REPUBLIC OF GHANA

UNIVERSITY OF SKILLS TRAINING AND ENTREPRENEURIAL DEVELOPMENT

NATIONAL COMPETITIVE TENDERING (NCT)

TENDER DOCUMENT

FOR

SUPPLY AND INSTALLATION OF LECTURE HALL FURNITURE

(LOT 1)

IFT No.: AR/USTED/NCT/GDS/157/2026

Invitation to Tenders

The Republic of Ghana

UNIVERSITY OF SKILLS TRAINING AND ENTREPRENEURIAL DEVELOPMENT (USTED)

NATIONAL COMPETITIVE TENDERING (NCT)

Supply and Installation of Lecture Hall Furniture

1. The University of Skills Training and Entrepreneurial Development intends to apply part of its budgetary allocation from IGF to Purchase goods as follows:

Lot	Description	Quantity
1	Supply and Installation of Lecture Hall Furniture	1400 Pieces

2. The University of Skills Training and Entrepreneurial Development invites sealed Tenders from eligible Suppliers for the **Supply and Installation of Lecture Hall Furniture**. Tendering will be conducted through the **National Competitive Tendering (NCT)** procedures specified in the **Public Procurement Act, 2003 (Act 663)** as amended and the Guidelines of the Public Procurement Authority of the Republic of Ghana.

3. Interested eligible Tenderers may obtain further information **or** seek assistance with the help desk of the Public Procurement Authority (Via **0302738148, 0241883672, 0551858855** and **0205788910**) for direction or payment of the tender participation fee.

4. A complete set of Tender documents in English may be downloaded electronically through GHANEPS after which payment of non-refundable fee of **One Hundred Ghana Cedis (GH₵ 100.00)** be made before participation. The method of payment is through the GHANEPS. After successful payment through GHANEPS, prospective tenderer should log onto www.ghaneps.gov.gh with their respective username and password for the Tender Documents.

5. Tenders must be delivered to the address below at or before **1:00pm, Thursday, 5th November, 2026**. Tenders shall be valid for a period of **120 days** after the deadline of Tender submission. All Tenders must be accompanied by Tender Security of **Fifteen Thousand Ghana Cedis (GH₵15,000.00).** Tenders shall be opened and evaluated electronically through the Ghana Electronic Procurement System (GHANEPS). Tender opening records therefore be accessed on the GHANEPS website after the deadline of opening**. Late tenders cannot be submitted via the** GHANEPS system.

6. **For Further enquiries, contact:** ***Procurement Directorate,***
AAMUSTED
Kumasi Campus
0502210414

Section II. Instructions to Tenderers (ITT)

A. Introduction

1. Scope of Tender 1.1 The University of Skills Training and Entrepreneurial Development **(USTED)** (hereinafter referred to as the Purchaser) wishes to receive Tenders for the **Supply and Installation of Lecture Hall Furniture** described in Section V and VII hereof (hereinafter referred to as the **Lecture Hall Furniture**).

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 Budgetary allocation to pay for the contract (hereinafter referred to as the "Contract") for which this Invitation for Tenders is issued.

Payments will be made only at the request of the Purchaser and upon approval by a designated official of the Republic of Ghana 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 and the Financial Administration Regulations, 2003 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 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.

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.

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 expenditures 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 those cost, regardless of the conduct or out come of the Tendering process.

B. THE TENDER DOCUMENTS

6. Content of Tender document

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;
k. Bank Guarantee for Advance Payment Form;
l. Manufacturer's Authorization 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 not 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.

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. Documentary evidence established in accordance with Clause 15 that the goods to be supplied by the Tenderer are genuine and newly manufactured goods and conform to the Tender Documents; and

d. Tender security furnished in accordance with Clause 16 and in the form specified in Section VII.

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. Tender Price

12.1 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. the price of the goods quoted EXW (ex works, ex factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs, excise and other duties and sales and other taxes already paid or payable

ii. 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;*

iii. the price of other incidental services, if any, listed in the *Tender Data Sheet.*

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

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/Representative, 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 evidence of foreign currency exchanged 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 vary 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 any free convertible currency

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:

a. that, in the case of a Tenderer offering to supply goods under the contract which the Tenderer did not manufacture or otherwise produce, the Tenderer shall be an established dealer in the goods of at least one year's standing and shall produce documentary evidence to show that he has been duly authorized by the good's manufacturer or producer to supply the goods in the Ghana.

b. that the Tenderer has the financial, technical and production capability necessary to perform the contract.

c. 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 the 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.

