# GHANA GRID COMPANY LTD.

# SUPPLY OF RAG COTON BALE

## RFQ No: RFQ2600571

Ghana Grid Company LTD.
Procurement Department
P. O. Box CS 7979
Tema-Ghana

October, 2026

Backbone to Power Delivery

Ghana Grid Company LTD.
P. O. Box CS 7979, Tema, Ghana
Digital Address: GK-0208-2247

Our Ref: 110/001/5352

Your Ref:

October 22, 2026

**TO: ALL TENDERERS**

Dear Sir/Madam,

**SUPPLY OF RAG COTTON BALE 25KG - RFQ No: RFQ2600571**

1. The Ghana Grid Company LTD. (GRIDCo) intends to apply part of its Internally Generated Funds (IGF) to fund eligible payments for the Supply of Rag Cotton Bale 25kg.

2. This Request for Quotation is issued by GRIDCo for the Supply of Rag Cotton Bale 25kg to be delivered at the GRIDCo Central Warehouse, Tema as per the Scope of Supply below:

| ITEM NO. | ITEM DESCRIPTION | QUANTITY | UNIT |
|---|---|---|---|
| 1. | **Supply of Rag Cotton Bale 25kg** | 10 | EA |

3. Ghana Grid Company LTD. invites you to submit tender via GHANEPS (https:/www.ghaneps.gov.gh)for the Supply of Rag Coton Bale 25kg as per the Price Schedule and Technical Specification indicated in this Request for Quotation Document which will be delivered within two (2) calendar weeks of the Contract Effectiveness Date.

4. Tendering will be conducted through the Request for Quotation procedure specified in the Public Procurement Act, 2003, (Act 663) as amended, and in accordance with the Guidelines of the Public Procurement Authority of the Republic of Ghana.

5. Tenderers are to submit a Tender for the item. The Procurement Entity will evaluate and compare only the Tenders determined to be substantially responsive. The Contract will be awarded to Tenderer with the most economically advantageous price.

6. It is mandatory that Tenderers submit with their tender the following Statutory Documents:
   - Valid Registration Certificate from PPA
   - Valid Tax Clearance Certificate
   - Certificate of Incorporation
   - Form 3

7. **Clarification of Quotation Document**

   a. Any clarification of the Request for Quotation should be brought to the attention of the Ghana Grid Company LTD. Via GHANEPS (https:/www.ghaneps.gov.gh).

b. GRIDCo will, within two (2) working days after receiving the request for clarification, respond to any request for clarification received no later than 4 days prior to the deadline for submission of Quotation.

c. Should GRIDCo deem it necessary to amend the Request for Quotation as a result of a clarification, it shall do so GHANEPS (https:/www.ghaneps.gov.gh). .

8. **Address for Clarifications**
Clarification and other Information can be obtained from:

The Chief Executive
Ghana Grid Company LTD.
P.O. Box CS 7979
Tema
Tel: +233 24 397 9107

copy :Director, Procurement

Email procure@gridcogh.com copied to gridcoprocurement@gridcogh.com

9. **Prices**
Prices shall be quoted in the Ghana Cedis (GHS).

10. **Payment Milestone**:
Payment would be made within thirty (30) days after delivery, inspection and acceptance by GRIDCo.

11. **Payment Mode**:
By Bank Transfer into Supplier Account. Account details shall be provided on the Supplier's Invoice to be submitted for payment.

12. **Commencement Effectiveness and Commencement Date**
The conditions precedent to Contract Effectiveness are as follows:

- Signing of the Letter of Acceptance by both the Employer and the Contractor.
- The date of Contract Effectiveness shall be the latest date when the above conditions are fulfilled. Both parties shall work together for the timely fulfilment of these conditions.

13. **Warranty Period**
The warranty shall remain valid for (12) months after the goods, or any portion thereof as the case may be, have been delivered to the final destination indicated in the Contract.

14. **Validity**
Your Quotation should be valid for a period of ninety (90) days from the date of the deadline for submission of your Quotation.

