



Republic of Ghana

Public Procurement Authority

**STANDARD TENDER DOCUMENT  
FOR**

**FRAMEWORK AGREEMENT (GOODS)  
(Primary Procurement)**

**National Competitive Tender**

**20<sup>th</sup> March 2020**



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# Standard Tender Document for Framework Agreement (Goods)

## Summary of contents

### **PART 1 PRIMARY PROCURMENT PROCEDURES**

#### **Introduction**

#### **Section I Invitation for Tenders (IFT)**

The Invitation for Tenders provides information that enables potential Tenderers to decide whether to participate in the Tender or not. The information contained in the Invitation for Tenders must conform to the Tender documents and in particular to the relevant information in the Tender Data Sheet.

#### **Section II Instructions to Tenderers (ITT)**

This Section provides information to help Tenderers prepare their Tenders. It contains details on the submission, opening, and evaluation of Tenders received during the Primary Procurement process. It also provides an overview of the Secondary Procurement process for the award of a Call-off Contract(s) once the Framework Agreement(s) is concluded. This is more fully described in the Framework Agreement. This Section is to be used without modification.

#### **Tender Data Sheet (TDS)**

The Tender Data Sheet includes provisions that are specific to each Primary Procurement process and that supplement the Instructions to Tenderers.

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

This Section specifies the criteria for the evaluation of Tenders and the qualification of Tenderers, including the methodology, which results in the determination of which Tenderers will be invited to conclude a Framework Agreement(s).

#### **Section IV Tender Forms**

This Section includes the forms for Tender submission, Letter of Tender, Price Schedules, Tender Securing Declaration, Qualification Information, and the Manufacturer's Authorization to be completed and submitted by the Tenderer as part of its Tender.



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**Section V Schedule of Requirements**

This Section includes the List of Goods and Related Services, an estimate of the volume/quantity, Delivery and Completion Schedules.

**Section VI Technical Specifications**

This Section includes Technical Specifications and Drawings that describe the Goods and Related Services to be procured.

**Section VII Framework Agreement Forms**

This Section includes the forms for the Notification to Conclude a Framework Agreement and the Framework Agreement

**Section VIII Framework Agreement General Provisions**

This Section sets out the General Provisions of the Framework Agreement.

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This Section sets out the Specific Provisions of the Framework Agreement.

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# Introduction

This Standard Tender Document (STD) is to be used for establishing a Framework Agreement for the procurement of Goods using National Competitive Tendering Procedures.

The subsequent procurement of Goods is undertaken through a Secondary Procurement process and the award of a Call-off Contract.

To obtain further information on the use of this STD, contact:

Chief Executive Officer  
Public Procurement Authority  
Accra, Ghana

[ppa.gov.gh](http://ppa.gov.gh)





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# **Invitation for Tenders Framework Agreement(s) Goods**

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# Section I – Invitation for Tenders Framework Agreement(s) for Goods (Primary Procurement)

## Procurement of: *[insert identification of the Goods]*

**Procurement Entity/Lead Entity/Procurement Agent:** *[insert name of entity doing this Primary Procurement]*

**Framework Agreement Title:** *[insert short title for the FWA]*

**Package No.:** *[as per the Procurement Plan]*

**IFT Issued on:** *[insert date when IFT was issued]*

1. The \_\_\_\_\_ *[insert name of Procurement Entity (ies)]* intends to apply part of its/their budgetary allocation to fund eligible payments under Call-off Contracts that may be awarded under the *[Framework Agreement (FWA)/Framework Agreements (FWAs)]* concluded through this IFT Primary Procurement process.

### BRIEF DESCRIPTION OF GOODS:

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2. The Procurement Entity/Lead Entity/Procurement Agent is undertaking the Primary Procurement with a view to concluding *[a Framework Agreement / Framework Agreements.]* The Procurement Entity/Lead Entity/Procurement Agent *[select the appropriate option: is the sole Entity under the Framework Agreement[s]. / is an Entity acting on behalf of [another/a group of] Entity[ies] / is a Procurement Agent (but not itself a Procurement Entity) acting on behalf of [a/a group of] Procurement Entity[ies]].* The Procurement Entity/Lead Entity/Procurement Agent now invites sealed Tenders from eligible Tenderers for *[insert brief description of Goods required, including estimated quantities over the Term of the Framework Agreement(s), indicative location(s), indicative delivery schedule(s) etc. if known].*

3. The [*Framework Agreement*] to be concluded will be [*choose one of the following two options: “Single-User.” OR “Multi-User.”*] [*For Single-User FWA add the following: “The Single-User entitled to procure under the [*Framework Agreement*]is [*insert legal name of the Entity.*]*] [*For Multi-User FWAs add the following: “A list of the users (participating Procurement Entities) entitled to procure under the [*Framework Agreement*] is provided in the Tender document.”*]]
4. The [*Framework Agreement*] to be concluded will be [*choose one the following two options: “Single-Supplier.” OR “Multi-Supplier.”*].
5. The selection of an FWA Supplier to be awarded a Call-off Contract will be done through a Secondary Procurement process as defined in the Framework Agreement. However, the conclusion of a Framework Agreement shall not impose any obligation on the Procurement Entity to procure Goods under a Call-off Contract. The conclusion of a Framework Agreement does not guarantee that an FWA Supplier will be awarded a Call-off Contract. Tendering will be conducted through the National Competitive Tendering procedures specified in the Public Procurement Act, 2003 (Act 663) as amended.
7. Tenderers may submit Tenders for one or more [*choose one of the following: “items” OR “lots”*].
8. The [*Framework Agreement(s)*] shall be concluded for a Term of [*insert the number of years, note: the Term should not exceed 3 years*] from the commencement date stated in the Framework Agreement.
9. The Primary Procurement shall establish a Closed Framework Agreement(s). This means no new firm (s) may conclude Framework Agreement during the Term of Framework Agreement
10. Interested eligible Tenderers may obtain further information from [*insert name of Procurement Entity/Lead Entity/Procurement Agent, insert name and e-mail of officer in charge*] and inspect the Tender document during office hours [*insert office hours if applicable i.e. 0900 to 1700 hours*] at the address given below [*state address at the end of this IFT*]. The Eligibility requirements include:
  - *Valid GRA Tax Clearance Certificate*
  - *Valid SSNIT Clearance Certificate*
  - *Valid VAT Registration Certificate (if applicable)*
  - *Valid Business Registration Certificate*
  - *Valid Certificate of Incorporation*
  - *Valid Certificate to Commence Business*
  - *Valid Registration Certificate from PPA*

11. The Tender document may be procured by interested Tenderers upon the submission of a written application to the address below and upon payment of a nonrefundable fee<sup>1</sup> of *[insert amount and currency]*. The method of payment will be *[insert method of payment]*.<sup>2</sup> The document will be sent by *[insert delivery procedure]*.
12. Tenders must be delivered to the address below *[state address]*<sup>3</sup> on or before *[insert time and date]*. Electronic Tendering [“will” OR “will not”] be permitted. Late Tenders will be rejected. Tenders will be publicly opened in the presence of the Tenderers’ designated representatives and anyone who chooses to attend, at the address below on *[insert time and date]*.
13. The address(es) referred to above is (are): *[insert detailed address(es)]*

*[Insert name of Procurement Entity/Lead Entity/Procurement Agent]*

*[Insert name of officer and title]*

*[Insert postal address and/or street address, Ghana Post GPS code, city and country]*

*[Insert telephone number, country and city codes]*

*[Insert email address]*

*[Insert website address]*

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<sup>1</sup> *The fee chargeable should only be nominal to defray reproduction and mailing costs.*

<sup>2</sup> *For example, cashier’s cheque, direct deposit to specified account number, etc.*

<sup>3</sup> *Substitute the address for Tender submission if it is different from address for inquiry and issuance of Invitation for Tenders document.*

# Section II - Instructions to Tenderers (ITT)

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## Section II. Instructions to Tenderers

### A. General

- 1 Scope of Tender**
- 1.1 In connection with the Invitation for Tenders (IFT) Framework Agreement(s) Goods, specified **in the Tender Data Sheet (TDS)**, the Procurement Entity, as specified **in the TDS**, issues this Invitation for Tenders (IFT) document as part of the Primary Procurement process for Goods, and may lead to Framework Agreement(s) being concluded with the successful Tenderer(s). The name and identification of this IFT are specified **in the TDS**.
- 1.2 Throughout this Tender document:
- (a) **“in writing”** means communicated in written form (e.g. by mail, e-mail, including if specified **in the TDS**, distributed or received through the electronic-procurement system used by the Procurement Entity) with proof of receipt;
  - (b) if the context so requires, **“singular”** means **“plural”** and vice versa;
  - (c) **“Day”** means calendar day, unless otherwise specified as **“Business Day”**. A Business Day is any day that is an official working day. It excludes t official public holidays;
  - (d) **“Call-off Contract”** means a contract awarded, under a Framework Agreement, through a Secondary Procurement process, for the supply of Goods, and any Related Services. The parties to the contract are the Procurement Entity and Supplier;
  - (e) **“Closed Framework Agreement”**: A Closed Framework Agreement is where no new firm(s) may conclude Framework Agreement(s) during the Term of the Framework Agreement;
  - (f) **“Country”** means Ghana;
  - (g) **“Delivery Period”** is the specified period from the date of formation of a Call-off contract for delivery of the Goods, as per the applicable Incoterms.
  - (h) **“Framework Agreement (FWA)”** means the agreement between the Procurement Entity and Supplier(s) (the successful Tenderer(s)) to establish the terms and procedures governing the award of Call-off contracts under the agreement;



- (i) **“FWA Supplier”** means a Supplier;
- (j) **“Goods”** means all goods, materials or items that the Supplier is required to supply to a Procurement Entity under a Call-off Contract placed under a Framework Agreement. Details of such Goods are set out in **Section V: Supply Requirements**, and the Framework Agreement and particularly described in a Call-off Contract. Where appropriate, for the purpose of interpretation, the definition for Goods includes Related Services;
- (k) **“Lead Procurement Entity”** when named in the Framework Agreement, a Lead Procurement Entity is a party to the Framework Agreement, in its capacity as: (a) the lead Entity acting on behalf of all participating Procurement Entities in managing and administering the Framework Agreement, and (b) as a Procurement Entity in its own right;
- (l) **“Multi-User Framework Agreement”** means a Framework Agreement where there is more than one Procurement Entity permitted to procure through a Call-off Contract;
- (m) **“Multi-Supplier Framework Agreement”** means where more than one Tenderer (Supplier) concludes a Framework Agreement for the supply of each item/Lot;
- (n) **“Primary Procurement”** means the procurement process that results in concluding a Framework Agreement(s) with a successful Tenderer(s), as described in this IFT;
- (o) **“Procurement Agent”** when named in the Framework Agreement, is a party to the Framework Agreement, but only in its capacity to conclude the Framework Agreement(s) with successful Suppliers, and, as the Entity responsible for managing and administering the Framework Agreement, on behalf of the Procurement Entity or Procurement Entities, once it has been concluded. A Procurement Agent is not a Procurement Entity under the Framework Agreement;
- (p) **“Procurement Entity”** means the Entity that conducts public procurement under the Public Procurement Act;
- (q) **“Related Services”** if applicable, means the services incidental to the supply of the Goods, such as insurance, installation, training, initial maintenance and other such obligations of the Supplier, as specified in Framework Agreement **Section V: Schedule of Requirements**, and specifically described in a Call-off Contract;

- (r) “**Secondary Procurement**” means the process described in the Framework Agreement and followed by a Procurement Entity to select an FWA Supplier, and award a Call-off Contract for the supply of Goods;
- (s) “**Single-User Framework Agreement**” means a Framework Agreement where only one User (Entity) concludes the FWA;
- (t) “**Single-Supplier Framework Agreement**” means a Framework Agreement where only one Tenderer (Supplier) concludes a Framework Agreement for the supply of each item/Lot;
- (u) “**Supplier**” means a Tenderer that has concluded a Framework Agreement through the Primary Procurement process and may be considered for the award of a Call-off Contract, to deliver the Goods, and, if applicable, Related Services, as and when required. A Supplier may also be referred to as a “FWA Supplier”;
- (v) “**Term**” means the duration of a Framework Agreement starting on the Commencement Date.

**2 Source of Funds** 2.1 The Entity intends to apply a portion of its Budgetary Allocations to eligible payments under Call-off Contracts to be awarded under the Framework Agreement(s) for which this Tender document is issued.

**3 Corrupt and Fraudulent Practices** 3.1 The Government of the Republic of Ghana requires that Tenderers under the contracts financed from public funds, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the following terms shall be interpreted as indicated:

- a. “**corrupt practice**” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
- b. “**fraudulent practice**” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the benefits of free and open competition;

3.2 The Procurement Entity will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt and fraudulent practices in competing for the contract in question;

3.3 Furthermore, Tenderers shall be aware of the provision stated in **Section VIII** (Framework Agreement General Provisions).

**4 Eligible Tenderers**

4.1 This Invitation for Tenders is open to all eligible suppliers who meet the following requirements unless otherwise indicated in the **TDS** .

Valid GRA Tax Clearance Certificate  
Valid SSNIT Clearance Certificate  
Valid VAT Registration Certificate (if applicable)  
Valid Business Registration Certificate  
Valid Certificate of Incorporation  
Valid Certificate to Commence Business  
Valid Registration Certificate from the Public Procurement Authority

4.2 State Owned Enterprises may participate only if they are legally and financially autonomous, operate under commercial law, and are not a dependent agency of the Procurement Entity.

4.3 In the case of a Joint Venture (JV):

- a) All parties to the JV shall be jointly and severally liable; and
- b) A JV shall nominate a Representative who shall have the authority to conduct all businesses for and on behalf of any and all parties of the JV during the Tendering process and, in the event the JV is awarded the Contract, during execution.

4.4 Tenderers should not be associated or not have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by any of the Procurement Entities to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of goods to be procured under this Invitation for Tenders.

4.5 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Public Procurement Authority.

**5 Eligible Goods and Related Services**

5.1 All goods and related services to be supplied under the Call-off Contract awarded under a Framework Agreement shall have their origin in eligible source countries, and all expenditures made under the contract will be limited to such goods and services. For purposes of this ITT, the term “Goods” includes commodities, raw materials, machinery, equipment, and industrial plants; and “Related Services” includes services such as insurance, installation, training, and initial maintenance.

- 5.2 For purposes of this clause, “Origin” means the place where the goods are mined, grown, or produced, or the place from which the related services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components. The term “origin” means the country where the Goods have been mined, grown, cultivated, produced, manufactured or processed; or, through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.
- 5.3 The origin of goods and services is distinct from the nationality of the Tenderer.

## **B. Contents of the IFT Document**

- 6 **Sections of Tender Document** 6.1 The Tender document consists of Parts 1 and 2, which includes all sections, schedules, annexes and should be read in conjunction with any addenda issued in accordance with **ITT 8**.

### **PART 1 – PRIMARY PROCUREMENT**

Section I - Invitation for Tenders (IFT)

Section II - Instructions to Tenderers (ITT)

Section III - Evaluation and Qualification Criteria

Section IV - Tender Forms

Section V - Schedule of Requirements

Section VI - Technical Specifications

Section VII – Framework Agreement Forms

Section VIII - Framework Agreement General Provisions

Section IX - Framework Agreement Specific Provisions

Section X – List of Procurement Entities (if Applicable)

**PART 2 – SECONDARY PROCUREMENT**

Section XI – Secondary Procurement Methods

Section XII – Formation of Call off Contracts

Section XIII – Communicating Award of call off contracts

Section XIV – Complaint about award of call off contract

Section XV – Call off contract General Provisions

Section XVI – Call off contract Specific Provision

Section XVII – Secondary Procurement Forms

Section XVIII – List of Procurement Entities (if Applicable)

- 6.2 Unless obtained directly from the Procurement Entity, the Procurement Entity is not responsible for the completeness of the document, responses to requests for clarification, the Minutes of the pre-Tender meeting (if any), or addenda to the Tender document in accordance with **ITT 8**. In case of any contradiction, documents obtained directly from the Procurement Entity shall prevail.
- 6.3 The Tenderer is expected to examine all instructions, forms, terms, and specifications in the Tender document and to furnish with its Tender all information or documentation as is required by the Tender document.
- 7 Clarification of Tender Document**
- 7.1 A Tenderer requiring any clarification of the Tender document shall contact the Procurement Entity in writing at the Procurement Entity's address specified **in the TDS**. The Procurement Entity will respond in writing to any request for clarification, provided that such request is received prior to the deadline specified **in the TDS**. The Procurement Entity shall forward copies of its response to all Tenderers who have acquired the Tender document in accordance with **ITT 6.2**, including a description of the inquiry but without identifying its source. If so specified **in the TDS**, the Procurement Entity shall also promptly publish its response at the web page identified **in the TDS**. Should the clarification result in changes to the essential elements of the Tender document, the Procurement Entity shall amend the Tender document following the procedure under **ITT 8** and **ITT 22.2**.
- 8 Amendment of Tender Document**
- 8.1 At any time prior to the deadline for submission of Tenders, the Procurement Entity may amend the Tender document by issuing addenda.

- 8.2 Any Addendum issued shall be part of the Tender document and shall be communicated in writing to all who have obtained the Tender document from the Procurement Entity in accordance with **ITT 6.2**. The Procurement Entity shall also promptly publish the addendum on the PPA and Procurement Entity’s web page in accordance with **ITT 7.1**.
- 8.3 To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their Tenders, the Procurement Entity may, at its discretion, extend the deadline for the submission of Tenders, pursuant to **ITT 22.2**.

### **C. Preparation of Tenders**

- 9 Cost of Tendering** 9.1 The Tenderer shall bear all costs associated with the preparation and submission of its Tender, in relation to this Primary Procurement process, (and if successful any Secondary Procurement process) and the Procurement Entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Tendering process.
- 10 Language of Tender** 10.1 The Tender, as well as all correspondence and documents relating to the Tender exchanged by the Tenderer and the Procurement Entity, shall be written in **English**.
- 11 Documents Comprising the Tender** 11.1 The Tender shall comprise the following:
- (a) Letter of Tender prepared in accordance with **ITT 12**;
  - (b) Price Schedules: completed in accordance with **ITT 12** and **ITT 14**;
  - (c) Authorization: written confirmation authorizing the signatory of the Tender to commit the Tenderer, in accordance with **ITT 20.3**;
  - (d) Qualifications: documentary evidence in accordance with **ITT 17** establishing the Tenderer’s qualifications to conclude a Framework Agreement and perform any Call-off Contract, if awarded;
  - (e) Tenderer's Eligibility: documentary evidence in accordance with **ITT 17** establishing the Tenderer’s eligibility to Tender;
  - (f) Eligibility of Goods and Related Services: documentary evidence in accordance with **ITT 16**, establishing the eligibility of the Goods and Related Services to be supplied by the Tenderer;

- (g) Conformity: documentary evidence in accordance with **ITT 16**, that the Goods and Related Services conform to the Tender document; and
- (h) any other document required **in the TDS**.
- 11.2 In addition to the requirements under **ITT 11.1**, Tenders submitted by a JV shall include a copy of the Joint Venture agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful Tender shall be signed by all members and submitted with the Tender, together with a copy of the proposed agreement.
- 11.3 The Tenderer shall furnish in the Letter of Tender information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Tender.
- 12 Letter of Tender and Price Schedules**
- 12.1 The Letter of Tender and Price Schedules shall be prepared using the relevant forms furnished in **Section IV**, Tender Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under **ITT 20.3**. All blank spaces shall be filled in with the information requested.
- 13 Alternative Tenders**
- 13.1 Alternative Tenders shall not be permitted in this Primary Procurement process unless otherwise stated in the **TDS**.
- 14 Tender Prices and Discounts**
- 14.1 The prices and unconditional discounts quoted by the Tenderer in the Letter of Tender and in the Price Schedules shall conform to the requirements specified below.
- 14.2 Tenderers shall provide their prices in the Price Schedules, as specified **in the TDS**.
- 14.3 The price to be quoted in the Letter of Tender in accordance with **ITT 12.1** shall be, as specified **in the TDS**.
- 14.4 The Tenderer shall indicate the methodology for the application of any unconditional discounts in the Letter of Tender, in accordance with **ITT 12.1**.
- 14.5 For the purpose of Secondary Procurement, the price(s) offered by the Tenderer shall be treated as set out in the Framework Agreement Specific Provisions.
- 14.6 The terms EXW, CIP, DDP and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by the International Chamber of Commerce, as specified **in the TDS**.
- 14.7 Prices shall be quoted as specified in each Price Schedule included in **Section IV**, Tender Forms. The disaggregation of price

components is required solely for the purpose of facilitating the comparison of Tenders by the Procurement Entity. This shall not in any way limit the Procurement Entity's right to award a Call-off contract on any of the terms offered. Prices shall be entered in the following manner:

- (a) For Goods manufactured in **Ghana**:
  - (i) the price of the Goods quoted EXW (ex-works, ex-factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of the Goods;
  - (ii) any sales tax and other taxes which will be payable on the Goods (if a Call-off Contract is awarded to the Tenderer as an FWA Supplier); and
  - (iii) the price for inland transportation, insurance, and other local services required to convey the Goods to their final destination (Project Site) (if a Call-off Contract is awarded to the Tenderer as an FWA Supplier) specified **in the TDS**.
- (b) For Goods manufactured outside **Ghana** to be imported:
  - (i) the price of the Goods quoted **DDP** named place of destination, in **Ghana**, as specified **in the TDS**;
  - (ii) the price for inland transportation, insurance, custom duties and other local services required to convey the Goods from the named place of destination to their final destination (Project Site) (if a Call-off Contract is awarded to the Tenderer as an FWA Supplier), specified **in the TDS**;
- (c) For Goods manufactured outside **Ghana** already imported:
  - (i) the price of the Goods, including the original import value of the Goods, plus any mark-up (or rebate); plus, any other related local cost, and custom duties and other import taxes already paid or to be paid on the Goods already imported;
  - (ii) the custom duties and other import taxes already paid (need to be supported with documentary evidence) or to be paid on the Goods already imported;
  - (iii) the price of the Goods obtained as the difference between (i) and (ii) above;



- (iv) any sales and other taxes which will be payable on the Goods (if a Call-off Contract is awarded to the Tenderer as an FWA Supplier); and
  - (v) the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination (Project Site) (if a Call-off Contract is awarded to the Tenderer as an FWA Supplier), specified **in the TDS**.
- (d) for Related Services, other than inland transportation and other services required to convey the Goods to their final destination, whenever such Related Services are specified in the Schedule of Requirements, the price of each item comprising the Related Services (inclusive of any applicable taxes).

