



Republic of Ghana

Public Procurement Authority

**STANDARD TENDER DOCUMENT  
FOR**

**FRAMEWORK AGREEMENT (WORKS)**

**PRICE QUOTATION**

**TRIAL EDITION**

**FEBRUARY 2022**



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# Standard Tender Document for Framework Agreement for Works (Price Quotation)

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The Request for Quotations provides information that enables potential Tenderers to decide whether to participate in the Tender or not. The information contained in the Request for Quotations must conform to the Tender documents.

#### **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.

#### **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.

#### **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.

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This Section includes references to the applicable Standard Technical Specifications and the Drawings that describe the Works to be procured.

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# Introduction

This Standard Tender Document for Framework Agreement for Works (Price Quotation) is to be used for establishing a Framework Agreement for the procurement of Works using the Price Quotation method and procedure. The subsequent procurement of Works is undertaken through the award of a Call-off Contract.

The tender 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 Works (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 Works which are estimated to cost not more than two hundred thousand Ghana Cedis (**GHS 200, 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 Works (PQ)**

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

**Procurement of:**  
[ Insert identification of the Works]

**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 WORKS:**

**Scope:**

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**Permits**

Work will be undertaken under the following permits which will be provided and paid for by the Procurement Entity or the Contractor as designated below

- Building Permit
- Environmental permit

.....  
.....

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 Works 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 Works 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 Contractor will be awarded a Call-off Contract. 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.*

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

## Section II. Instructions to Tenderers

The headings of the sections in these instructions (ITT1-ITT41) are consistent with the headings of sections provided in the NCT version of the Framework Agreement Tender Document for Works. 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>	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
<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>	<p>The Tender shall comprise the following:</p> <ul style="list-style-type: none"> <li>(a) Letter of Tender</li> <li>(b) Price 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 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 Qualifications of Tenderer</b>
<b>15.1</b>	To establish Tenderer's eligibility, Tenderers shall complete the Form/Letter of Tender, included in Tender Forms.
<b>15.2</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 16</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 17</b>	<b>Tender Securing Declaration</b>
	N/A
<b>ITT 18</b>	<b>Format and Signing of Tender</b>
<b>18.1</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 19</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 20</b>	<b>Deadline for Submission of Quotations</b>
<b>20.1</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 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: [insert a description of the electronic Procurement submission procedures that must be followed]</i></p>
<b>ITT 21</b>	<b>Late Quotations</b>
<b>21.1</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 22</b>	<b>Withdrawal, Substitution, and Modification of Quotations</b>
	N/A
<b>ITT 23</b>	<b>Tender Opening</b>
<b>23.1</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 24</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 25</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 26</b>	<b>Deviations, Reservations and Omissions</b>
	<p>During the evaluation of Quotations, the following definitions apply:</p> <p>(a) “Deviation” is a departure from the requirements specified in the Tender document;</p>

	<p>(b) “Reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Tender document; and</p> <p>(c) “Omission” is the failure to submit part or all of the information or documentation required in the Tender document.</p>
<b>ITT 27</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 28</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 29</b>	<b>Correction of Arithmetical Errors</b>
<b>29.1</b>	<p>The Procurement Entity shall correct arithmetical errors on the following basis:</p> <p>(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;</p> <p>(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</p> <p>(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>
<b>ITT 30</b>	<b>Margin of Preference</b>
	N/A
<b>ITT 31</b>	<b>Evaluation of Quotations</b>
<b>31.1</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,</p>

	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
<b>ITT 32</b>	<b>Comparison of Quotations</b>
<b>32.1</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 33</b>	<b>Qualification of the Tenderer(s)</b>
<b>33.1</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 34</b>	<b>Procurement Entity's Right to Accept Any Tender, and to Reject Any or All Tenders</b>
<b>34.1</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 35</b>	<b>Framework Agreement Criteria</b>
<b>35.1</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>35.2</b>	The Procurement Entity shall specify in <b>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 36</b>	<b>Notification to Conclude a Framework Agreement</b>
<b>36.1</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 37</b>	<b>Obligation to Procure</b>
<b>37.1</b>	The conclusion of a Framework Agreement shall not impose any obligation on the Entity to procure any Works 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 38</b>	<b>Debriefing by the Procurement Entity</b>

	N/A
<b>ITT 39</b>	<b>Signing the Framework Agreement</b>
<b>39.1</b>	<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>
<b>ITT 40</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 41</b>	<b>Procurement Related Complaint</b>
<b>41.1</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 31)

### Evaluation Criteria (ITT 31)

The Procurement Entity's evaluation of a Tender may take into account, in addition to the Tender Price quoted in accordance with **ITT 13**, one or more of the following factors as specified in **ITT 31.3** using the following criteria and methodologies.

