REPUBLIC OF GHANA

# TENDER DOCUMENT

## SUPPLY OF MEDICAL LIQUID OXYGEN

## RESTRICTIVE TENDER

(GHSHQ/2026/NMP/RST/07)

**APRIL, 2026**

## Table Content

# Section I. Invitation for Sealed Quotation

The Ghana Health Service (GHS) is a Public Service body established under Act 525 of 1996 as required by the 1992 constitution. It is an autonomous Executive Agency responsible for implementation of national policies under the control of the Minister for Health through its Governing Council – the Ghana Health Service Council. The GHS is funded through Government of Ghana Support, Donor support and Internally Generated Funds.
The Ghana Health Service intends to apply part of the Donor Funds (Global Fund) to payments under contract(s) for the **Supply of Medical Liquid Oxygen** in support of quality health service delivery.

| LOT No. | Product Description | Quantity (Ltr) |
|---|---|---|
| 1 | **SUPPLY OF MEDICAL LIQUID OXYGEN**<br>Weija Hospital, Greater Accra region, Bibiani Hospital, Western North region<br>Ejisu Hospital, Ashanti region, Winneba Hospital, Central Region, Sogakofe Hospital, Volta region | 160,0000 |

The Ghana Health Service invites sealed tender from your Firm for the Supply of Medical Liquid Oxygen to various sites as indicted in the above Table. Tendering will be conducted through the Restrictive Tendering procedure specified in the Public Procurement Act 663 as Amended and in the Guidelines of the Public Procurement Authority of the Republic of Ghana.

You may obtain further information from the Procurement Department, Ghana Health Service and inspect the tender documents at the address given below.

A complete set of Tender Document written in English may be inspected and or purchased online through **Ghana Electronic Procurement System (GHANEPS) platform** upon payment of a non-refundable fee of Three Hundred Ghana Cedis (GHC300.00) only on the GHANEPS platform.

Tender must be submitted on the Ghana Electronic Procurement **(GHANEPS)** Platform on or before **10:00 AM, Tuesday 21st July 2026.** Tenders shall be valid for a period of 30 days after the deadline of Tender submission. **Late Tenders will be rejected, and manual/hard copies will not be accepted**.

All Tenders must be submitted by a Tender Securing Declaration.

**Tenders shall be opened** immediately after **Tender Closing on Tuesday 21st July 2026 at 10:30AM on the GHANEPS platform. All correspondence**
**All correspondence shall be channeled through** the following: -

**THE PROCUREMENT DEPARTMENT**
**GHANA HEALTH SERVICE, HEADQUARTERS**
**LIMP FITTING CENTRE, TEMA STATION**
**NEAR RENT CONTROL**
**P.M.B, ACCRA,GHANA**
**Tel: (233) 303973320**
**E-MAIL: ssdmghsgov@gmail.com (queries only)**

**DIRECTOR GENERAL**
**GHANA HEALTH SERVICE**

# Section II. Instructions to Tenderers (ITT)

## A. Introduction

**1. Scope of Tender**

1.1 The Ghana Health Service (hereinafter referred to as the Purchaser) wishes to receive Tenders for supply and delivery of goods, materials and equipments described in Section V and VII hereof (hereinafter referred to as the Goods).

1.2 All Tenders are to be completed and returned to the Purchaser in accordance with these Instructions to Tenderers.

**2. Source of Funds**

2.1 The Purchaser shall fund this procurement from part of its donor fund to pay for the contract (hereinafter referred to as the "Contract") for which this Invitation for Tenders is issued toward the realization of the need to strengthen the medical oxygen supply system.

2.2 Payments will be made only at the request of the Purchaser and upon approval by a designated official of the Ghana Health Service in accordance with terms and conditions of the contract agreement between the Purchaser and the Supplier (hereinafter referred to as the "Contract"), and will be subject in all respects to the Financial Administration Act, 2003 (Act 654) of the Republic of Ghana. No party other than the Supplier shall derive any rights from the Contract or have any claims to the funds.

**3. Eligible Tenderers**

3.1 This Invitation for Tenders is open to all eligible suppliers indicated in the Tender Data Sheet.

3.2 State owned enterprises may participate only if they are legally and financially autonomous, operate under commercial law, and are not a dependent agency of the Purchaser.

3.3 Tenderers should not be associated or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of goods to be purchased under this Invitation for Tenders.

3.4 Tenders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Public Procurement Board in accordance with sub-clause 38.1.

**4. Eligible Goods and Services**

4.1 All goods and related services to be supplied under the contract shall have their origin in eligible source countries, as specified in the ITT Clause 3.1 and all expenditure made under the contract will be limited to such goods and services.

4.2 For purposes of this clause, “Origin” means the place where the goods are mined, grown, or produced, or the place from which the related services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.

4.3 The origin of goods and services is distinct from the nationality of the Tenderer.

**5. Cost of Tender**

5.1 The Tenderer shall bear all costs associated with the preparation and submission of its Tender, and the Purchaser will, in no case, be responsible or liable for that cost, regardless of the conduct or outcome of the Tendering process.

**6. Content of Tender Documents**

6.1 The goods required, Tender procedures and contract terms are prescribed in the Tender Documents. In addition to the Invitation for Tenders, the Tender Documents include:

a. Instruction to Tenderers (ITT);
b. Tender Data Sheet;
c. General Conditions of Contract (GCC);
d. Special Conditions of Contract (SCC);
e. Schedule of Requirements;
f. Technical Specifications;
g. Tender Form and Price Schedules (Bill of Quantities);
h. Tender Security Form;
i. Contract Form and Contract Data Sheet;
j. Performance Security Form;

6.2 The Tenderer is expected to examine all instructions, forms, terms and specifications in the Tender Documents. Failure to furnish all information required by the Tender Documents or submission of a Tender not substantially responsive to the Tender Documents in every respect will be at the Tenderer's risk and may result in the rejection of its Tender.

**7. Clarification of Tender Documents**

7.1 A prospective Tenderer requiring any clarification of the Tender Documents may request the Purchaser in writing or by fax at the Purchaser's address indicated in Tender Data Sheet. The Purchaser will respond in writing or by fax or by email to any request for clarification of the Tender documents which it receives no later than fourteen (14) days prior to the deadline for the submission of Tenders. The Purchaser's response (including an explanation of query without identifying the source of inquiry) will be sent in writing or fax or email to all perspective Tenders, who have purchased the Tender Documents.

**8. Amendment of Tender Documents**

8.1 At any time prior to the deadline for submission of Tenders, the Purchaser may, for any reason, modify the Tender Documents by issuing Addenda.

8.2 Any Addendum will be notified in writing or fax to all prospective Tenderers which have purchased the Tender Documents and shall be a part of the Tender document.

8.3 Where the Purchaser issues the Addendum very close to deadline for submission of Tenders, the Purchaser may extend the deadline for submission of Tenders in accordance with sub-clause 20.2 in order to afford prospective Tenderers a reasonable time to take the Addendum into account in preparing their Tenders.

## C. Preparation of Tenders

**9. Language of Tender**

9.1 The Tender prepared by the Tenderer and all correspondence and supporting documents relating to the Tender exchanged by the Tender and the Purchaser, shall be written in the English language.

**10. Documents Comprising the Tender**

10.1 The Tenderer's Tender shall comprise the following components:

a. A Tender Form and a price schedule completed in accordance with clauses 11,12 and 13.

b. Documentary evidence established in accordance with

Clause 14 that the Tenderer is eligible to Tender and is qualified to perform the contract if its Tender is accepted;

c. Tender securing requirement as spelt out in conditions of contract

**11. Tender Form** 11.1 The Tenderer shall complete the Tender Form and the appropriate price schedule furnished in the Tender Documents, indicating the goods to be supplied, a brief description of the goods, their country or origin quality and prices.

