



REPUBLIC OF GHANA

**STANDARD
TENDER DOCUMENT
FOR**

**Selection of Technical
Service Providers**
(Small Assignments)

Public Procurement Authority

Accra, Ghana

April, 2014

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Introduction

This Standard Request for Proposals (SRFP) for the selection of Technical Services Providers for small value assignments (herein also referred to as Tenderers) has been prepared for use by Procurement Entities of the Republic of Ghana in accordance with the Public Procurement Act 2003 (Act 663) in the procurement of technical services for small assignments through National Competitive Tendering. The SRFP can be used with the different selection methods described in the Act, i.e. quality and cost-based selection (QCBS), quality-based selection (QBS) and cost-based selection (CBS). The SRFP conforms to accepted international standards.

Before preparing an RFP, the user must be familiar with the provisions of the Public Procurement Act for appointment of Tenderers and must have chosen a method of selection.

This Standard Tendering Document (STD) is intended as model lump-sum type of Contract, which is the most common in Technical Services contracting. Lump sum contracts are used in particular for Services which are well defined and are unlikely to change in quantity or specification, and where encountering difficult or unforeseen site conditions are unlikely.

Care should be taken to check the relevance of the provisions of the standard documents against the requirements of the specific Services to be procured. The following directions should be observed when using the documents:

- (a) All the documents listed in the Table of Contents are normally required for the procurement of Services; however, they should be adapted as necessary to the circumstances of the particular Project.
- (b) Details to be provided by the Employer prior to release of the tender documents are limited to the Invitation for Tenders (Section I), Instructions to Tenderers (Section II), and Contract Form (Section III), in addition to Section II which deals with Description of Services. Specific details should be furnished in the spaces indicated by italicized notes inside brackets i.e. [*insert here*] or dashes i.e. _____. Those details not filled in by the Employer are the responsibility of the Tenderer.

The Instructions to Tenderers and the Contract Form should not be modified.

All italicized text (including footnotes) are for use in preparing the Tender documents and should not be included in the final product.

[on letterhead of Employer]

Tender No.

for

[Insert title or brief description of the service]

Invitation for Tenders

Date:

1. This Invitation for Tenders follows the General Procurement Notice for this Project which appeared in [insert media] Issue no.[insert the issue No] dated [insert dates of issue of GPN].
2. The Government of Ghana has set aside funds for the operation of the [insert the name of Procuring Entity] during the financial year [insert the year under financing]. It is intended that part of the proceeds of the fund will be used to cover eligible payment under the contract for the [insert the name of the contract]

or

The [insert name of Procuring Entity] has received/has applied for/intends to apply for a [loan/credit /grant] from the [name of financing institution] towards the cost of [insert name of project], and it intends to apply part of the proceeds of this [loan/credit/grant] to cover eligible payments under the contract for [insert name of the contract].

3. The [Insert the name of the Procuring Entity] now invites sealed Tenders from eligible [Insert "National" if exclusive preference is applicable] providers of [insert brief description of the services to be procured].

or

The [Insert the name of the Procuring Entity] now invites sealed Tenders from the following shortlisted service providers of [insert brief description of the services to be procured].

4. Interested eligible Tenderers may obtain further information from and inspect the Tendering Documents at the office of the [Insert the physical and postal address of the Procuring Entity] from [start and end of working hours] on Mondays to Fridays inclusive except on public holidays.
5. A complete set of Tender Documents and additional sets may be purchased by interested Tenderers on the submission of a written application to the address given under paragraph 4 above and upon payment of a non-refundable fee of [insert amount].

6. This Invitation for Tender consists of the following documents:
- Section I: Instructions To Tenderers
 - Section II: Description of Services
 - Section III: Contract Form
 - Section V: Tender Forms
 - Service Provider's Tender Form
 - Qualification Information Forms
 - Performance Bank Guarantee [Unconditional] Form
 - Bank Guarantee for Advance Payment Form
7. All Tenders must be accompanied by a Tender Securing Declaration in the format provided, in original form and in the amount of *[insert amount]*.
- or
- All Tenders must be accompanied by a Tender Securing Declaration in the format provided in the Tendering Documents.
8. All Tenders in one original plus *[Insert the number of copies required]*, properly filled in, and enclosed in plain envelopes must be delivered to the address *[insert physical address, room number, floor, building/plot]* at or before *[insert time and date]*. Tenders will be opened promptly thereafter in public and in the presence of Tenderers' representatives who choose to attend in the opening at the *[insert the physical address of the place for tender opening]*.
9. Tenders shall remain valid for *[insert period]* after submission.
10. Late Tenders, portion of Tenders, electronic Tenders, Tenders not received, and not opened and not read out in public at the Tender opening ceremony shall not be accepted for evaluation irrespective of the circumstances.

Yours sincerely,

[insert signature name and title of Employer's Representative]

SECTION I: INSTRUCTION TO TENDERERS

A. Introduction

- 1. Scope of Tender** 1.1 Section II: Description of Services, provides the scope of the assignment to be conducted and services requested from the Tenderers. Tenderers are expected to submit:
- a. relevant experience in similar assignments; and
 - b. updated detailed Curriculum Vitae (CVs)
- 2. Duration of Assignments** 2.1 The expected duration of the assignment is [*insert duration*] from the date of commencement.
- 3. Eligible Tenderers** 3.1 Tenderers may be natural persons, companies or firms registered in the Republic of Ghana and shall satisfy all relevant licensing, registration and tax requirements with the appropriate statutory bodies in The Republic of Ghana.
- 3.2 A Service Provider may be ineligible if
- 3.3 a. the Service Provider is declared bankrupt or, in the case of company or firm, insolvent;
 - 3.4 b. the Service Provider is convicted, by a final judgment, of any offence involving professional conduct.
- 4. Tender Prices** 4.1 Tenderers must submit priced quotations (Contract Price) with breakdown including all rates and prices and reimbursable costs if any as described in Section II; Description of Services and listed in the Activity Schedule.
- 5. One Tender per Tenderer** 4.1 A Tenderer shall submit only one Tender, in the same tendering process, either individually as a Tenderer or as a partner in a joint venture.
- 6. Cost of Tender** 5.1 The Tenderer shall bear all costs associated with the preparation and submission of its Tender, and the Procuring Entity will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process,
- 7. Service Provider's Tender Form** 7.1 The Tenderer shall fill the Service Provider's Form of Tender furnished in the Tendering Documents. The Form of Tender must be completed without any alterations to its format and no substitution shall be accepted.
- 8. Format and Signing of Tender** 8.1 The Tenderer shall prepare one original of the documents constituting the Tender as described in ITT Clause 11, bound with the volume containing the Service Provider's Form of Tender, and clearly marked "ORIGINAL". In addition, the Tenderer shall submit [*insert number*] copies of the Tender clearly marked as "COPIES." In the event of

discrepancy between them, the original shall prevail.