The documentary evidence of conformity of the Goods and Services to the Tender documents may be in the form of Literature, Drawings, and Data, and shall consist of:

a. a detailed description of the essential Technical and Performance characteristics of the Goods;

b. a list giving full particulars, including available sources and current prices of Spare Parts, Special Tools, etc., necessary for the proper and continuing functioning of the Goods for a period to be specified in the *Tender Data Sheet* following commencement of the use of the Goods by the Purchaser.

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.

16.2. The Tender Security shall, at the Tenderer's option, be in the form of either a certified cheque or a Bank Guarantee from a bank in Ghana or a Guarantee from an Insurance Company in Ghana, 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.

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.

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

16.4 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.

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.

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 authorised to sign on behalf of

the latter authorisation 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 initialled by the person or persons signing the Tender.

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 initialled 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). provide a warning **"Not to Open Before"** the time and date for Tender opening as specified in the *Tender Data Sheet*.

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.

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 not later than the time and date specified in the *Tender Data Sheet*.

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.

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

22.1 The Tenderer may modify or withdraw its Tender after the

And Withdrawal of Tender

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.

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.

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.

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 the time, on the date, and at the place specified in the Tender Data Sheet. The Tenderers' representatives who are present shall sign a register evidencing their attendance.

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.

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.

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

ii. Tender will be rejected, and its Tender Security may be forfeited, If there is a discrepancy between words and figures, the amount in words will prevail.

iii. 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 **i**tself without recourse to extrinsic evidence. A material deviation or reservation is one:

[3] *Should follow immediately or soon after Tender closing.*

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.

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.

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.

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.

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:

i. Delivery schedule offered in the Tender;

ii. the cost of components, mandatory spare parts, and service;

iii. Contractual and Commercial Deviations: 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 quantifications 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 days/weeks/months *[as applicable]* 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 no 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 *[Specify alternative criteria for further enhancement of ITT Clause 28, if necessary, as per departmental requirement].*

29. Margin of Preference 29.1 A margin of Preference where applicable shall be provided as *specified in Tender Data Sheet.*

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 Tenderer wishes to bring additional information to the notice of the Purchaser, it should do so in writing.
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

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 appropriate.

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 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

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

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 Upon the successful Tenderer's furnishing of Performance security pursuant to Clause 37, the Purchaser will promptly notify each unsuccessful Tenderer and will discharge its Tender security, pursuant to Clause 16. The contract will incorporate all Agreements between the Purchaser and the successful Tenderer.

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.

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.

The Performance Security provided by the successful Tender in the form of a Bank Guarantee or an Insurance 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 them 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;

110 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.

Furthermore, Tenderer shall be aware of the provision stated in sub-clause 24.1 I of the General Conditions of Contact.

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[5] *Optional clause to be used only where appropriate. Insert appropriate percentage figure. Normally should not exceed 1*

Tender Data Sheet

The following specific data for the Goods to be procured 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.

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<tr><td>ITT.1.1</td><td>Name of Purchaser:</td><td>University of Skills Training and Entrepreneurial Development (USTED)</td></tr>
<tr><td>ITT. 2.1</td><td>The Source of Funds is:</td><td>IGF</td></tr>
<tr><td>ITT. 2.1</td><td>Name of Contract:</td><td>Contract for the Supply and Installation of Lecture Hall Furniture
mentioned below:
<table>
<tr><th>Lot No.</th><th>Description</th><th>Qty</th></tr>
<tr><td>1</td><td>Supply and Installation of Lecture Hall Furniture</td><td>1400 Pieces</td></tr>
</table></td></tr>
<tr><td>ITT 3.1</td><td colspan="2">Invitation for Tenders is open to all those eligible suppliers who are:
(a) Registered within the Republic of Ghana (Attach Current Annual Renewal Receipt)
(b) Registered as per the Income Tax Act of Ghana, and
(c)VAT registered or
(d) From an eligible source country, in the case of a Foreign Tenderer
(e) With valid SSNIT Clearance Certificate
(f) With valid GRA Tax Clearance Certificate
(g) With valid Public Procurement Authority Registration Certificate/ Evidence of Registration</td></tr>
<tr><td>ITT 7.1</td><td colspan="2">Purchaser’s Name: University of Skills Training and Entrepreneurial Development
Address : P.O. Box 1277
Kumasi
Telephone or telex:</td></tr>
<tr><td>ITT 8.1</td><td colspan="2">Purchaser can modify Tender documents before the Deadline for submission of Tenders by issuing Addenda.</td></tr>
<tr><td>ITT 9.1</td><td colspan="2">Language of the Tender: English</td></tr>
<tr><td colspan="3">TENDER PRICE AND CURRENCY</td></tr>
<tr><td>ITT 12.1 (i)</td><td colspan="2">The price quoted shall be EXW.
The prices shall include all duties, taxes and other levies.
The prices should be expressed in the term of EXW in Cedis or any freely convertible currency.</td></tr>
</table>