**15 Currencies of Tender and Payment**

Prices shall be quoted in Ghanaian Cedis (GHC) and payments made in Ghana Cedis (GHC).

**16 Documents Establishing the Eligibility and Conformity of Goods**

- 16.1 To establish the eligibility of the Goods and Related Services in accordance with **ITT 5**, Tenderers shall complete the country of origin declarations in the Price Schedule Forms, included in Section IV, Tender Forms.
- 16.2 To establish the conformity of the Goods and Related Services to the Tender document, the Tenderer shall furnish as part of its Tender the documentary evidence that the Goods conform to the technical specifications and standards specified in **Section VI**, Technical Specifications.
- 16.3 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the **Section VI**, Technical Specifications.
- 16.4 The Tenderer shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period specified **in the TDS** following acceptance of the Goods by the Procurement Entity (if a Call-off Contract is awarded to the Tenderer as an FWA Supplier).
- 16.5 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by

the Procurement Entity in the Schedule of Requirements, are intended to be descriptive only and not restrictive. The Tenderer may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Procurement Entity's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the **Section VI**, Technical Specifications.

- 17 Documents Establishing the Eligibility and Qualifications of the Tenderer**
- 17.1 To establish Tenderer's eligibility in accordance with **ITT 4**, Tenderers shall complete the Letter of Tender, included in **Section IV**, Tender Forms.
- 17.2 The documentary evidence of the Tenderer's qualifications to conclude a Framework Agreement, and/or to perform any Call-off Contract(s) if awarded, shall establish to the Procurement Entity's satisfaction:
- (a) that, if required **in the TDS**, a Tenderer that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IV, Tender Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in Ghana;
  - (b) that the Tenderer meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.
- 18 Period of Validity of Tenders**
- 18.1 Tenders shall remain valid for the Tender Validity period specified **in the TDS**. The Tender Validity period starts from the date fixed for the Tender submission deadline (as prescribed by the Procurement Entity in accordance with **ITT 22.1**). A Tender valid for a shorter period shall be rejected by the Procurement Entity as nonresponsive.
- 18.2 In exceptional circumstances, prior to the expiration of the Tender validity period, the Procurement Entity may request Tenderers to extend the period of validity of their Tenders. The request and the responses shall be made in writing. A Tenderer may refuse the request to extend the validity of their Tenders. A Tenderer granting the request shall not be required or permitted to modify its Tender.
- 19 Tender Securing Declaration**
- 19.1 Tender -Securing Declaration is required in relation to the Primary Procurement process.
- 19.2 The Tender Securing Declaration shall cover the Minimum Quantity or Value specified in the FWA Tender Data Sheet.

**20 Format and Signing of Tender**

- 20.1 The Tenderer shall prepare one original of the documents comprising the Tender as described in **ITT 11** and clearly mark it “ORIGINAL.” In addition, the Tenderer shall submit copies of the Tender, in the number specified in **the TDS** and clearly mark them “COPY.” In the event of any discrepancy between the original and the copies, the original shall prevail.
- 20.2 Tenderers shall mark as “CONFIDENTIAL” information in their Tenders which is confidential to their business. This may include proprietary information, trade secrets, or commercial or financially sensitive information.
- 20.3 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.
- 20.4 In case the Tenderer is a JV, the Tender shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representative(s).
- 20.5 Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Tender.

**D. Submission and Opening of Tenders****21 Sealing and Marking of Tenders**

- 21.1 The Tenderer shall deliver the Tender in a single, sealed envelope (one-envelope Tendering process). Within the single envelope, the Tenderer shall place the following separate, sealed envelope
- (a) in an envelope marked “ORIGINAL”, all documents comprising the Tender, as described in **ITT 11**; and
  - (b) in an envelope marked “COPIES”, all required copies of the Tender; and,
- 21.2 The inner and outer envelopes, shall:
- (a) bear the name and address of the Tenderer;
  - (b) be addressed to the Procurement Entity **ITT 22.1**;
  - (c) bear the specific identification of this Tendering process indicated in **ITT 1.1**; and

- (d) bear a warning not to open before the time and date for Tender opening.
- 21.3 If all envelopes are not sealed and marked as required, the Procurement Entity will assume no responsibility for the misplacement or premature opening of the Tender.
- 22 Deadline for Submission of Tenders**
- 22.1 Tenders must be received by the Procurement Entity at the address and no later than the date and time specified **in the TDS**. When so specified **in the TDS**, Tenderers shall have the option of submitting their Tenders electronically. Tenderers submitting Tenders electronically shall follow the electronic Tender submission procedures specified **in the TDS**.
- 22.2 The Procurement Entity may, at its discretion, extend the deadline for the submission of Tenders by amending the Tender document in accordance with **ITT 8**, in which case all rights and obligations of the Procurement Entity and Tenderers previously subject to the deadline shall thereafter be subject to the deadline as extended.
- 23 Late Tenders**
- 23.1 The Procurement Entity shall not consider any Tender that arrives after the deadline for submission of Tenders, in accordance with **ITT 22**. Any Tender received by the Procurement Entity after the deadline for submission of Tenders shall be declared late, rejected, and returned unopened to the Tenderer in accordance with procedures stipulated by the PPA.
- 24 Withdrawal, Substitution, and Modification of Tenders**
- 24.1 A Tenderer may withdraw, substitute, or modify its Tender after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization (the power of attorney) in accordance with **ITT 20.3**, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the Tender must accompany the respective written notice. All notices must be:
- (a) prepared and submitted in accordance with **ITT 20** and **ITT 21** (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL,” “SUBSTITUTION,” or “MODIFICATION;” and
- (b) received by the Procurement Entity prior to the deadline prescribed for submission of Tenders, in accordance with **ITT 22**.
- 24.2 Tenders requested to be withdrawn in accordance with **ITT 24.1** shall be returned unopened to the Tenderers.
- 24.3 No Tender may be withdrawn, substituted, or modified in the interval between the deadline for submission of Tenders and the expiration

of the period of Tender validity specified by the Tenderer on the Letter of Tender or any extension thereof.

## **25 Tender Opening**

- 25.1 Except as in the cases specified in **ITT 23** and **ITT 24.2**, the Procurement Entity shall, at the Tender opening, publicly open and read out all Tenders received by the deadline at the date, time and place specified **in the TDS** in the presence of Tenderers' designated representatives and anyone who chooses to attend. Any specific electronic Tender opening procedures required if electronic Tendering is permitted in accordance with **ITT 22.1**, shall be as specified **in the TDS**.
- 25.2 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. If the withdrawal envelope does not contain a "power of attorney" confirming the signature as a person duly authorized to sign on behalf of the Tenderer, the corresponding Tender will be opened. 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.
- 25.3 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.
- 25.4 Next, 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.
- 25.5 Next, all remaining envelopes shall be opened one at a time, reading out: the name of the Tenderer and whether there is a modification; the Tender Prices, including any unconditional discounts, and any other details as the Procurement Entity may consider appropriate.
- 25.6 Only Tenders and unconditional discounts that are opened and read out at Tender opening shall be considered further in the evaluation. The Letter of Tender and the Price Schedules are to be initialed by representatives of the Procurement Entity attending Tender opening in the manner specified **in the TDS**.

- 25.7 The Procurement Entity shall neither discuss the merits of any Tender nor reject any Tender (except for late Tenders, in accordance with **ITT 23.1**).
- 25.8 The Procurement Entity shall prepare a record of the Tender opening that shall include, as a minimum;
- (a) the name of the Tenderer and whether there is a withdrawal, substitution, or modification;
  - (b) the Tender Price, per lot (item) if applicable, including any unconditional discounts;
- 25.9 The Tenderers' representatives who are present shall be requested to sign the record. The omission of a Tenderer's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Tenderers.

## **E. Evaluation and Comparison of Tenders**

- 26 Confidentiality**
- 26.1 Information relating to the evaluation of Tenders and recommendation to conclude a Framework Agreement(s), shall not be disclosed to Tenderers or any other persons not officially concerned with the Tendering process until the Notification to Conclude the Framework Agreement is transmitted to the successful tenderer in accordance with **ITT38.1**.
- 26.2 Any effort by a Tenderer to influence the Procurement Entity in the evaluation or decision to conclude a Framework Agreement(s) may result in the rejection of its Tender.
- 26.3 Notwithstanding **ITT 26.2**, from the time of Tender opening to the time of the Framework Agreement being concluded, if any Tenderer wishes to contact the Procurement Entity on any matter related to the Tendering process, it should do so in writing.
- 27 Clarification of Tenders**
- 27.1 To assist in the examination, evaluation, comparison of Tenders, and qualification of Tenderers, the Procurement Entity may, at its discretion, ask any Tenderer for a clarification of its Tender. Any clarification submitted by a Tenderer in respect to its Tender and that is not in response to a request by the Procurement Entity shall not be considered. The Procurement Entity's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the Tender shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Procurement Entity in the Evaluation of the Tenders, in accordance with **ITT 31**.

- 27.2 If a Tenderer does not provide clarifications of its Tender by the date and time set in the Procurement Entity’s request for clarification, its Tender may be rejected.
- 28 Deviations, Reservations and Omissions**
- 28.1 During the evaluation of Tenders, the following definitions apply:
- (a) “Deviation” is a departure from the requirements specified in the Tender document;
  - (b) “Reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Tender document; and
  - (c) “Omission” is the failure to submit part or all of the information or documentation required in the Tender document.
- 29 Determination of Responsiveness**
- 29.1 The Procurement Entity’s determination of a Tender’s responsiveness is to be based on the contents of the Tender itself, as defined in **ITT 11**.
- 29.2 A substantially responsive Tender is one that meets the requirements of the Tender document without material deviation, reservation, or omission. Mandatory responsiveness requirements include meeting eligibility criteria specified in **ITT4.1**, signature of the Tender by authorized signatory, provision of the required securities and manufacturers authorization (where applicable). Additional responsiveness requirements are indicated in the **TDS**. A material deviation, reservation, or omission is one that:
- (a) if accepted, would:
    - (i) affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Framework Agreement; or
    - (ii) limit in any substantial way, inconsistent with the Tender document, the Procurement Entity’s rights or the Tenderer’s obligations under the Framework Agreement; or
  - (b) if rectified, would unfairly affect the competitive position of other Tenderers presenting substantially responsive Tenders.
- 29.3 The Procurement Entity shall examine the technical aspects of the Tender submitted in accordance with **ITT 16** and **ITT 17**, in particular, to confirm that all requirements of **Section VI**, Technical Specifications have been met without any material deviation or reservation, or omission.
- 29.4 If a Tender is not substantially responsive to the requirements of Tender document, it shall be rejected by the Procurement Entity and

- may not subsequently be made responsive by correction of the material deviation, reservation, or omission.
- 30 Nonconformities, Errors and Omissions**
- 30.1 Provided that a Tender is substantially responsive, the Procurement Entity may waive any nonconformities in the Tender.
- 30.2 Provided that a Tender is substantially responsive, the Procurement Entity shall rectify quantifiable nonmaterial nonconformities related to the Tender Price. To this effect, the Tender Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component in the manner specified **in the TDS**.
- 31 Correction of Arithmetical Errors**
- 31.1 Provided that the Tender is substantially responsive, the Procurement Entity shall correct arithmetical errors on the following basis:
- (a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Procurement Entity there is an obvious misplacement of the decimal point in the unit price, in which case the line item total 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.
- 31.2 Tenderers shall be requested to accept correction of arithmetical errors. Failure to accept the correction in accordance with **ITT 31.1**, shall result in the rejection of the Tender.
- 32 Margin of Preference**
- 32.1 A margin of Preference where applicable shall be provided in accordance with Guidelines provided by PPA as specified in the **TDS**.
- 33 Evaluation of Tenders**
- 33.1 The Procurement Entity shall use the criteria and methodologies listed in **this ITT and Section III**, Evaluation and Qualification Criteria in deciding to conclude a Framework Agreement(s). No other evaluation criteria or methodologies shall be permitted.
- 33.2 The Procurement Entity will evaluate and compare only the Tenders determined to be substantially responsive in accordance with **ITT 29**
- 33.3 To evaluate a Tender the Procuring Agency shall consider the following:



- (a) evaluation will be done for Items or Lots, as specified **in the TDS**; and the Tender Price as quoted in accordance with **ITT 14**;
  - (b) price adjustment for correction of arithmetic errors in accordance with **ITT 31.1**;
  - (c) price adjustment due to unconditional discounts offered in accordance with **ITT 14.4**;
  - (d) price adjustment due to quantifiable nonmaterial nonconformities in accordance with **ITT 30.3**; and;
  - (e) the additional evaluation factors are specified in Section III, Evaluation and Qualification Criteria.
- 33.4 The Purchaser reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors which are in excess of the requirements of the Tender documents or otherwise result in unsolicited benefits for the Purchaser will not be taken into account in Tender evaluation
- 33.5 If applicable, the estimated effect of the price adjustment provisions in the Framework Agreement(s) (which determines the Contract Price for a Call-off Contract), applied over the Term of the Framework Agreement, shall not be taken into account in the Primary Procurement Tender evaluation.
- 33.6 The Procurement Entity's evaluation of a Tender will exclude and not take into account:
- (a) in the case of Goods manufactured in Ghana, sales and other similar taxes, which will be payable on the Goods if a Call-off Contract is awarded to the Tenderer;
  - (b) in the case of Goods manufactured outside Ghana, already imported or to be imported, customs duties and other import taxes levied on the imported Goods sales and other similar taxes, which will be payable on the Goods if the Call-off Contract is awarded to the Tenderer;
  - (c) if applicable, any allowance for price adjustment during the period of execution of the Call-off Contract, if provided in **Section IX: Framework Agreement Specific Provisions**.
- 33.7 The Procuring Agency's evaluation of a Tender may require the consideration of other factors, in addition to the Tender Price quoted in accordance with **ITT 14**. These factors may be related to the characteristics, performance, and terms and conditions of purchase

of the Goods and Related Services or geographic location. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of Bids, unless otherwise specified **in the TDS** from amongst those set out in Section III, Evaluation and Qualification Criteria.

- 34 Comparison of Tenders** 34.1 The Procurement Entity shall compare the evaluated costs of all substantially responsive Tenders established in accordance with **ITT 33** to determine the ranking of Tenders based on the lowest evaluated cost. The comparison shall be on the basis of DDP (place of final destination) prices for imported Goods and EXW prices, custom duties plus cost of inland transportation and insurance to place of destination, for Goods manufactured within Ghana, together with prices for any required installation, training, commissioning and other Related Services.
- 35 Qualification of the Tenderer(s)** 35.1 Before concluding a Framework Agreement(s), the Procurement Entity shall determine, to its satisfaction, whether the eligible Tenderer(s) with substantially responsive Tender(s) that are able to meet the Framework Agreement criteria, meet(s) the qualifying criteria specified in **Section III**, Evaluation and Qualification Criteria.
- 35.2 The determination shall be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer, pursuant to **ITT 17**. The determination shall not take into consideration the qualifications of other firms such as the Tenderer's subsidiaries, parent entities, affiliates, subcontractors (other than specialized subcontractors if permitted in the Tender document), or any other firm(s) different from the Tenderer.
- 35.3 An affirmative determination shall be a prerequisite for the conclusion of the Framework Agreement (s) to the Tenderer. A negative determination shall result in disqualification of the Tender.
- 36 Procurement Entity's Right to Accept Any Tender, and to Reject Any or All Tenders** 36.1 The Procurement Entity reserves the right to accept or reject any Tender, and to annul the Tendering process and reject all Tenders at any time prior to the conclusion of a Framework Agreement(s), without thereby incurring any liability to Tenderers. In case of annulment, all Tenders submitted shall be promptly returned to the Tenderers.

## F. Conclusion of a Framework Agreement

- 37 Framework Agreement Criteria**
- 37.1 This is a Closed Framework Agreement, i.e., no new firm(s) may conclude Framework Agreement(s) during the Term of the Framework Agreement
- 37.2 The Procurement Entity shall specify **in Section III** Evaluation and Qualification Criteria, the criteria that will apply in the selection of Tenderer(s), with whom a Framework Agreement(s) may be concluded.
- 38 Notification to Conclude a Framework Agreement**
- 38.1 Prior to the expiration of the Tender Validity Period, the Procurement Entity shall transmit to the successful Tenderer(s) a Notification to Conclude a Framework Agreement, attaching the Framework Agreement for signature by the Tenderer.
- 39 Obligation to Procure**
- 39.1 The conclusion of a Framework Agreement shall not impose any obligation on the Entity to procure any Goods under the Framework Agreement.
- 40 Debriefing by the Procurement Entity**
- 40.1 Debriefings of unsuccessful Tenderers may be done in writing or verbally (over the phone or video conference) or in person. The Tenderers shall bear their own costs of attending such a debriefing meeting as provided for under **Section VIII**.
- 41 Signing the Framework Agreement**
- 41.1 Unless an earlier deadline is stipulated **in the TDS**, the Tenderer shall sign, date and return the Framework Agreement within twenty-eight (28) days of receipt of the same.
- 41.2 In case of Multi-User Framework Agreement, the Procurement Agent/Lead Entity shall sign each Framework Agreement on behalf of all participating Entities.
- 42 Publication of the Conclusion of Framework Agreement Notice**
- 42.1 The Procurement Entity shall promptly issue notice of contract award on the website of the Public Procurement Authority or as provided in Regulations.

- 43 Procurement Related Complaint** 43.1 The procedures for making a Procurement-related Complaint are as specified **in the Public Procurement Act, 2003 (Act 663)** as amended.

## Tender Data Sheet (TDS)

The following specific data for the Goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Tenderers (ITT). Whenever there is a conflict, the provisions **in the TDS** shall prevail over those in ITT.

*[Where an e-procurement system is used, modify the relevant parts of the TDS accordingly to reflect the e-procurement process.]*

*[Instructions for completing the Tender Data Sheet are provided, as needed, in the notes in italics mentioned for the relevant ITT.]*

<b>A. General</b>	
<b>ITT 1.1</b>	<p>The Procurement Entity is: <i>[insert name of the Procurement Entity]</i></p> <p>The Procurement Entity is <i>[select the capacity in which the Procurement Entity is acting, from one of the following:]</i></p> <p><i>OPTION 1: “the Entity that will conclude, administer and manage the Framework Agreement, and be the sole Procurement Entity under the Framework Agreement.”</i></p> <p><i>OR</i></p> <p><i>OPTION 2: “the Entity acting for, and on behalf of, [select “the Procurement Entity” or “all participating Procurement Entities”] in concluding the Framework Agreement.”</i></p> <p>The reference number of the Invitation for Tenders (IFT) is: <i>[insert reference number of the Invitation for Tenders]</i></p> <p>The name of the IFT is: <i>[insert name of the IFT]</i></p> <p><i>[if applicable and if this is for a Single- Supplier FWA, include the following:]</i></p> <p>The number and identification of lots (contracts) comprising this IFT is: <i>[insert number and identification of lots (contracts).]</i></p>
<b>ITT 1.2 (a)</b>	<p><i>[delete if not applicable]</i></p> <p><b>Electronic –Procurement System</b></p> <p>The Procurement Entity shall use the following electronic-procurement system to manage this Procurement process:</p> <p><i>[insert name of the e-system and URL address or link]</i></p> <p>The electronic-procurement system shall be used to manage the following aspects of the Procurement process:</p> <p><i>[list aspects here and modify the relevant parts of the TDS accordingly e.g., issuing IFT document, submissions of Tenders, opening of Tenders]</i></p>

<b>ITT 4.1</b>	Additional provisions on eligibility of Tenderers: <i>[state revisions to ITT 4.1 if any]</i>
<b>ITT 4.5</b>	A list of debarred firms and individuals is available at: <a href="http://www.ppaghana.gov.gh">http://www.ppaghana.gov.gh</a>
<b>B. Contents of the IFT Document</b>	
<b>ITT 7.1</b>	<p>For <b>clarification of Tender purposes</b> only, the Procurement Entity’s address is:  <i>[insert the information as required below. This address may be the same as or different from that specified under ITT 20.1 for Tender submission]</i></p> <p>Attention: <i>[insert full name of person, if applicable]</i></p> <p>Address: <i>[insert street address and number]</i></p> <p>Floor/ Room number: <i>[insert floor and room number, if applicable]</i></p> <p>City: <i>[insert name of city or town]</i></p> <p>Ghana Post GPS Code: <i>[insert Ghana Post (GPS) code, if applicable]</i></p> <p>Country: <i>[insert name of country]</i></p> <p>Telephone: <i>[insert telephone number, including country and city codes]</i></p> <p>Email address: <i>[insert email address, if applicable]</i></p> <p>Requests for clarification should be received by the Procurement Entity no later than: <i>[insert a date; or the number of Business Days “before the deadline for submission of Tenders”]</i>.</p> <p>Web page: <i>[in case used, identify the website with free access where Primary Procurement information is published]</i></p>
<b>C. Preparation of Tenders</b>	
<b>ITT 11.1 (h)</b>	The Tenderer shall submit the following additional documents in its Tender: <i>[list any additional document not already listed in ITT 11.1 that must be submitted with the Tender]</i>
<b>ITT 12.1</b>	<i>Alternative Tenders “are” or “are not” permitted (select as applicable).</i>
<b>ITT 14.2</b>	<i>[Note: For Single-Supplier FWA, providing the estimated items and quantities over the FWA should reasonably enable Tenderers to offer their unit prices in a competitive manner. However, for Multi-Supplier FWA, the Procurement Entity may choose, depending on the nature and type of procurement, to provide either the estimated quantities over the FWA period or the range of call off quantities. Choose either Option 1 or Option 2 below]</i>

