



Republic of Ghana

Public Procurement Authority

**STANDARD TENDER DOCUMENT  
FOR**

**FRAMEWORK AGREEMENT (TECHNICAL SERVICES)**

**PRICE QUOTATION**

**TRIAL EDITION**

**FEBRUARY 2022**



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# Standard Tender Document for Framework Agreement for Technical Services (Price Quotation)

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This section provides information that enables potential Tenderers to decide whether to participate in the Tender or not.

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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.

#### **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.

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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.

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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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# Introduction

This Standard Tender Document for Framework Agreement for Technical Services (Price Quotation) is to be used for establishing a Framework Agreement for the procurement of Technical Services using the Price Quotation method and procedure. The subsequent procurement of Technical Services is undertaken through the award of a Call-off Contract. The document is applicable to *Single User* and *Multiple Supplier* Framework Agreements. It has been developed through modifications to the Standard Tender Document for Framework Agreement for Technical Services (NCT).

This Tender Document has been prepared by the Public Procurement Authority for use by Procurement Entities in accordance with the Public Procurement Act, 2003 (Act 663) as amended when procuring Technical Services which are estimated to cost not more than fifty thousand Ghana cedis (**GHS 50,000.00**).

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

Chief Executive Officer  
Public Procurement Authority  
Accra, Ghana

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



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# **Request for Quotations Framework Agreement For Technical Services (PQ)**

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# Section I – Request for Quotations Framework Agreement(s) for Technical Services (PQ) (Primary Procurement)

**Procurement of:**  
[ Insert identification of the Technical Services]

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

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

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

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

1. The \_\_\_\_\_ *[insert name of Procurement Entity]* 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) concluded through this RFQ Primary Procurement process.

**BRIEF DESCRIPTION OF TECHNICAL SERVICES:**

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2. The Procurement Entity is undertaking the Primary Procurement with a view to concluding a Framework Agreement. The Procurement Entity is the sole Entity under the Framework Agreement. The Procurement Entity now invites sealed Quotations 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 “Single-User.” “The Single-User entitled to procure under the Framework Agreement is [*insert legal name of the Entity.*]
4. The [*Framework Agreement*] to be concluded will be [*choose one the following two options: “Single-Supplier.” OR “Multi-Supplier.”*].
5. The conclusion of a Framework Agreement shall not impose any obligation on the Procurement Entity to procure Technical Services under a Call-off Contract, unless otherwise stated in the Instruction to Tenderers. The conclusion of a Framework Agreement does not guarantee that an FWA Service Provider will be awarded a Call-off Contract, unless otherwise stated in the Instruction to Tenderers. Tendering will be conducted through the Request for Quotation procedures specified in the Public Procurement Act, 2003 (Act 663) as amended.
7. Tenderers may submit Tenders for one or more “lots”.
8. The Framework Agreement 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. This means no new firm (s) may conclude Framework Agreement during the Term of Framework Agreement
10. Tenderers shall comply with the following Eligibility requirements:
  - *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 (if applicable)*
  - *Valid Registration Certificate from PPA*

11. Sealed Quotations must be delivered to the address below *[state address]*<sup>1</sup> on or before *[insert time and date]*. Electronic Tendering [*“will” OR “will not”*] be permitted. Late Tenders will be rejected. Tenders will be publicly opened in the presence of the Tenderers’ designated representatives and anyone who chooses to attend, at the address below on *[insert time and date]*.
12. The address referred to above is: *[insert detailed address]*

*[Insert name of Procurement Entity]*

*[Insert name of officer and title]*

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

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

*[Insert email address]*

*[Insert website address]*

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<sup>1</sup> *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)**

## Section II. Instructions to Tenderers

The headings of the sections in these instructions (ITT1-ITT42) are consistent with the headings of sections provided in the NCT version of the Framework Agreement Tender Document. The contents under the sections have been modified appropriately to suit the Price Quotation Method.