8.2 The original and the copy or copies of the Tender shall be typed or written in indelible ink and shall be signed by the Tenderer or a person or persons duly authorized to sign on behalf of the Tenderer. This authorization shall consist of a written confirmation in the form of a Power of Attorney 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, except for un-amended printed literature, shall be initialled by the person or persons signing the Tender.

8.3 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the person signing the Tender.

8.4 The Tenderer shall furnish information as described in the Service Provider's Form of Tender on commissions or gratuities, if any, paid or to be paid to agents relating to this Tender and to Contract execution if the Tenderer is awarded the Contract.

9. Sealing and Marking of Tenders

9.1 The Tenderer shall seal the original and each copy of the Tender, in separate sealed envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." These envelopes containing the original and the copies shall then be enclosed in one single plain envelope securely sealed in such a manner that opening and resealing cannot be achieved undetected.

10. Submission of Tenders

The inner and outer envelopes shall:

a. be addressed and submitted to the Procuring Entity at the following address [*specify below*]

Street address: [*insert the street address*]

Building/Plot No. [*insert the building/plot no.*]

Floor/Room No. [*insert floor/room no.*]

City/Town [*insert city/town*]

Country [*insert country*]

b. bear the Project name [*insert project name*] and a statement: "DO NOT OPEN BEFORE [*insert TIME and DATE*],"

11. Deadline for Submission

11.1 Tenders shall be received by the Procuring Entity at the address specified in sub-Clause 9.1(a) no later than [*insert date and time for submission*]. Tenders submitted later than the deadline for submission shall be recorded as non-responsive and will not be evaluated regardless of the circumstances.

11.2 The Procuring Entity may, in exceptional circumstances and at

its discretion, extend the deadline for submission of Proposals by issuing and amending the RFP, in which case all rights and obligations of the Procuring Entity and the Tenderers previously subject to the original deadline will thereafter be subject to the new deadline.

12. Opening of Tenders

- 12.1 The Procuring Entity will open all Tenders in public, in the presence of Tenderers or their representatives who choose to attend, and other parties with a legitimate interest in the Proposal proceedings, at the place, on the date and at the time specified in sub-Clause 11.1. Tenderers' representatives present shall sign a register as proof of their attendance. The omission of a Tenderers signature on the record shall not invalidate the contents or affect the record. A copy of the record shall be distributed to all the Tenderers.
- 12.2 All envelopes shall be opened one at a time. The Tenderers' names, the presence or absence of Tender Securing Declaration, and such other details will be announced by the Entity Tender Committee at the opening. One of the Tenderers representative shall be nominated to verify the information read out.
- 12.3 No Tender will be rejected at Tender Opening except for late Proposals which will be returned unopened to the Service Provider, pursuant to Clause 11.1

13. Evaluation of Tenders

- 13.1 Submitted Tenders shall be evaluated as following
- a. Preliminary examination to confirm that the Tender conforms to all the terms, conditions and specifications of the Tender Documents without material deviation or reservation.
 - b. The procuring Entity shall evaluate the technical aspects of the Tenders submitted to confirm that all requirements specified in Section II: Description of Services of the Tendering Documents have been met without material deviation or reservation.
 - c. Tender Prices of Tenders determined to be substantially responsive as in "a" and "b" shall be evaluated and compared
- 13.2 The Tender with the lowest evaluated price from among those which are eligible, compliant

14. Negotiations

- 14.1 The Tenderer with the lowest evaluated Tender shall be invited for negotiations pertaining to contract prices and contract terms. If an agreement is not reached the next Tenderer by order of merit will be invited for negotiations.

- 15. Award of Contract**
- The Procuring Entity will award the contract to the Tenderer whose Tender has been determined to be substantially responsive to the Tender Documents and who has offered the Lowest Evaluated Tender Price, provided that such Tenderer has successfully concluded negotiations with the Procuring Entity, if any.
- 16. Procuring Entity's Right to accept any Tender and to Reject any or all Tenders**
- 16.1 The Procuring Entity reserves the right to accept or reject any Tender, and to cancel the Tendering Documents and reject all Tenders, at any time prior to the award of Contract, without thereby incurring any liability to the affected Tenderer or Tenderers.
- 17. Notification of Award**
- 17.1 Prior to awarding of the contract, the Procuring Entity shall issue a notice of intention to award the contract to all Tenderers who participated in the tender in question giving them fourteen (14) days within which to submit complaints to the Procuring Entity thereof, if any
- 17.2 Where no complaints have been lodged, the Tenderer whose Proposal has been accepted will be notified of the award by the Procuring Entity prior to expiration of the Tender validity period in writing or in electronic forms that provide record of the content of communication. The Letter of Acceptance will state the sum that the Procuring Entity will pay the successful Tenderer in consideration for the execution of the scope of works as prescribed by the Contract.
- 18 Performance Security**
- 18.1 The notification of award will constitute the formation of the Contract, subject to the Tenderer furnishing the Performance Security in the amount of [insert amount in words and then in figures] and in one of the forms stipulated in Section VIII: Performance Security Forms and signing the Contract.
- 18.2 Failure of the successful Tenderer to comply with the requirements of Clause 18.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Tender Security or execution of the Tender Securing Declaration and any other remedy the Procuring Entity may take under the Contract and the Procuring Entity may resort to awarding the Contract to the next ranked Tenderer.
- 18.3 Upon the successful selection of a Tenderer, the Procuring Entity will promptly notify each unsuccessful Tenderer, the name of the successful Tenderer and will discharge the Tender

Securing Declaration of the unsuccessful Tenderers.