	<p><i>Option 1- Single-Supplier FWA</i></p> <p>Prices quoted for a <u>lot</u> (contract) shall correspond at least to <i>[insert figure as applicable, e.g. one hundred]</i> percent of the items specified for the lot (contract) in the Price Schedules. Prices quoted for <u>each item</u> of a lot shall correspond to <i>one hundred</i> percent of the estimated quantities over the FWA period specified in the Price Schedules for the item.</p> <p><i>Or0</i></p> <p><i>Option 2- Multi- Supplier FWA</i></p> <p>Tenderers may quote their unit prices against any item and estimated quantities over the FWA period or one or more of the ranges of Call-off quantities for the item as specified in the Schedule of Prices.]</p>
<b>ITT 14.3</b>	<p><i>[ Consistent with TDS ITT 14.2 above, choose either Option 1 or Option 2 below:]</i></p> <p><i>Option 1- Single-Supplier FWA</i></p> <p>The price to be quoted in the Letter of Tender in accordance with <b>ITT 12.1</b> shall be the total Tender price for the specified items or Lots, as applicable.</p> <p><i>Option 2- Multi- Supplier FWA</i></p> <p>The price to be quoted in the Letter of Tender in accordance with <b>ITT 12.1</b> shall be (i) the total Tender prices against the estimated quantities over the FWA period or (ii) the unit Tender price against the range of Call-off quantities, as specified in the Schedule of prices.]</p>
<b>ITT 14.6</b>	The <b>Incoterms</b> edition that will apply to Framework Agreement Call-off Contracts is: <i>[insert relevant edition]</i> .
<b>ITT 14.7 (b)(i) and (c)(v)</b>	<b>Named place(s) of destination</b> , as per Incoterms used, is <i>[insert named place of destination]</i> .
<b>ITT 14.7 (a)(iii) (b)(ii) and (c)(v)</b>	<p><b>Final Destination/s (Project Sites)</b> will be specified in each Call-off Contract awarded under the Framework Agreement. If the final destination is different from the named place of destination for <b>CIP</b>, the Procurement Entity will pay the Supplier the reasonable costs for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination (Project Site). The Procurement Entity will also pay the Supplier, for price quoted EXW, the reasonable costs for inland transportation, insurance, and other local services required to convey the Goods to their final destination (Project Site).</p> <p><i>[Note: alternatively, if the final destinations are known, Tenderers may be requested</i></p>

	<i>to include the unit prices for each item for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination (Project Site). In this case the Price Schedules shall be modified accordingly].</i>
<b>ITT 15.1</b>	The Tenderer [ <i>insert “is” or “is not”</i> ] required to quote in Ghana Cedis.
<b>ITT 16.4</b>	Period of time the Goods are expected to be functioning (for the purpose of spare parts): [ <i>insert duration</i> ] following acceptance of the Goods by the Procurement Entity under a Call-off Contract.
<b>ITT 17.2 (a)</b>	<b>Manufacturer’s authorization</b> is [ <i>insert “required.” or “not required.”</i> ]
<b>ITT 17.2 (b)</b>	<b>After sales service</b> is [ <i>insert “required.” or “not required.”</i> ]
<b>ITT 18.1</b>	The <b>Tender validity period</b> shall be [ <i>insert the term of the Framework Agreement</i> ] days.
<b>ITT 20.1</b>	In addition to the original of the Tender, the <b>number of copies</b> to be delivered to the Procurement Entity is [ <i>insert number (insert figure)</i> ] copies.
<b>ITT 20.3</b>	The written confirmation of <b>authorization to sign</b> on behalf of the Tenderer shall consist of [ <i>insert the name and description of the documentation required to demonstrate the authority of the signatory to sign the Tender on behalf of the Tenderer</i> ].
<b>D. Submission and Opening of Tenders</b>	
<b>ITT 22.1</b>	For <b>Tender submission purpose</b> only, the Procurement Entity’s address is: [ <i>This address may be the same as or different from that specified under ITT 7.1 for clarifications</i> ] Attention: [ <i>insert full name of person, if applicable</i> ] Street Address: [ <i>insert street address and number</i> ] Floor/ Room number: [ <i>insert floor and room number, if applicable</i> ] City: [ <i>insert name of city or town</i> ] Ghana Post GPS Code: [ <i>insert Ghana Post (GPS) code, if applicable</i> ] Country: [ <i>insert name of country</i> ] <b>The deadline for Tender submission is:</b>



	<p>Date: <i>[insert month, day and year, e.g. June 15<sup>th</sup>,2020]</i></p> <p>Time: <i>[insert time, and identify if a.m. or p.m., e.g. 10:30 a.m.]</i></p> <p><i>[Note: The date and time should be the same as those provided in the Invitation for Tenders, unless subsequently amended pursuant to ITT 20.2.]</i></p> <p>Tenderers <i>[insert “shall” or “shall not”]</i> have the option of submitting their Tenders electronically.</p> <p><i>[Note: The following provision should be included, and the required information inserted <u>only</u> if Tenderers have the option of submitting their Tenders electronically. Otherwise omit.]</i></p> <p><i>[The electronic Procurement submission procedures shall be: <i>[insert a description of the electronic Procurement submission procedures that must be followed]</i></i></p>
<b>ITT 25.1</b>	<p>The <b>Tender opening</b> shall take place at:</p> <p>Street Address: <i>[insert street address and number]</i></p> <p>Floor/ Room number: <i>[insert floor and room number, if applicable]</i></p> <p>City: <i>[insert name of city or town]</i></p> <p>Country: <i>[insert name of country]</i></p> <p>Date: <i>[insert month, day and year, e.g. June 15<sup>th</sup>, 2020]</i></p> <p>Time: <i>[insert time and identify if a.m. or p.m. e.g. 10:30 a.m.]</i> <i>[Date and time should be the same as those given for the deadline for submission of Tenders (ITT 22).]</i></p> <p><i>[Note: The following provision should be included, and the required corresponding information inserted only if Tenderers have the option of submitting their Tenders electronically. Otherwise omit.]</i></p> <p>The <b>electronic Tender opening</b> procedures shall be: <i>[insert a description of the electronic Tender opening procedures that shall apply.]</i></p>
<b>ITT 25.6</b>	<p>The Letter of Tender shall be numbered and initialed by <i>[insert number]</i> representatives of the Procurement Entity conducting Tender opening.</p>
<b>E. Evaluation and Comparison of Tenders</b>	
<b>ITT 29.2</b>	<p>Additional responsiveness requirement are: <i>(insert additional responsiveness requirements)</i></p>
<b>ITT 30.2</b>	<p>The adjustment shall be based on the <i>[select “average” or “highest”]</i> price of the item or component as quoted in other substantially responsive Tenders. If the price of the item or component cannot be derived from the price of other substantially responsive Tenders, the Procurement Entity shall use its best</p>

	estimate.
<b>ITT 32.1</b>	Margin of Preference is <i>(applicable/not applicable)</i>
<b>ITT 33.3(a)</b>	<p>Evaluation will be done for <i>[Select: “Items” or “Lots (contracts)”]</i>  <i>[For Single-Supplier FWA, Select one of the two options below as appropriate]</i></p> <p><i>[OPTION 1</i>  “Tenders will be evaluated on item by item basis.”]  <i>or</i>  <i>[OPTION 2:</i>  “Tenders will be evaluated lot by lot. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items. An item not listed in the Price Schedule shall be assumed to be not included in the Tender, and provided that the Tender is substantially responsive, the <i>[select “average” or “highest”]</i> price of the item quoted by substantially responsive Tenderers will be added to the Tender price and the equivalent total cost of the Tender so determined will be used for price comparison.”]  <i>[For Multi-Supplier FWA, insert the following</i></p> <p><i>OPTION 1: If range of Call-off quantities is provided insert the following:</i>  “Tenders will be evaluated for each range of Call-off quantities of an item”</p> <p><i>OPTION 2: if the estimated quantities over the FWA period is provided insert one of the following as applicable:</i></p> <p><i>[OPTION 2-1:</i>  “Tenders will be evaluated on item by item basis.”]  <i>or</i>  <i>[OPTION 2-2:</i>  “Tenders will be evaluated lot by lot. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items. An item not listed in the Price Schedule shall be assumed to be not included in the Tender, and provided that the Tender is substantially responsive, the <i>[select “average” or “highest”]</i> price of the item quoted by substantially responsive Tenderers will be added to the Tender price and the equivalent total cost of the Tender so determined will be used for price comparison.”]  </p>

33.6	<p>The consideration of other factors during the evaluation, in addition to the Tender Price quoted, include the factors set out below as more fully described in Section III, Evaluation and Qualification Criteria;</p> <p>(a) Deviation in Delivery schedule: <i>[insert Yes or No. If yes insert the adjustment factor in Section III, Evaluation and Qualification Criteria]</i></p> <p>(b) Deviation in Payment schedule: <i>[insert Yes or No. If yes insert the adjustment factor in Section III, Evaluation and Qualification Criteria]</i></p> <p>(c) The Cost of major replacement component, mandatory spare parts, and service: <i>[insert Yes or No. If yes, insert the Methodology and criteria in Section III, Evaluation and Qualification Criteria]</i></p> <p>(d) Contractual and Commercial Deviations: <i>[insert Yes or No. If yes insert the adjustment factor in Section III, Evaluation and Qualification Criteria]</i></p> <p>(e) The availability in the Purchaser’s Country of spare parts and after-sales services for the equipment offered in the Tender <i>[insert Yes or No. If yes, insert the Methodology and criteria in Section III, Evaluation and Qualification Criteria]</i></p> <p>(f) Life Cycle Costs: the costs during the life of the goods or equipment <i>[insert Yes or No. If yes, insert the Methodology and criteria in Section III, Evaluation and Qualification Criteria]</i></p> <p>(g) The Performance and Productivity of the equipment offered; <i>[Insert Yes or No. If yes, insert the Methodology and criteria]</i></p> <p>(h) <i>[insert any other specific criteria in Section III, Evaluation and Qualification Criteria]</i></p>
<b>F. Concluding a Framework Agreement</b>	
ITT 41.1	Signed framework Agreement shall be returned within.....days of receipt of same.
ITT 41.1	<p><b>Signing the Framework Agreement</b></p> <p>The Tenderer shall sign, date and return the Framework Agreement within <i>[insert number of days (insert in figures)]</i> days of receipt of the same.</p> <p><i>[Note: The normal time for signing is 28 days. However, with an FWA there is no Performance Security to be arranged at this stage, so the time for signing may be reduced.]</i></p>



## Section III - Evaluation and Qualification Criteria

This Section contains the criteria that the Procurement Entity shall use to conclude a Framework Agreement(s). The criteria and methodology described is to evaluate Tenders and qualify Tenderers. No other factors, methods or criteria shall be used other than specified in this IFT document for the Primary Procurement process.

*[The Procurement Entity shall select the criteria deemed appropriate for the Primary Procurement process, insert the appropriate wording using the samples below or other acceptable wording, and delete the text in italics]*

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3. Post Qualification Criteria (ITT 35) .....	39

## 1. Evaluation of Tenders (ITT 33)

### Evaluation Criteria (ITT 33)

The Procurement Entity's evaluation of a Tender may take into account, in addition to the Tender Price quoted in accordance with **ITT 14**, one or more of the following factors as specified in **ITT 33.7** and in **TDS** referring to **ITT 33.6** using the following criteria and methodologies.

(a) **Delivery schedule. (As per Incoterms specified in the TDS)**

*The Goods covered under this Invitation are required to be delivered (shipped) within an acceptable range of days/weeks/months [as applicable] specified in the Schedule of Requirement. No credit will be given to earlier deliveries, and Tenders offering delivery beyond this range will be treated as nonresponsive. Within this acceptable range, an adjustment per day [insert the adjustment factor], will be added for evaluation to the Tender Price of Tenders offering delivery later than the Earliest Delivery Period specified in the Schedule of Requirements.*

(b) **Deviation in Payment Schedule. [Insert the following]**

*The SCC stipulates the payment schedule specified by the Purchaser. If a Bid deviates from the schedule and if such deviation is considered acceptable to the Purchaser, the Bid will be evaluated by calculating interest earned for any earlier payments involved in the terms outlined in the Bid as compared with those stipulated in the SCC, at the rate per annum [insert adjustment rate].*

(c) **Cost of major replacement components, mandatory spare parts, and services. [Insert one of the following]**

(i) *The list of items and quantities of major assemblies, components, and selected spare parts, likely to be required during the initial period of operation specified in the **TDS 16.4**, is in the List of Goods. An adjustment equal to the total cost of these items, at the unit prices quoted in each Tender, shall be added to the Tender price, for evaluation purposes only.*

**or**

(ii) *The Purchaser will draw up a list of high-usage and high-value items of components and spare parts, along with estimated quantities of usage in the initial period of operation specified in the **TDS 16.4**. The total cost of these items and quantities will be computed from spare parts unit prices submitted by the Tenderer and added to the Tender price, for evaluation purposes only.*

**(d) Contractual and Commercial Deviations *[Insert one of the following]*.**

The cost of all quantifiable deviations and omissions from the contractual and commercial conditions shall be evaluated. The Purchaser will make its own assessment of the cost of any deviations for the purpose of ensuring fair comparison of Tenders.

**e) Availability in the Purchaser's Country of spare parts and after sales services for equipment offered in the Tender. *[Insert one of the following]***

*An adjustment equal to the cost to the Purchaser of establishing the minimum service facilities and parts inventories if quoted separately, shall be added to the Bid price, for evaluation purposes only.*

**(f) Life Cycle Costs:**

If specified in **TDS 33.6**, an adjustment to take into account the additional life cycle costs for the period specified below, such as the operating and maintenance costs of the Goods, will be added to the Tender price, for evaluation purposes only. The adjustment will be evaluated in accordance with the methodology specified below and the following information:

*[Note to Purchaser: Life cycle costing should be used when the costs of operation and/or maintenance over the specified life of the goods are estimated to be considerable in comparison with the initial cost and may vary among different Bids. Life cycle costs shall be evaluated on a net present value basis. If life cycle costs apply, then specify the factors required to determine them for evaluation purposes.*

*[Either amend the following text as required, or delete if life cycle cost is not applicable]*

- (i) number of years for life cycle cost determination *[insert the number of years]*;
- (ii) the discount rate to be applied to determine the net present value of future operation and maintenance costs (recurrent costs) is *[insert the discount rate]*;
- (iii) the annual operating and maintenance costs (recurrent costs) shall be determined on the basis of the following methodology: *[insert methodology]*;
- (iv) and the following information is required from bidders *[insert any information required from Tenderers, including prices]*.

**(g) Performance and productivity of the equipment: *[insert one of the following]***

- (i) Performance and productivity of the equipment. An adjustment representing the capitalized cost of additional operating costs over the life of the goods will be added to the Bid price, for evaluation purposes if specified in the TDS 33.6. The adjustment will be evaluated based on the drop in the guaranteed performance or efficiency offered in the Tender below the norm of 100, using the methodology specified below.

*[Insert the methodology and criteria, if applicable]*

**or**

- (i) An adjustment to take into account the productivity of the goods offered in the Tender will be added to the Tender price, for evaluation purposes only, if specified in **TDS 33.6**. The adjustment will be evaluated based on the cost per unit of the actual productivity of goods offered in the Tender with respect to minimum required values, using the methodology specified below.

*[Insert the methodology and criteria if applicable]*

(h) **Specific additional criteria**

*[Other specific additional criteria to be considered in the evaluation, and the evaluation method shall be detailed in TDS 33.6][If specific **sustainable procurement technical requirements** have been specified in Section VII- Specification, **either** state that (i) those requirements will be evaluated on a pass/fail (compliance basis) **or** otherwise (ii) in addition to evaluating those requirements on a pass/fail (compliance basis), if applicable, specify the monetary adjustments to be applied to Tender Prices for comparison purposes on account of Tenders that exceed the specified minimum sustainable procurement technical requirements.]*

## **2. Criteria to conclude a Framework Agreement(s) (ITT 37)**

*[Select the appropriate option and add such additional criteria, as is appropriate]*

### **Criteria for a Single-Supplier Framework Agreement:**

The Procurement Entity will conclude the Framework Agreement with the Tenderer that meets the qualification criteria and whose Tender has been determined to be:

- (a) substantially responsive to the Tender document; and
- (b) the lowest evaluated cost [, and]
- (c) *[Insert any additional criteria e.g. criteria related to selection based on a geographic spread of Suppliers.]*

*OR*

### **Criteria for a Multi-Supplier Framework Agreement:**

The Procurement Entity will conclude Framework Agreements with the Tenderers that meet the qualification criteria and whose Tenders have been determined to be substantially responsive as follows;

- (a) All Tenderers shall be ranked in terms of evaluated cost(s), with the first ranked being the lowest evaluated cost, the second ranked being the second lowest evaluated cost, and so on.



- (b) The Procurement Entity will conclude an FWA with:
  - (i) All the Tenderers ranked in (a) above if no maximum number of suppliers is specified in **TDS ITT 1.2 (I)**.
  - (ii) the Tenderers ranked first up to the maximum number of suppliers (y) specified in the **TDS ITT 1.2 (I)**.
- (c) If the number of Tenderers is less than the minimum (x) specified in the **TDS ITT 1.2 (I)**, the Procurement Entity may decide to invite new Tenders. Alternatively, the Procurement Entity may conclude the FWA with all those Tenderers where, an insufficient number of Tenders are received, or an insufficient number of Tenders meet the criteria for conclusion of Framework Agreements.
- (d) *[Insert any additional criteria e.g. criteria related to selection based on a spread of geographic locations.]*

### 3. Post Qualification Criteria (ITT 35)

After determining the substantially responsive Tender which offers the lowest-evaluated cost in accordance with **ITT 34**, the Procurement Entity shall carry out the post-qualification of the Tenderer in accordance with **ITT 35**, using only the requirements specified. Requirements not included in the text below shall not be used in the evaluation of the Tenderer's qualifications.

- (a) The Procurement Entity will determine to its satisfaction whether the Tenderer selected as having submitted the lowest evaluated responsive Tender is qualified to satisfactorily perform the Contract.
- (b) The determination will take into account the Tenderer's financial, technical and production capabilities/ resources. It will be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer, as well as such other information as the Procurement Entity deems necessary and appropriate.
- (c) An affirmative determination will be a prerequisite for award of the Contract to the Tenderer. A negative determination will result in rejection of the Tenderer's Tender, in which event the Procurement Entity will proceed to the next lowest evaluated Tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

# Section IV - Tender Forms

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# Letter of Tender

## Primary Procurement - Framework Agreement Goods

*INSTRUCTIONS TO TENDERERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE DOCUMENT*

*The Tenderer must prepare this Letter of Tender on stationery with its letterhead clearly showing the Tenderer's complete name and business address.*

*Note: All italicized text is to help Tenderers in preparing this form.*

### **Framework Agreement - Goods**

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

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

**Alternative No.:** *[insert identification No if this is a Tender for an alternative]*

**To:** *[insert complete name of Procurement Entity]*

- (a) **No reservations:** We have examined and have no reservations to the IFT document, including addenda issued in accordance with Instructions to Tenderers (**ITT 8**);
- (b) **Eligibility:** We meet the eligibility requirements and have no conflict of interest in accordance with **ITT 4**;
- (c) **Eligible Goods and Related Services:** If we conclude a Framework Agreement, the Goods and Related Services that we may supply under a Call-off Contract awarded under the Framework Agreement, shall be sourced from an eligible country in accordance with **ITT 5**. The Goods and Related Services shall be sourced from *[insert name of the country(ies)]*
- (d) **Tender Securing Declaration:** *[select OPTION 1 or 2 as applicable]*

#### *OPTION 1*

“We have neither been suspended nor declared ineligible by the Procurement Entity(ies) based on execution of a Tender-Securing Declaration in Ghana with **ITT 19** or

#### *OPTION 2*

“We have been suspended or declared ineligible by the following entities based on execution of a Tender-Securing Declaration or Proposal-Securing Declaration in the Procurement Entity’s Country in accordance with **ITT 19** *[insert name of entities]*”;

- (e) **Conformity:** We offer to supply, in conformity with the IFT document and in accordance with **Section V-** Schedule of Requirements, the following Goods: [*insert a brief description of the Goods and Related Services*];
- (f) **Tender Price:** [*Select one of the following four options with respect to Tender Price*]

**For Multi Supplier FWA**

*OPTION 1- [If range of Call-off quantities is provided by the Procurement Entity in the Price Schedules]*

“The unit price/s of our Tender excluding any discounts offered in item (g) below is [*insert the unit price/s of the Tender in words and figures, against the range of quantities provided by the Procurement Entity in the Price Schedules in the table below*”

Item No.	Description	Range of Quantities	Tender Unit Price and Currency
1.	...	... - ...	
		... - ...	
		... - ...	
2.	...		
3.	...		