<b>A. General</b>	
<b>ITT 1</b>	<b>Scope of Tender</b>
<b>1.1</b>	<p>The Procurement Entity is: <i>[insert name of the Procurement Entity]</i></p> <p>The Procurement Entity is “the Entity that will conclude, administer and manage the Framework Agreement, and be the sole Procurement Entity under the Framework Agreement.”</p> <p>The reference number of the Request for Quotations (RFQ) is: <i>[insert reference number of the Request for Quotations]</i></p> <p>The name of the RFQ is: <i>[insert name of the RFQ]</i></p> <p>The number and identification of lots (contracts) comprising this RFQ is: <i>[insert number and identification of lots (contracts).]</i></p>
<b>1.2 (a)</b>	<p><i>[delete if not applicable]</i></p> <p><b>Electronic –Procurement System</b></p> <p>The Procurement Entity shall use the following electronic-procurement system to manage this Procurement process:</p> <p><i>[insert name of the e-system and URL address or link]</i></p> <p>The electronic-procurement system shall be used to manage the following aspects of the Procurement process:</p> <p><i>[list aspects here and modify the relevant parts of the TDS accordingly e.g., issuing RFQ document, submissions of Quotations, opening of Quotations]</i></p>
<b>ITT 2</b>	<b>Source of Funds</b>
<b>2.1</b>	<p>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>
<b>ITT 3</b>	<b>Corrupt and Fraudulent Practices</b>

	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.
<b>ITT 4</b>	<b>Eligible Tenderers</b>
<b>4.1</b>	Tenderers shall comply with the following Eligibility requirements: <ul style="list-style-type: none"> <li>• <i>Valid GRA Tax Clearance Certificate</i></li> <li>• <i>Valid SSNIT Clearance Certificate</i></li> <li>• <i>Valid VAT Registration Certificate (if applicable)</i></li> <li>• <i>Valid Business Registration Certificate</i></li> <li>• <i>Valid Certificate of Incorporation</i></li> <li>• <i>Valid Certificate to Commence Business (if applicable)</i></li> <li>• <i>Valid Registration Certificate from PPA</i></li> </ul>
<b>4.5</b>	A list of debarred firms and individuals is available at: <a href="http://www.ppaghana.gov.gh">http://www.ppaghana.gov.gh</a>
<b>B. Contents of the RFQ Document</b>	
<b>ITT 5</b>	<b>Sections of Tender Document</b>
	Part 1: Primary Procurement Procedures Part 2: Secondary Procurement Procedures
<b>ITT 6</b>	<b>Clarification of Tender Document</b>
	A Tenderer requiring any clarification of the Tender document shall contact the Procurement Entity in writing at the Procurement Entity's address.
<b>ITT 7</b>	<b>Amendment of Tender Document</b>
	At any time prior to the deadline for submission of Quotations, the Procurement Entity may amend the Tender document by issuing addenda
<b>C. Preparation of Tenders</b>	
<b>ITT 8</b>	<b>Cost of Tendering</b>
	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)
<b>ITT 9</b>	<b>Language of Tender</b>

<b>9.1</b>	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 <b>English</b> .
<b>D. Preparation of Tenders</b>	
<b>ITT 10</b>	<b>Documents comprising the Tender</b>
<b>10.1</b>	The Tender shall comprise the following: <ul style="list-style-type: none"> <li>(a) Letter of Tender</li> <li>(b) Price Activity Schedules</li> <li>(c) Qualifications: documentary evidence establishing the Tenderer's qualifications to conclude a Framework Agreement and perform any Call-off Contract, if awarded;</li> <li>(d) Tenderer's Eligibility: documentary evidence establishing the Tenderer's eligibility to Tender;</li> </ul>
<b>ITT 11</b>	<b>Letter of Tender and Price Schedules</b>
<b>11.1</b>	The Letter of Tender and Priced Activity Schedules shall be prepared using the relevant Tender Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted.
<b>ITT 12</b>	<b>Alternative Quotations</b>
	Alternative Quotations shall not be permitted in this Primary Procurement process
<b>ITT 13</b>	<b>Tender Prices and Discounts</b>
<b>13.2</b>	Tenderers shall provide their prices in the Price Schedules.
<b>ITT 14</b>	<b>Currencies of Tender and Payment</b>
<b>14.1</b>	Prices shall be quoted in Ghana Cedis (GH¢) and payments made in Ghana Cedis (GH¢).
<b>ITT 15</b>	<b>Documents Establishing Eligibility and Conformity of Services</b>
	N/A
<b>ITT 16</b>	<b>Documents Establishing Eligibility and Qualifications of Tenderer</b>
<b>16.1</b>	To establish Tenderer's eligibility, Tenderers shall complete the Form/Letter of Tender, included in Tender Forms.
<b>16.2</b>	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: that the Tenderer meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.
<b>ITT 17</b>	<b>Period of Validity of Quotations</b>
	The <b>Tender validity period</b> shall be <i>[insert the term of the Framework Agreement]</i> .
<b>ITT 18</b>	<b>Tender Securing Declaration</b>
	N/A
<b>ITT 19</b>	<b>Format and Signing of Tender</b>
<b>19.1</b>	In addition to the original of the Tender, the <b>number of copies</b> to be delivered to the Procurement Entity is <i>[insert number (insert figure)]</i> copies.
<b>D. Submission and Opening of Tenders</b>	
<b>ITT 20</b>	<b>Sealing and Marking of Tenders</b>
	The Tenderer shall deliver the Tender in a single, sealed envelope (one-envelope Tendering process) within the single envelope.
<b>ITT 21</b>	<b>Deadline for Submission of Quotations</b>
<b>21.1</b>	<p>For <b>Tender submission purpose</b> only, the Procurement Entity’s address is: <i>[This address may be the same as or different from that specified under ITT 7.1 for clarifications]</i></p> <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><b>The deadline for Tender submission is:</b></p> <p>Date: <i>[insert month, day and year, e.g. June 15<sup>th</sup>,2020]</i></p> <p>Time: <i>[insert time, and identify if a.m. or p.m., e.g. 10:30 a.m.]</i></p> <p><i>[Note: The date and time should be the same as those provided in the Request for Quotations, 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</p>