- 18.4 If, after notification of award, a tenderer wishes to ascertain the grounds on which its Tender was not selected, it should address its request to the Procuring Entity. The Procuring Entity will promptly respond in writing or in electronic forms that provide record of the content of communication to the unsuccessful Tenderer.
- 19. Signing of Contract** 19.1 Promptly after notification, Procuring Entity shall send the successful Tenderer the Agreement and Special Conditions of Contract, incorporating all agreements between the parties obtained as a result of Contract negotiations. Within twenty eight (28) days of receipt of the Contract Agreement, the successful Tenderer shall sign and date the Contract and return it to the Procuring Entity.
- 20. Advance Payment** 201 The Procuring Entity will provide an Advance Payment on the Contract Price as stipulated in the Conditions of Contract, subject to a maximum amount of [*insert amount in words and then in figures*].
The advance payment should be accompanied by Advance Payment Security (Guarantee) in the format provided in Section IX: Security Forms.
- 21. Fraud Corruption, Coercion, Collusion, Fraudulent and Obstruction Practices** 21.1 The Government of The Republic of Ghana requires that procuring entities (including beneficiaries of public funds) as well as Tenderers under public - financed Contracts observe the highest standard of ethics during the procurement and execution of such Contracts. In pursuance of this policy, the Government of the Republic of Ghana:
- a) defines, for the purposes of this provision, the terms set forth below as follows:
 - i) “corrupt practice means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in Contract execution, or the making of any payment to any third party, in connection with or in furtherance of this Contract, in violation of the Applicable Law;
 - ii) “coercive practice” means impairing or harming, or threatening to impair or harm directly or indirectly, any party or the property of the party for the purpose of influencing improperly the action or that party in connection with public procurement or in furtherance of corrupt practice or fraudulent practice;

- iii) collusive practices” means a scheme or arrangement between two or more Service Providers, with or without the knowledge of the Employer, designed to establish prices at artificial, non-competitive levels;
 - iv) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Government or a public body and includes collusive practices among tenderers, prior to or after submission designed to establish tender prices at artificial non-competitive levels and to deprive the Government of the benefits of free and open competition;
 - v) “obstructive practice” means deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede the Employer’s investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of the Employer’s inspection and audit rights.;
- b) Will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt fraudulent, coercive, collusive or obstructive practices in competing for the contract.
 - c) In pursuant of the policy defined in ITT sub-clause 18.1(a) the Government will cancel the portion of the funds allocated to the contract for goods, work or services if it at any time determines that corrupt fraudulent, coercive, collusive or obstructive practices were engaged in by representatives of the procuring entity or approving authority or of a beneficiary of the funds during the procurement or the executions of that contract.
 - d) will declare a firm to be ineligible, for a period of up to ten years, to be awarded a public - financed Contract in the Republic of Ghana if it, at any time, determines that the Tenderer has engaged in corrupt,

fraudulent, coercive, collusive or obstructive practices in competing for or in executing a public - financed Contract.

21.2 Any communication between the Tenderer and the Procuring Entity related to matters of alleged fraud or corruption must be made in writing or in electronic forms that provide record of the content of communication.

22. Right to Review

22.1 A Tenderer who claims to have suffered or that may suffer any loss or injury as a result of breach of a duty imposed on a Procuring Entity or an approving authority in the course of these procurement proceedings may submit an application for review in writing or in electronic forms that provide record of the content of communication to the Procuring Entity and a copy shall be served to the Public Procurement Authority (PPA) for Administrative Review provided that the Contract has not entered into force.

23. Submission of Applications for Review

23.1 Applications for Administrative Review which are not amicably settled within twenty-one (21) days by the Procuring Entity may be referred to the Public Procurement Authority as an appeal by the Tenderer.

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SECTION II: DESCRIPTION OF SERVICES

[Give detailed descriptions of the Services to be provided, dates for completion of various tasks, place of performance for different tasks, specific tasks to be approved by Employer, etc.]

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SECTION III: CONTRACT FORM

THIS CONTRACT AGREEMENT IS MADE THIS *[insert date]* day of *[insert month and year]* between *[insert name and address of the Employer]* (hereinafter called "*the Employer*") on the one hand and *[insert name and address of the Service Provider]* (hereinafter called "*the Service Provider*") on the other hand.

WHEREAS, the Employer wishes to have the Service Provider perform the services hereinafter referred to as *[insert brief description of the assignment]* and **WHEREAS**, the Service Provider is willing to perform these services.

The following documents shall be deemed to form and be read and construed as part of this Agreement;

1. This Contract Form
2. The Employer's Notification of Award
3. Letter of Acceptance
4. Service Provider's Tender
5. Priced Activity Schedule
6. Description of Services
7. Appendices
 - Appendix A - Schedule of Payments and Reporting Requirements;
 - Appendix B - Key Personnel and Subcontractors;
 - Appendix C - Breakdown of Contract Price;
 - Appendix D - Services and Facilities to be Provided by the Employer; and
8. Minutes of Negotiation Meeting

