



Republic of Ghana

Public Procurement Authority

**STANDARD TENDER DOCUMENT
FOR**

**FRAMEWORK AGREEMENT FOR GOODS
(Primary Procurement)**

PRICE QUOTATION

TRIAL EDITION

FEBRUARY 2022

Standard Tender Document for Framework Agreement for Goods - Price Quotation

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Introduction

This Standard Tender Document for Framework Agreement for Goods (Price Quotation) is to be used for establishing a Framework Agreement for the procurement of Goods using the Price Quotation method and procedure. The subsequent procurement of Goods is undertaken through the award of a Call-off Contract. The document is applicable to *Single User* and *Multiple Supplier* Framework Agreements. It has been developed through modifications to the Standard Tender Document for Framework Agreement for Goods (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 goods which are estimated to cost not more than one hundred thousand Ghana Cedis (**GHS 100,000.00**).

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

Chief Executive Officer
Public Procurement Authority
Accra, Ghana

<http://www.ppaghana.gov.gh>

Primary Procurement Procedures Framework Agreement for Goods (Price Quotation)

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Section I – Request for Quotations (RFQ) Framework Agreement for Goods

(Primary Procurement)

Procurement of:

[insert identification of the Goods]

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 (ies)]* intends to apply part of its/their budgetary allocation to fund eligible payments under Call-off Contracts that may be awarded under the *[Framework Agreement (FWA)]* concluded through this Invitation for Sealed Quotations Primary Procurement process.

BRIEF DESCRIPTION OF GOODS:

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 Goods required, including estimated quantities over the Term of the Framework Agreement, indicative location(s), indicative delivery 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 Goods 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 Supplier will be awarded a Call-off Contract, unless otherwise stated in the Instruction to Tenderers. Tendering will be conducted through the Price Quotation procedure specified in the Public Procurement Act, 2003 (Act 663) as amended.
7. Tenderers may submit Quotations for one or more [choose one of the following: “items” OR “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]*¹ on or before *[insert time and date]*. Electronic Tendering [*“will” OR “will not”*] be permitted. Late Quotations will be rejected. Quotations 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(es) referred to above is (are): *[insert detailed address(es)]*

[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]

¹ *Substitute the address for Tender submission if it is different from address for inquiry and issuance of Request for Quotations document.*

Section II - Instructions to Tenderers (ITT)

The headings of the sections in these instructions (ITT1-ITT43) are consistent with the headings of sections provided in the NCT version of the Framework Agreement tender document. The contents under the sections have been modified appropriately to suit the Price Quotation Method.

A. General	
ITT 1	Scope of Tender
1.1	<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>
1.2 (a)	<p><i>[delete if not applicable]</i></p> <p>Electronic –Procurement System</p> <p>The Procurement Entity shall use the following electronic-procurement system to manage this Procurement process:</p> <p><i>[insert name of the e-system and URL address or link]</i></p> <p>The electronic-procurement system shall be used to manage the following aspects of the Procurement process:</p> <p><i>[list aspects here and modify the relevant parts of the TDS accordingly e.g., issuing RFQ document, submissions of Quotations, opening of Quotations]</i></p>
ITT 2	Source of Funds
2.1	<p>The Entity intends to apply a portion of its Budgetary Allocations to eligible payments under Call-off Contracts to be awarded under the Framework Agreement(s) for which this Tender document is issued</p>
ITT 3	Corrupt and Fraudulent Practices

	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.
ITT 4	Eligible Tenderers
4.1	Tenderers shall comply with the following Eligibility requirements: <ul style="list-style-type: none"> • <i>Valid GRA Tax Clearance Certificate</i> • <i>Valid SSNIT Clearance Certificate</i> • <i>Valid VAT Registration Certificate (if applicable)</i> • <i>Valid Business Registration Certificate</i> • <i>Valid Certificate of Incorporation</i> • <i>Valid Certificate to Commence Business (if applicable)</i> • <i>Valid Registration Certificate from PPA</i>
4.5	A list of debarred firms and individuals is available at: http://www.ppaghana.gov.gh
ITT 5	Eligible Goods and Related Services
	All goods and related services to be supplied under the Call-off Contract awarded under a Framework Agreement shall have their origin in eligible source countries, and all expenditures made under the contract will be limited to such goods and services.
B. Contents of the RFQ Document	
ITT 6	Sections of Tender Document
	Part 1: Primary Procurement Procedures Part 2 : Secondary Procurement Procedures
ITT 7	Clarification of Tender Document
	A Tenderer requiring any clarification of the Tender document shall contact the Procurement Entity in writing at the Procurement Entity's address.
ITT 8	Amendment of Tender Document
	At any time prior to the deadline for submission of Quotations, the Procurement Entity may amend the Tender document by issuing addenda.