<p><b>1. Adequacy of Technical Offer</b>, in accordance with ITT 10.1 , will be evaluated as follows:</p> <p>Evaluation of the Tenderer's Technical Offer 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 <b>Section VI- Technical Specifications, Performance Requirements, and Drawings</b>.</p>
<p><b>2. Adequacy of Environmental, Social, Health and Safety Plans</b>, in accordance with <b>ITT 31.3</b>, will be evaluated as follows:</p> <p>Evaluation of the Tenderer's Environmental, Social, Health and Safety Plans will include an assessment of the Tenderer's experience, awareness, and systems, and demonstration that it possesses a high level of Environmental and Social ("E&amp;S") management expertise to successfully manage the E&amp;S risks associated with the implementation of the proposed Works in accordance with Employer Environmental Guidelines and the requirements of Ghana's environmental legislation.</p>
<p><b>3. Alternative Proposals</b>, if permitted under <b>ITT 12</b>, will be evaluated as follows: <b>Applicable/Not Applicable</b>.</p> <p><b>4. Multiple Lots, Discounts:</b></p> <p>Works are grouped in a single contract hence consideration for Multiple Lots is not applicable. Pursuant to <b>Sub-Clause 31</b> of the Instructions to Tenderers, the Employer will evaluate and compare Tenders on the basis of single contract by taking into account discounts offered by the Tenderer, if permitted under <b>ITT 13</b>.</p>

## 2. Criteria to conclude a Framework Agreement(s) (ITT 35)

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

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

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

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

OR

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

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

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

### **3. Post Qualification Criteria**

After determining the substantially responsive Tender which offers the lowest-evaluated cost in accordance with **ITT 32**, the Procurement Entity shall carry out the post-qualification of the Tenderer in accordance with **ITT 33**, using only the requirements specified. Requirements not included in the text below shall not be used in the evaluation of the Tenderer's qualifications.

- (a) The Procurement Entity will determine to its satisfaction whether the Tenderer selected as having submitted the lowest evaluated responsive Tender is qualified to satisfactorily perform the Contract.



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

	<b>EXPERIENCE</b>
<b>Sub-Factor</b>	<b>Requirement</b>
<b>4.1 General Construction Experience</b>	Experience in <b>XX</b> related construction contracts in the role of contractor, subcontractor, or management contractor for each of the last five years prior to the Application submission deadline and with activity in at least nine months in each year.
<b>4.2 Similar Construction Experience</b>	Participation as contractor, management contractor or subcontractor, in at least three contracts of similar nature within the last five years, each with a value of at least: <b>GHSxxxx million or equivalent;</b> that has been completed and that are similar to the proposed works.
<b>4.3 Specific Construction Experience in Key Activities</b>	For the above or other contracts executed during the last five years, minimum construction experience in following key activities: <b>A) <u>Monthly Rate of Production:</u></b> 1) ..... 2) ..... 3) ..... 4) ..... 5) ..... 6) .....

The Tenderer must demonstrate that it will have access to the key Contractor's equipment listed hereafter:

<b>No.</b>	<b>Equipment Type and Characteristics</b>	<b>Minimum Number required for contract</b>
1		
2		
3		
.		
.		
.		