ITT 12.1 (iii)	The price of other incidental services: (a) …… (b) …… I …… Total CIP **USTED, KUMASI CAMPUS).**	
ITT 12.4	The prices shall be fixed	
ITT 13.1	The prices shall be quoted in Ghana Cedis	
PREPARATION AND SUBMISSION OF TENDERS		
ITT 14.3 I	Qualification requirements. (i) The offered goods/equipment shall be latest and in current Production for minimum of 2 years. If the offered model is new, the manufacturer must have experience in producing the similar model for a minimum of 2 years. (ii) The Tender shall furnish a list of users who had purchased same/similar goods/equipment in last 2 years., and number of equipment sold to them. They will be used as references to check the performance of the offered model, if necessary. (**Please submit Contract Award Letter)** (iii) Compliance with variation from the departmental requirement of the technical specification shall be duly filled in the offered specification column of the Technical Specification. (iv) Separate Tender shall be submitted for each package. No Tender will be considered if the offered quantity is different from that specified in the Technical Specification. (v) An agent can submit Tenders on behalf of more than one Manufacturer but separate complete Tenders including Tender security shall be submitted for each manufacturer. (vi) If an Agent submits Tenders on behalf of more than one Manufacturer, unless each such Tender is accompanied by a separate Tender Form for each Tender, and a Tender security, when required, for each Tender, and authorization from the respective Manufacturer, all such Tenders will be rejected as non-responsive. (vii) Tenderers shall provide three (3) years Audited financial statement in accordance with the company's code Act 179, 1963. (viii) Availability of a locally well-equipped workshop for After Sales Service	
ITT 15.3 (b)	Spare parts required. **NOT APPLICABLE**	
ITT 16.1	Amount of Tender Security	**GHC 15,000.00 (Bank/Non-Financial Institution)**

ITT 16.2	Performance Bond	**10% Bank or 30% Non-Financial Institution**
ITT 17.1	Tender Validity Period	120 days.
ITT 18.1	Number of copies	Softcopy submission through GHANEPS
ITT 19.2 (a)	address for Tender submission:	***Through the GHANEPS***
ITT 19.2 (b)	IFT title and number	**IFT No: AR/USTED/NCT/GDS/157/2026**
ITT 20.1	Deadline for Tender submission	Date: **Thursday, 5th November 2026.** Time: **1.00 pm Local time**
ITT 23.1	Deadline for Tender Modification and Withdrawal	**Before deadline for tender submission**
ITT 23.1	Tender Opening	Date: **Thursday, 5th November 2026** Time: **1.00 pm Local time** Place: **GHANEPS Website**
TENDER EVALUATION		
ITT 28.4	Criteria for Tender evaluation shall be on the bases of **I.** CIP site price**, (USTED, Kumasi Campus**) **II.** Delivery requirement as per Schedule of Requirements, **III.** Specific standard or criteria as per Technical Specification, **IV.** Cost of Inland transportation, Insurance, incidental cost and other local cost.	

ITT 28.5 (a)	**Delivery schedule**: Tenderers offering delivery period of more than the period specified in the requirement will be declared non-responsive. There will be no adjustment
ITT 28.5 I	Cost of spare parts: Not Applicable Initial period of operation is: 2 years. List of items required is annexed to the Technical Specification
ITT 28.5(f)	Specific additional criteria are: N/A …….. (ii) …….. (iii) …….. *[If not applicable in Tender Data Sheet specify details on the evaluation method in the Technical Specifications.]*
ITT 28.6	Alternative: Not Applicable
ITT 29.1	A margin of preference shall be given up to 15% higher cost than the lowest evaluated Tender. N/A
CONTRACT AWARD	
ITT 33.1	Percentage for quantity increase or decrease: Fifteen per cent (15%). N/A
ITT 35.1	Notification of Award shall be sent to the successful Tenderer at any time prior to expiration of Tender Validity
ITT 37.1	Tenderer shall deliver a Performance Security in the amount as specified in the Notification of Award and in the form of Bank Guarantee within 14 days of the receipt of Notification of Award.