NOW THEREFORE THE PARTIES hereby agree as follows:-

1.	Services	<ul style="list-style-type: none"> (i) The Service Provider shall perform the services specified in Section II: Description of Services, which is made an integral part of this Contract ("the Services"). (ii) The Service Provider shall provide the personnel as indicated in Section II: Description of Services to perform the Services. (iii) The Service Provider shall submit to the Employer the
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		reports in the form and within the time periods specified in Section II: Description of Services .
2.	Duration	The Service Provider shall perform the Services during the period commencing <i>[insert date]</i> and continuing through <i>[insert completion date]</i> or any other period as may be subsequently agreed by the parties in writing.
3.	Contract Price	<p>A. <u>Payments</u> For Services rendered pursuant to Section II: Description of Services, the Employer shall pay the Service Provider an amount of <i>[insert amount in currency words and figures]</i> This amount has been established based on the understanding that it includes all of the Service Provider's costs and profits as well as any tax obligation that may be imposed on the Service Provider.</p> <p>B. <u>Schedule of Payments</u> The following payment schedule will be used:- <i>[insert payment schedule]</i></p> <p>C. <u>Payment Conditions</u> Payment shall be made in <i>[insert currency]</i> no later than 30 days following submission by the Service Provider of invoices in duplicate to the Authorized Representative designated in paragraph 5.</p>
4.	Project Administration	<p>A. <u>Authorized Representative</u> Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Employer or the Service Provider may be taken or executed by their Authorized Representatives namely <i>[insert name]</i> on behalf of the Employer; and <i>[insert name]</i> on behalf of the Service Provider</p> <p>B. <u>Reports</u> The reports specified in Section II: Description of Services, shall be submitted by the Service Provider in the course of the assignment.</p>
5.	Obligations of the Service Provider	The Service Provider shall perform the Services in accordance with the Description of Services and the Activity Schedule,

		and carry out their obligations with all due diligence, efficiency and economy in accordance with generally accepted professional techniques and practices.
6.	Confidentiality	The Service Provider shall not, during the term of this Contract and within two (2) years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Employer's business or operations without the prior written consent of the Employer.
7.	Ownership of Material	Any studies reports or other material, graphic, software or otherwise, prepared by the Service Provider for the Employer under the Contract shall belong to and remain the property of the Employer. The Service Provider may retain a copy of such documents and software.
8.	Service Provider Not to be Engaged in Certain Activities	The Service Provider agrees that, during the term of this Contract and after its termination, the Service Provider and any entity affiliated with the Service Provider, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.
9.	Insurance	The Service Provider will be responsible for taking out any appropriate insurance coverage.
10.	Assignment	The Service Provider shall not assign this Contract or sub-contract any portion of it without the Employer's prior written consent.
11	Force Majeure	If either party is unable by reason of Force Majeure to perform its obligations under this Contract, such party shall give notice to other party of the event; Force Majeure denotes any event, the happening or pernicious effect of which could not be reasonably prevented. Either party shall not be responsible or liable for any delay or failure in the fulfilment of its obligations under this Contract, directly or indirectly due to any cause or circumstances beyond its control including but not limited to , any regulations, orders or instructions issued by municipal authorities or any department or agency thereof , acts of God, fires, typhoons, or embargoes, war, hostilities, invasion, acts of public terrorism ,

		<p>epidemics, and quarantine and difficulty in receiving supplies of products or any act mitigating against the production of or supply of the products.</p> <p>Neither party shall be held liable for any damage or loss whether monetary or otherwise as a result Force Majeure.</p>	
12	Obligations of The Employer	<p>The Employer shall use its best efforts to provide the Service Provider such assistance, facilities and exemptions as may be required for the successful completion of the assignment.</p> <p><i>[provide list as necessary]</i></p>	
13.	Law Governing The Contract and Language	<p>The Contract shall be governed by the laws of The Republic of Ghana, and the language of the Contract shall be English.</p>	
14	Termination by the Employer	<p>The Contract will continue until all services and deliverables, if any, have been provided and accepted in accordance with Section II: Description of Services unless it is terminated earlier in accordance with the terms as set out below.</p>	
		a.	<p>if the Service Providers do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Employer may have subsequently approved in writing or in electronic form that provides record of the content of communication</p>
		b.	<p>if the Service Provider become insolvent or bankrupt;</p>
		c.	<p>if, as the result of Force Majeure, the Service Provider(s) are unable to perform a material portion of the Services for a period of not less than <i>[insert number]</i>days; or</p>
		d.	<p>if the Service Provider/s, in the judgment of the Employer has engaged in corrupt, fraudulent, coercive, collusive or obstructive practices in competing for or in executing the Contract;</p>
		e.	<p>if the Service Provider does not maintain a Performance Security in accordance with Clause 19</p>
15	Termination by the Service	<p>The Service Provider may terminate this Contract, by not less than <i>[insert number]</i> days' written notice to the</p>	

	Provider	Employer, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of this Clause:
		a. if the Employer fails to pay any monies due to the Service Provider pursuant to this Contract and not subject to dispute pursuant to Clause 12 within <i>[insert number]</i> days after receiving written notice from the Service Provider that such payment is overdue; or
		b. if, as the result of Force Majeure, the Service Providers are unable to perform a material portion of the Services for a period of not less than <i>[insert number]</i> days.
16	Payment upon Termination	Upon termination of this Contract pursuant to Clause 14 or 16.2, the Employer shall make the following payments to the Service Provider:
		a. remuneration for Services satisfactorily performed prior to the effective date of termination;
		b. except in the case of termination pursuant to paragraphs (a), (b), (d), (e), (f) of Clause 14.1 , reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel.
17	Protection of the Environment	The Service Provider shall take all reasonable steps to protect the environment and to limit damage and nuisance to people and property resulting from pollution, noise and other results of his operations.
18	Health and Safety	The Service Provider shall at all times take all reasonable precautions to maintain the health and safety of his personnel.
19	Performance Security	The Service Provider shall provide the Performance Security to the Employer no later than the date specified in the Letter of Acceptance.
20	Amicable Settlement	The Parties shall seek to resolve any dispute amicably by mutual consultation.
21	Dispute Resolution	Any dispute arising out of the Contract, which cannot be amicably settled between the parties, shall be referred to arbitration in accordance with the laws of the Republic of

	Ghana.
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SIGNED FOR AND ON BEHALF

OF THE EMPLOYER:

.....

Signature

(Name).....

[Authorized Representative]

IN THE PRESENCE OF

.....

Signature

(Name).....

(Occupation).....

(Address).....

SIGNED FOR AND ON BEHALF

OF THE SERVICE PROVIDER:

.....

Signature

(Name).....