# Section IV - Tender Forms

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# Letter of Tender

## Primary Procurement - Framework Agreement Works

### Framework Agreement - Works

**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**- Price Schedule, the following Works: *[insert a brief description of the Works]*;

(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 Contractors 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 Workss from any FWA Contractor 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 Workss 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 Works

*[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)			



---

# **Section V: Bills of Quantities**

## Notes for Preparing the Estimate Bills of Quantities

*The Estimate shall be included in the IFT document by the Procurement Entity, and shall cover, at a minimum, a description of the Works and , indicative quantities that may be executed under a Framework Agreement/s, Delivery/Completion Periods*

### Bill of Quantities

#### Bill No. 1: General Items

<i>Item no.</i>	<i>Description</i>	<i>Unit</i>	<i>Quantity</i>	<i>Rate</i>	<i>Amount</i>
101	Performance Bond/Guarantee	sum	item	—	
102	Insurance of the Works	sum	item	—	
103	Insurance of Contractor's Equipment	sum	item	—	
104	Third-Party Insurance	sum	item	—	
105	Allow for maintenance of Works for 12 months after completion	month			
106	—etc.—				
112	Provide and equip Engineer's offices	nr			
113	Maintain Engineer's offices for 24 months, including services	month			
114	—etc.—				
121	Provide diversion road	sum	item	—	
122	Provide for traffic control and maintenance of diversion road	month		—	
123	—etc.—				
132	Provide for cleaning up the Site on completion	sum	item	—	
	—etc.—				
Total for Bill No. 1					_____
(carried forward to Summary, p. _____)					

**Bill No. 2: Earthworks**

<i>Item no.</i>	<i>Description</i>	<i>Unit</i>	<i>Quantity</i>	<i>Rate</i>	<i>Amount</i>
201	Excavate topsoil to maximum depth 25 cm and stockpile for reuse, maximum haul distance 1 km	m <sup>3</sup>			
202	Excavate topsoil to maximum depth 25–50 cm, and dispose	m <sup>3</sup>			
203	—etc.—				
206	Excavate fill material from cuttings or approved borrow pits, haul up to 1 km, deposit, shape, and compact to fill	m <sup>3</sup>			
207	Excavate rock in cuttings and dispose, any depth	m <sup>3</sup>			
208	—etc.—				
Total for Bill No. 2					_____
(carried forward to Summary, p. _____)					

### Bill No. 3: Culverts and Bridges

<i>Item no.</i>	<i>Description</i>	<i>Unit</i>	<i>Quantity</i>	<i>Rate</i>	<i>Amount</i>
301	Excavate in all materials other than rock from ground level to underside of foundations, maximum depth 5 m, and dispose	m <sup>3</sup>			
302	Excavate in all materials other than rock, depth 5 m to 7.5 m	m <sup>3</sup>			
303	Provisional Item As Item 302, depth 7.5 m to 10 m	m <sup>3</sup>			
304	—etc.—				
311	Concrete class B in abutments	m <sup>3</sup>			
312	—etc.—				
318	Mild steel reinforcement in abutments and piers up to 20 mm diameter	T			
319	—etc.—				
Total for Bill No. 3					_____
(carried forward to Summary, p. _____)					

### Schedule of Daywork Rates: 1. Labour

<i>Item no.</i>	<i>Description</i>	<i>Unit</i>	<i>Nominal quantity</i>	<i>Rate</i>	<i>Extended amount</i>
D100	Ganger	hour			
D101	Labourer	hour			
D102	Bricklayer	hour			
D103	Mason	hour			
D104	Carpenter	hour			
D105	Steelwork Erector	hour			
D106	—etc.—	hour			
D113	Driver for vehicle up to 10 tons	hour			
D114	Operator for excavator, dragline, shovel, or crane	hour			
D115	Operator for tractor with dozer blade or ripper	hour			
D116	—etc.—	hour			
				Subtotal	
D122	Allow ___ percent <sup>a</sup> of Subtotal for Contractor’s overhead, profit, etc., in accordance with paragraph 3 (b) above.				
				Total for Daywork: Labour _____ (carried forward to Daywork Summary, p. ____ )	

a. To be entered by the bidder.

