



REPUBLIC OF GHANA

**STANDARD TENDER DOCUMENTS  
FOR  
PROCUREMENT OF WORKS  
(MINOR CONTRACTS)**

**National Competitive Tendering (NCT)**

**VOLUME I**

**Tender Reference: .....**

**Issue Date: Day/Month/Year**

**Public Procurement Authority  
Accra, Ghana**

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## **April 2014 Revision**

This revision dated April 2014 incorporates a number of changes reflecting the experience of procuring entities in using the previous version of this document (last updated version was dated .....). This revision is to enhance the previous version and make it consistent with international best practices by addressing issues of sustainability (economic, social and environmental, health and safety).

..... **Revision**

# INTRODUCTION

This Standard Tender Document for Procurement of Minor Works has been developed for the procurement of works of a simple nature and complexity that are contracted under National Competitive Tendering procedures.

This STD for Procurement of Minor Works is intended to be used where the proposed works are of simple nature, small value (i.e. up to GHS50,000)<sup>1</sup>, short contract duration (less than 4 months), and where the magnitude of the potential risks involved is small for both the Employer and the Contractor.

The General Conditions of Contract contained herein are based on the 1999 edition of the International Federation of Consulting Engineers' (FIDIC) "Conditions of Contract for Short Form of Contract".

A particular feature of the Tender Document for Procurement of Works – Small Contracts (TDW-SC) is the single form of Agreement containing Offer and Acceptance, which, together with the documents listed in the accompanying Appendix, constitute the Contract.

Details to be entered by the Employer prior to the release of the Tender Documents for a particular project are limited to the Tender Data Sheet (TDS), the proposed Agreement, and the Particular Conditions. Details not entered by the Employer are the responsibility of the Tenderer. In addition, the Employer provides the Specification, Drawings, and Bill of Quantities or Schedule of Activities (when necessary).

Whoever prepares the Tender documents should be thoroughly familiar with the Instructions to Tenderers and Conditions of Contract included in the TDW-SC, as well as with the law applicable to the contract and any specific requirements of the specific contract. Where the user has little experience in writing Tender Documents or where complicated circumstances apply, expert advice should be sought.

Since the intention is that these documents should only be used for contracts of short duration and of low risk, there is no reference to an impartial "Engineer" or "Project Manager" but the Employer must appoint an authorized person to act for him, and if he wishes to engage a consultant to administer the contract, he may appoint a representative with specific delegated duties and authority.

The use of Tender and Performance Securities should be part of the overall approach to risk management and should take into account available measures to reduce the risk of contractor's default.

<sup>1</sup> or the equivalent threshold level as revised in accordance with the amended Public Procurement Act 663, 2003

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## STANDARD SUMMARY DESCRIPTION

Tender submission (Tenderers sign the offer part of the agreement)

This Tender Document for Procurement of Minor Works, and its User Guide normally applies in situations where no Prequalification has taken place before tender.

However, if a Prequalification process is undertaken, then the Qualification Criteria stipulated in Section III - Evaluation and Qualification Criteria must be updated to ensure that the Tenderer and any Subcontractors shall meet or continue to meet the Criteria used at the time of Prequalification.

A brief description of the parts and contents is given below:

### **STDs for Procurement of Minor Works**

#### **VOLUME I**

##### **Part I – Tender Procedures**

- Section I**      **Tender Evaluation and Award of Contract**  
1 To allow for Tender evaluation and award of contract.  
2 To allow for clarifications and appropriate changes to documentation.
- Section II**      **Tender Data Sheet (“TDS”)**  
This section includes provisions that are specific to the procurement and that supplement Section I, Instructions to Tenderers.
- Section III**      **Evaluation and Qualification Criteria**  
This section specifies the qualifications required of the Tenderer and the criteria to be used to evaluate the Tenders.
- Section IV**      **Tender Forms**      28 days  
This section contains the forms which are to be completed by a Tenderer and submitted as part of its Tender

##### **Part II – Conditions of Contract and Contract Forms**

- Section V**      **General Conditions of Contract (“GCC”)**  
This section contains the general clauses to be applied in all contracts. **The text of the clauses in this Section shall not be modified.**
- Section VI**      **Form of Special Conditions of Contract (“SCC”)**  
This section contains the form of those clauses of the proposed contract that supplement the GCC.
- Section VII**      **Forms of Agreement and Security**  
This section contains forms, some of which are used in the Tender and some of which, when and if completed, will form part of the proposed contract. Certain of these forms will only be completed by the successful Tenderer after contract award.



**Part III – Works Requirements**

**Section VIII Bill of Quantities**

The Bill of Quantities is included in Volume II, which forms part of these Tender Documents.

**Section IX Specifications and Performance Requirements**

The Specifications are provided in Volume III of the Tender Documents.

**Section X Drawings**

The Drawings are provided in Volume IV, which forms part of these Tender Documents.

# FORMAT FOR INVITATION FOR TENDERS

Date: *[of issue of invitation]*  
Project Name: \_\_\_\_\_  
Contract Name: \_\_\_\_\_  
Contract Number: \_\_\_\_\_

1. The \_\_\_\_\_ *[name of/Procurement Entity/Employer]* intends to apply part of its budgetary allocation to fund the procurement \_\_\_\_\_ *[name of Project]* to support its programme of work..

2. The \_\_\_\_\_ *[name of Employer]* hereby invites sealed Tenders from Contractors for the construction of \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ *[brief description of the Works<sup>2</sup>]*. The time for completion is \_\_\_\_\_ *[No. of weeks or dates]*.

3. Tender documents (and additional copies) may be purchased at \_\_\_\_\_ *[name and address of office]* for a nonrefundable fee of GHS \_\_\_\_\_, for each set. Interested Tenderers may obtain further information at the same address.<sup>3</sup>

4. Tenders shall be delivered to \_\_\_\_\_ *[name and full address of receiving office]* on or before \_\_\_\_\_ *[time and date of Tender closing]* and shall be valid for a period of \_\_\_\_\_ *[days]*, that is, *[insert exact date]* after Tender submission. Late Tenders will be rejected. Tenders will be opened in the presence of the Tenderers' representatives who choose to attend at *[time and date of Tender opening<sup>4</sup>]* at *[full address of office for Tender opening<sup>5</sup>]*.

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<sup>2</sup> A brief description of the works should be provided, including quantities, location of project, and other information necessary to enable potential Tenderers to decide whether or not to respond to the invitation. Tender documents may require Tenderers to have specialized experience or capabilities; such requirements should also be included in this paragraph.

<sup>3</sup> If a Tender security is required, this paragraph should so state. The paragraph should also state the amount of the Tender security in local currency and that the Tender security shall accompany the Tender.

<sup>4</sup> The time of Tender opening shall be soon after time of tender closing

<sup>5</sup> The office for Tender opening may not necessarily be the same as that for inspection or issuance of documents or for Tender submission. If they differ, each address must appear at the Invitation for Tenders. Only one office and its address shall be specified for submission, and it should be near the place where Tenders will be opened.

# **PART – I: TENDER PROCEDURES**

# **TABLE OF CLAUSES**

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## Section I. Instructions to Tenderers

### A. General

#### Definitions

- (a) “Associate” means any entity or person with whom the Tenderer associates in order to provide any part of the Works.
- (b) “TDS” means the Tender Data Sheet in Section II of these Tender Documents used to reflect specific requirements and/or conditions.
- (c) “Tender” means a tender for the provision of the Works submitted by a Tenderer in response to these Tender Documents.
- (d) “Tender Securing Declaration” means the security a Tenderer may be required to furnish as part of its Tender in accordance with ITT Clause 16.
- (e) “Tenderer” means any eligible entity or person, including any associate of such eligible entity or person that submits a Tender.
- (f) “Tender Documents” means Sections I – X of these documents, including any amendments that may be made, prepared by the Employer for the selection of the Contractor.
- (g) “Bill of Quantities” means the priced and completed Bill of Quantities forming part of the Tender.
- (h) “Confirmation” means confirmation in writing.
- (i) “Contract” means the contract proposed to be entered into between the Employer and the Contractor, including all of the documents specified in GCC Sub-Clause 2.3 and any attachments, appendices, and all documents incorporated by reference therein.
- (j) “Contract Price” means the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.
- (k) “Contractor” means the entity or person, including any associate, that provides the Works to the Employer under the Contract.
- (l) “Day” means a calendar day.
- (m) “Employer” means the entity **identified in the TDS**, the party with which the Contractor signs the Contract for the provision of the Works.
- (n) “Fraud and Corruption” means any of those actions defined in the GCC (including the phrases “coercive practice,” “collusive practice,” “corrupt practice,” “fraudulent practice,” “obstructive practice,” and “prohibited practice” as defined in GCC Sub-Clause 1.1), according to which action may be taken against the Tenderer, the Contractor, the Employer, or any of their respective personnel.
- (o) “GCC” means the General Conditions of Contract.
- (p) “Government” means the government **identified in the TDS**.
- (q) “Instructions to Tenderers” or “ITT” mean this Section I of these Tender Documents, including any amendments, which provide Tenderers with information needed to prepare their Tenders.
- (r) “Intended Completion Date” means the date on which it is intended that the Contractor shall complete the Works as **specified in TDS 1.2**.

- (s) “in writing” means communicated in written form (e.g., by mail, e-mail or facsimile) delivered with proof of receipt.
- (t) “Letter of Acceptance” has the meaning given the term in ITT Sub-Clause 34.1.
- (u) “PPA” means the Public Procurement Authority
- (v) “Project Manager” means the person named in the SCC (or any other competent person appointed by the Employer and notified to the Contractor, to act in replacement of the Employer under the terms of the Contract) who is responsible for supervising the execution of the Works and administering the Contract.
- (w) “SCC” means the Special Conditions of Contract.
- (x) “Subcontractor” means any person or entity with whom a Tenderer intends to sub-contract any part of the Works.
- (y) “Taxes” has the meaning given the term in the GCC Clause 1.13.
- (z) “Technical Offer” has the meaning given the term in ITT Sub-Clause 5.1.
- (aa) “Works” means what the Contract requires the Contractor to construct, install, and turn over to the Employer.

1. Scope of Tender

- 1.1 The Employer invites Tenders for the provision of the Works, as **described in the TDS** and the SCC. The name and identification number of the Contract are **provided in the TDS** and the SCC.
- 1.2 The successful Tenderer shall be expected to complete the Works by the Intended Completion Date **specified in the TDS** and SCC 1.1 (f).
- 1.3 Throughout these Tender Documents, except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular; and the feminine means the masculine and vice versa.

2. Source of Funds

- 2.1 The Employer intends to apply a portion of its budgetary allocation to fund payments under the Contract for which these Tender Documents are issued.

3. Fraud and Corruption

- 3.1 The Employer requires that all beneficiaries of its funding, including any Tenderers, suppliers, contractors, subcontractors and consultants observe the highest standards of ethics during the procurement and execution of this contract.

In line with this, the Employer:

- (a) will reject a Tender if it determines that the Tenderer recommended to be selected as the Contractor has, directly or indirectly, engaged in Fraud and Corruption in competing for the Contract;
- (b) has the right to sanction a Tenderer, including declaring the Tenderer ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the Tenderer or Contractor has, directly or through an agent, engaged in Fraud and Corruption in competing for, or in executing, such a contract; and

3.2 Furthermore, Tenderers shall be aware of the provisions stated in Section V, General Conditions of Contract (GCC).

4. Eligible Tenderers

4.1 A Tenderer may be a natural person, private entity, government-owned entity (subject to ITT Sub-Clause 4.4) or any combination of such entities supported by a letter of intent to enter into an agreement or under an existing agreement.

4.2 A Tenderer, shall be legally incorporated in Ghana and shall quote only in Ghana Cedis (GHS) or as **specified in the TDS**.

4.3 Tenderers shall not have a conflict of interest. All Tenderers found to have a conflict of interest shall be disqualified. A Contractor found to have a conflict of interest may have its contract terminated. A Tenderer may be considered to have a conflict of interest with one or more parties in this tendering process, if:

- a) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the tender of another Tenderer, or influence the decisions of the Employer regarding this tendering process; or
- b) they participate in more than one Tender in this tendering process; participation by a Tenderer in more than one Tender will result in the disqualification of all Tenders in which the party is involved; however, this provision does not limit the inclusion of the same subcontractor in more than one Tender; or
- c) they are, or have been associated in the past, with any person or entity which has been engaged to provide consulting services for the preparation of the design, specifications, or other documents to be used for the procurement and provision of the Works expected to be contracted for under these Tendering Documents; or
- d) they or any of their affiliates have been hired (or is proposed to be hired) by the Employer as Project Manager for the Contract; or
- e) they are themselves, or have a business or family relationship with, a member of the Employer's board of directors or staff or with the Procurement Agent hired by the Employer who is directly or indirectly involved in any part of (i) the preparation of these Tender Documents, (ii) the Tender selection process, or (iii) supervision of the Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Employer throughout the process of preparing the Tender Documents and awarding and executing the Contract.

Tenderers and the Contractor have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the Employer, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Tenderer or Contractor or the termination of the Contract.

Eligibility of Government – owned Entities

4.4 Government-owned entities shall be eligible only if they can establish that they (a) are legally and financially autonomous, (b) operate under commercial law, and (c) are not a dependent agency of the Employer.



## Section I: Instructions to Tenderers

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- Continued Eligibility 4.5 Tenderers shall provide such evidence of their continued eligibility, in a manner satisfactory to the Employer, as the Employer may reasonably request.
- Ineligibility and Debarment 4.6 Tenderers shall not be any person or entity under a declaration of ineligibility for Fraud and Corruption in accordance with ITT Sub-Clause 3.1 above or that has been previously declared ineligible for participation in a procurement.
5. Qualifications of the Tenderer 5.1 All Tenderers shall submit completed Tender Forms (Section IV), including a technical offer/method statement which provides a statement of how they intend to ensure that environmental and safety issues would be adequately addressed, work plan, preliminary description of the proposed work method and schedule, including charts, as necessary (the “Technical Offer”).
- 5.2 To qualify for award of the Contract, Tenderers shall meet the following minimum qualifying criteria:
- (a) an average annual financial amount of construction work as stipulated in sub-factor 3.2 of Section III, Evaluation and Qualification Criteria;
  - (b) experience as prime contractor in the construction of at least the number of works of a nature and complexity equivalent to the Works over the period stipulated in sub-factor 4.2 of Section III, Evaluation and Qualification Criteria (to comply with this requirement, works cited should be at least 70 percent complete);
  - (c) proposals for the timely acquisition (own, lease, hire, etc.) of the essential equipment **listed in the TDS**;
  - (d) key personnel having the requisite skills and years of experience stipulated in sub-factor 6 of Section III. Evaluation and Qualification Criteria;
  - (e) liquid assets and/or credit facilities, net of other contractual commitments and exclusive of any advance payments which may be made under the Contract, of no less than the amount stipulated in sub-factor 3.3 of Section III, Evaluation and Qualification Criteria; and
  - (f) the other minimum qualifying criteria set forth in Section III, Evaluation and Qualification Criteria.
6. One Tender per Tenderer 6.1 Each Tenderer shall submit only one Tender. A Tenderer who submits or participates in more than one Tender (other than as a subcontractor or in cases of alternatives that have been permitted or requested) shall cause all the proposals with the Tenderer’s participation to be disqualified.
7. Cost of Tendering 7.1 The Tenderer shall bear all costs associated with the preparation and submission of its Tender, and the Employer shall, in no case, be responsible or liable for those costs, regardless of the conduct or outcome of the Tender process.