	<p>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 Quotations electronically. Otherwise omit.]</i></p> <p><i>[The electronic Procurement submission procedures shall be: <i>[insert a description of the electronic Procurement submission procedures that must be followed]</i></i></p>
<b>ITT 22</b>	<b>Late Quotations</b>
<b>22.1</b>	The Procurement Entity shall not consider any Quotation that arrives after the deadline for submission of Quotations. Any Quotation received by the Procurement Entity after the deadline for submission of Quotations shall be declared late, rejected, and returned unopened to the Tenderer in accordance with procedures stipulated by the PPA.
<b>ITT 23</b>	<b>Withdrawal, Substitution, and Modification of Quotations</b>
	N/A
<b>ITT 24</b>	<b>Tender Opening</b>
<b>24.1</b>	<p>The <b>Tender opening</b> shall take place at:</p> <p>Street Address: <i>[insert street address and number]</i></p> <p>Floor/ Room number: <i>[insert floor and room number, if applicable]</i></p> <p>City: <i>[insert name of city or town]</i></p> <p>Country: <i>[insert name of country]</i></p> <p>Date: <i>[insert month, day and year, e.g. June 15<sup>th</sup>, 2020]</i></p> <p>Time: <i>[insert time and identify if a.m. or p.m. e.g. 10:30 a.m.] [Date and time should be the same as those given for the deadline for submission of Quotations (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 Quotations electronically. Otherwise omit.]</i></p> <p>The <b>electronic Tender opening</b> procedures shall be: <i>[insert a description of the electronic Tender opening procedures that shall apply.]</i></p>
<b>E. Evaluation and Comparison of Quotations</b>	
<b>ITT 25</b>	<b>Confidentiality</b>
	Information relating to the evaluation of Quotations 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.
<b>ITT 26</b>	<b>Clarification of Tenders</b>
	To assist in the examination, evaluation, comparison of Quotations, and qualification of Tenderers, the Procurement Entity may, at its discretion, ask any Tenderer for a clarification of its Tender.
<b>ITT 27</b>	<b>Deviations, Reservations and Omissions</b>
	During the evaluation of Quotations, the following definitions apply: <ul style="list-style-type: none"> <li>(a) “Deviation” is a departure from the requirements specified in the Tender document;</li> <li>(b) “Reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Tender document; and</li> <li>(c) “Omission” is the failure to submit part or all of the information or documentation required in the Tender document.</li> </ul>
<b>ITT 28</b>	<b>Determination of Responsiveness</b>
	A substantially responsive Tender is one that meets the requirements of the Tender document without material deviation, reservation, or omission.
<b>ITT 29</b>	<b>Nonconformities, Errors and Omissions</b>
	Provided that a Tender is substantially responsive, the Procurement Entity may waive any nonconformities in the Tender
<b>ITT 30</b>	<b>Correction of Arithmetical Errors</b>
<b>30.1</b>	The Procurement Entity shall correct arithmetical errors on the following basis: <ul style="list-style-type: none"> <li>(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;</li> <li>(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</li> <li>(c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed</li> </ul>