C. Preparation of Quotations	
ITT 9	Cost of Tendering
	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)
ITT 10	Language of Tender
10.1	The Tender, as well as all correspondence and documents relating to the Tender exchanged by the Tenderer and the Procurement Entity, shall be written in English .
D. Preparation of Quotations	
ITT 11	Documents comprising the Tender
11.1 (h)	The Tenderer shall submit the following additional documents in its Tender (a) Letter of Tender (b) Price Schedules
ITT 12	Letter of Tender and Price Schedules
12.1	Letter of Tender and Price Schedules shall be prepared using the relevant forms furnished in Section IV , Tender Forms
ITT 13	Alternative Quotations
	Alternative Quotations shall not be permitted in this Primary Procurement process
ITT 14	Tender Prices and Discounts
14.2	Prices quoted for a <u>lot</u> (contract) shall correspond to 100% percent of the items specified for the lot (contract) in the Price Schedules. Prices quoted for <u>each item</u> of a lot shall correspond to <i>one hundred</i> percent of the estimated quantities over the FWA period specified in the Price Schedules for the item.
ITT 15	Tender Prices and Discounts
15.1	The Tenderer is required to quote in Ghana Cedis.
ITT 16	Documents Establishing Eligibility and Conformity of Goods

	N/A
ITT 17	Documents Establishing Eligibility and Qualifications of Tenderer
17.2 (a)	Manufacturer’s authorization is <i>[insert “required.” or “not required.”]</i>
17.2 (b)	After sales service is <i>[insert “required.” or “not required.”]</i>
ITT 18	Period of Validity of Quotations
	The Tender validity period shall be <i>[insert the term of the Framework Agreement]</i> days.
ITT 19	Tender Securing Declaration
	N/A
ITT 20	Format and Signing of Tender
20.1	In addition to the original of the Tender, the number of copies to be delivered to the Procurement Entity is <i>[insert number (insert figure)]</i> copies.
20.3	The written confirmation of authorization to sign on behalf of the Tenderer shall consist of <i>[insert the name and description of the documentation required to demonstrate the authority of the signatory to sign the Tender on behalf of the Tenderer]</i> .
D. Submission and Opening of Quotations	
ITT 21	Sealing and Marking of Quotations
	The Tenderer shall deliver the Tender in a single, sealed envelope (one-envelope Tendering process) within the single envelope.
ITT 22	Deadline for Submission of Quotations
22.1	Quotations must be received by the Procurement Entity at the address and no later than <i>(Specify the date and time)</i> For Tender submission purpose only, the Procurement Entity’s address is: <i>[This address may be the same as or different from that specified under ITT 7.1 for clarifications]</i> Attention: <i>[insert full name of person, if applicable]</i>

	<p>Street Address: <i>[insert street address and number]</i></p> <p>Floor/ Room number: <i>[insert floor and room number, if applicable]</i></p> <p>City: <i>[insert name of city or town]</i></p> <p>Ghana Post GPS Code: <i>[insert Ghana Post (GPS) code, if applicable]</i></p> <p>Country: <i>[insert name of country]</i></p> <p>The deadline for Tender submission is:</p> <p>Date: <i>[insert month, day and year, e.g. June 15th,2020]</i></p> <p>Time: <i>[insert time, and identify if a.m. or p.m., e.g. 10:30 a.m.]</i></p> <p><i>[Note: The date and time should be the same as those provided in the 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 Quotations 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>
ITT 23	Late Quotations
23.1	The Procurement Entity shall not consider any Tender that arrives after the deadline for submission of Quotations, in accordance with ITT 22 . Any Tender 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.
ITT 24	Withdrawal, Substitution, and Modification of Quotations
	N/A
ITT 25	Tender Opening
25.1	<p>The Tender opening shall take place at:</p> <p>Street Address: <i>[insert street address and number]</i></p> <p>Floor/ Room number: <i>[insert floor and room number, if applicable]</i></p> <p>City: <i>[insert name of city or town]</i></p> <p>Country: <i>[insert name of country]</i></p> <p>Date: <i>[insert month, day and year, e.g. June 15th, 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</i></p>

	<p><i>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 electronic Tender opening procedures shall be: <i>[insert a description of the electronic Tender opening procedures that shall apply.]</i></p>
ITT 25.6	The Letter of Tender shall be numbered and initialed by <i>[insert number]</i> representatives of the Procurement Entity conducting Tender opening.
E. Evaluation and Comparison of Quotations	
ITT 26	Confidentiality
	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.
ITT 27	Clarification of Quotations
	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.
ITT 28	Deviations, Reservations and Omissions
	<p>During the evaluation of Quotations, the following definitions apply:</p> <ul style="list-style-type: none"> (a) “Deviation” is a departure from the requirements specified in the Tender document; (b) “Reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Tender document; and (c) “Omission” is the failure to submit part or all of the information or documentation required in the Tender document.
ITT 29	Determination of Responsiveness
	A substantially responsive Tender is one that meets the requirements of the Tender document without material deviation, reservation, or omission.