15. **Amendment of Quotation Documents**

a. Before the deadline for submission of Quotation, GRIDCo, for any reason, whether at its own initiative or in response to a clarification requested by the Vendor, may modify the Quotation Document by issuing addenda.

b. Any addendum including the notice of any extension of the deadline shall be part of the Request for Quotation and shall be communicated GHANEPS

(https:/www.ghaneps.gov.gh) providing a record of the content of communication to all who have been issued the Request for Quotation directly from GRIDCo.

c. In order to allow the Vendor reasonable time in which to take an addendum into account in preparing their Quotations, GRIDCo at its discretion may extend the deadline for submission of Quotations.

16. **Employer's Right to Accept Any Quotation, and to Reject Any or All Quotations**
The Purchaser reserves the right to accept or reject any Tender, and to annul the Tendering process and reject all Tenders at any time prior to Contract award, without thereby incurring any liability to Tenderer(s) or any obligation to inform the affected Tenderer or Tender of the grounds for the Employer's action. In case of annulment, all
Tenders submitted shall be promptly returned to the Tenderers.

Attached to this Invitation are the Detailed Technical Specifications, Schedule of Guaranteed Characteristics, Price Schedule, Quotation Form, and Quotation Securing Declaration Form to be duly completed and attached for submission GHANEPS (https:/www.ghaneps.gov.gh)..

17. **Purchaser's Right to Vary Quantities at Time of Award**: The Purchaser reserves the right at the time of award of Contract to increase or decrease by twenty percent (20%) of the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit prices or other terms and conditions.

Yours faithfully,

Ing. Frank A. Otchere
**CHIEF EXECUTIVE**

**Encl.**

## 2.0 *DELIVERY SCHEDULE*

| Line Item N° | Description of Goods | Qty | Unit of Measure | Final (Delivery Point) Destination | | * Delivery (as per Incoterms) Date | |
|---|---|---|---|---|---|---|---|
| | | | | | Earlier Delivery Date *(after contract effectiveness date)* | Latest Delivery Date *(after contract effectiveness date)* | Vendor's offered Delivery date [*to be provided by the Tenderer*] |
| *1* | **SUPPLY OF RAG COTTON BALE 25KG** | 10 | EA | **GRIDCo Central Warehouse-Tema** | 2 weeks | 4 weeks | |

*The stipulated final delivery dates are indicated. Tenderer can, however, propose delivery dates beyond the final delivery date of two (2) weeks up to a maximum of four (4) weeks and this will be evaluated accordingly.*

*NB: GRIDCo reserves the right to terminate the Contract in the event that the delivery of the goods is delayed by 4 weeks after the Contractual Delivery Period.*

**2.1 Price Schedule: Goods Manufactured Outside the Purchaser's Country, to be Imported**

| **SUPPLY OF COPPER CABLE** | | | | | | | | Date:_____<br>RfQ No: 2600 | |
|---|---|---|---|---|---|---|---|---|---|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| **Line Item N°** | **Description of Goods** | **Country of Origin** | **Delivery Date (DDP)** | **Quantity** | **Unit Price (CIF)** | **Price per line item for inland transportation and other services in Ghana to convey the Goods to their final destination (GRIDCo CWH, Tema)** | **Total (CIF) (Col. 5x6x7)** | **VAT, NHIL and GETFund (20%)** | **Total Price (DDP) per Line item (Col. 8+9)** |
| *1* | **SUPPLY OF RAG COTTON BALE 25KG** | | *Within 4 weeks after the Contract Award* | 10 | | | | | |
| | | | | | | | | ***TOTAL PRICE*** | |

**TECHNICAL REQUIREMENTS**



# NOTE

**TENDERERS SHOULD SUBMIT WITH THEIR TENDERS DETAILED LITERATURE, BROCHURES, CATALOGUES OF THE GOODS THEY INTEND TO SUPPLY. FAILURE TO PROVIDE THESE SHALL RESULT IN THE REJECTION OF THE TENDERS.**

