REPUBLIC OF GHANA

MINISTRY OF LOCAL GOVERNMENT, CHIEFTAINCY AND RELIGIOUS AFFAIRS (MLGCRA)

AKYEMANSA DISTRICT ASSEMBLY

PRICE QUOTATION (SHOPPING)

Small Contracts (**Small Value, Short Duration and Low Risk**)

IFQ No: ER/ADA/DACF/GDS/00053/26

TENDER DOCUMENT

for

PROCURE OF 46NO.CHEST FREEZERS, 1NO.PRINTER, 1NO.COCOA SPRAYING MACHINE,1NO. SEWING MACHINE ,1 NO. FOOT SEWING MACHINE ,1 NO. INDUSTRIAL SEWING MACHINE ,2 LAPTOPS,4 FUFU POUNDING MACHINES AND 1NO. GAS OVEN, FOR PWDS BENEFICIARES

Purchaser:
District Works Department
Akyemansa District Assembly
P. O. Box 33,
Akim Ofoase

JULY 2026

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INVITATION FOR QUOTATION

PROCUREMENT OF GOODS
PRICE (RFQ)

IFQ No: ER/ADA/DACF/GDS/00053/26

The Ministry of Local Government, Chieftaincy and Religious Affairs (MLGCRA) through the Government of the Republic of Ghana has received funds from the District Assembly Common Fund (DACF) for Support Project

1. The Akyemansa District Assembly has received part of its Quarterly allocation of the District Assembly Common Fund (DACF) the project funds through 10% of Educational Infrastructure and intends to apply a portion to cover eligible payment for the contract for Supply of Goods whose requirements are indicated in the Table below:

IFQ No	Contract Description	Location	Delivery Period	Tender Security
ER/ADA/DACF/GDS/ RFQ/0004/2026	PROCURE OF 46NO.CHEST FREEZERS, 1NO.PRINTER, 1NO.COCOA SPRAYING MACHINE,1NO. SEWING MACHINE ,1 NO. FOOT SEWING MACHINE ,1 NO. INDUSTRIAL SEWING MACHINE ,2 LAPTOPS,4 FUFU POUNDING MACHINES AND 1NO. GAS OVEN,FOR PWDS BENEFICIARES	Premises of Akyemansa District Assembly	One (1) Month	2% of Bid Price

Your firm has been shortlisted to tender for PROCURE OF 46NO.CHEST FREEZERS, 1NO.PRINTER, 1NO.COCOA SPRAYING MACHINE,1NO. SEWING MACHINE ,1 NO. FOOT SEWING MACHINE ,1 NO. INDUSTRIAL SEWING MACHINE ,2 LAPTOPS,4 FUFU POUNDING MACHINES AND 1NO. GAS OVEN, FOR PWDS BENEFICIARES.

2. A complete set of the Tender documents in English may be downloaded electronically through **GHANEPS**. After Publication of Tenders on the Ghaneps, prospective tenders should log onto **www.ghaneps.gov.gh** for the Tender Documents with their respective username and password.
3. The Tender shall be valid for 120 days after Tender opening and must be accompanied by the requisite tender securities from a Bank or an Insurance firm acceptable to the employer. In addition to the securities, Tenderers shall be required to **register on the Public Procurement**

Authority's database and must comply fully with ***Instructions to Tenderers*** in the Tender Document and all bids are to be accompanied by the following documents where applicable:

- **I. Business Registration Certificate**
- **II. Valid VAT Registration**
- **III. Valid PPA Registration Certificate Certificate**
- **IV. Certification of Incorporation**
- **IV. Valid Labour Certificate**
- **V. Valid SSNIT Certificate**
- **VI. Valid GRA Tax Clearance**

4. Tenders must be submitted via the Ghana Electronic Procurement System on or before 10:00am on Tuesday, 4th August, 2026**.** Manual submission of tenders will not be permitted. Tenders will be opened electronically through the Ghana Electronic Procurement System

