



**KYEBI GOVERNMENT HOSPITAL**

**TENDER DOCUMENT**

**REQUEST FOR QUOTATION (RFQ)**

**PROCUREMENT OF ESSENTIAL MEDICINES  
(ANTI - CONVULSANTS)**

**ER/KGH/RFQ/PD/2025/02**

**NOVEMBER 2025 TO APRIL 2026**

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## **Introduction and Instructions**

This Tender Document, Procurement of Goods – Price Quotation, has been prepared by the Public Procurement Authority for use by Procurement Entities in accordance with the Public Procurement Act, 2003 (Act 663) and the Amendment Act 2016, Act 914 of the Republic of Ghana when procuring goods which are estimated to cost not more than **GH¢ 100,000.00**<sup>1</sup>.

<sup>1</sup> Or the equivalent threshold level as revised in accordance with the Public Procurement Act, 2003 (Act 663) and the Amendment Act, 2016 (Act 914) of the Republic of Ghana.

# SECTION I. INVITATION FOR SEALED QUOTATION

Name of Procurement Entity: **KYEBI GOVERNMENT HOSPITAL**

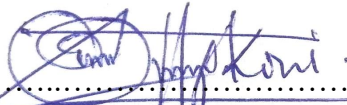
Address of Procurement Entity: **P. O. BOX 8,  
KYEBI, E/R**

Contact: **0202698559 / 0558261946**

E-mail: **kghospital33@gmail.com**

Date of Invitation: **18<sup>th</sup> September, 2025**

1. The Kyebi Government Hospital invites sealed quotations from eligible registered Supplier for the supply and delivery of **Essential Medicines – Anti - Convulsants** (find attached appendix I).
2. Quotations / submissions should be attached with the **bid form** on your company's recognized **letter head or invoice**.
3. The request is for **six (6) months (November 2025 to April, 2026)**. However, **prices shall be fixed** and delivery shall be installments as may be required or demanded by the entity per the non-availability certificate from the Regional Medical Store; which is our first point of call.
4. Eligible registered suppliers with the Hospital can obtain a complete set of tender documents from **Thursday 18<sup>th</sup> September, 2025** onwards from the **Ghana Electronic Procurement System (GHANEPS)** at the cost of **Gh¢50.00** through the GOG gateway.
5. Your sealed quotations should be submitted through the **GHANEPS** on or before **12:00 noon on Thursday 2<sup>nd</sup> October, 2025**.
6. All sealed quotations will be opened online on **Thursday 2<sup>nd</sup> October, 2025 at 12:30 pm**.



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**DR. ISAAC ADU-POKU ANTWI**  
(Chairman, Entity Tender Committee)

## SECTION II. CONDITIONS OF CONTRACT

### 1. Definitions

- 1.1 In this contract, the following terms shall be interpreted as indicated:
- 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;
  - b. "**The Contract Price**" means the price payable to the Supplier under the contract for the full and proper performance of its contractual obligation;
  - c. "**The Goods**" means Equipment, item and related Accessories and spare-parts which the Supplier is required to supply to the Purchaser under the contract;
  - d. "**Services**" means services ancillary to the supply of the goods such as transportation and insurance including the installation, commissioning, after sales service and the operational, and maintenance training of the supplied equipment.
  - e. "The Purchaser" means the organization purchasing the goods;
  - f. "The Supplier" means the organization supplying the goods and services under this contract.

### 2. Technical Specification

2.1 The goods supplied under this contract shall conform to the standards mentioned in the Technical Specification.

### 3. Patent Right

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.

### 4. Inspection and Tests

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.

### 5. Packing

5.1 The Supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during 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 at least 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: Full payment of good shall be on satisfactory delivery and acceptance of goods upon submission of claim supported by the acceptance certificate issued by the Purchaser.

## **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.

## **12. Resolution of Disputes**

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.

## **13. Governing Language**

13.1 The Governing Language shall be English

**14. Applicable Law** 14.1 The applicable law shall be the Laws of Ghana.

**15. Notices** 15.1 Purchaser's address for notice purposes:  
**KYEBI GOVERNMENT HOSPITAL**  
**P. O. BOX 8**  
**KYEBI, E/R.**

15.2 Supplier's address for notice purposes:

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15.3 Supplier's shall indicate the **IFT number** and **DO NOT OPEN UNTIL** such date and time stipulated in the tender document boldly on the sealed envelope.

**16. Taxes and Duties** 16.1 The Supplier shall be entirely responsible for all taxes, duties, license fees and other such levies imposed by the Government of Ghana.