**12. ender Price** 2.1 The Tenderer shall indicate on the appropriate Price Schedule the unit prices (where applicable) and total Tender price of the goods it proposes to supply under the contract. 'Prices indicated on the Price Schedule shall be entered separately in the following manner:

i. Unit price of the goods (including all the price for Inland Transportation, Insurance, and other Local Costs incidental to Delivery of the Goods to their final destination, if specified in the *Tender Data Sheet;*

12.2 The terms EXW, CIP, DAP etc. shall be governed by the rules prescribed in the current edition of *Incoterms 2000* published by the *International Chamber of Commerce, Paris.*

12.3 The Tender's separation of price components in accordance with ITT Clause 12.1 above will be solely for the purpose of facilitating the comparison of Tenders by the Purchaser and will not in any way limit the Purchaser's right to contract on any of the terms offered.

12.4 Price quoted by the Tenderer shall remain fixed and valid until completion of the Contract performance and will not be subject to variation on any account.

12.5(a) A foreign Tenderer wishing to have or already having a local agent should state the following:

i. Name and address of the Agent/Representative,

ii. The Agent/Representative providing type of services,

iii. Amount of commission if the Agent/ Representative is entitled to get such payment with specific reference to the tendering procedure,

iv. Other agreement with Agent/Respresentative, if any,

v. Tenderer should certify in the Letter of Authorization as follows:

"We certify that the statement and disclosure made by us on the above are complete and true to the best of our knowledge and belief"

12.5(b) If the agent has not been appointed:

i. Source of information about tender invitation,

ii. The remuneration given to the individual or firm/company or organisation to work on his behalf for submitting tender, representation in the Tender opening and other required action in connection with the tender,

iii. Transfer or handover an evidence of foreign currency exchange which is required to be submitted with the tender,

iv. If the bank account of any Ghanaian citizen has been used for the exchange of foreign currency specify the name of the individual and his address. If the foreign currency has been exchanged by self then the certificate of currency exchanged issued by the bank.

12.6 If the Tenderer intends to offer any discount, it should always be expressed in fixed percentage that will not vary as the quantity varies and be applicable to each unit rate.

12.7 A Tender submitted with an adjustable price quotation shall be treated as non-responsive and rejected pursuant to Clause 26.

**13. Currency of Tender**

13.1 Prices shall be quoted in Ghanaian Cedis (GHC) or any other freely convertible currency acceptable to the Purchaser

**14. Document Establishing Tenderer's Eligibility and Qualifications**

14.1 Pursuant to Clause 10, the Tenderer shall furnish, as part of its Tender, documents establishing the Tenderer's eligibility to Tender and its qualifications to perform the contract if its Tender is accepted.

14.2 The documentary evidence of the Tenderer's eligibility to Tender shall establish to the Purchaser's satisfaction that the Tenderer, at the time of submission of its Tender, is from an eligible country.

14.3 The documentary evidence of the Tenderer's qualifications to perform the contract if its Tender is accepted shall establish to the Purchaser's satisfaction:

. that the Tenderer meets the Qualifications as specified in Tender Data Sheet.

**15. Documents Establishing Goods' Eligibility and Conformity to Tender Documents**

15.1 Pursuant to Clause 10, the Tenderer shall furnish, as part of its Tender documents establishing eligibility and conformity to the Tender Documents of all goods and services which the Tenderer proposes to supply under the contract.

15.2 The documentary evidence of the goods eligibility shall consist of a statement in the Price Schedule on the country of origin of the Goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment

**16. Tender Security**

16.1 Pursuant to Clause 10, the Tenderer shall furnish as part of its Tender, Tender security as specified in the *Tender Data Sheet*. The Tender security is required to protect the Purchaser against the risk of the Tenderer's conduct, which would warrant the security's forfeiture pursuant to para. 16.6.

16.2 The Tender Security shall, at the Tenderer's option, be in the form of either a certified check, or Bank Guarantee from a bank in Ghana, a bond issued by an insurance or bonding institution, which has been determined by the Tenderer to be acceptable to the Purchaser. The format of the Tender Security should be in accordance with one of the Sample Forms of Tender Security included in Section VII or another form acceptable to the Purchaser. The Tender Security shall be valid for 28 days beyond the period of validity of the Tender.

16.3 Any Tender not secured in accordance with paras 16.1 and 16.2 will be rejected by the Purchaser as non-responsive pursuant to clause 26

16.4 The Tender Security of unsuccessful Tenders will be returned within 14 days after the expiration of the Tender validity period prescribed in sub-clause 17.1.

16.5 The Tender Security of the successful Tenderer will be discharged when the Tenderer has furnished the required Performance Security and signed Contract.

16.6 The Tender Security shall be forfeited:

a. if a Tenderer withdraws its Tender during the period of Tender Validity specified by the Tenderer on the Tender form; or

b. in case of a successful Tender, if the Tenderer fails within the specified time limit to:

i. sign the contract in accordance with Clause 36 or

ii. furnish performance security in accordance with Clause 37.

**17. Period of Validity of Tenders**

17.1 Tenders shall remain valid for the period as specified in the *Tender Data* Sheet after the date of Tender opening prescribed by the Purchaser in Clause 20. A Tender valid for a shorter period shall be rejected by the Purchaser as non-responsive.

17.2 In exceptional circumstances, the Purchaser may solicit the Tenderers' consent to an extension of the period of Tender validity. The request and the responses thereto shall be in writing or by fax or by email. The validity of Tender security period provided under Clause 16 shall also be suitably extended. A Tenderer may refuse the request without forfeiting its Tender security. A Tenderer granting the request will not be required nor permitted to modify its Tender.

**18. Format and Signing of Tender**

18.1 The Tenderer shall prepare one original of the documents comprising the Tender as described in ITT Clause 10, bound with the volume containing the Form of Tender and Price Schedule, and clearly marked **"ORIGINAL"**. In addition, the Tenderer shall submit one copy of the Tender and clearly marked as **"COPY"**. In the event of discrepancy between them, the original shall prevail.

18.2 The original and copy of the Tender shall be typed or written in indelible ink and shall be signed by the Tenderer or a person or persons duly authorized to sign on behalf of the

Tenderer. The latter authorization shall be indicated by written power-of-attorney accompanying the Tender. All pages of the Tender, where entries or amendments have been made, shall be initialed by the person or persons signing the Tender.

18.3 The Tender shall contain no inter lineation, erasures or overwriting alterations or additions except as necessary to correct errors made by the Tenderer or those to comply with instructions issued by the Purchaser, in which case, such corrections shall be initialed by the person or persons signing the Tender.

## D. SUBMISSION OF TENDERS

**19. Sealing and Marking of Tenders**

19.1 The Tenderer shall seal the original and the copy of the Tender in two inner envelopes and an outer envelope, duly marking the inner envelopes as “Original” and “Copy”.

19.2 The inner and outer envelopes shall:

a. be addressed to the Purchaser at the address given in the *Tender Data Sheet:*

b. bear (the Project Name, the Invitation for Tenders number and Identification number if any).

a. provides a warning **“Not to Open Before”** the time and date for Tender opening as specified in the *Tender Data Sheet*.

19.3 In addition to the identification required in sub-clause 19.2, the inner envelope shall indicate the name and address of the Tenderer to enable the Tender to be returned unopened in case it is declared “Late”, pursuant to sub-clause 21.

19.4 If the outer envelope is not sealed and marked as required by para 19.2, the Purchaser will assume no responsibility for the Tender’s misplacement or premature opening.