*OPTION 2- [If estimated quantities over FWA period is provided by the Procurement Entity in the Price Schedules]*

“The total price of our Tender, excluding any discounts offered in item (g) below is: [*insert the total price of the Tender in words and figures, indicating the various amounts and the respective currencies*”

**For Single Supplier FWA**

*OPTION 3- [For Single Lot]*

“The total price of our Tender, excluding any discounts offered in item (f) below is: [*insert the total price of the Tender in words and figures, indicating the various amounts and the respective currencies*”

*OPTION 4 - [For Multiple Lots]*

“The total price of each lot [*insert the total price of each lot in words and figures, indicating the various amounts and the respective currencies*]; and (b) Total price of all lots (sum of all lots) [*insert the total price of all lots in words and figures, indicating the various amounts and the respective currencies*]”

- (g) **Unconditional Discounts:** The unconditional discounts offered are: [Specify in detail each unconditional discount offered.]
- The exact method of calculations to determine the net price after application of unconditional discounts is shown below: [*Specify in detail the method that shall be used to apply the discounts*];
- (h) **Tender Validity Period:** Our Tender shall be valid for the period specified in **TDS 18.1** (as amended, if applicable) from the date fixed for the Tender submission deadline specified in **TDS 22.1** (as amended, if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (i) **Performance Security:** If our Tender is accepted and we conclude a Framework Agreement, we understand that we may be required, as a condition of a subsequent Call-off Contract, to obtain a performance security;
- (j) **One Tender per Tenderer:** We are not submitting any other Tender(s) as an individual Tenderer, and we are not participating in any other Tender(s) as a Joint Venture member, or as a subcontractor, and meet the requirements of **ITT 4.5**;
- (k) **Suspension and Debarment:** We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the PPA;
- (l) **State-Owned Enterprise or Institution:** [*select the appropriate option and delete the other*] [*We are not a state-owned enterprise or institution*] / [*We are a state-owned enterprise or institution but meet the requirements of ITT 4.2*];
- (m) **Not Bound to Procure:** We understand that there is no obligation on the Procurement Entity(ies) to procure any Goods, and/or Related Services from any FWA Supplier during the Term of the Framework Agreement.
- (n) **No expectation of Call-off Contract:** We confirm that no undertaking or any form of statement, promise, representation or obligation has been made by the Procurement Entity in respect of the total quantities or value of the Goods that may be ordered by it, or any participating Procurement Entity(ies), in accordance with this Framework Agreement. We acknowledge and agree that we have not submitted this Tender on the basis of any such undertaking, statement, promise or representation. If we conclude a Framework Agreement, we have no legitimate expectation of being awarded a Call-off Contract under the Framework Agreement.

- (o) **Not Bound to Accept:** In relation to this Primary Procurement, we understand that you are not bound to accept any Tender that you may receive.
- (p) **Fraud and Corruption:** We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption.

**Name of the Tenderer:** *\*[insert complete name of the Tenderer]*

**Name of the person duly authorized to sign the Tender on behalf of the Tenderer:**  
*\*\*[insert complete name of person duly authorized to sign the Tender]*

**Title of the person signing the Tender:** *[insert complete title of the person signing the Tender]*

**Signature of the person named above:** *[insert signature of person whose name and capacity are shown above]*

**Date signed** *[insert date of signing]* **day of** *[insert month]*, *[insert year]*

\* In the case of the Tender submitted by a Joint Venture specify the name of the Joint Venture as Tenderer.

\*\* Person signing the Tender shall have the power of attorney given by the Tenderer. The power of attorney shall be attached with the Tender Schedules.

## Tenderer Information Form

### Primary Procurement - Framework Agreement Goods

*[The Tenderer shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]*

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

**Package No.:** *[insert number of IFT process]*

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

1. Tenderer's Name <i>[insert Tenderer's legal name]</i>
2. In case of JV, legal name of each member: <i>[insert legal name of each member in JV]</i>
3. Tenderer's actual or intended country of registration: <i>[insert actual or intended country of registration]</i>
4. Tenderer's year of registration: <i>[insert Tenderer's year of registration]</i>
5. Tenderer's Address in country of registration: <i>[insert Tenderer's legal address in country of registration]</i>
6. Tenderer's Authorized Representative Information <b>Name:</b> <i>[insert Authorized Representative's name]</i> <b>Address:</b> <i>[insert Authorized Representative's Address]</i> <b>Telephone:</b> <i>[insert Authorized Representative's telephone]</i> <b>Email Address:</b> <i>[insert Authorized Representative's email address]</i>
7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with <b>ITT 17</b> <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with <b>ITT 4.3</b> . <input type="checkbox"/> In case of state-owned enterprise or institution, in accordance with <b>ITT 4.2</b> documents establishing: <ul style="list-style-type: none"> <li>• Legal and financial autonomy</li> <li>• Operation under commercial law</li> <li>• Establishing that the Tenderer is not under the supervision of the Procurement Entity.</li> </ul>
8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

## Tenderer's JV Members Information Form Primary Procurement - Framework Agreement Goods

*[The Tenderer shall fill in this Form in accordance with the instructions indicated below.  
The following table shall be filled in for the Tenderer and for each member of a Joint  
Venture]].*

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

Package No.: *[insert number of IFT process]*

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

1. Tenderer's Name: <i>[insert Tenderer's legal name]</i>
2. Tenderer's JV Member's name: <i>[insert JV's Member legal name]</i>
3. Tenderer's JV Member's country of registration: <i>[insert JV's Member country of registration]</i>
4. Tenderer's JV Member's year of registration: <i>[insert JV's Member year of registration]</i>
5. Tenderer's JV Member's legal address in country of registration: <i>[insert JV's Member legal address in country of registration]</i>
6. Tenderer's JV Member's authorized representative information <b>Name:</b> <i>[insert name of JV's Member authorized representative]</i> <b>Address:</b> <i>[insert address of JV's Member authorized representative]</i> <b>Telephone numbers:</b> <i>[insert telephone numbers of JV's Member authorized representative]</i> <b>Email Address:</b> <i>[insert email address of JV's Member authorized representative]</i>
7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with <b>ITT 17</b> . <input type="checkbox"/> In case of a state-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and that they are not under the supervision of the Procurement Entity, in accordance with <b>ITT 4.2</b> .
8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.



## Price Schedule Forms

*[Note to the Procurement Entity:*

*Two set of Price Schedule templates are provided for Multi-Supplier based on range of Call-off quantities and Single-Supplier FWA based on estimated quantities over the FWA period respectively. The Procurement Entity shall use either one of the sets depending on the type of FWA and delete the other.*

*For Multi-Supplier FWA, if the Procurement Entity find it to be more appropriate to provide estimated quantities over the FWA period instead of range of quantities for individual Call-offs, use the set of tables for single supplier FWA.]*

*[The Tenderer shall fill in these Price Schedule Forms in accordance with the instructions indicated. The list of line items in column 1 of the **Price Schedules** shall coincide with the List of Goods and Related Services specified by the Procurement Entity in the Schedule of Requirements.]*



## Multi-Supplier FWA- Price Schedule: Goods Manufactured Outside Ghana, to be Imported

Date: _____ Package No: _____ Page N° _____ of _____						
1	2	3	4	5		6
Line Item N°	Description of Goods	Country of Origin	Delivery Period as defined by Incoterms	Indicative Quantity and physical unit per individual Call-off		Unit price DDP <i>[insert place of destination]</i> in accordance with ITT 14.7(b)(i)
				Minimum	Maximum	
<i>[insert number of the item]</i>	<i>[insert name of good]</i>	<i>[insert country of origin of the Good]</i>	<i>[insert the Delivery Period]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert unit price DDP per line item]</i>
Name of Tenderer <i>[insert complete name of Tenderer]</i> Signature of Tenderer <i>[signature of person signing the Tender]</i> Date <i>[Insert Date]</i>						
<i>Note to the Procurement Entity:</i> <ul style="list-style-type: none"> <li>• Information for columns 1, 2, 4, and 5 to be inserted by the Procurement Entity</li> <li>• If the items comprise of sub-items, insert the corresponding sub-item information and ensure that the range of quantities for sub-items is the same as the range of quantities for items otherwise evaluation becomes difficult. If there is a necessity to have different range of quantities, treat them as separate items.</li> <li>• Indicate multiple ranges for each item as applicable</li> <li>• If the final destinations are known at the time of issuance of the tender document for primary procurement process add a column requesting “price per line item for inland transportation and other Related Services required in the Procurement Entity’s Country to convey the Goods to their final destination specified in TDS</li> </ul>						

## Multi-Supplier FWA- Price Schedule: Goods Manufactured Outside Ghana, already Imported

Date: _____									
Package No: _____									
Page N° _____ of _____									
1	2	3	4	5		6	7	8	9
Line Item N°	Description of Goods	Country of Origin	Delivery Period as defined by Incoterms	Indicative Quantity and physical unit per individual Call-off		Unit price including Custom Duties and Import Taxes paid, in accordance with ITT 14.7(c)(i)	Custom Duties and Import Taxes paid per unit in accordance with ITT 14.7(c)(ii), [to be supported by documents]	Unit Price net of custom duties and import taxes, in accordance with ITT 14.7 (c) (iii) Col. 6 minus Col.7)	Sales and other taxes paid or payable per item if Framework Agreement is concluded (in accordance with ITT 14.7(c)(iv)
				Minimum	Maximum				
<i>[insert number of the item]</i>	<i>[insert name of Goods]</i>	<i>[insert country of origin of the Good]</i>	<i>[insert Delivery Period]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert unit price per unit]</i>	<i>[insert custom duties and taxes paid per unit]</i>	<i>[insert unit price net of custom duties and import taxes]</i>	<i>[insert sales and other taxes payable per item if Framework Agreement is concluded]</i>
Name of Tenderer <i>[insert complete name of Tenderer]</i> Signature of Tenderer <i>[signature of person signing the Tender]</i> Date <i>[insert date]</i>									
<p><i>Note to the Procurement Entity:</i></p> <ul style="list-style-type: none"> <li>• <i>Information for columns 1, 2, 4, and 5 to be inserted by the Procurement Entity</i></li> <li>• <i>If the items comprise of sub-items, insert the corresponding sub-item information and ensure that the range of quantities for sub-items is the same as the range of quantities for items otherwise evaluation becomes difficult. If there is a necessity to have different range of quantities, treat them as separate items.</i></li> <li>• <i>Indicate multiple ranges for each item as applicable</i></li> <li>• <i>If the final destinations are known at the time of issuance of the tender document for primary procurement process add a column requesting “price per line item for inland transportation and other Related Services required in the Procurement Entity’s Country to convey the Goods to their final destination specified in TDS</i></li> <li>• <i>[For previously imported Goods, the quoted price shall be distinguishable from the original import value of these Goods declared to customs and shall include any rebate or mark-up of the local agent or representative and all local costs except import duties and taxes, which have been and/or have to be paid by the Procurement Entity. For clarity, the Tenderers are asked to quote the price including import duties, and additionally to provide the import duties and the price net of import duties which is the difference of those values.]</i></li> </ul>									

## Multi-Supplier FWA- Price Schedule: Goods Manufactured in Ghana

Date: _____						
Package No: _____						
Page N° _____ of _____						
1	2	3	4		5	6
Line Item No.	Description of Goods	Delivery Period as defined by Incoterms	Indicative Quantity and physical unit		Unit price EXW	Sales and other taxes payable per line item if Framework Agreement is concluded (in accordance with ITT 14.7(a)(ii))
			Minimum	Maximum		
<i>[insert total price per item]</i>	<i>[insert name of Good]</i>	<i>[insert Delivery Period]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert EXW unit price]</i>	<i>[insert sales and other taxes payable per line item if Framework Agreement is concluded]</i>
Name of Tenderer <i>[insert complete name of Tenderer]</i> Signature of Tenderer <i>[signature of person signing the Tender]</i> Date <i>[insert date]</i>						
<p><i>Note to the Procurement Entity:</i></p> <ul style="list-style-type: none"> <li>• <i>Information for columns 1, 2, 3, and 4 to be inserted by the Procurement Entity</i></li> <li>• <i>If the items comprise of sub-items, insert the corresponding sub-item information and ensure that the range of quantities for sub-items is the same as the range of quantities for items otherwise evaluation becomes difficult. If there is a necessity to have different range of quantities, treat them as separate items.</i></li> <li>• <i>Indicate multiple ranges for each item as applicable</i></li> <li>• <i>If the final destinations are known at the time of issuance of the tender document for primary procurement process add a column requesting “price per line item for inland transportation and other Related Services required in the Procurement Entity’s Country to convey the Goods to their final destination specified in TDS</i></li> </ul>						

## Multi-Supplier FWA- Price and Completion Schedule - Related Services

Date: _____ Package No: _____ Page N° _____ of _____							
1	2.	3		4	5	6	7
Item No.	Item Description	Indicative Quantity and physical unit		Description of Services (excludes inland transportation and other Related Services required in the Procurement Entity's Country to convey the Goods to their final destination)	Country of Origin	Related Service Completion Period	Unit price
		Minimum	Maximum				
<i>[insert item number]</i>	<i>Insert name of Good</i>	<i>insert number of units to be supplied and name of the physical unit</i>	<i>insert number of units to be supplied and name of the physical unit</i>	<i>[insert name of Service]</i>	<i>[insert country of origin of the Services]</i>	<i>[insert Related Service Completion Period per item]</i>	<i>[insert unit price per item]</i>
Name of Tenderer <i>[insert complete name of Tenderer]</i> Signature of Tenderer <i>[signature of person signing the Tender]</i> Date <i>[insert date]</i>							
<p><i>Note to the Procurement Entity:</i></p> <ul style="list-style-type: none"> <li>• <i>Information for columns 1, 2, 3, 4, and 6 to be inserted by the Procurement Entity</i></li> <li>• <i>If the items comprise of sub-items, insert the corresponding sub-item information and ensure that the range of quantities for sub-items is the same as the range of quantities for items otherwise evaluation becomes difficult. If there is a necessity to have different range of quantities, treat them as separate items.</i></li> <li>• <i>Indicate multiple ranges for each item as applicable</i></li> <li>• <i>The estimated quantities or range of quantities of the items in this table shall be the same as the those specified for the supply portion in the preceding tables.</i></li> </ul>							

## Multi-Supplier FWA- Price Schedule Summary

Date: _____						
Package No: _____						
Page N° _____ of _____						
1	2	3		4	5	6
Item No	Description of Goods	Indicative Quantity and physical unit		Tender Unit Price Supply portion	Tender Unit Price Related Services	Total Tender Unit Price (4+5)
		Minimum	Maximum			
<i>[insert Item No.]</i>	<i>[insert name of Good]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert unit price]</i>	<i>[insert unit price]</i>	<i>[insert total Tender unit price]</i>
		Name of Tenderer <i>[insert complete name of Tenderer]</i> Signature of Tenderer <i>[signature of person signing the Tender]</i> Date <i>[insert date]</i>				
<p><i>Note to the Procurement Entity:</i></p> <ul style="list-style-type: none"> <li>• <i>Information for columns 1, 2, and 3 to be inserted by the Procurement Entity</i></li> <li>• <i>If the items comprise of sub-items, insert the corresponding sub-item information and ensure that the range of quantities for sub-items is the same as the range of quantities for items otherwise evaluation becomes difficult. If there is a necessity to have different range of quantities, treat them as separate items.</i></li> <li>• <i>Indicate multiple ranges for each item as applicable</i></li> <li>• <i>If the final destinations are known at the time of issuance of the tender document for primary procurement process add a column requesting “price per line item for inland transportation and other Related Services required in the Procurement Entity’s Country to convey the Goods to their final destination specified in TDS</i></li> </ul>						

## Single-Supplier FWA- Price Schedule: Goods Manufactured Outside Ghana, to be Imported

Date: _____						
Package No: _____						
Page N° _____ of _____						
1	2	3	4	5	6	7
Line Item N°	Description of Goods	Country of Origin	Delivery Period as defined by Incoterms	Estimated Quantity over FWA period and physical unit	Unit price DDP [ <i>insert place of destination</i> ] in accordance with ITT 14.7(b)(i)	DDP Price per line item (Col. 5x6)
<i>[insert number of the item]</i>	<i>[insert name of good]</i>	<i>[insert country of origin of the Good]</i>	<i>[insert quoted Delivery Date]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert unit price DDP per unit]</i>	<i>[insert total DDP price per line item]</i>
<b>Total Price</b>						
<p><i>Note to the Procurement Entity:</i></p> <ul style="list-style-type: none"> <li>• <i>If there are more than one Lot, insert a separate table for each Lot</i></li> <li>• <i>Information for columns 1, 2, 4, and 5 to be inserted by the Procurement Entity</i></li> <li>• <i>If the final destinations are known at the time of issuance of the tender document for primary procurement process add a column requesting “price per line item for inland transportation and other Related Services required in the Procurement Entity’s Country to convey the Goods to their final destination specified in TDS</i></li> </ul>						



## Single-Supplier FWA- Price Schedule: Goods Manufactured Outside Ghana, already imported\*

Date: _____									
Package No: _____									
Page N° _____ of _____									
1	2	3	4	5	6	7	8	9	10
Line Item N°	Description of Goods	Country of Origin	Delivery Period as defined by Incoterms	Estimated Quantity over FWA period and physical unit	Unit price including Custom Duties and Import Taxes paid, in accordance with ITT 14.7(c)(i)	Custom Duties and Import Taxes paid per unit in accordance with ITT 14.7(c)(ii), [to be supported by documents]	Unit Price net of custom duties and import taxes, in accordance with ITT 14.7(c)(iii) (Col. 6 minus Col.7)	Price per line item net of Custom Duties and Import Taxes paid, in accordance with ITT 14.7(c)(i) (Col. 5×8)	Sales and other taxes paid or payable per item if Contract is awarded (in accordance with ITT 14.7(c)(iv))
<i>[insert number of the item]</i>	<i>[insert name of Goods]</i>	<i>[insert country of origin of the Good]</i>	<i>[insert quoted Delivery Date]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert unit price per unit]</i>	<i>[insert custom duties and taxes paid per unit]</i>	<i>[insert unit price net of custom duties and import taxes]</i>	<i>[insert price per line item net of custom duties and import taxes]</i>	<i>[insert sales and other taxes payable per item if Contract is awarded]</i>
Total Price									
<p><i>Note to the Procurement Entity:</i></p> <ul style="list-style-type: none"> <li>• <i>If there are more than one Lot, insert a separate table for each Lot</i></li> <li>• <i>Information for columns 1, 2, 4, and 5 to be inserted by the Procurement Entity</i></li> <li>• <i>If the final destinations are known at the time of issuance of the tender document for primary procurement process add a column requesting “price per line item for inland transportation and other Related Services required in the Procurement Entity’s Country to convey the Goods to their final destination specified in TDS</i></li> </ul>									

\* [For previously imported Goods, the quoted price shall be distinguishable from the original import value of these Goods declared to customs and shall include any rebate or mark-up of the local agent or representative and all local costs except import duties and taxes, which have been and/or have to be paid by the Procurement Entity. For clarity, the Tenderers are asked to quote the price including import duties, and additionally to provide the import duties and the price net of import duties which is the difference of those values.]

## Single-Supplier FWA- Price Schedule: Goods Manufactured in Ghana

Date: _____						
Package No: _____						
Page N° _____ of _____						
1	2	3	4	5	6	7
Line Item N°	Description of Goods	Delivery Period as defined by Incoterms	Indicative Quantity over FWA period and physical unit	Unit price EXW	Total EXW price per line item (Col. 4x5)	Sales and other taxes payable per line item if Contract is awarded (in accordance with ITT 14.7(a)(ii))
<i>[insert number of the item]</i>	<i>[insert name of Good]</i>	<i>[insert quoted Delivery Date]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert EXW unit price]</i>	<i>[insert total EXW price per line item]</i>	<i>[insert sales and other taxes payable per line item if Contract is awarded]</i>
				Total Price		
Name of Tenderer <i>[insert complete name of Tenderer]</i> Signature of Tenderer <i>[signature of person signing the Tender]</i> Date <i>[insert date]</i>						
<p><i>Note to the Procurement Entity:</i></p> <ul style="list-style-type: none"> <li>• <i>If there are more than one Lot, insert a separate table for each Lot</i></li> <li>• <i>Information for columns 1, 2, 3, and 4, to be inserted by the Procurement Entity</i></li> <li>• <i>If the final destinations are known at the time of issuance of the tender document for primary procurement process add a column requesting “price per line item for inland transportation and other Related Services required in the Procurement Entity’s Country to convey the Goods to their final destination specified in TDS</i></li> </ul>						

## Single- Supplier FWA- Price and Completion Schedule - Related Services

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

Package No: \_\_\_\_\_

Page N° \_\_\_\_\_ of \_\_\_\_\_

1	2	3	4	5	6	7	8
Item No.	Item Description	Estimated Quantity over the FWA period and physical unit	Description of Services (excludes inland transportation and other Related Services required in the Procurement Entity's Country to convey the Goods to their final destination)	Country of Origin	Related Service Completion Period	Unit price	Total Price per Item (Col. 3*7 or estimate)
<i>[insert item number]</i>	<i>Insert name of Good</i>	<i>insert number of units to be supplied and name of the physical unit]</i>	<i>[insert name of Service]</i>	<i>[insert country of origin of the Services]</i>	<i>[insert Related Service Completion Period per item]</i>	<i>[insert unit price per item]</i>	<i>insert total price per item]</i>
					<i>Total Price</i>		

Name of Tenderer *[insert complete name of Tenderer]* Signature of Tenderer *[signature of person signing the Tender]* Date *[insert date]*

*Note to the Procurement Entity:*

- *If there are more than one Lot, insert a separate table for each Lot*  
*Information for columns 1, 2, 3, 4, and 6 to be inserted by the Procurement Entity*

## Manufacturer's Authorization

Date:

To: *[name of the Procurement Entity]*

WHEREAS *[name of the Manufacturer]* who are established and reputable manufacturers of *[name and/or description of the goods]* having factories at *[address of factory]*

I hereby authorize *[name and address of Agent]* to submit a Tender, and subsequently negotiate and sign the Contract with you against Package No. *[reference of the Invitation to Tender]* for the above goods manufactured by us.

We hereby extend our full guarantee and warranty as per Clause 15 of the General Conditions of Call-off Contract for the goods offered for supply by the above firm against this Invitation for Tenders.

---

*[signature for and on behalf of Manufacturer]*

Note: This letter of authority should be on the letterhead of the Manufacturer and should be signed by a person competent and having the power of attorney to bind the Manufacturer. It should be included by the Tenderer in its Tender.