**Schedule of Daywork Rates: 2. Materials**

<i>Item no.</i>	<i>Description</i>	<i>Unit</i>	<i>Nominal quantity</i>	<i>Rate</i>	<i>Extended amount</i>
D201	Cement, ordinary Portland, or equivalent in bags	T			
D202	Mild steel reinforcing bar up to 16 mm diameter to BS 4449 or equivalent	T			
D203	Fine aggregate for concrete as specified in Clause ____	m <sup>3</sup>			
D204	—etc.—				
D222	Gelignite (Nobel Special Gelatine 60%, or equivalent) including caps, fuse, wire, and requisite accessories	T			
				Subtotal	
D122	Allow ____ percent <sup>a</sup> of Subtotal for Contractor's overhead, profit, etc., in accordance with paragraph 3 (b) above.				
Total for Daywork: Materials _____					
(carried forward to Daywork Summary, p. ____)					

a. To be entered by the bidder.

### Schedule of Daywork Rates: 3. Contractor's Equipment

<i>Item no.</i>	<i>Description</i>	<i>Nominal quantity (hours)</i>	<i>Basic hourly rental rate</i>	<i>Extended amount</i>
D301	Excavator, face shovel, or dragline:			
.1	Up to and including 1 m <sup>3</sup>			
.2	Over 1 m <sup>3</sup> to 2 m <sup>3</sup>			
.3	Over 2 m <sup>3</sup>			
D302	Tractor, including bull or angle dozer:			
.1	Up to and including 150 kW			
.2	Over 150 kW to 200 kW			
.3	Over 200 kW to 250 kW			
D303	Tractor with ripper:			
.1	Up to and including 200 kW			
.2	Over 200 kW to 250 kW			
D304	—etc.—			
Total for Daywork: Contractor's Equipment _____ (carried forward to Daywork Summary, p. ____ )				

### Daywork Summary

	<i>Amount<sup>a</sup></i> (       )	<i>%</i> <i>Foreign</i>
1. Total for Daywork: Labour		
2. Total for Daywork: Materials		
3. Total for Daywork: Contractor's Equipment		
Total for Daywork (Provisional Sum) (carried forward to Bid Summary, p. ____)	_____	_____

a. The Employer should insert local currency unit.



### Summary of Specified Provisional Sums

<i>Bill no.</i>	<i>Item no.</i>	<i>Description</i>	<i>Amount</i>
1			
2	2.8	Supply and install equipment in pumping station	
3			
4	4.32	Provide for ventilation system in subway tunnel	
etc.			
Total for Specified Provisional Sums			4,750,000
(carried forward to Grand Summary (B), p. ____ )			

## Grand Summary

Contract Name:

Contract No.:

<i>General Summary</i>	<i>Page</i>	<i>Amount</i>
Bill No. 1: Preliminary Items		
Bill No. 2: Earthworks		
Bill No. 3: Drainage Structures		
— etc. —		
Subtotal of Bills	(A)	
Total for Daywork (Provisional Sum)	(B)	
Specified Provisional Sums <sup>a</sup> included in subtotal of bills	(C)	
Total of Bills Plus Provisional Sums (A + B + C)	(D)	
Add Provisional Sum <sup>a</sup> for Contingency Allowance	(E)	[sum] <sup>b</sup>
Bid Price (D + E) (Carried forward to Form of Bid)	(F)	

a. All Provisional Sums are to be expended in whole or in part at the direction and discretion of the Engineer in accordance with Sub-Clause 52.4 and Clause 58 of Part I of the Conditions of Contract.

b. To be entered by the Employer.

## Section VI: Technical Specifications and Drawings

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

- *The TS shall make use of best practices.*
- *Technical Specifications shall be fully descriptive of the requirements in respect of, but not limited to, the following:*
  - (a) *Standards of materials and workmanship required*
  - (b) *Any sustainable procurement technical requirements shall be clearly specified. The sustainable procurement requirements shall be specified to enable evaluation of such a requirement on a pass/fail basis.*
  - (c) *Detailed tests required (type and number).*

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

*[Insert detailed description of TS]*

- Standard Specifications for road and bridge works issued by the Ghana Highway Authority



# **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 Works ]* 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 Works*]

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

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 Contractor to provide the specified Works 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 Contractor :

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

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</b>	<b>Definitions</b>	N/A
<b>2</b>	<b>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</b>	<b>Contractor's obligations</b>	<p>3.1 The <b>Contractor</b> shall offer to provide (standing offer) to the Procurement Entity, the Works described in the Framework Agreement 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 Contractor 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 Contractor 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 Contractor undertakes to provide the Workss under a Call-off Contract. The Workss 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: Bills of Quantities</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 Contractor agrees that the Call-off Contract General Conditions of Contract set out in the Framework Agreement, and</p>