ITT 30	Nonconformities, Errors and Omissions
	Provided that a Tender is substantially responsive, the Procurement Entity may waive any nonconformities in the Tender.
ITT 31	Correction of Arithmetical Errors
31.1	<p>The Procurement Entity shall correct arithmetical errors on the following basis:</p> <ul style="list-style-type: none"> (a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Procurement Entity there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected; (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail, and the total shall be corrected; and (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.
ITT 32	Margin of Preference
	N/A
ITT 33	Evaluation of Quotations
33.3(a)	<p>Evaluation will be done for “Lots (contracts)”</p> <p>“Quotations will be evaluated lot by lot. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items. An item not listed in the Price Schedule shall be assumed to be not included in the Tender, and provided that the Tender is substantially responsive, the highest price of the item quoted by substantially responsive Tenderers will be added to the Tender price and the equivalent total cost of the Tender so determined will be used for price comparison.</p>
ITT 34	Comparison of Quotations
34.1	The Procurement Entity shall compare the evaluated costs of all substantially responsive Quotations established in accordance with ITT 33 to determine the ranking of Quotations based on the lowest evaluated cost.

ITT 35	Evaluation of Quotations
35.1	Before concluding a Framework Agreement(s), the Procurement Entity shall determine, to its satisfaction, whether the eligible Tenderer(s) with substantially responsive Tender(s) that are able to meet the Framework Agreement criteria, meet(s) the qualifying criteria specified in Section III , Evaluation and Qualification Criteria.
ITT 36	Procurement Entity’s Right to Accept Any Tender, and to Reject Any or All Quotations
36.1	The Procurement Entity reserves the right to accept or reject any Tender, and to annul the Tendering process and reject all Quotations at any time prior to the conclusion of a Framework Agreement(s), without thereby incurring any liability to Tenderers. In case of annulment, all Quotations submitted shall be promptly returned to the Tenderers
F. Conclusion of a Framework Agreement	
ITT 37	Framework Agreement Criteria
37.1	This is a Closed Framework Agreement, i.e., no new firm(s) may conclude Framework Agreement(s) during the Term of the Framework Agreement
37.2	The Procurement Entity shall specify in Section III Evaluation and Qualification Criteria, the criteria that will apply in the selection of Tenderer(s), with whom a Framework Agreement(s) may be concluded.
ITT 38	Notification to Conclude a Framework Agreement
38.1	The Procurement Entity shall transmit to the successful Tenderer(s) a Notification to Conclude a Framework Agreement, attaching the Framework Agreement for signature by the Tenderer.
ITT 39	Obligation to Procure
39.1	The conclusion of a Framework Agreement shall not impose any obligation on the Entity to procure any Goods under the Framework Agreement, unless the Scope of Deliverables is specified as <ul style="list-style-type: none"> (a) Full requirement over specified period, or (b) Stated Minimum quantities of at least 25% of the full requirement, over specified period.
ITT 40	Debriefing by the Procurement Entity
	N/A
ITT 41	Signing the Framework Agreement

41.1	The Tenderer shall sign, date and return the Framework Agreement within [<i>insert number of days (insert in figures)</i>] days of receipt of the same. <i>[Note: The normal time for signing is 28 days. However, with an FWA there is no Performance Security to be arranged at this stage, so the time for signing may be reduced.]</i>
ITT 42	Publication of the Conclusion of Framework Agreement Notice
	The Procurement Entity shall promptly issue notice of Agreement on the website of the Public Procurement Authority or as provided in Regulations
ITT 43	Procurement Related Complaint
43.1	The procedures for making a Procurement-related Complaint are as specified in the Public Procurement Act, 2003 (Act 663) 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 Quotations 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. Criteria to conclude a Framework Agreement

[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.
 - (ii) the Tenderers ranked first up to the maximum number of suppliers (y) specified.
- (c) If the number of Tenderers is less than the minimum (x) specified, the Procurement Entity may decide to invite new Tenders. Alternatively, the Procurement Entity may conclude the FWA with all those Tenderers where, an insufficient number of Tenders are received, or an insufficient number of Tenders meet the criteria for conclusion of Framework Agreements.
- (d) *[Insert any additional criteria e.g. criteria related to selection based on a spread of geographic locations.]*