---

## **Section V - Schedule of Requirements and Related Services**

## **Notes for Preparing the Estimate Schedule of Requirements**

*The Estimate Schedule of Requirements shall be included in the IFT document by the Procurement Entity, and shall cover, at a minimum, a description of the Goods and Related Services, indicative quantities that may be supplied under a Framework Agreement/s, Delivery Periods named place/s of destination, final place/s of destination (if known) and estimated requirements for Related Services, if any.*

### Estimated Schedule of Requirements- Supply of Goods

Line Item N°	Description of Goods	Physical unit	Indicative Quantity per Specified Period [e.g. Year/Quarter etc.] <i>[if applicable]</i>			Indicative total Quantity required over the term of the FWA	Delivery Period** as per Incoterms	Named Place/s of Destination	Final Place/s of Destination (Project Site) <i>[if known]</i>
			Period 1	Period 2	Period 3				

\* If the primary procurement is packages in Lots, group items under the respective Lots

\*\* “Delivery Period” is the specified period from the date of formation of a Call-off contract for delivery of the Goods as per the applicable Incoterms.





## Section VI - Technical Specifications

*The purpose of the Technical Specifications (TS), is to define the technical characteristics of the Goods and Related Services required by the Procurement Entity. The Procurement Entity shall prepare the detailed TS take into account that:*

- *The TS constitute the benchmarks against which the Procurement Entity will verify the technical responsiveness of Tenders and subsequently evaluate the Tenders. Therefore, well-defined TS will facilitate preparation of responsive Tenders by Tenderers, as well as examination, evaluation, and comparison of the Tenders by the Procurement Entity.*
- *The TS shall require that all Goods and materials to be incorporated in the Goods be new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided for otherwise in the contract.*
- *The TS shall make use of best practices. Samples of specifications from successful similar procurements in the same country or sector may provide a sound basis for drafting the TS.*
- *Standardizing technical specifications may be advantageous, depending on the complexity of the Goods and the repetitiveness of the type of procurement. Technical Specifications should be broad enough to avoid restrictions on workmanship, materials, and equipment commonly used in manufacturing similar kinds of Goods.*
- *Standards for equipment, materials, and workmanship specified in the IFT document shall not be restrictive. Recognized international standards should be specified as much as possible. Reference to brand names, catalogue numbers, or other details that limit any materials or items to a specific manufacturer should be avoided as far as possible. Where unavoidable, such item description should always be followed by the words “or substantially equivalent.”*
- *Technical Specifications shall be fully descriptive of the requirements in respect of, but not limited to, the following:*
  - (a) *Standards of materials and workmanship required for the production and manufacturing of the Goods.*
  - (b) *Any sustainable procurement technical requirements shall be clearly specified. The sustainable procurement requirements shall be specified to enable evaluation of such a requirement on a pass/fail basis. To encourage Tenderers’ innovation in addressing sustainable procurement requirements, as long as the Tender evaluation criteria specify the mechanism for monetary adjustments for the purpose of Tender comparisons, Tenderers may be invited to offer Goods that exceeds the specified minimum sustainable procurement requirements.*
  - (c) *Detailed tests required (type and number).*
  - (d) *Other additional work and/or Related Services required to achieve full delivery/completion.*

- (e) *Detailed activities to be performed by the Supplier, and any relevant activities by the Procurement Entity.*
- (f) *List of detailed functional guarantees covered by the Warranty and the specification of the liquidated damages to be applied in the event that such guarantees are not met.*

*[The TS shall specify all essential technical and performance characteristics and requirements, including guaranteed or acceptable maximum or minimum values, as appropriate. Whenever necessary, the Procurement Entity shall include an additional ad-hoc Tender form (to be an Attachment to the Letter of Tender), where the Tenderer shall provide detailed information on such technical performance characteristics in respect to the corresponding acceptable or guaranteed values.]*

*[When the Procurement Entity requests that the Tenderer provides in its Tender a part or all of the Technical Specifications, technical schedules, or other technical information, the Procurement Entity shall specify in detail the nature and extent of the required information and the manner in which it has to be presented by the Tenderer in its Tender.]*

*[If a summary of the Technical Specifications (TS) has to be provided, the Procurement Entity shall insert information in the table below. The Tenderer shall prepare a similar table to justify compliance with the requirements]*

**Summary of Technical Specifications.** *The Goods and Related Services shall comply with following Technical Specifications and Standards:*

<b>Item No</b>	<b>Name of Goods or Related Service</b>	<b>Technical Specifications and Standards</b>
<i>[insert item No]</i>	<i>[insert name]</i>	<i>[insert TS and Standards]</i>

**Detailed Technical Specifications and Standards** *[insert whenever necessary].*

*[Insert detailed description of TS]*



## **Inspections and Tests**

The following inspections and tests shall be performed: *[insert list of inspections and tests]*

## **Section VII - Framework Agreement Forms**

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# Notification to Conclude a Framework Agreement

*[Use letterhead paper of the Procurement Entity]*

*[Date]*

To: *[name and address of successful Tenderer]*

**Notification to Conclude a Framework Agreement**  
**Framework Agreement No. *[insert FWA reference number]***

This is to notify you that your Tender dated *[insert date]* to conclude a Framework Agreement in relation to the supply of *[insert short title for Goods]* is hereby accepted by our Entity.

Please sign, date and return the Framework Agreement within *[insert the applicable period for signing of the FWA in accordance of the ITT]* days of receipt of the same.

**Authorized Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title/position:** \_\_\_\_\_

**Name of Entity:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_

**Email:** \_\_\_\_\_

Attachment: Framework Agreement

## A. Framework Agreement Form

*[This form is to be completed by the Procurement Entity in accordance with the instructions provided in italicized text. The italicized text should be deleted from the final document.]*

***Note:** the terminology in relation to the parties to the Framework Agreement changes from the terminology used in relation to the parties involved in the IFT Primary Procurement process. In the Primary Procurement process the Procurement Entity is responsible for establishing the FWA(s). However, the parties to the FWA will be the “Procurement Entity (ies)” and, where appropriate, a “Lead Procurement Entity” or a “Procurement Agent” acting on behalf of a Procurement Entity(ies) and responsible for managing and administering the FWA. In the FWA, the successful Tenderer(s) is called the “Supplier”. This covers the Supplier’s capacity as both a holder of an FWA and as a Supplier under a Call off Contract.]*

This Framework Agreement [*insert reference number of the Framework Agreement*] is made for the supply of [*insert brief description of Goods and services*]

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

between

*[Select one of the three OPTIONS below]*

*[OPTION 1: for Single User Framework Agreement]*

**the Procurement Entity (ies)** [*insert complete name of the Procurement Entity/ies, the type of legal entity, (for example, “an Entity of the Ministry of the Government of {insert name of Country of Procurement Entity/ies}”, or “a corporation incorporated under the laws of Ghana*

*[OPTION 2: for a Multi-User Framework Agreement with a Lead Procurement Entity that is responsible for managing and administering the Framework Agreement, and that is also a Procurement Entity,]*

between

**the Lead Procurement Entity** [*insert complete name of the Lead Procurement Entity, the type of legal entity, or “a corporation incorporated under the laws of Ghana and having its principal place of business at [insert Lead Procurement Entity’s address] as a Procurement Entity in its own right under the framework agreement and as the Entity responsible for the management and administration of the Framework Agreement for use by the other participating Procurement Entities listed in Section [insert number] to this Framework Agreement (Procurement Entity(ies)) and*



[OPTION 3: for a Multi-User Framework Agreement with an Entity, that is not a Procurement Entity, but that is responsible for the management and administration of the Framework Agreement, for use by the Procurement Entities.]

between

**the Procurement Agent** *[insert complete name of the type of legal entity, or “a corporation incorporated under the laws of Ghana and having its principal place of business at [insert Procurement Agent’s address] as the Entity responsible for the management and administration of the Framework Agreement for use by the participating Procurement Entity listed in Section [insert number] to this Framework Agreement (Procurement Entity(ies)) and*

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

This Framework Agreement is subject to the provisions described in the Sections listed below, and any amendments.

This Framework Agreement concludes a standing offer by the Supplier to supply the specified Goods to the Procurement Entity(ies) during the Term of the Framework Agreement, as and when the Procurement Entity(ies) wishes to procure them, through a Call-off Contract.

The following documents shall be deemed to form and be read and construed as part of this Framework Agreement and, where indicated, to any Call-off Contract awarded under this Framework Agreement.

**Section VIII:** Framework Agreement General Provisions

**Section IX:** Framework Agreement Specific Provisions

**Section X:** List of Procurement Entities (if applicable)

IN WITNESS whereof, the Parties to this Framework Agreement have caused this Framework Agreement to be executed in accordance with the laws of *[insert the name of the Framework Agreement governing law country]* on the day, month and year indicated above.

*[Select one of the three options below]*

[OPTION 1: for Single User Framework Agreement]

“For and on behalf of the Procurement Entity:”

[OPTION 2: for a Multi-User Framework Agreement with a Lead Procurement Entity that is responsible for managing and administering the Framework Agreement, and that is also a Procurement Entity]

“For and on behalf of the Lead Procurement Entity:”

*[OPTION 3: - for a Multi-User Framework Agreement with an Entity, that is not a Procurement Entity, but that is responsible for the management and administration of the Framework Agreement, for use by the participating Procurement Entities.*

“For and on behalf of the Procurement Agent”

Signed: *[insert signature]*

Full name: *[name of person signing]*

Entity: *[insert the name of Entity]*

In the capacity of: *[insert title or other appropriate designation]*

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

For and on behalf of the Supplier:

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

Full name: *[name of person signing]*

In the capacity of: *[insert title or other appropriate designation]*

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

# Section VIII: Framework Agreement General Provisions (FWAGP)

*[the following text must not be modified by the Procurement Entity.]*

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# Section VIII

## Framework Agreement General Provisions (FWAGP)

- 1 Definitions**
- 1.1 The following words and expressions shall have the meanings hereby assigned to them
- (a) **“Base Price”** is the Framework Agreement (FWA) unit price prior to any price adjustment in accordance with **FWA Specific Provision FWAGP 8.1**.
  - (b) **“Business Day”** is any day that is an official working day of the Procurement Entity. It excludes the Procurement Entity’s official public holidays.
  - (c) **“Call-off Contract”** is a contract awarded under a Framework Agreement, through a Secondary Procurement process, for the supply of Goods, and any Related Services.
  - (d) **“Closed Framework Agreement”** is where no new firm(s) may conclude Framework Agreement(s) during the Term of the Framework Agreement.
  - (e) **“Commencement Date”** is the date this Framework Agreement is signed by both parties, being the commencement of the Term.
  - (f) **“Contract Price”** is the price payable to the Supplier as specified in the Call-off Contract, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.
  - (g) **“Day”** means calendar day.
  - (h) **“Goods”** means all goods, materials, items, commodities, raw material, machinery, equipment, and/or other materials, as specified in the **FWA Specific Provisions**, that the Supplier is required to supply to the Procurement Entity under a Call-off Contract. Where appropriate, for the purpose of interpretation, the definition for Goods includes Related Services.
  - (i) **“In Writing”** means communicated or recorded in written form. It includes, for example: mail, e-mail, or communication through an electronic procurement system

(provided that the electronic system is accessible, secure, ensures integrity and confidentiality, and has sufficient audit trail features).

- (j) **“Incoterms”** means the international commercial terms for goods published by the International Chamber of Commerce (ICC).
- (k) **“Lead Procurement Entity”**, when named in the Framework Agreement, means a party to the Framework Agreement, as a Procurement Entity in its own right under the framework agreement and as the Entity responsible for the management and administration of the Framework Agreement for use by the other participating Procurement Entities as specified in the **FWA Specific Provisions**. All communications, including notices, in relation to the Framework Agreement, are to be addressed to the Lead Procurement Entity. All communications, including notices, in relation to a Call-off Contract, are to be addressed to the Procurement Entity named in the Call-off Contract.
- (l) **“Multi-User Framework Agreement”** means a Framework Agreement where there is more than one Procurement Entity permitted to Procurement Entity through a Call-off Contract, as specified in the **FWA Specific Provisions**;
- (m) **“Procurement Agent”**, when named in the Framework Agreement, is a party to the Framework Agreement, but only in its capacity as the Entity responsible for managing and administering the Framework Agreement for use by the participating Procurement Entities. All communications, including notices, in relation to the Framework Agreement, are to be addressed to the Procurement Agent.
- (n) **“Procurement Entity”** is the Entity(ies) that is/are permitted to procure Goods from a Supplier under a Call-off Contract awarded through a Framework Agreement. Where appropriate, for the purpose of interpretation of the Framework Agreement, the term Procurement Entity includes Lead Procurement Entity, or Procurement Agent.
- (o) **“Related Services”** means the services incidental to the supply of the Goods, such as insurance, installation, training, initial maintenance and other such obligations of the Supplier, excluding inland transportation and other services required in Ghana to convey the Goods to their final destination.

- (p) **“Secondary Procurement”** is the method used to select a Supplier and award a Call-off Contract under this Framework Agreement.
- (q) **“Single-User Framework Agreement”** means a Framework Agreement where there is only one Procurement Entity, as specified in the **FWA Specific Provisions**.
- (r) **“Supplier”** means the person, private or government entity, or a combination of the above, who has concluded a Framework Agreement to supply to a Procurement Entity, from time to time, and as and when required, the Goods, and, if applicable, Related Services, under a Call-off Contract.
- (s) **“Term”** means the duration of this Framework Agreement as described in the **FWA Specific Provisions** starting on the Commencement Date.
- 2 Framework Agreement Documents**
- 2.1 This Framework Agreement (FWA) shall be read as a whole. Where a document is incorporated by reference into this Framework Agreement, it shall be deemed to form, and be read and construed, as part of this Framework Agreement.
- 2.2 This Framework Agreement comprises the documents specified in the **FWA Specific Provisions**.
- 3 Supplier’s obligations**
- 3.1 The Supplier shall offer to supply (standing offer) to the Procurement Entity, the Goods, including any Related Services if applicable, described in the Framework Agreement: Schedule of Requirements, for the Term of this Framework Agreement, in accordance with the terms and conditions stipulated in this Framework Agreement.
- 3.2 During the Term of the Framework Agreement, the Supplier shall continue to be eligible and qualified, and the Goods shall continue to be eligible, as per the qualification and eligibility criteria stipulated in the Primary Procurement process and the provisions of sub-paragraphs 3a. to 3c. below The Supplier shall notify the Procurement Entity immediately, in writing, if it ceases to be qualified and/or ceases to be eligible, or the Goods cease to be eligible.
- 3.3 The Supplier undertakes to supply the Goods under a Call-off Contract. The Goods supplied shall be:
- (a) of the quality, type and as otherwise specified in the Framework Agreement, **Section V: Schedule of Requirements**,

- (b) at the Contract Price specified in the Call-off Contract, and
    - (c) in such quantities, at such times and to such locations as specified in the Call-off Contract.
  - 3.4 If specified in the **FWA Specific Provisions**, at any point during Term of the Framework Agreement should technological advances be introduced by the Supplier for the Goods originally offered by the Supplier in its Tender and still to be delivered, the Supplier shall offer to the Procurement Entity(ies) of the Call-off Contracts the latest versions of the available Goods having equal or better performance or functionality at no additional cost to the Procurement Entity(ies).
  - 3.5 The Supplier agrees that the Call-off Contract General Conditions of Contract set out in the Framework Agreement, and Call-off Contract Special Conditions of Contract set out in a Call-off Contract, shall apply to the supply of Goods.
- 4 Continued Qualification and Eligibility**
  - 4.1 The Supplier shall continue to have the nationality of an eligible country as specified in the **FWA Specific Provisions**. A Supplier or subcontractor shall be deemed to have the nationality of a country if the Tenderer is constituted, incorporated or registered in, and operates in conformity with, the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be.
  - 4.2 All Goods and Related Services to be supplied under a Call-off Contract shall continue to have their origin in eligible Countries as specified in the **FWA Specific Provisions**. For the purpose of this provision, origin means the country where the Goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components. ineligible Countries, if any, are listed in the **FWA Specific Provisions**.
  - 4.3 The Procurement Entity may require, during the Term of the Framework Agreement, evidence of the Supplier's continued qualification and eligibility, and the Goods continued eligibility. Failure to provide such evidence, as requested, may result in the Supplier being disqualified from participating in a Secondary Procurement process, and/or being awarded a Call-off Contract, and/or the termination of the Framework Agreement.
- 5 Term**
  - 5.1 This Framework Agreement shall commence on the Commencement Date and, unless terminated earlier in accordance with the provisions of this Framework Agreement, or the general

law, shall continue until the end of the Term specified in the **FWA Specific Provisions**.

- 6 Representative** 6.1 The representatives for each party, who shall be the primary point of contact for the other party in relation to matters arising from this Framework Agreement, are specified in the **FWA Specific Provisions**. Should the representative be replaced, the party replacing the representative shall promptly inform the other party In Writing of the name and contact details of the new representative. Any representative appointed shall be authorized to make decisions on the day to day operation of the Framework Agreement.
- 7 Role of Lead Procurement Entity or Procurement Agent** 7.1 Where there is a Lead Procurement Entity or Procurement Agent that is a party to the Framework Agreement, their role is to manage and administer the Framework Agreement(s) for use by the participating Procurement Entity (ies). All communications, including notices, in relation to the Framework Agreement are to be made to the Lead Procurement Entity or Procurement Agent. The Lead Procurement Entity or Procurement Agent is responsible for all matters pertaining to the Framework Agreement including, for example, amendments, suspension and termination of the Framework Agreement. For matters relating to individual Call-off Contracts, all communications, including notices, must be made to the Procurement Entity named in the Call-off Contract.
- 7.2 Where no Lead Procurement Entity or Procurement Agent has been appointed, the named Procurement Entity is responsible for managing and administering the Framework Agreement and the provisions in **FWAGP 6.1** above, in relation to communications and notices etc., apply to the Procurement Entity.
- 8 Contract Price** 8.1 The Contract Price for each Call-off Contract shall be determined as specified in the **FWA Specific Provisions**.
- 9 Performance Security** 9.1 The Procurement Entity may require a Performance Security from the Supplier in relation to the performance of a specific Call-off Contract. In this event, the Supplier shall comply with the relevant provisions relating to Performance Security contained in the Call-off Contract Special Conditions of Contract.
- 10 Language** 10.1 This Framework Agreement, and any Call-off Contract, as well as all correspondence and documents relating to this Framework Agreement, and any Call-off Contract, exchanged by the Procurement Entity and Supplier, shall be written in **English**



- 11 Notices**
- 11.1 Any notice given by one party to the other pursuant to this Framework Agreement shall be In Writing to the address specified in the **FWA Specific Provisions**. A notice shall be effective when delivered, or on the notice’s effective date, whichever is later.
- 12 Fraud and Corruption**
- 12.1 The Government of the Republic of Ghana requires that Tenderers under the contracts financed from public funds, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the following terms shall be interpreted as indicated:
- a. “corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
  - b. “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract, and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the benefits of free and open competition;
- 12.2 The Procurement Entity will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- 13 Confidential Information**
- 13.1 The Procurement Entity and the Supplier shall keep confidential and shall not, without the consent In Writing from the other, divulge to any third party any documents, data, or other information furnished directly or indirectly by either party in connection with the Framework Agreement.
- 13.2 The obligation of a party under **FWAGP 13. 1**. above, shall not apply to information that:
- (a) now, or in future, enters the public domain through no fault of that party
  - (b) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party
  - (c) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

- 14 Governing Law** 14.1 This Framework Agreement, and any Call-off Contract, shall be governed by, and interpreted in accordance with, the laws of Ghana, unless otherwise specified in the **FWA Specific Provisions**, or the Special Conditions of Contract as set out in any Call-off Contract.
- 15 Change to the Framework Agreement** 15.1 Any change to this Framework Agreement, including an extension of the Term, must be In Writing and signed by both Parties. A change can be made at any time after this Framework Agreement has been signed by both Parties, and before it expires.
- 16 Termination of the Framework Agreement** 16.1 The Procurement Entity, without prejudice to any other remedy for breach of the Framework Agreement, may terminate this Framework Agreement immediately, by notice In Writing to the Supplier, if:
- (a) in the judgement of the Procurement Entity, the Supplier has engaged in Fraud and Corruption, or
  - (b) during the Term of the Framework Agreement, the Supplier ceases to be qualified or eligible as per **FWAGP 4**. or
  - (c) the Supplier purports to assign, or otherwise transfer or dispose of this Framework Agreement, in whole, or in part, without the prior written consent of the Procurement Entity/Lead Entity/Procurement Agent, or
  - (d) the Supplier becomes bankrupt or otherwise insolvent.
- 16.2 The Procurement Entity/Lead Entity/Procurement Agent may terminate this Framework Agreement, in whole or in part, by notice In Writing sent to the Supplier, at any time, for its convenience. The notice of termination shall specify that the termination is for the Procurement Entity/Lead Entity/Procurement Agent's convenience, the extent to which the performance of the supplier under the Framework Agreement is terminated, and the date upon which such termination becomes effective.
- 17 Consequence of expiry or termination** 17.1 Upon expiry, or earlier termination of this Framework Agreement, all Call-off Contracts entered into under this Framework Agreement shall continue in full force and effect unless otherwise terminated under the Call-off Contract General or Specific Conditions of Contract. However, no further Call off Contracts shall be awarded once the Framework Agreement is terminated.
- 18 Dispute resolution in relation to this** 18.1 In the case of a dispute arising out of, or in connection with this Framework Agreement, the Parties shall, in good faith, make every

- Framework Agreement** reasonable effort to communicate and cooperate with each other with a view to amicably resolving the dispute.
- 18.2 Where parties have exhausted the process described in **FWAGP 19.1**, the parties may, by mutual agreement, nominate and refer the dispute to an adjudicator/mediator to assist in the resolution of the dispute. Parties will meet their own costs associated with such a referral and split the costs of the adjudicator/mediator. In appointing the adjudicator/mediator parties should agree whether or not the adjudicator's/mediator's decision is to be final and binding.
- 19 Dispute resolution in relation to Call-off Contracts**
- 19.1 The Procurement Entity/Lead Entity/Procurement Agent and the Supplier for a Call-off Contract shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 19.2 If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Procurement Entity/Lead Entity/Procurement Agent or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this provision shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the **FWA Specific Provisions**.
- 19.3 Notwithstanding any reference to arbitration herein,
- (a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
  - (b) the Procurement Entity/Lead Entity/Procurement Agent shall pay the Supplier any monies due the Supplier.

