



**STANDARD  
TENDER DOCUMENT  
FOR**

**Procurement of  
Technical Services**  
(Small Assignments)

**Public Procurement Authority  
Accra, Ghana**

**December, 2019**

## Preface

This Standard Tender Document (STD) for the procurement of Technical Services has been prepared for use by Procurement Entities of the Republic of Ghana in accordance with the Public Procurement Act, 2003 (Act 663) as amended, through Request For Quotation (RFQ). The procedures and practices presented in this document have been developed through broad consultation and reviews and are mandatory for use in the procurement of Technical Services, which are estimated to cost more than **five thousand Ghana Cedis (GHS5,000.00) but less than fifty thousand Ghana Cedis (GHS50,000.00)**<sup>1</sup>, financed in whole or in part with public funds of the Republic of Ghana.

Before preparing the STD, the user must be familiar with the appropriate procurement method to be used, the provisions of the Public Procurement Act as amended, the Regulations and the Procurement Manuals for the selection of Tenderers.

This Standard Tender Document (STD) is intended as model lump-sum types of Contract, which are the most common in Technical Services contracting. Lump sum contracts are used in particular for Technical Services which are well defined and are unlikely to change in quantity or specification, and where encountering difficult or unforeseen site conditions is unlikely<sup>2</sup>.

Care shall 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 shall be observed when using the documents:

- (a) All the documents listed in the Table of Contents are normally required for the procurement of Technical Services; however, they shall be adapted as necessary to the circumstances of the particular project or procurement.
- (b) Details to be provided by the Procurement Entity/Employer prior to release of the tender documents are limited to the Instruction to Tenderers (Section I), Description of Services (Section II), Contract Form (Section III), Tender Forms (Section IV), and Security Forms (Section V). Specific details shall be furnished in the spaces indicated by italicized notes inside brackets. Those details not filled in by the Procurement Entity/Employer are the responsibility of the Tenderer.

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

## **INVITATION FOR TENDERS (IFT)**

**IFT No:** \_\_\_\_\_

**Title of Technical Services:** \_\_\_\_\_

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

**Employer:** \_\_\_\_\_

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

## Table of Contents

SECTION I: INSTRUCTION TO TENDERERS .....	2
A. Introduction .....	3
1. Scope of Tender.....	3
2. Duration of Assignments.....	3
3. Eligible Tenderers .....	3
4. Tender Prices.....	3
5. One Tender per Tenderer .....	3
6. Cost of Tender .....	3
7. Service Provider’s Tender Form .....	3
8. Format and Signing of Tender.....	3
9. Sealing and Marking of Tenders .....	4
10. Submission of Tenders .....	4
11. Deadline for Submission .....	4
12. Opening of Tenders .....	5
13. Evaluation of Tenders .....	5
14. Negotiations.....	6
15. Award of Contract .....	6
16. Employer’s Right to accept any Tender and to Reject any or all Tenders .....	6
17. Notification of Award .....	<b>Error! Bookmark not defined.</b>
18 Performance Security .....	<b>Error! Bookmark not defined.</b>
19. Signing of Contract .....	6
20. Advance Payment.....	<b>Error! Bookmark not defined.</b>
21. Fraud Corruption, Coercion, Collusion, Fraudulent and Obstruction Practices .....	6
22. Right to Review .....	8
23. Submission of Applications for Review.....	8
SECTION II: DESCRIPTION OF SERVICES .....	9
SECTION III: CONTRACT FORM .....	10
APPENDICES .....	17
Appendix A—Schedule of Payments and Reporting Requirements.....	17
Appendix B—Key Personnel and Subcontractors.....	17

Appendix C—Breakdown of Contract Price .....	17
Appendix D—Services and Facilities Provided by the Employer.....	17
SECTION V: TENDER FORMS .....	18
Service Provider’s Form of Tender .....	18
Qualification Information Form .....	20
1. Individual Tenderers or Individual Members of Joint Ventures .....	20
1.1 Eligibility .....	<b>Error! Bookmark not defined.</b>
1.2 Experience .....	20
1.3 Equipment and Plants .....	21
1.4 Personnel.....	21
1.5 Subcontracting .....	<b>Error! Bookmark not defined.</b>
1.6 Average Annual Services Turnover .....	21
1.7 Financial Situation and Performance .....	22
1.8 Financial Capability .....	<b>Error! Bookmark not defined.</b>
1.9 Tenderers Contact Information .....	22
1.10 Litigation History .....	22
1.11 Occupation Health and Safety Policy .....	22
1.12 Proposed Service Programme .....	22
2. Joint Ventures .....	22
Letter of Acceptance .....	<b>Error! Bookmark not defined.</b>
SECTION VI: SECURITY FORMS .....	<b>Error! Bookmark not defined.</b>
Tender Security (Bank Guarantee) Form .....	<b>Error! Bookmark not defined.</b>
Tender Securing Declaration Form .....	<b>Error! Bookmark not defined.</b>
Tender Security (Tender Bond) Form .....	<b>Error! Bookmark not defined.</b>
Performance Bank Guarantee [Unconditional] Form .....	<b>Error! Bookmark not defined.</b>
Bank Guarantee for Advance Payment Form .....	<b>Error! Bookmark not defined.</b>