Section IV - Tender Forms

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Letter of Tender

Primary Procurement - Framework Agreement Goods (PQ)

Framework Agreement - Goods

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

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

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 8**);
- (b) **Eligibility:** We meet the eligibility requirements and have no conflict of interest in accordance with **ITT 4**;
- (c) **Eligible Goods and Related Services:** If we conclude a Framework Agreement, the Goods and Related Services that we may supply under a Call-off Contract awarded under the Framework Agreement, shall be sourced from an eligible country in accordance with **ITT 5**. The Goods and Related Services shall be sourced from *[insert name of the country(ies)]*
- (d) **Tender Securing Declaration:** *[select OPTION 1 or 2 as applicable]*

OPTION 1

“We have neither been suspended nor declared ineligible by the Procurement Entity(ies) based on execution of a Tender-Securing Declaration in Ghana with **ITT 19** or

OPTION 2

“We have been suspended or declared ineligible by the following entities based on execution of a Tender-Securing Declaration or Proposal-Securing Declaration in the Procurement Entity’s Country in accordance with **ITT 19** *[insert name of entities]*”;

- (e) **Conformity:** We offer to supply, in conformity with the RFQ document and in accordance with **Section V**- Schedule of Requirements, the following Goods: *[insert a brief description of the Goods and Related Services]*;
- (f) **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]*”

- (g) **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*];
- (h) **Tender Validity Period:** Our Tender shall be valid for the period specified in **TDS 18.1** (as amended, if applicable) from the date fixed for the Tender submission deadline specified in **TDS 22.1** (as amended, if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (i) **Performance Security:** If our Tender is accepted and we conclude a Framework Agreement, we understand that we may be required, as a condition of a subsequent Call-off Contract, to obtain a performance security;
- (j) **One Tender per Tenderer:** We are not submitting any other Tender(s) as an individual Tenderer, and we are not participating in any other Tender(s) as a Joint Venture member, or as a subcontractor, and meet the requirements of **ITT 4.5**;
- (k) **Suspension and Debarment:** We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the PPA;
- (l) **State-Owned Enterprise or Institution:** [*select the appropriate option and delete the other*] [*We are not a state-owned enterprise or institution*] / [*We are a state-owned enterprise or institution but meet the requirements of ITT 4.2*];
- (m) **Not Bound to Procure:** We understand that there is no obligation on the Procurement Entity(ies) to procure any Goods, and/or Related Services from any FWA Supplier during the Term of the Framework Agreement.
- (n) **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 Goods 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.
- (o) **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.
- (p) **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 Goods (PQ)

[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. In case of JV, legal name of each member: <i>[insert legal name of each member in JV]</i>
3. Tenderer's actual or intended country of registration: <i>[insert actual or intended country of registration]</i>
4. Tenderer's year of registration: <i>[insert Tenderer's year of registration]</i>
5. Tenderer's Address in country of registration: <i>[insert Tenderer's legal address in country of registration]</i>
6. Tenderer's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone: <i>[insert Authorized Representative's telephone]</i> Email Address: <i>[insert Authorized Representative's email address]</i>

Price Schedule Forms

FWA- Price Schedule Summary

Date: _____ Package No: _____ Page N° _____ of _____						
1	2	3		4	5	6
Item No	Description of Goods	Indicative Quantity and physical unit		Tender Unit Price Supply portion	Tender Unit Price Related Services	Total Tender Unit Price (4+5)
		Minimum	Maximum			
<i>[insert Item No.]</i>	<i>[insert name of Good]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert unit price]</i>	<i>[insert unit price]</i>	<i>[insert total Tender unit price]</i>
		Name of Tenderer <i>[insert complete name of Tenderer]</i> Signature of Tenderer <i>[signature of person signing the Tender]</i> Date <i>[insert date]</i>				
<p><i>Note to the Procurement Entity:</i></p> <ul style="list-style-type: none"> • <i>Information for columns 1, 2, and 3 to be inserted by the Procurement Entity</i> • <i>If the items comprise of sub-items, insert the corresponding sub-item information and ensure that the range of quantities for sub-items is the same as the range of quantities for items otherwise evaluation becomes difficult. If there is a necessity to have different range of quantities, treat them as separate items.</i> • <i>Indicate multiple ranges for each item as applicable</i> • <i>If the final destinations are known at the time of issuance of the tender document for primary procurement process add a column requesting "price per line item for inland transportation and other Related Services required in the Procurement Entity's Country to convey the Goods to their final destination specified in TDS</i> 						

Manufacturer's Authorization

Date:

To: *[name of the Procurement Entity]*

WHEREAS *[name of the Manufacturer]* who are established and reputable manufacturers of *[name and/or description of the goods]* having factories at *[address of factory]*

I hereby authorize *[name and address of Agent]* to submit a Tender, and subsequently negotiate and sign the Contract with you against Package No. *[reference of the Invitation to Tender]* for the above goods manufactured by us.

