



Republic of Ghana

Public Procurement Authority

**STANDARD TENDER DOCUMENT
FOR**

FRAMEWORK AGREEMENT (TECHNICAL SERVICES)

National Competitive Tender

TRIAL EDITION

20th March 2020

Standard Tender Document for Framework Agreement (Technical Services)

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PART 1 PRIMARY PROCURMENT PROCEDURES

Introduction

Section I Invitation for Tenders (IFT)

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

Section II Instructions to Tenderers (ITT)

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

Tender Data Sheet (TDS)

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

Section III Evaluation and Qualification Criteria

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

Section IV Tender Forms

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

Section V Activity Schedules

The Activity Schedules are:

- (a) to provide sufficient information on the quantities of Services to be performed to enable tenders to be prepared efficiently and accurately; and
- (b) when a Contract has been entered into, to provide a priced Activity Schedule for use in the periodic valuation of Services executed.

In order to attain these objectives, Services shall be itemized in the Activity Schedule in sufficient detail to distinguish between the different classes of Services, or between Services of the same nature carried out in different locations or in other circumstances which may give rise to different considerations of cost. Consistent with these requirements, the layout and content of the Activity Schedule shall be as simple and brief as possible. This Section includes the Services, an estimate of the Volume/Quantity, Delivery and Completion Schedules.

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The specifications must be drafted to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, and performance of the goods and services to be procured

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

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Introduction

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

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

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

Chief Executive Officer
Public Procurement Authority
Accra, Ghana

ppa.gov.gh

Invitation for Tenders Framework Agreement(s) Technical Services

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Section I – Invitation for Tenders Framework Agreement(s) for Technical Services (Primary Procurement)

Procurement of:
[Insert identification of the Technical Services]

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

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

Package No.: [as per the Procurement Plan]

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

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

BRIEF DESCRIPTION OF TECHNICAL SERVICES:

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

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

11. The Tender document may be procured by interested Tenderers upon the submission of a written application to the address below and upon payment of a nonrefundable fee¹ of *[insert amount and currency]*. The method of payment will be *[insert method of payment]*.² The document will be sent by *[insert delivery procedure]*.
12. Tenders must be delivered to the address below *[state address]*³ on or before *[insert time and date]*. Electronic Tendering [“will” OR “will not”] be permitted. Late Tenders will be rejected. Tenders will be publicly opened in the presence of the Tenderers’ designated representatives and anyone who chooses to attend, at the address below on *[insert time and date]*.
13. The address(es) referred to above is (are): *[insert detailed address(es)]*

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

[Insert name of officer and title]

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

[Insert telephone number, country and city codes]

[Insert email address]

[Insert website address]

¹ The fee chargeable should only be nominal to defray reproduction and mailing costs.

² For example, cashier’s cheque, direct deposit to specified account number, etc.

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

Section II - Instructions to Tenderers (ITT)

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Section II. Instructions to Tenderers

A. General	
1 Scope of Tender	<p>1.1 In connection with the Invitation for Tenders (IFT) Framework Agreement(s) Technical Services, specified in the Tender Data Sheet (TDS), the Procurement Entity, as specified in the TDS, issues this Invitation for Tenders (IFT) document as part of the Primary Procurement process for Technical Services and may lead to Framework Agreement(s) being concluded with the successful Tenderer(s). The name and identification of this IFT are specified in the TDS.</p> <p>1.2 Throughout this Tender document:</p> <ul style="list-style-type: none"> (a) “in writing” means communicated in written form (e.g. by mail, e-mail, including if specified in the TDS, distributed or received through the electronic-procurement system used by the Procurement Entity) with proof of receipt; (b) if the context so requires, “singular” means “plural” and vice versa; (c) “Day” means calendar day, unless otherwise specified as “Business Day”. A Business Day is any day that is an official working day. It excludes t official public holidays; (d) “Call-off Contract” means a contract awarded, under a Framework Agreement, through a Secondary Procurement process, for the provision of Technical Services The parties to the contract are the Procurement Entity and Service Provider; (e) “Closed Framework Agreement”: A Closed Framework Agreement is where no new firm(s) may conclude Framework Agreement(s) during the Term of the Framework Agreement; (f) “Country” means Ghana; (g) “Completion Period” is the specified period from the date of formation of a Call-off contract for completion of the Technical Services, as per the contract. (h) “Framework Agreement (FWA)” means the agreement between the Procurement Entity and Service Providers (the

	<p>successful Tenderer(s)) to establish the terms and procedures governing the award of Call-off contracts under the agreement;</p> <p>(i) “FWA Service Provider” means a Service Provider;</p> <p>(j) “Technical Services” means services which are tendered and contracted on the basis of performance of a measurable physical output such as drilling, mapping, aerial photography, surveys, seismic investigations, maintenance of facilities or plant and similar operations.</p> <p>(k) “Lead Procurement Entity” when named in the Framework Agreement, a Lead Procurement Entity is a party to the Framework Agreement, in its capacity as: (a) the lead Entity acting on behalf of all participating Procurement Entities in managing and administering the Framework Agreement, and (b) as a Procurement Entity in its own right;</p> <p>(l) “Multi-User Framework Agreement” means a Framework Agreement where there is more than one Procurement Entity permitted to procure through a Call-off Contract;</p> <p>(m) “Multi- Service Provider Framework Agreement” means where more than one Tenderer (Service Provider) concludes a Framework Agreement for the provision of each service/Lot;</p> <p>(n) “Primary Procurement” means the procurement process that results in concluding a Framework Agreement(s) with a successful Tenderer(s), as described in this IFT;</p> <p>(o) “Procurement Agent” when named in the Framework Agreement, is a party to the Framework Agreement, but only in its capacity to conclude the Framework Agreement(s) with successful Service Providers, and, as the Entity responsible for managing and administering the Framework Agreement, on behalf of the Procurement Entity or Procurement Entities, once it has been concluded. A Procurement Agent is not a Procurement Entity under the Framework Agreement;</p> <p>(p) “Procurement Entity” means the Entity that conducts public procurement under the Public Procurement Act;</p> <p>(q) “Secondary Procurement” means the process described in the Framework Agreement and followed by a Procurement Entity to select an FWA Service Provider, and award a Call-off Contract for the provision of Technical Services;</p> <p>(r) “Single-User Framework Agreement” means a Framework Agreement where only one User (Entity) concludes the FWA;</p>
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	<p>(s) “Single- Service Provider Framework Agreement” means a Framework Agreement where only one Tenderer (Service Provider) concludes a Framework Agreement for the provision of each service/Lot;</p> <p>(t) “Service Provider” means a Tenderer that has concluded a Framework Agreement through the Primary Procurement process and may be considered for the award of a Call-off Contract, to complete the Technical Services, as and when required. A Service Provider may also be referred to as a “FWA Service Provider”;</p> <p>(u) “Term” means the duration of a Framework Agreement starting on the Commencement Date.</p>
<p>2 Source of Funds</p>	<p>2.1 The Entity intends to apply a portion of its Budgetary Allocations to eligible payments under Call-off Contracts to be awarded under the Framework Agreement(s) for which this Tender document is issued.</p>
<p>3 Corrupt and Fraudulent Practices</p>	<p>3.1 The Government of the Republic of Ghana requires that Tenderers under the contracts financed from public funds, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the following terms shall be interpreted as indicated:</p> <p>a. “corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and</p> <p>b. “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the benefits of free and open competition;</p> <p>3.2 The Procurement Entity will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt and fraudulent practices in competing for the contract in question;</p> <p>3.3 Furthermore, Tenderers shall be aware of the provision stated in Section VIII (Framework Agreement General Provisions).</p>
<p>4 Eligible Tenderers</p>	<p>4.1 This Invitation for Tenders is open to all eligible service providers who meet the following requirements unless otherwise indicated in the TDS.</p>

	<p>Valid GRA Tax Clearance Certificate Valid SSNIT Clearance Certificate Valid VAT Registration Certificate (if applicable) Valid Business Registration Certificate Valid Certificate of Incorporation Valid Certificate to Commence Business Valid Registration Certificate from the Public Procurement Authority</p> <p>4.2 State Owned Enterprises may participate only if they are legally and financially autonomous, operate under commercial law, and are not a dependent agency of the Procurement Entity.</p> <p>4.3 In the case of a Joint Venture (JV):</p> <p>a) All parties to the JV shall be jointly and severally liable; and</p> <p>b) A JV shall nominate a Representative who shall have the authority to conduct all businesses for and on behalf of any and all parties of the JV during the Tendering process and, in the event the JV is awarded the Contract, during execution.</p> <p>4.4 Tenderers should not be associated or not have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by any of the Procurement Entities to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of goods to be procured under this Invitation for Tenders.</p> <p>4.5 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Public Procurement Authority.</p>
B. Contents of the IFT Document	
<p>5 Sections of Tender Document</p>	<p>5.1 The Tender document consists of Parts 1 and 2, which includes all sections, schedules, annexes and should be read in conjunction with any addenda issued in accordance with ITT 7.</p> <p>PART 1 – PRIMARY PROCUREMENT</p> <p>Section I - Invitation for Tenders (IFT) Section II - Instructions to Tenderers (ITT) Section III - Evaluation and Qualification Criteria Section IV - Tender Forms Section V - Activity Schedule Section VI - Performance Specifications</p>

	<p>Section VII – Framework Agreement Forms</p> <p>Section VIII - Framework Agreement General Provisions</p> <p>Section IX - Framework Agreement Specific Provisions</p> <p>Section X – List of Procurement Entities (if Applicable)</p> <p>PART 2 – SECONDARY PROCUREMENT</p> <p>Section XI – Secondary Procurement Methods</p> <p>Section XII – Formation of Call off Contracts</p> <p>Section XIII – Communicating Award of call-off contracts</p> <p>Section XIV – Complaint about award of call-off contract</p> <p>Section XV – Call-off contract General Provisions</p> <p>Section XVI – Call-off contract Specific Provision</p> <p>Section XVII – Secondary Procurement Forms</p> <p>Section XVIII – List of Procurement Entities (if Applicable)</p>
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	<p>5.2 Unless obtained directly from the Procurement Entity, the Procurement Entity is not responsible for the completeness of the document, responses to requests for clarification, the Minutes of the pre-Tender meeting (if any), or addenda to the Tender document in accordance with ITT 7. In case of any contradiction, documents obtained directly from the Procurement Entity shall prevail.</p> <p>5.3 The Tenderer is expected to examine all instructions, forms, terms, and specifications in the Tender document and to furnish with its Tender all information or documentation as is required by the Tender document.</p>
<p>6 Clarification of Tender Document, Site Visit, Pre-Tender Meeting</p>	<p>6.1 A Tenderer requiring any clarification of the Tender document shall contact the Procurement Entity in writing at the Procurement Entity's address specified in the TDS. The Procurement Entity will respond in writing to any request for clarification, provided that such request is received prior to the deadline specified in the TDS. The Procurement Entity shall forward copies of its response to all Tenderers who have acquired the Tender document in accordance with ITT 5.2, including a description of the inquiry but without identifying its source. If so specified in the TDS, the Procurement Entity shall also promptly publish its response at the web page identified in the TDS. Should the clarification result in changes to the essential elements of the Tender document, the Procurement Entity shall amend the Tender document following the procedure under ITT 7 and ITT 21.2.</p> <p>6.2 The Tenderer, at the Tenderer's own responsibility and risk, is advised to visit and examine the site on which service(s) are to be provided and obtain for itself all information that may be necessary for preparing the Tender and entering into a Contract for provision of the service(s). The costs of visiting the Site shall be at the Tenderer's own expense</p> <p>6.3 The Employer may conduct a site visit and a pre- tender meeting whose purpose shall be to clarify issues and to answer questions on any matter that may be raised at that stage.</p> <p>6.4 The Tenderer's designated representative is invited to attend site visit and a pre-Tender meeting which, if convened, will take place at the venue and time stipulated in the TDS.</p> <p>6.5 The Tenderer is requested as far as possible, to submit any questions in writing or in electronic forms that provide record of the content of communication, to reach the Employer before the pre-Tender meeting. It may not be practicable at the meeting to answer all questions received late, but questions and responses will be transmitted in accordance with ITT 6.1.</p>

	<p>6.6 Minutes of the pre-Tender meeting, including the text of the questions raised and the responses given together with any responses prepared after the pre-Tender meeting will be transmitted within five (5) days to all purchasers of the Tender Documents. Any modification of the Tender Documents listed in ITT 10.1 that may become necessary as a result of the pre-tender meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to ITT 7 and not through the minutes of the pre-Tender meeting.</p> <p>6.7 Non-attendance during the site visit or pre-tender meeting will not be a cause for disqualification of a Tenderer.</p>
7 Amendment of Tender Document	<p>7.1 At any time prior to the deadline for submission of Tenders, the Procurement Entity may amend the Tender document by issuing addenda.</p> <p>7.2 Any Addendum issued shall be part of the Tender document and shall be communicated in writing to all who have obtained the Tender document from the Procurement Entity in accordance with ITT 5.2. The Procurement Entity shall also promptly publish the addendum on the PPA and Procurement Entity’s web page in accordance with ITT 6.1.</p> <p>7.3 To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their Tenders, the Procurement Entity may, at its discretion, extend the deadline for the submission of Tenders, pursuant to ITT 21.2.</p>
C. Preparation of Tenders	
8 Cost of Tendering	<p>8.1 The Tenderer shall bear all costs associated with the preparation and submission of its Tender, in relation to this Primary Procurement process, (and if successful any Secondary Procurement process) and the Procurement Entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Tendering process.</p>
9 Language of Tender	<p>9.1 The Tender, as well as all correspondence and documents relating to the Tender exchanged by the Tenderer and the Procurement Entity, shall be written in English.</p>
10 Documents Comprising the Tender	<p>10.1 The Tender shall comprise the following:</p> <ul style="list-style-type: none"> (a) Letter of Tender prepared in accordance with ITT 11; (b) Price Activity Schedules: completed in accordance with ITT 11 and ITT 13;

