube,
- the image acquisition console.

The offer shall also specify any other accessory or software which are necessary to use properly the previous devices. Any optional and complementary product can be detailed separately.

2.7. Mobile radiography lot

Finally, the last lot for the imagery needs of the Saint Pérégrin hospital is a C-arm mobile and polyvalent radiography unit for the operatory room along with its real time visualisation console. It will be necessary to specify:

- the technical characteristics of the X-ray tube,
- the technical characteristics of the diaphragm and its configuration,
- the overall technical characteristics of the device (field(s) of view, size, ...),
- the existence of a CCD camera,

- the dose reduction system,
- the information related to radioprotection measures,
- the existence of an image storage system,
- the technical characteristics of the image visualisation screen (at least two screen),
- any other device judged to be necessary by the supplier to have a proper use of the equipment.

3. Implementation and maintenance

The handling, delivery and installation of the devices are part of this call for tender. Every chosen supplier will have to deliver, install and set-up its devices on-site.

3.1. Delivery modalities

For every device, the on-site delivery will be included in the offer and in the incoterm used (Incoterms® 2010 version), therefore, the supplier shall take care of it. This delivery will have to be made during the first trimester of 2020, the exact date will be determined with the architect in charge of this project. The supplier will give every information about the shipment process, the delivery time and the customs clearance modalities in Lomé, Togo. The reception modalities will also have to be described. It is important to remind that the Purchaser (CNSS of Togo) is exonerated of taxes and customs clearance thanks to its status.

3.2. Implementation

Every supplier is committed to give with each offer an implementation project of the equipment accordingly to the site's architectural map given with this document. The supplier will take care of the installation when the devices will be delivered. So, the supplier will consider the architectural environment and will provide detailed information about the minimum requirement for the preparation of the installation on-site (surface, weight/m², ...) and the electrical alimentation. In that regard, the electricity source will come **from solar panels and batteries through an inverter**, each device will have to be compatible with this kind of electricity source. Every offer will include all the necessary devices for an optimal use of the solution, including the installation accessories.

It will be the supplier's missions to:

- create an implementation project based on the hospitals plans, with as many details as possible,
- receipt on-site the delivery, unload the equipment, check and install them;
- restore any goods deteriorated during the installation process,
- ensure the various informatic interfaces between the newly installed devices and those already installed,
- coordinate the whole operation and to manage the potential subcontractor working on behalf of the supplier.

The Purchaser's duty will be to:

- consider the weight per square meter of the devices,
- prepare the appropriate electrical alimentations,
- ensure that the site is ready to install the devices according to the supplier's information.

3.3. Formation

The supplier will include in its offer the method, place and cost of the formation of two engineers or technicians, employed by the Purchaser, so they can be able to realise maintenance and repairs of first level. A formation on-site will be preferred. The intervention of an engineer or technician from the Purchaser's team does not exonerate the supplier from its commitments.

The supplier shall also include an appropriate training of the radiographers to allow them to properly use the devices.

A specific formation of the doctors for the use of the different ultrasound scanners will also be included.

3.4. Warranties and maintenance

Most important point in the evaluation of the different offers and turning point for the hospital. Hereafter a non-exhaustive list of information that will have to be given in that regard:

- the warranty period,
- the existence of a tele-maintenance or tele-diagnostic system in order to check the devices and anticipate the interventions,
- the existence of a hotline for the technical team and its availabilities,
- the amount of annual preventive maintenance,
- the amount of quality controls planned,
- the presentation of the potential subcontractors or technical partners that could intervene on behalf of the supplier,
- the location of the technical(s) team(s) and the **warranted** intervention time on-site,
- the details on where the spare parts will come from and the **warranted** delivery time (including shipment, delivery to Togo, customs clearance and delivery on-site),
- the warranted time to put back to work a device,
- the possibility to have a stock of usual spare parts on-site,
- the annual availability time **warranted** for each device,
- the potential warranty extension after a curative intervention,
- etc.

For each device included in an offer, the supplier will include warranty which will last at least 2 years, starting at the first use of the device. During this warranty period, the devices will be under a **total** warranty from the supplier and he will take care of everything if an intervention is needed (spare parts, workforce, travel, ...). The preventive maintenance will also be included in the warranty.