We hereby extend our full guarantee and warranty as per Clause 15 of the General Conditions of Call-off Contract for the goods offered for supply by the above firm against this Request for Quotations.

[signature for and on behalf of Manufacturer]

Note: This letter of authority should be on the letterhead of the Manufacturer and should be signed by a person competent and having the power of attorney to bind the Manufacturer. It should be included by the Tenderer in its Tender.

Section V - Schedule of Requirements and Related Services

Notes for Preparing the Estimate Schedule of Requirements

The Estimate Schedule of Requirements shall be included in the RFQ document by the Procurement Entity, and shall cover, at a minimum, a description of the Goods and Related Services, indicative quantities that may be supplied under a Framework Agreement/s, Delivery Periods named place/s of destination, final place/s of destination (if known) and estimated requirements for Related Services, if any.

Estimated Schedule of Requirements- Supply of Goods

Line Item N°	Description of Goods	Physical unit	Indicative Quantity per Specified Period [e.g. Year/Quarter etc.] <i>[if applicable]</i>			Indicative total Quantity required over the term of the FWA	Delivery Period** as per Incoterms	Named Place/s of Destination	Final Place/s of Destination (Project Site) <i>[if known]</i>
			Period 1	Period 2	Period 3				

* If the primary procurement is packages in Lots, group items under the respective Lots
 ** “Delivery Period” is the specified period from the date of formation of a Call-off contract for delivery of the Goods as per the applicable Incoterms.

Section VI - Technical Specifications

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

- *The TS constitute the benchmarks against which the Procurement Entity will verify the technical responsiveness of Quotations and subsequently evaluate the Quotations. Therefore, well-defined TS will facilitate preparation of responsive Quotations by Tenderers, as well as examination, evaluation, and comparison of the Quotations by the Procurement Entity.*
- *The TS shall require that all Goods and materials to be incorporated in the Goods be new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided for otherwise in the contract.*
- *The TS shall make use of best practices. Samples of specifications from successful similar procurements in the same country or sector may provide a sound basis for drafting the TS.*
- *Standardizing technical specifications may be advantageous, depending on the complexity of the Goods and the repetitiveness of the type of procurement. Technical Specifications should be broad enough to avoid restrictions on workmanship, materials, and equipment commonly used in manufacturing similar kinds of Goods.*
- *Standards for equipment, materials, and workmanship specified in the RFQ document shall not be restrictive. Recognized international standards should be specified as much as possible. Reference to brand names, catalogue numbers, or other details that limit any materials or items to a specific manufacturer should be avoided as far as possible. Where unavoidable, such item description should always be followed by the words “or substantially equivalent.”*
- *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 for the production and manufacturing of the Goods.*
 - (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. To encourage Tenderers’ innovation in addressing sustainable procurement requirements, as long as the Tender evaluation criteria specify the mechanism for monetary adjustments for the purpose of Tender comparisons, Tenderers may be invited to offer Goods that exceeds the specified minimum sustainable procurement requirements.*
 - (c) *Detailed tests required (type and number).*
 - (d) *Other additional work and/or Related Services required to achieve full delivery/completion.*

- (e) *Detailed activities to be performed by the Supplier, and any relevant activities by the Procurement Entity.*
- (f) *List of detailed functional guarantees covered by the Warranty and the specification of the liquidated damages to be applied in the event that such guarantees are not met.*

[The TS shall specify all essential technical and performance characteristics and requirements, including guaranteed or acceptable maximum or minimum values, as appropriate. Whenever necessary, the Procurement Entity shall include an additional ad-hoc Tender form (to be an Attachment to the Letter of Tender), where the Tenderer shall provide detailed information on such technical performance characteristics in respect to the corresponding acceptable or guaranteed values.]

[When the Procurement Entity requests that the Tenderer provides in its Tender a part or all of the Technical Specifications, technical schedules, or other technical information, the Procurement Entity shall specify in detail the nature and extent of the required information and the manner in which it has to be presented by the Tenderer in its Tender.]