### **B. Tender Documents**

8. Contents of Tender Documents 8.1 The set of Tender Documents comprises the documents listed below and addenda issued in accordance with ITT Clause 10:

#### Part I—Tender Procedures

Section I. Instructions to Tenderers (ITT)

Section II. Tender Data Sheet (TDS)

Section III. Evaluation and Qualification Criteria

Section IV. Tender Forms

Part II – Forms of Contract and Securities

Section V. General Conditions of Contract (GCC)

Section VI. Form of Special Conditions of Contract (SCC)

Section VII. Forms of Agreement and Securities

Part III -- Works Requirements

Section VIII. Bill of Quantities (Volume II)

Section IX. Specifications and Performance Requirements (Volume III)

Section X. Drawings (Volume IV)

8.2 The “Invitation for Tenders” issued by the Employer is not part of the Tender Documents. In case of discrepancies between the Invitation for Tenders and the Tender Documents listed in the preceding sub-clause, said documents will take precedence.

8.3 The Employer is not responsible for the completeness of the Tender Documents and their addenda, if they were not obtained directly from the Employer.

8.4 The Tenderer is expected to examine all instructions, forms, terms, and specifications, inclusive of environmental, social and health and safety requirements, in the Tender Documents. Failure to furnish all information or documentation required by the Tender Documents may result in the rejection of the Tender.

9. Clarification of Tender Documents

9.1 A prospective Tenderer requiring any clarification of the Tender Documents may notify the Employer in writing at the Employer’s address **indicated in the TDS**. The Employer will respond, in writing, to any request for clarification received earlier than the number of days **indicated in the TDS** prior to the deadline for submission of Tenders. Copies of the Employer’s response will be forwarded to all prospective Tenderers who have acquired the Tender Documents directly from it.

10. Amendment of Tender Documents

10.1 Before the deadline for submission of Tenders, the Employer may modify the Tender Documents by issuing addenda.

10.2 Any addendum thus issued shall become part of the Tender Documents and shall be forwarded by the Employer to all prospective Tenderers who have acquired the Tender Documents directly from it.

10.3 To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their Tenders, the Employer may, at its discretion,

extend the deadline for submission of Tenders, in accordance with ITT Sub-Clause 19.2.

### C. Preparation of Tenders

11. Language of Tender
- 11.1 The Tender, as well as all correspondence and documents relating to the Tender exchanged by the Tenderer and the Employer, shall be written in English.
12. Documents Comprising the Tender
- 12.1 The Tender submitted by the Tenderer shall comprise the following:
- (a) The Tender (in the format indicated in Section IV);
  - (b) Tender Securing Declaration, in accordance with ITT Clause 16, if required;
  - (c) Priced Bill of Quantities;
  - (d) Qualification Information Form and Documents;
  - (e) Technical Offer/Method Statement;
  - (f) Written power of attorney authorizing the signatory of the Tender to commit the Tenderer, in accordance with ITT 17.2; and
  - (g) Any other materials required to be completed and submitted by Tenderers, as **specified in the TDS**.
13. Tender Prices
- 13.1 The Contract shall be for the Works, as described in ITT Sub-Clause 1.1, based on the priced Bill of Quantities or priced Schedule of Activities submitted by the Tenderer.
- 13.2 The Tenderer shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items for which no rate or price is entered by the Tenderer shall not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities. Corrections, if any, shall be made by crossing out, initialing, dating and rewriting.
- 13.3 GCC Clause ..... of the General Conditions sets forth the tax provisions applicable to any Tender and to performance of the Contract. Tenderers should review and consider this clause carefully in preparing their Tender.
- 13.4 The rates and prices quoted by the Tenderer shall be subject to adjustment during the performance of the Contract if **provided for in the TDS** and SCC and the provisions of Clause 11.8 of the GCC. The Tenderer shall submit with the Tender all the information required under the SCC and GCC Clause 11.8.
14. Currencies of Tender and Payment
- 14.1 The currency of the Tender and payments shall be as **specified in the TDS**.
15. Tender Validity
- 15.1 Tenders shall remain valid for the period **specified in the TDS**. A Tender valid for a shorter period shall be rejected by the Employer as non-responsive.
- 15.2 In exceptional circumstances, prior to the expiration of the original Tender validity period, the Employer may request Tenderers to extend the period of validity of their Tenders for a specified additional period. The request and the

## Section I: Instructions to Tenderers

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Tenderers' responses shall be made in writing. If a Tender Securing Declaration is requested in accordance with ITT Clause 16, it shall also be extended up to 28 days after the deadline of the extended Tender validity period. A Tenderer agreeing to the request shall not be required or permitted to modify its Tender, except at the discretion of the Employer.

- 15.3 In the case of fixed price contracts, if the award is delayed by a period exceeding sixty (60) days beyond the expiry of the initial Tender validity period, the contract price will be increased by a factor specified in the request for extension. The Tender evaluation shall be based on the Tender price without taking into consideration the above correction.
16. Tender Securing Declaration
- 16.1 If required in the TDS, the Tenderer shall furnish, as part of its Tender, a Tender Securing Declaration in original form as **specified in the TDS**.
- 16.2 The Tender Securing Declaration (if required) shall be in the amount and currency **specified in the TDS**, and shall:
- (a) be substantially in accordance with the Tender Securing Declaration included in Section VII, Security Forms, or other form approved by the Employer prior to Tender submission; in either case, the form must include the complete name of the Tenderer;
  - (b) be submitted in its original form; copies shall not be accepted;
  - (c) remain valid for a period of 28 days beyond the validity period of the Tenders, as extended, if applicable, in accordance with ITT Sub-Clause 15.2.
- 16.3 Any Tender not accompanied by a substantially responsive Tender Securing Declaration in accordance with ITT Sub-Clause 16.1 shall be rejected by the Employer as non-responsive.
- 16.4 The Tender Securing Declaration of unsuccessful Tenderers shall be returned as promptly as possible upon the successful Tenderer's furnishing of the performance security in accordance with GCC 4.4 as described in ITT 37.
17. Format and Signing of Tender
- 17.1 The Tenderer shall prepare one original set of the documents comprising the Tender as described in ITT 13 and clearly mark it **ORIGINAL**. In addition, the Tenderer shall submit copies of the Tender in the numbers specified in the TDS and clearly mark each one **COPY**. In the event of any discrepancy between the original and the copies, the original shall prevail.
- 17.2 The original and all copies of the Tender shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Tenderer. This authorization shall consist of a written confirmation as **specified in the TDS** and shall be attached to the Tender. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Tender where entries or amendments have been made shall be signed or initialed by the person signing the Tender.
- 17.3 Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Tender.

17.4 The Tenderer shall furnish information as described in Section IV – Tender Forms on commissions or gratuities, if any, paid or to be paid to agents relating to this Tender, or to Contract execution if the Tenderer is awarded the Contract.

17.5 Tenders shall be submitted strictly in accordance with the Tender Documents. Any amendments or qualifications made by the Tenderer, except those to comply with instructions issued by the Employer, may result in rejection of the Tender.

### **D. Submission of Tenders**

18. Submission, Sealing, and Marking of Tenders

18.1 Tenderers may always submit their Tenders by mail or by hand. Tenderers submitting Tenders electronically shall follow the procedures **specified in the TDS**. For Tenders submitted in hard copy, the Tenderer shall seal the original and all copies of the Tender in two inner envelopes and one outer envelope, duly marking the inner envelopes as “ORIGINAL” and “COPIES.”

18.2 The inner and outer envelopes shall:

- (a) bear the name and address of the Tenderer;
- (b) be addressed to the Employer at the address **provided in the TDS**;
- (c) bear the name and identification number of the Contract as **defined in the TDS section 1.1** and SCC; and
- (d) provide a warning “DO NOT OPEN BEFORE” the specified time and date for Tender opening as **defined in the TDS**.

18.3 If the envelopes are not sealed and marked as above, the Employer shall assume no responsibility for the misplacement or premature opening of the Tender.

19. Deadline for Submission of Tenders

19.1 Tenders shall be delivered to the Employer at the address specified above no later than the time and date **specified in the TDS**.

19.2 The Employer may, at its discretion, extend the deadline for submission of Tenders by issuing an addendum in accordance with ITT Clause 10, in which case all rights and obligations of the Employer and the Tenderers previously subject to the original deadline shall then be subject to the new deadline.

20. Late Tenders

20.1 Any Tender received by the Employer after the deadline prescribed in ITT Clause 19 shall be declared late, rejected, and returned unopened to the Tenderer.

21. Modification, Substitution and Withdrawal of Tenders

21.1 A Tenderer may modify, substitute or withdraw its Tender after it has been submitted by giving notice in writing before the deadline for Tender submission prescribed in ITT Clause 19, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITT Clause 17.

21.2 Each Tenderer’s modification, , substitution or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with ITT Clauses 18 and 19 (except that withdrawal notices do not require copies), with the outer and inner envelopes additionally marked “MODIFICATION”, SUBSTITUTION,” or “WITHDRAWAL”, as appropriate.

- 21.3 Tenders requested to be withdrawn in accordance with ITT Sub-Clause 21.1 shall be returned unopened to the Tenderers.
- 21.4 No Tender may be modified, substituted or withdrawn after the deadline for submission of Tenders.
- 21.5 Tenderers may only offer discounts to, or otherwise modify the prices of their Tenders, by submitting Tender modifications in accordance with this clause or included in the initial Tender.

## **E. Tender Opening and Evaluation**

### 22. Tender Opening

- 22.1 The Employer shall open the Tenders, including modifications made pursuant to ITT Clause 21, in the presence of the Tenderers' representatives who choose to attend at the time and in the place **specified in the TDS**.

First, envelopes marked "**WITHDRAWAL**" shall be opened and read out and the envelope with the corresponding Tender shall not be opened, but returned to the Tenderer. No Tender withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at Tender opening. Next, envelopes marked "**SUBSTITUTION**" shall be opened and read out and exchanged with the corresponding Tender being substituted, and the substituted Tender shall not be opened, but returned to the Tenderer. No Tender substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at Tender opening. Envelopes marked "**MODIFICATION**" shall be opened and read out with the corresponding Tender. No Tender modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Tender opening. Only Tenders that are opened and read out at Tender opening shall be considered further.

- 22.2 All other envelopes shall then be opened one at a time, and the official shall read aloud: the name of the Tenderer and whether there is a modification; the Tender price(s), including any discounts; the presence of a Tender Securing Declaration; any other details as the Employer may consider appropriate. Only discounts read out at Tender opening shall be considered for evaluation. No Tender shall be rejected at Tender opening except for late Tenders, in accordance with ITT 20. Substitution Tenders and modifications submitted pursuant to ITT Clause 21 that are not opened and read out at Tender opening shall not be considered for further evaluation regardless of the circumstances. Late, withdrawn and substituted Tenders shall be returned un-opened to Tenderers.
- 22.3 The Employer shall prepare minutes of the Tender opening, including the information disclosed, to those present, in accordance with ITT Sub-Clause 22.2.

### 23. Confidentiality

- 23.1 Information relating to the examination, clarification, evaluation, and comparison of Tenders and recommendations for the award of a Contract shall not be disclosed to Tenderers or any other persons not officially concerned with such process until publication of the award to the successful Tenderer has been announced pursuant to ITT Sub-Clause 36.4. The undue use by any Tenderer of confidential information related to the process may result in the rejection of

## Section I: Instructions to Tenderers

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its Tender and may subject the Tenderer to the provisions of the Government's and the Employer's anti-fraud and corruption policies.

- 23.2 Any effort by a Tenderer to influence the Employer's processing of Tenders or award decisions may result in the rejection of its Tender. Notwithstanding the above, from the time of Tender opening to the time of Contract award, if any Tenderer wishes to contact the Employer on any matter related to the tendering process, it should do so in writing.
24. Clarification of Tenders
- 24.1 To assist in the examination, evaluation, and comparison of Tenders, the Employer may, at its discretion, ask any Tenderer for clarification of the Tenderer's Tender, including breakdown of prices. The request for clarification and the response shall be in writing, but no change in the price or substance of the Tender shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Tenders in accordance with ITT Clause 26.
25. Examination of Tenders and Determination of Responsiveness
- 25.1 Prior to the detailed evaluation of Tenders, the Employer shall determine whether each Tender (a) meets the eligibility criteria defined in ITT Clause 4; (b) has been properly signed; (c) is accompanied by the Tender Securing Declaration, and (d) is substantially responsive to the requirements of the Tender Documents.
- 25.2 A substantially responsive Tender is one which conforms to all the terms, conditions, and specifications of the Tender Documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the Tender Documents, the Employer's rights or the Tenderer's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other Tenderers presenting substantially responsive Tenders.
- 25.3 If a Tender is not substantially responsive, it shall be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.
26. Correction of Errors
- 26.1 Tenders determined to be substantially responsive shall be checked by the Employer for any arithmetical errors and corrected on the following basis:
- (a) if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Employer there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
  - (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
  - (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

## Section I: Instructions to Tenderers

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- 26.2 If the Tenderer that submitted the lowest-evaluated Tender does not accept the correction of errors, its Tender shall be rejected.
27. Currency for Tender Evaluation
- 27.1 For evaluation and comparison purposes, the currency(ies) of the Tenders shall be **as specified in the TDS**.
28. Evaluation and Comparison of Tenders
- 28.1 The Employer shall evaluate and compare only the Tenders determined to be substantially responsive in accordance with ITT Clause 25.
- 28.2 In evaluating the Tenders, the Employer shall determine for each Tender the evaluated Tender price by adjusting the Tender price as follows:
- (a) Making any correction for errors pursuant to ITT Clause 26;
  - (b) Excluding provisional sums and the provision, if any, for contingencies in the Bill of Quantities, but including day works, where priced competitively;
  - (c) Making an appropriate adjustment for any other acceptable variations, or deviations submitted.
  - (d) Making appropriate adjustments to reflect discounts or other price modifications offered in accordance with ITT Sub-Clause 21.5; and
  - (e) The evaluation factors indicated in Section III - Evaluation and Qualification Criteria.
- 28.3 The Employer shall determine to its satisfaction whether the Tenderer that is selected as having submitted the lowest evaluated and substantially responsive Tender is qualified to perform the Contract satisfactorily. The determination shall be based upon an examination of the documentary evidence of a Tenderer's qualifications submitted by a Tenderer and the qualification criteria indicated in Section III - Evaluation and Qualification Criteria.
- 28.4 The Employer reserves the right to accept or reject any variation, deviation, or unsolicited alternative offer. Variations, deviations, and unsolicited alternative offers and other factors which are in excess of the requirements of the Tender Documents or otherwise result in unsolicited benefits for the Employer shall not be taken into account in Tender evaluation.
- 28.5 The estimated effect of any price adjustment conditions under GCC Clause 11.8, during the period of implementation of the Contract, shall not be taken into account in Tender evaluation.
- 28.6 At any time during the evaluation process, the Employer reserves the right to conduct a verification of market-reasonableness of the prices offered, and a negative determination (either unreasonably high or unreasonably low) could be a reason for rejection of the Tender at the discretion of the Employer. The Tenderer shall not be permitted to revise its Tender after this determination.
29. National Preference
- 29.1 Works utilizing this Standard Tender Document shall be exclusively reserved for national contractors unless otherwise stated in the Tender Data Sheet.
30. Determination of the Lowest Evaluated Tender
- 30.1 The Tender with the lowest evaluated price from among those which are eligible, compliant and substantially responsive shall be the lowest evaluated tender.