	Call-off Contract Special Conditions of Contract set out in a Call-off Contract, shall apply to the Works.
<b>4 Continued Qualification and Eligibility</b>	<p>4.1 The Procurement Entity may require, during the Term of the Framework Agreement, evidence of the Contractor's continued qualification and eligibility. Failure to provide such evidence, as requested, may result in the Contractor being disqualified from being awarded a Call-off Contract, and/or the termination of the Framework Agreement.</p> <p>4.2 The Contractor shall comply with the following Eligibility requirements:</p> <ol 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> </ol>
<b>5 Term</b>	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> )
<b>6 Representative</b>	<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>Contractor's Representatives</u></b></p>

	<p>The name and contact details of the Contractor’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 Contractor, 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 effective when delivered, or on the notice’s effective date, whichever is later.</p>

<p><b>12 Fraud and Corruption</b></p>	<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>
<p><b>13 Confidential Information</b></p>	<p>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.</p>
<p><b>14 Governing Law</b></p>	<p>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>,</p>
<p><b>15 Change to the Framework Agreement</b></p>	<p>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.</p>
<p><b>16 Termination of the Framework Agreement</b></p>	<p>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 Contractor, if:</p>

	<p>(a) in the judgement of the Procurement Entity, the Contractor has engaged in Fraud and Corruption, or</p> <p>(b) during the Term of the Framework Agreement, the Contractor ceases to be qualified or eligible. or</p> <p>(c) the Contractor 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 Contractor 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 Contractor, 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 Contractor 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 Contractor 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

The Secondary Procurement method(s) that apply to the selection of a Contractor 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 the Works.
- (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 Contractors holding a Framework Agreement that includes the Works to be procured under the Call-off contract, to submit competitive quotations.

The RFQ will include:

- (a) the Description and scope of Works to be procured
- (b) Works location(s)
- (c) delivery/completion date(s) or schedule
- (d)
- (e) details of any inspections or tests that are additional to those described in the Framework Agreement
- (f) the criteria to be applied to the evaluation of quotations
- (g) the award criteria, e.g.: The Procurement Entity/Lead Entity/Procurement Agent shall award the Call-off Contract to the Contractor whose Tender(s) has been determined to be substantially responsive to the RFQ; and the lowest evaluated cost.
- (h) deadline for submission of quotations
- (i) reference the Call-off Contract Terms and Conditions of supply, which are to apply to the procurement
- (j) request to Contractors to demonstrate that they continue to be eligible and qualified to deliver/complete the Works
- (k) *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 Contractor holding a Framework Agreement, to deliver /complete the Works, based on which Contractor is best able to deliver/complete the Works,

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 the works** *[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 Contractors holding a Framework Agreement, based on a balanced division of delivery/completion 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 Contractor whose Framework Agreement has the lowest evaluated cost. The first Contractor 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 contractor, 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.

*[add any other applicable method]*

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

The Procurement Entity shall confirm that the selected Contractor 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 Contractor, a Call-off Contract for signature and return, and the Call-off Contract is signed by both the Procurement Entity and the Contractor. 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]*

*[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 Works

<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>Works:</b>	<i>[short title for type of Works]</i>

<b>Procurement Entity:</b>	<b>Contractor:</b>
<i>[name of Procurement Entity/Lead Entity/Procurement Agent]</i> <i>[address]</i>	<i>[name of Contractor]</i> <i>[address]</i>

WORKS				
Code	Product name	Quantity	Unit price	Total
<i>[insert code]</i>	<i>[description of Works]</i>	<i>[number]</i>	<i>[price]</i>	<i>[amount]</i>
Special instructions/comments:			<b>Total</b>	

### Contract Documents

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.