**SECTION I : INVITATION FOR TENDERS**

## Invitation For Tenders

[on letterhead of Employer]

Tender No. ....

for

[Insert title or brief description of the service]

## Invitation for Tenders

Date: .....

1. The Government of Ghana has set aside funds for the operation of the [insert the name of Employer] 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 Employer] 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/service], 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].
2. The [Insert the name of the Procurement 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 Procurement 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 Tender Documents at the office of the [Insert the physical and postal address of the Procurement 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. All Tenders must be accompanied by a Tender Security [if Tender Security is required] in an acceptable form in the amount of [insert amount].

or

Tender Documents

7. 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]*.
8. 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. Invitation for Sealed Quotations**

Name of Procurement Entity: .....

Address of Procurement Entity: .....

.....

.....

Sealed Quotation No:.....

Date of Invitation: .....

1. The *[Name of Procurement Entity/Employer]* invites sealed quotations from the eligible registered Tenderers for the provision of Technical Services as described as follows:

---

*[brief description of the Technical Services].*

2. This Invitation for Tender consists of the following documents:

- Section I: Instructions To Tenderers
- Section II: Description of Services
- Section III: Activity Schedule
- Section IV: Conditions of Contract
- Section V: Contract Form
- Section VI: Tender Forms
  - Service Provider's Tender Form
  - Qualification Information Forms
  - Performance Bank Guarantee [Unconditional] Form
  - Bank Guarantee for Advance Payment Form

3. Sealed quotations must be delivered to the address below on or before *[time]* on *[date]*

4. Tenders shall remain valid for *[insert period]* after submission.

5. Where necessary, sealed quotations will be opened in the presence of Tenderers' Representatives who choose to attend at *[time and date]* at the address below:

6. Late Tenders will not be accepted and will be returned unopened to the Tenderer.

7. It is mandatory that Tenderers include in their tender the underlisted statutory requirements.

- Valid GRA Tax Clearance Certificate.
- Valid SSNIT Clearance Certificate.

- Valid VAT Registration Certificate (if applicable).
- Valid Business Registration Certificate with up to date renewal receipt.
- Valid Certificate of Incorporation with up to date renewal receipt.
- Valid Certificate of Commencement with up to date renewal receipt.
- Valid Registration Certificate from PPA

Address(es):

*[Insert name of office].*

*[Insert name of officer].*

*[Insert postal address] and/or [Insert street address].*

*[Insert telephone number, indicate country and city code].*

*[Insert facsimile and/or email address].*

Yours sincerely,

\_\_\_\_\_  
*[insert signature name and title of Procurement Entity/ Employer's Representative]*



SECTION II: INSTRUCTIONS TO TENDERERS

## SECTION I: INSTRUCTION TO TENDERERS

### A. Introduction

- |  |     |  |
|--|-----|--|
| <b>1. Scope of Tender</b>                | 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: <ul style="list-style-type: none"> <li>a. relevant experience in similar assignments; and</li> <li>b. updated detailed Curriculum Vitae (CVs) of senior personnel responsible for the supervision of the Technical Services.</li> </ul> |
| <b>2. Duration of Assignments</b>        | 2.1 | The expected duration of the assignment is [ <i>insert duration</i> ] from the date of commencement.   |
| <b>3. Eligible Tenderers</b>             | 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.  |
| <b>4. Tender Prices</b>                  | 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.  |
| <b>5. One Tender per Tenderer</b>        | 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.  |
| <b>6. Cost of Tender</b>                 | 5.1 | The Tenderer shall bear all costs associated with the preparation and submission of its Tender, and the Procurement Entity/Employer will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process,   |
| <b>7. Service Provider's Tender Form</b> | 7.1 | The Tenderer shall fill the Service Provider's Tender Form furnished in the Tender Documents. The Tender Form must be completed without any alterations to its format and no substitution shall be accepted.   |
| <b>8. Format and Signing of Tender</b>   | 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 Tender Form, 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.