**20. Deadline for Submission of Tenders**

20.1 Tenders must be received by the Purchaser at the address and no later than the time and date specified in the *Tender Data Sheet*.

20.2 The Purchaser may, at its discretion, extend this deadline for the submission of Tenders by issuing an amendment in accordance with Clause 8, in which case, all rights and obligations of the Purchaser and Tenderers previously subject to the original deadline will thereafter be subject to the deadline as extended.

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| **21. Late Tenders** | 21.1 | Any Tender not received within the date and time specified in ITT Clause 20 will not be accepted and will be returned unopened. |
| **22. Modification and Withdrawal of Tender** | 22.1 | The Tenderer may modify or withdraw its Tender after the Tender submission, provided that written notice of the modification or withdrawal is received by the Purchaser twenty-four (24) hours prior to the deadline prescribed for submission of Tenders in Clause 20. |
| | 22.2 | The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of Clause 18 and 19, with the outer and inner envelopes additionally marked "Modification" or Withdrawal" as appropriate. A withdrawal notice may also be sent by fax or email but followed by a signed confirmation copy, received not later than the deadline for submission of Tenders. |
| | 22.3 | No Tender may be modified or withdrawn subsequent to the deadline for submission of Tenders. |
| | 22.4 | No Tender may be withdrawn in the interval between the deadline for submission of Tenders and the expiration of the period of Tender validity specified by the Tenderer on the Tender Form. Withdrawal of a Tender during this interval shall result in the Tenderer's forfeiture of its Tender security, pursuant to Clause 16.6. |
| | 22.5 | Tenderers may only offer discounts, or otherwise modify the prices of their Tenders by submitting Tender modifications in accordance with ITT Clause 22, or included in the original Tender submission. |

## E. TENDER OPENING AND EVALUATION

| | | |
|---|---|---|
| **23. Opening of Tenders by Purchaser** | 23.1 | The Purchaser will open Tenders including modifications made pursuant to Clause 22, in the presence of Tenderers' representatives who choose to attend, at Wednesday, 15th |

April 2026 and at the place specified In the *Tender Data Sheet.* The Tenderers' representatives who are present shall sign a register evidencing their attendance.

23.2 Envelope marked "WITHDRAWAL" shall be opened and read out first. Tenders for which an acceptable notice of withdrawal has been submitted pursuant to ITT Clause 22 shall not be opened.

23.3 The Tenderers' names, Tender prices, modifications, discounts offered, Tender withdrawals and the presence or absence of the requisite Tender security and such other details as the Purchaser, at its discretion, may consider appropriate will be announced and read aloud by the Purchaser at the Tender opening session.

23.4 The Purchaser will prepare minutes of the Tender opening, including the information disclosed to those present in accordance with sub-clause 23.3.

**24. Process to be Confidential**

24.1 Information relating to the examination, clarification, evaluation, and comparison of Tenders and recommendations for the Award of Contract shall not be disclosed to Tenderers or any other persons not officially concerned with such process until the Award to the successful Tenderer has been announced.

**25. Clarification of Tenders**

25.1 To assist in the examination, evaluation and comparison of Tenders, the Purchaser may, at its discretion, ask any Tenderer for clarification of its Tender, including breakdowns of unit rates. The request for clarification and the response shall be in writing and no change in the price or substance of the Tender shall be sought, offered or permitted, except as required to confirm the correction of arithmetic errors discovered by the Purchaser in the evaluation of the Tenders.

**26. Examination of Tenders and Determination of Responsiveness**

26.1 The Purchaser will determine whether each Tender:

a. meets the eligibility criteria defined in ITT Clause 3;

b. has been properly signed;

c. is accompanied by the required securities;

d. is substantially responsive to the requirements of the Tender documents.

26.2 Arithmetical errors will be rectified on the following basis:

i. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the Tenderer does not accept the correction of the errors, its Tender will be rejected, and its Tender Security may be forfeited,

ii. If there is a discrepancy between words and figures, the amount in words will prevail.

26.3 Prior to the detailed evaluation, pursuant to Clause 28, the Purchaser will determine the substantial responsiveness of each Tender to the Tender Documents. For purposes of these clauses, a substantially responsive Tender is one, which conforms to all the terms and conditions of the Tender Documents without material deviations. The Purchaser's determination of a Tenderer's responsiveness is to be based on the contents of the Tender itself without recourse to extrinsic evidence. A material deviation or reservation is one:

a. which affects in any substantial way the Scope, Quality, or Performance of the Contract;

b. which limits in any substantial way, inconsistent with the Tender documents, the Purchaser's rights or the Tenderer's obligations under the contract; or

c. whose rectification would affect unfairly the competitive position of other Tenderers presenting substantially responsive Tenders.

26.4 A Tender determined as not substantially responsive will be rejected by the Purchaser and may not subsequently be made responsive by the Tenderer by correction or withdrawal of nonconforming deviation or reservation.

26.5 The Purchaser may waive any minor informality or nonconformity or irregularity in a Tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Tender.

**28. Evaluation and Comparison of Tenders**

28.1 The Purchaser will evaluate and compare only the Tenders determined to be substantially responsive in accordance with ITT Clause 26.

28.2 The Purchaser's evaluation of a Tender will be on the bases of

Tender Price as specified in the Price Schedule.

28.3 The Purchaser reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors which are in excess of the requirements of the Tender documents or otherwise result in unsolicited benefits for the Purchaser will not be taken into account in Tender evaluation.

28.4 The Purchaser's evaluation of a Tender will take into account, in addition to the Tender Price quoted in accordance with ITT Clause 12.1, one or more of the following factors as specified in the *Tender Data Sheet*, and quantified in ITT Clause 28.6:

a. Delivery schedule offered in the Tender;

c. the cost of components, mandatory spare parts, and service;
d. Contractual and Commercial Deviations:

e. Other specific criteria indicated in the *Tender Data Sheet* and/or in the Technical Specifications.

28.5 For factors retained in the *Tender Data Sheet* pursuant to ITT 28.4, one or more of the following quantification methods will be applied, as detailed in the *Tender Data Sheet:*

a. **Delivery schedule:** The Goods covered under this Invitation are required to be delivered (shipped) within an acceptable range of weeks specified in the Schedule of Requirement. No credit will be given to earlier deliveries, and Tenders offering delivery beyond this range will be treated as non-responsive. Within this acceptable range, an adjustment per day, as specified in the *Tender Data Sheet*, will be added for evaluation to the Tender Price of Tenders offering delivery later than the Earliest Delivery Period specified in the Schedule of Requirements.

b. **Cost of spare parts and services:** The list of items and quantities of major assemblies, components, and selected spare parts, likely to be required during the initial period of operation specified in the *Tender Data Sheet,* is annexed to the Technical Specifications. The total cost of these items, at the unit prices quoted in each Tender, will be added to the Tender Price. The cost to the purchaser of establishing the minimum service facilities and part inventories as outlined in the Tender data Sheet or elsewhere in the Tender Document if quoted separately shall be added to the Tender Price.

c. **Contractual and Commercial Deviations:** The cost of all quantifiable deviations and omissions from the contractual and commercial conditions shall be evaluated. The Purchaser will make its own assessment of the cost of any deviations for the purpose of ensuring fair comparison of Tenders.

d. **Specific additional criteria:** The relevant evaluation method shall be detailed in the *Tender Data Sheet* and/or in the Technical Specification.

**Alternative** 28.6 Not Applicable

**29. Margin of Preference** 29.1 *Not Applicable*

**30. Contacting the Purchaser**

30.1 Subject to Clause 25, no Tenderer shall contact the Purchaser on any matter relating to its Tender, from the time of the Tender opening to the time the Contract is awarded. If the Tender wishes to bring additional information to the notice of the Purchaser, it should do so in writing.