## Section IX: Framework Agreement Specific Provisions

The following Framework Agreement Specific Provisions (FWASP) shall supplement and/or amend the Framework Agreement General Provisions (FWAGP). Whenever there is a conflict between the FWAGP and FWASP, the provisions of the FWASP shall prevail.

*[This section is to be completed by the Purchasing Entity as per the instructions provided in italicized text. The italicized text should be deleted from the final document.]*

<b>Framework Agreement General Provision</b>	<b>Description</b>
<b>FWAGP 1.1 (i) Goods</b>	This Framework Agreement relates to the Procurement Entity/Lead Entity/Procurement Agent and supply, under a separate Call-off Contract, of <i>[insert short title that describes the type of Goods, and any Related Services]</i> . The Goods, and Related Services, are more fully described in <b>Section V: Schedule of Requirements</b> including, where applicable: list of Goods, list of Related Services and <b>Section VI: Technical Specifications, Drawings and Inspections and Tests</b> .
<b>FWAGP 1.1 (l), (m) &amp; (s) Single/Multi-User</b>	<i>[state either “This is a Single-User Framework Agreement.” or “This is a Multi-User Framework Agreement. All participating Procurement Entities/Lead Entities/Procurement Agents are listed at [insert Section number]”]</i>
<b>FWAGP 2.2 Framework Agreement Documents</b>	This Framework Agreement comprises the following documents.: <ol style="list-style-type: none"> <li>a. Framework Agreement, including all Sections,</li> <li>b. Notice of Conclusion of a Framework Agreement, and</li> <li>c. Letter of Tender (from Primary Procurement process)</li> </ol>
<b>FWAGP 3.4 Supplier’s Obligations</b>	<i>[For rapidly changing technologies such as information systems (computers, software, communication technology etc.) specify that this requirement applies.]</i>
<b>FWAGP 4. Eligibility</b>	At the present time, firms, goods and services from the following countries are excluded from this Framework Agreement as being ineligible.

	<p style="text-align: center;"><i>[[insert a list of the countries following approval by PPA to apply the restriction or state "none"].]</i></p>
<p><b>FWAGP 5.1 Term</b></p>	<p>The Term of this Framework Agreement is <i>[enter number of years]</i> years. <i>[NOTE: the maximum Term permissible is 3 years]</i> from the Commencement Date.</p>
<p><b>FWAGP 6.1 Representatives</b></p>	<p><b><u>Procurement Entity's Representatives</u></b> Selection one of the following OPTIONS</p> <p><i>OPTION 1: for a Single-User Framework Agreement use the following text]</i></p> <p style="padding-left: 40px;">The name and contact details of the Procurement Entity's Representative under this Framework Agreement, and the address for notices in relation to this Framework Agreement, are:</p> <p style="padding-left: 40px;">Name:</p> <p style="padding-left: 40px;">Title/position:</p> <p style="padding-left: 40px;">Address:</p> <p style="padding-left: 40px;">Phone:</p> <p style="padding-left: 40px;">Mobile:</p> <p style="padding-left: 40px;">E-mail:</p> <p><i>OR</i></p> <p><i>[OPTION 2: for a <u>Multi-User Framework Agreement with a Lead Procurement Entity</u> that is responsible for managing and administering the Framework Agreement and is also a Procurement Entity insert the name of the Lead Procurement Entity's Representative and list all other participating Procurement Entities' Representatives:]</i></p> <p style="padding-left: 40px;">The name and contact details of the Lead Procurement Entity under this Framework Agreement, and the address for notices in relation to this Framework Agreement, are:</p> <p style="padding-left: 40px;">Name:</p> <p style="padding-left: 40px;">Title/position:</p> <p style="padding-left: 40px;">Address:</p> <p style="padding-left: 40px;">Phone:</p> <p style="padding-left: 40px;">Mobile:</p>

	<p>E-mail:</p> <p>The Representatives for all other participating Procurement Entities are listed in Section [<i>insert number</i>] to this Framework Agreement.</p> <p>OR</p> <p><i>[OPTION 3: for a Multi-User Framework Agreement concluded by a central purchasing authority (that is not also a Procurement Entity) insert the following]</i></p> <p>The name and contact details of the Procurement Agent under this Framework Agreement, and the address for notices in relation to this Framework Agreement, are:</p> <p>Name:</p> <p>Title/position:</p> <p>Address:</p> <p>Phone:</p> <p>Mobile:</p> <p>E-mail:</p> <p>The Representatives for all participating Procurement Entities are listed in Section [<i>insert number</i>] to this Framework Agreement.</p>
<p><b>FWAGP 6.1 Representatives</b></p>	<p><b><u>Supplier’s Representatives</u></b></p> <p>The name and contact details of the Supplier’s Representative, for the purposes of this Framework Agreement, and the address for notices in relation to this Framework Agreement are:</p> <p>Name:</p> <p>Title/position:</p> <p>Address:</p> <p>Phone:</p> <p>Mobile:</p> <p>E-mail:</p>
<p><b>FWAGP 8.1 Contract Price</b></p>	<p>The Contract Price that will apply to the Procurement Entity under a Call-off Contract shall be: [<i>modify as appropriate</i>]</p> <p><b>For Direct Selection:</b></p> <p>the Base Price stipulated in the Framework Agreement, subject to provisions below.</p>

	<p>or</p> <p><b>For Mini-competition:</b></p> <p>the successful competitive quotation subject to the provisions below.</p> <p>and</p> <p>any additional price for inland transportation and other services not included in the Base Price required in Ghana to convey the Goods to their final destination specified in RFQ.</p>
<p><b>FWAGP 8.1</b></p> <p><b>Contract Price</b></p>	<p><b>Adjustments to the Base Price</b></p> <p><i>[Select one of the two options]</i></p> <p><i>[OPTION 1:</i></p> <p>“The Base Price offered by the Supplier, as stipulated in the FWA, or the price offered after mini-competition, shall apply to the Call-off Contract. The Base Price shall not be subject to any price adjustment during a Secondary Procurement, and/or an award of a Call-off Contract.”]</p> <p><i>OR</i></p> <p><i>[OPTION 2:</i></p> <p>“The Base Price shall be subject to an adjustment as follows:</p> <p>For Call-off Contracts awarded through a Secondary Procurement method involving direct selection, (i.e. not awarded through a mini-competition), the price adjustment below shall be applied to that Supplier’s Base Price to determine the Call-off Contract Price.</p> <p>Where a price adjustment applies, it shall be calculated as follows:</p> $P_1 = P_0 \left[ a + \frac{bCPI_1}{CPI_0} + \frac{cFE_1}{FE_0} \right] - P_0$ $a+b+c = 1$ <p>in which:</p> <p><math>P_1</math> = Call-off Contract Price.</p> <p><math>P_0</math> = Base Price, as described in the Framework Agreement.</p> <p><math>a</math> = fixed element representing profits and overheads included in the Contract Price.</p> <p><math>b</math> = estimated percentage of Consumer Price Index component in the Contract Price.</p> <p><math>c</math> = estimated percentage of Foreign component in the Contract Price.</p>

	<p>CPI<sub>0</sub>, CPI<sub>1</sub> = Consumer Price indices published by the Ghana Statistical Service applicable for goods and services in Ghana on the base date and date for adjustment, respectively.</p> <p>FE<sub>0</sub>, FE<sub>1</sub> = Foreign currency exchange rate between the Ghana Cedi and United States Dollars, published by the Bank of Ghana on the base date and date for adjustment, respectively.</p> <p>The coefficients are as follows:</p> <p><i>a = [insert value of coefficient; generally, in the range of 5 to 20 percent]</i></p> <p><i>b = [insert value of coefficient. Recommended range of 5 to 80 percent]</i></p> <p><i>c = [insert value of coefficient. Recommended range of 5 to 80 percent]</i></p> <p>Base date = <i>the date twenty-eight (28) days prior to the deadline for submission of the Tenders in the Primary Procurement process</i></p> <p>Date of adjustment = <i>the date of the formation of the Call-off Contract</i></p>
<p><b>FWAGP 3.1 &amp; 8.1</b></p> <p><b>Contract Price</b></p>	<p>if after the date of 28 days prior to date of Tender submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in Ghana where the Project Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Period and/or the Base Price, then such Delivery Period and/or Base Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Framework Agreement. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with <b>FWAGP 8.1</b>.</p>
<p><b>FWAGP 20.2</b></p> <p><b>Dispute Resolution in relation to Call-off Contract.</b></p>	<p>The rules of procedure for arbitration proceedings shall be as follows:</p> <p>a. <i>[describe the proceedings that are to apply e.g.]</i></p> <p>The Procurement Entity/Lead Entity/Procurement Agent and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.</p> <p>If, after twenty-eight (28) days from the commencement of such informal negotiations, the Procurement Entity/Lead Entity/Procurement Agent and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in the Special Conditions of Contract. These mechanisms may include, but are not restricted to, conciliation mediated by a third party, adjudication in an agreed national or international forum, and/or national and international arbitration.</p>



## **PART 2: Secondary Procurement**

This Section contains the methods and the criteria that the Procurement Entity/Lead Entity/Procurement Agent shall use to conduct a Secondary Procurement process to select a Supplier and award a Call-off Contract under this Framework Agreement. No other factors, methods or criteria shall be used other than specified in this IFT document for the Secondary Procurement process.

*[The Procurement Entity/Lead Entity/Procurement Agent shall select the criteria deemed appropriate for the Secondary Procurement process, using the samples text provided below or other acceptable wording, and delete the text in italics.]*

*The Secondary Procurement methodology(ies) to be described in this Section must be consistent with the Secondary Procurement method(s) set out in the Invitation for Tenders which resulted in the conclusion of the Framework Agreement.]*

## Section XI

### 1. Secondary Procurement Method(s)

The Secondary Procurement method(s) that apply to the selection of a Supplier for the award of a Call-off Contract under this Framework Agreement [is/are] *[insert the types of the Secondary Procurement Method(s) that apply. This may include methods used as examples below, or any other method(s) approved by PPA.]*:

- (i) competitive quotations through mini-competition,
- (ii) direct selection based on location, and
- (iii) direct selection based on balanced division of supply.
- (iv) *[add any other applicable method]*

The procedure for the application of the procurement methods outlined under paragraph 1 above are the following.

#### 1.1 **Competitive quotations (mini-competition)** *[delete if not applicable as per paragraph 1 above]*

The Procurement Entity/Lead Entity/Procurement Agent will prepare a Request for Quotation (RFQ) and invite all eligible Suppliers holding a Framework Agreement that includes the Goods to be procured under the Call-off contract, to submit competitive quotations.

The RFQ will include:

- (a) the Goods, and any Related Services, to be delivered
- (b) delivery location(s)
- (c) delivery date(s) or schedule
- (d) quantity
- (e) any additional requirement for inland transportation and other services in Ghana to convey the Goods to their final destination specified in RFQ not included in the Base Price,
- (f) details of any inspections or tests that are additional to those described in the Framework Agreement
- (g) the criteria to be applied to the evaluation of quotations
- (h) the award criteria, e.g.: The Procurement Entity/Lead Entity/Procurement Agent shall award the Call-off Contract to the Supplier whose Tender(s) has been determined to be substantially responsive to the RFQ; and the lowest evaluated cost.
- (i) deadline for submission of quotations
- (j) reference the Call-off Contract Terms and Conditions of supply, which are to apply to the procurement
- (k) request to Suppliers to demonstrate that they continue to be eligible and qualified to supply the Goods
- (l) *any other relevant information.*

Suppliers are not permitted to quote a price, excluding any additional price for inland transportation and other services required in Ghana to convey the Goods to their final destination specified in RFQ not included in the Base Price, that is higher than the Base Price stated in the Framework Agreement, or as adjusted by the agreed price adjustment formula, if applicable and any changes in any Laws and Regulations in accordance with FWAGP 14.1

**1.2 Direct selection based on location** *[delete if not applicable as per paragraph 1 above]*

The Procurement Entity/Lead Entity/Procurement Agent will select an eligible Supplier holding a Framework Agreement, to deliver the Goods, based on which Supplier is best able to deliver the Goods, and any Related Services, based on the location where the Goods are to be supplied.

The Procurement Entity/Lead Entity/Procurement Agent will issue a Call-off Contract using the prices/pricing mechanism set out in the Framework Agreement, or as adjusted by the agreed price adjustment formula, if applicable and any changes in any Laws and Regulations in accordance with FWAGP 14.1.

The Procurement Entity/Lead Entity/Procurement Agent will request the Supplier and include in the Call-off Contract Price the prices for any additional inland transportation and other related services, not included in the Base Price, in Ghana to convey the Goods to their final destination.

**1.3 Direct selection based on balanced division of supply** *[delete if not applicable as per paragraph 1 above]*

The Procurement Entity/Lead Entity/Procurement Agent will rotate the award of Call-off Contracts amongst all eligible Suppliers holding a Framework Agreement, based on a balanced division of supply linked to an upper limit. The upper limit is: *[insert upper limit in value or quantity]*.

The first Call-off Contract(s) will be awarded to the Supplier whose Framework Agreement has the lowest evaluated cost. The first Supplier will continue to be awarded Call-off Contracts until the total value/quantity of all Call-off Contracts awarded reaches the upper value/quantity limit.

A second supplier, whose Framework Agreement has the second lowest evaluated cost, will then be awarded the subsequent Call-off Contracts until the total value/quantity of all Call-off Contracts awarded reaches the upper value/quantity limit. And so on.

The Procurement Entity/Lead Entity/Procurement Agent will issue a Call-off Contract using the prices/pricing mechanism set out in the Framework Agreement, or as adjusted by the agreed price adjustment formula, if applicable and any changes in any Laws and Regulations in accordance with FWAGP 14.1.

The Procurement Entity/Lead Entity/Procurement Agent will request the Suppliers and include in the Call-off Contract Price the prices for any additional inland transportation and other related services, not included in the Base Price, in Ghana to convey the Goods to their final destination. *[add any other applicable method]*

## SECTION XII

### 2. Formation of Call-off Contract

The Procurement Entity/Lead Entity/Procurement Agent shall confirm that the selected Supplier continues to be qualified and eligible in accordance with Framework Agreement prior to the formation of the Call-off Contract. The Call-off Contract is formed when one of the following conditions are met depending on the method of selection used for the Secondary procurement.

*[Describe the procedure(s) that applies to the formation of the Call-off Contract. Be specific e.g.]*

**2.1 For competitive quotations through mini-competition using a Request for Quotation,** the Call-off contract is formed when: *[select one of the three Options]*

OPTION 1

“the Procurement Entity/Lead Entity/Procurement Agent issues, the Letter of Award of Call-off Contract to the successful Supplier.” *[add if applicable:* “Following the formation of contract, through offer and acceptance, the Procurement Entity/Lead Entity/Procurement Agent and Supplier shall sign a Call-off Contract as per the form contained in the Framework Agreement.” *] OR*

OPTION 2

“the Procurement Entity/Lead Entity/Procurement Agent transmits, to the successful Supplier, a Call-off Contract for signature and return, and the Call-off Contract is signed by both the Procurement Entity/Lead Entity/Procurement Agent and the Supplier. The date that the Call-off Contract is formed, is the date that the last signature is executed.”

OPTION 3

“the Procurement Entity/Lead Entity/Procurement Agent transmits, to the successful Supplier, a Procurement Entity/Lead Entity/Procurement Agent order for the Goods and the supplier accepts the order.” *(describe how this will happen, e.g. through return email, signed Procurement Entity/Lead Entity/Procurement Agent Order, etc.).*

**2.2 For direct selection based on location or balanced division of supply,** the Call-off contract is formed when the Procurement Entity/Lead Entity/Procurement Agent transmits, to the successful Supplier, a Call-off Contract for signature and return, and the Call-off Contract is signed by both the Procurement Entity/Lead Entity/Procurement Agent and the Supplier. The date that the Call-off Contract is formed, is the date that the last signature is executed, or the date agreed by the parties.

## **SECTION XIII**

### **3. Communication and Award of Call-off Contract**

*[Describe the process to announce the award of a Call-off Contract e.g.]*

The Procurement Entity/Lead Entity/Procurement Agent shall, at the same time as awarding the contract, communicate the award of the Call-off Contract in the case of:

- a. Direct Selection to all FWA Suppliers for the items included in the Call-off Contract.
- b. selection based on competitive quotations (through mini-competition) to all Suppliers invited to submit quotations.

The communication must be by the quickest means possible, e.g. by email, and include, as a minimum, the following information:

- c. the name and address of the successful Supplier
- d. the quantity/volume of Goods being procured
- e. the contract price
- f. a statement of the reason(s) the recipient Supplier was unsuccessful.

## **Section XIV**

### **4. Complaint About Award of Call-off Contract**

An unsuccessful Supplier may complain about the decision to award a Call-off Contract. In this case the process for making a complaint will be in accordance with the provisions in the Public Procurement Act, 2003 (Act 663), as amended.

# SECTION XV: Call-off Contract General Conditions of Contract

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# Call-off Contract

## General Conditions of Contract (GCC)

### 1. Definitions

- 1.1 In this contract, the following terms shall be interpreted as indicated:
- a. “The Contract” means the agreement entered into between the Procurement Entity and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;
  - b. “The Contract Price” means the price payable to the Supplier under the contract for the full and proper performance of its contractual obligation;
  - c. “The Goods” means equipment, machinery, related Accessories, spare-parts and/or other materials which the Supplier is required to supply to the Procurement Entity under the contract;
  - d. “The Services” means services ancillary to the supply of the goods such as transportation and insurance and any other incidental services, such as installation, commissioning, the operational and maintenance training of the supplied equipment and other such obligations of the supplier covered under the Contract.
  - e. “The Procurement Entity” means the Procurement Entity of the Republic of Ghana purchasing the goods.
  - f. “The Supplier” means the individual or organization supplying the goods and services under this contract.
  - g. “The Procurement Entity’s Country” is Ghana.
  - h. “The Delivery Site” where applicable, means the place or places where supply of goods to deliver and performance of services to be complete.
  - i. “Day” means calendar day.
  - j. “Public funds” include:

- (i) funds from government budget, Metropolitan Assembly budgets, Municipal Assembly budgets or District Assembly budgets;
- (ii) funds from government Foundations;
- (iii) funds from government Trust Funds;
- (iv) funds from domestic loans and foreign loans taken or guaranteed by government;
- (v) funds from state foreign aid;
- (vi) revenue received from the economic activity of state or local government agencies or other legal persons in public law financed from the Government budget, Metropolitan Assembly budgets, District Assembly budgets or Government foundations;

- 2. Application** 2.1 These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the contract.
- 3. Country of Origin** 3.1 All goods and services supplied under the contract shall have their origin in Ghana or in eligible countries as specified in Special Condition of Contract.
- 3.2 For purposes of this clause “origin” means the place where the goods are mined, grown, produced or manufactured, or from which the Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 3.3 The origin of Goods and Services is distinct from the nationality of the Supplier.
- 4. Standards** 4.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods’ country of origin, such standards shall be the latest issued by the concerned institution.

- 4.2 Wherever reference is made in the Technical Specifications to specific standards and codes to be met by the goods and materials to be furnished or tested, the provisions of the latest current edition or revision of the relevant shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national or relate to a particular country or region, other authoritative standards that ensure substantial equivalence to the standards and codes specified will be acceptable.
- 5. Use of Contract Documents and Information**
- 5.1 The Supplier shall not, without the Procurement Entity's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procurement Entity in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The Supplier shall not, without the Procurement Entity's prior written consent, make use of any document or information enumerated in sub-clause 5.1 except for purposes of performing the Contract.
- 5.3 Any document, other than the Contract itself, enumerated in subclause 5.1 shall remain the property of the Procurement Entity and shall be returned (all copies) to the Procurement Entity on completion of the Supplier's performance under the Contract if so required by the Procurement Entity.
- 6. Patent Rights**
- 6.1 The Supplier shall indemnify the Procurement Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the Procurement Entity's country.
- 7. Performance Security**
- 7.1 Within fourteen (14) days after the Supplier's receipt of notification of award of the contract, the successful Tenderer shall furnish performance security to the Procurement Entity in the amount specified in the Special Conditions of Contract and in the form specified in **Section XVI**.
- 7.2 The proceeds of the performance security shall be payable to the Procurement Entity as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

- 7.3 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the Procurement Entity and shall be in the form of an unconditional bank guarantee issued by a bank in Ghana acceptable to the Procurement Entity and in the form provided in the Tender Documents or another form acceptable to the Procurement Entity.
- 7.4 The performance security will be discharged by the Procurement Entity and returned to the Supplier not later than 28 days after expiring of one year of warranty period following the date of issue of certificate of final acceptance of equipment after installation and commissioning of equipment at the final destination.

## **8. Inspections and Tests**

- 8.1 The Procurement Entity or its Representative shall, at no extra cost, have the right to inspect and/or to test the goods to confirm their conformity to the Contract. The Special Conditions of Contract and/or the Technical Specifications shall specify what inspections and tests the Procurement Entity requires and where they are to be conducted. The Procurement Entity shall notify the Supplier in writing of the identity of any representatives retained for these purposes within 21 days after award of the Contract.
- 8.2 The inspections and tests may be conducted on the premises of the Supplier or its sub-Supplier(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the Supplier or its sub-Suppliers(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procurement Entity.
- 8.3 Should any inspected or tested Goods fail to conform to the Specifications, the Procurement Entity may reject the Goods, and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Procurement Entity.
- 8.4 The Procurement Entity's right to inspect, test and, where necessary, reject the goods after the goods' arrival in the Procurement Entity's country shall in no way be limited or waived by reason of the goods having previously been inspected, tested and passed by the Procurement Entity or its

Representative prior to the goods' shipment from the country of origin.<sup>4</sup>

8.5 Nothing in GCC Clause 8 shall in any way release the Supplier from any warranty or other obligations under this Contract.