	in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.
<b>ITT 31</b>	<b>Margin of Preference</b>
	N/A
<b>ITT 32</b>	<b>Evaluation of Quotations</b>
<b>32.1</b>	<p>Evaluation will be done by Lots (contracts)</p> <p>Each lot will be evaluated on a <b>combined technical and financial score as provided in Section III</b></p> <p>Quotations 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 <b>highest</b> 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>
<b>ITT 33</b>	<b>Comparison of Quotations</b>
<b>33.1</b>	The Procurement Entity shall compare the evaluated costs of all substantially responsive Quotations to determine the ranking of Tenders based on the lowest evaluated cost.
<b>ITT 34</b>	<b>Qualification of the Tenderer(s)</b>
<b>34.1</b>	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 <b>Section III</b> , Evaluation and Qualification Criteria.
<b>ITT 35</b>	<b>Procurement Entity's Right to Accept Any Tender, and to Reject Any or All Tenders</b>
<b>35.1</b>	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
<b>F. Conclusion of a Framework Agreement</b>	
<b>ITT 36</b>	<b>Framework Agreement Criteria</b>

<b>36.1</b>	This is a Closed Framework Agreement, i.e., no new firm(s) may conclude Framework Agreement(s) during the Term of the Framework Agreement
<b>36.2</b>	The Procurement Entity shall specify <b>in Section III</b> Evaluation and Qualification Criteria, the criteria that will apply in the selection of Tenderer(s), with whom a Framework Agreement(s) may be concluded.
<b>ITT 37</b>	<b>Notification to Conclude a Framework Agreement</b>
<b>37.1</b>	The Procurement Entity shall transmit to the successful Tenderer a Notification to Conclude a Framework Agreement, attaching the Framework Agreement for signature by the Tenderer.
<b>ITT 38</b>	<b>Obligation to Procure</b>
<b>38.1</b>	The conclusion of a Framework Agreement shall not impose any obligation on the Entity to procure any Goods under the Framework Agreement, unless the Scope of Deliverables is specified as <ul style="list-style-type: none"> <li>(a) Full requirement over specified period, or</li> <li>(b) Stated Minimum quantities of at least 25% of the full requirement, over specified period.</li> </ul>
<b>ITT 39</b>	<b>Debriefing by the Procurement Entity</b>
	N/A
<b>ITT 40</b>	<b>Signing the Framework Agreement</b>
<b>40.1</b>	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.  [ <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> ]
<b>ITT 41</b>	<b>Publication of the Conclusion of Framework Agreement Notice</b>
	The Procurement Entity shall promptly issue notice of <b>Agreement</b> on the website of the Public Procurement Authority or as provided in Regulations
<b>ITT 42</b>	<b>Procurement Related Complaint</b>
<b>42.1</b>	The procedures for making a Procurement-related Complaint are as specified <b>in the Public Procurement Act, 2003 (Act 663)</b> as amended.

## 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 RFQ 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 Quotations (ITT 32)

### Combined Tender Evaluation Criteria for Technical Services

ITEM NO.	EVALUATION CRITERIA FOR TECHNICAL SERVICES	Maximum Points
1	Relevant Experience <ul style="list-style-type: none"> <li>• General experience</li> <li>• Specific experience in similar project and environment.</li> </ul>	20 50
2	Facilities, Equipment, Materials & Consumables	30
	Total points	<b>100</b>

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-Supplier Framework Agreement:**

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

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

### 3. Post Qualification Criteria (ITT 34)

<b>Experience</b>	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:  ..... .....
<b>Essential Equipment</b>	The essential equipment to be made available for the Contract by the successful Tenderer shall be:  ..... .....



# Section IV - Tender Forms

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# Letter of Tender

## Primary Procurement - Framework Agreement Technical Services

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

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]*”

- (e) **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]*;

- (f) **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;
- (g) **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.