[If a summary of the Technical Specifications (TS) has to be provided, the Procurement Entity shall insert information in the table below. The Tenderer shall prepare a similar table to justify compliance with the requirements]

Summary of Technical Specifications. *The Goods and Related Services shall comply with following Technical Specifications and Standards:*

Item No	Name of Goods or Related Service	Technical Specifications and Standards
<i>[insert item No]</i>	<i>[insert name]</i>	<i>[insert TS and Standards]</i>

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

[Insert detailed description of TS]

Inspections and Tests

The following inspections and tests shall be performed: *[insert list of inspections and tests]*

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 supply of *[insert short title for Goods]* 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 supply of [*insert brief description of Goods and services*]

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

between

Single User Framework Agreement

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

and

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

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 Supplier to supply the specified Goods to the Procurement Entity during the Term of the Framework Agreement, as and when the Procurement Entity 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.

“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 Supplier:

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

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

[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.]

1 Definitions	N/A
2 Framework Agreement Documents	<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"> a) Framework Agreement, including all Sections, b) Notice of Conclusion of a Framework Agreement, and c) Letter of Tender (from Primary Procurement process)
3 Supplier's obligations	<p>3.1 The Supplier shall offer to supply (standing offer) to the Procurement Entity, the Goods, including any Related Services if applicable, described in the Framework Agreement: Schedule of Requirements, 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 Supplier shall continue to be eligible and qualified, and the Goods shall continue to be eligible, as per the qualification and eligibility criteria stipulated in the Primary Procurement process and the provisions of sub-paragraphs 3a. to 3c. below The Supplier 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 Supplier undertakes to supply the Goods under a Call-off Contract. The Goods supplied shall be:</p> <ul style="list-style-type: none"> (a) of the quality, type and as otherwise specified in the Framework Agreement, Section V: Schedule of Requirements, (b) at the Contract Price specified in the Call-off Contract, and (c) in such quantities, at such times and to such locations as specified in the Call-off Contract. <p>3.4 If at any point during Term of the Framework Agreement should technological advances be introduced by the Supplier for the Goods originally offered by the Supplier in its Tender and still to be</p>

	<p>delivered, the Supplier shall offer to the Procurement Entity of the Call-off Contracts the latest versions of the available Goods having equal or better performance or functionality at no additional cost to the Procurement Entity.</p> <p>3.5 The Supplier agrees that the Call-off Contract General Conditions of Contract set out in the Framework Agreement, and Call-off Contract Special Conditions of Contract set out in a Call-off Contract, shall apply to the supply of Goods.</p>
<p>4 Continued Qualification and Eligibility</p>	<p>4.1 The Procurement Entity may require, during the Term of the Framework Agreement, evidence of the Supplier's continued qualification and eligibility, and the Goods continued eligibility. Failure to provide such evidence, as requested, may result in the Supplier being disqualified from participating in a Secondary Procurement process, and/or being awarded a Call-off Contract, and/or the termination of the Framework Agreement.</p> <p>4.2 Supplier's Eligibility requirements are as follows:</p> <ul style="list-style-type: none"> a) Valid GRA Tax Clearance Certificate b) Valid SSNIT Clearance Certificate c) Valid VAT Registration Certificate (if applicable) d) Valid Business Registration Certificate e) Valid Certificate of Incorporation f) Valid Certificate to Commence Business (if applicable) g) Valid Registration Certificate from PPA
<p>5 Term</p>	<p>5.1 This Framework Agreement shall commence on the Commencement Date and, unless terminated earlier in accordance with the provisions of this Framework Agreement, or the general law, shall continue until (<i>specify the end of the term</i>)</p>
<p>6 Representative</p>	<p>6.1 The representatives for each party, who shall be the primary point of contact for the other party in relation to matters arising from this Framework Agreement, are as follows:</p> <p><u>Procurement Entity's Representatives</u></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: Mobile: E-mail:</p> <p><u>Supplier's Representatives</u></p> <p>The name and contact details of the Supplier's Representative, for the purposes of this Framework Agreement, and the address for notices in relation to this Framework Agreement are:</p> <p>Name: Title/position: Address: Phone: Mobile: 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>
7 Role of Lead Procurement Entity or Procurement Agent	N/A.
8 Contract Price	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
9 Performance Security	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.
10 Language	10.1 This Framework Agreement, and any Call-off Contract, as well as all correspondence and documents relating to this Framework Agreement, and any Call-off Contract, exchanged by the Procurement Entity and Supplier, shall be written in English

11 Notices	11.1 Any notice given by one party to the other pursuant to this Framework Agreement shall be In Writing to the Authorized Representative specified in the clause 6 . A notice shall be effective when delivered, or on the notice’s effective date, whichever is later.
12 Fraud and Corruption	<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"> a. “corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and b. “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract, and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the benefits of free and open competition; <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>
13 Confidential Information	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.
14 Governing Law	14.1 This Framework Agreement, and any Call-off Contract, shall be governed by, and interpreted in accordance with, the laws of Ghana ,
15 Change to the Framework Agreement	15.1 Any change to this Framework Agreement, including an extension of the Term, must be In Writing and signed by both Parties. A change can be made at any time after this Framework Agreement has been signed by both Parties, and before it expires.