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 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;
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.

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

5.1 The Supplier shall not, without the Purchaser's prior

Documents and Information		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. 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. Any document, other than the Contract itself, enumerated in sub clause 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 VII. 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. 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. 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.

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.

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.

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.[6]

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

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.

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.

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 Interpretation of the Trade Terms (INCOTERMS)[7] 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.

6 *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.

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.

Where the Supplier is required under the Contract to deliver the goods C&F, CIP or CIF or to a specified destination within the Country of Purchaser, 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.

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.

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

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 essels 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 start-up of the supplied Goods;

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

[7] *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*

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 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.

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.

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 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.

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 destination.

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.

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.

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 Supplier

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, except for any price adjustments
authorised 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

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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:
110

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 Termination for Corrupt or Fraudulent Practices
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 any thing 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 fulfilment 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.

25.6 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 event.

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.

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.

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.

1. Definitions (GCC Clause 1)	1.1	a. The Purchaser is: **University of Skills Training and Entrepreneurial Development** **c.** The Supplier is: **The individual or firm Supplying the Lecture Hall Furniture under this contract** c. The Delivery site is: **Refer to Schedule of Requirement refer page 39**
2. Country of Origin (GCC Clause 3)	2.1	Any country of the World *[Otherwise specify restrictions as applicable]*
3. Performance Security (GCC Clause 7)	3.1	The performance security will be as follows: i. The amount of performance security as a percentage of the contract price, shall be ***10 percent from a Bank or 30 percent from Non-Financial Institution*** of the Tender Price in the currency of the Tender price.
	3.2	The validity of Performance Security shall be one (1) year After the final installation and commissioning of the Goods and the issue of final acceptance certificate to the Suppliers. After delivery and acceptance of the Goods, the performance security shall be reduced to two (2) percent of the Contract Price to cover the Supplier's Warranty obligations in accordance with Clause GCC 15.2. The supplier shall promptly extend the validity suitably to cover agreed extension of the warranty period of the supplied goods.
4. Inspection and Tests (GCC Clause 8)	4.1	Inspection and tests prior to shipment of goods at final acceptance are as follows: 110 Destination inspection and test by a Ghana Government appointed Inspection Agency. For goods arriving by sea or land the inspection agency is Gateway Services Ltd (GSL) and for air is Ghana Standard & Bureau Veritas (GSBV)

Final inspection by the National Commission on Culture after delivery of the goods to the site.

5. Packing (GCC Clause 9)

5.1 Additional requirement for packing and marking as per GCC Clauses 9.2 are as follows:

a. IFB No**./ IFT No: AR/USTED/NCT/GDS/157/2026**
b. **University of Skills Training and Entrepreneurial Development**
Content: i.e**., Supply and Install Lecture Hall Furniture**

6. Delivery and Documents (GCC Clause 10)

6.1 For vehicles Supplied from abroad: **N/A**

a. Upon shipment, the Supplier shall notify the Purchaser and the Insurance Company 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, with a copy to the Insurance Company:

110 Copies of the Supplier's invoice showing Good's description, quantity, unit price and total amount; Original and three **(3) copies** of the negotiable, clean on board, bill of lading (Consignment note) marked "freight prepaid" and ***four (4)*** copies of non-negotiable Bill of lading.

Three (3) Copies of the packing list identifying Contents of each package;

i. Insurance Certificate;

110 Manufacturer's or Supplier's Warranty Certificate;

110 Inspection Certificate, issued by the nominated inspection agency, and the supplier's factory inspection report; and

110 Certificate of origin, certified/verified by the manufacturing company in case of Goods manufactured locally.

110 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.

110 For Goods within Ghana: Upon delivery of the goods to the transporter, the Supplier shall notify the Purchaser and mail the following documents to the Purchaser:

i. Copies of the Supplier's invoice showing Goods' description, quantity, unit price and total amount;

ii. Delivery note, transport receipt, railway receipt;

iii. Manufacturer's or Supplier's Warranty Certificate;

iv. Inspection Certificate issued by the nominated inspection agency, and the Supplier's factory inspection report; and

v. Certificate of origin.