- (h) **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.
- (i) **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.
- (j) **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 for 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 RFQ process]*

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

1. Tenderer's Name <i>[insert Tenderer's legal name]</i>
2. Tenderer's year of registration: <i>[insert Tenderer's year of registration]</i>
3. Tenderer's Address in country of registration: <i>[insert Tenderer's legal address in country of registration]</i>
4. Tenderer's Authorized Representative Information <b>Name:</b> <i>[insert Authorized Representative's name]</i> <b>Address:</b> <i>[insert Authorized Representative's Address]</i> <b>Telephone:</b> <i>[insert Authorized Representative's telephone]</i> <b>Email Address:</b> <i>[insert Authorized Representative's email address]</i>

## Qualification Information

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

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)			

---

# **Activity Schedule Forms**

## **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: _____
						RFQ 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>
<b>Total Tender Price</b>						

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



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## **Section V: Activity Schedule**

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# Method Statement

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## **Workplan**

## **Section VI: Performance Specifications and Drawings**



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# **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.]*

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

**the Procurement Entity** [*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*

**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 Provisions**

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]*

“For and on behalf of the Procurement Entity:”

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 Provisions

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## Section VIII Framework Agreement Provisions

*[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.]*

<b>1 Definitions</b>	N/A
<b>2 Framework Agreement Documents</b>	<p>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.</p> <p>2.2 This Framework Agreement comprises the following documents.:</p> <ul style="list-style-type: none"> <li>a) Framework Agreement, including all Sections,</li> <li>b) Notice of Conclusion of a Framework Agreement, and</li> <li>c) Letter of Tender (from Primary Procurement process)</li> </ul>
<b>3 Service Provider's obligations</b>	<p>3.1 The <b>Service Provider</b> 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.</p> <p>3.2 During the Term of the Framework Agreement, the Service Provider shall continue to be eligible and qualified, 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</p> <p>3.3 The Service Provider undertakes to provide the Technical <b>Services</b> under a Call-off Contract. The Technical <b>Services</b> provided shall be:</p> <ul style="list-style-type: none"> <li>(a) of the quality, type and as otherwise specified in the Framework Agreement, <b>Section V: Activity Schedule</b></li> <li>(b) at the Contract Price specified in the Call-off Contract, and</li> <li>(c) in such quantities, at such times and to such locations as specified in the Call-off Contract.</li> </ul>

	<p>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.</p>
<p><b>4 Continued Qualification and Eligibility</b></p>	<p>4.1 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 Supplier being disqualified from being awarded a Call-off Contract, and/or the termination of the Framework Agreement.</p> <p>4.2 The Service Provider shall comply with the following Eligibility requirements:</p> <ul style="list-style-type: none"> <li>a) Valid GRA Tax Clearance Certificate</li> <li>b) Valid SSNIT Clearance Certificate</li> <li>c) Valid VAT Registration Certificate (if applicable)</li> <li>d) Valid Business Registration Certificate</li> <li>e) Valid Certificate of Incorporation</li> <li>f) Valid Certificate to Commence Business (if applicable)</li> <li>g) Valid Registration Certificate from PPA</li> </ul>
<p><b>5 Term</b></p>	<p>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 ..... (<i>specify the end of the term</i>)</p>
<p><b>6 Representative</b></p>	<p>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 as follows:</p> <p><b><u>Procurement Entity's Representatives</u></b></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><b><u>Supplier's Representatives</u></b></p> <p>The name and contact details of the Supplier's Representative, for the purposes of this Framework Agreement, and the address for notices in relation to this Framework Agreement are:</p> <p>Name:</p> <p>Title/position:</p> <p>Address:</p> <p>Phone:</p> <p>Mobile:</p> <p>E-mail</p> <p>6.2 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.</p>
<p><b>7 Role of Lead Procurement Entity or Procurement Agent</b></p>	<p>N/A.</p>
<p><b>8 Contract Price</b></p>	<p>8.1 The Contract Price that will apply to the Procurement Entity under a Call-off Contract shall be the Base Price stipulated in the Framework Agreement, without price adjustment</p>
<p><b>9 Performance Security</b></p>	<p>9.1 The Procurement Entity may require a Performance Security from the Supplier in relation to the performance of a specific Call-off Contract. In this event, the Supplier shall comply with the relevant provisions relating to Performance Security contained in the Call-off Contract Special Conditions of Contract.</p>
<p><b>10 Language</b></p>	<p>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 Service Provider, shall be written in <b>English</b></p>
<p><b>11 Notices</b></p>	<p>11.1 Any notice given by one party to the other pursuant to this Framework Agreement shall be In Writing to the <b>Authorized Representative</b> specified in the <b>clause 6</b>. A notice shall be</p>