## F. Award of Contract

31. Award Criteria      31.1 Subject to ITT Clause 28, and prior to the expiration of the period of Tender validity, the Employer will award the Contract to the Tenderer whose Tender has been determined to be substantially responsive to the Tender Documents and who has offered the lowest evaluated Tender price, provided that such Tenderer has been determined to be (a) eligible in accordance with the provisions of ITT Clause 4, (b) qualified in accordance with the provisions of ITT Clause 5 and (c) otherwise determined qualified to perform the Contract.
32. Negotiations      32.1 Negotiations shall be made with the Lowest Evaluated Tenderer as per provisions in the Public Procurement Authority Act 2003, Act 663 Section 64.
33. Employer's Right to Accept any Tender and to Reject any or all Tenders      33.1 The Employer reserves the right to accept or reject any Tender, at any time prior to the award of Contract, without thereby incurring any liability to any Tenderer or any obligation to inform the affected Tenderer or Tenderers of the grounds for the Employer's action.
34. Employer's Right to cancel the Tender process and reject all Tenders      34.1 The Employer reserves the right to cancel the Tender process and reject all Tenders, at any time prior to the award of Contract, without thereby incurring any liability to any Tenderer or any obligation to inform the affected Tenderer or Tenderers of the grounds for the Employer's action.
35. Employer's Right to Vary Quantities at the Time of Award      35.1 The Employer reserves the right at the time of contract award to increase or decrease the quantity of goods or related services originally specified in these Tender documents (schedule of requirements) provided this does not exceed by the percentage indicated in the Tender Data Sheet, without any change in unit price or other terms and conditions of the Tender and Tender documents.
36. Notification of Award and Signing of Agreement      36.1 The Tenderer whose Tender has been accepted shall be notified of the award by the Employer in writing prior to the expiration of the Tender validity period using a letter of acceptance substantially in the form set out in Section IV of these Tender Documents (the "Letter of Acceptance").
- 36.2 The Letter of Acceptance shall constitute the formation of the Contract, subject to the Tenderer furnishing the Performance Security in accordance with ITT Clause 37 and signing the Contract in accordance with ITT Sub-Clause 34.3.
- 36.3 The Contract will constitute all agreements between the Employer and the successful Tenderer as described in GCC Clause 1.3. Promptly after providing the successful Tenderer with the Letter of Acceptance, and after providing for the time period for Tender Challenges, the Employer will send the successful Tenderer the Agreement. Within 21 days of receipt, the successful Tenderer shall sign the Contract and deliver it to the Employer.
- 36.4 Upon the successful Tenderer's furnishing of the performance security pursuant to ITT Clause 37, the Employer will promptly notify unsuccessful Tenderers, the name of the winning Tenderer and the Contract amount and will discharge the Tender Securing Declaration of the unsuccessful Tenderers pursuant to ITT sub Clause 16.4.

- 36.5 After publication of the award, unsuccessful Tenderers may request in writing to the Employer for a debriefing seeking explanations for the failure of their Tenders. The Employer shall promptly respond in writing to any unsuccessful Tenderer who, after notification of award in accordance with ITT Sub-Clause 36.4, requests of the Employer in writing the grounds on which its Tender was not selected.
37. Performance Security
- 37.1 Within 21 days after receipt of the Letter of Acceptance, the successful Tenderer shall deliver to the Employer a Performance Security in accordance with the terms of GCC Clause 4.4, using for that purpose the form of Performance Bank Guarantee included in Section VII of these Tender Documents, or another form acceptable to the Employer.
- 37.2 Failure of the successful Tenderer to comply with the requirements of ITT Sub-Clauses 36.3 and 37.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Tender Security.
38. Advance Payment and Security
- 38.1 The Employer will provide an Advance Payment on the Contract Price as stipulated in the GCC, subject to a maximum amount, as **stated in the TDS**. The Advance Payment shall be guaranteed by a Security. Section VII - Security Forms, provides a Bank Guarantee for Advance Payment form.
39. Adjudicator
- 39.1 The Employer proposes the person **named in the TDS** to be appointed as Adjudicator under the Contract, at an hourly fee **specified in the TDS**, plus reimbursable expenses. If the Tenderer disagrees with this proposal, the Tenderer should so state in the Tender. If, in the Letter of Acceptance, the Employer has not agreed on the appointment of the Adjudicator, the Adjudicator shall be appointed by the Appointing Authority **designated in the TDS** and the SCC at the request of either party.

### **G. Review of Procurement Decisions**

40. Right to Review
- 40.1 A Tenderer who claims to have suffered or that may suffer any loss or injury as a result of breach of a duty imposed on a procurement entity in the course of these procurement proceedings may seek a review in accordance with the procedure set out under Sections 78 – 82 of the Public Procurement Act 2003, Act 663.

## **SECTION II. TENDER DATA SHEET**

## Section II. Tender Data Sheet

<b>A. General</b>	
<b>Definitions</b>	<p>“Employer” means: <b>[insert complete name here]</b></p> <p>“Government” means the Government of <b>Ghana</b>.</p>
<b>ITT 1.1</b>	<p>The Works for which the Tender Documents have been issued is: <b>[insert complete name here]</b></p> <p>The identification number of this Tender process is: <b>[insert identification number here]</b></p> <p>The number and identification of lot (contract) comprising this IFT is: <b>[insert number and identification of each lot, if applicable]</b></p>
<b>ITT 1.2</b>	The expected Completion Date of the Works is: no of <b>calendar months from the date of commencement</b>
<b>ITT 2.1</b>	Name of financing institution is ..... <b>[insert name if any]</b>
<b>ITT 5.2(c)</b>	Equipment which shall be required for the execution of the assignment are: <b>[insert list]</b>
<b>B. Tender Documents</b>	
<b>ITT 9.1</b>	<p>For purposes of <b>clarification</b>, the Employer’s address is <b>[insert complete address and contact details of Employer]</b></p> <p>The minimum number of days prior to the deadline for submission of Tenders to receive any request for clarification: <b>[insert number of days with actual date here]</b></p> <p>The minimum number of days prior to the deadline for submission of Tenders that the Employer will respond: <b>[insert number of days with actual date here]</b></p> <p>The responses <b>[insert “shall” or “shall not” here]</b> be posted on the Employer’s website.</p>
<b>C. Preparation of Tenders</b>	
<b>ITT 12.1(g)</b>	The Tenderer shall submit with its Tender the following additional documents: <b>[insert additional documents required]</b>
<b>ITT 13.4</b>	The prices quoted by the Tenderer <b>[insert “shall be” or “shall not be”]</b> subject to adjustment during the performance of the Contract.
<b>ITT 14.1</b>	<p>The currency(ies) of the Tender shall be as follows: <b>[Ghana Cedis(GHS)]</b></p> <p>The currency (ies) of the payment shall be as follows: <b>[Ghana Cedis (GHS)]</b></p>

Section II: Tender Data Sheet

ITT 15.1	The Tender validity period shall be [insert number of days deemed appropriate here] days.
ITT 16.1	A Tender Securing Declaration [insert “shall” or “shall not”] be required.  The form of the Tender Securing Declaration shall be: [insert requirement here]
ITT 16.2	The amount and currency of the Tender Security shall be: [insert amount and currency here]
ITT 17.2	The written confirmation of authorization to sign on behalf of the Tenderer shall consist of: [insert “  <b>The name and description of the documentation required to demonstrate the authority of the signatory to sign the Tender such as Power of Attorney</b> ”]
<b>D. Submission of Tenders</b>	
ITT 18.1	Tenderers [insert “shall” or “shall not”] have the option of submitting their Tenders electronically.
ITT 18.2(b)	For <b>Tender submission purposes only</b> , the submission address is :  Attention: <b>Street Address:</b> <b>Building Name:</b> <b>Floor/Room number:</b> <b>City/Town:</b> <b>Country:</b> <b>Tel:</b> <b>Fax:</b> <b>Email:</b>
ITT 19.1	The deadline for Tender submission is:  Day: [insert day]  Date: [insert date]  Time: [insert time]
<b>E. Tender Opening and Evaluation</b>	
ITT 22.1	The Tender opening shall take place at:  <b>Street Address:</b> <b>Building Name:</b> <b>Floor/Room number:</b> <b>City/Town:</b> <b>Country:</b> <b>Tel:</b>

Section II: Tender Data Sheet

	<p><b>Fax:</b> <b>E-mail :</b></p> <p>Date: [insert date]</p> <p>Time: [insert time]</p> <p>Procedure for electronic opening: [insert description of the electronic Tender opening procedures, if Applicable]</p>
<b>ITT 27.1</b>	The currency that shall be used for Tender evaluation and comparison is: [Ghana Cedis(GHS)]
<b>F. Award of Contract</b>	
<b>ITT 38.1</b>	The Advance Payment shall be limited to [insert percentage deemed appropriate here] percent of the Contract Price.
<b>ITT 39.1</b>	<p>Name, address and hourly fees of the Adjudicator shall be notified to the Tenderers not later than two weeks prior to the deadline for the submission of tenders.</p> <p>The Appointing Authority is: [insert complete name here]</p>

## **Section III. Evaluation and Qualification Criteria**

## Section III. Evaluation and Qualification Criteria

This Section contains criteria that the Employer will use to evaluate Tenders and qualify Tenderers. To demonstrate its qualifications, the Tenderer shall provide all the information requested in the forms included in Section IV, Tender Forms.

### A. Evaluation

In addition to the criteria listed in ITT 5, 25, 26 and 28, the following criteria shall apply:

**1. Adequacy of Technical Proposal**, in accordance with ITT 5.1 and 25.2, will be evaluated as follows: **Evaluation of the Tenderer’s Technical Proposal will include an assessment of the Tenderer’s technical capacity to mobilize key equipment and personnel for the contract consistent with its proposal regarding work methods, scheduling, material sourcing in sufficient detail and fully in accordance with the requirements stipulated in Section VIII–Bill of Quantities, Section IX–Specifications & Performance Requirements, and Section X–Drawings.**

**2. Adequacy of Environmental, Social, Health and Safety Plans**, in accordance with ITT 5.1 and 25.2, will be evaluated as follows:

**Evaluation of the Tenderer’s Environmental, Social, Health and Safety Plans will include an assessment of the Tenderer’s experience, awareness, and systems, and demonstration that it possesses a high level of Environmental and Social (“E&S”) management expertise to successfully manage the E&S risks associated with the implementation of the proposed Works in accordance with the requirements of Ghana’s environmental legislation.**

**3. Alternative Proposals**, if permitted, will be evaluated as follows: **[insert methodology here, if Applicable]**

**4. Multiple Lots and Discounts**, if permitted under ITT 21.5 and 28.2(d), will be evaluated as follows:

**Works are grouped in multiple contracts (lots) and, pursuant to Sub Clause 28 of the Instructions to Tenderers, the Employer will evaluate and compare Tenders on the basis of a contract, or a combination of contracts, or as a total of contracts in order to arrive at the least cost combination for the Employer by taking into account discounts offered by Tenderers in case of award of multiple contracts. If a Tenderer submits several successful (lowest evaluated substantially responsive) tenders, the evaluation will also include an assessment of the Tenderer’s capacity to meet the aggregated requirements of all such contract lots, with respect to:**

- **Experience**
- **Financial**
- **Current contract commitments,**
- **Cash flow capacity,**
- **Equipment, and**
- **Key Personnel to be fielded.**



## **B. Qualification**

Note: This STD for Procurement of Minor Works assumes that no Prequalification has taken place before Tender. However, if a Prequalification process is undertaken, then the Qualification Criteria stipulated in this Section III – Evaluation and Qualification Criteria must be updated to ensure that the Tenderers and any Subcontractors shall meet or continue to meet the Criteria used as at the time of Prequalification.