30.2 Any effort by a Tenderer to influence the Purchaser in the Purchaser's Tender evaluation, Tender comparison or contract award decisions may result in the rejection of the Tenderer's Tender

## F. AWARD OF CONTRACT

**31. Post qualification[1]**

31.1 In the absence of prequalification, the Purchaser will determine to its satisfaction whether the Tenderer selected as having submitted the lowest evaluated responsive Tender is qualified to satisfactorily perform the Contract.

31.2 The determination will take into account the Tenderer's financial, technical and production capabilities/ resources. It will be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer, pursuant to Clause 14.3, as well as such other information as the Purchaser deems necessary and

[1] *Wherever practicable and appropriate, specify minimum qualification requirements to be met if a prequalification procedure was not used prior to Tender.*

appropriate.

31.3 An affirmative determination will be a prerequisite for award of the Contract to the Tenderer. A negative determination will result in rejection of the Tenderer's Tender, in which event the Purchaser will proceed to the next lowest evaluated Tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

**32. Award Criteria**

32.1 Subject to Clause 34, the Purchaser will award the Contract to the successful Tenderer whose Tender has been determined to be substantially responsive and has been determined as the lowest-evaluated Tender, provided further that the Tenderer is determined to be qualified to perform the Contract satisfactorily.

**33. Purchaser's Right to Vary Quantities at Time of Award**

33.1[2] The Purchaser reserves the right at the time of award of Contract to increase or decrease by the percentage as specified in the *Tender Data Sheet,* the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit prices or other terms and conditions.

**34. Purchaser's Right to Accept Any Tender and to Reject Any or All Tenders**

34.1 The Purchaser reserves the right to accept or reject any Tender, and to annul the Tender process and reject all Tenders, at any time prior to award of Contract, without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the grounds for the Purchaser's action.

**35. Notification of Award**

35.1 The Tenderer whose Tender has been accepted will be notified of the award by the Purchaser prior to expiration of the Tender validity period by facsimile confirmed by a letter that its Tender has been accepted.

35.2 The notification of award will constitute the formation of the Contract

35.3 Upon the successful Tenderer's furnishing of performance security pursuant to Clause 37, the Purchaser will promptly

[2] *Optional clause to be used only where appropriate. Insert appropriate percentage figure. Normally should not exceed 15%.*

notify each unsuccessful Tenderer and will discharge its Tender security, pursuant to Clause 16.

**36. Signing of Contract**

36.1 At the same time as the Purchaser notifies the successful Tenderer that its Tender has been accepted, the Purchaser will call the successful Tenderer in order to sign the Contract through Notification of Award.

36.2 Within fourteen (14) days of receipt of the Notification of Award, the successful Tenderer shall sign the Contract.

**37. Performance Security**

37.1 Within 14 days of receipt of notification of award from the Purchaser, the successful Tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the Tender Documents: denominated in the type and proportion of amount as specified in the Notification of award.

37.2 Failure of the successful Tenderer to comply with the requirement of Clause 36 or sub-clause 37.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Tender security in which event the Purchaser may make the award to the next lowest evaluated Tender or call for new Tenders.

37.3 The Performance Security provided by the successful Tender in the form of a Bank Guarantee as specified in Section VII, shall be issued by a Bank in Ghana acceptable to the Purchaser.

**38. Corrupt or Fraudulent Practices**

38.1 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:

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;

38.2 a. The Purchaser 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;

b. The Purchaser 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.

38.3 Furthermore, Tenderer shall be aware of the provision stated in sub-clause 24.1 (c) of the General Conditions of Contact.

# Tender Data Sheet

The following specific data for the Goods to be provided shall complement, supplement, or amend the provisions in the Instructions to Tenderers. Whenever there is a conflict, the provisions herein shall prevail over those in Instructions to Tenderers.

| **INTRODUCTION** | |
|---|---|
| ITT. 1 | Name of Purchaser: Ghana Health Service |
| ITT. 2 | The Source of Funds: Global Fund |
| ITT. 3 | Name of Contract **SUPPLY OF MEDICAL LIQUID OXYGEN (GHSHQ/2026/NMP/RST/07)** |
| ITT. 4 | Invitation for Tenders is open to shortlisted suppliers who are duly regulated with the Ghana Health Service and has the following:<br>(a) Business Registration Certificates<br>(b) VAT Certificate<br>(c) Valid Tax Clearance Certificate<br>(d) Procurement Authority (PPA) Certificate<br>(e) SSNIT Clearance Certificate<br>(f) Manufacturers Authorization (MA)<br>(g) Audited Financial Statement 2024/2025<br><br>Firms who do not have valid documents of the above listed mandatory requirements shall be disqualified |
| | **For clarification, contact the address below:**<br><br>**THE PROCUREMENT DEPARTMENT**<br>**GHANA HEALTH SERVICE, HEADQUARTERS**<br>**LIMP FITTING CENTRE, TEMA STATION**<br>**NEAR RENT CONTROL**<br>**P.M.B, ACCRA**<br>**GHANA**<br>**Tel: (233) 303973320**<br>**Fax: (233) 302 973320 (for queries only)**<br>**E-MAIL: ssdmghsgov@gmail.com (queries only)** |
| ITT. 6 | Purchaser can modify Tender documents before the Deadline for Submission of Tenders by issuing Addenda. |
| ITT. 7 | Language of the Tender: All correspondences and supporting documents relating to the Tender shall be written in the English language. |

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| TENDER PRICE AND CURRENCY | |
| ITT. 8 | The price quoted shall be Delivery Duty Paid (DDP), to all the SITES provided in the Schedule. |
| ITT. 9 | The prices shall be fixed and VAT/NHIL Exclusive |
| ITT. 10 | The prices shall be quoted in Ghana Cedis |
| **PREPARATION AND SUBMISSION OF TENDERS** | |
| ITT. 13 | Amount of Tender Security: **(NOT APPLICABLE)** |
| ITT 14 | Tender Validity Period: 30 days |
| ITT 15 | Number of copies: Tender shall be conducted on the Ghana Electronic Procurement System Platform. Submission to be made on the GHANEPS Platform. |
| ITT 16 (a) | Sealing and Marking of Tender: The inner and outer envelopes shall be addressed to the Purchaser at the address given below:<br><br>THE PROCUREMENT DEPARTMENT<br>GHANA HEALTH SERVICE, HEADQUARTERS<br>LIMP FITTING CENTRE, TEMA STATIONNEAR RENT CONTROL<br>P.M.B, ACCRA<br>GHANA<br>Tel: (233) 302973320<br>Fax: (233) 302973320 (for queries only)<br>E-MAIL: ssdmghsgov@gmail.com (queries only) |
| ITT 16 (b) | IFT title and number: **SUPPLY OF MEDICAL LIQUID OXYGEN**<br>**TENDER NO. GHSHQ/2026/NMP/RST/07** |
| ITT 17 | Deadline for Tender submission:<br>**Date: TUESDAY 21ST JULY 2026**<br>**Time: 10:00 AM**<br>**Place: GHANEPS PLATFORM** |
| ITT 22.1 | Deadline for Tender Modification and Withdrawal:<br><br>**Date: TUESDAY 14TH JULY, 2026**<br>**Time: 4:00 PM**<br>**Place: GHANEPS PLATFORM** |
| ITT 23.1 | Tender Opening:<br>**Date: TUESDAY 21ST JULY 2026** |

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| | **Time: 10:30 AM**<br>**Place: GHANEPS PLATFORM** |