<p>16 Termination of the Framework Agreement</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 Supplier, if:</p> <ul style="list-style-type: none"> (a) in the judgement of the Procurement Entity, the Supplier has engaged in Fraud and Corruption, or (b) during the Term of the Framework Agreement, the Supplier ceases to be qualified or eligible. or (c) the Supplier 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 (d) the Supplier becomes bankrupt or otherwise insolvent. <p>16.2 The Procurement Entity may terminate this Framework Agreement, in whole or in part, by notice In Writing sent to the Supplier, 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 supplier under the Framework Agreement is terminated, and the date upon which such termination becomes effective.</p>
<p>17 Consequence of expiry or termination</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>18 Dispute resolution in relation to this Framework Agreement</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>19 Dispute resolution in relation to Call-off Contracts</p>	<p>19.1 The Procurement Entity and the Supplier for a Call-off Contract shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.</p>

Section IX: Secondary Procurement Methods

1. Secondary Procurement Method(s)

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

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

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

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

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

The RFQ will include:

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

- (k) request to Suppliers to demonstrate that they continue to be eligible and qualified to supply the Goods
- (l) *any other relevant information.*

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

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

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

The Procurement Entity/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.

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

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

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

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

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

The Procurement Entity/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.

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

Section X: Formation of Call-off Contract

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 the supply of Goods

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

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

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

Contract Documents

- 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) Conditions of Call-off Contract
- and by reference the following documents:
- (e) Framework Agreement,
 - (f) Section VIII- Framework Agreement Provisions,
 - (g) Section V: Schedule of Requirements [insert relevant items from section V as applicable to the Call-off contract such as technical specifications, any drawings, and inspection and tests]
 - (h) Section XIII: Conditions of Call-off Contract
 - (i) [List any other document]

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

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

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

For and on behalf of the Procurement Entity

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

For and on behalf of the Supplier

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

Attachment

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

Section XI: Communication and Award of Call-off Contract

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

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

- a. Direct Selection to all FWA Suppliers for the items included in the Call-off Contract.
- b. selection based on competitive quotations (through mini-competition) to all Suppliers 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 quantity/volume of Goods being procured
- e. the contract price
- f. a statement of the reason(s) the recipient Supplier was unsuccessful.

Section XII: Complaint About Award of Call-off Contract

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

Section XIII: Conditions of Call-off Contract

1. Definitions	1.1	<p>a. The Procurement Entity is: <i>[Name and Address of Procurement Entity]</i></p> <p>b. The Supplier is:..... <i>[Name and Address of Supplier]</i></p> <p>c. The Delivery site is: <i>[Insert name and address of delivery site if applicable]</i></p>
2. Application	2.1	
3. Country of Origin		N/A
4. Standards	4.1	The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin, such standards shall be the latest issued by the concerned institution.
5. Use of Contract Documents and Information		N/A
6. Patent Rights		
7. Performance Security		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 Conditions of Contract.
8. Inspections and Tests	8.1	The Procurement Entity or its Representative shall, at no extra cost, have the right to inspect and/or to test the goods to confirm their conformity to the Contract. The Conditions of Contract and/or the Technical Specifications shall specify what inspections and tests the Procurement Entity requires and where they are to be conducted. The Procurement Entity shall notify the Supplier in writing of the identity of any representatives retained for these purposes within 21 days after award of the Contract.
	8.3	Should any inspected or tested Goods fail to conform to the Specifications, the Procurement Entity may reject the Goods, and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Procurement Entity.
	8.6	A Certificate of Acceptance shall be issued by the Procurement Entity after necessary inspection and tests of the Goods supplied.
9. Packing		N/A
10. Delivery and Transfer of Risk		
11. Insurance		N/A
12. Transportation		N/A
13. Incidental Services		
14. Spare Parts		
15. Warranty	15.1	The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods

		supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or materials is required by the Procurement Entity's specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.
	15.2	The warranty shall remain valid for (12) months after the goods, or any portion thereof as the case may be, have been delivered to the final destination indicated in the Contract and installed and commissioned to the satisfaction of the Procurement Entity.
	15.3	The Procurement Entity shall promptly notify the Supplier in writing of any claims arising under this warranty.
	15.4	Upon receipt of such notice, the Supplier shall, within the fourteen (14) days period and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the Procurement Entity.
	15.5	If the Supplier, having been notified, fails to take remedial action within forty-two (42) days from date of receipt of notice, the Procurement Entity may proceed to take such action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procurement Entity may have against the Supplier under the Contract.
16. Payment	16.1	Payment for Goods and Services supplied shall be made in Ghanaian Cedis, as follows; <ul style="list-style-type: none"> ii. On Delivery: Eighty (80) percent of the Contract Price shall be paid on receipt of the Goods iii. On Acceptance: The remaining twenty (20) percent of the Contract Price shall be paid to the Contractor within twenty-eight (28) after the date of the acceptance certificate for the respective delivery issued by the Procurement Entity
	16.2	The Supplier's request(s) for payment shall be made to the Procurement Entity in writing, accompanied by an invoice describing, as appropriate, the Goods delivered, and Services performed
17. Prices		N/A
18. Change Orders		N/A