List of tables for Qualification Criteria follows:

<b>B</b>	<b>Qualification (without Prequalification)</b>
B.1	Eligibility
B.2	Historical Contract Non-Performance
B.3	Financial Situation
B.4	Experience
B.5	Personnel
B.6	Equipment

Section III: Evaluation and Qualification Criteria

Sub-Factor	1. Eligibility Criteria				
	Requirement	Tenderer			
		Single Entity	Joint Venture or Association		
			All members combined	Each member	At least one member
<b>1.1 Nationality</b>	Nationality in accordance with ITT 4.2.	Must meet requirement	Existing or intended joint venture must meet requirement	Must meet requirement	N / A
<b>1.2 Conflict of Interest</b>	No conflicts of interests as described in ITT 4.3.	Must meet requirement	Existing or intended joint venture must meet requirement	Must meet requirement	N / A
<b>1.3 Ineligibility</b>	Not having been deemed ineligible based on any of the criteria set forth in ITT 4.	Must meet requirement	Existing or intended joint venture must meet requirement	Must meet requirement	N / A
<b>1.4 Government Owned Entity</b>	Compliance with conditions of ITT 4.4.	Must meet requirement	Must meet requirement	Must meet requirement	N / A

Section III: Evaluation and Qualification Criteria

Sub-Factor	2. Historical Contract Non-Performance				
	Requirement	Tenderer			
		Single Entity	Joint Venture, Consortium or Association		
			All members combined	Each member	At least one member
<b>2.1 History of Non-performing Contracts</b>	Non-performance of a contract did not occur within last ____ ( ) years prior to the deadline for Tender submission, based on all information on fully settled disputes or litigation. A fully settled dispute or litigation is one that has been resolved in accordance with the dispute resolution mechanism under the respective contract, and where all appeal instances available to the Tenderer have been exhausted.	Must meet requirement by itself or as member to past or existing joint venture	N / A	Must meet requirement by itself or as member to past or existing joint venture	N / A
<b>2.2 Failure to Sign a Contract</b>	Failure to sign a contract after submitting a tender security has not occurred in the past ____ ( ) years. Any deviation should be explained in the Contract Non-Performance form.	Must meet requirement	Must meet requirement	Must meet requirement	N / A
<b>2.3 Pending Litigation</b>	All pending litigation shall in total not represent more than ____ percent ( __ %) of the Tenderer's net worth and shall be treated as resolved against the Tenderer.	Must meet requirement by itself or as member to past or existing joint venture	N / A	Must meet requirement by itself or as member to past or existing joint venture	N / A

Section III: Evaluation and Qualification Criteria

	<b>3. Financial Situation</b>				
	<b>Requirement</b>	<b>Single Entity</b>	<b>Tenderer</b>		
			<b>Joint Venture, Consortium or Association</b>		
			<b>All members combined</b>	<b>Each member</b>	<b>At least one member</b>
<b>3.1 Historical Financial Performance</b>	Submission of audited financials or, if not required by the law of the Tenderer’s country, other financial statements acceptable to the Employer, for the last ____ ( ) years to demonstrate the current soundness of the Tenderer’s financial position and its prospective long term profitability.	Must meet requirement	N / A	Must meet requirement	N / A
<b>3.2 Average Annual Construction Turnover</b>	Minimum average annual turnover of _____ [insert <b>amount and currency here</b> ] or equivalent, calculated as total certified payments received for contracts in progress or completed, within last ____ ( ) years.	Must meet requirement	Must meet requirement	Must meet _____ percent ( __ %) of the requirement	Must meet _____ percent ( __ %) of the requirement

Section III: Evaluation and Qualification Criteria

	<b>3. Financial Situation</b>				
	<b>Requirement</b>	<b>Tenderer</b>			
		<b>Single Entity</b>	<b>Joint Venture, Consortium or Association</b>		
			<b>All members combined</b>	<b>Each member</b>	<b>At least one member</b>
<b>3.3 Financial Resources</b>	Tenderer must demonstrate access to, or availability of, financial resources such as liquid assets, unencumbered real assets, lines of credit, and other financial means, other than any contractual advance payments to meet: (i) the following cash-flow requirement: _____ [ <b>insert amount and currency here</b> ] or equivalent. (ii) the overall cash flow requirements for this contract and its current commitments.	Must meet requirement	Must meet requirement	Must meet _____ percent (___ %) of the requirement	Must meet _____ percent (___ %) of the requirement

Section III: Evaluation and Qualification Criteria

Sub-Factor	4. Experience				
	Requirement	Tenderer			
		Single Entity	Joint Venture or Association		
			All members combined	Each member	At least one member
<b>4.1 General Construction Experience</b>	Experience under contracts in role of contractor, subcontractor, or management contractor for at least the last _____ ( ) years prior to Tender submission deadline, and with activity in at least nine (9) months each year.	Must meet requirement	N / A	Must meet _____ percent ( __ % ) of the requirement	Must meet _____ percent ( __ % ) of the requirement
<b>4.2 Similar Construction Experience</b>	Participation as contractor, management contractor, or subcontractor in at least _____ ( ) contracts within the last _____ ( ) years, each with a value of at least _____ ( ) or equivalent, that have been successfully and substantially completed and are similar to proposed Works. This similarity shall be based on the physical size, complexity, methods/technology or other characteristics as described in Section VI - Requirements.	Must meet requirement	Must meet requirements for all characteristics	N / A	Must meet requirement for one characteristic
<b>4.3 Specific Construction Experience in Key Activities</b>	For the above or other contracts executed during the period stipulated in 4.2 above a minimum experience in following key activities:  <b>[insert requirements here]</b>	Must meet requirements	Must meet requirements	N / A	Must meet the requirements:

### Section III: Evaluation and Qualification Criteria

#### 5. Equipment

Tenderers must demonstrate that it will have access to the key Contractor's equipment listed hereafter:

No.	Position	Total Work Experience (years)	Experience in Similar Work (years)

The Tenderer shall provide further details of proposed items of equipment using the relevant Form in Section IV – Tender Forms.

#### 6. Key Personnel

Tenderers must demonstrate that it will have the personnel for the key positions that meet the following requirements:

No.	Equipment Type and Characteristics	Minimum Number Required

The Tenderer shall provide details of the proposed personnel, their biographical data describing their qualifications and experience records in the relevant Forms included in Section IV-Tender Forms.

**Section IV. Tender Forms**



## 1. Contractor’s Tender

[The Tenderer shall fill in and submit this Tender form with the Tender. If the Tenderer objects to the Adjudicator proposed by the Employer in the Tender Documents, it should so state in its Tender, and present an alternative candidate, together with the candidate’s daily fees and biographical data, in accordance with ITT Clause 38.]

[date]

Identification No and Title of Contract: **[insert identification number and title of the Contract]**

To: **[insert name, street address, Room/Floor number, City]**

Having examined the Tender Documents, including addenda **[insert list]**, we offer to execute the **[name and identification number of Contract]** in accordance with the form of Contract accompanying this Tender for the Contract Price of **[insert amount in numbers]**, **[insert amount in words]** **[insert name of currency]**. The total amount of all Taxes and Duties, not included within the above Tender Price, has been assessed to be the sum of *[insert amount in figures and words]* as per the attached Schedule of Tenderer’s Local Tax and Duty Assessment.

The Contract shall be paid in the following currencies:

Currency	Percentage payable in currency	Rate of exchange: one <b>[insert foreign]</b> equals <b>[insert local]</b>	Inputs for which <b>[insert foreign]</b> is required
(a)			
(b)			

Our Tender shall be valid for the period of time in accordance with ITT Sub-Clause 16.1, from the date fixed for Tender submission deadline in accordance with ITT Sub-Clause 19.1, and it shall remain binding upon us and may be accepted at any time before the expiration of that period. We hereby confirm that this Tender complies with the Tender Security as required by the Tender Documents and specified in the TDS.

If our Tender is accepted, we commit to obtain a Performance Security in accordance with GCC Clause 4.4 and as described in ITT Clause 37 for the due performance of the Contract.

We accept the appointment of **[insert name proposed in Tender Data Sheet]** as the Adjudicator.

**[or]**

We do not accept the appointment of **[insert name proposed in Tender Data Sheet]** as the Adjudicator, and propose instead that **[insert name]** be appointed as Adjudicator, whose daily fees and biographical data are attached.

We, including any subcontractors or suppliers for any part of the Contract, have nationalities from eligible countries in accordance with ITT 4.

We have no conflict of interest in accordance with ITT 4.3.

Our firm, its affiliates or subsidiaries—including any subcontractors or suppliers for any part of the Contract—has not been declared ineligible the World Bank, or under the Employer’s country laws or official regulations or as otherwise provided in ITT 4.

We are not a government owned entity/We are a government owned entity but meet the requirements of ITT 4.4.

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Tender, and to Contract execution if we are awarded the Contract, are listed below:

Section IV. Tender Forms

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Name and address of agent	Amount and Currency	Purpose of Commission or gratuity
_____	_____	_____
_____	_____	_____
_____	_____	_____

(if none, state "none")

We understand and agree that this Tender and your written acceptance of it shall constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any Tender you receive.

Authorized Signature:  
.....

Name and Title of Signatory:  
.....

Name of Tenderer:  
.....

Address:  
.....  
.....

Date:  
.....  
.....

## Schedule of Tenderer's Tax and Duty Assessment

In order to facilitate the designation of this project as a 'Tax and Duty Free' contract, the Employer requires that Tenderers provide a genuine estimate of the "Taxes and Duties" which would be payable were this project not exempt. Tenderers are accordingly required to make this assessment on the tables provided below, which forms part of the Letter of Tender.

**Table A. CIF, Import Duties and VAT/NHIL**

Item	Description	Unit	Quantity	Value CIF (Value unit) - A	Import Duty Rate – x%	Total Import Duty (B=x% of A)	Sum of CIF & Import Duty (A+B)	VAT/NHIL Rate – k%	VAT/NHIL – k% of (A+B)
1	<b>Construction Equipment</b>  List all equipment that will be imported into Ghana for the works								
2	<b>Vehicles</b>  List all vehicles that will be imported into Ghana for the works								
3	<b>Office Equipment</b>  List all office equipment that will be imported into Ghana for the works								
4	Construction Materials  - Cement								

Section IV. Tender Forms

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	<ul style="list-style-type: none"><li>- Reinforcement</li><li>- Bitumen</li><li>- Lubricant</li><li>- Explosive</li><li>- Other Materials to be imported (list)</li></ul>								
--	---	--	--	--	--	--	--	--	--

**Table B. Withholding Tax**

Item	Description	Rate	Applicable Value	Total Tax Due
1	Foreign Component			
2	Local Component			

**Table C. Summary**

**TOTAL AMOUNT OF ALL TAXES CARRIED TO LETTER OF TENDER:** *[insert amounts in numbers and in words in currency]*

<b>Import Duties</b>	_____
<b>VAT and NHIL</b>	_____
<b>Withholding Tax</b>	_____
<b>Total</b>	_____

## Form of Tender-Securing Declaration

*[If required, the **Tenderer** shall fill in this form in accordance with the instructions indicated in brackets.]*

Date: *[insert date]*

Name of contract: *[insert name]*

Contract Identification N°: *[insert number]*

Invitation for Tender No.: *[insert number]*

To: \_\_\_\_\_ *[insert complete name of Employer]*

We, the undersigned, declare that:

1. We understand that, according to the conditions set forth in the Tender documents in connection with the Tender identified above, Tenders must be supported by a Tender-Securing Declaration.

2. We accept that we shall be suspended from being eligible for Tendering in any contract with the Borrower for the period of time of *[Employer to inset number of months or years]* starting on *[insert start date]*, if we are in breach of our obligation(s) under the Tender conditions, because we:

- (a) have withdrawn our Tender during the period of Tender validity specified by us in the Tender Submission Sheet; or
- (b) do not accept the correction of errors in our Tender in accordance with the Instructions to Tenderers (hereinafter “the ITT”) of the Tender Documents; or
- (c) having been notified of the acceptance of our Tender by the Employer during the period of Tender validity, (i) fail or refuse to execute the Contract, or (ii) fail or refuse to furnish the Performance Security, in accordance with GCC 4.4.

3. We understand this Tender Securing Declaration shall expire if we are not the successful Tenderer, upon the earlier of (i) our receipt of a copy of your notification to us that we were unsuccessful; or (ii) twenty-eight days after the expiration of our Tender.

4. We understand that if we are a joint venture, the Tender Securing Declaration must be in the name of the joint venture that submits the bid. If the joint venture has not been legally constituted at the time of Tender, the Tender Securing Declaration shall be in the names of all future partners as named in the letter of intent.

Signed *[insert signature(s) of authorized representative]* In the Capacity of *[insert title]*

Name *[insert printed or typed name]*

Duly authorized to sign the bid for and on behalf of *[insert authorizing entity]*

Dated on *[insert day]* day of *[insert month]*, *[insert year]*

***\*Corporate seal where appropriate***

2. Tenderer Qualification Information Forms

[The Tenderer shall provide the information requested in the Tenderer Qualification Information Forms included hereafter in accordance with Section III (Evaluation and Qualification Criteria) to establish Tenderer’s qualifications to perform the contract. Attach additional pages as necessary. Pertinent sections of any attached documents should be translated into English.]

**Form – 1.1**  
**Tenderer Information Sheet**

Each Tenderer must fill in this form.

<b>Tenderer’s legal name</b>	
<b>In case of JV, legal name of each partner</b>	
<b>Tenderer’s country of constitution</b>	
<b>Tenderer’s year of constitution</b>	
<b>Tenderer’s legal address in country of constitution</b>	
<b>Tenderer’s authorized representative</b> (name, address, telephone numbers, fax numbers, e-mail address)	
<p><b>Attached are copies of the following original documents.</b></p> <p><input type="checkbox"/> 1. In case of single entity, articles of incorporation or constitution of the legal entity named above, in accordance with ITT 4.1 and 4.2.</p> <p><input type="checkbox"/> 2. Authorization to represent the firm or JV named in above, in accordance with ITT 17.2.</p> <p><input type="checkbox"/> 3. In case of JV, letter of intent to form JV or JV agreement, in accordance with ITT 4.1.</p> <p><input type="checkbox"/> 4. In case of a government-owned entity, any additional documents not covered under 1 above required to comply with ITT 4.4.</p>	

**The Employer reserves the right to check references.**

**Form - 1.2**  
**JV Information Sheet**

Each member of a JV, consortium or an association must fill in this form.

<b>JV / Specialist Subcontractor Information</b>	
<b>Tenderer's legal name</b>	
<b>JV Partner's or Subcontractor's legal name</b>	
<b>JV Partner's or Subcontractor's country of constitution</b>	
<b>JV Partner's or Subcontractor's year of constitution</b>	
<b>JV Partner's or Subcontractor's legal address in country of constitution</b>	
<b>JV Partner's or Subcontractor's authorized representative information (name, address, telephone numbers, fax numbers, e-mail address)</b>	
<p><b>Attached are copies of the following original documents.</b></p> <p><input type="checkbox"/> 1. Articles of incorporation or constitution of the legal entity named above, in accordance with ITT 4.1 and 4.2.</p> <p><input type="checkbox"/> 2. Authorization to represent the firm named above, in accordance with ITT 17.2.</p> <p><input type="checkbox"/> 3. In the case of a government-owned entity, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITT Sub-Clause 4.4.</p>	

**The Employer reserves the right to check references.**



**Form – 1.3**  
**Subcontractor Information Sheet**

Each Tenderer must complete this form for each specialized Subcontractor mentioned in its subcontracting plan.