**THE PURCHASER RESERVES THE RIGHT TO REQUEST THE SUPPLIER TO SUBMIT SAMPLES FOR INSPECTION PRIOR TO CONTRACT AWARD.**

**APPENDIX 1**

**QUOTATION FORM**

Ref. Letter: **RFQ2600571**

Supplier: ……………………………………

Address……………………………………………

……………………………………………

The Chief Executive
Ghana Grid Company LTD.
P.O. Box CS 7979
Tema

Dear Sir,

**SUPPLY OF RAG COTTON BALE 25KG**

1. Having examined the Technical Specifications, Schedule of Guaranteed Characteristics and Price Schedule for the above-mentioned goods and having obtained all requisite information affecting these Quotations, I/We the undersigned hereby offer to the goods in conformity with the said Technical Specifications at a Contract Sum (*in words and figures)*…………………………………………………………………………
………………………………………………………………………………………………
………………………………………………………………………………………………

2. I/We undertake, if this Quotation, is accepted, to complete and deliver the whole of the Goods comprised in the Contract within a total period of …………………… weeks from the date of contract effectiveness and shall forfeit the amount of 0.5% of the Contract Sum for each and every week that the goods shall remain undelivered after the expiration of the aforementioned period as Liquidated and Ascertained Damages and not as a penalty.

3. The Expiration Date (or Validity) for this Quotation is…………………………………

4. Unless and until an Agreement is prepared and executed, this Quotation, together with your written acceptance thereof, shall constitute a binding Contract between us.

5. I/We declare that we have complied fully with the Instructions to Persons submitting Quotations, annexed hereto and accept all the terms thereof without reservation.

6. I/We understand that you are not bound to accept the lowest or any Quotations, you may receive and will not assign any reason for the rejection of any tender.

Yours truly,

Signed ………………………………………………

For and on behalf of:

Name of firm & Stamped: .....

Address: .....

Dated this ..... Day of .....

*APPENDIX 2*

## QUOTATION-SECURING DECLARATION FORM

Date: .....

RFQ No.: .....

To: .....

**SUPPLY OF RAG COTTON BALE 25KG**

We, the undersigned, declare that:

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

We accept that we will automatically be suspended from being eligible for bidding in any contract with the Client for the period of time of **12 months** starting on **November 2, 2026**, if we are in breach of our obligation(s) under the Quotation conditions, because we:

(a) have withdrawn our Quotation during the period of Quotation validity specified in the Quotation Form; or

(b) having been notified of the acceptance of our Quotation by the Client during the period of Quotation validity, fail or refuse to execute the Contract, if required,

(c) having been awarded the Contract for the quoted price and agreed completion period, have fail to execute in accordance with the Contract Agreement leading to termination of contract in accordance with the terms of the agreement.

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

Signed: .....

In the capacity of .....

Name: .....

Duly authorized to sign the Quotation for and on behalf of: .....

Dated on ..... day of ..... , .....

Corporate Seal

*APPENDIX 3*

*GENERAL CONDITIONS OF CONTRACT*

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| **1. Definitions** | 1.1 In this contract, the following terms shall be interpreted as indicated:<br>a. "The Contract" means the agreement entered into between the Purchaser and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;<br>b. "The Contract Price" means the price payable to the Supplier under the contract for the full and proper performance of its contractual obligation;<br>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;<br>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.<br>e. "The Purchaser" means the Procurement Entity of the Republic of Ghana purchasing the goods.<br>f. "The Supplier" means the individual or organization supplying the goods and services under this contract.<br>g. "The Purchaser's Country" is Ghana.<br>h. "The Delivery Site" where applicable, means the place or places where supply of goods are to be delivered and performance of services are to be completed.<br>i. "Day" means calendar day.<br>j. "Public funds" include:<br>(i) funds from government budget, Metropolitan Assembly budgets, Municipal Assembly budgets or District Assembly budgets;<br>(ii)funds from government Foundations;<br>(iii)funds from government Trust Funds;<br>(iv)funds from domestic loans and foreign loans taken or guaranteed by government;<br>(v)funds from state foreign aid;<br>(vi) revenue received from the economic activity of state or local government agencies or other legal persons in public law financed from the Government budget, Metropolitan Assembly budgets, District Assembly budgets or Government foundations; |
| **2. Application** | 2.1These 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.<br>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 |