110 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 The insurance shall be in an amount equal to 110 percent of the CIP value of the Goods from "Warehouse" to "Warehouse" on "All Risks" basis, including War Risks and Strikes.

8. Incidental Services (GCC Clause 13)

8.1 Incidental services to be provided are:

i. Installation and commissioning of equipment;

ii. Operational and maintenance training of equipment.

9. Spare Parts (GCC Clause 14)

9.1 Additional spare parts requirements are: N/A

a. Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts for the Goods;

110 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.

10. Warranty (GCC Clause 15)

10.1 In partial modification of the provisions, the warranty period shall be **(12 years)** from the date of delivery.

The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, at its discretion, either:

a. makes 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

110 Pay liquidated damages to the Purchaser with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be 0.5% per week.

[The rate should be higher than the adjustment rate used in The Tender evaluation under ITT 28.5 (f) or (g).]

10.2 The period for correction of defects in the warranty period is: 3 months.

10.3 Warranty period of minimum One (1) year

11. Payment (GCC Clause 16)

11.1 Payment for Goods and Services supplied shall be made as follows;

(ii) **<u>On Delivery and Acceptance</u>**

Hundred percent ((100%) of the Contract Price shall be paid to the Supplier within thirty (30) days after the date of receipt of claim letter supported by Store Receipt Vouchers and an acceptance certificate issued by the Purchaser

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 any convertible currency.

13. Liquidated Damages (GCC Clause 23)

13.1 Applicable rate for the Liquidated damages is: 0.1% to 0.5% per day.
Applicable rate shall not exceed one-half (0.5) percent per day and the maximum shall not exceed ten (10) percent of the delayed good's Contract Price.]

14. Resolution of Disputes (GCC Clause 28)

14.1 The dispute resolution mechanism to be applied pursuant to clause 28.2 of the General Conditions of Contract shall be as follow:

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

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. **N/A**

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: Purchaser's address for notice purposes: GHANEPS WEBSITE **www.ghaneps.gov.gh** Supplier's address for notice purposes: ……. ……. …….

Section V.

Schedule of Requirements

The delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is the date of delivery (i) at EXW premises, or (ii) to the carrier at the port of shipment or port of destination when the contract is placed on CIF or FOB terms, or (iii) to the first carrier when the contract is placed on CIP or FCA terms. In order to determine the correct date of delivery hereafter specified, the Purchaser has taken into account the additional time that will be needed for international or national transit to the Project Site or to another common place.[8]

LOT №	**Description**	**Total Quantity**	**Delivery period**	**Place of Delivery**
1	Supply and Installation of Lecture Hall Furniture	1400 Pieces	40 Days	***USTED, University Store, Kumasi Campus***

TECHNICAL SPECIFICATIONS

LOT 1: Supply and Installation of Lecture Hall Furniture
QTY: 1400 Pieces

Required Specifications	Offered Speculations
CHAIRS Well molded 40x20x1.5mm mild steel tube treated and painted with Anti-scratch paint Oval steel tube with molded plastic seat and back rest Size: (1) Seat: 450 x 410mm (2) Height of back of Chair:790mm **Quantity: 1400 pieces** **TABLES** Well Molded 50x25 x 1.5mm Oval Steel treated and painted With 650x450x25 mm MDF top, with underneath storage and 800mm height. Table should have pen holder grove and plastic edge Front Screen 15mm MGF front screen should have a matching color to the top Wood **Quantity: 1400 pieces** **NOTE:** ➢ *The University intend to link four set of tables and chairs together on a vertical arrangement.* ➢ *Bidders should please indicate how they will link four (4) Tables and (4) chairs together on a vertical arrangement and factor this arrangement in their tender price* ➢ *Bidders should provide a sample of the tables and chairs linked together.*	

➢ *Well welded joints for the metal frame works*	
Warranty: One year warranty period is required for the Chairs and Tables.	