<b>Subcontractor’s legal name</b>	
<b>Subcontractor’s country of constitution</b>	
<b>Subcontractor’s year of constitution</b>	
<b>Subcontractor’s legal address in country of constitution</b>	
<b>Subcontractor’s authorized representative</b> (name, address, telephone numbers, fax numbers, e-mail address)	
<p><b>Attached are copies of the following original documents.</b></p> <p><input type="checkbox"/> 1. Articles of incorporation or constitution of the legal entity named above, in accordance with ITT 4.2.</p> <p><input type="checkbox"/> 2. Authorization to represent the entity named above.</p> <p><input type="checkbox"/> 3. In case of a government-owned entity, any additional documents not covered under 1 above required to comply with ITT 4.4.</p>	

**The Employer reserves the right to check references.**

Form – 2

## Historical Contract Non-Performance

Tenderer's Legal Name: \_\_\_\_\_ Date: \_\_\_\_\_

JV/Consortium Member's Legal Name: \_\_\_\_\_ Tender No: \_\_\_\_\_  
 Page \_\_\_\_\_ of \_\_\_\_\_ pages

<b>Non-Performing Contracts</b>			
<input type="checkbox"/> Contract non-performance did not occur during the stipulated period, in accordance with Sub-Factor 2 of B. Qualification of Section III. Evaluation and Qualification Criteria. <input type="checkbox"/> <b>Contract non-performance</b> during the stipulated period, in accordance with Sub-Factor 2 of B. Qualification of Section III. Evaluation and Qualification Criteria.			
Year	Outcome as Percent of Total Assets	Contract Identification	Total Contract Amount (current value, GHS equivalent)
_____	_____	Contract Identification: Name of Employer: Address of Employer: Matter in dispute:	_____
<b>Failure to sign a Contract</b> in accordance with Sub-Factor 2 of B. Qualification of Section III. Evaluation and Qualification Criteria. <p style="text-align: center;"><i>[Explain deviation(s), if any]</i></p>			
<b>Pending Litigation</b>			
<input type="checkbox"/> No pending litigation in accordance with Sub-Factor 2.3 of B. Qualification of Section III. Evaluation and Qualification Criteria. <input type="checkbox"/> <b>Pending litigation</b> in accordance with Sub-Factor 2.3 of B. Qualification of Section III. Evaluation and Qualification Criteria, as indicated below			
Year	Outcome as Percent of Total Assets	Contract Identification	Total Contract Amount (current value)
_____	_____	Contract Identification: Name of Employer: Address of Employer: Matter in dispute:	_____
_____	_____	Contract Identification: Name of Employer: Address of Employer: Matter in dispute:	_____

**Form – 3.1**  
**Financial Situation**

Each Tenderer or member of a JV must fill in this form.

<b>Financial Data for Previous 5 Years [GHS Equivalent]</b>				
<b>Year 1:</b>	<b>Year 2:</b>	<b>Year 3:</b>	<b>Year 4:</b>	<b>Year 5:</b>

**Information from Balance Sheet**

<b>Total Assets</b>					
<b>Total Liabilities</b>					
<b>Net Worth</b>					
<b>Current Assets</b>					
<b>Current Liabilities</b>					

**Information from Income Statement**

<b>Total Revenues</b>					
<b>Profits Before Taxes</b>					
<b>Profits After Taxes</b>					

<input type="checkbox"/>	<p>Attached are copies of financial statements (balance sheets including all related notes, and income statements) for the last 5 years, as indicated above, complying with the following conditions.</p> <ul style="list-style-type: none"> <li>• All such documents reflect the financial situation of the Tenderer or partner to a JV, and not sister or parent companies.</li> <li>• Historic financial statements must be audited by a certified accountant.</li> <li>• Historic financial statements must be complete, including all notes to the financial statements.</li> <li>• Historic financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).</li> </ul>
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**Form – 3.2**

**Average Annual Construction Turnover**

Each Tenderer or member of a JV must fill in this form.

<b>Annual Turnover Data for the Last 5 Years (Construction only)</b>			
<b>Year</b>	<b>Amount Currency</b>	<b>Exchange Rate</b>	<b>GHS Equivalent</b>
<b>Average Annual Construction Turnover</b>			

The information supplied should be the Annual Construction Turnover of the Tenderer or each member of a JV in terms of the amounts billed to clients for each year for work in progress or completed.

**Form - 3.3**

**Financial Resources**

Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total construction cash flow demands of the subject contract or contracts as indicated in Sub-factor 3.3 of B. Qualification of Section III. Evaluation and Qualification Criteria.

<b>Source of financing</b>	<b>Amount (GHS equivalent)</b>
1.	
2.	
3.	
4.	

**Form – 3.4**

**Current Contract Commitments / Works in Progress**

Tenderers and each member of a JV/Consortium should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.

<b>Name of contract</b>	<b>Employer, contact address/tel/fax</b>	<b>Value of outstanding work (current GHS equivalent)</b>	<b>Estimated completion date</b>	<b>Average monthly invoicing over last six months (GHS/month)</b>
1.				
2.				
3.				
4.				
5.				
etc.				

**Form – 4.1**  
**General Construction Experience**

*[The following table shall be filled in for the Applicant and for each partner of a Joint Venture / Consortium.]*

Applicant's/Joint Venture/Consortium Partner's Legal Name: *[insert full name]*

Date: *[insert day, month, year]*

Applicant JV/Consortium Party Legal Name: *[insert full name]*

Page *[insert page number]* of *[insert total number]* pages

*[Identify contracts that demonstrate continuous construction work over the past five years pursuant to Section III, Qualification Criteria and Requirements, Sub-Factor 4.1. List contracts chronologically, according to their commencement (starting) dates.]*

<b>Starting Month / Year</b>	<b>Ending Month / Year</b>	<b>Contract Identification</b>	<b>Role of Applicant</b>
<i>[indicate month/ year]</i>	<i>[indicate month/ year]</i>	Contract name: <i>[insert full name]</i> Brief Description of the Works performed by the Applicant: <i>[describe works performed briefly]</i> Amount of contract: <i>[insert amount in US\$ equivalent]</i> Name of institution: <i>[indicate full name]</i> Address: <i>[indicate street/number/town or city/country]</i> Contact person: <i>[insert tel. &amp; e-mail]</i> <sup>1</sup>	<i>[insert "Contractor" or "Subcontractor" or "Contract Manager"]</i>
		Contract name: <i>[insert full name]</i> Brief Description of the Works performed by the Applicant: <i>[describe works performed briefly]</i> Amount of contract: <i>[insert amount in US\$ equivalent]</i> Name of institution: <i>[indicate full name]</i> Address: <i>[indicate street/number/town or city/country]</i> Contact person: <i>[insert tel. &amp; e-mail]</i>	<i>[insert "Contractor" or "Subcontractor" or "Contract Manager"]</i>
		Contract name: <i>[insert full name]</i> Brief Description of the Works performed by the Applicant: <i>[describe works performed briefly]</i> Amount of contract: <i>[insert amount in US\$ equivalent]</i> Name of institution: <i>[indicate full name]</i> Address: <i>[indicate street/number/town or city/country]</i> Contact person: <i>[insert tel. &amp; e-mail]</i>	<i>[insert "Contractor" or "Subcontractor" or "Contract Manager"]</i>

**Form – 4.2**  
**Similar Construction Experience**

*[The following table shall be filled in for contracts performed by the Applicant, each partner of a Joint Venture/Consortium, and specialist sub-contractors. A copy of the certificate of substantial completion should be attached for each contract in order for such contract to be considered.]*

Applicant's/Joint Venture/Consortium Partner's Legal Name: *[insert full name]*

Date: *[insert day, month, year]*

JV/Consortium Party Name: *[insert full name]*

Page *[insert page number]* of *[insert total number]* pages

<b>Similar Contract No.</b> <i>[insert number] of [insert number of similar contracts required]</i>	<b>Information</b>		
Contract Identification	<i>[insert contract name and number, if applicable]</i>		
Award date	<i>[insert day, month, year, i.e.,.....]</i>		
Start date	<i>[insert day, month, year, i.e.,.....]</i>		
Completion date	<i>[insert day, month, year, i.e., .....]</i>		
Role in Contract <i>[check the appropriate box]</i>	Contractor  <input type="checkbox"/>	Management Contractor  <input type="checkbox"/>	Subcontractor  <input type="checkbox"/>
Total Contract Amount	GHS <i>[insert total contract amount in GHS]</i>		
If partner in a JV/Consortium, or subcontractor, specify participation in total contract amount	<i>[insert a percentage amount]</i>	<i>[insert total contract amount in GHS equivalent]</i>	
Employer's Name <sup>2</sup> :	<i>[insert full name]</i>		
Address:	<i>[indicate street/number/town or city/country]</i>		
Telephone/fax number	<i>[insert telephone/fax numbers, including country and city area codes]</i>		
E-mail:	<i>[insert e-mail address, if available]</i>		
Description of the similarity in accordance with Sub-Factor 4.2 of Section III:			

<sup>2</sup> The Employer reserves the right to contact this person or any other person for reference check.



## Section IV. Tender Forms

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<b>Similar Contract No.</b> <i>[insert number] of [insert number of similar contracts required]</i>	<b>Information</b>
1. Amount	<i>[insert amount in US\$ in words and in Figures]</i>
2. Physical size	<i>[Insert physical size of activities.]</i>
3. Complexity	<i>[insert description of complexity for example, indicate if works included rehabilitation, construction, or both, type of terrain, cuts on high roadside steep slopes, slope stabilization works, local conditions (if conducted in tropical areas, in developing countries), number of simultaneous work fronts, etc.]</i>
4. Methods/Technology	<i>[insert specific aspects of the methods/technology involved in the contract]</i>
5. Other Characteristics	<i>[insert other characteristics as described in Section V, Scope of Works]</i>

\*The qualifying information declared above must be that, which is exclusively in the name of legal entity of the Tenderer alone and should not include any information of the group, parent or sister companies and that must be fully substantiated by attaching ‘Certificates of Completion / Substantial Completion’.

Form EXP – 4.3

## Specific Construction Experience in Key Activities

Tenderer's Legal Name: \_\_\_\_\_  
 JV/Consortium Member's Legal Name: \_\_\_\_\_  
 Subcontractor's Legal Name: \_\_\_\_\_

Date: \_\_\_\_\_  
 Tendering No.: \_\_\_\_\_  
 Page \_\_\_\_\_ of \_\_\_\_\_ pages

	Information		
Contract Identification	_____		
Award date	_____		
Completion date	_____		
<b>Role in Contract</b>	<input type="checkbox"/> Contractor	<input type="checkbox"/> Management Contractor	<input type="checkbox"/> Subcontractor
Total contract amount	GHS _____		
If partner in a JV or subcontractor, specify participation of total contract amount	_____ %	GHS _____	
Employer's Name <sup>4</sup> :			
Address:	_____		
	_____		
	_____		
Telephone/fax number:	_____		
E-mail:			

<sup>4</sup>The Employer reserves the right to check references.

**Form EXP- 4.3**

**Specific Construction Experience in Key Activities (Cont.)**

Tenderer's Legal Name: \_\_\_\_\_

Page \_\_\_\_\_ of \_\_\_\_\_ pages

JV/Consortium Member's Legal Name: \_\_\_\_\_

Subcontractor's Legal Name: \_\_\_\_\_

Description of the key activities in accordance with Sub-Factor 4.3 of B. Qualification of Section III. Evaluation and Qualification Criteria:	Information

\* The qualifying information declared above must be that, which is exclusively in the name of legal entity of the Tenderer alone and should not include any information of the group, parent or sister companies and that must be fully substantiated by attaching necessary supporting documentation.

## Form - 5 Key Equipment

The Tenderer shall provide adequate information to demonstrate clearly that it has the capability to meet the requirements for the key equipment listed in Section III, Evaluation and Qualification Criteria. A separate Form shall be prepared for each item of equipment listed, or for alternative equipment proposed by the Tenderer.

Item of equipment		
Equipment information	Name of manufacturer	Model and power rating
	Capacity	Year of manufacture
Current status	Current location	
	Details of current commitments	
Source	Indicate source of the equipment <input type="checkbox"/> Owned <input type="checkbox"/> Rented <input type="checkbox"/> Leased <input type="checkbox"/> Specially manufactured	

Omit the following information for equipment owned by the Tenderer.

Owner	Name of owner	
	Address of owner	
	Telephone	Contact name and title
	Fax	Telex
Agreements	Details of rental / lease / manufacture agreements specific to the project	

**The Employer reserves the right to verify the information provided on equipment.**

**Form – 6.1**  
**Tenderer’s Proposed Key Personnel**

[The Tenderer shall provide adequate information to demonstrate clearly that it has the capability to provide the required key personnel listed in Sub-Factor 6 of B. Qualification of Section III - Evaluation and Qualification Criteria by providing the information as per Form – 6.1 and providing the biographical data describing the qualifications and experience of each proposed key personnel in the following Form – 6.2.]