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| **TENDER EVALUATION** | |
| ITT 19 | Criteria for Tender evaluation shall be on the basis of:<br><br>(i) Delivery Duty Paid (DDP), Named SITES of Operation<br>(ii) Delivery requirement as per Schedule of Requirements,<br>(iii) Specific standard or criteria as per Technical Specification,<br>(iv) Evaluation will be on Complete Lot<br>(v) Submission of Tender Securing Declaration Form<br>(vi) Submission of Brand Names, Model Number, Brochures and Make of Equipment's to be offered.<br>(vii) Manufacturers Authorization (if not a manufacturer)-Provide emails, contact and other relevant information for verification.<br><br>**Note:** Technical submissions that do not conform to the required specifications shall be deemed non-compliant and will not be accepted. Only firms that fully meet all requirements and the technical specifications shall be considered responsive to the technical requirements. |
| ITT 20 | Relevant Past Experience<br>a. At least two (2) evidence of Past performances of similar works with Institutions or Agencies within the last 3years. |
| ITT 20.1 | Delivery schedule: Within 60 days after award of contract. |
| ITT 21 | Cost of spare parts: GH¢. ……………………………. [in total]<br>: GH¢. ……………………………. [per unit]<br>**Not Applicable** |

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| ITT 22 | A margin of preference shall be given up to 15% higher cost than the lowest evaluated Tender. **Not Applicable** |
| **CONTRACT AWARD** | |
| ITT 23 | Percentage for quantity increase or decrease: Fourteen per cent (14%) |
| ITT 24 | Notification of Award shall be sent to your firm at any time prior to expiration of Tender Validity. |

# Section III. General 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, machinery, related Accessories, spare-parts and/or other materials which the Supplier is required to supply to the Purchaser under the contract;

d. "The Services" means services ancillary to the supply of the goods such as transportation and insurance and any other incidental services, such as installation, commissioning, the operational and maintenance training of the supplied equipment and other such obligations of the supplier covered under the Contract.

e. "The Purchaser" means the Procurement Entity of the Republic of Ghana purchasing the goods.

f. "The Supplier" means the individual or organization supplying the goods and services under this contract.

g. "The Purchaser's Country" is Ghana.

h. "The Delivery Site" where applicable, means the place or places where supply of goods to deliver and performance of services to be complete.

i. "Day" means calendar day.

j. "Public funds" include:

(i) funds from government budget, Metropolitan Assembly budgets, Municipal Assembly budgets or District Assembly budgets;

(ii) funds from government Foundations;

(iii) funds from government Trust Funds;

(iv) funds from domestic loans and foreign loans taken or guaranteed by government;

(v) funds from state foreign aid;

(vi) revenue received from the economic activity of state or local government agencies or other legal persons in public law financed from the Government budget, Metropolitan Assembly budgets, District Assembly budgets or Government foundations;

**2. Application**

2.1 These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the contract.

**3. Country of Origin**

3.1 All goods and services supplied under the contract shall have their origin in Ghana or in eligible countries as Specified in Special Condition of Contract.

3.2 For purposes of this clause “origin” means the place where the goods are mined, grown, produced or manufactured, or from which the Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

3.3 The origin of Goods and Services is distinct from the nationality of the Supplier.

**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.

4.2 Wherever reference is made in the Technical Specifications to specific standards and codes to be met by the goods and materials to be furnished or tested, the provisions of the latest current edition or revision of the relevant shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national or relate to a particular country or region, other authoritative standards that ensure substantial equivalence to the standards and codes specified will be acceptable.

**5. Use of Contract Documents and Information**

5.1 The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in Sub-clause 5.1 except for purposes of performing the Contract.

5.3 Any document, other than the Contract itself, enumerated in subclause 5.1 shall remain the property of the Purchaser and shall be returned (all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so required by the Purchaser.

**6. Patent Rights**

6.1 The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the Purchaser's country.

**7. Performance Security**

7.1 Within fourteen (14) days after the Supplier's receipt of notification of award of the contract, the successful Tenderer shall furnish performance security to the Purchaser in the amount specified in the Special Conditions of Contract and in the form Specified in Section X.

7.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

7.3 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the Purchaser and shall be in the form of an unconditional bank guarantee issued by a bank in Ghana acceptable to the Purchaser and in the form provided in the Tender Documents or another form acceptable to the Purchaser.

7.4 The performance security will be discharged by the Purchaser and returned to the Supplier not later than 28 days after expiring of one year of warranty period following the date of issue of certificate of final acceptance of equipment after installation and Commissioning of equipment at the final destination.

**8. Inspections and Tests**

8.1 The Purchaser 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 Special Conditions of Contract and/or the Technical Specifications shall specify what inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing of the identity of any representatives retained for these purposes within 21 days after award of the Contract.

8.2 The inspections and tests may be conducted on the premises of the Supplier or its sub-Supplier(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the Supplier or its sub-Suppliers(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.

8.3 Should any inspected or tested Goods fail to conform to the Specifications, the Purchaser 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 Purchaser.

8.4 The Purchaser's right to inspect, test and, where necessary, reject the goods after the goods' arrival in the Purchaser's country shall in no way be limited or waived by reason of the goods having previously been inspected, tested and passed by the Purchaser or its Representative prior to the goods' shipment from the country of origin.[3]

8.5 Nothing in GCC Clause 8 shall in any way release the Supplier from any warranty or other obligations under this Contract.

8.6 A Certificate of Acceptance shall be issued by the Purchaser after necessary inspection and tests of the Goods supplied as specified in SCC.

**9. Packing**

9.1 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. 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. 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.

9.2 The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, as Specified in the Special Conditions of Contract (SCC), and in any subsequent instructions issued by the Purchaser.

**10. Delivery and Transfer of Risk**

10.1 Delivery of the goods shall be made by the Supplier in accordance with the terms specified by the Purchaser in its Schedule of Requirements. The details of shipping and/or other documents to be furnished by the supplier are specified in the Special Conditions of Contract.

10.2 For purposes of the Contract, "FOB," "C&F," "CIF", "CIP", "EXW" 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

[3] *It is intended that the Purchaser generally inspects the goods also on arrival at discharge port(s), and where a fresh independent inspection is for any reason considered necessary, the Supplier should be immediately notified and associated with the inspection which should be completed on a priority basis.*

Interpretation of the Trade Terms (INCOTERMS)[4] published by the International Chamber of Commerce (ICC), Paris.

10.3 Documents to be submitted by the Supplier are specified in Special Condition of Contract.

**11. Insurance**

11.1 The goods supplied under the Contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the Special Conditions of Contract. Such Insurance shall be arranged and paid for by the supplier.

11.2 Where delivery of the goods is required by the Purchaser on a CIF, CIP basis, the Supplier shall arrange and pay for marine Insurance, naming the Purchaser as the beneficiary. Where delivery is on an FOB or C&F basis, marine insurance shall be the responsibility of the Purchaser.

**12. Transportation**

12.1 Where the Supplier is required under the Contract to deliver the goods FOB, transport of the goods, up to and including the point of putting the goods on board, the vessel at the specified port of loading, shall be arranged and paid for by the Supplier, and the Cost thereof shall be included in the Contract Price.

12.2 Where the Supplier is required under the Contract to deliver the goods C&F, CIP or CIF or to a specified destination within the Kingdom of Nepal, transport of the goods to the port of discharge or such other point in the country of destination including insurance and storage, as shall be specified in the Contract shall be arranged and paid for by the Supplier, and the related cost thereof shall be included in the Contract Price.

12.3 Where the Supplier is required to effect delivery under any other terms, the Supplier shall be required to meet all transport and Storage expenses until delivery.