	<p>(c) Authorization: written confirmation authorizing the signatory of the Tender to commit the Tenderer, in accordance with ITT 19.3;</p> <p>(d) Qualifications: documentary evidence in accordance with ITT 16 establishing the Tenderer’s qualifications to conclude a Framework Agreement and perform any Call-off Contract, if awarded;</p> <p>(e) Tenderer's Eligibility: documentary evidence in accordance with ITT 16 establishing the Tenderer’s eligibility to Tender;</p> <p>(f) Any other document required in the TDS.</p> <p>10.2 In addition to the requirements under ITT 10.1, Tenders submitted by a JV shall include a copy of the Joint Venture agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful Tender shall be signed by all members and submitted with the Tender, together with a copy of the proposed agreement.</p> <p>10.3 The Tenderer shall furnish in the Letter of Tender information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Tender.</p>
11 Letter of Tender and Priced Activity Schedules	<p>11.1 The Letter of Tender and Priced Activity Schedules shall be prepared using the relevant forms furnished in Section IV, Tender Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITT 19.3. All blank spaces shall be filled in with the information requested</p>
12 Alternative Tenders	<p>12.1 Alternative Tenders shall not be permitted in this Primary Procurement process unless otherwise stated in the TDS.</p>
13 Tender Prices and Discounts	<p>13.1 The prices and unconditional discounts quoted by the Tenderer in the Letter of Tender and in the Priced Activity Schedules shall conform to the requirements specified below.</p> <p>13.2 Tenderers shall provide their prices in the Price Schedules, as specified in the TDS.</p> <p>13.3 The price to be quoted in the Letter of Tender in accordance with ITT 11.1 shall be, as specified in the TDS.</p> <p>13.4 The Tenderer shall indicate the methodology for the application of any unconditional discounts in the Letter of Tender, in accordance with ITT 11.1.</p>

	<p>13.5 For the purpose of Secondary Procurement, the price(s) offered by the Tenderer shall be treated as set out in the Framework Agreement Specific Provisions.</p> <p>13.6 Prices shall be quoted as specified in each Priced Activity Schedule included in Section IV, Tender Forms. The disaggregation of price components is required solely for the purpose of facilitating the comparison of Tenders by the Procurement Entity. This shall not in any way limit the Procurement Entity’s right to award a Call-off contract on any of the terms offered.</p>
<p>14 Currencies of Tender and Payment</p>	<p>14.1 Prices shall be quoted in Ghana Cedis (GHC) and payments made in Ghana Cedis (GHC).</p>
<p>15 Documents Establishing the Conformity of Services</p>	<p>15.1 To establish the conformity of the Technical Services to the tender document, the Tenderer shall furnish as part of its Tender the documentary evidence that Services provided conform to the technical specifications and standards specified in Sections V and VI, Activity Schedule and Performance Specifications respectively.</p> <p>15.2 Standards for provision of the Technical Services are intended to be descriptive only and not restrictive. The Tenderer may offer other standards of quality provided that it demonstrates, to the Employer’s satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in Sections V and VI.</p>
<p>16 Documents Establishing the Eligibility and Qualifications of the Tenderer</p>	<p>16.1 To establish Tenderer’s eligibility in accordance with ITT 4, Tenderers shall complete the Form/Letter of Tender, included in Section IV, Tender Forms.</p> <p>16.2 The documentary evidence of the Tenderer’s qualifications to conclude a Framework Agreement, and/or to perform any Call-off Contract(s) if awarded, shall establish to the Procurement Entity’s satisfaction:</p> <p style="padding-left: 40px;">a) that the Tenderer meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.</p>
<p>17 Period of Validity of Tenders</p>	<p>17.1 Tenders shall remain valid for the Tender Validity period specified in the TDS. The Tender Validity period starts from the date fixed for the Tender submission deadline (as prescribed by the Procurement Entity in accordance with ITT 21.1). A Tender valid for a shorter period shall be rejected by the Procurement Entity as nonresponsive.</p> <p>17.2 In exceptional circumstances, prior to the expiration of the Tender validity period, the Procurement Entity may request Tenderers to extend the period of validity of their Tenders. The request and the</p>

	<p>responses shall be made in writing. A Tenderer may refuse the request to extend the validity of their Tenders. A Tenderer granting the request shall not be required or permitted to modify its Tender.</p>
18 Tender Securing Declaration	<p>18.1 Tender -Securing Declaration is required in relation to the Primary Procurement process.</p> <p>18.2 The Tender Securing Declaration shall cover the Minimum Quantity or Value specified in the FWA TDS.</p>
19 Format and Signing of Tender	<p>19.1 The Tenderer shall prepare one original of the documents comprising the Tender as described in ITT 10 and clearly mark it “ORIGINAL.” In addition, the Tenderer shall submit copies of the Tender, in the number specified in the TDS and clearly mark them “COPY.” In the event of any discrepancy between the original and the copies, the original shall prevail.</p> <p>19.2 Tenderers shall mark as “CONFIDENTIAL” information in their Tenders which is confidential to their business. This may include proprietary information, trade secrets, or commercial or financially sensitive information.</p> <p>19.3 The original and all copies of the Tender shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Tenderer. This authorization shall consist of a written confirmation as specified in the TDS and shall be attached to the Tender. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Tender where entries or amendments have been made shall be signed or initialed by the person signing the Tender.</p> <p>19.4 In case the Tenderer is a JV, the Tender shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representative(s).</p> <p>19.5 Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Tender.</p>
D. Submission and Opening of Tenders	
20 Sealing and Marking of Tenders	<p>20.1 The Tenderer shall deliver the Tender in a single, sealed envelope (one-envelope Tendering process). Within the single envelope, the Tenderer shall place the following separate, sealed envelope</p> <p>(a) in an envelope marked “ORIGINAL”, all documents comprising the Tender, as described in ITT 10; and</p>

	<p>(b) in an envelope marked “COPIES”, all required copies of the Tender; and,</p> <p>20.2 The inner and outer envelopes, shall:</p> <p>(a) bear the name and address of the Tenderer;</p> <p>(b) be addressed to the Procurement Entity ITT 21.1;</p> <p>(c) bear the specific identification of this Tendering process indicated in ITT 1.1; and</p> <p>(d) bear a warning not to open before the time and date for Tender opening.</p> <p>20.3 If all envelopes are not sealed and marked as required, the Procurement Entity will assume no responsibility for the misplacement or premature opening of the Tender.</p>
<p>21 Deadline for Submission of Tenders</p>	<p>21.1 Tenders must be received by the Procurement Entity at the address and no later than the date and time specified in the TDS. When so specified in the TDS, Tenderers shall have the option of submitting their Tenders electronically. Tenderers submitting Tenders electronically shall follow the electronic Tender submission procedures specified in the TDS.</p> <p>21.2 The Procurement Entity may, at its discretion, extend the deadline for the submission of Tenders by amending the Tender document in accordance with ITT 7, in which case all rights and obligations of the Procurement Entity and Tenderers previously subject to the deadline shall thereafter be subject to the deadline as extended.</p>
<p>22 Late Tenders</p>	<p>22.1 The Procurement Entity shall not consider any Tender that arrives after the deadline for submission of Tenders, in accordance with ITT 21. Any Tender received by the Procurement Entity after the deadline for submission of Tenders shall be declared late, rejected, and returned unopened to the Tenderer in accordance with procedures stipulated by the PPA.</p>
<p>23 Withdrawal, Substitution, and Modification of Tenders</p>	<p>23.1 A Tenderer may withdraw, substitute, or modify its Tender after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization (the power of attorney) in accordance with ITT 19.3, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the Tender must accompany the respective written notice. All notices must be:</p> <p>(a) prepared and submitted in accordance with ITT 20 and ITT 21 (except that withdrawal notices do not require copies), and in</p>

	<p>addition, the respective envelopes shall be clearly marked “WITHDRAWAL,” “SUBSTITUTION,” or “MODIFICATION;” and</p> <p>(b) received by the Procurement Entity prior to the deadline prescribed for submission of Tenders, in accordance with ITT 21.</p> <p>23.2 Tenders requested to be withdrawn in accordance with ITT 23.1 shall be returned unopened to the Tenderers.</p> <p>23.3 No Tender may be withdrawn, substituted, or modified in the interval between the deadline for submission of Tenders and the expiration of the period of Tender validity specified by the Tenderer on the Form/Letter of Tender or any extension thereof.</p>
<p>24 Tender Opening</p>	<p>24.1 Except as in the cases specified in ITT 22 and ITT 23.2, the Procurement Entity shall, at the Tender opening, publicly open and read out all Tenders received by the deadline at the date, time and place specified in the TDS in the presence of Tenderers’ designated representatives and anyone who chooses to attend. Any specific electronic Tender opening procedures required if electronic Tendering is permitted in accordance with ITT 21.1, shall be as specified in the TDS.</p> <p>24.2 First, envelopes marked “WITHDRAWAL” shall be opened and read out and the envelope with the corresponding Tender shall not be opened but returned to the Tenderer. If the withdrawal envelope does not contain a “power of attorney” confirming the signature as a person duly authorized to sign on behalf of the Tenderer, the corresponding Tender will be opened. No Tender withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at Tender opening.</p> <p>24.3 Next, envelopes marked “SUBSTITUTION” shall be opened and read out and exchanged with the corresponding Tender being substituted, and the substituted Tender shall not be opened, but returned to the Tenderer. No Tender substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at Tender opening.</p> <p>24.4 Next, envelopes marked “MODIFICATION” shall be opened and read out with the corresponding Tender. No Tender modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Tender opening.</p> <p>24.5 Next, all remaining envelopes shall be opened one at a time, reading out: the name of the Tenderer and whether there is a modification;</p>

	<p>the Tender Prices, including any unconditional discounts, and any other details as the Procurement Entity may consider appropriate.</p> <p>24.6 Only Tenders and unconditional discounts that are opened and read out at Tender opening shall be considered further in the evaluation. The Letter of Tender and the Price Schedules are to be initialed by representatives of the Procurement Entity attending Tender opening in the manner specified in the TDS.</p> <p>24.7 The Procurement Entity shall neither discuss the merits of any Tender nor reject any Tender (except for late Tenders, in accordance with ITT 22.1).</p> <p>24.8 The Procurement Entity shall prepare a record of the Tender opening that shall include, as a minimum;</p> <ul style="list-style-type: none"> (a) the name of the Tenderer and whether there is a withdrawal, substitution, or modification; (b) the Tender Price, per lot (contract) if applicable, including any unconditional discounts; <p>24.9 The Tenderers' representatives who are present shall be requested to sign the record. The omission of a Tenderer's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Tenderers.</p>
E. Evaluation and Comparison of Tenders	
25 Confidentiality	<p>25.1 Information relating to the evaluation of Tenders and recommendation to conclude a Framework Agreement(s), shall not be disclosed to Tenderers or any other persons not officially concerned with the Tendering process until the Notification to Conclude the Framework Agreement is transmitted to the successful tenderer in accordance with ITT 37.1.</p> <p>25.2 Any effort by a Tenderer to influence the Procurement Entity in the evaluation or decision to conclude a Framework Agreement(s) may result in the rejection of its Tender.</p> <p>25.3 Notwithstanding ITT 25.2, from the time of Tender opening to the time of the Framework Agreement being concluded, if any Tenderer wishes to contact the Procurement Entity on any matter related to the Tendering process, it should do so in writing.</p>
26 Clarification of Tenders	<p>26.1 To assist in the examination, evaluation, comparison of Tenders, and qualification of Tenderers, the Procurement Entity may, at its discretion, ask any Tenderer for a clarification of its Tender. Any clarification submitted by a Tenderer in respect to its Tender and that is not in response to a request by the Procurement Entity shall not be</p>

	<p>considered. The Procurement Entity’s request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the Tender shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Procurement Entity in the Evaluation of the Tenders, in accordance with ITT 30.</p> <p>26.2 If a Tenderer does not provide clarifications of its Tender by the date and time set in the Procurement Entity’s request for clarification, its Tender may be rejected.</p>
<p>27 Deviations, Reservations and Omissions</p>	<p>27.1 During the evaluation of Tenders, the following definitions apply:</p> <ul style="list-style-type: none"> (a) “Deviation” is a departure from the requirements specified in the Tender document; (b) “Reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Tender document; and (c) “Omission” is the failure to submit part or all of the information or documentation required in the Tender document.
<p>28 Determination of Responsiveness</p>	<p>28.1 The Procurement Entity’s determination of a Tender’s responsiveness is to be based on the contents of the Tender itself, as defined in ITT 10.</p> <p>28.2 A substantially responsive Tender is one that meets the requirements of the Tender document without material deviation, reservation, or omission. Mandatory responsiveness requirements include meeting eligibility criteria specified in ITT 4.1, signature of the Tender by authorized signatory, provision of the required securities and manufacturers authorization (where applicable). Additional responsiveness requirements are indicated in the TDS. A material deviation, reservation, or omission is one that:</p> <ul style="list-style-type: none"> (a) if accepted, would: <ul style="list-style-type: none"> (i) affect in any substantial way the scope, quality, or performance of the Technical Services specified in the Framework Agreement; or (ii) limit in any substantial way, inconsistent with the Tender document, the Procurement Entity’s rights or the Tenderer’s obligations under the Framework Agreement; or (b) if rectified, would unfairly affect the competitive position of other Tenderers presenting substantially responsive Tenders.