- (a) Letter of Award of Call-off Contract
- (b) Supplier's Quotation (if applicable)
- (c) Addenda No. \_\_\_\_ (if any)
- (d) Special Conditions of Call-off Contract

and by reference the following documents:

- (e) Framework Agreement,
- (f) Section VIII- Framework Agreement Provisions,
- (g) Section V: Bill of Quantities *[insert relevant items from section V as applicable to the Call-off contract such as technical specifications, any drawings, and inspection and tests]*
- (h) Section XII: Call-off Contract Provisions
- (i) *[List any other document]*

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

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

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

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

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

Attachment

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



## **SECTION X1 - 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 Contractors for the items included in the Call-off Contract.
- b. selection based on competitive quotations (through mini-competition) to all Contractors invited to submit quotations.

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

- c. the name and address of the successful Supplier
- d. the Scope of Works being procured
- e. the contract price
- f. a statement of the reason(s) the recipient Contractor was unsuccessful



## **Section XII -Complaint About Award of Call-off Contract**

An unsuccessful Contractor 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.

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## **SECTION XIII: Call-off Contract Conditions**

## Conditions of Call-off Contract

The following Conditions of Contract shall be read in conjunction with the General Conditions of the 2010 Multilateral Development Bank Harmonized Edition of the International Federation of Consulting Engineers' (FIDIC) "Conditions of Contract"

<b>A. General</b>	
<b>GCC 1.1.2.2</b>	The Employer is: <b>[Insert complete name]</b>
<b>GCC 1.1.2.11</b>	The Funding Agency is: <b>[Insert complete name]</b>
<b>GCC 1.1.2.4</b>	The Engineer is: <b>[Insert name, address, telephone, fax numbers and e-mail] [Insert complete name]</b>
<b>GCC 1.1.3.2</b>	The Start Date shall be: <b>[Insert date]</b>
<b>GCC 1.1.3.3</b>	The Intended Completion Date for the whole of the Works shall be <b>[Insert number of days deemed appropriate here]</b>
<b>GCC 1.1.6.7</b>	The Site is located at <b>[Insert address of Site]</b> and is defined in drawings No. <b>[Insert numbers]</b>
<b>GCC 1.1.5.8</b>	The Works consist of: <b>[insert brief summary, including relationship to other contracts under the Project]</b>
<b>GCC 1.1.5.6</b>	Sectional Completions <b>[Insert details of sections here]</b>
<b>GCC 1.3</b>	The Employer's address for the purpose of communications shall be: <b>[state full address, telephone, fax and e-mail]</b> The Contractor's address for the purpose of communications shall be: <b>[state full address, telephone, fax and e-mail]</b>
<b>GCC 1.4</b>	The governing law is that of the <b>Republic of Ghana</b> The ruling language shall be <b>English Language</b> This Contract shall be executed in the <b>[insert language for communications <u>only</u> if different from the ruling language]</b> language.
<b>GCC 1.5</b>	The following documents also form an integral part of this Contract: <b>[Insert detailed list additional documents forming part of the Contract]</b>
<b>GCC 1.6</b>	The Parties <b>[Insert "shall" or "shall not"]</b> enter into contract within 28 days after the Contractor receives the Letter of Acceptance. <b>[If not, provide details as to the alternative deadline]</b>
<b>GCC 1.14</b>	The individuals of firms in a joint venture, consortium or association <b>[insert "shall be" or "shall not be"]</b> jointly and severally liable
<b>GCC 2.1</b>	The Site Possession Date(s) shall be: <b>[insert location(s) and date(s), as relevant and applicable]</b>
<b>GCC 2.2</b>	Permits, approvals and / or licenses, or public service undertakings to be acquired by the Employer: <b>[Insert full details]</b>
<b>GCC 2.2</b>	Permits, approvals and / or licenses, or public service undertakings to be acquired by the Contractor: <b>[Insert full details]</b>
<b>GCC 18. 2, 18.3, 18.4</b>	The minimum insurance amounts and deductibles shall be: (a) for the Works, Plant and Materials: <b>[insert amounts]</b> (b) for loss or damage to Equipment: <b>[insert amounts]</b> (c) for loss or damage to property (except the Works, Plant, Materials, and Equipment) in connection with Contract: <b>[insert amounts]</b> (d) for personal injury or death:

	<p>i. of the Contractor's employees: <b>[insert amount]</b></p> <p>ii. of other people: <b>[insert amount]</b></p>
<b>GCC A6</b>	Fees and types of reimbursable expenses to be paid to the Adjudicator: <b>[insert hourly fees and reimbursable expenses]</b> .
<b>GCC 20.2</b>	Appointing Authority for the Adjudicator: <b>Ghana Institution of Surveyors</b>
<b>GCC 20.6</b>	<p>i) For small contracts / Domestic Contractors The institution whose arbitration procedures shall be used is: <b>[Stipulate institution whose Rules of Arbitration shall apply]</b></p> <p>ii) For Larger Contracts / Foreign Contractors [It is recommended that the arbitration procedures of an international institution be utilized. It is recommended to select one body among those listed below <del>(or designate an institution)</del>; and then insert the corresponding wording] <b>“United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules:</b> 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” OR <b>“Rules of Conciliation and Arbitration of the International Chamber of Commerce (ICC):</b> 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.” OR <b>“Rules of the [insert designated institution] of International Arbitration:</b> Any dispute arising out of or in connection with this Contract, including any question regarding its existence, validity, or termination shall be referred to and finally resolved by arbitration under the <b>[insert name of designated institution]</b> of International Arbitration which rules are deemed to be incorporated by reference to this clause.” The place of arbitration shall be: <b>[insert city and country; NB.: for international arbitration, specify neutral location]</b></p>
<b>B. Time Control</b>	
<b>GCC 8.3</b>	The Contractor shall submit for approval a Programme for the Works within <b>[Insert number]</b> days from the date of the Letter of Acceptance.
	The period between Program updates is <b>[insert number]</b> days. The amount to be withheld for late submission of an updated Program is: <b>[Insert amount]</b>
	The Contractor shall warn the Project Manager <b>copied to the Employer</b> at the earliest opportunity of specific likely future events or circumstances that may adversely affect <del>the quality of work,</del> increase the Contract Price, or delay the execution of the Works.
<b>C. Quality Control</b>	
<b>GCC 4.2</b>	The Performance Security shall be: <b>[insert amount(s) denominated in the types and proportions of the currencies in which the Contract Price is payable, or in a freely convertible currency acceptable to the Employer]</b> in the form of:
<b>GCC 8.7</b>	The liquidated damages for the whole of the Works are: <b>[insert percentage]</b> of the final Contract Price, per day.
	The maximum amount of liquidated damages for the whole of the Works is: <b>[insert percentage] of the final Contract Price.</b>
<b>GCC 11</b>	The Defects Liability Period is: <b>[Insert number]</b> days. _____ <i>[The Defects Liability Period is usually limited to 12 months, but could be less in very simple cases]</i>
<b>D. Cost Control</b>	

<b>GCC 13.4</b>	The currency of the Employer's country is: <b>GHS</b>
<b>GCC 13.8</b>	<p>This Contract <b>[Insert "shall" or "shall not"]</b> be subject to price adjustment in accordance with GCC Clause 13.  [Price adjustment is mandatory for contracts for which the time completion exceeds eighteen (18) months]</p> <p>The coefficients for adjustment of prices are:</p> <p>(a) For currency of <b>[Insert currency]</b></p> <ol style="list-style-type: none"> <li>i. <b>[Insert percentage]</b> percent nonadjustable element (coefficient A).</li> <li>ii. <b>[Insert percentage]</b> percent adjustable element (coefficient B).</li> </ol> <p>(b) For <b>[Insert name of international currency]</b>:</p> <ol style="list-style-type: none"> <li>i. <b>[Insert percentage] percent</b> nonadjustable element (coefficient A).</li> <li>ii. <b>[Insert percentage] percent</b> adjustable element (coefficient B).</li> </ol> <p>The Index I for local currency shall be <b>[Insert index]</b></p> <p>The Index I for the specified international currency shall be <b>[Insert index]</b></p> <p>[These proxy indices shall be proposed by the Contractor, subject to acceptance by the Employer. The Ministry of Roads and Highways and Building and Roads Research Institute/Ghana Institution of Surveyors (BRRI/GhIS) are the legitimate and acceptable sources of indices.]</p>
<b>GCC 14.2</b>	Total Advance Payments shall be: <b>[insert amount(s) and currency]</b> and shall be paid to the Contractor no later than <b>[insert date(s)]</b>
<b>GCC 14.3</b>	The proportion of payments retained is: <b>[Insert percentage]</b> [The retention amount is usually to be kept close to 5 percent and shall in no case exceed 10 percent]
<b>E. Finishing the Contract</b>	
<b>GCC 4.1d</b>	The date by which "as built" Drawings are required is: <b>[insert date]</b>
<b>GCC 4.1d</b>	The date by which operating and maintenance manuals are required is: <b>[insert date]</b>
<b>GCC 8.7</b>	The maximum number of days is: <b>[insert number; consistent with GCC Clause 8.7 (Liquidated Damages)]</b>
<b>GCC 9.4</b>	The percentage to apply to the value of the work not completed, representing the Employer's additional cost for completing the Works, shall be: <b>[insert percentage]</b>
<b>GCC 10.1</b>	The Employer shall take over the site and the Works immediately after the Project Manager's issues a Certificate of Completion.