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| | substantially different in basic characteristics or in purpose or utility from its components.<br><br>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.<br><br>4.2 Wherever reference is made in the Technical Specifications to specific standards and codes to be met by the goods and materials to be furnished or tested, the provisions of the latest current edition or revision of the relevant shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national or relate to a particular country or region, other authoritative standards that ensure substantial equivalence to the standards and codes specified will be acceptable. |
| **5. Use of Contract Documents and Information** | 5.1 The Supplier shall not, without the Purchaser's prior **and** 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.<br><br>5.2 The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in sub-clause 5.1 except for purposes of performing the Contract.<br><br>5.3 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. 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.<br><br>7.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.<br><br>7.3 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the Purchaser and shall be in the form of an unconditional bank guarantee issued by a bank in Ghana acceptable to the Purchaser and in the form provided in the Tender Documents or another form acceptable to the Purchaser. |

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| | 7.4 The performance security will be discharged by the Purchaser and returned to the Supplier not later than 28 days after expiry of one year of warranty period following the date of issue of the certificate of final acceptance of equipment and 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.<br><br>8.2 The inspections and tests may be conducted on the premises of the Supplier or its sub-Supplier(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the Supplier or its sub-Suppliers(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.<br><br>8.3 Should any inspected or tested Goods fail to conform to the Specifications, the Purchaser may reject the Goods, and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Purchaser.<br><br>8.4 The Purchaser's right to inspect, test and, where necessary, reject the goods after the goods' arrival in the Purchaser's country shall in no way be limited or waived by reason of the goods having previously been inspected, tested and passed by the Purchaser or its Representative prior to the goods' shipment from the country of origin.<br><br>8.5 Nothing in GCC Clause 8 shall in any way release the Supplier from any warranty or other obligations under this Contract.<br><br>8.6 A Certificate of Acceptance shall be issued by the Purchaser after necessary inspection and tests of the Goods supplied as specified in SCC.<br>1 |
| **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.<br><br>9.2 The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, as specified in the 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 |

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| | of shipping and/or other documents to be furnished by the supplier are specified in the SCC.<br><br>10.2 For purposes of the Contract, "FOB," "C&F," "CIF", "CIP", "EXW" and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of the International Rules for the Interpretation of the Trade Terms (INCOTERMS)[2] published by the International Chamber of Commerce (ICC), Paris.<br><br>10.3 Documents to be submitted by the Supplier are specified in the SCC. |
| **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.<br><br>11.2 Where delivery of the goods is required by the Purchaser on a CIF or CIP basis, the Supplier shall arrange and pay for marine insurance, naming the Purchaser as the beneficiary. Where delivery is on an FOB or C&F basis, marine insurance shall be the responsibility of the Purchaser. |
| **12. Transportation** | 12.1 Where the Supplier is required under the Contract to deliver the goods FOB, transport of the goods, up to and including the point of putting the goods on board the vessel at the specified port of loading, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.<br><br>12.2 Where the Supplier is required under the Contract to deliver the goods C&F, CIP or CIF or to a specified destination within the 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.<br><br>12.3 Where the Supplier is required to effect delivery under any other terms, the Supplier shall be required to meet all transport and storage expenses until delivery.<br><br>12.4 In all of the above cases, transportation of the goods after delivery shall be the responsibility of the Purchaser.<br><br>12.5 Where the Supplier is required under the Contract to deliver the goods CIF or CIP or C&F, no further restriction shall be placed on the choice of the ocean carrier. Where the Supplier is required under the Contract (i) to deliver the goods FOB, and (ii) to arrange on behalf and at the expense of the Purchaser for ocean transportation on specified conference vessels or on national flag carriers of the Purchaser's country, the Supplier may arrange for such transportation on alternative carriers if the specified conference vessels or national flag carriers are not available to transport the goods within the time period(s) specified in the Contract |
| **13. Incidental Services** | 13.1 The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:<br>a. performance or supervision of on-site assembly and/or startup of the supplied Goods; |