	<p>28.3 The Procurement Entity shall examine the technical aspects of the Tender submitted in accordance with ITT 15 and ITT 16, in particular, to confirm that all requirements of Sections V and VI, Activity Schedule and Performance Specifications respectively, have been met without any material deviation or reservation, or omission.</p> <p>28.4 If a Tender is not substantially responsive to the requirements of Tender document, it shall be rejected by the Procurement Entity and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.</p>
29 Nonconformities, Errors and Omissions	<p>29.1 Provided that a Tender is substantially responsive, the Procurement Entity may waive any nonconformities in the Tender.</p> <p>29.2 Provided that a Tender is substantially responsive, the Procurement Entity shall rectify quantifiable nonmaterial nonconformities related to the Tender Price. To this effect, the Tender Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component in the manner specified in the TDS.</p>
30 Correction of Arithmetical Errors	<p>30.1 Provided that the Tender is substantially responsive, the Procurement Entity shall correct arithmetical errors on the following basis:</p> <ul style="list-style-type: none"> (a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Procurement Entity there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected; (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail, and the total shall be corrected; and (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above. <p>30.2 Tenderers shall be requested to accept correction of arithmetical errors. Failure to accept the correction in accordance with ITT 30.1, shall result in the rejection of the Tender.</p>
31 Margin of Preference	<p>31.1 A margin of Preference where applicable shall be provided in accordance with Guidelines provided by PPA as specified in the TDS.</p>
32 Evaluation of Tenders	<p>32.1 The Procurement Entity shall use the criteria and methodologies listed in this ITT and Section III, Evaluation and Qualification</p>

	<p>Criteria in deciding to conclude a Framework Agreement(s). No other evaluation criteria or methodologies shall be permitted.</p> <p>32.2 The Procurement Entity will evaluate and compare only the Tenders determined to be substantially responsive in accordance with ITT 28</p> <p>32.3 To evaluate a Tender the Procurement Entity shall consider the following:</p> <ul style="list-style-type: none">(a) evaluation will be done for Contracts or Lots, as specified in the TDS; and the Tender Price as quoted in accordance with ITT 13;(b) price adjustment for correction of arithmetic errors in accordance with ITT 30.1;(c) price adjustment due to unconditional discounts offered in accordance with ITT 13.4;(d) excluding provisional sums and the provision, if any, for contingencies in the Activity Schedule but including Daywork, when requested in the Specifications (or Terms of Reference); and(e) price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITT 29.2; and;(f) the additional evaluation factors are specified in Section III, Evaluation and Qualification Criteria. <p>32.4 The Procurement Entity reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors which are in excess of the requirements of the Tender documents or otherwise result in unsolicited benefits for the Procurement Entity will not be taken into account in Tender evaluation</p> <p>32.5 If applicable, the estimated effect of the price adjustment provisions in the Framework Agreement(s) (which determines the Contract Price for a Call-off Contract), applied over the Term of the Framework Agreement, shall not be taken into account in the Primary Procurement Tender evaluation.</p> <p>32.6 The Procurement Entity's evaluation of a Tender will exclude and not take into account:</p> <ul style="list-style-type: none">a) if applicable, any allowance for price adjustment during the period of execution of the Call-off Contract, if provided in Section IX: Framework Agreement Specific Provisions.
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<p>33 Comparison of Tenders</p>	<p>33.1 The Procurement Entity shall compare the evaluated costs of all substantially responsive Tenders. Tenders established in accordance with ITT 32.2 to determine the Tender that has the lowest evaluated and advantageous cost.</p> <p>33.2 The Procurement Entity shall compare the evaluated costs of all substantially responsive Tenders established in accordance with ITT 32 to determine the ranking of Tenders based on the lowest evaluated cost.</p>
<p>34 Qualification of the Tenderer(s)</p>	<p>34.1 Before concluding a Framework Agreement(s), the Procurement Entity shall determine, to its satisfaction, whether the eligible Tenderer(s) with substantially responsive Tender(s) that are able to meet the Framework Agreement criteria, meet(s) the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.</p> <p>34.2 The determination shall be based upon an examination of the documentary evidence of the Tenderer’s qualifications submitted by the Tenderer, pursuant to ITT 16. The determination shall not take into consideration the qualifications of other firms such as the Tenderer’s subsidiaries, parent entities, affiliates, subcontractors (other than specialized subcontractors if permitted in the Tender document), or any other firm(s) different from the Tenderer.</p> <p>34.3 An affirmative determination shall be a prerequisite for the conclusion of the Framework Agreement (s) to the Tenderer. A negative determination shall result in disqualification of the Tender.</p>
<p>35 Procurement Entity’s Right to Accept Any Tender, and to Reject Any or All Tenders</p>	<p>35.1 The Procurement Entity reserves the right to accept or reject any Tender, and to annul the Tendering process and reject all Tenders at any time prior to the conclusion of a Framework Agreement(s), without thereby incurring any liability to Tenderers. In case of annulment, all Tenders submitted shall be promptly returned to the Tenderers.</p>

F. Conclusion of a Framework Agreement	
36 Framework Agreement Criteria	<p>36.1 This is a Closed Framework Agreement, i.e., no new firm(s) may conclude Framework Agreement(s) during the Term of the Framework Agreement.</p> <p>36.2 The Procurement Entity shall specify in Section III Evaluation and Qualification Criteria, the criteria that will apply in the selection of Tenderer(s), with whom a Framework Agreement(s) may be concluded.</p>
37 Notification to Conclude a Framework Agreement	<p>37.1 Prior to the expiration of the Tender Validity Period, the Procurement Entity shall transmit to the successful Tenderer(s) a Notification to Conclude a Framework Agreement, attaching the Framework Agreement for signature by the Tenderer.</p>
38 Obligation to Procure	<p>38.1 The conclusion of a Framework Agreement shall not impose any obligation on the Procurement Entity to procure any Technical Services under the Framework Agreement.</p>
39 Debriefing by the Procurement Entity	<p>39.1 Debriefings of unsuccessful Tenderers may be done in writing or verbally (over the phone or video conference) or in person. The Tenderers shall bear their own costs of attending such a debriefing meeting as provided for under Section VIII.</p>
40 Signing the Framework Agreement	<p>40.1 Unless an earlier deadline is stipulated in the TDS, the Tenderer shall sign, date and return the Framework Agreement within twenty-eight (28) days of receipt of the same.</p> <p>40.2 In case of Multi-User Framework Agreement, the Procurement Agent/Lead Entity shall sign each Framework Agreement on behalf of all participating Entities.</p>
41 Publication of the Conclusion of Framework Agreement Notice	<p>41.1 The Procurement Entity shall promptly issue notice of contract award on the website of the Public Procurement Authority or as provided in Regulations.</p>
42 Procurement Related Complaint	<p>42.1 The procedures for making a Procurement-related Complaint are as specified in the Public Procurement Act, 2003 (Act 663) as amended.</p>

Tender Data Sheet (TDS)

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

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

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

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

ITT 4.1	Additional provisions on eligibility of Tenderers: <i>[state revisions to ITT 4.1 if any]</i>
ITT 4.5	A list of debarred firms and individuals is available at: http://www.ppaghana.gov.gh
B. Contents of the IFT Document	
ITT 6.1	<p>For clarification of Tender purposes only, the Procurement Entity’s address is: <i>[insert the information as required below. This address may be the same as or different from that specified under ITT 20.1 for Tender submission]</i></p> <p>Attention: <i>[insert full name of person, if applicable]</i></p> <p>Address: <i>[insert street address and number]</i></p> <p>Floor/ Room number: <i>[insert floor and room number, if applicable]</i></p> <p>City: <i>[insert name of city or town]</i></p> <p>Ghana Post GPS Code: <i>[insert Ghana Post (GPS) code, if applicable]</i></p> <p>Country: <i>[insert name of country]</i></p> <p>Telephone: <i>[insert telephone number, including country and city codes]</i></p> <p>Email address: <i>[insert email address, if applicable]</i></p> <p>Requests for clarification should be received by the Procurement Entity no later than: <i>[insert a date; or the number of Business Days “before the deadline for submission of Tenders”]</i>.</p> <p>Web page: <i>[in case used, identify the website with free access where Primary Procurement information is published]</i></p>
C. Preparation of Tenders	
ITT 6.4	The site visit and pre-Tender meeting shall be held on <i>[insert date and time]</i> at the <i>[insert venue for the meeting]</i>
ITT 10.1 (h)	The Tenderer shall submit the following additional documents in its Tender: <i>[list any additional document not already listed in ITT 11.1 that must be submitted with the Tender]</i>
ITT 12.1	<i>Alternative Tenders “are” or “are not” permitted (select as applicable).</i>
ITT 13.2	<i>[Note: For Single-Service Provider FWA, providing the estimated items and quantities over the FWA should reasonably enable Tenderers to offer their unit prices in a competitive manner. However, for Multi- Service Provider FWA, the Procurement Entity may choose, depending on the nature and type of</i>

	<p><i>procurement, to provide either the estimated quantities over the FWA period or the range of call off quantities. Choose either Option 1 or Option 2 below</i></p> <p><i>Option 1- Single- Service Provider FWA</i></p> <p>Prices quoted for a <u>lot</u> (contract) shall correspond at least to <i>[insert figure as applicable, e.g. one hundred]</i> percent of the items specified for the lot (contract) in the Priced Activity Schedules. Prices quoted for <u>each item</u> of a lot shall correspond to <i>one hundred</i> percent of the estimated quantities over the FWA period specified in the Price Schedules for the item.</p> <p><i>Or</i></p> <p><i>Option 2- Multi- Service Provider FWA</i></p> <p>Tenderers may quote their unit prices against any item and estimated quantities over the FWA period or one or more of the ranges of Call-off quantities for the item as specified in the Schedule of Prices.]</p>
ITT 13.3	<p><i>[Consistent with TDS ITT 13.2 above, choose either Option 1 or Option 2 below:]</i></p> <p><i>Option 1- Single-Service Provider FWA</i></p> <p>The price to be quoted in the Letter of Tender in accordance with ITT 13.1 shall be the total Tender price for the specified contracts or Lots, as applicable.</p> <p><i>Option 2- Multi- Service Provider FWA</i></p> <p>The price to be quoted in the Letter of Tender in accordance with ITT 13.1 shall be (i) the total Tender prices against the estimated services over the FWA period or (ii) the unit Tender price against the range of Call-off services, as specified in the Schedule of prices.]</p>
ITT 17.1	The Tender validity period shall be <i>[insert the term of the Framework Agreement]</i> days.
ITT 19.1	In addition to the original of the Tender, the number of copies to be delivered to the Procurement Entity is <i>[insert number (insert figure)]</i> copies.
ITT 19.3	The written confirmation of authorization to sign on behalf of the Tenderer shall consist of <i>[insert the name and description of the documentation required to demonstrate the authority of the signatory to sign the Tender on behalf of the Tenderer]</i> .
D. Submission and Opening of Tenders	
ITT 21.1	For Tender submission purpose only, the Procurement Entity’s address is: <i>[This address may be the same as or different from that specified under ITT 7.1 for clarifications]</i>

	<p>Attention: <i>[insert full name of person, if applicable]</i></p> <p>Street Address: <i>[insert street address and number]</i></p> <p>Floor/ Room number: <i>[insert floor and room number, if applicable]</i></p> <p>City: <i>[insert name of city or town]</i></p> <p>Ghana Post GPS Code: <i>[insert Ghana Post (GPS) code, if applicable]</i></p> <p>Country: <i>[insert name of country]</i></p> <p>The deadline for Tender submission is:</p> <p>Date: <i>[insert month, day and year, e.g. June 15th,2020]</i></p> <p>Time: <i>[insert time, and identify if a.m. or p.m., e.g. 10:30 a.m.]</i></p> <p><i>[Note: The date and time should be the same as those provided in the Invitation for Tenders, unless subsequently amended pursuant to ITT 20.2.]</i></p> <p>Tenderers <i>[insert “shall” or “shall not”]</i> have the option of submitting their Tenders electronically.</p> <p><i>[Note: The following provision should be included, and the required information inserted <u>only</u> if Tenderers have the option of submitting their Tenders electronically. Otherwise omit.]</i></p> <p><i>[The electronic Procurement submission procedures shall be: <i>[insert a description of the electronic Procurement submission procedures that must be followed]</i></i></p>
<p>ITT 24.1</p>	<p>The Tender opening shall take place at:</p> <p>Street Address: <i>[insert street address and number]</i></p> <p>Floor/ Room number: <i>[insert floor and room number, if applicable]</i></p> <p>City: <i>[insert name of city or town]</i></p> <p>Country: <i>[insert name of country]</i></p> <p>Date: <i>[insert month, day and year, e.g. June 15th, 2018]</i></p> <p>Time: <i>[insert time and identify if a.m. or p.m. e.g. 10:30 a.m.] [Date and time should be the same as those given for the deadline for submission of Tenders (ITT 22).]</i></p> <p><i>[Note: The following provision should be included, and the required corresponding information inserted only if Tenderers have the option of submitting their Tenders electronically. Otherwise omit.]</i></p> <p>The electronic Tender opening procedures shall be: <i>[insert a description of the electronic Tender opening procedures that shall apply.]</i></p>
<p>ITT 24.6</p>	<p>The Letter of Tender shall be numbered and initialed by <i>[insert number]</i> representatives of the Procurement Entity conducting Tender opening.</p>

E. Evaluation and Comparison of Tenders	
ITT 28.2	Additional responsiveness requirement is: <i>(insert additional responsiveness requirements)</i>
ITT 29.2	The adjustment shall be based on the [<i>select “average” or “highest”</i>] price of the item or component as quoted in other substantially responsive Tenders. If the price of the item or component cannot be derived from the price of other substantially responsive Tenders, the Procurement Entity shall use its best estimate.
ITT 31.1	Margin of Preference is <i>(applicable/not applicable)</i>
ITT 32.3(a)	<p>Evaluation will be done for [<i>Select: “Items” or “Lots (contracts)”</i>] <i>[For Single-Service Provider FWA, Select one of the two options below as appropriate]</i></p> <p><i>[OPTION 1</i> “Tenders will be evaluated on item by item basis.”] <i>or</i> <i>[OPTION 2:</i> “Tenders will be evaluated lot by lot. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items. An item not listed in the Price Schedule shall be assumed to be not included in the Tender, and provided that the Tender is substantially responsive, the [<i>select “average” or “highest”</i>] price of the item quoted by substantially responsive Tenderers will be added to the Tender price and the equivalent total cost of the Tender so determined will be used for price comparison.”] <i>[For Multi-Supplier FWA, insert the following</i></p> <p><i>OPTION 1: If range of Call-off quantities is provided insert the following:</i> “Tenders will be evaluated for each range of Call-off quantities of an item”</p> <p><i>OPTION 2: if the estimated quantities over the FWA period is provided insert one of the following as applicable:</i></p> <p><i>[OPTION 2-1:</i> “Tenders will be evaluated on item by item basis.”] <i>]</i></p>

	<p><i>or</i></p> <p>[OPTION 2-2:</p> <p>“Tenders will be evaluated lot by lot. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items. An item not listed in the Price Schedule shall be assumed to be not included in the Tender, and provided that the Tender is substantially responsive, the [<i>select “average” or “highest”</i>] price of the item quoted by substantially responsive Tenderers will be added to the Tender price and the equivalent total cost of the Tender so determined will be used for price comparison.”]</p>
<p>F. Concluding a Framework Agreement</p>	
<p>ITT 40.1</p>	<p>Signing the Framework Agreement</p> <p>The Tenderer shall sign, date and return the Framework Agreement within [<i>insert number of days (insert in figures)</i>] days of receipt of the same.</p> <p><i>[Note: The normal time for signing is 28 days. However, with an FWA there is no Performance Security to be arranged at this stage, so the time for signing may be reduced.]</i></p>

Section III - Evaluation and Qualification Criteria

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

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

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1. Evaluation of Tenders (ITT 32)

Evaluation Criteria (ITT 32)

Evaluation (ITT 32.3(f))

In addition to the criteria listed in **ITT 32.3 (a) to (e)** the following criteria shall apply:

- a. Whether or not the proposal/tender will promote the development Small and Medium Enterprises (SMEs).

[insert applicable or not applicable]

The extent to which the tender will not promote child and/or forced labour

[insert applicable or not applicable]

- b. Originality of product or service e.g. legality and patent rights

[insert applicable or not applicable]

- c. The extent to which services meet or satisfy health and safety requirements

[insert applicable or not applicable]

- d. The extent to which the provision of services and execution of tasks either contribute to the pollution of the environment/waste generation or results in waste management/environmental protection

[insert applicable or not applicable]

- e. The extent to which provision of services and execution of tasks will not results in the depletion of natural resources

[insert applicable or not applicable]

- f. Any other criteria: _____

Note: Service providers must show evidence of functional policies, procedures, systems or plans established on sustainable procurement and must also be in possession of Certificates of compliance with statutory requirements on health and safety, environmental protection. Membership of SME Associations, the use of Eco Labels for products, national and international standards such as ISO 9001, ISO 140001 compliant etc. as applicable.