12.4 In all of the above cases, transportation of the goods after Delivery shall be the responsibility of the Purchaser.

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[4] *Where terms not defined in INCOTERMS are used in the Tender Documents, Purchaser should define the same, spelling out the costs to be borne by the Supplier and to be included in its Tender price.*

12.5 Where the Supplier is required under the Contract to deliver the goods CIF or CIP or C&F, no further restriction shall be placed on the choice of the ocean carrier. Where the Supplier is required under the Contract (i) to deliver the goods FOB, and (ii) to arrange on behalf and at the expense of the Purchaser for ocean transportation on specified conference vessels or on national flag carriers of the Purchaser's country, the Supplier may arrange for such transportation on alternative carriers if the specified conference vessels or national flag carriers are not available to transport the goods within the time period(s) specified in the Contract.

**13. Incidental Services**

13.1 The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

a. performance or supervision of on-site assembly and/or startup of the supplied Goods;

b. furnishing of tools required for assembly and/or maintenance of the supplied Goods;

c. furnishing of a detailed operations and maintenance manual for each, appropriate unit of the supplied Goods;

d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and

e. training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, Maintenance, and/or repair of the supplied Goods.

**14. Spare Parts**

14.1 As specified in SCC, the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

a. such spare parts as the Purchaser may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under the Contract;
and

b. in the event of termination of production of the spare parts:

i. advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and

ii. following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings, and specifications Of the spare parts, if requested.

***Note: (Not Applicable)***

**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 Purchaser'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 Purchaser.

15.3 The Purchaser 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 period as specified in SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the Purchaser other than, where applicable, the cost of inland delivery of the repaired or replaced Goods or parts from EXW or to the final destination.

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 Purchaser 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 Purchaser may have against the Supplier under the Contract.

**16. Payment**

16.1 The method and conditions of payment to be made to the Supplier under the Contract shall be specified in the Special Conditions of Contract.

16.2 The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to GCC Clause 10, and upon Fulfilment of other obligations stipulated in the Contract.

16.3 Payments shall be made promptly by the Purchaser, but in no case later than twenty-eight (28) days after submission of an Invoice or claim by the Suppler.

**17. Prices**

17.1 Prices charged by the Supplier for goods and services delivered and services performed under the Contract shall not vary from the prices quoted by the Supplier in its Tender, with the exception of any price adjustments authorized in Special Conditions of Contract or in the Purchaser's request for Tender validity extension, as the case may be.

**18. Change Orders**

18.1 The Purchaser may at any time, by a written order given to the Supplier pursuant to GCC Clause 31, make changes within the general scope of the Contract in any one or more of the following:

a. drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;

b. the method of shipment or packing;

c. the place of delivery; and/or

d. the Services to be provided by the Supplier.

18.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment may be made in the Contract Price or delivery schedule, or both, and the Contract may accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within twenty-eight (28) days from the date of the Supplier's receipt of the Purchaser's change order.

**19. Contract Amendments**

19.1 Subject to GCC Clause 18, no variation in or modification of the terms of the Contract shall be made, except by written amendment signed by the parties.

**20. Assignment**

20.1 The Supplier shall not assign, in whole or in part, its obligations to perform under the Contract, except with the Purchaser's prior written consent.

**21. Subcontracts**

21.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under this Contract if not already specified in the Tender. Such notification, in the original Tender or later, shall not relieve the Supplier from any liability or obligation under the Contract.

21.2 Subcontracts must comply with the provisions of GCC Clause 3.

**22. Delays in the Supplier's Performance**

22.1 Delivery of the goods and performance of services shall be made by the Supplier in accordance with the time schedule specified by the Purchaser in the Schedule of Requirements.

22.2 Except as provided under GCC clause 25, an unexcused delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to any or all of the following sanctions: forfeiture of its performance security, imposition of liquidated damages, and/or termination of the Contract for default.

22.3 If at any time during performance of the Contract, the Supplier or its sub-supplier(s) should encounter conditions impeding timely delivery of the goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may, at its discretion, extend the Supplier's time for performance, with or without liquidated damages, in which case, the extension shall be ratified by the parties by amendment of the Contract.

**23. Liquidated Damages**

23.1 Subject to GCC Clause 25, if the Supplier fails to deliver any or all of the goods or to perform within the time period(s) 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 (0.5%) of the contract price of the 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 pursuant to GCC Clause 24.

**24. Termination for Default**

24.1 The Purchaser 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:

a. if the Supplier fails to deliver any or all of the goods within the time period(s) specified in the Contract, or any extension thereof granted by the Purchaser pursuant to GCC Clause 22; or

b. if the Supplier fails to perform any other obligation(s) under the Contract.

24.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC para. 24.1 and 24.3 below, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, goods or services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar goods or services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

24.3 <u>Termination for Corrupt or Fraudulent Practices</u>

The Purchaser 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 if the Supplier, in the judgement of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

For the purpose of this clause:

"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

"fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract, and includes collusive practice among Tenders (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the benefits of free and open competition;

**25. Force Majeure**

25.1 For purposes of this Contract, "Force Majeure" means an event beyond the control of the parties to the Contract and not involving either party's fault or negligence and not foreseeable.

25.2 If, at any time during the existence of the Contract, either party is unable to perform in whole or part any obligation under this Contract because of such events which include, but are not restricted to, acts of God, acts of Government in its sovereign capacity, war, revolutions, hostility, civil commotions, strikes, fires, floods, epidemics, quarantine restrictions, freight embargoes, explosions, then the date of fulfillment of Contract shall be postponed during the period when such circumstances are operative.

25.3 The party which is unable to perform its obligations under the present Contract shall, within fourteen (14) days of occurrence of the Force Majeure event, inform the other party with suitable documentary evidence. Non-availability of raw materials from regular sources shall not be an excuse for the Supplier for not performing its obligations under this clause.

25.4 Any waiver/extension of time in respect of the delivery/acceptance of any instalment or part of the goods shall not be deemed to be a waiver/extension of time in respect of the remaining deliveries.

25.5 If such inability to perform continues for a period of more than three (3) months, each party shall have the right to be released from further performance of the Contract, in which case, neither party shall have the right to claim damages from the other. All prior performance shall be subject to Contract terms.

25.6 Notwithstanding the provisions of GCC Clauses 22, 23, and 24, the Supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of Force Majeure.

25.7 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure events.

**26. Termination for Insolvency**

26.1 The Purchaser may at any time terminate the Contract by giving written notice to the Supplier, without compensation to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.

**27. Termination for Convenience**

27.1 The Purchaser, 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 Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

27.2 The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

a. to have any portion completed and delivered at the Contract terms and prices; and/or

b. to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Suppliers.

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| **28. Resolution of Disputes** | 28.1 | The Purchaser 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. |
| | 28.2 | If, after twenty-eight (28) days from the commencement of such informal negotiations, the Purchaser and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in the Special Conditions of Contract. These mechanisms may include, but are not restricted to, conciliation mediated by a third party, adjudication in an agreed national or international forum, and/or national and international arbitration. |
| **29. Governing Language** | 29.1 | The Contract shall be written in the language as specified in SCC. Subject to GCC Clause 30, the version of the Contract written in English language shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the English language. |
| **30. Applicable Law** | 30.1 | The Contract shall be interpreted in accordance with the laws of Ghana unless otherwise specified in the Special Conditions of Contract. |
| **31. Notices** | 31.1 | Any notice given by one party to the other pursuant to the Contract shall be sent to the other party in writing or by facsimile and confirmed in writing to the other party's address specified for that purpose in the Special Conditions of Contract. |
| | 31.2 | A notice shall be effective when delivered or on the notice's effective date, whichever is later. |
| **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. |
| **33. Technical** | 2.1 | The goods supplied under this contract shall conform to the |

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| **Specification** | | standards mentioned in the Technical Specification. |
| **34. 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 IV. - Special Conditions of Contract

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in General Conditions of Contract. The corresponding clause number in the General Conditions is indicated in parentheses. Where sample provisions are furnished, they are only illustrative of the provisions that the Purchaser should draft specifically for each procurement.