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# **SECTION XIV: Secondary Procurement Forms**

## **Secondary Procurement Forms**

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## Request for Quotation

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

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

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

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

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

**Attachments:**

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

Annex 2: Quotation Form

Annex 3: Call-off Contract for Works *[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 Works described in Annex 1: Procurement Entity/Lead Entity/Procurement Agent’s Requirements, attached to this RFQ.

**2. Price**

- a. Your Quotation must be submitted in the format contained in Annex 2: Supplier Quotation Form.
- b. Your Quotation, cannot be higher than the Base Price for the Works as established in the Framework Agreement: Price Schedules adjusted for any change in Laws and Regulations in accordance with FWA Specific Provisions. [*OR use the following text if the Base Price is subject to a price adjustment: Your Quotation cannot be higher the Base Price for the Works 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 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 according to the criteria and methodology described in the Framework Agreement: Secondary Procurement.

**8. Contract**

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

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

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

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

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

# RFQ ANNEX 1: Requirements

## Delivery/construction

							<b>Delivery/construction</b>

							<i>Delivery/construction</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: Contractor Quotation Form

<b>From:</b>	<i>[Insert Contractor's legal name]</i>
<b>Contractor's Representative:</b>	<i>[Insert name of Contractor'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 Representative]</i>
<b>Title/Position:</b>	<i>[Insert Representatives title or position]</i>
<b>Address:</b>	<i>[Insert Procurement Entity/Lead 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 execute the Works as per this Quotation and in conformity with the RFQ, Delivery/construction 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. 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:** \_\_\_\_\_

# 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 Works

<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>Works:</b>	<i>[short title for type of Works]</i>

<b>Procurement Entity:</b>	<b>Contractor:</b>
<i>[name of Procurement Entity]</i> <i>[address]</i>	<i>[name of Contractor]</i> <i>[address]</i>

WORKS				
Code	Product name	Quantity	Unit price	Total
<i>[insert code]</i>	<i>[description of Works]</i>	<i>[number]</i>	<i>[price]</i>	<i>[amount]</i>
Special instructions/comments:			<b>Total</b>	

--	--	--	--	--




**Contract Documents (GCC 2)**

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.

- (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

and by reference the following documents:

- (n) Framework Agreement,
- (o) Section VIII- Framework Agreement General Provisions,
- (p) Section IX- Framework Agreement Specific Provisions
- (q) Section V: Bill of Quantities *[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 XV: Call-off Contract General Provisions
- (s) *[List any other document]*

- 5) 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 execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.
- 6) The Procurement Entity/Lead Entity/Procurement Agent hereby covenants to pay the Supplier in consideration of the execution of the Works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

Signed: *[insert signature]*

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

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

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

For and on behalf of the Supplier

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

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

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

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

Attachment

4. Special Conditions of Call-off Contract
5. Supplier's Quotation (if applicable)
6. *[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 Works*] (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 Works to be executed 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]*, (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 Works to be performed thereunder or of any of the Contract documents which may be made between the Procurement Entity and the Supplier, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

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

Yours truly,

Signature and seal of the Bank

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[name of Bank]

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[address]

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[date]

List of Procurement Entities (if applicable)

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

The following entities are participating in this Framework Agreement.

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