8.6 A Certificate of Acceptance shall be issued by the Procurement Entity after necessary inspection and tests of the Goods supplied as specified in SCC.

## **9. Packing**

9.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, as Specified in the Special Conditions of Contract (SCC), and in any subsequent instructions issued by the Procurement Entity.

## **10. Delivery and Transfer of Risk**

10.1 Delivery of the goods shall be made by the Supplier in accordance with the terms specified by the Procurement Entity in its Schedule of Requirements. The details of shipping and/or other documents to be furnished by the supplier are specified in the Special Conditions of Contract.

10.2 For purposes of the Contract, "FOB," "C&F," "CIF," "CIP", "DDP" "EXW" and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of the International Rules for

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<sup>4</sup> *It is intended that the Procurement Entity generally inspects the goods also on arrival at discharge port(s), and where a fresh independent inspection is for any reason considered necessary, the Supplier should be immediately notified and associated with the inspection which should be completed on a priority basis.*

the Interpretation of the Trade Terms (INCOTERMS)<sup>5</sup> published by the International Chamber of Commerce (ICC), Paris.

10.3 Documents to be submitted by the Supplier are specified in Special Condition of Contract.

## **11. Insurance**

11.1 The goods supplied under the Contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the Special Conditions of Contract. Such insurance shall be arranged and paid for by the supplier.

11.2 Where delivery of the goods is required by the Procurement Entity on a CIF, CIP, DDP basis, the Supplier shall arrange and pay for marine insurance, naming the Procurement Entity as the beneficiary. Where delivery is on an FOB or C&F basis, marine insurance shall be the responsibility of the Procurement Entity.

## **12. Transportation**

12.1 Where the Supplier is required under the Contract to deliver the goods FOB, transport of the goods, up to and including the point of putting the goods on board the vessel at the specified port of loading, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.

12.2 Where the Supplier is required under the Contract to deliver the goods C&F, CIP, DDP or CIF or to a specified destination within Ghana, transport of the goods to the port of discharge or such other point in the country of destination including insurance and storage, as shall be specified in the Contract shall be arranged and paid for by the Supplier, and the related cost thereof shall be included in the Contract Price.

12.3 Where the Supplier is required to effect delivery under any other terms, the Supplier shall be required to meet all transport and storage expenses until delivery.

12.4 In all of the above cases, transportation of the goods after delivery shall be the responsibility of the Procurement Entity.

12.5 Where the Supplier is required under the Contract to deliver the goods CIF or CIP or DDP or C&F, no further restriction

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<sup>5</sup> Where terms not defined in INCOTERMS are used in the Tender Documents, Procurement Entity should define the same, spelling out the costs to be borne by the Supplier and to be included in its Tender price.

shall be placed on the choice of the ocean carrier. Where the Supplier is required under the Contract (i) to deliver the goods FOB, and (ii) to arrange on behalf and at the expense of the Procurement Entity for ocean transportation on specified conference vessels or on national flag carriers of the Procurement Entity's country, the Supplier may arrange for such transportation on alternative carriers if the specified conference vessels or national flag carriers are not available to transport the goods within the time period(s) specified in the Contract.

### **13. Incidental Services**

13.1 The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

- a. performance or supervision of on-site assembly and/or startup of the supplied Goods;
- b. furnishing of tools required for assembly and/or maintenance of the supplied Goods;
- c. furnishing of a detailed operations and maintenance manual for each, appropriate unit of the supplied Goods;
- d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
- e. training of the Procurement Entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

### **14. Spare Parts**

14.1 As specified in SCC, the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

- a. such spare parts as the Procurement Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under the Contract; and
- b. in the event of termination of production of the spare parts:

- i. advance notification to the Procurement Entity of the pending termination, in sufficient time to permit the Procurement Entity to procure needed requirements; and
- ii. following such termination, furnishing at no cost  
to the Procurement Entity, the blueprints, drawings, and specifications of the spare parts,  
if requested.

## 15. Warranty

- 15.1 The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or materials is required by the Procurement Entity's specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.
- 15.2 The warranty shall remain valid for (12) months after the goods, or any portion thereof as the case may be, have been delivered to the final destination indicated in the Contract and installed and commissioned to the satisfaction of the Procurement Entity.
- 15.3 The Procurement Entity shall promptly notify the Supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the Supplier shall, within the period as specified in SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the Procurement Entity other than, where applicable, the cost of inland delivery of the repaired or replaced Goods or parts from EXW or to the final destination.
- 15.5 If the Supplier, having been notified, fails to take remedial action within forty-two (42) days from date of receipt of notice, the Procurement Entity may proceed to take such action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procurement Entity may have against the Supplier under the Contract.



- 16. Payment**
- 16.1 The method and conditions of payment to be made to the Supplier under the Contract shall be specified in the Special Conditions of Contract.
- 16.2 The Supplier's request(s) for payment shall be made to the Procurement Entity in writing, accompanied by an invoice describing, as appropriate, the Goods delivered, and Services performed, and by documents submitted pursuant to GCC Clause 10, and upon fulfilment of other obligations stipulated in the Contract.
- 16.3 Payments shall be made promptly by the Procurement Entity, but in no case later than twenty-eight (28) days after submission of an invoice or claim by the Supplier.
- 17. Prices**
- 17.1 Prices charged by the Supplier for goods and services delivered and services performed under the Contract shall not vary from the prices quoted by the Supplier in its Tender, with the exception of any price adjustments authorised in Special Conditions of Contract or in the Procurement Entity's request for Tender validity extension, as the case may be.
- 18. Change Orders**
- 18.1 The Procurement Entity may at any time, by a written order given to the Supplier pursuant to GCC Clause 31, make changes within the general scope of the Contract in any one or more of the following:
- a. drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Procurement Entity;
  - b. the method of shipment or packing;
  - c. the place of delivery; and/or
  - d. the Services to be provided by the Supplier.
- 18.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment may be made in the Contract Price or delivery schedule, or both, and the Contract may accordingly be amended. Any claims by the Supplier for adjustment under this clause must

be asserted within twenty-eight (28) days from the date of the Supplier's receipt of the Procurement Entity's change order.

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| <b>19. Contract Amendments</b>                  | 19.1 | Subject to GCC Clause 18, no variation in or modification of the terms of the Contract shall be made, except by written amendment signed by the parties.  |
| <b>20. Assignment</b>                           | 20.1 | The Supplier shall not assign, in whole or in part, its obligations to perform under the Contract, except with the Procurement Entity's prior written consent.  |
| <b>21. Subcontracts</b>                         | 21.1 | The Supplier shall notify the Procurement Entity in writing of all subcontracts awarded under this Contract if not already specified in the Tender. Such notification, in the original Tender or later, shall not relieve the Supplier from any liability or obligation under the Contract.   |
|   | 21.2 | Subcontracts must comply with the provisions of GCC Clause 3.   |
| <b>22. Delays in the Supplier's Performance</b> | 22.1 | Delivery of the goods and performance of services shall be made by the Supplier in accordance with the time schedule specified by the Procurement Entity in the Schedule of Requirements.   |
|   | 22.2 | Except as provided under GCC clause 25, an unexcused delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to any or all of the following sanctions: forfeiture of its performance security, imposition of liquidated damages, and/or termination of the Contract for default.  |
|   | 22.3 | If at any time during performance of the Contract, the Supplier or its sub-supplier(s) should encounter conditions impeding timely delivery of the goods and performance of Services, the Supplier shall promptly notify the Procurement Entity in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Procurement Entity shall evaluate the situation and may, at its discretion, extend the Supplier's time for performance, with or without liquidated damages, in which case, the extension shall be ratified by the parties by amendment of the Contract. |

- 23. Liquidated Damages**
- 23.1 Subject to GCC Clause 25, if the Supplier fails to deliver any or all of the goods or to perform within the time period(s) specified in the Contract, the Procurement Entity shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to (0.5%) of the contract price of the delayed goods for each week of delay until actual delivery, up to a maximum deduction of (10%) percent of the delayed goods Contract Price. Once the maximum is reached, the Procurement Entity may consider termination of the Contract pursuant to GCC Clause 24.
- 24. Termination for Default**
- 24.1 The Procurement Entity may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, terminate the Contract in whole or in part:
- a. if the Supplier fails to deliver any or all of the goods within the time period(s) specified in the Contract, or any extension thereof granted by the Procurement Entity pursuant to GCC Clause 22; or
  - b. if the Supplier fails to perform any other obligation(s) under the Contract.
- 24.2 In the event the Procurement Entity terminates the Contract in whole or in part, pursuant to GCC para. 24.1 and 24.3 below, the Procurement Entity may procure, upon such terms and in such manner as it deems appropriate, goods or services similar to those undelivered, and the Supplier shall be liable to the Procurement Entity for any excess costs for such similar goods or services. However, the Supplier shall continue performance of the Contract to the extent not terminated.
- 24.3 Termination for Corrupt or Fraudulent Practices
- The Procurement Entity may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, terminate the Contract in whole or in part if the Supplier, in the judgement of the Procurement Entity has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

For the purpose of this clause:

“corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and

“fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract, and includes collusive practice among Tenders (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the benefits of free and open competition;

## **25. Force Majeure**

- 25.1 For purposes of this Contract, “Force Majeure” means an event beyond the control of the parties to the Contract and not involving either party’s fault or negligence and not foreseeable.
- 25.2 If, at any time during the existence of the Contract, either party is unable to perform in whole or part any obligation under this Contract because of such events which include, but are not restricted to, acts of God, acts of Government in its sovereign capacity, war, revolutions, hostility, civil commotions, strikes, fires, floods, epidemics, quarantine restrictions, freight embargoes, explosions, then the date of fulfillment of Contract shall be postponed during the period when such circumstances are operative.
- 25.3 The party which is unable to perform its obligations under the present Contract shall, within fourteen (14) days of occurrence of the Force Majeure event, inform the other party with suitable documentary evidence. Non-availability of raw materials from regular sources shall not be an excuse for the Supplier for not performing its obligations under this clause.
- 25.4 Any waiver/extension of time in respect of the delivery/acceptance of any instalment or part of the goods shall not be deemed to be a waiver/extension of time in respect of the remaining deliveries.
- 25.5 If such inability to perform continues for a period of more than three (3) months, each party shall have the right to be released from further performance of the Contract, in which case, neither party shall have the right to claim damages from the other. All prior performance shall be subject to Contract terms.

- 25.6 Notwithstanding the provisions of GCC Clauses 22, 23, and 24, the Supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of Force Majeure.
- 25.7 If a Force Majeure situation arises, the Supplier shall promptly notify the Procurement Entity in writing of such condition and the cause thereof. Unless otherwise directed by the Procurement Entity in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 26. Termination for Insolvency**
- 26.1 The Procurement Entity may at any time terminate the Contract by giving written notice to the Supplier, without compensation to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procurement Entity.
- 27. Termination for Convenience**
- 27.1 The Procurement Entity, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Procurement Entity's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- 27.2 The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Procurement Entity at the Contract terms and prices. For the remaining Goods, the Procurement Entity may elect:
- a. to have any portion completed and delivered at the Contract terms and prices; and/or
  - b. to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and

Services and for materials and parts previously procured by the Suppliers.

- |                                   |      |  |
|-----------------------------------|------|--|
| <b>28. Resolution of Disputes</b> | 28.1 | The Procurement Entity and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.  |
|                                   | 28.2 | If, after twenty-eight (28) days from the commencement of such informal negotiations, the Procurement Entity and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in the Special Conditions of Contract. These mechanisms may include, but are not restricted to, conciliation mediated by a third party, adjudication in an agreed national or international forum, and/or national and international arbitration. |
| <b>29. Governing Language</b>     | 29.1 | The Contract shall be written in the language as specified in SCC. Subject to GCC Clause 30, the version of the Contract written in English language shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the English language.   |
| <b>30. Applicable Law</b>         | 30.1 | The Contract shall be interpreted in accordance with the laws of Ghana unless otherwise specified in the Special Conditions of Contract.   |
| <b>31. Notices</b>                | 31.1 | Any notice given by one party to the other pursuant to the Contract shall be sent to the other party in writing or by e-mail and confirmed in writing to the other party's address specified for that purpose in the Special Conditions of Contract.   |
|                                   | 31.2 | A notice shall be effective when delivered or on the notice's effective date, whichever is later.  |
| <b>32. Taxes and Duties</b>       | 32.1 | A Supplier shall be entirely responsible for all taxes, duties, licence fees, etc., incurred until delivery of the contracted Goods to the final destination.  |

## Section XVI: Special Conditions of Call-off Contract (SCC)

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in General Conditions of Contract. The corresponding clause number in the General Conditions is indicated in parentheses. Where sample provisions are furnished, they are only illustrative of the provisions that the Procurement Entity should draft specifically for each procurement.

- 1. Definitions (GCC Clause 1)**
- 1.1 a. The Procurement Entity is: .....
- .....  
*[Name and Address of Procurement Entity]*
- b. The Supplier is:.....
- .....  
*[Name and Address of Supplier]*
- c. The Delivery site is: .....
- .....  
*[Insert name and address of delivery site if applicable]*
- 2. Country of Origin (GCC Clause 3)**
- 2.1 Any country of the World.  
*[Otherwise specify restrictions as applicable]*
- 3. Performance Security (GCC Clause 7)**
- 3.1 The performance security will be as follows:
- i. The amount of performance security as a percentage of the contract price shall be \_\_\_ percent of the Tender Price in the currency of the Tender price.  
*[Five (5) to ten (10) percent of the Contract Price would be reasonable; it should not exceed ten (10) percent in any case. The following provisions should be used in the case of Goods having warranty obligation.]*
- 3.2 The validity of Performance Security shall be one (1) year after the final installation and commissioning of the Goods and the issue of final acceptance certificate to the Suppliers. After delivery and acceptance of the Goods, the performance security shall be reduced to two (2) percent of the Contract Price to cover the Supplier's Warranty obligations in

accordance with Clause GCC 15.2. The supplier shall promptly extend the validity suitably to cover agreed extension of the warranty period of the supplied goods.

**4. Inspection and Tests (GCC Clause 8)**

4.1 Inspection and tests prior to shipment of goods at final acceptance are as follows:

- a. The time limit for inspection and tests and the issuance of Certificate of acceptance and/or rejection should be no later than..... days of the completion of inspection and tests.  
*[Specify the time limit for inspection and tests and the issuance of Certificate of acceptance and/or rejection in no later than 28-56 days [as applicable] of the completion of inspection and tests.]*
- b. ....[Specify such other criteria for inspection and tests, if necessary]

**5. Packing (GCC Clause 9)**

5.1 Additional requirement for packing and marking as per GCC Clause 9.2 are as follows:

- a. ....
- b. ....
- c. ....
- d. ....
- e. ....

*[Specify additional requirements for packing, marking and so on, if necessary.]*

**6. Delivery and Documents (GCC Clause 10)**

6.1 For Goods Supplied from abroad:

- a. Upon shipment, the Supplier shall notify the Procurement Entity and the Insurance Company by e-mail the full details of the shipment, including contract number, description of Goods, quantity, the vessel, (or the flight number), the bill of lading number and date, port of loading, date of shipment, port of discharge, etc. The Supplier shall mail the following documents to the Procurement Entity, with a copy to the Insurance Company:
  - i. Copies of the Supplier’s invoice showing Good’s



- description, quantity, unit price and total amount;
- ii. Original and *[insert number as required]* copies of the negotiable, clean on board, bill of lading (Consignment note) marked “freight prepaid” and *[insert number as required]* copies of non-negotiable bill of lading (Consignment note);
  - iii. Copies of the packing list identifying contents of each package;
  - iv. Insurance Certificate;
  - v. Manufacturer’s or Supplier’s Warranty Certificate;
  - vi. Inspection Certificate issued by the nominated inspection agency, and the supplier’s factory inspection report; and
  - vii. Certificate of origin certified/verified by the manufacturing company in case of Goods manufactured locally.  
*[Other similar documents should be listed, depending upon the Incoterm retained, or irrelevant document can be deleted.]*
- 6.2 The documents as per clause 6.1 shall be received by the Procurement Entity at least one week before arrival of Goods at the port or place of arrival and, if not received, the Supplier will be responsible for any consequent expenses.
- 6.3 For Goods within Ghana: Upon delivery of the goods to the transporter, the Supplier shall notify the Procurement Entity and mail the following documents to the Procurement Entity:
- i. Copies of the Supplier’s invoice showing Goods’ description, quantity, unit price and total amount;
  - ii. Delivery note, transport receipt, railway receipt;
  - iii. Manufacturer’s or Supplier’s Warranty Certificate;
  - iv. Inspection Certificate issued by the nominated inspection agency, and the Supplier’s factory inspection report; and
  - v. Certificate of origin.
- 6.4 The documents as per sub-clause 6.3 shall be received by the Procurement Entity before arrival of the goods and, if not

received, the Supplier will be responsible for any consequent expenses.

- 7. Insurance (GCC Clause 11)** 7.1 The insurance shall be in an amount equal to 110 percent of the CIP value of the Goods from “Warehouse” to “Warehouse” on “All Risks” basis, including War Risks and Strikes.
- 8. Incidental Services (GCC Clause 13)** 8.1 Incidental services to be provided are:
- i. Installation and commissioning of equipment;
  - ii. Operational and maintenance training of equipment.
  - iii. ....[insert any other additional requirement].  
*[Selected services covered under GCC Clause 13 and/or other should be specified with the desired features. The price quoted in the Tender price or agreed with the selected Supplier shall be included in the Contract Price. If no incidental services are required state “not applicable”]*
- 9. Spare Parts (GCC Clause 14)** 9.1 Additional spare parts requirements are:
- a. Supplier shall carry sufficient inventories to assure exstock supply of consumable spare parts for the Goods;
  - b. Other spare parts and components shall be supplied as promptly as possible, but in any case within six (6) months of placing the order and opening the letter of credit.
  - c. .... *[specify other additional requirements.]*
- 10. Warranty (GCC Clause 15)** 10.1 In partial modification of the provisions, the warranty period shall be ..... hour *[as applicable and if necessary]* of operation or 12-36 *[as applicable]* months from date of acceptance of the Goods or 12-36 *[as applicable]* months from the date of delivery, whichever occurs earlier ..... *[Insert appropriate hrs/mths as per Technical Specification or Schedule of Requirements or as per the nature of the Goods]*. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, at its discretion, either:
- a. make such changes, modification, and/or additions to the

Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the contract at its own cost and expense and to carry out further performance tests in accordance with SCC 4.1 or

- b. Pay liquidated damages to the Procurement Entity with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be (0.1 to 0.5%) per week.

*[The rate should be higher than the adjustment rate used in the Tender evaluation under ITT 28.5 (f) or (g).]*

10.2 The period for correction of defects in the warranty period is: 50%. time of the delivery schedule of the particular goods.

10.3 ..... [specify other suitable conditions for warranty, if necessary].

**11. Payment  
(GCC Clause  
16)**

11.1 Payment for Goods and Services supplied shall be made in Ghanaian Cedis, as follows;

- i. Advance Payment: Forty (40) percent of the Contract Price shall be paid within twenty-eight (28) days of signing of the Contract against a simple receipt and a bank guarantee for the equivalent amount and in the form provided in the Tender documents or another form acceptable to the Procurement Entity.
- ii. On Delivery: Forty (40) percent of the Contract Price shall be paid on receipt of the Goods and upon submission of the documents specified in GCC Clause 10.
- iii. On Acceptance: The remaining twenty (20) percent of the Contract Price shall be paid to the Contractor within twenty-eight (28) after the date of the acceptance certificate for the respective delivery issued by the Procurement Entity.

**12. Prices  
(GCC Clause  
17)**

12.1 Tender Prices may be adjusted only in the case of Tender validity extension requested by the Procurement Entity.  
*[To be inserted only if price is subject to adjustment under GCC Clause 17.1]*

- 12.2 Procurement Entity shall not entertain Contract Price variation due to the effect of any notice of notification of exchange rate variation of any convertible currency.
- 13. Liquidated Damages (GCC Clause 23)** 13.1 Applicable rate for the Liquidated damages is : 0.1% to 0.5% per day.  
*[Applicable as per the nature of the Goods. Applicable rate shall not exceed one-half (0.5) percent per day, and the maximum shall not exceed ten (10) percent of the delayed good's Contract Price.]*
- 14. Resolution of Disputes (GCC Clause 28)** 14.1 The dispute resolution mechanism to be applied pursuant to clause 28.2 of the General Conditions of Contract shall be as follow:
- a. in the case of a dispute between the Procurement Entity and a Supplier which is a national of Ghana, the dispute shall be referred to adjudication/arbitration; and
  - b. in the case of dispute between the Procurement Entity and the Foreign Supplier, the dispute shall be settled by arbitration in accordance with the provisions of the United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules.
- 15. Governing Language (GCC Clause 29)** 15.1 The governing Language shall be English.
- 16. Notices (GCC Clause 31)** 16.1 For the notice purposes Procurement Entity and Supplier's address shall be as follows:
- Procurement Entity's address for notice purposes:  
 .....  
 .....  
 .....
- Supplier's address for notice purposes:  
 .....  
 .....  
 .....