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| **1. Definitions (GCC Clause 1)** | 1.1 | a. The Purchaser is Ghana Health Service<br><br>b. The Supplier is:<br><br>…………………………………………………………….<br><br>c. The Delivery site is : as stated |
| **2. Country of Origin (GCC Clause 3)** | 2.1 | Any country of the World.<br>Except those countries which are ineligible to undertake any business project from the Donor Partners |
| **3. Performance Security (GCC Clause 7)** | 3.1 | The performance security will be as follows:<br>i. The amount of performance security as a percentage of the contract price, shall be 10 percent of the Tender Price in Ghana Cedis or any freely convertible currency acceptable to the Purchaser the Performance security shall be from any reputable financial institution |
| | 3.2 | Not Applicable . |
| **4. Inspection and Tests (GCC Clause 8)** | 4.1 | Inspection, test and acceptance of goods are as follows:<br><br>a. The time limit for inspection and tests and the issuance of Certificate of acceptance and/or rejection should be no later than 28 days of the completion of inspection. |

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| **5. Packing (GCC Clause 9)** | 5.1 | Additional requirement for packing and marking as per GCC Clause 9.2 are as follows:<br><br>Mark as Ghana Health Service Consignment |
| **6. Delivery and Documents (GCC Clause 10)** | 6.1 | For Goods Supplied from abroad:<br><br>a. Upon shipment, the Supplier shall notify the Purchaser by facsimile the full details of the shipment, including contract number, description of Goods, quantity, the vessel, (or the flight number), the bill of lading number and date, port of loading, date of shipment, port of discharge, etc. The Supplier shall mail the following documents to the Purchaser<br><br>i. Copies of the Supplier's invoice showing Good's description, quantity, unit price and total amount;<br><br>ii. Original and 2 *copies* of the negotiable, clean on board, bill of lading (Consignment note) marked "freight prepaid" 2 copies of non-negotiable bill of lading (Consignment note);<br><br>iii. Copies of the packing list identifying contents of each package; |
| | 6.2 | The documents as per clause 6.1 shall be received by the Purchaser at least one week before arrival of Goods at the port or place of arrival and, if not received, the Supplier will be responsible for any consequent expenses. |
| | 6.3 | For Goods within Nepal: Upon delivery of the goods to the transporter, the Supplier shall notify the Purchaser and mail the following documents to the Purchaser:<br><br>i. Copies of the Supplier's invoice showing Goods' description, quantity, unit price and total amount;<br><br>ii. Delivery note, transport receipt, railway receipt;<br><br>iii. Manufacturer's or Supplier's Warranty Certificate;<br><br>iv. Certificate of origin. |
| | 6.4 | The documents as per sub-clause 6.3 shall be received by the |

| | | |
|---|---|---|
| | | Purchaser before arrival of the goods and, if not received, the Supplier will be responsible for any consequent expenses. |
| **7. Insurance (GCC Clause 11)** | 7.1 | Not Applicable. |
| **8. Incidental Services (GCC Clause 13)** | 8.1 | Not Applicable |
| **9. Spare Parts (GCC Clause 14)** | 9.1 | Additional spare parts requirements are:<br><br>a. Supplier shall carry sufficient inventories to assure ex stock supply of consumable spare parts for the Goods;<br><br>b. Other spare parts and components shall be supplied as promptly as possible, but in any case, within six (6) months of placing the order and opening the letter of credit. **(Not Applicable**). |
| **10. Warranty (GCC Clause 15)** | 10.1 | In partial modification of the provisions, the warranty period shall be<br><br>a. make such changes, modification, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the contract at its own cost and expense and to carry out further performance tests in accordance with SCC 4.1 or<br><br>b. Not Applicable |
| | 10.2 | The period for correction of defects in the warranty period is: 50%. time of the delivery schedule of the particular goods. |
| **11. Payment (GCC Clause 16)** | 11.1 | Payment for Goods and Services supplied shall be made as follows:<br><br>OPTION 1<br>Fifteen percent (15%) of the Contract Price shall be paid within thirty (30) days of signing the Contract upon request and submission of a Bank guarantee for the equivalent amount.<br>Seven-five percent (75%) of the contract Price shall be paid within thirty (30) days upon delivery, inspection and |

| | | |
|---|---|---|
| | | acceptance.<br>Ten percent (10%) of the contract sum shall be paid within thirty (30) days upon installation and training.<br><br>OPTION 2<br>Ninety percent (90%) of the Contract Price will be paid after full delivery, inspection and acceptance by the Purchaser.<br>Final Ten percent (10%) of the contract price shall be paid upon installation and training. |
| **12. Prices (GCC Clause 17)** | 12.1 | Tender Prices may be adjusted only in the case of Tender validity extension requested by the Purchaser. |
| | 12.2 | Purchaser shall not entertain Contract Price variation due to the effect of any notice of notification of exchange rate variation of any convertible currency. |
| **13. Delays in Suppliers Performance (GCC Clause 22)** | | Delivery of the goods and performance of services shall be made by the Supplier in accordance with the time schedule specified by the Purchaser in the Schedule of Requirements<br><br>If at any time during performance of the Contract, the Supplier or its sub-supplier(s) should encounter conditions impeding timely delivery of the goods and performance of Services, the Supplier shall notify the Purchaser in writing of the fact of the Delay and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may, at its discretion, extend the Supplier's time for performance or renew contract in the case of contract expiration. The Purchaser shall duly communicate decision in writing to Supplier with or without liquidated damages. |
| **13. Liquidated Damages (GCC Clause 23)** | 13.1 | Subject to GCC Clause 25, if the Supplier fails to deliver any or all of the goods or to perform within the time period(s) 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 (0.5%) of the contract price of the 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 pursuant to GCC Clause 24. |
| **14. Resolution of** | 14.1 | The dispute resolution mechanism to be applied pursuant to |

| | | |
|---|---|---|
| **Disputes GCC Clause 28)** | | clause 28.2 of the General Conditions of Contract shall be as follow:<br><br>a. in the case of a dispute between the Purchaser and a Supplier which is a national of Ghana, the dispute shall be referred to adjudication/arbitration; and<br><br>b. in the case of dispute between the Purchaser and the Foreign Supplier, the dispute shall be settled by arbitration in accordance with the provisions of the United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules. |
| **15. Governing Language GCC Clause 29)** | 15.1 | The governing Language shall be English. |
| **16. Notices (GCC Clause 31)** | 16.1 | For the notice purposes Purchaser and Supplier's address shall be as follows:<br><br>Purchaser's address for notice purposes:<br><br>THE PROCUREMENT DEPARTMENT<br>GHANA HEALTH SERVICE, HEADQUARTERS<br>LIMP FITTING CENTRE, TEMA STATION<br>NEAR RENT CONTROL<br>P.M.B, ACCRA<br>GHANA<br>Tel: (233) 303 973320<br>Fax: (233) 303 973320 (for queries only)<br>E-MAIL: ssdmghsgov@gmail.com (queries only)<br><br>Supplier's address for notice purposes:(Insect Address and contact)<br>…………………………………………….<br>…………………………………………….<br>……………………………………………. |

# Section V. 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., ______________________________________________________________________

______________________________________________________________________

*[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;

    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: |

# Form of Tender-Securing Declaration

Date: *[insert date (as day, month and year)]*
RFB No.: *[insert number of Bidding process]*
Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: *[insert complete name of Employer]*

We, the undersigned, declare that:

We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration.