[Authorized Representative]

IN THE PRESENCE OF

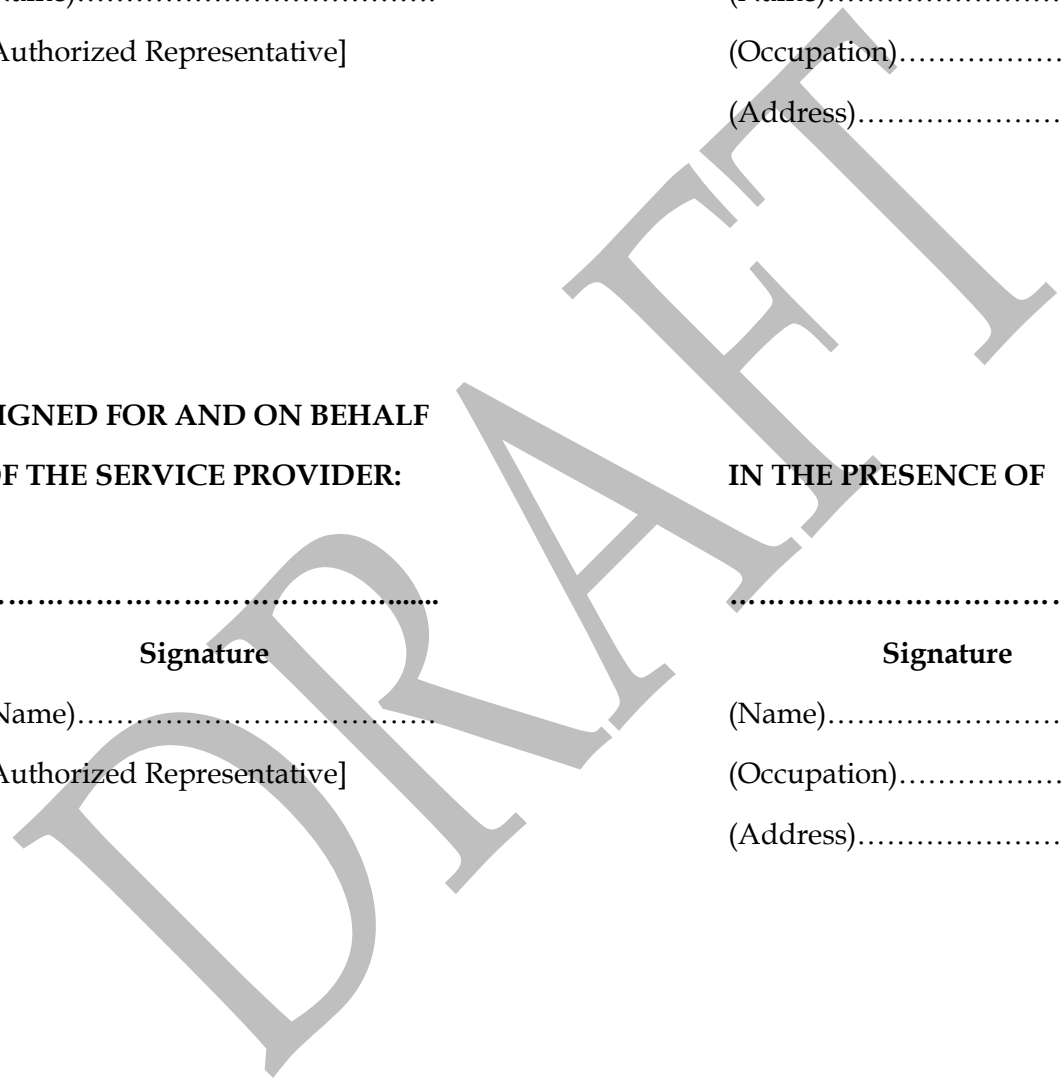
.....

Signature

(Name).....

(Occupation).....

(Address).....



APPENDICES

Appendix A – Schedule of Payments and Reporting Requirements

List all milestones for payments and list the format, frequency, and contents of reports or products to be delivered; persons to receive them; dates of submission; etc. If no reports are to be submitted, state here “Not applicable.”

Appendix B – Key Personnel and Subcontractors

- List under:*
- C-1 Titles [and names, if already available], detailed job descriptions and minimum qualifications of foreign Personnel to be assigned to work in the Government’s country, and staff-months for each.*
 - C-2 Same as C-1 for Key foreign Personnel to be assigned to work outside the Government’s country.*
 - C-3 List of approved Subcontractors (if already available); same information with respect to their Personnel as in C-1 or C-2.*
 - C-4 Same information as C-1 for Key local Personnel.*

Appendix C – Breakdown of Contract Price

List here the elements of cost used to arrive at the breakdown of the lump-sum price:

- 1. Rates for Equipment Usage or Rental or for Personnel (Key Personnel and other Personnel).*
- 2. Reimbursable expenditures.*

This appendix will exclusively be used for determining remuneration for additional Services.

Appendix D – Services and Facilities Provided by the Employer

SECTION V: TENDER FORMS

Service Provider's Form of Tender

[date]

To: *[name and address of Procuring Entity]*

We offer to execute the *[name and identification number of Contract]* in accordance with the Conditions of Contract accompanying this Tender for the Contract Price of *[amount in numbers], [amount in words] [name of currency]*.

The Contract shall be paid in the following currencies:

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

The advance payment required is:-

Amount	Currency
(a)	
(b)	

We are not participating, as Tenderers, in more than one Tender in this tendering process other than alternative tenders in accordance with the Tendering Documents.

With reference to ITT Sub-Clause 3.11, it is our intention to subcontract approximately *[insert the percent]* percentage of the Tender /Contract Price, details of which are provided herein.

Our firm, its affiliates or subsidiaries, including any subcontractors or service providers for any part of the Contract has not been declared ineligible by the Government of the Republic of Ghana under The Republic of Ghana's laws or official regulations or by an act of compliance with a decision of the United Nations Security Council.