**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 Procurement Entity/Employer 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 Procurement Entity/Employer at the address specified in sub-Clause 10.1(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 Procurement Entity/Employer 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 Procurement Entity/Employer and the Tenderers previously subject to the original deadline will thereafter be subject to the new deadline.

**12. Opening of Tenders**

12.1 The Procurement Entity/Employer 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 tender 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 mandatory/statutory requirements and such other details will be announced by the Tender Opening Committee at the opening. One each of the Tenderers representatives shall be nominated to verify the information read out.

12.3 No Tender will be rejected at Tender Opening except for late tenders 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. A Tender Evaluation Panel constituted by the Procurement Entity/Employer shall evaluate the technical aspects of the Tenders submitted to confirm that all requirements specified in Section II: Description of Services of the Tender Documents have been met without material deviation or reservation.
- c. Tender Prices 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 and responsive shall be ranked as the lowest evaluated Tender

- 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. Notification of Award** 15.1 The Procurement Entity/Employer shall issue notice of acceptance to the successful Tenderer.
- 16. Award of Contract** The Procurement Entity/Employer will award the contract to the Tenderer whose Tender has been determined to be substantially responsive to the Tender Documents and who has offered the Lowest Evaluated Tender Price, provided that such Tenderer has successfully concluded negotiations with the Procurement Entity/ Employer.
- 17. Employer’s Right to accept any Tender and to Reject any or all Tenders** 17.1 The Procurement Entity/Employer reserves the right to accept or reject any Tender, and to cancel the Tender 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.
- 18. Signing of Contract** 18.1 The contract shall be signed with the successful Tenderer .
- 19. Fraud Corruption, Coercion, Collusion, Fraudulent and Obstructive Practices** 19.1 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 Procurement Entity/Employer 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.

18.2 Any communication between the Tenderer and the Procurement Entity/Employer 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.

**20. Right to Review**

20.1 A Tenderer who claims to have suffered or that may suffer any loss or injury as a result of breach of a duty imposed by a Procurement Entity/Employer 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 Procurement Entity/Employer and a copy shall be served to the Public Procurement Authority (PPA) for Administrative Review provided that the Contract has not entered into force.

**20. Submission of Applications for Review**

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

**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 Procurement Entity/Employer, etc.]*

### SECTION III: CONTRACT FORM

THIS CONTRACT IS MADE THIS *[insert date]* day of *[insert month and year]* between *[insert name and address of the Procurement Entity]* (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 services]* 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 Contract;

- (i) This Contract Form
- (ii) Conditions of Contract
- (iii) The Employer's Notification of Award
- (iv) Service Provider's Tender
- (v) Priced Activity Schedule
- (vi) Description of Services
- (vii) Appendices
  - Appendix A – Schedule of Payments and Reporting Requirements;
  - Appendix B – Key Personnel;
  - Appendix C – Breakdown of Contract Price;
  - Appendix D – Services and Facilities to be provided by the Employer; and
- Any other document

**NOW THEREFORE THE PARTIES** hereby agree as follows: -

The mutual rights and obligations of the Employer and the Service Provider shall be as set forth in the Contract, in particular:

- a) The Service Provider shall carry out the Services in accordance with the provisions of the Contract; and
- b) The Employer shall make payments to the Service Provider in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

**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).....

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**CONDITIONS OF CONTRACT**

(LUMP SUM)

- 
- |                    |   |
|--------------------|---|
| <b>1. Services</b> | <ul style="list-style-type: none"> <li>(i) The Service Provider shall perform the services specified in <b>Section II: Description of Services</b>, which is made an integral part of this Contract (“the Services”).</li> <li>(ii) The Service Provider shall provide the personnel as indicated in <b>Section II: Description of Services</b> to perform the Services.</li> <li>(iii) The Service Provider shall submit to the Employer the reports in the form and within the time periods specified in <b>Section II: Description of Services</b>.</li> </ul> |
|--------------------|---|

- 
- |                    |   |
|--------------------|---|
| <b>2. Duration</b> | 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. |
|--------------------|---|

