



REPUBLIC OF GHANA

## TENDER DOCUMENTS

### PROCUREMENT OF GOODS PRICE QUOTATIONS

**Public Procurement Board**

**Accra, Ghana**

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## Introduction and Instructions

This Tender Document, Procurement of Goods – Price Quotation, has been prepared by the Public Procurement Board for use by Procurement Entities in accordance with the Public Procurement Act, 2003 (Act 663) of the Republic of Ghana when procuring goods which are estimated to cost not more than **GHC 200 million**<sup>1</sup>.

This Standard Form has been developed based on relevant experience in this field.

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<sup>1</sup> Or the equivalent threshold level as revised in accordance with the Public Procurement Act, 2003 (Act 663) of the Republic of Ghana.

## Section I. Invitation for Sealed Quotation

Name of Procurement Entity: .....

Address of Procurement Entity: .....

.....

.....

Sealed Quotation No:.....

Date of Invitation: .....

1. The *[Name of Purchaser]* invites sealed quotations from the eligible registered Supplier for the supply, delivery and installation of

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*[brief description of the goods and related services].*

4. Sealed quotations must be delivered to the above office on or before *[time]* on *[date]*

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

6. Add other information required by the Purchaser.

## **Section II. Conditions of Contract**

- |                                   |  |
|-----------------------------------|--|
| <b>1. Definitions</b>             | <p>1.1 In this contract, the following terms shall be interpreted as indicated:</p> <ul style="list-style-type: none"> <li>a. "The Contract" means the agreement entered into between the Purchaser and the Supplier, as recorded in the Contract Form Signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;</li> <li>b. "The Contract Price" means the price payable to the Supplier under the contract for the full and proper performance of its contractual obligation;</li> <li>c. "The Goods" means Equipment and related Accessories and spare-parts which the Supplier is required to supply to the Purchaser under the contract;</li> <li>d. "Services" means services ancillary to the supply of the goods such as transportation and insurance including the installation, commissioning and the operational and maintenance training of the supplied equipment.</li> <li>e. "The Purchaser" means the organization purchasing the goods;</li> <li>f. "The Supplier" means the organization supplying the goods and services under this contract.</li> </ul> |
| <b>2. Technical Specification</b> | <p>2.1 The goods supplied under this contract shall conform to the standards mentioned in the Technical Specification.</p>   |
| <b>3. Patent Right</b>            | <p>3.1 The Supplier shall indemnify the Purchaser against all third party claims of infringement of patent, trademark or industrial design rights arising from use of goods or any part thereof in the Purchaser's country.</p>  |
| <b>4. Inspection and Tests</b>    | <p>4.1 The Purchaser or its Representative shall have the right to inspect and/or test the goods to confirm their conformity to the Technical Specification and the quality of performance after the supply and delivery of good to Purchaser's premises.</p>  |
| <b>5. Packing</b>                 | <p>5.1 The Supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during</p>   |

transit to their final destination as indicated in the contract.

- 5.2 The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage.
- 5.3 Packing case, size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 5.4 The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided in accordance with international standard and practice.

## **6. Delivery of Goods**

- 6.1 Delivery of the goods shall be made by the Supplier in accordance with the terms specified by the Purchaser in its schedule of requirements.
- 6.2 For purposes of the contract "FOB", "C&F", "CIF", "CIP" and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of the International Rules for the Interpretation of the Trade Terms (INCOTERMS) published by the International Chamber of Commerce (ICC), Paris.

## **7. Insurance**

- 7.1 The goods supplied under the contract shall be fully insured in the currency of the bid price against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified.
- 7.2 Where delivery of the goods is required by the Purchaser on a CIF or CIP basis to a specified destination, the Supplier shall arrange and pay for insurance, naming the Purchaser as the Beneficiary and the Supplier shall be required to meet all transport and storage expenses until delivery.