Adequacy of Technical Proposal

Evaluation of the Tenderer's Technical Proposal will include an assessment of the Tenderer's technical capacity to mobilize key equipment and personnel for the contract consistent with its proposal regarding work methods, scheduling, and material sourcing in sufficient detail and fully in accordance with the requirements stipulated in **Sections V and VI**.

Combined Tender Evaluation Criteria for Technical Services

ITEM NO.	EVALUATION CRITERIA FOR TECHNICAL SERVICES	Points
1	Relevant Experience <ul style="list-style-type: none"> • General experience • Specific experience in similar project and environment. 	0-10 0-5 0-5
2	Methodology and Work plan for Performance of Services including Quality Control (Methods Statement) <ul style="list-style-type: none"> • Methodology • Work Plan 	10-40 10-30 0-10
3	Qualification & Experience of Key Staff	10-30
4	Facilities, Equipment, Materials & Consumables	20-40
5	Compliance with Safety, Health & Environment Standards	0-10
	Total points for the five criteria (Item no. 1-5)	100

The minimum technical score (St) required to pass is ----- [insert number]
 [The indicative range is 60-80 on a scale of 1 to 100]
 [Depending on complexity of the assignment-complex services at the lower end and simple services towards the upper end of the range.]

Financial Evaluation Criteria

The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.

The formula for determining the financial scores (Sf) of all other Tenders is calculated as following:

$Sf = 100 \times Fm / F$, in which “Sf” is the financial score, “Fm” is the lowest price, and “F” the price of the proposal under consideration.

Combined Technical and Financial Evaluation

The weights given to the Technical (T) and Financial (P) Tenders are:

T = [Insert weight], and

P = _____ [Insert weight]

Tenders are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following: $S = St \times T\% + Sf \times P\%$.

Note: The weighted score for Technical (T) shall be 60 and the weighted score for Financial (P) shall be 40.

2. Criteria to conclude a Framework Agreement(s) (ITT 36)

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

Criteria for a Single-Supplier Framework Agreement:

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

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

OR

Criteria for a Multi-Service Provider Framework Agreement:

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

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

Sustainable procurement

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

.....

3. Post Qualification Criteria (ITT 35)

If the Employer has not undertaken prequalification of potential Tenders, all Tenders shall include the following information and documents with their Tenders:

- (a) copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory of the Tender to commit the Tenderer;

- (b) total monetary value of Services performed for each of the last three to five years [Insert year].;
- (c) experience in Services of a similar nature and size for each of the last three to five years [Insert year]., and details of Services under way or contractually committed; and names and address of clients who may be contacted for further information on those contracts;
- (d) list of major items of equipment proposed to carry out the Contract;
- (e) qualifications and experience of key site management and technical personnel proposed for the Contract;
- (f) reports on the financial standing of the Tenderer, such as profit and loss statements and auditor's reports for the past three to five years [Insert year];
- (g) evidence of adequacy of working capital for this Contract (access to line(s) of credit and availability of other financial resources);
- (h) authority to the Employer to seek references from the Tenderer's bankers;
- (i) information regarding any litigation, current or during the last three to five years [Insert year]., in which the Tenderer is involved, the parties concerned, and disputed amount; and
- (j) Tenders for subcontracting components of the Services amounting to more than 10 percent of the Contract Price.

Tenders submitted by a joint venture of two or more firms as members shall comply with the following requirements, unless otherwise stated below:

- (a) the Tender shall include all the information listed above for each joint venture member;
- (b) the Tender shall be signed so as to be legally binding on all members;
- (c) the Tender shall include a copy of the agreement entered into by the joint venture members defining the division of assignments to each member and establishing that all members shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms; alternatively, a Letter of Intent to execute a joint venture agreement in the event of a successful Tender shall be signed by all members and submitted with the Tender, together with a copy of the proposed agreement;
- (d) one of the members shall be nominated as being in charge, authorized to incur liabilities, and receive instructions for and on behalf of any and all members of the joint venture; and
- (e) the execution of the entire Contract, including payment, shall be done exclusively with the member in charge.

To qualify for award of the Contract, Tenderers shall meet the following minimum qualifying criteria:

- (a) annual volume of Services of at least the amount specified below;
- (b) experience as service provider in the provision of at least two service contracts of a nature and complexity equivalent to the Services over the last 5 years (to comply with this requirement, Services contracts cited should be at least 70 percent complete) as specified below;
- (c) Tenders for the timely acquisition (own, lease, hire, etc.) of the essential equipment listed in below;
- (d) a Contract Manager with three to five years [*Insert year*].’ experience in Services of an equivalent nature and volume, including no less than three years as Manager; and
- (e) liquid assets and/or credit facilities, net of other contractual commitments and exclusive of any advance payments which may be made under the Contract, of no less than the amount specified below.

A consistent history of litigation or arbitration awards against the Applicant or any member of a Joint Venture may result in disqualification.

4. Qualification Requirements

Joint Ventures	The information needed for Tenders submitted by joint ventures is as follows: _____
Annual Volume	The minimum required annual volume of Services for the successful Tenderer in any of the last three to five years [<i>Insert year</i>]. shall be: _____
Experience	The experience required to be demonstrated by the Tender should include as a minimum that he has executed during the last 5 years the following: _____
Essential Equipment	The essential equipment to be made available for the Contract by the successful Tenderer shall be: _____
Liquid Assets	The minimum amount of liquid assets and/or credit facilities net of other contractual commitments of the successful Tenderer shall be: _____
Subcontractors	Subcontractors’ experience _____ [<i>insert “shall” or “shall not”</i>] be taken into account.

The figures for each of the members of a joint venture shall be added together to determine the Tenderer’s compliance with the minimum qualifying criteria of (a), (b) and (e); however, for a joint venture to qualify the member in charge must meet at least 40 percent of those minimum criteria for an individual Tenderer and other members at least 25% of the criteria. Failure to comply with this requirement will result in rejection of the joint venture’s Tender.

Subcontractors’ experience and resources *will not be taken* into account in determining the Tenderer’s compliance with the qualifying criteria, unless otherwise stated in the Qualification Requirements above.

Section IV - Tender Forms

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Letter of Tender

Primary Procurement - Framework Agreement Technical Services

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

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

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

Framework Agreement - Technical Services

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

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

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

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

- (a) **No reservations:** We have examined and have no reservations to the IFT document, including addenda issued in accordance with Instructions to Tenderers (**ITT 7**);
- (b) **Eligibility:** We meet the eligibility requirements and have no conflict of interest in accordance with **ITT 4**;
- (c) **Tender Securing Declaration:** *[select OPTION 1 or 2 as applicable]*

OPTION 1

“We have neither been suspended nor declared ineligible by the Procurement Entity(ies) based on execution of a Tender-Securing Declaration in Ghana with **ITT 18** or

OPTION 2

“We have been suspended or declared ineligible by the following entities based on execution of a Tender-Securing Declaration or Proposal-Securing Declaration in the Procurement Entity's Country in accordance with **ITT 18** *[insert name of entities]*”;

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

For Multi Service Provider FWA

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

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

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

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

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

For Single Service Provider FWA

OPTION 3- [For Single Lot]

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

OPTION 4 - [For Multiple Lots]

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

- (f) **Unconditional Discounts:** The unconditional discounts offered are: [Specify in detail each unconditional discount offered.]
- The exact method of calculations to determine the net price after application of unconditional discounts is shown below: [*Specify in detail the method that shall be used to apply the discounts*];
- (g) **Tender Validity Period:** Our Tender shall be valid for the period specified in **TDS 17.1** (as amended, if applicable) from the date fixed for the Tender submission deadline specified in **TDS 21.1** (as amended, if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (h) **Performance Security:** If our Tender is accepted and we conclude a Framework Agreement, we understand that we may be required, as a condition of a subsequent Call-off Contract, to obtain a performance security;
- (i) **One Tender per Tenderer:** We are not submitting any other Tender(s) as an individual Tenderer, and we are not participating in any other Tender(s) as a Joint Venture member, or as a subcontractor, and meet the requirements of **ITT 4.5**;
- (j) **Suspension and Debarment:** We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the PPA;
- (k) **State-Owned Enterprise or Institution:** [*select the appropriate option and delete the other*] [*We are not a state-owned enterprise or institution*] / [*We are a state-owned enterprise or institution but meet the requirements of ITT 4.2*];
- (l) **Not Bound to Procure:** We understand that there is no obligation on the Procurement Entity(ies) to procure any Technical Services from any FWA Service Provider during the Term of the Framework Agreement.
- (m) **No expectation of Call-off Contract:** We confirm that no undertaking or any form of statement, promise, representation or obligation has been made by the Procurement Entity in respect of the total quantities or value of the Technical Services that may be ordered by it, or any participating Procurement Entity (ies), in accordance with this Framework Agreement. We acknowledge and agree that we have not submitted this Tender on the basis of any such undertaking, statement, promise or representation. If we conclude a Framework Agreement, we have no legitimate expectation of being awarded a Call-off Contract under the Framework Agreement.
- (n) **Not Bound to Accept:** In relation to this Primary Procurement, we understand that you are not bound to accept any Tender that you may receive.
- (o) **Fraud and Corruption:** We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption.

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

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

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

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

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

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

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

Tenderer Information Form

Primary Procurement - Framework Agreement Technical Services

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

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

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

Page _____ of _____ pages

1. Tenderer's Name <i>[insert Tenderer's legal name]</i>
2. In case of JV, legal name of each member: <i>[insert legal name of each member in JV]</i>
3. Tenderer's actual or intended country of registration: <i>[insert actual or intended country of registration]</i>
4. Tenderer's year of registration: <i>[insert Tenderer's year of registration]</i>
5. Tenderer's Address in country of registration: <i>[insert Tenderer's legal address in country of registration]</i>
6. Tenderer's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone: <i>[insert Authorized Representative's telephone]</i> Email Address: <i>[insert Authorized Representative's email address]</i>
7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITT 16 <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITT 4.3 . <input type="checkbox"/> In case of state-owned enterprise or institution, in accordance with ITT 4.2 documents establishing: <ul style="list-style-type: none"> • Legal and financial autonomy • Operation under commercial law • Establishing that the Tenderer is not under the supervision of the Procurement Entity.
8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

Tenderer's JV Members Information Form

Primary Procurement - Framework Agreement Technical Services

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

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

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

Page _____ of _____ pages

1. Tenderer's Name: <i>[insert Tenderer's legal name]</i>
2. Tenderer's JV Member's name: <i>[insert JV's Member legal name]</i>
3. Tenderer's JV Member's country of registration: <i>[insert JV's Member country of registration]</i>
4. Tenderer's JV Member's year of registration: <i>[insert JV's Member year of registration]</i>
5. Tenderer's JV Member's legal address in country of registration: <i>[insert JV's Member legal address in country of registration]</i>
6. Tenderer's JV Member's authorized representative information Name: <i>[insert name of JV's Member authorized representative]</i> Address: <i>[insert address of JV's Member authorized representative]</i> Telephone numbers: <i>[insert telephone numbers of JV's Member authorized representative]</i> Email Address: <i>[insert email address of JV's Member authorized representative]</i>
7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITT 16 . <input type="checkbox"/> In case of a state-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and that they are not under the supervision of the Procurement Entity, in accordance with ITT 4.2 .
8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

Qualification Information

1. Individual Tenderers or Individual Members of Joint Ventures	<p>1.1 Constitution or legal status of Tenderer: <i>[attach copy]</i> Place of registration: <i>[insert]</i> Principal place of business: <i>[insert]</i> Power of attorney of signatory of Tender: <i>[attach]</i></p> <p>1.2 Total annual volume of Services performed in three to five years [Insert year]., in the internationally traded currency specified in the Tender Data Sheet: <i>[insert]</i></p> <p>1.3 Services performed as prime Service Provider on the provision of Services of a similar nature and volume over the last three to five years [Insert year]. The values should be indicated in the same currency used for Item 1.2 above. Also list details of Services under way or committed, including expected completion date.</p>
--	--

Project name and country	Name of employer and contact person	Type of Services provided and year of completion	Value of contract
(a)			
(b)			

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

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?)
(a)			
(b)			

	1.5 Qualifications and experience of key personnel proposed for administration and execution of the Contract. Attach biographical data. Refer to GCC Clause 4.1.