<b>No.</b>	<b>Position</b>	<b>Name</b>	<b>Years of Experience (general)</b>	<b>Years of experience in proposed position</b>
1				
2				
3				
4				
5				
6				

**Form – 6.2**

**Qualification and Experience of Key Personnel**

Name of Tenderer:
-------------------

Position:		
Personnel information	Name	Date of birth
	Professional qualifications	
Present employment	Name of employer	
	Address of employer	
	Telephone	Contact (manager / personnel officer)
	Fax	E-mail
	Job title	Years with present employer

Summarize professional experience over the last 20 years, in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

From	To	Company / Project / Position / Relevant technical and management experience

**The Employer reserves the right to check references.**

*[All CVs of Key Personnel must be signed and dated by them during the Tender preparation period.]*

### **3. Technical Offer/Method Statement**

### **3. Technical Offer/Method Statement**

**[The information to be filled in by Tenderers in the following pages shall be used for purposes of establishing responsiveness in accordance with ITT Clause 25. This information [insert “shall be” or “shall not be”] incorporated in the Contract. Attach additional pages as necessary. Pertinent sections of attached documents should be translated into English.]**

#### **Technical Offer Forms**

- Site Organization
- Method Statement
- Mobilization & Construction Schedule
- Cash Flow Projections
- Construction Equipment
- Project Management Organization
- Personnel
- Environmental and Social Issues
- Health and Safety Issues
- Others



**Site Organization**

*[Insert specific requirements here]*

## **Method Statement**

*The 'Adequacy of the Technical Proposal with the Works Requirements and Time for Completion' is one of the evaluation criteria listed at Section III - Evaluation and Qualification Criteria of which this Method Statement forms part.*

*The Technical Proposal shall, therefore, include a Method Statement for execution of the Works. It shall demonstrate the adequacy of the Tender to meet the Works Requirements and for achieving the Employer's objective with regards to performance under the Technical Specifications and to complete the whole of the Works in accordance with the stated requirements in the Conditions of Contract.*

***[Insert specific requirements here]***

## **Mobilization & Construction Schedule**

*The 'Adequacy of the Technical Offer with the Works Requirements and Time for Completion' is one of the evaluation criteria listed at Section III, Evaluation and Qualification Criteria, of which this Program forms a part and which shall form the basis of the Contractor's detailed time program to be submitted under Sub-Clause 8.3 [Programme] of the Conditions of Contract.*

*The Tenderers shall, therefore, include as part of the Technical Offer a detailed time program with schedule of key activities for execution of the Works, including estimated start and finish dates for individual activities identifying those activities for which timing may be critical within the Time for Completion. The Tenderers shall also provide, in case of the critical and other main activities, calculations of required outputs and anticipated levels of resources in terms of equipment and material production necessary to complete within the Time for Completion.*

***[Insert specific requirements here]***

### **Cash Flow Projection**

*Each Tenderer shall set out details of the Cash Flow Projection indicating quarterly projected expenditure throughout the duration of the Contract, both the percent of the Accepted Contract Amount and the cumulative percentage of the Accepted Contract Amount by quarter. The Cash Flow Projection shall address the following, taking into consideration payment of the Advance Payment, amortization of the Advance Payment, minimum payments and the Retention:*

- (a) The periodic payments by milestones for the completion of the mobilization.*
- (b) The periodic payments based on measurement for the construction of the Works.*

***[Insert specific requirements here]***

### Construction Equipment

The Tenderer shall provide adequate information to demonstrate clearly that it has the capability to meet the requirements for the key equipment listed in Section III - Evaluation and Qualification Criteria.

A separate Form shall be prepared for each item of equipment listed, or for alternative equipment proposed by the Tenderer.

Item of equipment		
Equipment information	Name of manufacturer	Model and power rating
	Capacity	Year of manufacture
Current status	Current location	
	Details of current commitments	
Source	Indicate source of the equipment <input type="checkbox"/> Owned <input type="checkbox"/> Rented <input type="checkbox"/> Leased <input type="checkbox"/> Specially manufactured	

Omit the following information for equipment owned by the Tenderer.

Owner	Name of owner	
	Address of owner	
	Telephone	Contact name and title
	Fax	Telex
Agreements	Details of rental / lease / manufacture agreements specific to the project	

**The Employer reserves the right to verify the information provided on equipment.**

## **Project Management Organization**

The Tenderer shall provide adequate information to demonstrate clearly that it has the capability to meet the requirements for the key personnel listed in Section III - Evaluation and Qualification Criteria.

*[Insert specific requirements here]*

### CVs of Key Personnel

Name of Tenderer
------------------

Position		
Personnel information	Name	Date of birth
	Professional qualifications	
Present employment	Name of employer	
	Address of employer	
	Telephone	Contact (manager / personnel officer)
	Fax	E-mail
	Job title	Years with present employer

Summarize professional experience over the last 20 years, in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

From	To	Company / Project / Position / Relevant technical and management experience

*[All CVs of Key Personnel must be signed and dated by them during the Tender preparation period.]*

## **Environmental & Social Impact Documents**

*Tenderers shall provide documents to show they have in place sufficient environmental and social documents and awareness to be able to perform their responsibilities under the Contract and Works Requirements in accordance with acceptable Environmental Guidelines and the Employer's country's environmental legislation.*

*The successful Tenderer will be required to carry out the Works in accordance with the site-specific Environmental Management Plan ("EMP"), to be prepared by it following Contract award, and approved by the Engineer, on the basis of the Employer's EMP provided in Section VIII, Specifications. The Tenderer shall demonstrate in a narrative section of their Technical Proposal that it possesses a high level of Environmental and Social ("E&S") management expertise and can successfully manage the E&S risks associated with the implementation of the proposed Works, as follows*

***[Insert specific requirements here]***



## **Health & Safety Documents**

*Tenderers shall provide documents to show that they have in place sufficient safety policy documents and safety awareness to be able to perform their responsibilities under the Contract and Works Requirements in a safe and workmanlike manner.*

*The successful Tenderer will be required to carry out the Works in accordance with the site-specific Health and Safety Plan to be developed by it following Contract award, and approved by the Engineer, on the basis of requirements provided in Section VIII, Specifications. The Tenderer shall demonstrate in a narrative section of their Technical Offer that they possess a high level of Health and Safety (“H&S”) management expertise and can successfully manage the H&S risks related to the implementation of the Works.*

***[Insert specific requirements here]***

**PART II**  
**Conditions of Contract and Contract Forms**

## **Section V. General Conditions of Contract**

Section V. Agreement and General Conditions of Contract

---

**Agreement**

The Employer is \_\_\_\_\_ of

The Contractor is \_\_\_\_\_ of

The Employer desires the execution of certain Works known as \_\_\_\_\_

**OFFER**

The Contractor has examined the documents listed in the Appendix which forms part of this Agreement and offers to execute the Works in conformity with the Contract for the sum of \_\_\_\_\_ (in words)

\_\_\_\_\_ (in figures) (\_\_\_\_\_)

or such other sum as may be ascertained under the Contract.

This offer, of which the Contractor has submitted two signed originals, may be accepted by the Employer by signing and returning one original of this document to the Contractor before \_\_\_\_\_ (date)

The Contractor understands that the Employer is not bound to accept the lowest or any offer received for the Works.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ Authorized to sign on behalf of (*organization name*): \_\_\_\_\_

Capacity: \_\_\_\_\_

**ACCEPTANCE**

The Employer has by signing below, accepted the Contractor's offer and agrees that in consideration for the execution of the Works by the Contractor, the Employer shall pay the Contractor in accordance with the Contract. This Agreement comes into effect on the date when the Contractor receives one original of this document signed by the Employer.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ Authorized to sign on behalf of (*organization name*): \_\_\_\_\_

Capacity: \_\_\_\_\_

**Conditions of Contract**

For CONSTRUCTION

FOR BUILDING AND ENGINEERING WORKS  
DESIGNED BY THE EMPLOYER

**General Conditions**

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**General Conditions**

**1. General Provisions**

**1.1 Definitions** In the Contract defined below, the words and expressions defined shall have the following meanings assigned to them, except where the context requires otherwise:

**The Contract** 1.1.1 **“Contract”** means the Agreement and other documents listed in the Appendix.

1.1.2 **“Specification”** means the document as included in the Appendix, including Employer’s Requirements in respect of design to be carried out by the Contractor, if any, and Variation to such document.

1.1.3 **“Drawings”** means the Employer’s drawings of the Works as listed in the Appendix, and any Variation to such drawings.

**Persons** 1.1.4 **“Employer”** means the person named in the Agreement and the legal successors in title to this person, but not (except with the consent of the Contractor) any assignee.

1.1.5 **“Contractor”** means the persons named in the agreement and the legal successors in title to this person, but not (except with the consent of the Employer) any assignee.

**Dates, Times  
and Periods**

1.1.6 **“Party”** means either the Employer or the Contractor, as the context requires.

1.1.7 **“Commencement Date”** means the date 14 days after the date the Agreement comes into effect or any other agreed between the parties.

1.1.8 **“day”** means a calendar day.

1.1.9 **“Time for Completion”** means the time for completing the Works as stated in the Appendix (or as extended under Sub-Clause 7.3), calculated from the Commencement Date.

**Money and  
Payments**

1.1.10 **“Cost”** means all expenditure properly incurred (or to be incurred) by the Contractor, whether on or off the Site, including overheads and similar charges, but does not include profit.

**Other  
Definitions**

1.1.11 **“Contractor’s Equipment”** means all apparatus, machinery, vehicles, facilities and other things required for the execution of the Works but does not include Materials or Plant.

1.1.12 **“Country”** means the country in which the Site is located.

1.1.13 **“Employer’s Liabilities”** means those matters listed in Sub-Clause 6.1.

1.1.14 **“Force Majeure”** means the an exceptional event or circumstance: which is beyond a Party’s control; which such Party could not reasonably have provided against before entering into Contract; which, having arisen, such Party could not reasonably have avoided or overcome; and, which is not substantially attributable to the other Party.

1.1.15 **“Materials”** means things of all kinds (other than Plant) intended to form or forming part of the permanent work.

1.1.16 **“Plant”** means the machinery and apparatus intended to form or forming part of the permanent work.

1.1.17 **“Site”** means the places provided by the Employer where the Works are to be executed, and any other places specified in the Contract as forming part of the Site.

1.1.18 **“Variation”** means a change to the Specification and/or Drawing



1.1.19 “**Works**” means all the work and design (if any) to be performed by the Contractor including temporary work and any Variation.

---

1.2

**Interpretation**

Words importing persons or parties shall include firms and organisations. Words importing singular or one gender shall include plural or other gender where the context requires.

---

1.3

**Priority of Documents**

The documents forming the Contract are to be taken as mutually explanatory of one another. If an ambiguity or discrepancy is found in the documents, the Employer shall issue any necessary instructions to the Contractor, and the priority of the documents shall be in accordance with the order as listed in the Appendix.

---

1.4

**Law**

The law of the Contract is stated in the Appendix.

---

1.5

**Communications**

wherever provision is made for the giving or issue of any notice, instruction, or other communication by any person, unless otherwise specified such communication shall be written in the language stated in the Appendix and shall not be unreasonably withheld or delayed.

---

1.6

**Statutory Obligation**

The Contractor shall comply with the laws of the countries where activities are performed. The Contractor shall give all notices and pay all fees and other charges in respect of the Works.

---

**2. The Employer**

**2.1 Provision of Site**

The Employer shall provide the Site and right of access thereto at times stated in the Appendix.

---

2.2

**Permits and Licenses**

The Employer shall, if requested by the Contractor, assist him in applying for permits, licenses or approvals which are required for the Works.

---

2.3

**Employer's Instructions** The Contractor shall comply with all instructions given by the Employer in respect of the Works including the suspension of all or part of the Works.

---

2.4

**Approvals** No approval or consent or absence of comment by the Employer or the Employer's representative shall affect the Contractor's obligations.

---

**3. The Employer's Representatives**

**3.1 Authorised Person**

One of the Employer's personnel shall have authority to act for him. This authorized shall be as stated in the Appendix, or as otherwise notified by the Employer to the Contractor.

---

3.2

**Employer's Representative** The Employer may also appoint a firm or individual to carry out certain duties. The appointee may be named in the Appendix, or notified by the Employer to the Contractor from time to time. The Employer shall notify the Contractor of the delegated duties and authority of this Employer's representative.

---

**4. The Contractor**

4.1

**General Obligations**

The Contractors shall carry out the Works properly and in accordance with the Contract. The Contractor shall provide all supervision, labour, Materials, Plant and Contractor's Equipment which may be required. All materials and Plant on Site shall be deemed to be the property of the Employer.

---

4.2

**Contractor's Representative**

The Contractor shall submit to the Employer for consent the name and particulars of the person authorized to receive instructions on behalf of the Contractor.

---

4.3

**Subcontracting**

The Contractor shall not subcontract the whole of the Works. The

Contractor shall not subcontract any part of the Works without the consent of the Employer.

#### 4.4

---

##### **Performance Security**

If stated in the Appendix, the Contractor shall deliver to the Employer within 14 days of the commencement Date a performance security in a form from a third party approved by the Employer.

---

### 5. Design by Contractor

#### 5.1

##### **Contractor's Design**

The Contractor shall carry out design to the extent specified, as referred to in the Appendix. The Contractor shall promptly submit to the Employer all designs prepared by him. Within 14 days of receipt the Employer shall notify any comments or, if the designs submitted is not in accordance with the Contract, shall reject it stating the reasons. The Contractor shall not construct any element of the permanent work designed by him within 14 days after the design has been submitted to the Employer or where the design for that element has been rejected. Design that has been rejected shall be promptly amended and resubmitted. The Contractor shall resubmit all designs commented on taking these comments into account as necessary.

#### 5.2

---

##### **Responsibility for Design**

The Contractor shall remain responsible for his tendered design and the design under this Clause, both of which shall be fit for the intended purposes defined in the Contract and shall also remain responsible for any infringement of any patent or copyright in respect of the same. The Employer shall be responsible for the Specification and Drawings.

---

### 6. Employer's Liabilities

#### 6.1

##### **Employer's Liabilities**

In this Contract, Employer's Liabilities mean:

- a) War, hostilities (whether war be declared or not), invasion, act of foreign enemies, within the Country,
- b) Rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war, within the Country,

- c) Riot, commotion or disorder by persons other than the Contractor's personnel and other employees, affecting the Site and/or the Works,
  - d) Ionizing radiations, or contamination by radio-activity from any nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such an assembly, except to the extent to which the Contractor may be responsible for the use of any radio-active material,
  - e) Pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds,
  - f) Use or occupation by the Employer of any part of the Works, except as may be specified in the Contract,
  - g) Design of any part of the Works by the Employer's personnel or by others for whom the Employer is responsible, and
  - h) Any operation of the forces of nature affecting the Site and/or the Works, which was unforeseeable or against which an experienced Contractor could not reasonably have been expected to take precautions,
  - i) Force Majeure,
  - j) A suspension under Sub-Clause 2.3 unless it is attributable to the Contractor's failure,
  - k) Any failure of the Employer,
  - l) Physical obstructions or physical conditions other than climatic conditions, encountered on the Site during the performance of the Works, which obstructions or conditions were not reasonably foreseeable by an experienced Contractor and which the Contractor immediately notified to the Employer,
  - m) Any delay or disruption caused by any Variation,
  - n) Any change to the law of the Contract after the date of the Contractor's offer as stated in the Agreement,
  - o) Losses arising out of the Employer's right to have the permanent work executed on, over, under, in, or through any land, and to occupy this land for the permanent work, and
  - p) Damage which is an unavoidable result of the Contractor's obligations to execute the Works and to remedy any defects.
-

## **7. Time for Completion**

### **7.1**

**Execution of the Works** The Contractor shall commence the Works on the Commencement Date and shall proceed expeditiously and without delay and shall complete the Works within the Time for Completion.