5. All information relating to the Tender should be directed to:

Name: **The District Coordinating Director**
Akyemansa District Assembly
Postal Address: **P. O. Box 33,**
City: **Akim Ofoase**
Region: **Eastern Region**
Country: **Ghana**
Telephone Number: +233(0)243078845
Email Address: www.akyemansa.ghanadistrict.gov.gh

Address for Tender submission and opening

Name: **The Procurement Officer,**
Tel: 0242331620
Akyemansa District Assembly Tender Committee
Akyemansa District Assembly
Postal Address: **P. O. Box 33,**
City: **Akim Ofoase**
Region: **Eastern Region**
Country: **Ghana**
Location of Tender Submission/Opening**: GHANEPS**

SECTION I. INSTRUCTION TO TENDERERS

1. A Tenderer, and all parties constituting the Tenderer, may have the nationality of any country, subject to the restrictions specified in Section V, Eligible Countries. A Tenderer shall be deemed to have the nationality of a country if the Tenderer is a citizen or is constituted, incorporated, or registered and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed subcontractors or suppliers for any part of the Contract including Related Services.

2. All goods and related services to be supplied under the contract shall have their origin in eligible source countries, as specified in Section V, Eligible Countries and all expenditures made under the contract will be limited to such goods and services.

   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.

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

3. Determination of responsiveness of tender shall be based on the following;

   a. eligibility of tenderer and source of goods to supply
   b. signed tender form and price schedule by authorized person
   c. tender security in the right amount and format
   d. technical specifications of goods to supply
   e. manufacturers’ authorization to supply goods
   f. completeness of tender (provided post-qualification documents and brochures)

4. To qualify for award of contract a tenderer must demonstrate that;

   a. offered goods are latest and has been in current production for minimum **of 2 years**. If the offered goods/equipment model is new, the manufacturer must have experience in producing the **similar model for a minimum of 2 years**

   b. same goods have been supplied in Ghana **within last 2 years** and provide list of purchasers, quantity sold, cost, and year of contract for purposes of verifying the performance of the offered model

   c. has the technical and financial capacity to perform the contract

   Tenderer shall furnish as part of its Tender, Tender security from an approved Insurance Firms/Bank covering an amount of **2% of the tender price**. The tender security must be valid for a period of **118 days** (**28 days after the tender validity period of 90 days**).

   The Tender Security is required to protect the Purchaser against the risk of the Tenderer’s conduct.

7. A Tenderer shall not have a conflict of interest. All Tenderers found to have conflict of interest shall be disqualified. Tenderers may be considered to have a conflict of interest with one or more parties in this Tendering process, if they:
   a) are or have been associated in the past, 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 the goods to be purchased under these Tendering Documents; or
   b) submit more than one Tender in this Tendering process. However, this does not limit the participation of subcontractors in more than one Tender;

8. A firm that has been sanctioned by the Bank in accordance with the Bank's Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants, shall be ineligible to be awarded a Bank-financed contract, or benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall determine. The list of debarred firms is available at http://www.worldbank.org/debarr.

9. Government-owned enterprises in the Borrower's Country shall be eligible only if they can establish that they (i) are legally and financially autonomous, (ii) operate under commercial law, and (iii) are not a dependent agency of the Purchaser.

10. Tenderers shall provide such evidence of their continued eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request.

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 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 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 there-of 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 Tender price against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified.

7.2 Where delivery of the goods is required by the Purchaser on a CIF or CIP basis to a specified destination, the Supplier shall arrange and pay for insurance, naming the Purchaser as the Beneficiary and the Supplier shall be required to meet all transport and storage expenses until delivery.

8. Warranty

8.1 The Supplier warrants that all the goods supplied under the contract shall fully comply with the specification laid down in the contract.

8.2 The warranty shall remain valid for one year after the goods have been delivered to the final destination indicated in the contract, and accepted by the Purchaser after installation and commissioning of equipment by the Supplier.