	effective when delivered, or on the notice's effective date, whichever is later.
<b>12 Fraud and Corruption</b>	<p>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:</p> <ul style="list-style-type: none"> <li>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</li> <li>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;</li> </ul> <p>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;</p>
<b>13 Confidential Information</b>	13.1 The Procurement Entity and the Supplier shall keep confidential and shall not, without the consent In Writing from the other, divulge to any third party any documents, data, or other information furnished directly or indirectly by either party in connection with the Framework Agreement.
<b>14 Governing Law</b>	14.1 This Framework Agreement, and any Call-off Contract, shall be governed by, and interpreted in accordance with, the laws of <b>Ghana</b> ,
<b>15 Change to the Framework Agreement</b>	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.
<b>16 Termination of the</b>	16.1 The Procurement Entity, without prejudice to any other remedy for breach of the Framework Agreement, may terminate this

<p><b>Framework Agreement</b></p>	<p>Framework Agreement immediately, by notice In Writing to the Supplier, if:</p> <p>(a) in the judgement of the Procurement Entity, the Service Provider has engaged in Fraud and Corruption, or</p> <p>(b) during the Term of the Framework Agreement, the Service Provider ceases to be qualified or eligible. or</p> <p>(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, or</p> <p>(d) the Service Provider becomes bankrupt or otherwise insolvent.</p> <p>16.2 The Procurement Entity 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’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.</p>
<p><b>17 Consequence of expiry or termination</b></p>	<p>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 Conditions of Contract. However, no further Call off Contracts shall be awarded once the Framework Agreement is terminated.</p>
<p><b>18 Dispute resolution in relation to this Framework Agreement</b></p>	<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><b>19 Dispute resolution in relation to Call-off Contracts</b></p>	<p>19.1 The Procurement Entity and the Service Provider 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>

## Section IX: Secondary Procurement Methods

### 1. Secondary Procurement Method(s)

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

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

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

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

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

The RFQ will include:

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



(l) *any other relevant information.*

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

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

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

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

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

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

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

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

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

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

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

## **Section X: Formation of Call-off Contract**

The Procurement Entity 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 the Procurement Entity 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 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.

# 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]*

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

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

Procurement Entity:		Service Provider :		
<i>[name of Procurement Entity]</i> <i>[address]</i>		<i>[name of Service Provider ]</i> <i>[address]</i>		
TECHNICAL SERVICES				
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:		<b>Total</b>		

<b>RELATED SERVICES</b>				
<b>Code</b>	<b>Name/description of service</b>	<b>Quantity</b>	<b>Price</b>	<b>Total</b>
<i>[insert code]</i>	<i>[Describe the Related Services]</i>	<i>[number]</i>	<i>[price]</i>	<i>[amount]</i>
Special instructions/comments:				
		<b>Total</b>		
<b>Required Completion period</b> <i>[See Completion Periods in the FWA]</i>		<i>[insert period]</i>		

<b>Contract Documents</b>
<p>1) The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other contract documents.</p> <ul style="list-style-type: none"> <li>(a) Letter of Award of Call-off Contract</li> <li>(b) Service Provider's Quotation (if applicable)</li> <li>(c) Addenda No. ____ (if any)</li> <li>(d) Special Conditions of Call-off Contract</li> </ul> <p>and by reference the following documents:</p> <ul style="list-style-type: none"> <li>(e) Framework Agreement,</li> <li>(f) Section VIII- Framework Agreement Provisions,</li> <li>(g) Section V: Activity Schedule <i>[insert relevant items from section V as applicable to the Call-off contract such as Performance Specifications]</i></li> <li>(h) Section XIII: Call-off Contract General Provisions</li> <li>(i) <i>[List any other document]</i></li> </ul>

- 2) In consideration of the payments to be made by the Procurement Entity to the Supplier as specified in this Call-off Contract, the Supplier hereby covenants with the Procurement Entity 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 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

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]*

## **SECTION XI - Communication and Award of Call-off Contract**

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

The Procurement Entity 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 XII -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 XIII: Call-off Contract Conditions

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## Conditions of Call-off Contract