Section VII. Sample Form

1. Tender Form and Price Schedules

Date: _____
IFT No: _____

To: *[name and address of Purchaser]*

Gentlemen and/or Ladies:

Having examined the Tender documents including Addenda Nos. *[insert numbers],* the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver *[description of goods and services]* in conformity with the said Tender documents for the sum of GHC_____ *[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 and services in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Tender is accepted, we will provide a Bank Guarantee acceptable to the Purchaser 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 ……. *[insert number as specified in Tender validity period]* days from the date fixed for Deadline for Tender submission, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Tender, and to contract execution if we are awarded the contract, are listed below:

Name and address of agent	Amount and Currency	Purpose of Commission or gratuity
_____	_____	_____
_____	_____	_____
_____	_____	_____

(if none, state "none")

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.

We certify/confirm that we comply with the eligibility requirements as per ITT Clause 2 of the Tender documents.

Dated this _____[dd] day of _____[mm] month of 20_____[yy].

_____ _____
[signature] [in the capacity of]

Duly authorized to sign Tender for and on behalf of _____

Price Schedule

Name of Tenderer _____ IFT Number _____ Page _____ of _____

S.No	Description	Country of origin	Quantity	Unit Price EXW (specify place)	Total Price EXW	Total Price of Inland delivery to final destination	Total CIP site	Incidental Services and others	Total Tender Price	Remarks
1	2	3	4	5 In figure	6=(4x5)	7	8=(6+7)	9	10=(8+9)	11
Grand Total										

Total Tender Price (in words) ……..

Signature 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

2. 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/institutions]* of *[name of country]*, having our registered office at *[address of bank]*(hereinafter called "the Bank/"), 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 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

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

_____

[signature of the bank/ Non-Financial Institution]

Seal of the issuing Bank/ Non-Financial Institution:

Witness:

Signature:

Name :

Address :

3. Qualification Information

1. For Individual Tenderers or Individual Members of Joint Ventures.

1.1 Constitution or legal status of Tenderer *[attach copy]*

Place of registration : ……..
Principal place of business : ……..
Power of attorney of signatory of Tenderer : *[attach original]*

1.2 Total annual volume of supplies made in the last two years, in GHC:

19xx/20xx ……
20xx/20xx ……..
20xx/20xx ……..
20xx/20xx ……..

1.3 Supplies performed as prime Supplier on works of similar nature and volume over the last two years. The value should be indicated in the same currency used for Item 1.2 above. Also list details of supplies under way or committed, including expected
completion date.

Procurement ID No.	Name of Purchaser	Type of goods	Agreement date	Delivery completion	Value Of

1.4 Financial reports for the last two years : balance sheet, profit and loss statements, auditors' reports, etc. List them below and attach copies.
……
……
……
……

1.5 Names, addresses and telephone, telex, facsimile numbers and email addresses of banks that may provide references if contacted by the Purchaser.
……
……
……
……

Information on current litigation in which the Tenderer is involved.

Other party(ies)	Cause of dispute	Amount involved

2. Additional Requirements

2.1 Tenderers should provide any additional information required in the Tender Data Sheet.

……
……
……
……
……
……

4. Notification of Award

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.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.

Authorised Signature : ……

Name and Title of Signatory : ……..

Name of Agency : ……..

Address for correspondence : …….

5. Contract Form

THIS AGREEMENT made the _____ day of _____*[mm]* 20_____ between *[name of Purchaser]* of *[country 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 in *Cedis]* (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) the Tender Form and the Price Schedule submitted by the Tenderer;

(b) the Schedule of Requirements;

(c) the Technical Specifications;

(d) the General Conditions of Contract;

(e) the Special Conditions of Contract;

(f) the Purchaser's Notification of Award; and

(g) Contract Data Sheet *(to be used only when there are corrections to the original price schedule submitted by the supplier).*

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:
Signature:	Signature:
Designation:	Designation:
Seal:	Seal:
Date:	Date:
Witnessed By:	**Witnessed by:**
Name:	Name:
Signature:	Signature:
Designation:	Designation:
Date:	Date:

6. Manufacturer's Authorization Form

Date:

To: *[name of the Purchaser]*

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

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

We hereby extend our full guarantee and warranty as per Clause 15 of the General Conditions of Contract for the goods offered for supply by the above firm against this Invitation for Tenders.

_____

[signature for and on behalf of Manufacturer]

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

7. 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 there under 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/ Non-financial]

_____
[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 there under 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]

Section VIII. List of Eligible Source Countries

[If it is not necessary to enlist the eligible source countries please do not incorporate this section in the Tender document]