8.3 The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.

8.4 Upon receipt of such notice, the Supplier shall, within 30 days replace the defective goods without cost to the Purchaser. The

Supplier will be required to remove, at its own risk and cost, the defective goods.

9. Payment

9.1 Payment shall be made in the currency in which the contract price has been stated in the Supplier's tender.

9.2 Payment of the goods supplied from within Ghana shall be made in Ghanaian Cedis after the delivery and installation and commissioning of goods to the satisfaction of the Purchaser.

9.3 Payment of the goods to be supplied from abroad shall be made in the following manner:

a. On shipment: Eighty (80) percent of the contract price of the Goods shipped shall be paid through irrevocable confirmed letter of credit opened in favour of the Supplier in a bank in its country, upon submission of documents.

b. On acceptance: Twenty (20) percent of the contract price of goods received shall be paid within thirty (30) days of receipt of the goods upon submission of claim supported by the acceptance certificate issued by the Purchaser.

Or

c. Full payment (100%) upon satisfactory delivery and acceptance of goods.

10. Prices

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

11. Liquidated Damages

11.1 If the Supplier fails to deliver any or all of the goods within the time period specified in the contract, the Purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 1.0 percent of the contract price of delayed goods for each week of delay until actual delivery, up to a maximum deduction of 10 percent of the delayed goods' contract price. Once the maximum is reached, the Purchaser may consider termination of the contract.

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:
The District Coordinating Director
Akyemansa District Assembly
P. O Box 33,
Ofoase

15.2 Supplier’s address for notice purposes:
…………………………………………
P. O Box ……………,
…………………………

16. Taxes and Duties

16.1 The Supplier shall be entirely responsible for all taxes, duties, licence 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).

18.1 It is the Bank’s policy to require that Borrowers (including beneficiaries of Bank loans), as well as Tenderers, suppliers, and contractors and their agents (whether declared or not), personnel, subcontractors, sub-consultants, service providers and suppliers under Bank-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Bank:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

(i) “corrupt practice” is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;

(ii) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

(iii) "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

(iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

(v) "obstructive practice" is

(aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

(bb) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under sub-clause 3.1 (e) below.

(b) will reject a proposal for award if it determines that the Tenderer recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question;

(c) will cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a beneficiary of the loan engaged in corrupt, fraudulent, collusive, or coercive practices during the procurement or the execution of that contract, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur; and

(d) will sanction a firm or an individual, at any time, in accordance with prevailing Bank's sanctions procedures [a], including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time:(i) to be awarded a Bank-financed contract; and (ii) to be a nominated subcontractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract.

18.2 Should any employee of the Supplier be determined to have engaged in corrupt, fraudulent, collusive, coercive, or obstructive practice during the purchase of the Goods, then that employee shall be removed.

19. Inspections and Audit by the Bank

19.1 The Supplier shall permit, and shall cause its Subcontractors and consultants to permit, the Bank and/or persons appointed by the Bank to inspect the Supplier's offices and all accounts and records relating to the performance of the Contract and the submission of the Tender, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Supplier's and its Subcontractors and consultants' attention is drawn to Clause 3 [Fraud and Corruption], which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under this Sub-Clause 11.1 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures).

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 Tenders 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; and
   e. The Purchaser's Notification of Award.

3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the Contract.

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

On behalf of the Purchaser	On behalf of the Supplier
Name:	Name:
Designation:	Designation:
Sign:	Sign:
Seal:	Seal:

Notification of Award

[This letter should be in the form of letterhead paper of the Purchaser]

……………………..*[Date]*
To: ……………………………………………………….. *[name of the Supplier]*

………………………………………………………. *[address of the Supplier]*

Subject : Notification of Award

This is to notify you that your Tender dated …………………………………… for execution of the contract of ………………………………………………………… *[name and identification number of the Tender]* in the amount………………………………… *[amount in words],* as corrected in accordance with the Instructions to Tenderers is hereby accepted.