The following commissions or gratuities of fees have been paid or are to be paid by us to agents relating to this tender, and to Contract execution if we are awarded the Contract:-

Name and address of agent or recipient	Amount and currency	Purpose of commission or gratuity

(if none has been paid or is to be paid, state "none")

This Tender and your written acceptance of it shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any Tender you receive.

We hereby confirm that this Tender complies with the Tender validity and Tender Security required by the Tendering Documents and specified in the **Tender Data Sheet**.

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Tenderer: _____

Address: _____

Qualification Information Form

[To establish qualifications to perform the contract the Tenderer shall provide information requested in form below]

1. Individual Tenderers or Individual Members of Joint Ventures

1.1 Eligibility

Constitution or legal status of Tenderer: *[attach copy]* Place of registration: *[insert]*

Principal place of business: *[insert]*

Registration/ Certificate of Incorporation *[attach]*

Current Business License *[attach]*

Conflict of Interest - No conflict of interest in accordance with ITT 3.6 *[should be declared in the Service Provider's Form of Tender]*

1.2 Experience

Services performed as Service Provider on the services of a similar nature and volume over the last *[PE to insert number]* years.

S/No.	Project Name and Country	Name of Employer and full address	Service Provider Participation	Type of Services Performed	Year	Value of Contract
1.						
2.						
3.						

To comply with this requirement, services cited should be at least 70 per cent complete.

Experience as Service Provider, sub-contractor in at least a number of Contracts *[PE to insert number of contracts]* for the past *[PE to insert number]* years, each with a minimum value *[PE to insert minimum value in GHS]* that have been successfully and substantially completed and that are similar to the proposed services.

Also list details of services under way or committed, including expected completion dates.

2. S/No.	3. Name of Contract	4. Employer's Contact Address, Tel, Fax	Value of Outstanding Services [Current GHS Equivalent]	Estimated Completion Date	Average Monthly Invoicing Over Last Six Months [GHS/month]
1.					
2.					
n-1					
N					

1.3 Equipment and Plants

Major items of Service Provider's Equipment proposed for carrying out the services.
List all information requested below

S/No.	Item of equipment	Description, make, and age (years)	Condition (new, good, Poor) and number available	Owned, leased (from whom?) or to be purchased (from whom?)
1.				
2.				
3.				
n-1				
n				

1.4 Personnel

Qualifications and experience of key personnel proposed for administration and execution of the Contract. (CVs of all key proposed key personnel shall be attached)

S/No.	Position <i>[PE to list required key personnel]</i>	Name	Years of Experience (General Experience) <i>[PE to list required Years of Experience]</i>	Years of experience in proposed position <i>[PE to list Years of Experience]</i>
1.				
2.				
3.				
n-1				
n				

1.5 Subcontracting

Proposed sub-contractor and firms involved. Refer to ITT Sub-Clause 3.11 and Clause 7 of General Conditions of Contract

S/No.	Sections of the Services	Value of subcontract	Subcontractor (name and address)	Experience in similar service
1.				
2.				
n-1				
n				

1.6 Average Annual Services Turnover

Minimum average annual services turnover of GHS [*PE to insert amount*], calculated as total certified payments received for contracts in progress and/or completed within the last [*PE to insert number*] years, divided by [*PE to insert number*] years.

Annual turnover data (services only)			
Year	Amount Currency	Exchange Rate	GHS Equivalent
Year 1			
Year 2			
Year 3			
Year 4			
Year 5			
		Average Annual Services Turnover★	

★ Total GHS equipment for all years divided by the number of years.

1.7 Financial Situation and Performance

Financial reports for the number of years [*PE to specify number of years*]. Balance sheets, profit and loss statements, auditors' reports, etc.

[List below and attach copies.]

The submitted financial reports must demonstrate the current soundness of the Tenderer's financial position and indicate its prospective long term profitability.

1. Average Coefficient of Current Ratio ≥ 1.1
2. Average Coefficient of Debt Ratio ≤ 0.75
3. Average Coefficient of Interest Coverage Ratio ≥ 5.0
4. Debt Equity Ratio ≤ 3.0

Information in this table should be extracted from the financial reports submitted.

Type of Financial information in (GHS)	Historic information for previous (GHS equivalent)				
	Year 1	Year 2	Year 3	Year 4	Year 5
Statement of Financial Position (Information from Balance Sheet)					
Total Assets (TA)					
Total Liabilities (TL)					
Total Equity/Net Worth (NW)					
Current Assets (CA)					
Current Liabilities (CL)					
Working Capital (WC)					
Information from Income Statement					
Total Revenue (TR)					
Profits Before Taxes (PBT)					

Cash Flow Information					
Cash Flow from Operating Activities					

1.8 Financial Capability

The Tenderer shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the services cash flow requirements estimated as GHS [*PE to insert the amount*] for the subject contract(s) net of the Tenderer other commitments

Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total services cash flow demands of the subject contract or contracts.

Source of financing	Amount (GHS Equivalent)
1.	
2.	
3.	
4.	

1.9 Tenderers Contact Information

Name, address, and telephone, telex, and facsimile numbers of banks that may provide references if contracted by the Employer.

1.10 Litigation History

Information on current litigation in which the Tenderer is involved.

S/No.	Other party(ies)	Cause of dispute	Amount involved
1.			
2.			

1.11 Occupation Health and Safety Policy

Information regarding Occupation Health and Safety Policy and Safety Record of the Tenderer

1.12 Proposed Service Programme

Proposed Program (service method and schedule). Descriptions, drawings, and charts, as necessary, to comply with the requirements of the tendering documents.

2. Joint Ventures

- 2.1 The information listed in 1.1 - 1.11 above shall be provided for each partner of the joint venture.
- 2.2 The information in 1.11 & 1.12 above shall be provided for the joint venture.

DRAFT

[on letterhead of the Employer]

[Date]

Letter of Acceptance

To: [name and address of the Service provider]

This is to notify you that your Tender dated [date] for execution of the [name of the Contract and identification number, as given in the Special Conditions of Contract] for the Contract Price of the equivalent of [amount in numbers and words] [name of currency], as corrected and modified in accordance with the Instructions to Tenderers is hereby accepted by us.