Position	Name	Years of experience (general)	Years of experience in proposed position
(a)			
(b)			

	1.6 Proposed subcontracts and firms involved. Refer to GCC Clause 3.5.
--	--

Sections of the Services	Value of subcontract	Subcontractor (name and address)	Experience in providing similar Services
(a)			
(b)			

	<p>1.7 Financial reports for the last three to three to five years [Insert year].: balance sheets, profit and loss statements, auditors' reports, etc. List below and attach copies.</p> <p>1.8 Evidence of access to financial resources to meet the qualification requirements: cash in hand, lines of credit, etc. List below and attach copies of support documents. We certify/confirm that we comply with eligibility requirements as per ITT 4.</p> <p>1.9 Name, address, and telephone, telex, and facsimile numbers of banks that may provide references if contacted by the Employer.</p> <p>1.10 Information regarding any litigation, current or within the last three to three to five years [Insert year]., in which the Tenderer is or has been involved.</p>		
Other party(ies)	Cause of dispute	Details of litigation award	Amount involved
(a)			
(b)			
	<p>1.11 Statement of compliance with the requirements of ITT 3.6.</p> <p>1.12 Proposed Program (service work method and schedule). Descriptions, drawings, and charts, as necessary, to comply with the requirements of the Tendering document.</p>		
2. Joint Ventures	<p>2.1 The information listed in 1.1 - 1.11 above shall be provided for each member of the joint venture.</p> <p>2.2 The information in 1.12 above shall be provided for the joint venture.</p> <p>2.3 Attach the power of attorney of the signatory(ies) of the Tender authorizing signature of the Tender on behalf of the joint venture.</p> <p>2.4 Attach the Agreement among all members of the joint venture (and which is legally binding on all members), which shows that</p> <p>(a) all members shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;</p> <p>(b) one of the members will be nominated as being in charge, authorized to incur liabilities, and receive instructions for and on behalf of any and all members of the joint venture; and</p> <p>(c) the execution of the entire Contract, including payment, shall be done exclusively with the member in charge.</p>		
3. Additional Requirements	<p>3.1 Tenderers should provide any additional information required in the Tender Data Sheet.</p>		

Activity Schedule Forms

*[The Tenderer shall fill in these Forms in accordance with the instructions indicated. The list of line items in column 1 of the **Activity Schedules** shall coincide with the List of Technical Services specified in the Employer's Requirements.]*

Activity Schedule

Currencies in accordance with ITT 16						Date: _____
						IFT No: _____
						Alternative No: _____
						Page N° _____ of _____
1	2	3	4	5	6	7
Service N°	Description of Services	Unit	Delivery Date	Quantity and physical unit	Unit price	Total Price per Service (Col. 5*6)
<i>[insert number of the Service]</i>	<i>[insert name of Services]</i>		<i>[insert delivery date at place of final destination per Service]</i>	<i>[insert number of units]</i>	<i>[insert unit price per unit]</i>	<i>[insert total price per unit]</i>
Total Tender Price						

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

Method Statement

Workplan

Others - Time Schedule

(to be used by Tenderer when alternative Time for Completion is invited in ITT 17.2)

Form of Tender-Securing Declaration

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

Date: *[insert date (as day, month and year) of Tender Submission]*
IFT No.: *[insert number of Tendering process]*
Alternative No.: *[insert identification No if this is a Tender for an alternative]*

To: *[insert complete name of Purchaser]*

We, the undersigned, declare that:

1. We understand that, according to your conditions, tender must be supported by a Tender -Securing Declaration.
2. We accept that we will automatically be suspended from being eligible for Tendering in any contract with the Purchaser for the period of time of *[insert number of months or years]* starting on *[insert date]*, if we are in breach of our obligation(s) under the tender conditions, because we:
 - (a) have withdrawn our Tender during the period of tender validity specified in the Tender Data Sheet; or
 - (b) having been notified of the acceptance of our Tender by the Purchaser 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.
3. We understand this Tender Securing Declaration shall expire if we are not the successful Tenderer, upon the earlier of (i) our receipt of a copy of your notification of the name of the successful Tenderer; or (ii) twenty-eight days after the expiration of our Tender
4. We understand that if we are a Joint Venture, the Tender Securing Declaration must be in the name of the Joint Venture that submits the Tender. If the Joint Venture has not been legally constituted at the time of tendering, the Tender Securing Declaration shall be in the names of all future partners as named in the letter of intent.

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 bid for and on behalf of: *[insert complete name of Tenderer]*

Dated on _____ day of _____, _____ *[insert date of signing]*

Section V – Activity Schedule

These Notes for Preparing an Activity Schedule are intended only as information for the Employer or the person drafting the Tender document. They should not be included in the final documents.

Objectives

The objectives of the Activity Schedule are

- (a) to provide sufficient information on the quantities of Services to be performed to enable Tenders to be prepared efficiently and accurately; and*
- (b) when a Contract has been entered into, to provide a priced Activity Schedule for use in the periodic valuation of Services executed.*

In order to attain these objectives, Services should be itemized in the Activity Schedule in sufficient detail to distinguish between the different classes of Services, or between Services of the same nature carried out in different locations or in other circumstances which may give rise to different considerations of cost. Consistent with these requirements, the layout and content of the Activity Schedule should be as simple and brief as possible.

Daywork Schedule

A Daywork Schedule should be included only if the probability of unforeseen work, outside the items included in the Activity Schedule, is high. To facilitate checking by the Employer of the realism of rates quoted by the Tenderers, the Daywork Schedule should normally comprise the following:

- (a) A list of the various classes of Services, labor, materials, and plant for which basic daywork rates or prices are to be inserted by the Tenderer, together with a statement of the conditions under which the Service Provider will be paid for services delivered on a daywork basis.*
- (b) Nominal quantities for each item of Daywork, to be priced by each Tenderer at Daywork rates as Bid. The rate to be entered by the Tenderer against each basic Daywork item should include the Service Provider's profit, overheads, supervision, and other charges.*

Provisional Sums

The estimated cost of specialized services to be carried out, or of special goods to be supplied, by other Service Providers should be indicated in the relevant part of the Activity Schedule as a particular provisional sum with an appropriate brief description. A separate procurement procedure is normally carried out by the Employer to select such specialized Service Providers. To provide an element of competition among the Tenderers in respect of any facilities, amenities, attendance, etc., to be provided by the successful Tenderer as prime Service Provider for the use and convenience of the specialist contractors, each related provisional sum should be followed by an item in the Activity Schedule inviting the Tenderer to quote a sum for such amenities, facilities, attendance, etc.

Section VI: Performance Specifications and Drawings

These Notes for Preparing Specifications are intended only as information for the Employer or the person drafting the Tender Documents. They shall not be included in the final documents.]

[Notes on Drawings: Insert here a list of Drawings. The actual Drawings, including performance diagrams or curves, etc. and site plans, geographical areas covered, shall be attached to this section or annexed in a separate folder.]

[text of Performance Specification and Drawings (if any) to be inserted in the Tender Documents by the Employer, as applicable]

[Notes on Specifications: A set of precise and clear specifications is a prerequisite for Tenderers to respond realistically and competitively to the requirements of the Employer without qualifying or conditioning their tenders. In the context of international competitive tendering, the specifications must be drafted to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, and performance of the goods and services to be procured. Only if this is done will the objectives of economy, efficiency, and fairness in procurement be realized, responsiveness of tenders be ensured, and the subsequent task of Tender evaluation facilitated. The specifications shall require that all goods and materials to be incorporated in the Services be new, unused, of the most recent or current models subject to ease of maintenance over a specified period of time and incorporate all recent improvements in design and materials unless provided otherwise in the Contract. Samples of specifications from previous similar projects are useful in this respect. Provision may also be made for the training of staff the Employer by the Tenderer to provide operation and maintenance support.

There are considerable advantages in standardizing General Specifications for repetitive Services in recognized public sectors, such as education, health, sanitation, social and urban housing, roads, ports, railways, irrigation, and water supply. The General Specifications shall cover all classes of workmanship, materials, and equipment commonly involved in the provision of Services, although not necessarily to be used in a particular Services Contract. Deletions or addenda shall then adapt the General Specifications to the particular Services.

Care must be taken in drafting specifications to ensure that they are not restrictive. In the specification of standards for goods, materials, Services, and workmanship, recognized international standards shall be used as much as possible.

Section VII - Framework Agreement Forms

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Notification to Conclude a Framework Agreement

[Use letterhead paper of the Procurement Entity]

[Date]

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

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

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

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

Authorized Signature: _____

Name: _____

Title/position: _____

Name of Entity: _____

Telephone: _____

Email: _____

Attachment: Framework Agreement

A. Framework Agreement Form

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

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

This Framework Agreement [*insert reference number of the Framework Agreement*] is made for the provision of [*insert brief description of Technical Services*]

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

between

[Select one of the three OPTIONS below]

[OPTION 1: for Single User Framework Agreement]

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

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

between

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

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

between

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

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

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

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

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

Section VIII: Framework Agreement General Provisions

Section IX: Framework Agreement Specific Provisions

Section X: List of Procurement Entities (if applicable)

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

[Select one of the three options below]

[OPTION 1: for Single User Framework Agreement]

“For and on behalf of the Procurement Entity:”

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

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

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

“For and on behalf of the Procurement Agent”

Signed: *[insert signature]*

Full name: *[name of person signing]*

Entity: *[insert the name of Entity]*

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

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

For and on behalf of the Service Provider :

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

Full name: *[name of person signing]*

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

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

Section VIII: Framework Agreement General Provisions (FWAGP)

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

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Section VIII

Framework Agreement General Provisions (FWAGP)

- 1 Definitions**
- 1.1 The following words and expressions shall have the meanings hereby assigned to them
- (a) **“Base Price”** is the Framework Agreement (FWA) unit price prior to any price adjustment in accordance with **FWA Specific Provision FWAGP 8.1**.
 - (b) **“Business Day”** is any day that is an official working day of the Procurement Entity. It excludes the Procurement Entity’s official public holidays.
 - (c) **“Call-off Contract”** is a contract awarded under a Framework Agreement, through a Secondary Procurement process, for the supply of Technical Services.
 - (d) **“Closed Framework Agreement”** is where no new firm(s) may conclude Framework Agreement(s) during the Term of the Framework Agreement.
 - (e) **“Commencement Date”** is the date this Framework Agreement is signed by both parties, being the commencement of the Term.
 - (f) **“Contract Price”** is the price payable to the **Service Provider** as specified in the Call-off Contract, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.
 - (g) **“Day”** means calendar day.
 - (h) **“In Writing”** means communicated or recorded in written form. It includes, for example: mail, e-mail, or communication through an electronic procurement system (provided that the electronic system is accessible, secure, ensures integrity and confidentiality, and has sufficient audit trail features).
 - (i) **“Lead Procurement Entity”**, when named in the Framework Agreement, means a party to the Framework Agreement, as a Procurement Entity in its own right under the framework agreement and as the Entity responsible for

the management and administration of the Framework Agreement for use by the other participating Procurement Entities as specified in the **FWA Specific Provisions**. All communications, including notices, in relation to the Framework Agreement, are to be addressed to the Lead Procurement Entity. All communications, including notices, in relation to a Call-off Contract, are to be addressed to the Procurement Entity named in the Call-off Contract.

- (j) **“Multi-User Framework Agreement”** means a Framework Agreement where there is more than one Procurement Entity permitted to procure through a Call-off Contract, as specified in the **FWA Specific Provisions**;
- (k) **“Procurement Agent”**, when named in the Framework Agreement, is a party to the Framework Agreement, but only in its capacity as the Entity responsible for managing and administering the Framework Agreement for use by the participating Procurement Entities. All communications, including notices, in relation to the Framework Agreement, are to be addressed to the Procurement Agent.
- (l) **“Procurement Entity”** is the Entity(ies) that is/are permitted to procure Technical Services from a **Service Provider** under a Call-off Contract awarded through a Framework Agreement. Where appropriate, for the purpose of interpretation of the Framework Agreement, the term Procurement Entity includes Lead Procurement Entity, or Procurement Agent.
- (m) **“Secondary Procurement”** is the method used to select a **Service Provider** and award a Call-off Contract under this Framework Agreement.
- (n) **“Single-User Framework Agreement”** means a Framework Agreement where there is only one Procurement Entity, as specified in the **FWA Specific Provisions**.
- (o) **“Service Provider”** means the person, private or government entity, or a combination of the above, who has concluded a Framework Agreement to provide to a Procurement Entity, from time to time, and as and when required, the Technical Services, under a Call-off Contract.
- (p) **“Technical Services”** means services which are tendered and contracted on the basis of performance of a measurable physical output such as drilling, mapping, aerial photography, surveys, seismic investigations, maintenance of facilities or plant and similar operations’

- (q) **“Term”** means the duration of this Framework Agreement as described in the **FWA Specific Provisions** starting on the Commencement Date.
- 2 Framework Agreement Documents**
- 2.1 This Framework Agreement (FWA) shall be read as a whole. Where a document is incorporated by reference into this Framework Agreement, it shall be deemed to form, and be read and construed, as part of this Framework Agreement.
- 2.2 This Framework Agreement comprises the documents specified in the **FWA Specific Provisions**.
- 3 Service Provider’s obligations**
- 3.1 The **Service Provider** shall offer to provide (standing offer) to the Procurement Entity, the Technical Services described in the Framework Agreement: Activity Schedule for the Term of this Framework Agreement, in accordance with the terms and conditions stipulated in this Framework Agreement.
- 3.2 During the Term of the Framework Agreement, the Service Provider shall continue to be eligible and qualified, and the Technical **Service** shall continue to be eligible, as per the qualification and eligibility criteria stipulated in the Primary Procurement process and the provisions of sub-paragraphs 3.3a. to 3.3c. below. The Service Provider shall notify the Procurement Entity immediately, in writing, if it ceases to be qualified and/or ceases to be eligible, or the Goods cease to be eligible.
- 3.3 The Service Provider undertakes to provide the Technical **Services** under a Call-off Contract. The Technical **Services** provided shall be:
- (a) of the quality, type and as otherwise specified in the Framework Agreement, **Section V: Activity Schedule**
- (b) at the Contract Price specified in the Call-off Contract, and
- (c) in such quantities, at such times and to such locations as specified in the Call-off Contract.
- 3.4 The Service Provider agrees that the Call-off Contract General Conditions of Contract set out in the Framework Agreement, and Call-off Contract Special Conditions of Contract set out in a Call-off Contract, shall apply to the supply of Technical Services.
- 4 Continued Qualification and Eligibility**
- 4.1 The Service Provider shall continue to have the nationality of an eligible country as specified in the **FWA Specific Provisions**. A Service Provider or subcontractor shall be deemed to have the nationality of a country if the Tenderer is constituted, incorporated or registered in, and operates in conformity with, the provisions of the laws of that country, as evidenced by its articles of

incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be.

4.2 The Procurement Entity may require, during the Term of the Framework Agreement, evidence of the Service Provider's continued qualification and eligibility. Failure to provide such evidence, as requested, may result in the Service Provider being disqualified from participating in a Secondary Procurement process, and/or being awarded a Call-off Contract, and/or the termination of the Framework Agreement.

5 Term

5.1 This Framework Agreement shall commence on the Commencement Date and, unless terminated earlier in accordance with the provisions of this Framework Agreement, or the general law, shall continue until the end of the Term specified in the **FWA Specific Provisions**.

6 Representative

6.1 The representatives for each party, who shall be the primary point of contact for the other party in relation to matters arising from this Framework Agreement, are specified in the **FWA Specific Provisions**. Should the representative be replaced, the party replacing the representative shall promptly inform the other party In Writing of the name and contact details of the new representative. Any representative appointed shall be authorized to make decisions on the day to day operation of the Framework Agreement.

7 Role of Lead Procurement Entity or Procurement Agent

7.1 Where there is a Lead Procurement Entity or Procurement Agent that is a party to the Framework Agreement, their role is to manage and administer the Framework Agreement(s) for use by the participating Procurement Entity (ies). All communications, including notices, in relation to the Framework Agreement are to be made to the Lead Procurement Entity or Procurement Agent. The Lead Procurement Entity or Procurement Agent is responsible for all matters pertaining to the Framework Agreement including, for example, amendments, suspension and termination of the Framework Agreement. For matters relating to individual Call-off Contracts, all communications, including notices, must be made to the Procurement Entity named in the Call-off Contract.

7.2 Where no Lead Procurement Entity or Procurement Agent has been appointed, the named Procurement Entity is responsible for managing and administering the Framework Agreement and the provisions in **FWAGP 6.1** above, in relation to communications and notices etc., apply to the Procurement Entity.