This Notification of Award will constitute the formation of Contract. However, until and unless you furnish the Performance Security of GHC. ……………………. *[amount of Performance* Security in figures, i.e. 5% - 10% of the Successful Tenderer's Tender Price] and send it to us within fourteen (14) days of the receipt of this Notification of Award the Contract shall not be deemed as active. You are hereby instructed to proceed with the fulfilment of performance Security and Signing of Contract within fourteen (14) days of receipt of this letter. Failure to comply with the fulfilment of Performance Security and Signing of Contract within the time will constitute the failure of formation of contract and forfeiture of Tender Security. If you so required you may proceed with the processing of the Bank guarantee for the advance payment

You are hereby instructed to proceed with the necessary action for the execution of the said Procurement in accordance with the Tender and Contract documents.

Authorized Signature: ………………………………………

Name and Title of Signatory: ………………………………..

Name of Agency : ……………………………………………..

Address for correspondence : ……………………………….

SECTION IV. SAMPLE FORMS

1. Tender Form

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 a Tenderer 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 ___________________________

1. Price Schedule for Domestic Goods Offered from within Ghana

Name of Supplier ____ Page _________ of __________

No	Description	Country of origin	Quantity	Unit Price EXW (specify place)	Total Price EXW	Cost of Transportation to final destination	Total Cost to Final Destination	Cost of Incidental Services and others (Installations)	Total Tender Price (DDP)	Remarks
1	2	3	4	5	6=(4x5)	7	8=(6+7)	9	10=(8+9)	11
I.	CHEST FREEZERS		46							
II.	SEWING MACHINE		1							
III.	FOOT SEWING MACHINE		1							
IV.	INDUSTRIAL SEWING MACHINE		1							
V.	LAPTOP		2							
VI.	FUFU MACHINE		4							
VII.	GAS OVEN		1							
VIII.	PRINTER		1							

IX.	COCOA SPRAYING MACHINE		1							
TOTAL									**0.00**	
Add 15% VAT+2.5%NHIL +2.5% GETFUND									**.0**	
Grand Total									**.00**	

Total Price to final destination ………………………………………………………………………………… (in words)
Signature and official seal of Tenderer: ……………………………………………………………………………………………

Note: 1. In case of discrepancy between unit price and total, the unit price shall prevail.
2. Tenderer must have to accept the correction of arithmetic error pursuant to ITT Clause 26.2

No	Description	Country of origin	Quantity	Unit Price EXW (specify place)	Total Price EXW	Cost of Transportation to final Destination	Total Cost to Final Destination	Cost of Incidental Services and others (Installations)	Total Tender Price (DDP)
1	2	3	4	5	6=(4x5)	7	8=(6+7)	9	10=(8+9)
I.	CHEST FREEZERS		46						
II.	SEWING MACHINE		1						
III.	FOOT SEWING MACHINE		1						

IV.	INDUSTRIAL SEWING MACHINE		1						
V.	LAPTOP		2						
VI.	FUFU MACHINE		4						
VII.	GAS OVEN		1						
VIII.	PRINTER		1						
IX.	COCOA SPRAYING MACHINE		1						
TOTAL									

SECTION V. SCHEDULE OF REQUIREMENTS

The delivery schedule expressed as in months stipulates hereafter is the delivery date of the Goods in Akyemansa District Assembly.