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| | b. furnishing of tools required for assembly and/or maintenance of the supplied Goods;<br>c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;<br><br>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<br><br>e. training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods. |
| **14. Spare Parts** | 14.1 As specified in the 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:<br><br>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;<br>and<br><br>b. in the event of termination of production of the spare parts:<br><br>i. advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and<br>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.<br><br>15.2 The warranty shall remain valid for (12) months after the goods, or any portion thereof as the case may be, have been delivered to the final destination indicated in the Contract and installed and commissioned to the satisfaction of the Purchaser.<br><br>15.3 The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty. |

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| | 15.4 Upon receipt of such notice, the Supplier shall, within the period as specified in SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the Purchaser other than, where applicable, the cost of inland delivery of the repaired or replaced Goods or parts from EXW or to the final destination.<br><br>15.5 If the Supplier, having been notified, fails to take remedial action within forty-two (42) days from date of receipt of notice, the Purchaser may proceed to take such action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract. |
| **16. Payment** | 16.1 The method and conditions of payment to be made to the Supplier under the Contract shall be specified in the SCC<br><br>16.2 The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to GCC Clause 10, and upon fulfilment of other obligations stipulated in the Contract.<br><br>16.3 Payments shall be made promptly by the Purchaser, but in no case later than twenty-eight (28) days after (i) the acceptance of an Invoice or claim by the Purchaser or (ii) as agreed by the parties.<br><br>16.4 The Purchaser shall pay to the Supplier interest on any outstanding amount at the prevailing interbank rate where the Purchaser has received an accepted invoice or certificate from the Supplier but has failed to make payment within the number of days stated in the Data Sheet and where such period is not stated, payment remains outstanding for more than twenty-eight (28) days after the agreed due date. |
| **17. Prices** | 17.1 Prices charged by the Supplier for goods and services delivered and services performed under the Contract shall not vary from the prices quoted by the Supplier in its Tender, with the exception of any price adjustments authorised in the SCC 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:<br><br>a. drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;<br><br>b. the method of shipment or packing;<br><br>c. the place of delivery; and/or<br><br>d. the Services to be provided by the Supplier.<br><br>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 |

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| | 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.<br><br>21.2 Subcontracts must comply with the provisions of GCC Clause 3. |
| **22.Delays in the Supplier's Performance** | 22.1 Delivery of the goods and performance of services shall be made by the Supplier in accordance with the time schedule specified by the Purchaser in the Schedule of Requirements.<br><br>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.<br><br>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:<br>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<br>b. if the Supplier fails to perform any other obligation(s) under the Contract.<br><br>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 |

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| | 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.<br><br>24.3 Termination for Corrupt or Fraudulent Practices<br><br>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.<br><br>For the purpose of this clause:<br><br>"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<br><br>"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; |
| **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 foreseeable.<br><br>25.2 If, at any time during the existence of the Contract, either party is unable to perform in whole or part any obligation under this Contract because of such events which include, but are not restricted to, acts of God, acts of Government in its sovereign capacity, war, revolutions, hostility, civil commotions, strikes, fires, floods, epidemics, quarantine restrictions, freight embargoes, explosions, then the date of fulfillment of Contract shall be postponed during the period when such circumstances are operative.<br><br>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.<br><br>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.<br><br>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.<br><br>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. |

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| | 25.7 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure 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.<br><br>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:<br><br>a. to have any portion completed and delivered at the Contract terms and prices; and/or<br>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.<br><br>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 SCC |

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| | 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. |