During the warranty period and, later, in the maintenance contract, it will be necessary to write down the several commitments the supplier will take: time to answer if we have a problem, time to intervene on-site, time to repair a device when no spare part is needed, time to deliver a spare part on-site if needed, time to install the spare parts and the total time to bring back a product in use. The preventive maintenance frequency will also be specified for each device, considering that for an MRI or a CT scan at least two preventive maintenance per year will be the minimum. Every supplier will be responsible of the maintenance, whether he take care of it himself or he delegate it to a subcontractor. After any intervention on a device, it will be able to accomplish the same initial functions in the same initial safety conditions.

3.5. Spare parts

In addition to the previous commitments discussed previously about the spare parts, any element or part of a device will be available for at least 10 years after the installation of the device. If this condition cannot be respected by a supplier, he will mention it into his offer and will specify the minimum availability period he can guaranty. If any spare part is needed, it will be delivered directly on-site, and this delivery will be coordinated with the intervention of a technical team to install it.

3.6. Penalties if the commitments are not respected

If any of the commitments taken by the supplier is not respected (delivery time, intervention time, time to bring back to work, annual availability, ...) then penalties shall be applied. These penalties will consider the loss of activity related to the impossibility to use the equipment and the impossibility to take care of patients in a critical situation. In that regard, every supplier will mention its usual penalty policy. These policies are going to be discussed independently for each device.

3.7. Replacement clause

If the supplier is not able to fix a failure in a given time for any reason (unavailability of a spare part, cost of intervention, ...), the supplier will be able to provide a replacing device which will not exonerate him from the penalties agreed in the contract. The total price of this procedure will be negotiated between the supplier and the Purchaser.

3.8. Presentation of local partners or distributors

If any of the missions described before were to be realised by one of the supplier's partner or distributor, he will be identified and presented in the offer. The supplier will prove that these partners/distributors have the necessary skills to complete their tasks and he is also responsible of the quality of their interventions. If it happens that one of these partners/distributors were not qualified to complete their tasks, then the supplier is committed to complete those tasks and he will take care of any resulting extra costs until the partner/distributor is appropriately trained.

4. Expected characteristics of the devices

4.1. Accreditations: CE, FDA, other

In order to ensure the quality of the devices and to ease the future accreditation strategy of the hospital, priority will be given to the devices which have recognized accreditations such as CE marking or the FDA approval. The suppliers will precise, for each device and each disposable every marking, norms, agreements and certifications it has, and he will provide these documents in its offer.

4.2. Available interfaces and communication processes

4.2.1. User interface

In order to ensure an optimal use of the equipment, the following criteria must be considered:

- ergonomic interface,
- interface in French or in English,
- help menu for the user,
- user manual in French or in English.

4.2.2. Electronic interface

It is agreed that all electronic interface and various ports should be listed:

- Ethernet (norm and output detailed), Wi-fi, Bluetooth, RS232, USB, etc.;
- electrical alimentation from solar panels and batteries through an inverter.

4.2.3. Data transfer protocols

The supplier will precisely define the available data transfer protocols between the device, the different acquisition or treatment systems and the central information system. These protocols will be open source and available.

5. Expected answer

In every offer presented by a supplier shall contain:

- information about the supplier and the constructor (if different),
- the extend of the offer,
- **the total cost of the solution over 8 years including the equipment, the transport, the installation, the maintenance and the disposables;**
- a complete description of the associated software,
- the environmental limits (hygrometry, temperature, air treatment, ...),
- the maintenance contract and the warranty,
- a list of spare parts which could be stocked on-site and their amount,
- references of similar project realised by the supplier in Africa and Western Africa with similar devices and possibility to contact those clients,
- general condition for the sell,
- the installation's plans,
- time to deliver the solution,
- official document of CE mark, FDA accreditations and any other accreditations available;
- user manuals,
- cleaning and disinfection procedures,
- any other technical and commercial document the supplier wants to share.

By default, all these documents shall be given in French. If these documents are not available in that language or cannot be translated, they can be given in English. Any document in another language will not be considered.

6. Price and terms of payment

6.1. Payment method

The prices in the offer will be either in Euro or in American Dollar and in Francs CFA (XOF). The payment will be in Francs CFA by bank transfer, within 60 days after receiving the facture.