No	List of Items to Procure	Quantity (No)	**Delivery Period** (Months after date of contract signature).
1.	**CHEST FREEZERS**	**46 No.**	Two (2) Months
2	**Printer**	**1**	Two (2) Months
3	**COCOA SPRAYING**	**1**	Two (2) Months
4	**GAS OVEN**	**1**	Two (2) Months
5	**SEWING MACHINE**	**1**	Two (2) Months
6	**INDUSTRIAL SEWING MACHINE**	**1**	Two (2) Months
7	**FOOT SEWING MACHINE**	**1**	Two (2) Months
8	**FUFU POUNDING MACHINES**	**4**	Two (2) Months
9	**LAPTOPS**	**2**	Two (2) Months

SECTION VI. TECHNICAL SPECIFICATIONS

ITEM 1 IN THE SCHEDULE OF REQUIREMENT 46NO.CHEST FREEZERS, 1NO.PRINTER, 1NO.COCOA SPRAYING MACHINE,1NO. SEWING MACHINE ,1 NO. FOOT SEWING MACHINE ,1 NO. INDUSTRIAL SEWING MACHINE ,2 LAPTOPS,4 FUFU POUNDING MACHINES AND 1NO. GAS OVEN, FOR PWDS BENEFICIARES

)

Item	Minimum Technical Specification Required	OFFERED SPECIFICATIONS Answer fully, giving details for the minimum specifications requested for in this Questionnaire. **DO NOT WRITE "Comply".**
A.	**250Litres With Sustainable Energy Saving, Eco-Friendly Machines.**	

SECTION VII. SECURITY FORMS

1. Tender Security Form (Bank *Guarantee/Insurance Bond)*

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/insurance/bonding institutions]* of *[name of country]*, having our registered office at *[address of bank]* (hereinafter called "the Bank/insurance company/bonding company"), are 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/Insurance Company/Bonding Company binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank/Insurance Company/Bonding Company 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

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/Insurance Company/Bonding Company not later than the above date.

____

[signature of the bank/insurance company/bonding company]

Seal of the issuing Bank/Insurance Company/Bonding Company:

Witness :

Signature:

Name :

Address :

Performance Security Form

Date:

To: [name of Purchaser]
[address of Purchaser]

WHEREAS *[name and address of Supplier]* (hereinafter called "the Supplier") has undertaken, in pursuance of Contract No. *[reference number of the contract]* dated ___________*[yy/mm/dd]* to supply *[description of goods and services] (*hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a bank guarantee by a reputable bank for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier such a Bank guarantee:

NOW THEREFORE we hereby affirm that we are the Guarantors and responsible to you, on behalf of the Supplier, up to a total of [amount of the guarantee in words and figures Ghanaian Cedis*],* and we undertake to pay you, upon your first written demand such sum being payable in the types and proportions of currencies in which the contract price is payable, and without cavil or argument, any sum or sums within the limits of *[amount of guarantee in Ghana Cedis]* as aforesaid, without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of demanding the said debt from the Supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Goods to be supplied thereunder or of any of the Contract documents which may be made between you and the Supplier shall in any way release us from liability under this Guarantee, and we hereby waive notice of any such change, addition or modification.

This Guarantee is valid until a date 28 day from the date of issue of the Certificate of Acceptance.

Signature and seal of the Guarantors

____

[name of bank]

____

[address]

____

[date]

Bank Guarantee Form for Advance Payment

Date:

To: [name of Purchaser]
[address of Purchaser]

[name of Contract]

Gentlemen and/or Ladies;

In accordance with the payment provision included in the Special Conditions of Contract, to provide for advance payment, *[name and address of Supplier]* (hereinafter called "the Supplier") shall deposit with *[name of the Purchaser],* The Government of Ghana (hereinafter called "the Purchaser") a bank guarantee to guarantee his proper and faithful performance under the said Clause of the Contract in an amount of *[amount of guarantee in figures and words in Ghanaian Cedis].*

We, the *[name of the bank]*, as instructed by the Supplier, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the Purchaser on his first demand without whatsoever right of objection on our part and without his first claim to the Supplier, in the amount not exceeding *[amount of guarantee in figures and words in Ghanaian Cedis].*

We further agree that no change or addition to or other modification of the terms of the supply of Goods to be performed thereunder or of any of the Contract documents which may be made between the Purchaser and the Supplier, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

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

Yours truly,

Signature and seal of the Bank

____

[name of Bank]

____

[address]

____

[date]