19. Contract Amendments		N/A
20. Assignment	20.1	The Supplier shall not assign, in whole or in part, its obligations to perform under the Contract, except with the Procurement Entity's prior written consent.
21. Subcontracts		N.A
22. Delays in the Supplier's Performance		Delivery of the goods and performance of services shall be made by the Supplier in accordance with the time schedule specified by the Procurement Entity in the Schedule of Requirements.

23. Liquidated Damages		N/A
24. Termination for Default	24.1	The Procurement Entity may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, terminate the Contract in whole or in part: <ul style="list-style-type: none"> a. if the Supplier fails to deliver any or all of the goods within the time period(s) specified in the Contract b. if the Supplier fails to perform any other obligation(s) under the Contract.
25. Force Majeure		N/A
26. Termination for Insolvency	26.1	N/A.
27. Termination for Convenience	27.1	The Procurement Entity, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Procurement Entity's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
28. Resolution of Disputes	28.1	The Procurement Entity and the Supplier 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.
29. Governing Language	29.1	The Contract shall be written in English
30. Applicable Law	30.1	The Contract shall be interpreted in accordance with the laws of Ghana.
31. Notices		n/a
32. Taxes and Duties	32.1	A Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the final destination.

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]

Section XIV: Secondary Procurement Forms

Request for Quotation

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

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

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

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

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

Attachments:

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

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

1. Request for Quotation (RFQ)

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

2. Price

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

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

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

4. Clarifications

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

5. Submission of Quotations

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

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

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

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

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

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

Country: [*insert name of country*]

6. Opening of Quotations

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

7. Evaluation of Quotations

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

8. Contract

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

On behalf of the Procurement Entity:

Signature: _____

Name: _____

Title/position: _____

RFQ ANNEX 1: Requirements

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

List of Goods and Delivery Period

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

List of Related Services and Completion Schedule

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

Technical Specifications, Drawings, Inspections and Tests

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

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

RFQ ANNEX 2: Supplier Quotation Form

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

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

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

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

Dear *[insert name of Procurement Entity Representative]*

SUBMISSION OF QUOTATION

1. Conformity and no reservations

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

2. Eligibility and conflict of interest

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

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

3. Tender Price

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

4. Unconditional Discounts

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

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

5. Quotation Validity Period

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

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

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

7. Commissions, gratuities, fees

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

Name of Recipient	Address	Reason	Amount

8. Not Bound to Accept

We understand that you reserve the right to:

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

9. Fraud and Corruption

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

On behalf of the Supplier:

Signature: _____

Name: _____

Title/position: _____

Telephone: _____

Email: _____

Sample Letter of Award of Call-off Contract

[modify as appropriate]

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

[date]

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

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

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

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

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

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

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Entity: _____

Attachment: Call-off Contract

Call-off Contract for the supply of Goods

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

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

GOODS				
Code	Product name	Quantity	Unit price	Total
<i>[insert code]</i>	<i>[description of Goods]</i>	<i>[number]</i>	<i>[price]</i>	<i>[amount]</i>
Special instructions/comments:		Total		
Required Delivery period as per INCOTERMS <i>[See Delivery Periods in the FWA]</i>		<i>[insert period]</i> as per applicable INCOTERMS		

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

Contract Documents
<p>4) The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other contract documents.</p> <ul style="list-style-type: none"> (j) Letter of Award of Call-off Contract (k) Supplier's Quotation (if applicable) (l) Addenda No. ____ (if any) (m) Special Conditions of Call-off Contract <p>and by reference the following documents:</p> <ul style="list-style-type: none"> (n) Framework Agreement, (o) Section VIII- Framework Agreement General Provisions, (p) Section IX- Framework Agreement Specific Provisions (q) Section V: Schedule of Requirements [insert relevant items from section V as applicable to the Call-off contract such as technical specifications, any drawings, and inspection and tests] (r) Section XIII: Call-off Contract General Provisions (s) [List any other document]

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

For and on behalf of the Procurement Entity/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]*