---

### **7.2**

**Programme** Within the times stated in the Appendix, the Contractor shall submit to the Employer a programme for the Works in the form stated in the Appendix.

---

### **7.3**

**Extension of Time** Subject to Sub-Clause 10.3, the Contractor shall be entitled to an extension to the Time of Completion if he is or will be delayed by any of the Employer's Liabilities.

On receipt of an application from the Contractor, the Employer shall consider all supporting details provided by the Contractor and shall extend the Time for Completion as appropriate.

---

### **7.4**

**Late Completion** If the Contractor fails to complete the Works within the Time for Completion, the Contractor's only liability to the Employer for such failure shall be to pay the amount stated in the Appendix for each day for which he fails to complete the Works.

---

## **8. Taking-Over**

### **8.1**

**Completion** The Contractor may notify the Employer when he considers that the Works are complete.

---

### **8.2**

**Taking-Over Notice** The Employer shall notify the Contractor when he Considers that the Contractor has completed the Works stating the date accordingly. Alternatively, the Employer may notify the Contractor that the Works, although not fully complete, are ready for taking over, stating the date accordingly.

The Employer shall take over the Works upon the issue of notice. The Contractor shall promptly complete any outstanding work and, subject to Clause 9, clear the Site.

---

## **9. Remedying Defects**

### **9.1**

#### **Remedying Defects**

The Employer may at any time prior to the expiry of the period stated in the Appendix, notify the Contractor of any defects or outstanding work. The Contractor shall remedy at no cost to the Employer any defects due to the Contractor's design, Materials, Plant or workmanship not being in accordance with the Contract.

The cost of remedying defects attributable to any other cause shall be valued as a Variation. Failure to remedy any defects or complete outstanding work within a reasonable time of the Employer's notice shall entitle the Employer to carry out all necessary work at the Contractor's cost.

---

### **9.2**

#### **Uncovering and Testing**

The Employer may give instruction as to the uncovering and/or testing of any work. Unless as a result of any uncovering and/or testing it is established that the Contractor's design, Materials, Plant or workmanship are not in accordance with the Contract, the Contractor shall be paid for such uncovering and/or testing as a Variation in accordance with Sub-Clause 10.2.

---

## **10. Variations and Claims**

### **10.1**

#### **Right to Vary**

The Employer may instruct Variations.

---

### **10.2**

#### **Valuation of Variations**

Variations shall be valued as follows:

- a) at a lump sum price agreed between the Parties, or
- b) where appropriate, at rates in the Contract, or
- c) in the absence of appropriate rates, the rates in the Contract

shall be used as the basis for valuation, or falling which

- d) at appropriate new rates, as may be agreed or which the Employer considers appropriate, or
- e) if the Employer so instructs, at daywork rates set out in the Appendix for which the Contractor shall keep records of hours of labour and Contractor Equipment, and of Materials used.

---

### 10.3

#### **Early warning**

A Party shall notify the other as soon as he is aware of any circumstances which may delay or disrupt the Works, or which may give rise to a claim for additional payment. The Contractor shall take all reasonable steps to minimize these effects.

The Contractor's entitlement to extension to the Time of Completion or additional payment shall be limited to the time and payment which would have been due if he had given prompt notice and had taken all reasonable steps.

---

### 10.4

#### **Right to Claim**

If the Contractor incurs Cost as a result of any of the Employer's Liabilities, the Contractor shall be entitled to the amount of such Cost. If as a result of any of the Employer's Liabilities, it is necessary to change the Works, this shall be dealt with as a Variation.

---

### 10.5

#### **Variation and Claim Procedure**

The Contractor shall submit to the Employer an itemized make-up of the value of Variations and claims within 28 days of the instruction or of the event giving rise to the claim. The Employer shall check and if possible agree the value. In the absence of agreement, the Employer shall determine the value.

---

## **11. Contracts Price and Payment**

### **11.1**

#### **Valuation of the Works**

The Works shall be valued as provided for in the Appendix, subject to Clause 10.

**11.2**

---

**Monthly Statements**

The Contractor shall be entitled to be paid at monthly intervals:

- a) the value of the Works executed,
- b) the percentage stated in the Appendix of the Value of Materials and Plant delivered to the Site at a reasonable time, or

subject to any additions or deductions which may be due.

The Contractor shall submit each month to the Employer a statement showing the amounts to which he considers himself entitled.

**11.3**

---

**Interim Payments**

Within 28 days of delivery of each statement, the Employer shall pay to the Contractor the amount shown in the contractor's statement less retention at the rate stated in the Appendix, and less any amount for which the Employer has specified his reasons for disagreement. The Employer shall not be bound by any sum previously considered by him to be due to the Contractor.

The Employer may withhold interim payments until he receives the performance security under Sub-Clause 4.4 (if any).

**11.4**

---

**Payment of First Half of Retention**

One half of the retention shall be paid by the Employer to the Contractor within 14 days after issuing the notice under Sub-Clause 8.2.

**11.5**

---

**Payment of Second Half of Retention**

The remainder of the retention shall be paid by the Employer to the Contractor within 14 days after either the expiry of the period stated in the Appendix, or the remedying of notified defects or the completion of outstanding work, all as referred to in Sub-Clause 9.1, whichever is the later.

**11.6**

---

**Final Payment**

Within 42 days of the latest of the events listed in Sub-Clause 11.5 above, the Contractor shall submit a final account to the Employer together with any documentation reasonably required to enable the Employer to ascertain the final contract value.



Within 28 days after the submission of this final account, the Employer shall pay to the Contractor any amount due. If the Employer disagrees with any part of the Contractor's final account, he shall specify his reasons for disagreement when making payment.

---

**11.7**

**Currency**

Payment shall be in the currency stated in the Appendix.

---

**11.8**

**Delayed Payment**

The Contractor shall be entitled to interest at the rate stated in the Appendix for each day the Employer fails to pay beyond the prescribed payment period.

---

**12. Default**

**12.1**

**Default by Contractor**

If the Contractor abandons the Works, refuses or fails to comply with a valid instruction of the Employer or fails to proceed expeditiously and without delay, or is, despite a written complaint, in breach of the Contract, Employer may give notice referring to this Sub-Clause and setting the default.

If the Contractor has not taken all practicable steps to remedy the default within 14 days after the Contractor's receipt of the Employer's notice, the Employer may by a second notice given within a further 21 days, terminate the Contract. The Contractor shall then demobilize from the Site leaving behind Materials and Plant and any Contractor's Equipment which the Employer instructs in the second notice is to be used until the completion of the Works.

---

**12.2**

**Default by Employer**

If the Employer fails to pay in accordance with the Contract, or is, despite a written complaint, in breach of the Contract, the Contractor may give notice referring to this Sub-Clause and stating the default. If the default is not remedied within 7 days after the Employer's receipt of this notice, the Contractor may suspend the execution of all or parts of the Works.

If the default is not remedied within 28 days after the Employer's receipt of the Contractor's notice, the Contractor may by a second notice given within a further 21 days, terminate the Contract. The Contractor shall then demobilize from the Site.

**12.3**

**Insolvency**

If a Party is declared insolvent under any applicable law, the other Party may by notice terminate the Contract immediately. The Contractor shall then demobilize from the Site leaving behind, in the case of the Contractor's insolvency, any Contractor's Equipment which the Employer instructs in the notice is to be used until the completion of the Works.

**12.4**

**Payment upon Termination**

After termination, the Contractor shall be entitled to payment of the unpaid balance of the value of the Works executed and of the Materials and Plants reasonably delivered to the Site, adjusted by the following:

- a) any sums to which the Contractor is entitled under Sub-Clause 10.4,
- b) any sums to which the Employer is entitled,
- c) if the Employer has terminated under Sub-Clause 12.1 or 12.3, the Employer shall be entitled to a sum equivalent to 20% of the value of those parts of the Works not executed at the date of the termination,
- d) if the Contractor has terminated under Sub-Clause 12.2 or 12.3, the Contractor shall be entitled to the Cost of his suspension and demobilization together with a sum equivalent to 10% of the value of those parts of the Works not executed at the date of termination.

The net balance due shall be paid or repaid within 28 days of the notice of termination.

---

**13. Risk and Responsibility**

**13.1**

**Contractor's Care of the Works**

The Contractor shall take full responsibility for the care of the Works from the Commencement Date until the date of the Employer's notice under Sub-Clause 8.2. responsibility shall then pass to the Employer. If any loss or damage happens to the Works during the above period, the Contractor shall rectify such loss or damage so that the Works conform with the Contract.

Unless the loss or damage happens as a result of an Employer's Liability, the Contractor shall indemnify the Employer, the Employer's contractors, agents and employees against all loss or damage happening to the Works and against all claims or expense arising out of the caused by a breach of the Contract, by negligence or by other default of the Contractor, his agents or employees.

---

## 13.2

### **Force Majeure**

If a Party is or will be prevented from performing any of its obligations by Force Majeure, the Party affected shall notify the other Party immediately. If necessary, the Contractor shall suspend the execution of the Works and, to the extent agreed with the Employer, demobilize the Contractor's Equipment.

If the event continues for a period of 84 days, either Party may then give notice of termination which shall take effect 28 days after the giving of the notice.

After termination, the Contractor shall be entitled payment of the unpaid balance of the value of the Works executed and of the Materials and Plant reasonably delivered to the Site, adjusted as follows:

- a) any sums to which the Contractor is entitled under Sub-Clause 10.4,
- b) the Cost of his suspension and demobilisation,
- c) any sums to which the Employer is entitled.

The net balance due shall be paid or repaid within 28 days of the notice of termination.

---

## **14. Insurance**

### **14.1**

#### **Extent of Cover**

The Contractor shall, prior to commencing the Works, effect and thereafter maintain insurances in the joint names of the Parties:

- a) for loss and damage to the Works, Materials, Plant and the Contractor's Equipment,
- b) for liability of both Parties for loss, damage, death or injury to third parties or their property arising out of the Contractor's performance of the Contract, including the Contractor's

liability for damage to the Employer's property other than the Works, and

- c) for liability of both Parties and of any Employer's representative for death or injury to the Contractor's personnel except to the extent that liability arises from the negligence of the Employer, any Employer's representative or their employees.

---

## 14.2

### **Arrangements**

All insurances shall conform with any requirements detailed in the Appendix. The policies shall be issued by insurers and in terms approved by the Employer. The Contractor shall provide the Employer with evidence that any required policy is in force and that the premiums have been paid.

All payments received from insurers relating to loss or damage to the Works shall be held jointly by the Parties and used for the repair of the loss or damage or as compensation for loss or damage.

---

## 14.3

### **Failure to Insure**

If the Contractor fails to effect or keep in force any of the insurances referred to in the previous Sub-Clauses, or fails to provide satisfactory evidence, policies or receipts, the Employer may, without prejudice to any other right or remedy, effect insurance for the cover relevant to such default and pay the premiums due and recover the same as a deduction from any other monies due to the Contractor.

---

## 15. Resolution of Disputes

### 15.1

#### **Adjudication**

Unless settled amicably, any dispute or difference which arises between the Contractor and the Employer out of or in accordance with the Contract, including any valuation or other decision of the Employer, shall be referred by either Party to adjudication in accordance with the attached Rules for Adjudication ("the Rules"). The adjudicator shall be appointed in accordance with the Rules.

---

### 15.2

#### **Notice of Dissatisfaction**

If a Party is dissatisfied with the decision of the adjudicator or if no decision is given within the time set out in the Rules, the Party may give notice of dissatisfaction referring to this Sub-Clause within 28

days of receipt of the decision or the expiry of the time for the decision. If no notice of dissatisfaction is given within the specified time, the decision shall be final and binding on the Parties. If notice of dissatisfaction is given within the specified time, the decision shall be binding on the Parties who shall give effect to it without delay unless and until the decision of the adjudicator is revised by an arbitrator.

---

**15.3**

**Arbitration**

A dispute which has been the subject of a notice of dissatisfaction shall be finally settled by a single arbitrator under the rules specified in the Appendix. In the absence of agreement, the arbitrator shall be designated by the appointing authority specified in the Appendix. Any hearing shall be held at the place specified in the Appendix and in the language referred to in Sub-Clause 1.5.

**Section VI. Special Conditions of Contract**

## Section VI. Special Conditions of Contract

### Special Conditions of Contract

The following Special Conditions of Contract (SCC) shall supplement and / or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

<b>A. General</b>	
<b>GCC 1.1.4</b>	The Employer is: <b>[Insert complete name]</b>
<b>GCC 1.1.7</b>	The Commencement Date shall be: <b>[insert date]</b>
<b>GCC 1.1.9</b>	The Intended Completion Date for the whole of the Works shall be <b>[Insert number of days deemed appropriate here]</b>
<b>GCC 1.1.17</b>	The Site is located at <b>[Insert address of Site]</b> and is defined in drawings No. <b>[Insert numbers]</b>
<b>GCC 1.1.19</b>	The Works consist of: <b>[insert brief summary, including relationship to other contracts under the Project]</b>
<b>GCC 1.3</b>	The following documents constitute the Contract: <b>[Insert detailed list documents forming the Contract]</b>
<b>GCC 1.4</b>	The governing law is that of: <b>The Republic of Ghana</b>
<b>GCC 1.5</b>	This Contract shall be executed in the <b>ENGLISH</b> language.
<b>GCC 2.1</b>	The Site Possession Date(s) shall be: <b>[insert location(s) and date(s), as relevant and applicable]</b>
<b>GCC 3.1</b>	The Employer's authorized person for the purpose of communications shall be: <b>[state full name, address, telephone, fax and e-mail]</b>
<b>GCC 3.2</b>	The Employer's Representative shall be: <b>[state full name, address, telephone, fax and e-mail]</b>
<b>GCC 4.2</b>	The Contractor's authorized person for the purpose of communications shall be: <b>[state full name, address, telephone, fax and e-mail]</b>
<b>GCC 4.4</b>	The Performance Security shall be: <b>[insert amount(s) denominated in the types and proportions of the currencies in which the Contract Price is payable, or in a freely convertible currency acceptable to the Employer]</b> in the form of: (a) Bank Guarantee: <b>[insert percentage and amount(s)]</b> ; or (b) Performance Bond: <b>[insert percentage and amount(s)]</b> .