## **8. Warranty**

- 8.1 The Supplier warrants that all the goods supplied under the contract shall fully comply with the specification laid down in the contract.
- 8.2 The warranty shall remain valid for one year after the goods have been delivered to the final destination indicated in the

contract, and accepted by the Purchaser after installation and commissioning of equipment by the Supplier.

- 8.3 The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.
- 8.4 Upon receipt of such notice, the Supplier shall, within 30 days replace the defective goods without cost to the Purchaser. The Supplier will be required to remove, at its own risk and cost, the defective goods.

## **9. Payment**

- 9.1 Payment shall be made in the currency in which the contract price has been stated in the Supplier's tender.
- 9.2 Payment of the goods supplied from within Ghana shall be made in Ghanaian Cedis after the delivery and installation and commissioning of goods to the satisfaction of the Purchaser.
- 9.3 Payment of the goods to be supplied from abroad shall be made in the following manner:
  - a. On shipment: Eighty (80) percent of the contract price of the Goods shipped shall be paid through irrevocable confirmed letter of credit opened in favour of the Supplier in a bank in its country, upon submission of documents.
  - b. On acceptance: Twenty (20) percent of the contract price of goods received shall be paid within thirty (30) days of receipt of the goods upon submission of claim supported by the acceptance certificate issued by the Purchaser.

Or

- c. Full payment on satisfactory delivery and acceptance of goods.

## **10. Prices**

- 10.1 Prices charged by the Supplier for goods delivered under the contract shall not vary from the prices quoted by the Supplier in its sealed quotation.

## **11. Liquidated Damages**

- 11.1 If the Supplier fails to deliver any or all of the goods within the time period specified in the contract, the Purchaser shall, without prejudice to its other remedies under the contract,

deduct from the contract price, as liquidated damages, a sum equivalent to 1.0 percent of the contract price of delayed goods for each week of delay until actual delivery, up to a maximum deduction of 10 percent of the delayed goods' contract price. Once the maximum is reached, the Purchaser may consider termination of the contract.

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|---|------|--|
| <b>12. Resolution of Disputes</b>                         | 12.1 | The Purchaser and 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.   |
|   | 12.2 | If, after thirty (30) days from the commencement of such informal negotiation, the Purchaser and Supplier have been unable to resolve amicably a contract dispute, it shall be referred by either party to an adjudicator agreed by the parties. In the event of disagreement the adjudicator shall be appointed in accordance with the Laws and Rules of Ghana. |
| <b>13. Governing Language</b>                             | 13.1 | The Governing Language shall be English  |
| <b>14. Applicable Law</b>                                 | 14.1 | The applicable law shall be the Laws of Ghana.   |
| <b>15. Notices</b>  | 15.1 | Purchaser's address for notice purposes:<br>_____<br>_____   |
|   | 15.2 | Supplier's address for notice purposes:<br>_____<br>_____  |
| <b>16. Taxes and Duties</b>                               | 16.1 | The Supplier shall be entirely responsible for all taxes, duties, licence fees and other such levies imposed by the Government of Ghana.   |
| <b>17. Operation, Maintenance and Spare-parts Manuals</b> | 17.1 | The successful Supplier shall supply 2 copies of manufacturer's operation, maintenance and spare-part manuals of the goods (Equipment).  |

### Section III. Form of Contract

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ between *[name of Purchaser]* (hereinafter called “the Purchaser”) of the one part and *[name of Supplier]* of *[city and country of Supplier]* (hereinafter called “the Supplier”) of the other part:

WHEREAS the Purchaser invited bids for certain goods and ancillary services, viz.,

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*[brief description of goods and services]*

and has accepted a tender by the Supplier for the supply of those goods and services in the sum of *[contract price in words and figures]* (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - a. Tender Form and the Price Schedule submitted by the Supplier;
  - b. The Schedule of Requirements;
  - c. The Technical Specifications;
  - d. The Conditions of Contract; and
  - e. The Purchaser’s Notification of Award.
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser 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.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

On behalf of the Purchaser

On behalf of the Supplier

Name:

Name:

Designation:

Designation:

Sign:

Sign:

Seal:

Seal:

## Section IV. Sample Forms

### 1. Tender and Price Schedules

Date:

To: *[name and address of Purchaser]*

Gentlemen and/or Ladies:

Having examined the tender documents, we the undersigned, offer to supply and deliver

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*[description of goods and services]*

in conformity with the said tender documents for the sum of \_\_\_\_\_,  
 \_\_\_\_\_ *[total tender amount in words and figures]* or such other sums as may  
 be ascertained in accordance with the Schedule of Prices attached herewith and made part  
 of this Tender.

We undertake, if our Tender is accepted, to deliver the goods in accordance with the  
 delivery schedule specified in the Schedule of Requirements.

If our Tender is accepted, we will obtain the guarantee of a bank in a sum equivalent to  
 \_\_\_\_\_ percent of the Contract Price for the due performance of the Contract, in the form  
 prescribed by the Purchaser.

We agree to abide by this Tender for a Period of \_\_\_\_\_ *[number]* days from the date  
 fixed for Tender opening it shall remain binding upon us and may be accepted at any time  
 before the expiration of that period.

Until a formal Contract is prepared and executed, this Tender, together with your written  
 acceptance thereof and your notification of award, shall constitute a binding Contract  
 between us.

We understand that you are not bound to accept the lowest or any tender you may  
 receive.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

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*[signature]*

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*[in the capacity of]*

Duly authorized to sign Tender for and on behalf of \_\_\_\_\_

## Price Schedule for Goods Offered from Abroad

Name of Supplier \_\_\_\_\_ Page \_\_\_\_\_ of \_\_\_\_\_

1	2	3	4	5	6	7	8
Item	Description	Country of origin	Quantity	Unit price FOB port or place of loading (specify port or place)	Unit price CIF port of entry (specify port) or CIP named place (specify order point or place of destination)	Total CIF or CIP price per item (col. 4 x 6)	Unit price of inland delivery to final destination and unit price of other incidental services

Total CIP (place of destination) Price .....(in words)

Signature of Tenderer \_\_\_\_\_

Note: In case of discrepancy between unit price and total, the unit price shall prevail.

## Price Schedule for Domestic Goods Offered from within Ghana

Name of Supplier \_\_\_\_\_ Page \_\_\_\_\_ of \_\_\_\_\_

1	2	3	4	5	6	7	8	9
Item	Description	Country of origin	Quantity	Unit price EXW per item	Cost of local labour, raw material and component	Total price per item (col. 4 x 5)	Unit price per item final destination and unit price of other incidental services	VAT and other taxes payable if Contract is awarded

Total Price to final destination .....(in words)

Signature of Tenderer \_\_\_\_\_

Note: In case of discrepancy between unit price and total, the unit price shall prevail.

## Section V. Schedule of Requirements

The delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is the date of delivery (i) at EXW premises, or (ii) to the carrier at the port of shipment when the contract is placed on FOB or CIF terms, or (iii) to the first carrier when the contract is placed on FCA or CIP terms. In order to determine the correct date of delivery hereafter specified, the Purchaser has taken into account the additional time that will be needed for international or national transit to the Project Site or to another common place.<sup>2</sup>

<b>Number</b>	<b>Description</b>	<b>Quantity</b>	<b>Delivery schedule (shipment) In weeks/months from _____</b> <sup>3</sup>
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<sup>2</sup> The delivery may be specified for a single shipment, or for several partial shipments, for a specific date, or range of acceptable delivery periods.

<sup>3</sup> The Purchaser must specify here the date from which the delivery schedule will start. That date should be either the date of contract award, or the date of contract signature, or the date of opening of Letter of Credit, or the date of confirmation of the Letter of Credit, as appropriate. The Tender Form should include only a cross-reference to this Schedule.

## **Section VI. Technical Specifications**

*[Text of Technical Specifications to be inserted in the tender documents by the Purchaser, as applicable.]*