*APPENDIX 4*

***SPECIAL CONDITIONS OF CONTRACT***

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

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| **1. Definitions (GCC Clause 1)** | 1.1a. The Purchaser is: **GHANA GRID COMPANY LTD.**<br><br>The Purchaser's Representative is:<br><br>The Chief Executive<br>Ghana Grid Company LTD.<br>P. O. Box CS 7979,<br>Tema.<br><br>Attn: **Ing. Frank A. Otchere**<br><br>The Project Manager is:<br><br>The Director<br>Procurement Department<br>Ghana Grid Company LTD.<br>P. O. Box CS 7979,<br>Tema.<br><br>Attn: **Ing. Nicholina N.N. Yembilah**<br><br>b. The Supplier is……..<br><br>*[Name and Address of Supplier]*<br><br>c. The Delivery site is: **GRIDCo Central Warehouse, Tema** Location: Located about 2km off the Tema-Aflao Highway near Tema Steel Works. |
| **2. Country of Origin (GCC Clause 3)** | 2.1 Any country of the World |
| **3. Performance Security (GCC Clause 7)** | 3.1 The performance security will be as follows: **NOT APPLICABLE**<br><br>i. The amount of performance security as a percentage of the contract price, shall be **30%** in the form of an Insurance Bond issued by an Insurance Company approved by the National Insurance Commission respectively.<br>3.2 The validity of Performance Security shall be thirty-six (36) months after the final delivery 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 fifty (50) 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. |

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| **4. Inspection and Tests (GCC Clause 8)** | 4.1 Inspection and tests prior to shipment of goods at final acceptance are as follows:<br><br>a. The time limit for inspection and tests and the issuance of Certificate of acceptance and/or rejection should be no later than **14** days of the completion of inspection and tests.<br><br>b . The inspections and tests shall be carried out in accordance with the procedures and standards specified in the Technical Specifications<br><br>c. The Inspections and tests shall be conducted at the premises of the Supplier/sub-Supplier, Independent Laboratory and on site. |
| **5.Packing (GCC Clause 9)** | Additional requirement for packing and marking as per GCC Clause 9.2 are as follows:<br><br>**PURCHASER: GHANA GRID COMPANY LTD.**<br>**CONTRACT NAME: SUPPLY OF RAG COTTON BALE 25KG**<br>**SUPPLIER NAME:**<br>**LOT No.:**<br>**PACKAGE NAME:**<br>**No. PER PACKAGE:**<br>**SERIAL NUMBER:**<br>**CODE OF THE ITEM:** |
| **6. Delivery and Documents (GCC Clause 10)** | **1.1.** For Goods Supplied from abroad:<br><br>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<br><br>i. Copies of the Supplier's invoice showing Good's description, quantity, unit price and total amount;<br>ii. Original and *3* copies of the negotiable, clean on board, bill of lading (Consignment note) marked "freight prepaid" and *3* copies of non-negotiable bill of lading (Consignment note);<br>iii. Copies of the packing list identifying contents of each package; Insurance Certificate;<br>iv. Manufacturer's or Supplier's Warranty Certificate;<br>v. Inspection Certificate, issued by the nominated inspection agency, and the supplier's factory inspection report; and<br>vi. Certificate of origin, certified/verified by the manufacturing company in case of Goods manufactured locally.<br><br>6.2 The documents as per clause 6.1 shall be received by the Purchaser at least one week before arrival of Goods at the port or place of arrival and, if not received, the Supplier will be responsible for any consequent expenses.<br><br>6.3 For Goods within the country: Upon delivery of the goods to the transporter, the Supplier shall notify the Purchaser and mail the following documents to the Purchaser: |

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| | i. Copies of the Supplier's invoice showing Goods' description, quantity, unit price and total amount;<br>ii. Delivery note, transport receipt, railway receipt;<br>iii. Manufacturer's or Supplier's Warranty Certificate;<br>iv. Inspection Certificate issued by the nominated inspection agency, and the Supplier's factory inspection report; and<br>v. Certificate of origin.<br><br>6.4 The documents as per sub-clause 6.3 shall be received by the Purchaser before arrival of the goods and, if not received, the Supplier will be responsible for any consequent expenses.<br><br>Responsibility for transportation of the Goods shall be as specified in the Incoterms. |
| **7. Insurance (GCC Clause 11)** | 7.1 The insurance shall be in an amount equal to 110 percent (110%) of the CIP value of the Goods from "Warehouse" to "Warehouse" on "All Risks" basis, including War Risks and Strikes. |
| **8. Incidental (GCC Clause 13)** | 8.1 Incidental services to be provided are: **NOT APPLICABLE** |
| **9. Spare Parts (GCC Clause 14)** | 9.1 Additional spare parts requirements are: **NOT APPLICABLE** |
| **10. Warranty (GCC Clause 15)** | 10.1 In partial modification of the provisions, the warranty period shall be **24 months** from date of acceptance of the Goods. 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:<br><br>a. make such changes, modification, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the contract at its own cost and expense and to carry out further performance tests in accordance with SCC 4.1 or<br><br>b. 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.<br><br>10.2 The period for correction of defects in the warranty period is: 50% time of the delivery schedule of the particular goods.<br><br>10.3 ..... [specify other suitable conditions for *warranty, if necessary]*- **NOT APPLICABLE** |
| **10.3** | The Project Site(s)/Final Destination (s) are:<br><br>**GRIDCo Central Warehouse, Tema** Location: Located about 2km off the Tema-Aflao Highway near Tema Steel Works |
| **11. Payment (GCC Clause 16)** PFMA 2016. Act 912 | GCC 15.1-The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:<br><br>- **Advance Payment**: There **shall** be no Advance Payment |