You are hereby instructed to proceed with the execution of the said Contract for the provision of Services in accordance with the Contract documents.

Please return the attached Contract dully signed

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Agency: _____

Attachment: Contract

SECTION VI: SECURITY FORMS

Tender Security (Bank Guarantee) Form

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

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

Beneficiary: *[insert name and address of Procuring Entity]*

Date: *[insert date]*

TENDER GUARANTEE No.: *[insert number]*

We have been informed that *[insert name of the Tenderer; if a joint venture, list complete legal names of partners]* (hereinafter called "the Tenderer") has submitted to you its Tender dated *[insert date]* (hereinafter called "the Tender") for the execution of *[insert name of Contract]* under Invitation for Tenders No. *[insert IFT number]* ("the IFT").

Furthermore, we understand that, according to your conditions, Tenders must be supported by a Tender Guarantee.

At the request of the Tenderer, we *[insert name of bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[insert amount in figures expressed in Ghana Cedis or the equivalent amount in an international freely convertible currency]* (*[insert amount in words]*) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Tenderer is in breach of its obligation(s) under the Tender conditions, because the Tenderer:

- (a) has withdrawn its Tender during the period of Tender validity specified by the Tenderer in the Service Provider's Form of Tender; or
- (b) does not accept the correction of errors in accordance with the Instructions to Tenderers (hereinafter "the ITT") of the IFT; or
- (c) having been notified of the acceptance of its Tender by the Procuring Entity during the period of Tender validity, (i) fails or refuses to execute the Contract, , or (ii) fails or refuses to furnish the Performance Security, in accordance with the ITT.

This Guarantee shall expire: (a) if the Tenderer is the successful Tenderer, upon our receipt of copies of the Contract signed by the Tenderer and of the Performance Security issued to you by the Tenderer; or (b) if the Tenderer is not the successful Tenderer, upon the earlier of (i) our receipt of a copy of your notification to the Tenderer that the Tenderer was unsuccessful, or (ii) twenty-eight (28) days after the expiration of the Tenderer's Tender.

Consequently, any demand for payment under this Guarantee must be received by us at the office on or before that date.

[Signature of authorized representative(s)]

Tender Securing Declaration Form

[The Tenderer shall fill in this Form in accordance with the instructions indicated]

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

Tender No.: *[insert **number of tendering process**]*

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

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

We, the undersigned, declare that:

We understand that, according to your conditions, tenders must be supported by a Tender-Securing Declaration.

We accept that we will automatically be suspended from being eligible for tendering in any contract with the Procuring Entity for the period of time as determined by the Authority if we are in breach of our obligation(s) under the tender conditions, because we:

- (a) have withdrawn our Tender during the period of Tender validity specified in the Service Provider's Form of Tender;
- (b) does not accept the correction of errors in accordance with the Instructions to Tenderers (hereinafter "the ITT") of the IFT
- (c) having been notified of the acceptance of our Tender by the Procuring Entity during the period of Tender validity, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the ITT.

We understand this Tender Securing Declaration shall expire if we are not the successful Tenderer, upon the earlier of (i) our receipt of your notification to us of the name of the successful Tenderer; or (ii) twenty-eight (28) days after the expiration of our Tender.

Signed: *[insert **signature of person whose name and capacity are shown**]* in the capacity of *[insert **legal capacity of person signing the Tender Securing Declaration**]*

Name: *[insert **complete name of person signing the Tender Securing Declaration**]*

Duly authorized to sign the Tender for and on behalf of: *[insert **complete name of Tenderer**]*

Dated on ___ day of _____, _____ *[insert **date of signing**]*
Corporate Seal (where appropriate)

[Note: In case of a Joint Venture, the Tender Securing Declaration must be in the name of all

partners to the Joint Venture that submits the tender]

DRAFT

Tender Security (Tender Bond) Form

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

BOND NO. *[insert Bond number]*

BY THIS BOND *[insert name of Tenderer; if joint venture, insert complete legal names of partners]* as Principal (hereinafter called "the Principal"), and *[insert name, legal title, and address of Surety]*, **authorized to transact business in the Republic of Ghana**, as Surety (hereinafter called "the Surety"), are held and firmly bound unto *[insert name of Procuring Entity]* as Obligee (hereinafter called "the Procuring Entity") in the sum of *[insert amount in figures expressed in the Ghana Cedi or the equivalent amount in an international freely convertible currency] [insert amount in words]*, for the payment of which sum, well and truly to be made, we, the said Principal and Surety, bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has submitted a written Tender to the Procuring Entity dated the *[number]* day of *[month]*, *[year]*, for the *[insert name of Contract]* (hereinafter called the "Tender").

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal:

- (1) withdraws its Tender during the period of Tender validity specified in the Service Provider's Form of Tender; or
- (2) (b) does not accept the correction of errors in accordance with the Instructions to Tenderers (hereinafter "the ITT") of the IFT or

having been notified of the acceptance of its Tender by the Procuring Entity during the period of Tender validity; having been notified of the acceptance of our Tender by the Procuring Entity during the period of Tender validity, (i) fails or refuses to execute the Contract, if required, or (ii) fails or refuses to furnish the Performance Security, in accordance with the ITT. then the Surety undertakes to immediately pay to the Procuring Entity up to the above amount upon receipt of the Procuring Entity's first written demand, without the Procuring Entity having to substantiate its demand, provided that in its demand the Procuring Entity shall state that the demand arises from the occurrence of any of the above events, specifying which event(s) has occurred.

The Surety hereby agrees that its obligation shall remain in full force and effect up to and including the date 28 days after the date of expiration of the Tender validity as stated in the Invitation to Tender or extended by the Procuring Entity at any time prior to this date, notice of which extension(s) to the Surety being hereby waived.