6.2. Negotiations

The Purchaser keep the option to negotiate with the candidates. This negotiation can concern all the elements of the offer, including the price.

6.3. Variants

Every offer can have a classic form detailing the acquisition price and maintenance price.

However, it can also have the variant form of a leasing/maintenance contract.

Finally, the offer can also have an innovative form with a complete service including the installation of the solution and the management of the Imagery service.

7. Evaluation criteria

Every offer submitted will be evaluated with the following criteria:

- the quality of the commitments taken for the maintenance and warranty,
- the global cost of the solution (devices, maintenance, disposables, ...),
- the image quality (evaluated during visits of showrooms/medical centres or with images data bank),
- the technical and functional characteristics of the solution,
- the available certifications,
- the supplier's presence in Western Africa and in Togo,
- the ease of use of the solution,
- the respect of the planning.

Every supplier who will emit an offer will receive an answer, whether it is a positive or negative one. The suppliers whose offer have been selected will be invited to present their solutions in front of the team in charge of implementing the hospital.

8. Obligations of the supplier

8.1. Obligations

In addition to what have been said previously, the supplier will be held by the following obligations.

8.1.1. Confidentiality

The staff of the supplier participating in the execution of the services are held to professional secrecy, mostly toward the data and documents accessed during the realisation of the services. Every support of confidential data given to the supplier must be given back at the end of the contract. The supplier cannot give any document to potential contract worker without prior notice. If the supplier gives, with an authorisation, confidential documents to contract workers, they are held by the same obligations. Furthermore, the supplier and the Purchaser agreed to not give away any confidential information they could get from each other during the contract.

8.1.2. Responsibilities

It is expressly agreed that the service provider is submitted to an obligation of results in the execution of the contract and that he will not be able to dismiss his responsibilities toward the Purchaser until he proved that potential damage results only from a fault of the Purchaser or from a force majeure.

8.1.3. Delays

Contractual delays of delivery and maintenance are committing the supplier so that he will endorse all the responsibility if any prejudice happened to the Purchaser which could result in direct or indirect immaterial damage if those delays where not respected.

8.1.4. Insurances

The different products will have to be insured by the supplier during the shipping and delivery on-site process.

He will also have a liability insurance covering any damage that could be caused on the goods or people during the installation of the devices or during its normal use.

8.1.5. Obligations of collaboration

Both the Purchaser and the supplier will agree to collaborate closely during their contractual relation, to optimise the whole implementation of the different parts of the contract.

The supplier is committed to communicate the difficulties he may find, all along the project, in order to consider them rapidly enabling the success of the whole project.

Everyone mutually commit to communicate all information, events and/or documents which could be useful to the success of the contract.

8.1.6. Obligations of counselling

The supplier is held to an obligation of reinforced counselling. For this reason, it must give spontaneously to the Purchaser all the necessary advises, warnings, recommendations and alerts. Mostly in terms of formation, technical and functional recommendations, technological choice, state of the art and evolutions.

For this reason, the supplier will signal to the Purchaser all the elements which could, by their nature, compromise the good execution of the contract.

All the advises given by the supplier for the good execution of the contract must be written in a report given to the Purchaser.

8.1.7. Obligation of information

The supplier commits to declare within five (5) days to the Purchaser every changes or modifications of the juridical or financial structure of the supplier's company.

8.2. Applicable laws – Litigation

8.2.1. Applicable laws

The Purchaser and the supplier are submitting the sale and everything around it to the United Nations Convention on contracts for the International sale of goods (Vienna, 1980).

However, the contract signed will prevail on the convention every time it is planned in it.

If any case were not treated in the contract or the Vienna convention, it will be judged by the OHADA right.

8.2.2. Litigation

In any case of litigation resulting from the contract, the Purchaser and the supplier agree to solve the litigation by applying the Mediation Rules of the International Chamber of Commerce (ICC). If the litigation could not be solved with those rules within 45 days following the mediation demand, the Purchaser and the supplier agree to solve the litigation by application of the Arbitrary Rules of the ICC. One or more judges will be named, in conformity with those rules.

Annex 1: Plans of the Imaging department