- 8 Contract Price** 8.1 The Contract Price for each Call-off Contract shall be determined as specified in the **FWA Specific Provisions**.
- 9 Performance Security** 9.1 The Procurement Entity may require a Performance Security from the Service Provider in relation to the performance of a specific Call-off Contract. In this event, the Service Provider shall comply with the relevant provisions relating to Performance Security contained in the Call-off Contract Special Conditions of Contract.
- 10 Language** 10.1 This Framework Agreement, and any Call-off Contract, as well as all correspondence and documents relating to this Framework Agreement, and any Call-off Contract, exchanged by the Procurement Entity and Supplier, shall be written in **English**.
- 11 Notices** 11.1 Any notice given by one party to the other pursuant to this Framework Agreement shall be In Writing to the address specified in the **FWA Specific Provisions**. A notice shall be effective when delivered, or on the notice's effective date, whichever is later.
- 12 Fraud and Corruption** 12.1 The Government of the Republic of Ghana requires that Tenderers under the contracts financed from public funds, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the following terms shall be interpreted as indicated:
- a. "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
 - b. "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract, and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the benefits of free and open competition;
- 12.2 The Procurement Entity will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- 13 Confidential Information** 13.1 The Procurement Entity and the Service Provider shall keep confidential and shall not, without the consent In Writing from the other, divulge to any third party any documents, data, or other

information furnished directly or indirectly by either party in connection with the Framework Agreement.

13.2 The obligation of a party under **FWAGP 13.1** above, shall not apply to information that:

- (a) now, or in future, enters the public domain through no fault of that party.
- (b) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party.
- (c) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

14 Governing Law

14.1 This Framework Agreement, and any Call-off Contract, shall be governed by, and interpreted in accordance with, the laws of Ghana, unless otherwise specified in the **FWA Specific Provisions**, or the Special Conditions of Contract as set out in any Call-off Contract.

15 Change to the Framework Agreement

15.1 Any change to this Framework Agreement, including an extension of the Term, must be In Writing and signed by both Parties. A change can be made at any time after this Framework Agreement has been signed by both Parties, and before it expires.

16 Termination of the Framework Agreement

16.1 The Procurement Entity, without prejudice to any other remedy for breach of the Framework Agreement, may terminate this Framework Agreement immediately, by notice In Writing to the Supplier, if:

- (a) in the judgement of the Procurement Entity, the Service Provider has engaged in Fraud and Corruption, or
- (b) during the Term of the Framework Agreement, the Service Provider ceases to be qualified or eligible as per **FWAGP 4**, or
- (c) the Service Provider purports to assign, or otherwise transfer or dispose of this Framework Agreement, in whole, or in part, without the prior written consent of the Procurement Entity/Lead Entity/Procurement Agent, or
- (d) the Service Provider becomes bankrupt or otherwise insolvent.

16.2 The Procurement Entity/Lead Entity/Procurement Agent may terminate this Framework Agreement, in whole or in part, by notice In Writing sent to the Service Provider, at any time, for its

convenience. The notice of termination shall specify that the termination is for the Procurement Entity/Lead Entity/Procurement Agent's convenience, the extent to which the performance of the Service Provider under the Framework Agreement is terminated, and the date upon which such termination becomes effective.

- | | |
|--|---|
| 17 Consequence of expiry or termination | 17.1 Upon expiry, or earlier termination of this Framework Agreement, all Call-off Contracts entered into under this Framework Agreement shall continue in full force and effect unless otherwise terminated under the Call-off Contract General or Specific Conditions of Contract. However, no further Call off Contracts shall be awarded once the Framework Agreement is terminated. |
| 18 Dispute resolution in relation to this Framework Agreement | <p>18.1 In the case of a dispute arising out of, or in connection with this Framework Agreement, the Parties shall, in good faith, make every reasonable effort to communicate and cooperate with each other with a view to amicably resolving the dispute.</p> <p>18.2 Where parties have exhausted the process described in FWAGP 19.1, the parties may, by mutual agreement, nominate and refer the dispute to an adjudicator/mediator to assist in the resolution of the dispute. Parties will meet their own costs associated with such a referral and split the costs of the adjudicator/mediator. In appointing the adjudicator/mediator parties should agree whether or not the adjudicator's/mediator's decision is to be final and binding.</p> |
| 19 Dispute resolution in relation to Call-off Contracts | <p>19.1 The Procurement Entity/Lead Entity/Procurement Agent and the Supplier for a Call-off Contract shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.</p> <p>19.2 If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Procurement Entity/Lead Entity/Procurement Agent or the Service Provider may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this provision shall be finally settled by arbitration. Arbitration may be commenced prior to or after provision of the Technical Services under the Contract. Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the FWA Specific Provisions.</p> |

19.3 Notwithstanding any reference to arbitration herein,

- (a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
- (b) the Procurement Entity/Lead Entity/Procurement Agent shall pay the Service Provider any monies due the Service Provider.

Section IX: Framework Agreement Specific Provisions

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

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

Framework Agreement General Provision	Description
FWAGP 1.1 (i) Technical Services	This Framework Agreement relates to the Procurement Entity/Lead Entity/Procurement Agent and supply, under a separate Call-off Contract, of <i>[insert short title that describes the type of Technical Services]</i> . The Technical Services are more fully described in Section V: Activity Schedule and Section VI: Performance Specifications and Drawings .
FWAGP 1.1 (l), (n) & (j) Single/Multi-User	<i>[state either “This is a Single-User Framework Agreement.” or “This is a Multi-User Framework Agreement. All participating Procurement Entities/Lead Entities/Procurement Agents are listed at [insert Section number]”]</i>
FWAGP 2.2 Framework Agreement Documents	This Framework Agreement comprises the following documents.: <ol style="list-style-type: none"> a. Framework Agreement, including all Sections, b. Notice of Conclusion of a Framework Agreement, and c. Letter of Tender (from Primary Procurement process).
FWAGP 4. Eligibility	At the present time, firms, goods and services from the following countries are excluded from this Framework Agreement as being ineligible. <i>[[insert a list of the countries following approval by PPA to apply the restriction or state “none”].]</i>
FWAGP 5.1 Term	The Term of this Framework Agreement is <i>[enter number of years]</i> years. <i>[NOTE: the maximum Term permissible is 3 years]</i> from the Commencement Date.

<p>FWAGP 6.1 Representatives</p>	<p><u>Procurement Entity’s Representatives</u></p> <p>Selection one of the following OPTIONS</p> <p><i>OPTION 1: for a Single-User Framework Agreement use the following text]</i></p> <p>The name and contact details of the Procurement Entity’s Representative under this Framework Agreement, and the address for notices in relation to this Framework Agreement, are:</p> <p>Name:</p> <p>Title/position:</p> <p>Address:</p> <p>Phone:</p> <p>Mobile:</p> <p>E-mail:</p> <p><i>OR</i></p> <p><i>[OPTION 2: for a <u>Multi-User Framework Agreement with a Lead Procurement Entity</u> that is responsible for managing and administering the Framework Agreement and is also a Procurement Entity insert the name of the Lead Procurement Entity’s Representative and list all other participating Procurement Entities’ Representatives:]</i></p> <p>The name and contact details of the Lead Procurement Entity under this Framework Agreement, and the address for notices in relation to this Framework Agreement, are:</p> <p>Name:</p> <p>Title/position:</p> <p>Address:</p> <p>Phone:</p> <p>Mobile:</p> <p>E-mail:</p> <p>The Representatives for all other participating Procurement Entities are listed in Section <i>[insert number]</i> to this Framework Agreement.</p> <p><i>OR</i></p> <p><i>[OPTION 3: for a <u>Multi-User Framework Agreement concluded by a Procurement Agent</u> (that is <u>not</u> also a Procurement Entity) insert the following]</i></p>
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	<p>The name and contact details of the Procurement Agent under this Framework Agreement, and the address for notices in relation to this Framework Agreement, are:</p> <p>Name:</p> <p>Title/position:</p> <p>Address:</p> <p>Phone:</p> <p>Mobile:</p> <p>E-mail:</p> <p>The Representatives for all participating Procurement Entities are listed in Section <i>[insert number]</i> to this Framework Agreement.</p>
<p>FWAGP 6.1 Representatives</p>	<p>Service Provider's <u>Representatives</u></p> <p>The name and contact details of the Service Provider's Representative, for the purposes of this Framework Agreement, and the address for notices in relation to this Framework Agreement are:</p> <p>Name:</p> <p>Title/position:</p> <p>Address:</p> <p>Phone:</p> <p>Mobile:</p> <p>E-mail:</p>
<p>FWAGP 8.1 Contract Price</p>	<p>The Contract Price that will apply to the Procurement Entity under a Call-off Contract shall be: <i>[modify as appropriate]</i></p> <p>For Direct Selection:</p> <p>the Base Price stipulated in the Framework Agreement, subject to provisions below.</p> <p>or</p> <p>For Mini-competition:</p> <p>The successful competitive quotation subject to the provisions below.</p>

<p>FWAGP 8.1</p> <p>Contract Price</p>	<p>Adjustments to the Base Price</p> <p><i>[Select one of the two options]</i></p> <p><i>[OPTION 1:</i></p> <p>“The Base Price offered by the Service Provider, as stipulated in the FWA, or the price offered after mini-competition, shall apply to the Call-off Contract. The Base Price shall not be subject to any price adjustment during a Secondary Procurement, and/or an award of a Call-off Contract.”]</p> <p><i>OR</i></p> <p><i>[OPTION 2:</i></p> <p>“The Base Price shall be subject to an adjustment as follows:</p> <p>For Call-off Contracts awarded through a Secondary Procurement method involving direct selection, (i.e. not awarded through a mini-competition), the price adjustment below shall be applied to that Service Provider’s Base Price to determine the Call-off Contract Price.</p> <p>The formulae shall be of the following general type:</p> $P_n = a + b \frac{L_n}{L_o} + c \frac{E_n}{E_o} + d \frac{M_n}{M_o} + \dots$ <p>where:</p> <p>“P_n” is the adjustment multiplier to be applied to the Service provider’s base price.</p> <p>“a” is a fixed coefficient, stated in the relevant table of adjustment data, representing the non-adjustable portion of the base contract amount.</p> <p>“b”, “c”, “d”, ...are coefficients representing the estimated proportion of each cost element related to the execution of the Services, as stated in the relevant table of adjustment data; such tabulated cost elements may be indicative of resources such as labour, equipment and materials,</p> <p>“L_n”, “E_n”, “M_n”, ... are the base cost indices or reference prices, for expressed in the relevant currency on the date for Call-off Contract</p> <p>“L_o”, “E_o”, “M_o”, ... are the base cost indices or reference prices, expressed in the relevant currency of payment, on the Base Date.</p>
<p>FWAGP 3.1 & 8.1</p> <p>Contract Price</p>	<p>if after the date of 28 days prior to date of Tender submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in Ghana where the Project Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Completion Period and/or the Base Price, then such Completion Period and/or Base Price shall be correspondingly increased or decreased, to the</p>

	<p>extent that the Service Provider has thereby been affected in the performance of any of its obligations under the Framework Agreement. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with FWAGP 8.1.</p>
<p>FWAGP 20.2</p> <p>Dispute Resolution in relation to Call-off Contract.</p>	<p>The rules of procedure for arbitration proceedings shall be as follows:</p> <p>a. <i>[describe the proceedings that are to apply e.g.]</i></p> <p>The Procurement Entity/Lead Entity/Procurement Agent and the Service Provider's shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.</p> <p>If, after twenty-eight (28) days from the commencement of such informal negotiations, the Procurement Entity/Lead Entity/Procurement Agent and the Service Provider have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in the Special Conditions of Contract. These mechanisms may include, but are not restricted to, conciliation mediated by a third party, adjudication in an agreed national or international forum, and/or national and international arbitration.</p>

PART 2: Secondary Procurement

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

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

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

Section XI

1. Secondary Procurement Method(s)

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

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

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

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

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

The RFQ will include:

- (a) the Technical Services to be provided location(s) of services
- (b) delivery date(s) or schedule
- (c) quantity/scope of services
- (d) the criteria to be applied to the evaluation of quotations
- (e) the award criteria, e.g.: The Procurement Entity/Lead Entity/Procurement Agent shall award the Call-off Contract to the Service Provider whose Tender(s) has been determined to be substantially responsive to the RFQ; and the lowest evaluated cost.
- (f) deadline for submission of quotations
- (g) reference the Call-off Contract Terms and Conditions of provision of services, which are to apply to the procurement
- (h) request to Service Providers to demonstrate that they continue to be eligible and qualified to provide the Technical Services *any other relevant information.*

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

The Procurement Entity/Lead Entity/Procurement Agent will select an eligible Service Provider holding a Framework Agreement, to provide the Technical services based on

which Service Provider is best able to provide the Technical Services, based on the location where the Technical Services are to be provided.