Section VI. Special Conditions of Contract and Additional Provisions of Contract

	<p>[A <b>Bank Guarantee</b> shall be unconditional (on demand) (See Section VII–Forms of Agreement and Security). An amount of 5 to 10 percent of the Contract Price is commonly specified for Performance Bank Guarantees.</p> <p>A <b>Performance Bond</b> is an undertaking by a bonding or insurance company (surety) to complete the construction in the event of default by the Contractor, or to pay the amount of the Bond to the Employer. An amount of 30 percent of the Contract Price is commonly used internationally for this type of security (See Section VII–Forms of Agreement and Security)]</p>
<b>GCC 5.1</b>	The Contractor shall carry out designs for <b>[insert part of works to be carried out by Contractor]</b>
<b>GCC 2.1</b>	The Site Possession Date(s) shall be: <b>[insert location(s) and date(s), as relevant and applicable]</b>
<b>GCC 2.2</b>	Permits, approvals and / or licenses, or public service undertakings to be acquired by the Contractor: <b>[Insert full details]</b>
<b>GCC 3.1</b>	The authorized person to act on behalf of the Employer shall be: <i>[insert Full name and address].</i>
<b>GCC 3.2</b>	The Employer appoints <i>[insert name and address of firm or individual]</i>
<b>GCC 15.3</b>	The institution whose arbitration procedures shall be used is: <b>[Stipulate institution whose Rules of Arbitration shall apply]</b>
<b>B. Time Control</b>	
<b>GCC 7.3</b>	The Contractor shall submit for approval a Programme for the Works within <b>[Insert number]</b> days from the date of the Letter of Acceptance.
<b>GCC 7.4</b>	The Contractor shall pay <b>[insert amount]</b> to the Employer upon failure to complete the Works within the Time for Completion.
<b>C. Quality Control</b>	
<b>GCC 9.1</b>	<p>The Defects Liability Period is: <b>[Insert number]</b> days.</p> <p><i>[The Defects Liability Period is usually limited to 12 months, but could be less in very simple cases]</i></p>
<b>D. Cost Control</b>	
<b>GCC 11.3</b>	<p>The proportion of payments retained is: <b>[Insert percentage]</b></p> <p><i>[The retention amount is usually to be kept close to 5 percent and shall in no case exceed 10 percent]</i></p>
<b>GCC 11.7</b>	The currency of the Employer’s country is <b>Ghana Cedis (GHS)</b>



Section VI. Special Conditions of Contract and Additional Provisions of Contract

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<b>GCC 11.8</b>	The Contractor shall be entitled to interest at <b>[insert percentage]</b> for each day the Employer fails to pay beyond prescribed payment period.
<b>E. Finishing the Contract</b>	
<b>GCC 8.2</b>	The Employer shall take over the site and the Works <b>immediately after</b> the authorized person issues a Certificate of Completion.

## **Section VII. Forms of Agreement and Security**

## **Section VII. Forms of Agreement and Security**

[This Section contains Contract Forms which, once completed, will constitute part of the Contract. The forms for Contract Agreement, Performance Security, Advance Payment Security, when required, shall only be completed by the successful Tenderer only after evaluation of Tenders has been completed and the contract awarded.]

**Forms include:**

- Letter of Acceptance
- Contract Agreement
- Performance Security
- Performance Bond
- Advance Payment Security
- Retention Money Security

## Letter of Acceptance

**[The Letter of Acceptance shall be the basis for formation of the Contract as described in ITT Clauses 36 and 37. This Standard Form of Letter of Acceptance shall be filled in and sent to the successful Tenderer only after evaluation of Tenders has been completed.]**

**[Letterhead paper of the Employer]**

*[insert date]*

Identification No and Title of Contract: *[insert identification number and title of the Contract]*

To: *[insert name and address of the Contractor]*

This is to notify you that your Tender dated [insert date] for execution of the [insert name of the Contract and identification number, as given in the Tender Documents] for the Contract Price of the equivalent<sup>3</sup> of [insert amount in numbers and words] [insert name of currency], as corrected and modified<sup>4</sup> in accordance with the Instructions to Tenderers is hereby accepted by the Employer.

*[insert one of the following (a) or (b) options]*<sup>5</sup>

- (a) We accept that [insert name proposed by Tenderer] be appointed as the Adjudicator.<sup>6</sup>
- (b) We do not accept that [insert name proposed by Tenderer] be appointed as Adjudicator, and by sending a copy of this Letter of Acceptance to [insert name of the Appointing Authority], we are hereby requesting [insert name], the Appointing Authority, to appoint the Adjudicator in accordance with ITT Clause 37.1.<sup>7</sup>

You are hereby instructed to (a) proceed with the execution of the said Works in accordance with the Contract (b) sign and return the attached Agreement, and (c) forward the performance security pursuant to GCC Sub-Clause 4.4 within 21 days after receipt of this Letter of Acceptance.

Authorized Signature:

Name and Title of Signatory:

*[insert proper name of the Employer]*

Attachment: Agreement

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<sup>3</sup> Delete "of the equivalent" if the Contract Price is expressed wholly in one currency.

<sup>4</sup> Delete "corrected and" or "and modified" if not applicable.

<sup>5</sup> Delete this entire section if the Adjudicator originally proposed by the Employer is accepted by the Tenderer.

<sup>6</sup> To be used only if the Contractor disagrees in the Tender with the Adjudicator proposed by the Employer in the Instructions to Tenderers, and has accordingly offered another candidate.

<sup>7</sup> To be used only if the Contractor disagrees in the Tender with the Adjudicator proposed by the Employer in the ITT, has accordingly offered another candidate, and the Employer does not accept the counterproposal.

## Contract Agreement

THIS CONTRACT AGREEMENT is made on the \_\_\_ day of \_\_\_\_\_ 20

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BETWEEN

- (1) **[insert complete name of Employer]**, a **[insert description of type of legal entity, for example, an agency of the Ministry of ...]** of the Government of **{insert name of Country of Employer}**, or corporation incorporated under the laws of **{insert name of Country of the Employer}** and having its principal place of business at **[insert address of Employer]** (hereinafter called “the Employer”) of the one part

And

- (2) **[Insert complete name of Contractor]**, a corporation incorporated under the laws of **[insert name of Country of the Contractor]** and having its principal place of business at **[insert address of Contractor]** (hereinafter called “the Contractor”) of the other part.

WHEREAS, the Employer invited Tenders for the Works, described as **[insert brief description of the Works]** and has accepted a Tender by the Contractor for the execution and completion of these Works and the remedying of any defects therein, and the Employer agrees to pay the Contractor the Contract Price or such other sum as may be payable under the provisions of the Contract at the times and in the manner prescribed in the Contract.

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The documents identified in Sub-Clause 1.5 of the General Conditions of Contract and the Special Conditions of Contract shall be deemed to form and be read and construed together as part of the Contract and the priority of such documents shall be as provided in such Sub-Clause 1.5.
3. In consideration of the payments to be made by the Employer to the Contractor as provided in the Contract, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

Section VII. Forms of Agreement and Security

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IN WITNESS whereof, the parties hereto have caused this Agreement to be executed the day and year first before written.

The Common Seal of \_\_\_\_\_ was hereunto affixed in the presence of:  
\_\_\_\_\_, or  
\_\_\_\_\_

Signed, sealed, and delivered by the said

\_\_\_\_\_  
In the presence of:  
\_\_\_\_\_

Binding Signature of Employer

\_\_\_\_\_

Binding Signature of Contractor

\_\_\_\_\_

## OPTION I - Form of Performance Security

(Unconditional)

*[The **bank/successful Tenderer** providing the Guarantee shall fill in this form in accordance with the instructions indicated in brackets, if the Employer requires this type of security.]*

*[insert bank's name, and address of issuing branch or office]*

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

**Date:** *[insert date]*

**PERFORMANCE GUARANTEE No.:** *[insert Performance Guarantee number]*

We have been informed that *[insert name of Contractor]* (hereinafter called the "Contractor") has entered into Contract No. *[insert reference number of the Contract]* dated with you, for the execution of *[insert name of Contract and brief description of Works]* (hereinafter called the "Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Contractor, we *[insert name of bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[insert amount in figures]* (*[insert amount in words]*), such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire no later than **[insert number]** day of **[insert month]**, **[insert year]**<sup>8</sup> and any demand for payment under it must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458, except that subparagraph (ii) of Sub-article 20(a) is hereby excluded.

\_\_\_\_\_  
*[signature(s) of an authorized representative(s) of the bank]*

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<sup>8</sup> Insert the date twenty-eight days after the expected completion date. The Employer should note that in the event of an extension of the time for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be made in writing and must be prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Employer's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

## OPTION II- Form of Performance Bond

*[If required, the **bank/Tenderer** shall fill in this Bond in accordance with the instructions indicated in brackets.]*

**BOND No.:** \_\_\_\_\_

BY THIS BOND \_\_\_\_\_ as Principal (hereinafter called “the Contractor”), and \_\_\_\_\_, as Surety (hereinafter called “the Surety”), are held and firmly bound unto \_\_\_\_\_ as obligee (hereinafter called “the Employer”) in the sum of \_\_\_\_\_], for the payment of which sum, well and truly to be made In the types and proportions of currencies in which the Contract price is payable, the Contractor and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Contractor has entered into a written Agreement with the Employer dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, for \_\_\_\_\_ in accordance with the documents, plans, specifications, and amendments thereto, which to the extent herein provided for, are by reference made part hereof and are hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Contractor shall promptly and faithfully perform the said Contract (including any amendments thereto), then this obligation shall be null and void; otherwise, it shall remain in full force and effect. Whenever the Contractor shall be , and declared by the Employer to be, in default under the Contract, the Employer having performed the Employer’s obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

- 1) Complete the Contract in accordance with its terms and conditions; or
- 2) Obtain a Tender or Tenders from qualified Tenderers for submission to the Employer for completing the Contract in accordance with its terms and conditions, and upon determination by the Employer and Surety of the lowest responsive Tenderer, arrange for a Contract between such Tenderer and Employer and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the Balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term “Balance of Contract Price”, as used in this paragraph, shall mean the total amount payable by Employer to Contractor under the Contract, less the amount properly paid by Employer to Contractor; or
- 3) Pay the Employer the amount required by Employer to complete the Contract in accordance with its terms and conditions up to a total not exceeding the amount of this Bond.

The Surety shall not be liable for a greater sum than the specified penalty of this Bond.

Any suit under this Bond must be instituted before the expiration of one year from the date of the issuing of the Taking-Over Certificate.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Employer named herein or the heirs, executors, administrators, successors, and assigns of the Employer.



Section VII. Forms of Agreement and Security

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IN TESTIMONY WHEREOF, the Contractor has hereunto set his hand affixed his seal and the Surety has caused these presents to be sealed with his corporate seal duly attested by the signature of his legal representative, \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
*[insert Corporate seal and signature(s) of authorized representative(s) of bank]*

## Form of Advance Payment Security

The **bank/successful Tenderer** providing the Guarantee shall fill in this form in accordance with the instructions indicated in brackets, if an Advance Payment is to be provided under the Contract.

*[insert bank's name, and address of issuing branch or office]*

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

**Date:** *[insert date]*

**ADVANCE PAYMENT GUARANTEE No.:** *[insert number]*

We have been informed that *[insert name of Contractor]* (hereinafter called the "Contractor") has entered into Contract No. *[insert reference number of the Contract]* dated *[insert date]* with you, for the execution of *[insert name of Contract and brief description of Works]* (hereinafter called the "Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum .....**[insert currency and amount in Figures]**<sup>9</sup>... (**[insert currency and amount in words]**) is to be made against an advance payment guarantee.

At the request of the Contractor, we *[insert name of bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[insert amount in figures]* (*[insert amount in words]*) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation under the Contract because the Contractor used the advance payment for purposes other than performing his obligations under the Contract or the costs of mobilization in respect of the Works.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Contractor on its account number *[insert Contractor's account number]* at *[insert name and address of bank]*.

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<sup>9</sup> Insert the expected expiration date of the Time for Completion. The Employer should note that in the event of an extension of time for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be made in writing and must be prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed *[insert number of months]*, in response to the Employer's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

## Section VII. Forms of Agreement and Security

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The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Contractor as indicated in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the Interim Payment Certificate indicating that eighty (80) percent of the Contract Price has been certified for payment, or on the *[insert number]* day of *[insert month]*, *[insert year]*, whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.

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*[insert seal of Bank and signature(s) of authorized representative(s) of bank]*

## Retention Money Security (Demand Guarantee)

*[insert bank's name, and address of issuing branch or office]*

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

**Date:** *[insert date]*

**RETENTION MONEY GUARANTEE No.:** *[insert number]*

We have been informed that \_\_\_\_\_ *[insert name of Contractor]* (hereinafter called the "Contractor") has entered into Contract No. \_\_\_\_\_ *[insert reference number of the Contract]* dated \_\_\_\_\_ *[insert date]* with you, for the execution of \_\_\_\_\_ *[insert name of Contract and brief description of Works]* (hereinafter called the "Contract").

Furthermore, we understand that, according to the conditions of the Contract, when the Taking-Over Certificate has been issued for the Works and the first half of the Retention Money has been certified for payment, payment of **[Insert either "the second half of the Retention Money", or, if the amount guaranteed under the Performance Guarantee, when the Taking-Over Certificate is issued, is less than half of the Retention Money, "the difference between half of the Retention Money and the amount guaranteed under the Performance Security"]** is to be made against a Retention Money guarantee.

At the request of the Contractor, we \_\_\_\_\_ *[insert name of bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of \_\_\_\_\_ *[insert amount in figures] ([insert amount in words])* upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation under the Contract because the Contractor used the advance payment for purposes other than performing his obligations under the Contract or the costs of mobilization in respect of the Works.

It is a condition for any claim and payment under this guarantee to be made that the payment of the second half of the Retention Money referred to above must have been received by the Contractor on its account number \_\_\_\_\_ *[insert Contractor's account number]* at \_\_\_\_\_ *[insert name and address of bank]*.

This guarantee shall expire, at the latest, 21 days after the date when the Employer has received a copy of the Performance Certificate issued by the Project Manager. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.

\_\_\_\_\_  
*[signature(s)]*

**Note: All italicized text (including footnotes) is for use in preparing forms in these Tender documents and shall be deleted from the final product**

## **PART III: WORKS REQUIREMENTS**

**VOLUME II**  
**SECTION VIII**  
**BILLS OF QUANTITIES**

## **Bills of Quantities**

The Bills of Quantities is included in separate Volume II, which forms part of these Tender Documents.



VOLUME III  
SECTION IX  
SPECIFICATIONS AND PERFORMANCE  
REQUIREMENTS

## Specifications

The Specifications are provided in Volume III of the Tender Documents.

VOLUME IV  
SECTION X  
DRAWINGS

## Drawings

The Drawings are provided in Volume IV, which forms part of these Tender Documents.