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| | - Payment shall be made within 30 days after delivery, testing and acceptance by GRIDCo. |
| **12.Prices GCC (Clause 17)** | 12.1 Tender Prices may be adjusted only in the case of Tender Validity extension requested by the Purchaser-**NOT APPLICABLE**<br>12.2 Purchaser shall not entertain Contract Price variation due to the effect of any notification of exchange rate variation of any convertible currency |
| **13.Liquidated Damages (GCC Clause 23)** | 13.1 Applicable rate for the Liquidated damages is: 0.1% per week *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 follows:<br>a. in the case of a dispute between the Purchaser and a Supplier from Ghana, the dispute shall be referred to adjudication/arbitration in accordance with the Alternative Dispute Resolution Act, 2010 (Act 798) of Ghana. |
| **15. Governing Language GCC Clause 29)** | 15.1 The governing Language shall be English. |
| **16. Notices GCC Clause 31)** | For notice purposes, Purchaser and Supplier's address shall be as follows:<br><br>Purchaser's address for notice purposes:<br><br>**The Chief Executive**<br>**Ghana Grid Company LTD.**<br>**Procurement Department**<br>**P. O. Box CS7979, Tema**<br><br>Email: procure@gridcogh.com copied to gridcoprocurement@gridcogh.com.<br><br>Supplier's address for notice purposes:<br><br>.....<br>.....<br>..... |

**Power of Attorney**

**Attachment 1A: Form of Power of Attorney in Respect of Tender Signature (Single Company)**

**REPUBLIC OF GHANA**

**GHANA GRID COMPANY LTD.**

**SUPPLY OF RAG COTTON BALE 25KG**
**FORM OF POWER OF ATTORNEY IN RESPECT OF TENDER SIGNATURE (SINGLE COMPANY)**

_____
(Name of Tenderer)

of _____
(Address)

**TO WHOM IT MAY CONCERN**

**Power of Attorney**

The under-named:

_____
(Name) (Signature)

of _____
(Address)

Born on_____day of _____19_____

and acting as_____ has been duly authorised by Resolution of the Board of Directors of the Tenderer to sign all deeds and documents on

behalf of_____
(Name of Tenderer)

in connection with the Quotation for the Supply of Rag Cotton Bale 25kg

Signed for and on behalf of the Tenderer this _____ day of _____, 20_____

at_____
(Place)

_____ _____
(Signature) (Capacity)

*Please attach the required supporting documentation. Documentation should be properly cross referenced.*

# Section III. Form of Contract

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

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

_____

_____

*[brief description of goods and services]*

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:

a. Tender Form and the Price Schedule submitted by the Supplier;

b. The Schedule of Requirements;

c. The Technical Specifications;

d. The Conditions of Contract; and

e. The Purchaser's Notification of Award.

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

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

5. This Agreement shall not be valid unless;

(a) signing by both parties;

(b) authorization in the form of a Purchase Order (PO) generated from the Ghana Integrated Financial Management Information Systems (GIFMIS) or in a form specified by the Ministry of Finance (MoF) pursuant to the Applicable Law;

(c) the fulfilment of conditions precedent such as the submission of performance bond, if any, that may be required on the part of either party under the Agreement or under the Applicable law.

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.

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