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

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

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

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

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

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

SECTION XII

2. Formation of Call-off Contract

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

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

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

OPTION 1

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

OPTION 2

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

OPTION 3

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

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

SECTION XIII

3. Communication and Award of Call-off Contract

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

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

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

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

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

Section XIV

4. Complaint About Award of Call-off Contract

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

SECTION XV: Call-off Contract General Conditions of Contract

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Call-off Contract

General Conditions of Contract (GCC)

1. General Provisions

1.1 Definitions	<p>Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:</p> <ul style="list-style-type: none"> (a) The Arbitrator is the person appointed jointly by the Employer to resolve disputes, as provided for in clause 8.2 and 8.3 hereunder, (b) “Activity Schedule” is the priced and completed list of items of Services to be performed by the Service Provider forming part of his Bid; (c) “Completion Date” means the date of completion of the Services by the Service Provider as certified by the Employee (d) “Contract” means the Contract signed by the Parties, to which these General Conditions of Contract (GCC) are attached, together with all the documents listed in Clause 1 of such signed Contract; (e) “Contract Price” means the price to be paid for the performance of the Services, in accordance with Clause 6; (f) “Day” means calendar day; (g) “Dayworks” means varied work inputs subject to payment on a time basis for the Service Provider’s employees and equipment, in addition to payments for associated materials and administration. (h) “Employer” means the party who employs the Service Provider (i) “Foreign Currency” means any currency other than the currency of the country of the Employer; (j) “GCC” means these General Conditions of Contract; (k) “Government” means the Government of the Employer’s Country; (l) “Local Currency” means the currency of the country of the Employer; (m) “Member,” in case the Service Provider consist of a joint venture of more than one entity, means any of these entities; “Members” means all these entities, and “Member in Charge” means the entity specified in the SC to act on their behalf in exercising all the Service Provider’ rights and obligations towards the Employer under this Contract; (n) “Party” means the Employer or the Service Provider, as the case may be, and “Parties” means both of them;
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	<p>(o) “Personnel” means persons hired by the Service Provider or by any Subcontractor as employees and assigned to the performance of the Services or any part thereof;</p> <p>(p) “Service Provider” is a person or corporate body whose Tender to provide the Services has been accepted by the Employer;</p> <p>(q) “Service Provider’s Tender” means the completed Tendering Document submitted by the Service Provider to the Employer</p> <p>(r) “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented;</p> <p>(s) “Specifications” means the specifications of the service included in the Tendering Document submitted by the Service Provider to the Employer</p> <p>(t) “Services” means the work to be performed by the Service Provider pursuant to this Contract, as described in Appendix A; and in the Specifications and Schedule of Activities included in the Service Provider’s Bid.</p> <p>(u) “Subcontractor” means any entity to which the Service Provider subcontracts any part of the Services in accordance with the provisions of Sub-Clauses 3.5 and 4.</p>
1.2 Applicable Law	The Contract shall be interpreted in accordance with the laws of the Employer’s Country, unless otherwise specified in the Special Conditions of Contract (SCC) .
1.3 Language	This Contract has been executed in the language specified in the SCC , which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
1.4 Notices	Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address specified in the SCC .
1.5 Location	The Services shall be performed at such locations as are specified in Appendix A, in the specifications and, where the location of a particular task is not so specified, at such locations, whether in the Government’s country or elsewhere, as the Employer may approve.
1.6 Authorized Representatives	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 the officials specified in the SCC .
1.7 Taxes and Duties	The Service Provider, Subcontractors, and their Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

2. Commencement, Completion, Modification, and Termination of Contract

2.1 Effectiveness of Contract	This Contract shall come into effect on the date the Contract is signed by both parties or such other later date as may be stated in the SCC .
2.2 Commencement of Services	
2.2.1 Program	Before commencement of the Services, the Service Provider shall submit to the Employer for approval a Program showing the general methods, arrangements, order and timing for all activities. The Services shall be carried out in accordance with the approved Program as updated.
2.2.2 Starting Date	The Service Provider shall start carrying out the Services thirty (30) days after the date the Contract becomes effective, or at such other date as may be specified in the SCC .
2.3 Intended Completion Date	Unless terminated earlier pursuant to Sub-Clause 2.6, the Service Provider shall complete the activities by the Intended Completion Date, as is specified in the SCC . If the Service Provider does not complete the activities by the Intended Completion Date, it shall be liable to pay liquidated damage as per Sub-Clause 3.8. In this case, the Completion Date will be the date of completion of all activities.
2.4 Modification	Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties and shall not be effective until the consent of the Bank or of the Association, as the case may be, has been obtained.
2.5 Force Majeure	
2.5.1 Definition	For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.
2.5.2 No Breach of Contract	The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.
2.5.3 Extension of Time	Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
2.5.4 Payments	During the period of their inability to perform the Services as a result of an event of Force Majeure, the Service Provider shall be

	entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.
2.6 Termination	
2.6.1 By the Employer	<p>The Employer may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Service Provider, to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Sub-Clause 2.6.1:</p> <ul style="list-style-type: none"> (a) if the Service Provider does not remedy a failure in the performance of its 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; (b) if the Service Provider become insolvent or bankrupt; (c) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or (d) if the Service Provider, in the judgment of the Employer has engaged in Fraud and Corruption, as defined in paragraph 2.2 a. of Attachment 1 to the GCC, in competing for or in executing the Contract
2.6.2 By the Service Provider	<p>The Service Provider may terminate this Contract, by not less than thirty (30) 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 Sub-Clause 2.6.2:</p> <ul style="list-style-type: none"> (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 7 within forty-five (45) 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 is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
2.6.3 Payment upon Termination	<p>Upon termination of this Contract pursuant to Sub-Clauses 2.6.1 or 2.6.2, the Employer shall make the following payments to the Service Provider:</p> <ul style="list-style-type: none"> (a) remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination; (b) except in the case of termination pursuant to paragraphs (a), (b), (d) of Sub-Clause 2.6.1, 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.
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3. Obligations of the Service Provider

3.1 General	The Service Provider shall perform the Services in accordance with the Specifications and the Activity Schedule, and carry out its obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Service Provider shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the Employer, and shall at all times support and safeguard the Employer's legitimate interests in any dealings with Subcontractors or third parties.
3.2 Conflict of Interests	
3.2.1 Service Provider Not to Benefit from Commissions and Discounts.	The remuneration of the Service Provider pursuant to Clause 6 shall constitute the Service Provider's sole remuneration in connection with this Contract or the Services, and the Service Provider shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Service Provider shall use their best efforts to ensure that the Personnel, any Subcontractors, and agents of either of them similarly shall not receive any such additional remuneration.
3.2.2 Service Provider and Affiliates Not to be Otherwise Interested in Project	The Service Provider agree that, during the term of this Contract and after its termination, the Service Provider and its affiliates, as well as any Subcontractor and any of its affiliates, 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.
3.2.3 Prohibition of Conflicting Activities	Neither the Service Provider nor its Subcontractors nor the Personnel shall engage, either directly or indirectly, in any of the following activities: (a) during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract;

	<p>(b) during the term of this Contract, neither the Service Provider nor their Subcontractors shall hire public employees in active duty or on any type of leave, to perform any activity under this Contract;</p> <p>(c) after the termination of this Contract, such other activities as may be specified in the SCC.</p>
<p>3.3 Confidentiality</p>	<p>The Service Provider, its Subcontractors, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Employer’s business or operations without the prior written consent of the Employer.</p>
<p>3.4 Insurance to be Taken Out by the Service Provider</p>	<p>The Service Provider (a) shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at its (or the Subcontractors’, as the case may be) own cost but on terms and conditions approved by the Employer, insurance against the risks, and for the coverage, as shall be specified in the SCC; and (b) at the Employer’s request, shall provide evidence to the Employer showing that such insurance has been taken out and maintained and that the current premiums have been paid.</p>
<p>3.5 Service Provider’s Actions Requiring Employer’s Prior Approval</p>	<p>The Service Provider shall obtain the Employer’s prior approval in writing before taking any of the following actions:</p> <p>(a) entering into a subcontract for the performance of any part of the Services,</p> <p>(b) appointing such members of the Personnel not listed by name in Appendix C (“Key Personnel and Subcontractors”),</p> <p>(c) changing the Program of activities; and</p> <p>(d) any other action that may be specified in the SCC.</p>
<p>3.6 Reporting Obligations</p>	<p>The Service Provider shall submit to the Employer the reports and documents specified in Appendix B in the form, in the numbers, and within the periods set forth in the said Appendix.</p>
<p>3.7 Documents Prepared by the Service Provider to Be the Property of the Employer</p>	<p>All plans, drawings, specifications, designs, reports, and other documents and software submitted by the Service Provider in accordance with Sub-Clause 3.6 shall become and remain the property of the Employer, and the Service Provider shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Employer, together with a detailed inventory thereof. The Service Provider may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SCC.</p>

3.8 Liquidated Damages	
3.8.1 Payments of Liquidated Damages	The Service Provider shall pay liquidated damages to the Employer at the rate per day stated in the SCC for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the SCC . The Employer may deduct liquidated damages from payments due to the Service Provider. Payment of liquidated damages shall not affect the Service Provider’s liabilities.
3.8.2 Correction for Over-payment	If the Intended Completion Date is extended after liquidated damages have been paid, the Employer shall correct any overpayment of liquidated damages by the Service Provider by adjusting the next payment certificate. The Service Provider shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in Sub-Clause 6.5.
3.8.3 Lack of performance penalty	If the Service Provider has not corrected a Defect within the time specified in the Employer’s notice, a penalty for Lack of performance will be paid by the Service Provider. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as described in Sub-Clause 7.2 and specified in the SCC .
3.9 Performance Security	The Service Provider shall provide the Performance Security to the Employer no later than the date specified in the Letter of acceptance. The Performance Security shall be issued in an amount and form and by a bank or surety acceptable to the Employer and denominated in the types and proportions of the currencies in which the Contract Price is payable. The performance Security shall be valid until a date 28 day from the Completion Date of the Contract in case of a bank guarantee, and until one year from the Completion Date of the Contract in the case of a Performance Bond.
3.10 Fraud and Corruption	<p>The Procurement Entity may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Technical Service Provider, terminate the Contract in whole or in part if the Technical Services Provider, in the judgement of the Procurement Entity has engaged in corrupt or fraudulent practices in competing for or in executing the contract.</p> <p>For the purpose of this clause:</p> <p>“corrupt practice” means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution; and</p>

	“fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract, and includes collusive practice among Tenders (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the benefits of free and open competition;
3.11 Sustainable Procurement	The Service Provider shall conform to the sustainable procurement contractual provisions, if and as specified in the SCC.

4. Service Provider’s Personnel

4.1 Description of Personnel	The titles agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Service Provider’s Key Personnel are described in Appendix C. The Key Personnel and Subcontractors listed by title as well as by name in Appendix C are hereby approved by the Employer.
4.2 Removal and/or Replacement of Personnel	<p>(a) Except as the Employer may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Service Provider, it becomes necessary to replace any of the Key Personnel, the Service Provider shall provide as a replacement a person of equivalent or better qualifications.</p> <p>(b) If the Employer finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Service Provider shall, at the Employer’s written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Employer.</p> <p>(c) The Service Provider shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.</p>

5. Obligations of the Employer

5.1 Assistance and Exemptions	The Employer shall use its best efforts to ensure that the Government shall provide the Service Provider such assistance and exemptions as specified in the SCC.
5.2 Change in the Applicable Law	If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Service Provider, then the

	remuneration and reimbursable expenses otherwise payable to the Service Provider under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Sub-Clauses 6.2 (a) or (b), as the case may be.
5.3 Services and Facilities	The Employer shall make available to the Service Provider the Services and Facilities listed under Appendix F.

6. Payments to the Service Provider

6.1 Lump-Sum Remuneration	The Service Provider's remuneration shall not exceed the Contract Price and shall be a fixed lump-sum including all Subcontractors' costs, and all other costs incurred by the Service Provider in carrying out the Services described in Appendix A. Except as provided in Sub-Clause 5.2, the Contract Price may only be increased above the amounts stated in Sub-Clause 6.2 if the Parties have agreed to additional payments in accordance with Sub-Clauses 2.4 and 6.3.
6.2 Contract Price	(a) The price payable in local currency is set forth in the SCC. (b) The price payable in foreign currency is set forth in the SCC.
6.3 Payment for Additional Services, and Performance Incentive Compensation	6.3.1 For the purpose of determining the remuneration due for additional Services as may be agreed under Sub-Clause 2.4, a breakdown of the lump-sum price is provided in Appendices D and E. 6.3.2 If the SCC so specify , the service provider shall be paid performance incentive compensation as set out in the Performance Incentive Compensation appendix.
6.4 Terms and Conditions of Payment	Payments will be made to the Service Provider according to the payment schedule stated in the SCC. Unless otherwise stated in the SCC , the advance payment (Advance for Mobilization, Materials and Supplies) shall be made against the provision by the Service Provider of a bank guarantee for the same amount and shall be valid for the period stated in the SCC . Any other payment shall be made after the conditions listed in the SCC for such payment have been met, and the Service Provider have submitted an invoice to the Employer specifying the amount due.
6.5 Interest on Delayed Payments	If the Employer has delayed payments beyond fifteen (15) days after the due date stated in the SCC, interest shall be paid to the Service Provider for each day of delay at the rate stated in the SCC.
6.6 Price Adjustment	6.6.1 Prices shall be adjusted for fluctuations in the cost of inputs only if provided for in the SCC . If so provided, the amounts certified in each payment certificate, after deducting for Advance

	<p>Payment, shall be adjusted by applying the respective price adjustment factor to the payment amounts due in each currency. A separate formula of the type indicated below applies to each Contract currency:</p> $P_c = A_c + B_c \frac{L_{mc}}{L_{oc}} + C_c \frac{I_{mc}}{I_{oc}}$ <p>Where:</p> <p>P_c is the adjustment factor for the portion of the Contract Price payable in a specific currency “c”.</p> <p>A_c, B_c and C_c are coefficients specified in the SCC, representing: A_c the nonadjustable portion; B_c the adjustable portion relative to labor costs and C_c the adjustable portion for other inputs, of the Contract Price payable in that specific currency “c”; and</p> <p>L_{mc} is the index prevailing at the first day of the month of the corresponding invoice date and L_{oc} is the index prevailing 28 days before Tender opening for labor; both in the specific currency “c”.</p> <p>I_{mc} is the index prevailing at the first day of the month of the corresponding invoice date and I_{oc} is the index prevailing 28 days before Tender opening for other inputs payable; both in the specific currency “c”.</p> <p>If a price adjustment factor is applied to payments made in a currency other than the currency of the source of the index for a particular indexed input, a correction factor Z_o/Z_n will be applied to the respective component factor of p_n for the formula of the relevant currency. Z_o is the number of units of currency of the country of the index, equivalent to one unit of the currency payment on the date of the base index, and Z_n is the corresponding number of such currency units on the date of the current index.</p> <p>6.6.2 If the value of the index is changed after it has been used in a calculation, the calculation shall be corrected, and an adjustment made in the next payment certificate. The index value shall be deemed to take account of all changes in cost due to fluctuations in costs.</p>
<p>6.7 Dayworks</p>	<p>6.7.1 If applicable, the Daywork rates in the Service Provider’s Bid shall be used for small additional amounts of Services only when the Employer has given written instructions in advance for additional services to be paid in that way.</p> <p>6.7.2 All work to be paid for as Dayworks shall be recorded by the Service Provider on forms approved by the Employer. Each completed form shall be verified and signed by the Employer</p>

	<p>representative as indicated in Sub-Clause 1.6 within two days of the Services being performed.</p> <p>6.7.3 The Service Provider shall be paid for Dayworks subject to obtaining signed Dayworks forms as indicated in Sub-Clause 6.7.2</p>
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7. Quality Control

7.1 Identifying Defects	<p>The principle and modalities of Inspection of the Services by the Employer shall be as indicated in the SCC. The Employer shall check the Service Provider’s performance and notify him of any Defects that are found. Such checking shall not affect the Service Provider’s responsibilities. The Employer may instruct the Service Provider to search for a Defect and to uncover and test any service that the Employer considers may have a Defect. Defect Liability Period is as defined in the SCC.</p>
7.2 Correction of Defects, and Lack of Performance Penalty	<p>(a) The Employer shall give notice to the Service Provider of any Defects before the end of the Contract. The Defects liability period shall be extended for as long as Defects remain to be corrected.</p> <p>(b) Every time notice a Defect is given, the Service Provider shall correct the notified Defect within the length of time specified by the Employer’s notice.</p> <p>(c) If the Service Provider has not corrected a Defect within the time specified in the Employer’s notice, the Employer will assess the cost of having the Defect corrected, the Service Provider will pay this amount, and a Penalty for Lack of Performance calculated as described in Sub-Clause 3.8.</p>