### 1. General Provisions

<p><b>1.1 Definitions</b></p>	<p>a) The Arbitrator is _____                  b) The contract name is _____.                  c) The Employer is _____                  d) The Member in Charge is _____                  e) The Service Provider is _____</p>
<p><b>1.2 Applicable Law</b></p>	<p>The Applicable Law is: ____ <b>The Laws of the Republic of Ghana</b> _____</p>
<p><b>1.3 Language</b></p>	<p>This Contract has been executed in the <b>English</b> language.</p>
<p><b>1.4 Notices</b></p>	<p>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 following addresses</p> <p>The addresses are:</p> <p>Employer: _____                  Attention: _____                  Telex: _____                  Facsimile: _____</p> <p>Service Provider: _____                  Attention: _____                  Telex: _____                  Facsimile: _____</p>
<p><b>1.5 Location</b></p>	<p>The Services shall be performed at the following locations                  .....</p>
<p><b>1.6 Authorized Representatives</b></p>	<p>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 following officials</p> <p>The Authorized Representatives are:</p> <p>For the Employer: _____</p>

	For the Service Provider: _____
<b>1.7 Taxes and Duties</b>	N/A

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

<b>2.1 Effectiveness of Contract</b>	The date on which this Contract shall come into effect is ___
<b>2.2 Commencement of Services</b>	
<b>2.2.1 Program</b>	N/A
<b>2.2.2 Starting Date</b>	The Starting Date for the commencement of Services is ....._____
<b>2.3 Intended Completion Date</b>	The Intended Completion Date is _____..
<b>2.4 Modification</b>	N/A
<b>2.5 Force Majeure</b>	N/A
<b>2.6 Termination</b>	
<b>2.6.1 By the Employer</b>	The Employer may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Service Provider.
<b>2.6.2 By the Service Provider</b>	The Service Provider may terminate this Contract, by not less than thirty (30) days' written notice to the Employer
<b>2.6.3 Payment upon Termination</b>	Upon termination of this Contract the Employer shall make payments to the Service Provider: for Services satisfactorily performed prior to the effective date of termination

## 3. Obligations of the Service Provider

<b>3.1 General</b>	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.
<b>3.2 Conflict of Interests</b>	N/A
<b>3.3 Confidentiality</b>	N/A
<b>3.4 Insurance to be Taken Out by</b>	N/A

<b>the Service Provider</b>	
<b>3.5 Service Provider's Actions Requiring Employer's Prior Approval</b>	N/A
<b>3.6 Reporting Obligations</b>	N/A
<b>3.7 Documents Prepared by the Service Provider to Be the Property of the Employer</b>	N/A
<b>3.8 Liquidated Damages</b>	N/A
<b>3.9 Performance Security</b>	N/A
<b>3.10 Fraud and Corruption</b>	<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> <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;</p>
<b>3.11 Sustainable Procurement</b>	N/A

#### **4. Service Provider's Personnel**

<b>4.1 Description of Personnel</b>	N/A
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<b>4.2 Removal and/or Replacement of Personnel</b>	N/A
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## 5. Obligations of the Employer

<b>5.1 Assistance and Exemptions</b>	N/A
<b>5.2 Change in the Applicable Law</b>	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.
<b>5.3 Services and Facilities</b>	The Employer shall make available to the Service Provider the Services and Facilities listed under Appendix F.

## 6. Payments to the Service Provider

<b>6.1 Lump-Sum Remuneration</b>	The Service Provider's remuneration shall not exceed the Contract Price and shall be a fixed lump-sum
<b>6.2 Contract Price</b>	The price payable is <b>Ghana Cedis</b> .....
<b>6.3 Payment for Additional Services, and Performance Incentive Compensation</b>	N/A
<b>6.4 Terms and Conditions of Payment</b>	<p>Payments shall be made according to the following schedule:</p> <ul style="list-style-type: none"> <li>• 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.</li> <li>• 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"> <li>➤ _____(indicate milestone and/or percentage)</li> <li>_____</li> </ul> </li> </ul>

<b>6.5 Interest on Delayed Payments</b>	N/A
<b>6.6 Price Adjustment</b>	N/A
<b>6.7 Dayworks</b>	N/A