- 
- |                          |  |
|--------------------------|--|
| <b>3. Contract Price</b> | <p><b>A. <u>Payments</u></b><br/>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(ies) 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>B. <u>Schedule of Payments</u></b><br/>The following payment schedule will be used:-<br/><i>[insert payment schedule]</i></p> <p><b>C. <u>Payment Conditions</u></b><br/>Payment shall be made in <i>[insert currency(ies)]</i> no later than <b>30 days</b> following submission by the Service Provider of invoices in duplicate to the Employer’s Authorized Representative designated in <b>Clause 4</b>.</p> |
|--------------------------|--|

- 
- |                                  |  |
|----------------------------------|--|
| <b>4. Project Administration</b> | <p><b>A. <u>Authorized Representative</u></b><br/>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</p> |
|----------------------------------|--|
-

taken or executed by their respective Authorized Representatives namely  
[insert name] on behalf of the Employer; and  
[insert name] on behalf of the Service Provider.

**B. Reports**

The reports specified in Section II: Description of Services, shall be submitted by the Service Provider in the course of the assignment.

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**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.

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**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.

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**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.

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**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.

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**9. Insurance** The Consultant shall meet the cost of professional liability and other insurance related to the performance of the Service and approved by the Employer. This includes medical examination or treatment required in the course of performing the Services, employer's liability and workers' compensation insurance with respect to staff in accordance with the relevant provisions in the

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applicable law as well as insurance against loss of or damage to (i) equipment purchased in whole or part with funds provided under this Contract, and (ii) the Consultant's property used in the performance of the Service.

**10. Assignment** The Service Provider or the Employer shall not assign this Contract or sub-contract any portion of it without the Employer or Service Provider's prior written consent respectively.

**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 , epidemics, and quarantine and difficulty in receiving supplies of products or any act mitigating against the production of or supply of the products.  
 Neither party shall be held liable for any damage or loss whether monetary or otherwise as a result Force Majeure.

**12 Obligations of The Employer** 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.  
 The Employer shall provide timely responses to the reports and documents submitted by the Consultant as specified by the Contract without undue delay including facilitation of timely stakeholder participation.

*[provide list as necessary]*

**13. Law Governing The Contract and Language** The Contract shall be governed by the laws of The Republic of Ghana, and the language of the Contract shall be **English**.



- 14 Termination by the Employer** 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.
- a. 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
  - b. if the Service Provider becomes insolvent or bankrupt;
  - c. 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 [*insert number*]days; or
  - d. 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;
  - e. if the Service Provider does not maintain a Performance Security in accordance with **Clause 19**

- 
- 15 Termination by the Service Provider** The Service Provider may terminate this Contract, by not less than [*insert number*] days' written notice to the 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 [*insert number*] 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 Provider(s) is unable to perform a material portion of the Services for a period of not less than [*insert number*] days.
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<b>16 Payment upon Termination</b>	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 <b>Clause 14.1</b> , 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.
<b>17 Protection of the Environment</b>	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.
<b>18 Health and Safety</b>	The Consultant shall observe all national laws and regulations pertaining to health and safety in the Republic of Ghana and shall at all times take all reasonable precautions to maintain the health and safety of his personnel.
<b>19 Performance Security</b>	The Service Provider shall provide the Performance Security to the Employer no later than the date specified in the Letter of Acceptance.
<b>20 Amicable Settlement</b>	The Parties shall seek to resolve any dispute amicably by mutual consultation.
<b>21 Dispute Resolution</b>	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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## 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**

*List under:            C-1        Titles [and names, if already available], detailed job descriptions and minimum qualifications of Key Personnel to be assigned to work*

### **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**

*List here services and facilities mutually agreed by both parties, to be provided by the employer.*

## **SECTION V: TENDER FORMS**

### **Service Provider's Form of Tender**

*[date]*

To: *[name and address of Employer]*

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]*.

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

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.

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 required by the Tender Documents.

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 *[shall 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**

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 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.

Year	Amount (GHS)
Year 1	
Year 2	
Year 3	
Year 4	
Year 5	

	Average Annual Services Turnover*
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\*Total GHS equipment for all years divided by the number of years.

**1.6 Tenderers Contact Information**

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

**1.7 Litigation History**

Information on current litigation in which the Tenderer is involved.

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

**1.8 Occupation Health and Safety Policy**

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

**1.9 Proposed Service Programme**

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



[on letterhead of the Employer]

[Date]

**Notification of Award**

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]* for the Contract Price of *[amount in numbers and words]* *[GHS]*, 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.

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

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

Name of Agency: \_\_\_\_\_

Attachment: Contract