8. Settlement of Disputes

8.1 Amicable Settlement	<p>The Parties shall seek to resolve any dispute amicably by mutual consultation.</p>
8.2 Dispute Settlement	<p>If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within fourteen (14) days after receipt. If that Party fails to respond within fourteen (14) days, or the dispute cannot be amicably settled within fourteen (14) days following the response of that Party, GCC Clause 47 shall apply.</p>
8.3	<p>Any dispute between the Parties arising under or related to this</p>

	Contract that cannot be settled amicably may be referred to by either Party to the adjudication/arbitration in accordance with the provisions specified in the SCC
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Section XVI: Special Conditions of Call-off Contract (SCC)

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(a)	The Arbitrator is _____
1.1(d)	The contract name is _____.
1.1(h)	The Employer is _____
1.1(m)	The Member in Charge is _____
1.1(p)	The Service Provider is _____
1.2	The Applicable Law is: _____
1.3	The language is _____
1.4	<p>The addresses are:</p> <p>Employer: _____</p> <p>Attention: _____</p> <p>Telex: _____</p> <p>Facsimile: _____</p> <p>Service Provider: _____</p> <p>Attention: _____</p> <p>Telex: _____</p> <p>Facsimile: _____</p>
1.6	<p>The Authorized Representatives are:</p> <p>For the Employer: _____</p> <p>For the Service Provider: _____</p>
2.1	The date on which this Contract shall come into effect is _____.
2.2.2	The Starting Date for the commencement of Services is _____.
2.3	The Intended Completion Date is _____.
3.2.3	<p>Activities prohibited after termination of this Contract are: _____</p> <p>_____</p>

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
3.4	<p>The risks and coverage by insurance shall be:</p> <ul style="list-style-type: none"> (i) Third Party motor vehicle _____ (ii) Third Party liability [<i>insert</i>]_____ (iii) Employer’s liability and workers’ compensation _____ (iv) Professional liability [<i>insert</i>]_____ (v) Loss or damage to equipment and property _____
3.5(d)	The other actions are _____.]
3.7	<p>Restrictions on the use of documents prepared by the Service Provider are:</p> <p>_____</p>
3.8.1	<p>The liquidated damages rate is _____ per day</p> <p>The maximum amount of liquidated damages for the whole contract is _____ percent of the final Contract Price.</p>
3.8.3	The percentage _____ to be used for the calculation of Lack of performance Penalty(ies) is _____.
3.11	<p><i>[Delete if not applicable] Insert any sustainable procurement contractual provisions if applicable.</i> The following sustainable procurement contractual provisions apply:</p>
5.1	<p>The assistance and exemptions provided to the Service Provider are:</p> <p>_____</p>
6.2(a)	The amount in local currency is _____.
6.2(b)	The amount in foreign currency or currencies is _____.
6.3.2	<p>The performance incentive paid to the Service Provider shall be: _____</p> <p>_____</p>
6.4	<p>Payments shall be made according to the following schedule:</p> <ul style="list-style-type: none"> • Advance for Mobilization, Materials and Supplies: _____ percent of the Contract Price shall be paid on the commencement date against the submission of a bank guarantee for the same. • Progress payments in accordance with the milestones established as follows, subject to certification by the Employer, that the Services have been rendered satisfactorily, pursuant to the performance indicators: <ul style="list-style-type: none"> ➤ _____(indicate milestone and/or percentage) _____

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	<p>➤ _____ (indicate milestone and/or percentage) _____ and</p> <p>➤ _____ (indicate milestone and/or percentage) _____</p> <p>Should the certification not be provided, or refused in writing by the employer within one month of the date of the milestone, or of the date of receipt of the corresponding invoice, the certification will be deemed to have been provided, and the progress payment will be released at such date.</p> <ul style="list-style-type: none"> • The amortization of the Advance mentioned above shall commence when the progress payments have reached 25% of the contract price and be completed when the progress payments have reached 75%. • The bank guarantee for the advance payment shall be released when the advance payment has been fully amortized.
6.5	<p>Payment shall be made within _____ days of receipt of the invoice and the relevant documents specified in Sub-Clause 6.4, and within _____ days in the case of the final payment.</p> <p>The interest rate is _____.</p>
6.6.1	<p>Price adjustment is _____ in accordance with Sub-Clause 6.6.</p> <p>The coefficients for adjustment of prices are _____:</p> <p>(a) For local currency:</p> <p style="padding-left: 40px;">A_L is _____</p> <p style="padding-left: 40px;">B_L is _____</p> <p style="padding-left: 40px;">C_L is _____</p> <p style="padding-left: 40px;">L_{mc} and L_{oc} are the index for Labor from _____</p> <p style="padding-left: 40px;">I_{mc} and I_{oc} are the index for _____ from _____</p> <p>(b) For foreign currency</p> <p style="padding-left: 40px;">A_F is _____</p> <p style="padding-left: 40px;">B_F is _____</p> <p style="padding-left: 40px;">C_F is _____</p> <p style="padding-left: 40px;">L_{mc} and L_{oc} are the index for Labor from _____</p> <p style="padding-left: 40px;">I_{mc} and I_{oc} are the index for _____ from _____</p>
7.1	<p>The principle and modalities of inspection of the Services by the Employer are as follows: _____</p> <p>The Defects Liability Period is _____.</p>

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
8.2.	<p>[Note: In contracts with foreign consultants, the Employer requires that the international commercial arbitration in a neutral venue is used.]</p> <p>Disputes shall be settled by arbitration in accordance with the following provisions:</p> <ol style="list-style-type: none"> 1. <u>Selection of Arbitrators.</u> Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three (3) arbitrators, in accordance with the following provisions: <ol style="list-style-type: none"> (a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to <i>[name an appropriate international professional body, e.g., the Federation Internationale des Ingenieurs-Conseil (FIDIC) of Lausanne, Switzerland]</i> for a list of not fewer than five (5) nominees and, on receipt of such list, the Parties shall alternately strike names therefrom, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, <i>[insert the name of the same professional body as above]</i> shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute. (b) Where the Parties do not agree that the dispute concerns a technical matter, the Employer and the Service Provider shall each appoint one (1) arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two (2) arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by <i>[name an appropriate appointing authority.]</i>. (c) If, in a dispute subject to paragraph (b) above, one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the <i>[name the same appointing authority as in said paragraph (b)]</i> to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute. 2. <u>Rules of Procedure.</u> Except as otherwise stated herein, arbitration

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	<p>proceedings shall be conducted in accordance with the rules of procedure for arbitration of the United Nations Commission on International Trade Law (UNCITRAL) as in force on the date of this Contract.</p> <p>3. <u>Substitute Arbitrators</u>. If for any reason an arbitrator is unable to perform his/her function, a substitute shall be appointed in the same manner as the original arbitrator.</p> <p>4. <u>Nationality and Qualifications of Arbitrators Regarding Contracts with Foreign Service Providers</u>. The sole arbitrator or the third arbitrator appointed pursuant to paragraphs 1(a) through 1(c) above shall be an internationally recognized legal or technical expert with extensive experience in relation to the matter in dispute and shall not be a national of the Service Provider's home country [<i>Note: If the Service Provider consists of more than one entity, add: or of the home country of any of their members or Parties</i>] or of the Government's country. For the purposes of this Clause, "home country" means any of:</p> <ul style="list-style-type: none"> (a) the country of incorporation of the Service Provider [<i>Note: If the Service Provider consists of more than one entity, add: or of any of their members or Parties</i>]; or (b) the country in which the Service Provider's [or any of their members' or Parties'] principal place of business is located; or (c) the country of nationality of a majority of the Service Provider's [or of any members' or Parties'] shareholders; or (d) the country of nationality of the Sub-Contractors concerned, where the dispute involves a subcontract. <p>[<i>Note: SCC Clause 45.1.4 stated above does not apply to local or localized Service Providers from the Republic of Ghana</i>]</p> <p>5. <u>Miscellaneous</u>. In any arbitration proceeding involving foreign Service Providers hereunder:</p> <ul style="list-style-type: none"> (a) proceedings shall, unless otherwise agreed by the Parties, be held in [<i>select a country which is neither The Republic of Ghana nor the Service Provider's country</i>]; (b) the English language shall be the official language for all purposes; and

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	<p>(c) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.</p>
8.3	<p>The rules of procedure for arbitration proceedings pursuant to GCC Clause 8.2.4 shall be as follows:</p> <p><i>[The Tendering document should contain one clause to be retained in the event of a Contract with a foreign Service Provider and one clause to be retained in the event of a Contract with a Service Provider who is a national of the Employer’s Country. At the time of finalizing the Contract, the respective applicable clause should be retained in the Contract. The following explanatory note should therefore be inserted as a header to GCC 8.2 in the Tendering document.</i></p> <p><i>“Clause 8.2.4 (a) shall be retained in the case of a Contract with a foreign Service Provider and Clause 8.2.4 (b) shall be retained in the case of a Contract with a national of the Employer’s Country.”]</i></p> <p>(a) Contract with foreign Service Provider:</p> <p><i>[For contracts entered into with foreign Service Providers, International commercial arbitration may have practical advantages over other dispute settlement methods. The World Bank should not be named as arbitrator, nor should it be asked to name an arbitrator. Among the rules to govern the arbitration proceedings, the Employer may wish to consider the United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules of 1976, the Rules of Conciliation and Arbitration of the International Chamber of Commerce (ICC), the Rules of the London Court of International Arbitration or the Rules of Arbitration Institute of the Stockholm Chamber of Commerce.]</i></p> <p><i>If the Employer chooses the UNCITRAL Arbitration Rules, the following sample clause should be inserted:</i></p> <p>GCC 8.2.4 (a)—Any dispute, controversy or claim arising out of or relating to this Contract, or breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force.</p>

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	<p><i>If the Employer chooses the Rules of ICC, the following sample clause should be inserted:</i></p> <p>GCC 8.2.4 (a)—All disputes arising in connection with the present Contract shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with said Rules.</p>
8.2.5	<p>The designated Appointing Authority for a new Adjudicator is _____</p>

Appendices to the Invitation for Tenders

Appendix A—Description of the 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.

Appendix B—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 C—Key Personnel and sub-Contractors

- 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 sub-Contractors (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 D—Breakdown of Contract Price in Foreign Currency

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

- 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 E—Breakdown of Contract Price in Local Currency

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

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 F—Services and Facilities Provided by the Employer

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

SECTION XVII: Secondary Procurement Forms

Secondary Procurement Forms

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Request for Quotation

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

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

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

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

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

Attachments:

- Annex 1: Procurement Entity/Lead Entity/Procurement Agent's Requirements
- Annex 2: Quotation Form

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

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

1. Request for Quotation (RFQ)

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

2. Price

- a. Your Quotation must be submitted in the format contained in Annex 2: Supplier Quotation Form.
- b. [*OR use the following text if the Base Price is subject to a price adjustment: Your Quotation cannot be higher the Base Price for the Technical Services] as established in the Framework Agreement: Price Schedules, adjusted by applying the price adjustment formula and any adjustment for change in Laws and Regulations in accordance with FWA Specific Provisions"*]
- c. The price that you quote shall be fixed and shall not be subject to any further adjustment.
- d. The Quotation shall be in the same currency(ies) specified in the Framework Agreement: Price Schedules.
- e. The Quotation will be valid for a period of [*insert number of calendar days*]

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

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

4. Clarifications

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

5. Submission of Quotations

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

- c. The address for submission of Quotations is:

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

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

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

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

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

Country: *[insert name of country]*

6. Opening of Quotations

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

7. Evaluation of Quotations

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

8. Contract

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

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

Signature: _____

Name: _____

Title/position: _____

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

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

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

RFQ ANNEX 2: Service Provider Quotation Form

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

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

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

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

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

SUBMISSION OF QUOTATION

1. Conformity and no reservations

In response to the above named RFQ we offer to provide the Technical Services ”] as per this Quotation and in conformity with the RFQ, Delivery and Completion Schedules, Performance Specifications and Drawings. We confirm that we have examined and have no reservations to the RFQ, including the Call-off Contract.

2. Eligibility and conflict of interest

We declare that we continue to be qualified and meet the eligibility requirements and that we have no conflict of interest.

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

3. Tender Price

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

4. Unconditional Discounts

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

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

5. Quotation Validity Period

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

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

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

7. Commissions, gratuities, fees

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

Name of Recipient	Address	Reason	Amount

8. Not Bound to Accept

We understand that you reserve the right to:

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

9. Fraud and Corruption

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

On behalf of the **Service Providers**:

Signature: _____

Name: _____

Title/position: _____

Telephone: _____

Email: _____

Total Quotation

The total cost for the provision and completion of the Technical Services is as follows:

Price Schedule Quotations	Amount
Technical Services: Price Schedule 1	
Technical Services: Price Schedule 2	
Technical Services: Price Schedule 3	
Related Services: Price Schedule 4	
Total Quotation	

Sample Letter of Award of Call-off Contract

[modify as appropriate]

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

[date]

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

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

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

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

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

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

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Entity: _____

Attachment: Call-off Contract

Call-off Contract for the provision of Technical Services

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

Procurement Entity/Lead Entity/Procurement Agent:		Service Provider :		
<i>[name of Procurement Entity/Lead Entity/Procurement Agent]</i> <i>[address]</i>		<i>[name of Service Provider]</i> <i>[address]</i>		
GOODS (GCC 1.1 i)				
Code	Product name	Quantity	Unit price	Total
<i>[insert code]</i>	<i>[description of Technical Services]</i>	<i>[number]</i>	<i>[price]</i>	<i>[amount]</i>
Special instructions/comments:				
		Total		
		[

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

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

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

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

Signed: *[insert signature]*

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

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

Date: _____

For and on behalf of the Service Provider

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

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

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

Date: _____

Attachment

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

Performance Security

Date:

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

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

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

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

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

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

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

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

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

Signature and seal of the Guarantors

[name of bank]

[address]

[date]

Advance Payment Security Demand Guarantee

Date:

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

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

[name of Contract]

Gentlemen and/or Ladies;

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

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

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

This guarantee shall remain valid and in full effect from the date of the advance payment under the Contract until the Procurement Entity receives full repayment of the same amount from the Supplier.

Yours truly,

Signature and seal of the Bank

[name of Bank]

[address]

[date]

List of Procurement Entities (if applicable)

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

The following entities are participating in this Framework Agreement.

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