## 7. Quality Control

<b>7.1 Identifying Defects</b>	<p>The principle and modalities of Inspection of the Services by the Employer are as follows: _____</p> <p>The Defects Liability Period is _____.</p> <p>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.</p>
<b>7.2 Correction of Defects, and Lack of Performance Penalty</b>	<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

<b>8.1 Amicable Settlement</b>	The Parties shall seek to resolve any dispute amicably by mutual consultation.
<b>8.2 Dispute Settlement</b>	N/A
<b>8.3</b>	N/A

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# **Section XIV: Secondary Procurement Forms**

## Request for Quotation

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

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

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

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

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

#### Attachments:

- Annex 1: Procurement Entity Requirements
- Annex 2: Quotation Form
- Annex 3: Call-off Contract for Supply of Goods [*this may be the Call-off Contract Form or another acceptable template*]

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

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



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

## 2. Price

- a. Your Quotation must be submitted in the format contained in Annex 2: Supplier Quotation Form.
- b. The price that you quote shall be fixed and shall not be subject to any further adjustment.
- c. The Quotation shall be in the same currency(ies) specified in the Framework Agreement: Price Schedules.
- d. The Quotation will be valid for a period of [*insert number of calendar days*]

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

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

## 4. Clarifications

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

## 5. Submission of Quotations

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

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

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

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

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

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

Country: [*insert name of country*]

## 6. Opening of Quotations

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

**7. Evaluation of Quotations**

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

**8. Contract**

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

On behalf of the Procurement Entity:

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

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

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

## RFQ ANNEX 1: Requirements

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

### List of Goods and Delivery Period

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

### List of Related Services and Completion Schedule

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

## Technical Specifications, Drawings, Inspections and Tests

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

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

## RFQ ANNEX 2: Supplier Quotation Form

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

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

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

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

Dear *[insert name of Procurement Entity Representative]*

### SUBMISSION OF QUOTATION

#### 1. Conformity and no reservations

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

#### 2. Eligibility and conflict of interest

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

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

### 3. Tender Price

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

### 4. Unconditional Discounts

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

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

### 5. Quotation Validity Period

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

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

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

### 7. Commissions, gratuities, fees

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

Name of Recipient	Address	Reason	Amount

### 8. Not Bound to Accept

We understand that you reserve the right to:

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

### 9. Fraud and Corruption

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

On behalf of the Supplier:

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

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

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

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

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

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# Sample Letter of Award of Call-off Contract

*[modify as appropriate]*

*[use letterhead paper of the Procurement Entity]*

*[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 Technical Services

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

Procurement Entity:		Supplier:		
<i>[name of Procurement Entity]</i> <i>[address]</i>		<i>[name of Supplier]</i> <i>[address]</i>		
Technical Service				
Code	Product name	Quantity	Unit price	Total
<i>[insert code]</i>	<i>[description ]</i>	<i>[number]</i>	<i>[price]</i>	<i>[amount]</i>
Special instructions/comments:		<b>Total</b>		

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

Contract Documents
<p>4) 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>(j) Letter of Award of Call-off Contract  (k) Supplier’s Quotation (if applicable)  (l) Addenda No. ___ (if any)  (m) Special Conditions of Call-off Contract</p> <p>and by reference the following documents:</p> <p>(n) Framework Agreement,  (o) Section VIII- Framework Agreement General Provisions,  (p) Section IX- Framework Agreement Specific Provisions  (q) Section V: Schedule of Requirements [insert relevant items from section V as applicable to the Call-off contract such as technical specifications, any drawings, and inspection and tests]  (r) Section XIII: Call-off Contract General Provisions  (s) [List any other document]</p>

5) In consideration of the payments to be made by the Procurement Entity to the Supplier as specified in this Call-off Contract, the Supplier hereby covenants with the Procurement Entity/

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to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

- 6) The Procurement Entity hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

For and on behalf of the Procurement Entity

Signed: *[insert signature]*  
in the capacity of *[insert title or other appropriate designation]*  
In the presence of *[insert identification of official witness]*  
Date: \_\_\_\_\_

For and on behalf of the Supplier

Signed: *[insert signature of authorized representative(s) of the Supplier]*  
in the capacity of *[insert title or other appropriate designation]*  
in the presence of *[insert identification of official witness]*  
Date: \_\_\_\_\_

Attachment

4. Special Conditions of Call-off Contract
5. Supplier's Quotation (if applicable)
6. *[Any other documents]*