**17. Operation, Maintenance and Spare-parts Manuals** 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

Name:

Designation:

Sign:

Seal:

On behalf of the Supplier

Name:

Designation:

Sign:

Seal:

# SECTION IV. SAMPLE FORMS AND PRICE SCHEDULE

## 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

\_\_\_\_\_

*[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\_\_\_\_\_.

\_\_\_\_\_  
*[signature]*

\_\_\_\_\_  
*[in the capacity of]*

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

## Price Schedule for Domestic Goods Offered from within Ghana

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

1	2	3	4	5	6
LOT	Description	Country of origin	Unit price (DDP)KGH	Expiry Period	Delivery period (in days)

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

**NOTE: Prices should be two (2) decimal places. All prices should be in units (eg. tab, bottle, val, cap, pc, etc)**

## **SECTION V. SCHEDULE OF REQUIREMENTS**

The delivery schedule expressed as days stipulates hereafter a delivery date, which is the date of delivery. In order to determine the correct date of delivery hereafter specified, the Purchaser has taken into account the additional account time that might be needed for international or national transit.

## SECTION VI. TECHNICAL SPECIFICATIONS

### 1. Product and Package Specifications

- 1.1 The Goods to be purchased by the Purchaser under this Invitation for Tenders are included in the Purchaser's *current* national essential drugs list or national formulary. The required packing standards and labeling must meet the latest requirements of the World Health Organization (WHO) good manufacturing practices (GMP) standards in all respects. (These standards are contained in "Good Practices in the Manufacture and Quality Control of Drugs.")
- 1.2 Product specifications indicate dosage form (e.g., tablet, *caps*, *dry syrup*, liquid, *ointment*, injectable, emulsion, suspension, etc.) and the drug content (exact number of mg or international units [IU] or % v/v, w/w or v/w acceptable range).
- 1.3 Not only the pharmaceutical item, but also the packaging and labeling components (e.g., bottles, closures, and *labeling*) should also meet specifications suitable for distribution, storage, and use in a climate similar to that prevailing in Ghana. All packaging must be properly sealed and tamper-proof and packaging components must meet the latest compendium standards and be approved for pharmaceutical packaging by the manufacturer's national regulatory authority (RA).
- 1.4 Goods requiring refrigeration or freezing or those that should not fall below a certain minimum temperature for stability must specifically indicate storage requirements on labels and containers and be shipped in special containers to ensure stability in transit from point of shipment to port of entry.

### 2. Labeling Instructions

- 2.1 The label of the primary container for each pharmaceutical and vaccine products shall meet the W210 GMP standard and include:  
The international nonproprietary name (INN) or generic name prominently displayed and above the brand name, where a brand name has been given. Brand names should not be bolder or larger than the generic name, dosage form, (e.g., tablet, ampoule, syrup, etc.), the active ingredient "per unit, dose, tablet or capsule, etc."; the applicable pharmacopoeial standard; content per pack; instructions for use; special storage requirements; date of manufacture and date of expiry (in clear language, not code); name and address of manufacture; any additional cautionary statement.
- 2.1 All labeling and packaging inserts shall be in English language and outer case or carton should also display same language.
- 2.3 The Supplier will also be required to provide the Purchaser with access to its manufacturing facilities to inspect the compliance with the GMP requirements and quality control mechanisms.
- 2.4 If products must be recalled because of problems with quality, adverse reaction or any other reason, the supplier will be obligated to notify the purchaser providing full details about the reason leading to the recall and shall take steps to replace the product in question at its own cost and after the approval from the purchaser.

## **SECTION VII EVALUATION CRITERIA**

**Criteria for Tender evaluation shall be on the bases of:**

1. Submission of duly Signed Bid form and sample
2. Product quality as per:
  - DTC recommendations
  - Physical examination per sample
  - Specific Standard or Technical specification (refer to section VI)
3. Past performance with the hospital (when applicable)
4. Delivery Duty Paid (DDP), Kyebi Government Hospital's Store
5. Delivery Schedule offered (i.e within fourteen (14) days after Purchase Order)
6. Payment Terms (i.e at least ninety (90) days credit after full delivery with all relevant documents).

*All samples submitted should have Bidders name boldly written on it to enhance easy identification.*

**APPENDIX**

<b>LOT</b>	<b>ANTI - CONVULSANTS</b>
1	Carbamazepine Tabs.200mg
2	Magnesium Sulphate Injection 20%
3	Magnesium Sulphate Injection 50%
4	Phenobarbitone Injection 200mg
5	Phenobarbitone Tabs. 30mg
6	Phenobarbitone Tabs. 60mg
7	Phenytoin injection 50mg/ml