IN TESTIMONY WHEREOF, the Principal and the Surety have caused these presents to

be executed in their respective names this *[insert number]* day of *[month]*, *[year]*

Principal: _____

Surety: _____

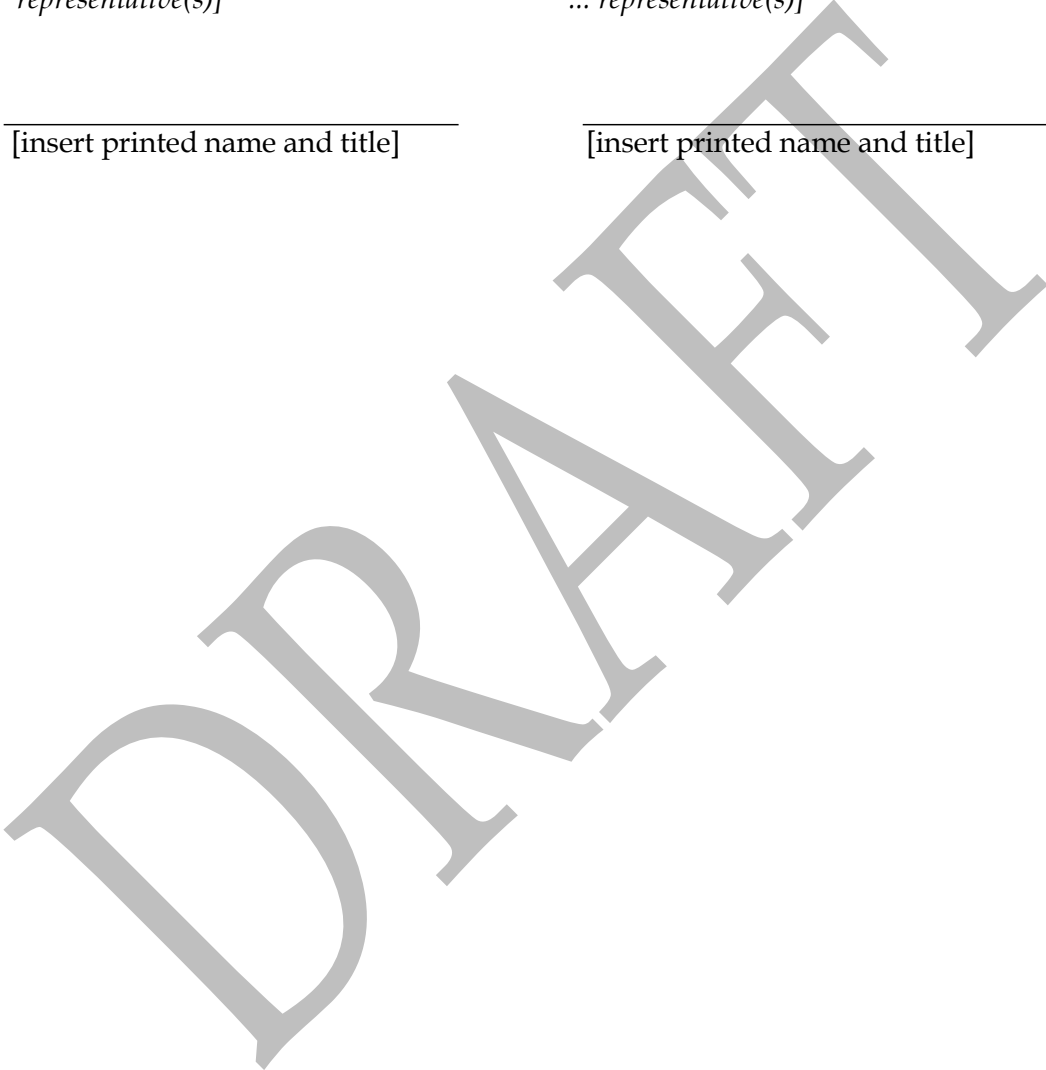
Corporate Seal (where appropriate)

[insert signature(s) of authorized representative(s)]

[insert signature(s) of authorized ... representative(s)]

[insert printed name and title]

[insert printed name and title]



Performance Bank Guarantee [Unconditional] Form

The Unconditional (or "On-Demand") Bank Guarantee has the merit of simplicity and of being universally known and accepted by commercial banks.

To: *[name and address of Procuring Entity]*

Whereas *[name and address of Service Provider]* (hereinafter called "the Service Provider") has undertaken, in pursuance of Contract No. *[number]* dated *[date]* to execute *[name of Contract and brief description of Services]* (hereinafter called "the Contract");

And whereas it has been stipulated by you in the said Contract that the Service Provider shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

And whereas we have agreed to give the Service Provider such a Bank Guarantee;

Now therefore we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Service Provider, up to a total of *[amount of Guarantee]* *[amount in words]*, such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of *[amount of Guarantee]* 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 your demanding the said debt from the Service Provider 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 Services to be performed there under or of any of the Contract documents which may be made between you and the Service Provider 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 be valid until a date 28 days from the date of issue of the Certificate of Completion.

Signature and seal of the Guarantor _____

Name of Bank _____

Address _____

Date _____

Bank Guarantee for Advance Payment Form

To: *[name and address of Employer]*

[name of Contract]

Gentlemen:

In accordance with the provisions of the General Conditions of Contract, Clause 36 ("Advance Payment") of the above-mentioned Contract, *[name and address of Service Provider]* (hereinafter called "the Service Provider) shall deposit with *[name of Employer]* a Bank Guarantee to guarantee his proper and faithful performance under the said Clause of the Contract in an amount of *[amount of Guarantee]* *[amount in words]*.

We, the *[Bank or Financial, institution]*, as instructed by the Service Provider, agree unconditionally and irrevocably to guarantee as primary obligator and not as Surety merely, the payment to *[name of Employer]* on his first demand without whatsoever right of objection on our part and without his first claim to the Service Provider, in the amount not exceeding *[amount of Guarantee]* *[amount in words]*.

We further agree that no change or addition to or other modification of the terms of the Contract or of Works to be performed there under or of any of the Contract documents which may be made between *[name of Employer]* and the Service Provider, 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 *[name of Employer]* receives full repayment of the same amount from the Service Provider.

Yours truly,

Signature and seal: _____

Name of Bank/Financial Institution: _____

Address: _____

Date: _____