We accept that we will automatically be suspended from being eligible for bidding or submitting proposals in any contract with the Employer for the period of time of *Thirty-Six (36) Months or Three (3) Years* starting on *21st July 2026*, if we are in breach of our obligation(s) under the bid conditions, because we:

(a) have withdrawn our Bid during the period of Bid validity specified in the Letter of Bid; or

(b) having been notified of the acceptance of our Bid by the Employer during the period of bid validity, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security and, if required, the Environmental, Social, Health and Safety (ESHS) Performance Security, in accordance with the ITB.

We understand this Bid-Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of our Bid.

Name of the Bidder*****_________________________________ *[insert complete name of person signing the Bid]*

Name of the person duly authorized to sign the Bid on behalf of the Bidder****** *[insert complete name of person duly authorized to sign the Bid]*

Title of the person signing the Bid *[insert complete title of the person signing the Bid]*

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]*

## 8 . Tender Security Form

Date:

*To [name and address of Purchaser]*

Whereas *[name of the Tenderer]* (hereinafter called "the Tenderer") has submitted its Tender dated *[date of submission of Tender] for the supply of [name and/or description of the goods and services]*
(hereinafter called "the Tender").

KNOW ALL PEOPLE by these presents that We *[name of bank ]* of *[name of country]*, having our registered office at *[address of bank]* (hereinafter called "the Bank"), is bound unto *[name of Purchaser]* The Government of Ghana (hereinafter called "the Purchaser") in the sum of *[amount]* for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of _________*[mm]* 20____.

THE CONDITIONS of this obligation are:

1. If the Tenderer

   (a) withdraws its Tender during the period of Tender validity specified by the Tenderer on the Tender Form; or
   (b) does not accept the correction of errors in accordance with the Instructions to Tenderers; or

2. If the Tenderer, having been notified of the acceptance of its Tender by the Purchaser during the period of Tender validity:

   (a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to Tenderers, if required; or
   (b) fails or refuses to furnish the performance security, in accordance with the Instructions to Tenderers;

We undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by him is due to him, owing to the occurrence of any of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including twenty eight (28) days after the period of Tender validity or as it may be extended by the Purchaser, notice of which extension(s) to the Bank/Insurance Company/Bonding Company is hereby waved.

And any demand in respect thereof should reach the Bank not later than the above date.

________________________________________________

*[signature of the bank]*

Seal of the issuing Bank:

Witness :

Signature:

Name :

Address :

# Section VI. 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
______________________________________________________________________________
______________________________________________________________________________
*[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 Goods Offered from Abroad

Name of Supplier ____________________________ Page _________ of __________

## (NOT APPLICABLE)

| 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 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<br>Item | 2<br>Description | 3<br>Country of origin | 4<br>Quantity | 5<br>Unit price (VAT Exclusive) GHC | 7<br>Total price per item (col. 4 x 5) GHC | 8<br>VAT and other taxes payable if the Contract is awarded | 9<br>Final Total GHC<br><br>( DDP) |
|---|---|---|---|---|---|---|---|
| | | | | | | | |

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 VII. Schedule of Requirements and Technical Specification

| NO | ITEM DESCRIPTION | QUANTITY (Liters) | SITES | DELIVERY |
|---|---|---|---|---|
| 1. | **SUPPLY OF MEDICAL LIQUID OXYGEN** | 160,0000 | 1. Weija Hospital, Greater Accra region<br>2. Bibiani Hospital, Western North region<br>3. Ejisu Hospital, Ashanti region<br>4. Winneba Hospital, Central Region<br>5. Sogakofe hospital, Volta region | Delivery shall be 30 days from signing of Contract |

## MINIMUM TECHNICAL REQUIREMENT

**REQUEST FOR INFORMATION FOR THE SUPPLY OF MEDICAL GRADE, INTERNATIONALLY CERTIFIED LIQUID OXYGEN FOR SELECTED HEALTH FACILITIES**

**1.** The Ghana Health Service, with the support of the Global Fund, is seeking qualified vendors to supply a total of about **150,000 litres** of medical-grade, internationally certified liquid oxygen with a delivery period **within one month on receipt of contract**.

- Demonstrate the financial flexibility of prefinancing deliveries should the need arise, including the payment of all taxes and duties

- Engage more than one source/producer of liquid oxygen to minimize the risks of interrupted supply to sites

- Demonstrate the financial capabilities to prefinance all modes of transportation, including airfreight, to enable the establishment and operation of logistics systems that would be required for uninterrupted supply of liquid oxygen

Scope of Work

1. **First full capacity fill and refills of five 5000L cryogenic tanks** were supplied and installed by a vendor with **Global Fund resources** under the manufacturer/vendor warranty, **who will be operating an integrated gaseous medical oxygen bottling platform**. These five tanks will require three (3) refills each.
2. **First full capacity fill of a cohort of six USAID-donated 10,000L cryogenic tanks** without an integrated cylinder bottling platform. This goes with the liability (to the Ghana Health Service, owner of the hardware) to correct damages to hardware and any component of the installation that may occur on account of product quality or incompatibility, or physical contact with hardware. The total product volume required is **60,000L, excluding losses during transportation and filling.** These six tanks will require one filling each.
3. **First full capacity fill of a cohort of four USAID-donated 5000L cryogenic tanks** without an integrated cylinder bottling platform. This goes with the liability (to the Ghana Health Service, owner of the hardware) to repair damage to the hardware and any component of the installation that may occur on account of product quality or incompatibility, or through physical contact with the hardware. The total product volume is **20,000L, excluding losses during transportation and filling.** These four tanks will require one filling each.
4. **Refill of one CHAI-donated 5000L cryogenic tank** without an integrated cylinder bottling platform. This goes with the liability (to the Ghana Police Service, owner of the hardware) to correct damages to hardware and any component of the installation that may occur on account of product quality or incompatibility, or through physical contact with hardware. The total product volume is **5000L, excluding losses during transportation and filling.** This tank will require one filling.

The table below provides a summary of Liquid Oxygen Quantities:

| **LIQUID OXYGEN (LOX) PRODUCT REFILLS** | | | | |
|---|---|---|---|---|
| | | | | |
| **Donor / Funding Source** | **Tank Size (L)** | **Quantity of Tanks** | **No. of Refills** | **Total Volume (L)** |
| Global Fund | 5,000 | 5 | 3 | 75,000 |
| USAID | 5,000 | 4 | 1 | 20,000 |
| USAID | 10,000 | 6 | 1 | 60,000 |
| CHAI | 5,000 | 1 | 1 | 5,000 |
| **TOTAL** | | | | **160,000** |

**List of the beneficiary health facilities:**

a. Weija Hospital, Greater Accra region
b. Bibiani Hospital, Western North region
c. Ejisu Hospital, Ashanti region
d. Winneba Hospital, Central Region
e. Sogakofe Hospital, Volta region

The choice of the procurement method, restrictive tendering, is informed by the following:

a. There are only a limited number of service providers available for these specialized services.
b. There is an urgent need to make the liquid oxygen tanks operational; the absence of necessary spare parts will impede the smooth operation of these high-value pieces of equipment.
c. Competent local firms with strong technical, financial, and professional capacities are available to implement the project within the required timelines. These firms possess substantial experience and proven track records.
d. The shortlisted firms are registered with the Public Procurement Authority of Ghana and are listed in the GHS Service Providers' Database.