# SECTION XVII: Secondary Procurement Forms

## Secondary Procurement Forms

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## Request for Quotation

### Secondary Procurement under a Framework Agreement (method: mini-competition)

<b>From:</b>	<i>[Insert Procurement Entity/Lead Entity/Procurement Agent's legal name]</i>
<b>Procurement Entity/Lead Entity/Procurement Agent's Representative:</b>	<i>[Insert name of Procurement Entity/Lead Entity/Procurement Agent's Representative]</i>
<b>Title/Position:</b>	<i>[Insert Representatives title or position]</i>
<b>Address:</b>	<i>[Insert Procurement Entity/Lead Entity/Procurement Agent's address]</i>
<b>Telephone:</b>	<i>[Insert Representatives telephone number]</i>
<b>Email:</b>	<i>[Insert Representatives email address]</i>

<b>To:</b>	<i>[Insert Supplier's legal name]</i>
<b>Supplier's Representative:</b>	<i>[Insert name of Supplier's Representative]</i>
<b>Title/Position:</b>	<i>[Insert Representatives title or position]</i>
<b>Address:</b>	<i>[Insert Supplier's address]</i>
<b>Telephone:</b>	<i>[Insert Representatives telephone number]</i>
<b>Email:</b>	<i>[Insert Representatives email address]</i>

<b>Framework Agreement (FWA):</b>	<i>[Insert short title of FWA]</i>
<b>FWA Date:</b>	<i>[Insert FWA Date]</i>
<b>FWA Reference No.</b>	<i>[Insert FWA reference]</i>

<b>RFQ Ref No.:</b>	<i>[Insert reference]</i>
<b>RFQ Date:</b>	<i>[Insert date of RFQ]</i>
<b>RFQ issued:</b>	This RFQ has been transmitted by: "post" or "email" or "hand delivery"

#### Attachments:

Annex 1: Procurement Entity/Lead Entity/Procurement Agent's Requirements

Annex 2: Quotation Form

Annex 3: Call-off Contract for Supply of Goods *[this may be the Call-off Contract Form or another acceptable template]*

Dear *[insert name of Supplier's Representative]*,

### **1. Request for Quotation (RFQ)**

- a. With reference to above Framework Agreement (FWA), you are invited to submit your most competitive Quotation in this Secondary Procurement process. The Quotation is for the Goods *[add if applicable: "and the Related Services,"]* described in Annex 1: Procurement Entity/Lead Entity/Procurement Agent's Requirements, attached to this RFQ.

### **2. Price**

- a. Your Quotation must be submitted in the format contained in Annex 2: Supplier Quotation Form.
- b. Your Quotation, excluding any additional price for inland transportation and other services required in the Procurement Entity/Lead Entity/Procurement Agent's Country to convey the Goods to their final destination specified in RFQ not included in the Base Price, cannot be higher than the Base Price for the Goods *[add if applicable: "and Related Services,"]* as established in the Framework Agreement: Price Schedules adjusted for any change in Laws and Regulations in accordance with FWA Specific Provisions. *[OR use the following text if the Base Price is subject to a price adjustment: Your Quotation cannot be higher the Base Price for the Goods [add if applicable: "and Related Services,"] as established in the Framework Agreement: Price Schedules, adjusted by applying the price adjustment formula and any adjustment for change in Laws and Regulations in accordance with FWA Specific Provisions"]*
- c. The price for any additional inland transportation and other services required in the Procurement Entity/Lead Entity/Procurement Agent's Country to convey the Goods to their final destination specified in RFQ not included in the Base Price shall be quoted.
- d. The price that you quote shall be fixed and shall not be subject to any further adjustment.
- e. The Quotation shall be in the same currency(ies) specified in the Framework Agreement: Price Schedules.
- f. The Quotation will be valid for a period of *[insert number of calendar days]*

### **3. Performance Security** *[delete if no performance security is required]*

- a. If your Quotation is successful, you will be required to provide a Performance Security in accordance with the Call-off Contract.

### **4. Clarifications**

- a. If you require clarification(s) regarding this RFQ, send your request in writing (email or hard copy *or through e-procurement system* if available) to our above-named Representative before *[insert date and time]*. We shall forward copies of our response to all Suppliers including a description of the inquiry but without identifying its source.

### **5. Submission of Quotations**

- a. Quotations are to be submitted in the form attached at Annex 2 and *[insert method e.g. in hard copy with 3 copies, by email, through e-procurement system]*.
- b. The deadline for submission of Quotations is *[insert time, day, month, year]*.
- c. The address for submission of Quotations is:

Attention: *[insert full name of person, if applicable]*

Street Address: *[insert street address and number]*

Floor/ Room number: *[insert floor and room number, if applicable]*

City: *[insert name of city or town]*

Ghana Post GPS Code: *[insert Ghana Post GPS code, if applicable]*

Country: *[insert name of country]*

## 6. Opening of Quotations

- a. Quotations will be opened in the presence of Suppliers, or their representatives who choose to attend, at *[insert time]* on *[insert day, month, year same as or immediately after the deadline for the submission of Quotations.]*

## 7. Evaluation of Quotations

- a. Quotations will be evaluated *[select either “item-wise” or “lot-wise”]* and according to the criteria and methodology described in the Framework Agreement: Secondary Procurement.

## 8. Contract

- a. Attached, as Annex 3 to this RFQ, is the draft Call-off Contract that will apply to this Secondary Procurement. If successful, you will be required to sign a Call-off Contract on the same, or similar terms. *[Instructions: complete a draft Call-off Contract for this procurement and attach it to this RFQ]*

On behalf of the Procurement Entity/Lead Entity/Procurement Agent:

**Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title/position:** \_\_\_\_\_



## RFQ ANNEX 1: Requirements

*[The Procurement Entity/Lead Entity/Procurement Agent shall complete these tables, as appropriate, to enable the Supplier to prepare the Quotation]*

### List of Goods and Delivery Period

Line Item N°	Description of Goods	Quantity required	Physical unit	Named Place of Destination	Place of Final Destination (Project Site)	Applicable Incoterms (e.g. CIP, DDP, EXW etc.)	Delivery Period from Date of formation of Call-off contract

### List of Related Services and Completion Schedule

Service	Description of Service	Quantity required	Physical Unit	Place where Services shall be performed	Completion Period of Services
<i>[insert Service No]</i>	<i>[insert description of Related Services]</i>	<i>[insert quantity of items to be supplied]</i>	<i>[insert physical unit for the items]</i>	<i>[insert name of the Place]</i>	<i>[insert no. of days such as from Delivery Period or receipt of Goods, as appropriate]</i>

## Technical Specifications, Drawings, Inspections and Tests

The Technical Specifications, Drawings, Inspections and Tests as are described in the Framework Agreement **Section V**: Schedule of Requirements.

*[Add any additional information consistent with the information provided in the Schedule of Requirements]*

## RFQ ANNEX 2: Supplier Quotation Form

<b>From:</b>	<i>[Insert Supplier's legal name]</i>
<b>Supplier's Representative:</b>	<i>[Insert name of Supplier's Representative]</i>
<b>Title/Position:</b>	<i>[Insert Representatives title or position]</i>
<b>Address:</b>	<i>[Insert Supplier's address]</i>
<b>Email:</b>	<i>[Insert Supplier's email address]</i>

<b>To:</b>	<i>[Insert Procurement Entity/Lead Entity/Procurement Agent's legal name]</i>
<b>Procurement Entity/Lead Entity/Procurement Agent's Representative:</b>	<i>[Insert name of Procurement Entity/Lead Entity/Procurement Agent's Representative]</i>
<b>Title/Position:</b>	<i>[Insert Representatives title or position]</i>
<b>Address:</b>	<i>[Insert Procurement Entity/Lead Entity/Procurement Agent's address]</i>

<b>Framework Agreement (FWA)</b>	<i>[Insert short title of FWA]</i>
<b>FWA Reference No.</b>	<i>[Insert Procurement Entity/Lead Entity/Procurement Agent's FWA reference]</i>
<b>Date of Framework Agreement:</b>	<i>[Insert FWA date]</i>

<b>RFQ Ref No.:</b>	<i>[Insert Procurement Entity/Lead Entity/Procurement Agent's reference]</i>
<b>Date of Quotation:</b>	<i>[Insert date of Quotation]</i>

Dear *[insert name of Procurement Entity/Lead Entity/Procurement Agent's Representative]*

### SUBMISSION OF QUOTATION

#### 1. Conformity and no reservations

In response to the above named RFQ we offer to supply the Goods, *[add if applicable: "and deliver the Related Services,"]* as per this Quotation and in conformity with the RFQ, Delivery and Completion Schedules, Technical Specifications, Drawings, Inspections and Tests. We confirm that we have examined and have no reservations to the RFQ, including the Call-off Contract.

## 2. Eligibility and conflict of interest

We declare that we continue to be qualified and meet the eligibility requirements and that we have no conflict of interest. If awarded the Call-off Contract, the Goods [*add if applicable: "and Related Services,"*] that we supply shall be sourced from an eligible country.

We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by PPA.

## 3. Tender Price

The total price of our Tender, excluding any unconditional discounts offered in item (g) below is [*insert the total price of the Tender in words and figures, indicating the various amounts and the respective currencies*].

## 4. Unconditional Discounts

The unconditional discounts offered are: [*Specify in detail each discount offered.*]

The exact method of calculations to determine the net price after application of unconditional discounts is: [*Specify in detail the method that shall be used to apply the discounts*].

## 5. Quotation Validity Period

Our Quotation shall be valid for the period specified in RFQ, and it shall remain binding upon us and may be accepted at any time before it expires.

## 6. Performance Security [*delete if no performance security is required*]

If we are awarded the Call-off Contract, we commit to obtain a Performance Security in accordance with the RFQ.

## 7. Commissions, gratuities, fees

We have paid, or will pay the following commissions, gratuities, or fees with respect to this Quotation or execution of a Call-off Contract [*If none has been paid or is to be paid, indicate "none."*]

Name of Recipient	Address	Reason	Amount

## 8. Not Bound to Accept

We understand that you reserve the right to:

- a. accept or reject any Quotation and are not bound to accept the lowest evaluated cost Quotation, or any other Quotation that you may receive, and
- b. annul the RFQ process at any time prior to the award of a Call of Contract without incurring any liability to Suppliers.

**9. Fraud and Corruption**

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

On behalf of the Supplier:

**Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title/position:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_

**Email:** \_\_\_\_\_

## Quotation for Goods: Price Schedule 1

**Manufactured outside Ghana, to be imported**

1	2	3	4	5	6	7	8	9
Line Item N°	Description of Goods	Country of Origin	Delivery Period as defined by Incoterms	Quantity and physical unit	Unit price DDP <i>[insert place of destination]</i>	DDP Price per line item (Col. 5x6)	Price per line item for inland transportation and other services required in Ghana to convey the Goods to their final destination specified in RFQ	Total Price per Line item (Col. 7+8)
<i>[insert number of the item]</i>	<i>[insert name of good]</i>	<i>[insert country of origin of the Good]</i>	<i>[insert quoted Delivery Period]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert unit price DDP per unit]</i>	<i>[insert total DDP price per line item]</i>	<i>[insert the corresponding price per line item]</i>	<i>[insert total price of the line item]</i>
<b>Quotation Price</b>								

## Quotation for Goods: Price Schedule 2

### Manufactured outside Ghana, already imported\*

1	2	3	4	5	6	7	8	9	10	11	12
Line Item N°	Description of Goods	Country of Origin	Delivery Period as defined by Incoterms	Quantity and physical unit	Unit price including Custom Duties and Import Taxes paid	Custom Duties and Import Taxes paid per unit [to be supported by documents]	Unit Price net of custom duties and import taxes (Col. 6 minus Col.7)	Price per line item net of Custom Duties and Import Taxes paid (Col. 5x8)	Price per line item for inland transportation and other services required in Ghana to convey the goods to their final destination, as specified RFQ	Sales and other taxes paid or payable per item if contract is awarded	Total Price per line item (Col. 9+10)
<i>[insert number of the item]</i>	<i>[insert name of Goods]</i>	<i>[insert country of origin of the Good]</i>	<i>[insert quoted Delivery Period]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert unit price per unit]</i>	<i>[insert custom duties and taxes paid per unit]</i>	<i>[insert unit price net of custom duties and import taxes]</i>	<i>[insert price per line item net of custom duties and import taxes]</i>	<i>[insert price per line item for inland transportation and other services required in Ghana]</i>	<i>[insert sales and other taxes payable per item if Contract is awarded]</i>	<i>[insert total price per line item]</i>
<b>Quotation Price</b>											

Name of Supplier *[insert complete name of Supplier]* Signature of Supplier *[signature of person signing the Tender]* Date *[insert date]*

\* *[For previously imported Goods, the quoted price shall be distinguishable from the original import value of these Goods declared to customs and shall include any rebate or mark-up of the local agent or representative and all local costs except import duties and taxes, which have been and/or have to be paid by the Procurer. For clarity Suppliers are asked to quote the price including import duties, and additionally to provide the import duties and the price net of import duties which is the difference of those values.]*

## Quotation for Goods: Price Schedule 3

### Manufactured in Ghana

1	2	3	4	5	6	7	8	9	10
Line Item N°	Description of Goods	Delivery Period as defined by Incoterms	Quantity and physical unit	Unit price EXW	Total EXW price per line item (Col. 4x5)	Price per line item for inland transportation and other services required in Ghana to convey the Goods to their final destination Invitation for Price Tender	Cost of local labor, raw materials and components from with origin in Ghana % of Col. 5	Sales and other taxes payable per line item if Contract is awarded (in accordance with ITP 43.6(a)(ii))	Total Price per line item (Col. 6+7)
<i>[insert number of the item]</i>	<i>[insert name of Good]</i>	<i>[insert quoted Delivery Date]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert EXW unit price]</i>	<i>[insert total EXW price per line item]</i>	<i>[insert the corresponding price per line item]</i>	<i>[Insert cost of local labor, raw material and components from within Ghana as a % of the EXW price per line item]</i>	<i>[insert sales and other taxes payable per line item if Contract is awarded]</i>	<i>[insert total price per item]</i>
<b>Quotation Price</b>									



## Quotation for Related Services: Price Schedule

### 4

1	2	3	4	5	6	7	
Item No.	Item description	Description of Services (excludes inland transportation and other services required in Ghana to convey the goods to their final destination)	Country of Origin	Completion Period at place of Final destination	Quantity and physical unit	Unit price	Total Price per Service (Col. 5*6 or estimate)
<i>[insert number of the item]</i>		<i>[insert name of Services]</i>	<i>[insert country of origin of the Services]</i>	<i>[insert Delivery Period at place of final destination per Service]</i>	<i>[insert number of items to be supplied and name of the physical unit]</i>	<i>[insert unit price per item]</i>	<i>[insert total price per item]</i>
<b>Quotation Price</b>							

## Total Quotation

The total cost for the supply and delivery of the Goods, and related Services is as follows:

Price Schedule Quotations	Amount
Goods: Price Schedule 1	
Goods: Price Schedule 2	
Goods: Price Schedule 3	
Related Services: Price Schedule 4	
<b>Total Quotation</b>	

# Sample Letter of Award of Call-off Contract

*[modify as appropriate]*

*[use letterhead paper of the Procurement Entity/Lead Entity/Procurement Agent]*

*[date]*

To: *[name and address of the Supplier]*

Subject: **Notification of Award of Call-off Contract No.** . . . . .

In reference to the Framework Agreement *[insert reference number and date]*

*[For mini-competition, add the following: “and your Quotation *[insert reference number and date]* has been accepted.”]*

please find inclosed herewith the Call-off Contract. You are requested to sign the Call-off contract within *[insert no of days]*.

*[Insert the following if Performance Security is required: “You are also requested to furnish a Performance Security within *[insert no of days]* in accordance with the Conditions of Call-off Contract, using for that purpose one of the Performance Security Forms included in the Framework Agreement Secondary Procurement Forms. “]*

Authorized Signature: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Entity: \_\_\_\_\_

**Attachment: Call-off Contract**

## Call-off Contract for the supply of Goods

<b>Framework Agreement (FWA):</b>	<i>[insert short title of FWA]</i>
<b>FWA Date:</b>	<i>[insert FWA date]</i>
<b>FWA reference number:</b>	<i>[insert FWA reference number]</i>
<b>Goods:</b>	<i>[short title for type of Goods]</i>

<b>Procurement Entity/Lead Entity/Procurement Agent:</b>		<b>Supplier:</b>		
<i>[name of Procurement Entity/Lead Entity/Procurement Agent]</i> <i>[address]</i>		<i>[name of Supplier]</i> <i>[address]</i>		
<b>GOODS (GCC 1.1 i)</b>				
<b>Code</b>	<b>Product name</b>	<b>Quantity</b>	<b>Unit price</b>	<b>Total</b>
<i>[insert code]</i>	<i>[description of Goods]</i>	<i>[number]</i>	<i>[price]</i>	<i>[amount]</i>
Special instructions/comments:		<b>Total</b>		
<b>Required Delivery period as per INCOTERMS</b> <i>[See Delivery Periods in the FWA]</i>		<i>[insert period]</i> as per applicable INCOTERMS		

<b>RELATED SERVICES (GCC 1.1 I)</b>				
<b>Code</b>	<b>Name/description of service</b>	<b>Quantity</b>	<b>Price</b>	<b>Total</b>
[insert code]	[Describe the Related Services covered under <b>GCC Sub-Clause 25.2</b> and/or Framework Agreement <b>Section V: Schedule of Requirements</b> . The price quoted in the Framework Agreement or as agreed with the selected Supplier shall be included in the Contract Price.]	[number]	[price]	[amount]
Special instructions/comments:		<b>Total</b>		
<b>Required Completion period [See Completion Periods in the FWA]</b>		[insert period]		

<b>Contract Documents (GCC 2)</b>
<p>1) The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other contract documents.</p> <p>(a) Letter of Award of Call-off Contract</p> <p>(b) Supplier's Quotation (if applicable)</p> <p>(c) Addenda No. ____ (if any)</p> <p>(d) Special Conditions of Call-off Contract</p> <p>and by reference the following documents:</p> <p>(e) Framework Agreement,</p> <p>(f) Section VIII- Framework Agreement General Provisions,</p> <p>(g) Section IX- Framework Agreement Specific Provisions</p> <p>(h) Section V: Schedule of Requirements [insert relevant items from section V as applicable to the Call-off contract such as technical specifications, any drawings, and inspection and tests]</p> <p>(i) Section XV: Call-off Contract General Provisions</p> <p>(j) [List any other document]</p>

- 2) In consideration of the payments to be made by the Procurement Entity/Lead Entity/Procurement Agent to the Supplier as specified in this Call-off Contract, the Supplier hereby covenants with the Procurement Entity/Lead Entity/Procurement Agent to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
- 3) The Procurement Entity/Lead Entity/Procurement Agent hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services 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.

For and on behalf of the Procurement Entity/Lead Entity/Procurement Agent

Signed: *[insert signature]*

in the capacity of *[insert title or other appropriate designation]*

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

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

For and on behalf of the Supplier

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

in the capacity of *[insert title or other appropriate designation]*

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

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

Attachment

1. Special Conditions of Call-off Contract
2. Supplier's Quotation (if applicable)
3. *[Any other documents]*

## Performance Security

Date:

To: [name of Procurement Entity/Lead Entity/Procurement Agent]

[address of Procurement Entity/Lead Entity/Procurement Agent]

WHEREAS [*name and address of Supplier*] (hereinafter called “the Supplier”) has undertaken, in pursuance of Contract No. [*reference number of the contract*] dated \_\_\_\_\_ [*yy/mm/dd*] to supply [*description of goods and services*] (hereinafter called “the Contract”).

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a bank guarantee by a reputable bank for the sum specified therein as security for compliance with the Supplier’s performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier such a Bank guarantee:

NOW THEREFORE we hereby affirm that we are the Guarantors and responsible to you, on behalf of the Supplier, up to a total of [amount of the guarantee in words and figures Ghanaian Cedis], and we undertake to pay you, upon your first written demand such sum being payable in the types and proportions of currencies in which the contract price is payable, and without cavil or argument, any sum or sums within the limits of [*amount of guarantee in Ghana Cedis*] as aforesaid, without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of demanding the said debt from the Supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Goods to be supplied thereunder or of any of the Contract documents which may be made between you and the Supplier shall in any way release us from liability under this Guarantee, and we hereby waive notice of any such change, addition or modification.

This Guarantee is valid until a date 28 day from the date of issue of the Certificate of Acceptance.

Signature and seal of the Guarantors

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[name of bank]

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[address]

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[date]

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# Advance Payment Security Demand Guarantee

Date:

To: [name of Procurement Entity/Lead Entity/Procurement Agent]

[address of Procurement Entity/Lead Entity/Procurement Agent]

[name of Contract]

Gentlemen and/or Ladies;

In accordance with the payment provision included in the Special Conditions of Contract, to provide for advance payment, *[name and address of Supplier]* (hereinafter called “the Supplier”) shall deposit with *[name of the Procurement Entity]*, The Government of Ghana (hereinafter called “the Procurement Entity”) a bank guarantee to guarantee his proper and faithful performance under the said Clause of the Contract in an amount of *[amount of guarantee in figures and words in Ghanaian Cedis]*.

We, the *[name of the bank]*, as instructed by the Supplier, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the Procurement Entity on his first demand without whatsoever right of objection on our part and without his first claim to the Supplier, in the amount not exceeding *[amount of guarantee in figures and words in Ghanaian Cedis]*.

We further agree that no change or addition to or other modification of the terms of the supply of Goods to be performed thereunder or of any of the Contract documents which may be made between the Procurement Entity and the Supplier, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification. This guarantee shall remain valid and in full effect from the date of the advance payment under the Contract until the Procurement Entity receives full repayment of the same amount from the Supplier.

Yours truly,

Signature and seal of the Bank

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[name of Bank]

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[address]

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[date]

List of Procurement Entities (if applicable)

[delete this section if this is a Single-User FWA i.e. single Procurement Entity FWA]

The following entities are participating in this Framework Agreement.

#	Name of Procurement Entity	Address	Representative
1.	<i>[insert complete name of Lead Procurement Entity #1]</i> <i>[insert the type of legal entity]</i>	<i>[insert the address of the principle place of business]</i>	Name: Title/position: Phone: Mobile: E-mail:
2.	<i>[insert complete name of Procurement Entity #2]</i> <i>[insert the type of legal entity]</i>	<i>[insert the address of the principle place of business]</i>	Name: Title/position: Phone: Mobile: E-mail:
3.	<i>[insert complete name of Procurement Entity #3]</i> <i>[insert the type of legal entity]</i>	<i>[insert the address of the principle place of business]</i>	Name: Title/position: Phone: Mobile: E-mail: