National Schools Inspectorate Authority

TENDER DOCUMENTS

PROVISION OF HOTEL CONFERENCE AND ACCOMMODATION SERVICES

NATIONAL COMPETITIVE TENDER
MoE/NaSIA/2026/TS/002f

National Schools Inspectorate Authority
Accra, Ghana

October 2026

Table Contents

Table Contents i
Section I. Invitation for Sealed Quotation 3
SECTION II: INSTRUCTIONS TO TENDERERS 5
1. Scope of Tender 6
2. Source of Funds 6
3. Eligible Tenderers 7
4. One Tender per Tenderer 10
5. Cost of Tendering 10
6. Site Visit and Pre-Tender meeting 10
B. Tender Documents 12
7. Content of Tender Documents 12
8. Clarification of Tender Documents 13
9. Amendment of Tender Documents 13
C. Preparation of Tenders 14
10. Language of Tender 14
11. Documents Constituting the Tender 14
12. Documents Establishing Eligibility and Qualifications of the Tenderer 14
13. Service Provider's Form of Tender 15
14. Tender Prices 16
15. Tender Currencies 16
16. Tender Validity Period 17
17. Tender Security 17
18. Alternative Tenders by Tenderers 19
19. Format and Signing of Tender 20
D. Submission of Tenders 21
20. Sealing and Marking of Tenders 21
21. Deadline for Sub-mission of Tenders 22
22. Late Tenders 22
23. Modification, Substitution and Withdrawal of Tender 22
E. Opening and Evaluation of Tenders 24
24. Opening of Tenders 24
25. Confidentiality 25
26. Clarification of Tenders 26
27. Preliminary Examination of Tenders 26
28. Examination of Terms and Conditions; Technical Evaluation 29
29. Correction of Errors 29
30. Conversion to Single Currency 30
31. Price Evaluation and Comparison of Tenders 31
32. Margin of Preference 32
33. Determination of the Lowest Evaluated Tender 34

National Schools Inspectorate Authority

34. Post- qualification of Tenderer 34
F. Award of Contract 37
35 Criteria for Award 37
36. Negotiations 37
37. Procurement Entity/Employer's Right to accept any Tender and to Reject any or all Tenders 38
38. Procurement Entity/Employer's Right to Vary Quantities at the Time of Award 38
39. Notification of Award 39
40. Signing of Contract 40
41. Performance Security 40
43. Fraud Corruption, Coercion, Collusion, Fraudulent and Obstruction Practices 41
SECTION III: TENDER DATA SHEET 44
Section IV. Evaluation and Qualification Criteria 48
1. Evaluation (ITT 31.2(f)) 49
2. Qualification 51
Section V. Tender Forms 54
Service Provider's Tender Form 54
Tenderer Information Form 55
Tenderer's JV Members Information Form 56
Qualification Information 57
Method Statement 59
Work Plan 59
Time Schedule 59
Section VI. Eligible Firms/Individuals 60
Section VII. Activity Schedule 61
Requirements Related to Accommodation Services 62
Requirements Related to Meeting Facilities 63
General Security Requirements 64
Communication and Reporting 64
Service Monitoring 65
Section II. Conditions of Contract 66
Section III. Form of Contract 71

National Schools Inspectorate Authority

Section I. Invitation for Sealed Quotation

Name of Procurement Entity: **National Schools Inspectorate Authority**

Address of Procurement Entity:
National Schools Inspectorate Authority,
Armeda St. Yooyi Lane, Roman Ridge, Accra.
[GA-089-1361]

Date of Invitation:

1. The ***National Schools Inspectorate Authority (NaSIA)*** intends to apply part of its development partner's funding to cover eligible payments under the contract for the Provision of Hotel Conference and Accommodation Services for Dissemination of findings and recommendations from the GALOP AF2 school inspections.
2. The ***National Schools Inspectorate Authority*** invites sealed quotations from the eligible registered Hoteliers for the provision of the hospitality services as listed in the table below:

Lot Nº.	DESCRIPTION OF ITEMS	TENDER SECURITY
1	**PROVISION OF HOTEL CONFERENCE AND ACCOMODATION SERVICES FOR DISSEMINATION OF FINDINGS AND RECOMMENDATIONS FROM THE GALOP AF2 SCHOOL INSPECTIONS**	**2% of the total tender price from any recognized bank (Bankers Draft acceptable)**

Tendering will be conducted through the National Competitive Tendering procedures specified in the Public Procurement Act, 2003 (Act 663) as amended and in the Guidelines of the Public Procurement Authority of the Republic of Ghana.

3. Interested eligible Tenderers may obtain further information from the Procurement Unit of the National Schools Inspectorate Authority and inspect the Tender document at the address given below from 8:00 am to 5:00 pm, Monday to Friday.
4. A complete set of Tender documents in English may be purchased by interested Tenderers on the GHANEPS and upon payment of a non-refundable fee of GH¢ 300.00
5. Tenders must be submitted via the Ghana Electronic Procurement System (GHANEPS) at or before 12:00 pm on 23rd November 2026. Tenders shall be valid for a period of thirty (30) days after the deadline for tender submission.
6. All Tenders must be accompanied by a Tender Security of Two percent (2%) of the Tender price from any recognized bank (Banker's Draft acceptable), as stated in the Tender Data Sheet.
7. It is mandatory that Tenderers include in their Tender the underlisted statutory requirements:
   - Valid GRA Tax Clearance Certificate.
   - Valid SSNIT Clearance Certificate.
   - Valid VAT Registration Certificate (if applicable).
   - Valid Business Registration Certificate with up to date renewal receipt.
   - Valid Certificate of Incorporation with up to date renewal receipt.
   - Valid Certificate of Commencement with up to date renewal receipt.

- Valid Registration Certificate from PPA.

In addition, Tenderers shall include the service-specific licences and certificates listed in the Tender Data Sheet (ITT 11.1(h)): Environmental Protection Agency (EPA) Certificate, Ghana Tourism Authority (GTA) Licence, Ghana National Fire Service Certificate, Suitability Health Certificate and a current Food Hygiene Licence.

8. Tenders will be evaluated on the basis of (i) statutory/required documents, (ii) the Technical Proposal and Facilities, and (iii) the Financial Proposal, as set out in Section IV (Evaluation and Qualification Criteria).

Address(es):

The Head, Procurement Unit
National Schools Inspectorate Authority
Armeda St. Yooyi Lane, Roman Ridge, Accra. [GA-089-1361]

Yours faithfully,

Signed
Ing. Prof. Tahiru Salifu Azeko
Inspector General of Schools

SECTION II: INSTRUCTIONS TO TENDERERS

1. Scope of Tender	1.1	The Employer indicated in the **Tender Data Sheet** (TDS), invites Tenders for the provision of Services as specified in the **Tender Data Sheet, Section VI-Performance Specifications** and Drawings; and **Section VII-Activity Schedule.**
	1.2	**The name and identification number of the Contract** is provided in the **Tender Data Sheet.** The name, description and identification number of lots comprising this contract is in the **Tender Data Sheet**. The successful Tenderer will be expected to provide the service(s) within the period stated in the **Tender Data Sheet** from the start date specified in the **Tender Data Sheet.**
2. Source of Funds	2.1	The Government of the Republic of Ghana has set aside sufficient funds for the operations of the Procurement Entity/ Employer named in the **Clause 1.1** above during the Financial Year indicated in the **Tender Data Sheet**. It is intended that part of the proceeds of the funds will be applied to cover eligible payments under the contract for the provision of services as described in **Clause 1.1.**
		Or The Government of the Republic of Ghana through the Employer named in the **Tender Data Sheet** has applied for/received/ intends to apply for a [loan/ credit] grants from the financing institution named in the **Tender Data Sheet** towards the cost of the Project named in the **Tender Data Sheet.** The Republic of Ghana intends to apply a part of the proceeds of this loan/credit to payments under the Contract for the provision of services described in the **Tender Data Sheet**.
	2 .2	Payments will be made directly by the Employer (or by financing institution specified in the **Tender Data Sheet** upon request of the Entity to so pay) and will be subject in all respects to the terms and conditions of the resulting Contract placed by the Employer

3. Eligible Tenderers	3.1	A Tenderer may be natural persons, companies or firms of The Republic of Ghana and/or foreign countries subject to **ITT Clause 3.4**, or any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a joint venture, consortium, or association. In the case of a joint venture, consortium, or association, all members shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms. The joint venture, consortium, or association shall nominate a Lead Member who shall have the authority to conduct all business for and on behalf of any and all the members of the joint venture, consortium, or association during the tendering process and, in the event the joint venture, consortium, or association is awarded the Contract, during contract execution. Unless specified in the Tender Data Sheet, there is no limit on the number of members in a joint venture, consortium, or association.
	3.2	The Lead Member shall at the time of contract award confirm the appointment by submission of a Power of Attorney to the Employer.
	3.3	Any Tender from a joint venture, consortium or association shall indicate the part of proposed contract to be performed by each party and each party shall be evaluated or post qualified with respect to its contribution only and the responsibilities of each party and shall not be substantially altered without prior written approval of the Procurement Entity/Employer.
	3.4	The invitation for Tenders is open to all service providers as defined in the **Public Procurement Act 2003, Act 663**, as amended except as provided hereinafter.
	3.5	All Tenderers shall satisfy all relevant licensing, registration and tax requirements with the appropriate statutory bodies in The Republic of Ghana. Foreign Tenderers are exempted from this requirement but where selected as having submitted the lowest evaluated Tender the successful Tenderer shall register with the appropriate statutory body and shall be required to submit evidence of tax obligations and registration as an approved Service Provider in The Republic of Ghana before signing the Contract.

	3.6	A Tenderer shall not have a conflict of interest. All Tenderers found to be in conflict of interest shall be disqualified. A Tenderer may be considered to have a conflict of interest with one or more parties in this tendering process, if they:	
		a)	Are 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 Procurement Entity/Employer to provide consulting services for the preparation of the design, specifications and other documents to be used for the procurement of the technical services to be procured under this Invitation for Tenders.
		b)	have controlling shareholders in common; or
		c)	receive or have received any direct or indirect subsidy from any of them; or
		d)	have the same legal representative for purposes of this Tender; or
		e)	have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Tender of another Tenderer, or influence the decisions of the Procurement Entity/Employer regarding this tendering process; or
		f)	submit more than one Tender in this tendering process. However, this does not limit the participation of sub-Contractors in more than one Tender, or as Tenderers and sub-Contractors simultaneously; or
		g)	participated as a consultant in the preparation of the design or technical specifications of the services that are the subject of the Tender.
	3.7	A Tenderer may be ineligible if:	
		a)	the Tenderer is declared bankrupt or, in the case of company or firm, insolvent

		b)	payments in favour of the Tenderer is suspended in accordance with the judgment of a court of law other than a judgment declaring bankruptcy and resulting, in accordance with the national laws, in the total or partial loss of the right to administer and dispose of its property;
		c)	legal proceedings are instituted against such Tenderer involving an order suspending payments and which may result, in accordance with the national laws, in a declaration of bankruptcy or in any other situation entailing the total or partial loss of the right to administer and dispose of the property;
		d)	the Tenderer is convicted, by a final judgment, of any offence involving professional conduct;
		e)	The tenderer is debarred and blacklisted in accordance with Section 22(1)(e) and Section 93 (2) of Act 663 as amended, from participating in public procurement for corrupt, coercive, collusive, fraudulent or obstructive practices, Tender breach of a procurement contract, making false representation about his qualifications during tender proceeding or other grounds as may be deemed necessary by the Authority; the company or firm is found guilty of serious misrepresentation with regard to information required for participation in an invitation to tender or to submit proposals.
	3.8	Tenderers shall provide to the Procurement Entity/Employer evidence of their eligibility, proof of compliance with the necessary legal, professional, technical, environmental and financial requirements and their capability and, adequacy of resources to carry out the contract effectively.	
	3.9	Tenderers shall provide such evidence of their continued eligibility satisfactory to the Procurement Entity/Employer, as the Procurement Entity/Employer shall reasonably request.	

	3.10	Tenderers shall submit proposals relating to the nature, conditions and modalities of sub-contracting wherever the sub-contracting of any elements of the contract amounting to more than ten percent of the tender price is envisaged.
4. One Tender per Tenderer	4.1	A firm shall submit only one Tender, in the same tendering process, either individually as a Tenderer or as a partner in a joint venture. No firm can be a sub-Contractor while submitting a Tender individually or as a partner of a joint venture in the same tendering process. A firm, if acting in the capacity of sub-Contractor in any Tender, may participate in more than one Tender but only in that capacity. A Tenderer who submits or participates in more than one Tender (other than as a sub-Contractor or in cases of alternatives that have been permitted or requested) will cause all the proposals in which the Tenderer has participated to be disqualified.
5. Cost of Tendering	5.1	The Tenderer shall bear all costs associated with the preparation and submission of its Tender, and the Procurement Entity/Employer will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
6. Site Visit and Pre-Tender meeting	6.1	The Tenderer, at the Tenderer's own responsibility and risk, is advised to visit and examine the site on which service(s) are to be provided and obtain for itself all information that may be necessary for preparing the Tender and entering into a Contract for provision of the service(s). The costs of visiting the Site shall be at the Tenderer's own expense.
	6.2	The Procurement Entity/Employer may conduct a site visit and a pre- tender meeting whose purpose shall be to clarify issues and to answer questions on any matter that may be raised at that stage.
	6.3	The Tenderer's designated representative is invited to attend site visit and a pre-Tender meeting which, if convened, will take place at the venue and time stipulated in the **Tender Data Sheet.**

	6.4	The Tenderer is requested as far as possible, to submit any questions in writing or in electronic forms that provide record of the content of communication, to reach the Procurement Entity/Employer before the pre-Tender meeting. It may not be practicable at the meeting to answer all questions received late, but questions and responses will be transmitted in accordance with **ITT Clause 6.5**.
	6.5	Minutes of the pre-Tender meeting, including the text of the questions raised and the responses given together with any responses prepared after the pre-Tender meeting will be transmitted within five (5) days to all purchasers of the Tender Documents. Any modification of the Tender Documents listed in **ITT Clause 23.1** that may become necessary as a result of the pre-tender meeting shall be made by the Procurement Entity/Employer exclusively through the issue of an Addendum pursuant to **ITT Clause 9** and not through the minutes of the pre-Tender meeting.
	6.6	Non-attendance during the site visit or pre-tender meeting will not be a cause for disqualification of a Tenderer.

B. Tender Documents		
7. Content of Tender Documents	7.1	The services to be provided, tendering procedures and contract terms are prescribed in the Tender Documents. In addition to the **Section I: Invitation for Tenders** the Tender Documents which shall be read in conjunction with any addenda issued in accordance with **ITT Clause 9** include:
		Section II. Instructions to Tenderers Section III. Tender Data Sheet Section IV. General Conditions of Contract (GCC) Section V. Special Conditions of Contract (SCC) Section VI. Performance Specifications and Drawings (if applicable) Section VII. Activity Schedule Section VIII. Tender Forms Service Provider's Form of Tender Forms of Qualification Information Letter of Acceptance Contract Form Section IX. Form of Security Tender Security Performance Bank Guarantee Bank Guarantee for Advance payment
	7.2	The number of copies of Tenders to be completed and submitted is specified in the Tender Data Sheet
	7.3	The Invitation for Tenders (Section I) issued by the Procurement Entity/Employer does not form part of the Tender Documents and is included as reference only. In case of discrepancies between the Invitation for Tender and the Tender Documents listed in **ITT Clause 7.1** above, said Tender Documents will take precedence.
	7.4	The Procurement Entity/Employer is not responsible for the completeness of the Tender Documents and their addenda, if they were not obtained directly from the Procurement Entity/Employer.

	7.5	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 to submit 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.
8. Clarification of Tender Documents	8.1	A prospective Tenderer requiring any clarification of the Tender Documents may notify the Procurement Entity/Employer in writing or in electronic forms that provide record of the content of communication at the Procurement Entity/Employer's address indicated in the **Tender Data Sheet** prior to the deadline for the submission of Tenders prescribed in **ITT Clause 21.1**
	8.2	The Procurement Entity/Employer will, within five (5) working days after receiving the request for clarification respond to any request for clarification received no later than fourteen (14) days prior to the deadline for submission of Tenders and in the case of non-competitive methods, five (5) days prior to the deadline.
	8.3	Copies of the Procurement Entity/Employer's response will be forwarded to all Purchasers of the Tender Documents, including a description of the inquiry, but without identifying its source.
	8.4	Shall the Procurement Entity/Employer deem it necessary to amend the Tender Documents as a result of a clarification, it shall do so following the procedure under **ITT Clause 9**.
9. Amendment of Tender Documents	9.1	Before the deadline for submission of Tenders, the Procurement Entity/Employer for any reason, whether at its own initiative or in response to a clarification requested by a prospective Tenderer, may modify the Tender Documents by issuing addenda.
	9.2	Any addendum including the notice of any extension of the deadline shall be part of the Tender Documents pursuant to **ITT Clause 7.1** and shall be communicated in writing or in electronic forms that provide record of the content of communication to all who have obtained the Tender Documents directly from the Procurement Entity/Employer. Prospective Tenderers shall acknowledge receipt of each addendum in writing or in electronic forms that provide record of the content of communication.
	9.3	In order to allow prospective Tenderers reasonable time in which to take an addendum into account in preparing their Tenders, the Procurement Entity/Employer at its discretion may extend the deadline for submission of Tenders, in accordance with **Clause 21.2**.

C. Preparation of Tenders			
10. Language of Tender	10.1	The Tender, prepared by the Tenderer as well as all correspondence and documents related to the Tender exchanged by the Tenderer and the Procurement Entity/Employer, supporting documents and printed literature furnished by the Tender shall be in English, the official language of the Republic of Ghana.	
11. Documents Constituting the Tender		The Tender prepared by the Tenderer shall constitute the following components:	
		a)	The Form of Tender (in the format provided in Section VIII);
		b)	Information requested by **ITT Clauses 12.3; 12.4** and **12.5;**
		c)	Tender Security in accordance with **ITT Clause 17;**
		d)	Priced Activity Schedule;
		e)	Forms of Qualification Information (in the format provided in Section VIII) and Documents;
		f)	Alternative offers where invited in accordance with **ITT Clause 18;**
		g)	Written Power of Attorney authorizing the signatory of the Tender to commit the Tenderer in accordance with **ITT Clause 19**.
		h)	any other document required in the **Tender Data Sheet.**
12. Documents Establishing Eligibility and Qualifications of the Tenderer	12.1	Pursuant to **ITT Clause 11**, 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.	
	12.2	If the Procurement Entity/Employer has not undertaken pre-qualification of potential Tenderers, all Tenderers shall submit information and documents with their Tenders in **Section V–Tender Forms–Form of Qualification Information**.	
	12.3	To qualify for award of the Contract, Tenderers shall meet the qualifying criteria stated in **Section V–Forms of Tender-Form of Qualification Information**.	

	12.4	The figures for each of the partners of a joint venture shall be added together to determine the Tenderer's compliance with the minimum qualifying criteria however, for a joint venture to qualify, its partners must meet at least 25 percentages of minimum criteria on Average Annual Turnover, Experience and Financial Capability (liquid assets, unencumbered real assets, line of credits and other financial means) for an individual Tenderer and the partner in charge at least 40 percent to those minimum criteria. Failure to comply with this requirement will result in rejection of the joint venture's Tender. Sub-Contractors' experience and resources will not be taken into account in determining the Tenderer's compliance with the qualifying criteria unless otherwise stated in the **Tender Data Sheet**.	
	12.5	Domestic Tenderers and joint-ventures of domestic and foreign Tenderers applying for eligibility for a margin of preference in Tender evaluation shall supply all information to satisfy the criteria for eligibility as described in **ITT Clause 32**	
	12.6	When tendering for more than one Contract broken into lots or packages, the Tenderer must provide evidence that it meets or exceeds the sum of all the individual requirements for the lots being applied for in regard to:-	
		a)	average annual turnover;
		b)	experience;
		c)	financial capabilities, etc.;
		d)	personnel capabilities; and
		e)	Equipment capabilities.
		In case the Tenderer fails to fully meet any of these criteria, it may be qualified only for those lots for which the Tenderer meets the above requirement.	
13. Service Provider's Form of Tender	13.1	The Tenderer shall fill the Service Provider's Form of Tender furnished in the Tender Documents. The Form of Tender must be completed without any alterations to its format and no substitution shall be accepted	

14. Tender Prices	14.1	The Contract shall be for the service(s), as described in sub- Clause 1.1, based on the priced Activity Schedule submitted by the Tenderer.
	14.2	The Tenderer shall fill in rates and prices for all items of the Service(s) described in **Section VIII- Performance Specifications** and listed in **Section VII - Activity Schedule**. Items for which no rate or price is entered by the Tenderer will not be paid for by the Procurement Entity/Employer when executed and shall be deemed covered by the other rates and prices in the Activity Schedule. On the other hand, if the Tenderer introduces new Activity Schedule items not specified in the Tender Documents, the new items, corresponding quantities and prices shall not be accepted, and the Tender may be disqualified as being substantially non-responsive.
	14.3	All duties, taxes, and other levies payable by the service provider under the Contract, or for any other cause, as of the date 28 days prior to the deadline for submission of Tenders, shall be included in the rates, prices, and total Tender price submitted by the Tenderer.
	14.4	The rates and price quoted by the Tenderer shall be subject to adjustment during the performance of the Contract if provided for in the **Tender Data Sheet** and the provisions of **Clause 6.3** of the **General Conditions of Contract**. The Tenderer shall submit with the Tender all the information required under the **Tender Data Sheet** and **Clause 6.3** of the **General Conditions of Contract.**
15. Tender Currencies	15.1	The price shall be quoted by the Tenderer separately in the following currencies
		a) for those inputs to the Services which the Tenderer expects to provide from within The Republic of Ghana, the prices shall be quoted in Ghana Cedi (GHS), unless otherwise specified in the **Tender Data Sheet**; and
		b) for those inputs to the Services which the Tenderer expects to provide from outside The Republic of Ghana, the prices shall be quoted in any freely convertible currency.
	15.2	Tenderers shall indicate details of their expected foreign currency requirements in the Tender.

	15.3	Tenderers may be required by the Procurement Entity/Employer to clarify their foreign currency requirements and to substantiate that the amounts included in Lump Sum and in the Special Conditions of Contract are reasonable and responsive to **ITT sub-Clause 15.1.**
16. Tender Validity Period	16.1	Tenders shall remain valid for the period specified in the **Tender Data Sheet** after the deadline for Tender submission specified in **ITT Clause 21**. A tender valid for a shorter period shall be rejected by the Procurement Entity/Employer as non- responsive**.**
	16.2	In exceptional circumstances, prior to expiry of the original Tender validity period, the Procurement Entity/Employer may request that the Tenderers extend the period of validity for a specified additional period. The request and the Tenderers' responses shall be made in writing or in electronic forms that provide record of the content of communication. A Tenderer may refuse the request without forfeiting its Tender Security or causing to be executed its Tender Securing Declaration. A Tenderer agreeing to the request will not be required or permitted to otherwise modify the Tender but will be required to extend the validity of its Tender Security or Tender Securing Declaration for the period of the extension, and in compliance with **ITT Clause 21** in all respects.
	16.3	In the case of fixed price contracts, if the award is delayed by a period exceeding sixty (60) days beyond the expiry of the initial Tender validity period, the contract price will be increased by a factor (mutually agreed by the Procurement Entity/Employer and Service Provider) specified in the request for extension. The Tender evaluation shall be based on the Tender price without taking into consideration on the above correction.
17. Tender Security	17.1	Pursuant to **ITT Clause 11**, unless otherwise specified in the **Tender Data Sheet**, the Tenderer shall furnish as part of its Tender, a Tender Security in original form and in the amount and currency specified in the **Tender Data Sheet** as specified in the **Tender Data Sheet** and in the format provided in **Section V.**

	17.2	The Tender Security is required to protect the Procurement Entity/Employer against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to **ITT Clause 17.9**. denominated in the currency of the Tender or in another freely convertible currency, and shall be in one of the following forms:	
	17.3	The Tender Security shall be;	
		a)	a bank guarantee, an irrevocable letter of credit issued by a reputable bank, or an insurance bond issued by a reputable insurance firm in the form provided in the Tender Documents or another form acceptable to the Procurement Entity/Employer and valid for twenty-eight (28) days beyond the end of the validity of the Tender. This shall also apply if the period for Tender validity is extended. In either case, the form must include the complete name of the Tenderer; or,
		b)	another security if indicated in the **Tender Data Sheet**.
	17.4	The Tender security shall be in accordance with the Form of the Tender security included in **Section IX** or another form approved by the Procurement Entity/Employer prior to the Tender submission.	
	17.5	The Tender Security shall be payable promptly upon written demand by the Procurement Entity/Employer in case any of the conditions listed in **ITT Clause 17.9** are invoked.	
	17.6	Any Tender not accompanied by a Tender Security in accordance with **ITT Clauses 17.1** and **17.3** shall be rejected by the Procurement Entity/Employer as non-responsive, pursuant to **ITT Clause 27**.	
	17.7	Unsuccessful Tenderers' Tender Security will be discharged or returned as promptly as possible as but not later than fourteen (14) days after the expiration of the period of Tender validity prescribed by the Procurement Entity/Employer pursuant to **ITT Clause 16**.	
	17.8	The successful Tenderer's Tender Security will be discharged upon the Tenderer signing the contract or pursuant to **ITT Clause 40**, and furnishing the Performance Security, pursuant to **ITT Clause 41**.	

	17.9	The Tender Security may be forfeited executed:		
		a)	if the Tenderer:	
			i)	withdraws its Tender during the period of Tender validity specified by the Tenderer on the Service Provider's Form of Tender except as provided for in **ITT Clause 16.2**; or
			ii)	does not accept the correction of its Tender price, pursuant to **ITT Clause 29**; or
		b)	in the case of a successful Tenderer, if the Tenderer fails within the specified time limit to:	
			i)	sign the Contract in accordance with **ITT Clause 40**; or
			ii)	to furnish Performance Security in accordance with **ITT Clause 41**.
	17.10	The Tender Security of a joint venture must be in the name of the joint venture submitting the Tender.		
		Procurement Entity/Employer		
18. Alternative Tenders by Tenderers	18.1	Tenderers shall submit offers that comply with the requirements of the Tender Documents, as indicated in **Section VIII – Performance Specifications** and **Section VII - Activity Schedule**. Alternatives will not be considered, unless specifically allowed for in the **Tender Data Sheet**. If so allowed, **ITT Clauses 18.2** and **18.3** shall govern.		
	18.2	When alternative times for completion are explicitly invited, a statement to that effect will be included in the **Tender Data Sheet** and the method of evaluating different time schedule will be described in Section IV, Evaluation and Qualification Criteria.		

	18.3	When specified **in the Tender Data Sheet**, Tenderers are permitted to submit alternative technical solutions for specified parts of the Services, and such parts will be identified **in the Tender Data Sheet**, as will the method for their evaluating, and described in **Section IV, Procurement Entity/Employer's Requirements**.
19. Format and Signing of Tender	19.1	The Tenderer shall prepare one original of the documents constituting the Tender as described in **ITT Clause 11**, bound with the volume containing the Service Provider's Form of Tender, and clearly marked "**ORIGINAL**". In addition, the Tenderer shall submit copies of the Tender, in the number specified in the **Tender Data Sheet**, and clearly marked as "**COPIES**." In the event of discrepancy between them, the original shall prevail.
	19.2	The original and the copy or copies of the Tender shall be typed or written in indelible ink and shall be signed by the Tenderer or a person or persons duly authorized to sign on behalf of the Tenderer. This authorization shall consist of a written confirmation as specified in the **Tender Data Sheet** and shall be attached to the Tender. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Tender, except for un-amended printed literature, shall be initialled by the person or persons signing the Tender.
	19.3	Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the person signing the Tender.
	19.4	The Tenderer shall furnish information as described in the Service Provider's Form of Tender on commissions or gratuities, if any, paid or to be paid to agents relating to this Tender and to Contract execution if the Tenderer is awarded the Contract.

D. Submission of Tenders			
20. Sealing and Marking of Tenders	20.1	The Tenderer shall seal the original and each copy of the Tender, in separate sealed envelopes, duly marking the envelopes as "**ORIGINAL**" and "**COPY**." These envelopes containing the original and the copies shall then be enclosed in one single plain envelope securely sealed in such a manner that opening and resealing cannot be achieved undetected.	
	20.2	The inner and outer envelopes shall	
		a)	bear the name and address of the Tenderer; Procurement Entity/Employer
		b)	be addressed to the Procurement Entity/Employer in accordance with ITT Sub-Clause 21.1;
		c)	bear the specific identification of this tendering process indicated in ITT 1.1 and any additional identification marks as specified in the **Tender Data Sheet**
		d)	Bear a statement, "DO NOT OPEN BEFORE" the time and date for tender opening, in accordance with ITT Sub-Clause 21.1
	20.3	In addition to the identification required in **Clause 20.2**, the inner envelopes 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 **ITT Clause 22**, and for matching purposes under **ITT Clause 23**.	
	20.4	If all envelopes are not sealed and marked as required by **ITT Clauses 20.1** to **20.3**, the Procurement Entity/Employer shall assume no responsibility for the misplacement or premature opening of the Tender.	
	20.5	If the outer envelope discloses the Tenderer's identity, the Procurement Entity/Employer will not guarantee the anonymity of the Tender submission, but this shall not constitute grounds for rejection of the Tender.	

21. Deadline for Submission of Tenders	21.1	Tenders shall be received by the Procurement Entity/Employer at the address specified in **sub-Clause 20.2 (a)** no later than the date and time specified in the **Tender Data Sheet**.
	21.2	The Procurement Entity/Employer may, in exceptional circumstances and at its discretion, extend the deadline for submission of Tenders by issuing and amending the Tender Documents in accordance with **ITT Clause 9**, in which case all rights and obligations of the Procurement Entity/Employer and the Tenderers previously subject to the original deadline will thereafter be subject to the new deadline.
22. Late Tenders	22.1	The Procurement Entity/Employer shall not consider for evaluation any Tender that arrives after the deadline for submission of Tenders, in accordance with **ITT Clause 21**
	22.2	Any Tender received by the Procurement Entity/Employer after the deadline for submission of Tenders shall be declared late, rejected, and returned unopened to the Tenderer.
23. Modification, Substitution and Withdrawal of Tender	23.1	A Tenderer may modify, substitute or withdraw its Tender after submission provided that written notice of the modification, substitution or withdrawal is received by the Procurement Entity/Employer prior to the deadline for submission.
	23.2	The Tenderer's modification, substitution, and withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with **ITT Clauses 20** and **21**, with the outer and inner envelopes additionally marked "MODIFICATION", "SUBSTITUTION, or "WITHDRAWAL," as appropriate. The notice may also be sent in writing or in electronic forms that provide record of the content of communication but followed by a signed confirmation copy dated not later than the deadline for submission of Tenders.
	23.3	Tenders may only be modified by withdrawal of the original Tender and submission of a replacement Tender in accordance with **Clause 23.1**. Modifications submitted in any other way shall not be taken into account in the evaluation of Tenders.

	23.4	Tenderers may only offer discounts or modify the prices of their Tenders by submitting Tender modifications in accordance with this Clause or included in the original Tender submission.
	23.5	No Tender may be withdrawn, replaced or modified in the interval between the deadline for submission of Tenders and the expiration of the period of Tender validity specified by the Tender on the Service Provider's Form of Tender. Withdrawal of a Tender during this interval shall result in the Tenderer's forfeiture of its Tender Security or execution of the Tender Securing Declaration, pursuant to the **ITT Clause 17.9**.

E. Opening and Evaluation of Tenders		
24. Opening of Tenders	24.1	The Procurement Entity/Employer will open all Tenders, including modifications, substitutions or withdrawal notices made pursuant to **ITT Clause 23**, in public, in the presence of Tenderers or their representatives who choose to attend, and other parties with a legitimate interest in the Tender proceedings, at the place, on the date and at the time specified in the **Tender Data Sheet**. Tenderers' representatives present shall sign a register as proof of their attendance.
	24.2	Envelopes marked "WITHDRAWAL" shall be opened and read out first. Tenders for which an acceptable notice of withdrawal has been submitted pursuant to **ITT Clause 23** shall not be opened but returned to Tenderer. If the withdrawal envelope does not contain a copy of the "Power of Attorney" confirming the signature of a person duly authorized to sign on behalf of the Tenderer, the corresponding Tender will be opened. Subsequently, all envelopes marked "MODIFICATION" shall be opened and the submissions therein read out in appropriate detail. Thereafter, all envelopes marked "SUBSTITUTION" shall be opened and the submissions therein read out in appropriate detail.
	24.3	All other envelopes shall be opened one at a time. The Tenderers' names, the Tender prices, the total amount of each Tender and of any alternative Tender (if alternatives have been requested or permitted), any discounts, the presence or absence of Tender Security, and such other details as specified in the **Tender Data Sheet**, will be announced by the Tender Opening Committee at the opening. One of the Tenderer's representative shall be nominated to verify the information read out.
	24.4	Nonresponsive Tenders or modifications that are not opened and not read out at the Tender opening shall not be considered further for evaluation, irrespective of the circumstances. In particular, any discount offered by a Tenderer which is not read out at tender opening shall not be considered further.

	24.5	Tenderers are advised to send in a representative with the knowledge of the content of the Tender who shall verify the information read out from the submitted documents. Failure to send a representative or to point out any unread information by the sent Tenderer's representative shall indemnify the Procurement Entity/Employer against any claim or failure to read out the correct information contained in the Tenderers Tender.
	24.6	No Tender will be rejected at Tender opening except for late Tenders which will be returned unopened to the Tenderer, pursuant to **ITT Clause 22**.
	24.7	The Procurement Entity/Employer shall prepare minutes of the Tender opening. The record of the Tender opening shall include, as a minimum: the name of the Tenderers and whether or not there is a withdrawal, substitution or modification, the Tender price per Lot if applicable, including any discounts and alternative offers and the presence or absence of a Tender Security.
	24.8	The Tenderers' representatives who are present shall be requested to sign the record. The omission of a Tenderer's signature on the record shall not invalidate the contents and affect the record. A copy of the record shall be distributed to all the Tenderers.
	24.9	A copy of the minutes of the Tender opening shall be furnished to the individual Tenderers.
25. Confidentiality	25.1	Information relating to the examination, clarification, evaluation, and comparison of Tenders and recommendations for the award of a 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.
	25.2	Any effort by a Tenderer to influence the Procurement Entity/Employer's processing of Tenders or award decisions may result in the rejection of its Tender.

	25.3	Notwithstanding **ITT Clause 25.2**, from the time of Tender opening to the time of Contract award, if any Tenderer wishes to contact the Procurement Entity/Employer on any matter related to the tendering process, it shall do so in writing or in electronic forms that provides record of the content of communication.	
26. Clarification of Tenders	26.1	To assist in the examination, evaluation, and comparison of Tenders, and post-qualification of Tenderers, the Procurement Entity/Employer may, at its discretion, ask any Tenderer for clarification of its Tender, including breakdowns of prices in the Activity Schedule. Any clarification submitted by a Tenderer that is not in response to a request by the Procurement Entity/Employer shall not be considered.	
	26.2	The request for clarification and the response shall be in writing or in electronic forms that provide record of the content of communication, but 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 Tender Evaluation Panel in the evaluation of the Tenders in accordance with **ITT Clause 29**.	
27. Preliminary Examination of Tenders	27.1	Prior to the detailed evaluation of Tenders, the Procurement Entity/Employer 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; and
		d)	is substantially responsive to the requirements of the Tender Documents.
		The Procurement Entity/Employer's determination of a Tender's responsiveness will be based on the contents of the Tender itself.	

	27.2	A substantially responsive Tender is one which conforms to all the terms, conditions, and specifications of the Tender Documents, without material deviation or reservation. A material deviation or reservation is one that:	
		a)	affects in any substantial way the scope, quality, or performance of the Service(s); the following shall constitute such material deviations i. failure to sign the Service Providers Tender Form and Priced Activity Schedules by authorised person or persons. ii. inability to meet the critical Completion schedule or— work schedule clearly specified in the tender document, where such schedule is a critical condition with which tenderer must comply; iii. subcontracting in a substantially different amount or manner than that permitted; iv. failure to submit the required Manufacturer Authorization (if applicable) for equipment not manufactured by the Tenderer/Agent.

		b)	a. limits in any substantial way, inconsistent with the Tender Documents, the Procurement Entity/Employer's rights or the Tenderer's obligations under the Contract; material deviations include the following: i. failure to submit documents establishing the Tenderer's eligibility to Tender. ii. failure to submit its qualifications to perform the contract if its Tender is accepted. iii. failure to submit a tender security as specified in the tender document. iv. failure to satisfy the tender validity period v. failure to comply with minimum experience criteria as specified in the tender document; vi. conditional tenders such as conditions in a tender which limit the tenderer's responsibility to accept an award; For example • inability to accept the price adjustment formulae of the tendering documents; • stipulating price adjustment when fixed price tenders were invited;
		c)	if rectified, would affect unfairly the competitive position of other Tenderers presenting substantially responsive Tenders.
	27.3	The Procurement Entity/Employer will confirm that the documents and information specified under **ITT Clause 11** and **ITT Clause 12** have been provided in the Tender. If any of these documents or information is missing or is not provided in accordance with the Instructions to Tenderers, the Tender shall be rejected.	

	27.4	The Procurement Entity/Employer may waive any minor informality, nonconformity or irregularity in a Tender that does not constitute a material deviation, and that does not prejudice or affect the relative ranking of any Tenderer as a result of the technical or price evaluation pursuant to **ITT Clause 28 and 31**.
	27.5	If a Tender is not substantially responsive, it will be rejected by the Procurement Entity/Employer and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.
28. Examination of Terms and Conditions; Technical Evaluation	28.1	The Procurement Entity/Employer shall examine the Tender to confirm that all terms and conditions specified in the General Conditions of Contract and the Special Conditions of Contract have been accepted by the Tenderer without any material deviation or reservation.
	28.2	The Procurement Entity/Employer shall evaluate the technical aspects of the Tender submitted to confirm that all requirements specified in **Section VIII–Performance Specifications and Drawings** of the Tender Documents have been met without material deviation or reservation.
	28.3	If after the examination of the terms and conditions and the technical evaluation, the Procurement Entity/Employer determines that the Tender is not substantially responsive in accordance with **ITT Clause 27**, it shall reject the Tender.
29. Correction of Errors	29.1	Tenders determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected by the evaluation committee as follows:

		a)	if there is a discrepancy between unit prices 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, unless in the opinion of the Procurement Entity/Employer there is an obvious misplacement of the decimal point in the unit price, in which the total price as quoted shall govern and the unit price shall be corrected;
		b)	if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail, and the total shall be corrected; and
		c)	Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.
	29.2	The amount stated in the Tender will be adjusted in accordance with the above procedure for the correction of errors and, with the concurrence of the Tenderer, shall be considered as binding upon the Tenderer. If the Tenderer does not accept the corrected amount, its Tender will then be rejected, and the Tender security may be forfeited, or the Tender securing declaration may be executed in accordance with **ITT Clause 17.9**.	
30. Conversion to Single Currency	30.1	To facilitate evaluation and comparison, the Procurement Entity/Employer will convert all Tender prices expressed in the various currencies in which they are payable to the Ghana Cedi (GHS) at the selling exchange rate established for similar transactions by the Bank of Ghana applicable on the date of opening of the tenders.	
	30.2	The currency selected for converting Tender prices to a common base for the purpose of evaluation, along with the source and date of the exchange rate, shall be specified in the **Tender Data Sheet.**	

31. Price Evaluation and Comparison of Tenders	31.1	The Procurement Entity/Employer shall evaluate and compare only the Tenders determined to be substantially responsive pursuant to **ITT Clause 27** and the proposals of which have been determined to be adequate in accordance with **ITT Clause 28.2** or **28.3**.	
	31.2	In evaluating the Tenders, the Tender Evaluation Panel will determine for each Tender the evaluated Tender Price by adjusting the Tender Price as follows:	
		a)	making any correction for errors pursuant to **ITT Clause 29**;
		b)	excluding provisional sums and the provision, if any, for contingencies in the Activity Schedule, but including Daywork, when requested in the Performance Specifications;
		c)	making an appropriate adjustment for any other acceptable variations, deviations, or alternative offers submitted in accordance with **ITT Clause 18**;
		d)	making appropriate adjustments to reflect discounts or other price modifications offered in accordance with **ITT Clause 23.4**; and
		e)	applying any discounts offered by the Tenderer for the award of more than one Contract, if tendering for this Contract is being done concurrently with other Contracts.
	31.3	f) the additional Evaluation factors are specified in Section IV, Evaluation and Qualification Criteria The Procurement Entity/Employer 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 Employer will not be taken into account in Tender evaluation.	

	31.4	The estimated effect of any price adjustment conditions under **ITT Clause 38** of the Conditions of Contract, during the period of implementation of the Contract, will not be taken into account in Tender evaluation.	
	31.5	In the case of several Lots, pursuant to **ITT Clause 12.6** the Procurement Entity/Employer will determine the application of discounts so as to minimize the combined cost of all the Lots.	
32. Margin of Preference	32.1	If so indicated in the **Tender Data Sheet**, Domestic Tenderer may receive a margin of preference in Tender evaluation, for which this Clause shall apply.	
	32.2	Domestic Tenderers shall provide all evidence necessary to prove that they meet the following criteria to be eligible for the margin of preference in the comparison of their Tenders with those of Tenderers who do not qualify for the preference. They shall;	
		a)	Be registered and incorporated under the laws of Ghana, having majority shareholding by Ghanaians;
		b)	Be consistent with Section 60 of the Act 663 as amended;
		c)	Not subcontract more than fifty (50%) percent of the Contract price, excluding provisional sums to foreign service providers.
	32.3	The Procurement Entity/Employer shall, in granting margin of preference, use the Public Procurement Authority's register of Tenderers to determine whether or not Tenderers are qualified for exclusive preference.	

	32.4	A joint venture between a domestic contractor and its foreign partner is eligible for preference only if: a) The domestic partner(s) will not qualify for the work on technical or financial grounds without the foreign partner participation; and b) The domestic partner(s) demonstrate a beneficiary interest of not less than 30% in the joint venture as demonstrated by the profit and loss sharing provisions of the joint venture agreement c) Foreign firms may be eligible for domestic preference if they undertake to do sub-contracting 30% or more of the value of the works to a domestic contractor		
	32.5	The following procedure will be used to apply the margin of preference:		
		a)	Responsive Tenders will be classified into the following groups:	
			i)	Group A: Tenders offered by domestic Service Providers eligible for the preference;
			ii)	Group B: Tenders offered by associations between domestic Service Providers and foreign Service Providers eligible for the preference; or
			iii)	Group C: Tenders offered by Foreign Service Providers.
		b)	For the purpose of further evaluation and comparison of Tenders only, an amount equal to the percentage shown in the **Tender Data Sheet**, of the evaluated Tender Prices determined in accordance with **sub-Clause 31.2(a), (b),** and **(d),** will be added to all Tenders classified in Groups B and C.	

	32.6	Alternative offers, where solicited or permitted, will be evaluated separately, in accordance with the provisions of **ITT Clause 18**, and shall be subject to the margin of preference in accordance with **ITT Clause 32.5**.	
33. Determination of the Lowest Evaluated Tender	33.1	The Tender with the lowest evaluated price from among those which are eligible, compliant and substantially responsive shall be the lowest evaluated Tender.	
34. Post- qualification of Tenderer	34.1	If pre-qualification was not undertaken, post-qualification shall be performed.	
	34.2	Where the tender price of the lowest evaluate Tenderer is considered to be abnormally low, the Procurement Entity/Employer shall perform price analysis as part of the post- qualification. The following process shall apply:	
		a)	The Procurement Entity/Employer may reject a tender if the Procurement Entity/Employer has determined that the price in combination with other constituent elements of the tender is abnormally low in relation to the subject matter of the procurement (scope of works or services) and raise concerns with the Procurement Entity/Employer as to the ability of the Tenderer that presented that tender to perform the contract.
		b)	Before rejecting an abnormally low tender, the Procurement Entity/Employer shall request from the Tenderer an explanation of the tender or of those parts which it considers contribute to the tender being abnormally low; take account of the evidence provided in response to a request in writing or in electronic forms that provide record of the content of communication; and subsequently verify the tender or parts of the tender being abnormal;

		c)	The decision of the Procurement Entity/Employer to reject a tender and reasons for the decision shall be recorded in the procurement proceedings and promptly communicated to the tenderer concerned;
		d)	The Procurement Entity/Employer shall seek the approval of the appropriate Authority prior to rejecting a tender;
		e)	The Procurement Entity/Employer shall not incur liability solely by rejecting abnormally low tender.
		An abnormally low tender means, in the light of the Procurement Entity/Employer's estimate and of all the tenders submitted, the tender appears to be abnormally low by not providing a margin for normal levels of profit.	
	34.3	The Procurement Entity/Employer will determine to its satisfaction whether the Tenderer that is selected as having submitted the lowest evaluated responsive Tender is qualified to perform the contract satisfactorily, in accordance with the criteria listed in **ITT Clause 12.3**.	
	34.4	The determination will take into account the Tenderer's financial, technical, and managerial capabilities. It will be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer, pursuant to **ITT Clause 12.3**, as well as such other information as the Procurement Entity/Employer deems necessary and appropriate. Factors not included in these Tender Documents shall not be used in the evaluation of the Tenderers' qualifications.	
	34.5	The Procurement Entity/Employer may seek independent references of a tenderer and the results of reference checks may be used in determining award of contract which shall take account of the evidence provided in response to a request in writing or in electronic forms that provide record of the content of communication.	

	34.6	In case of a foreign company, a Procurement Entity/Employer shall seek independent reference of legal existence of a tenderer from The Republic of Ghana diplomatic missions abroad or from any other reliable source which shall take account of the evidence provided in response to a request in writing or in electronic forms that provide record of the content of communication.
	34.7	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 Procurement Entity/Employer will proceed to the next lowest evaluated Tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

F. Award of Contract			
35 Criteria for Award	35.1	Subject to **ITT Clause 34** and **36,** the Procurement Entity/Employer will award the Contract to the Tenderer whose Tender has been determined to be substantially responsive to the Tender Documents and who has offered the lowest Evaluated Tender Price, provided that such Tenderer has been determined to be:	
		a)	eligible in accordance with the provisions of **ITT Clause 3**;
		b)	qualified to perform the Contract satisfactorily; and
		c)	successful negotiations have been concluded, if any.
	35.2	If, pursuant to **ITT Clause 12.6**, this Contract is being divided into Lots, the lowest evaluated Tender price will be determined when evaluating this Contract in conjunction with other Contracts to be awarded concurrently, taking into account any discounts offered by the Tenderers for award of more than one Contract.	
36. Negotiations	36.1	Negotiations may be undertaken with the lowest evaluated Tender relating to the following areas:	
		a)	a minor alteration to the technical details of the statement of requirements;
		b)	reduction of quantities for budgetary reasons, where the reduction is in excess of any provided for in the solicitation documents;
		c)	a minor amendment to the special conditions of Contract;
		d)	finalizing payment arrangements;
		e)	mobilization arrangements;
		f)	agreeing final delivery or work schedule to accommodate any changes required by the Procurement entity;

		g)	the methodology or staffing; or
		h)	clarifying details that were not apparent or could not be finalized at the time of tendering.
	36.2	Where single source method was used, or a competitive procurement method was used but only a single tender was received, negotiations may relate to other areas of the tender including the price tendered provided that the negotiation shall not increase price or affect the quality of the works.	
	36.3	Where negotiation fails to result into an agreement, the Employer may invite the next ranked Tenderer for negotiations. Where negotiations are commenced with the next ranked Tenderer, the Procurement Entity/Employer shall not reopen earlier negotiations.	
37. Procurement Entity/Employer's Right to accept any Tender and to Reject any or all Tenders	37.1	Notwithstanding **ITT Clause 35**, the Procurement Entity/Employer reserves the right to accept or reject any Tender, and to cancel the tendering process and reject all Tenders, at any time prior to the award of Contract, without thereby incurring any liability to the affected Tenderer or Tenderers.	
	37.2	Notice of the rejection of all Tenders shall be given promptly to all service providers that have submitted Tenders.	
	37.3	The Procurement Entity/Employer shall upon request communicate to any Tenderer the grounds for its rejection of its Tenders but is not required to justify those grounds.	
38. Procurement Entity/Employer's Right to Vary Quantities at the Time of Award	38.1	The Procurement Entity/Employer reserves the right at the time of Contract award to increase or decrease the scope of services originally specified in these Tender Documents provided this does not exceed by the percentage indicated in the **Tender Data Sheet**, without any change in unit price or other terms and conditions of the Tender and Tender Documents.	

39. Notification of Award	39.1	Prior to awarding of the contract, the Procurement Entity/Employer shall issue a notice of intention to award the contract to all Tenderers who participated in the tender in question giving them fourteen (14) days within which to submit complaints to the Procurement Entity/Employer thereof, if any.
	39.2	Where no complaints have been lodged, the Tenderer whose Tender has been accepted will be notified of the award by the Procurement Entity/Employer prior to expiration of the Tender validity period in writing or in electronic forms that provide record of the content of communication. The Letter of Acceptance will state the sum that the Procurement Entity/Employer will pay the successful Tenderer in consideration for the execution of the scope of works as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").
	39.3	The notification of award will constitute the formation of the Contract, subject to the Tenderer furnishing the Performance Security in accordance with **ITT Clause 40** and signing the Contract in accordance with **ITT Clause 40.2.**
	39.4	Upon the successful Tenderer's furnishing of the Performance Security pursuant to **ITT Clause 41**, the Procurement Entity/Employer will promptly notify each unsuccessful Tenderer, the name of the successful Tenderer and the Contract amount and will discharge the Tender Security of the unsuccessful Tenderers pursuant to **ITT Clause 17**.
	39.5	If, after notification of award, a Tenderer wishes to ascertain the grounds on which its Tender was not selected, it shall address its request to the Procurement Entity/Employer. The Procurement Entity/Employer will promptly respond in writing or in electronic forms that provide record of the content of communication to the unsuccessful Tenderer.

40. Signing of Contract	40.1	Promptly after notification, the Procurement Entity/Employer shall send the successful Tenderer the Agreement and Special Conditions of Contract, incorporating all agreements between the parties obtained as a result of Contract negotiations.
	40.2	Within thirty (30) days of receipt of the Contract Agreement, the successful Tenderer shall sign and date the Contract and return it to the Procurement Entity/Employer.
41. Performance Security	41.1	Within thirty (30) days of the receipt of Notice of Acceptance from the Purchaser, the successful Tenderer, if required, shall furnish the Performance Security in accordance with the GCC 3.9, using for that purpose the Performance Security Form included in Section V, Contract Forms, or another Form acceptable to the Purchaser. If the Performance Security furnished by the successful Tenderer is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Tenderer to be acceptable to the Purchaser. A foreign institution providing a bond shall have a correspondent financial institution located in the Purchaser's Country, unless the Purchaser has agreed in writing that a correspondent financial institution is not required.
	41.2	Failure of the successful Tenderer to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Tender Security. In that event the Purchaser may award the Contract to the Tenderer offering the next Lowest Evaluated Responsive Tender
	42.2	Employer

Commented [A1]: Clause on advance payment moved to GCC and SCC where they belong

43. Fraud Corruption, Coercion, Collusion, Fraudulent and Obstruction Practices	43.1	The Government of The Republic of Ghana requires that Procurement entities (including beneficiaries of public funds) as well as Tenderers under public-financed Contracts observe the highest standard of ethics during the procurement and execution of such Contracts. In pursuance of this policy, the Government of the Republic of Ghana:		
		a)	defines, for the purposes of this provision, the terms set forth below as follows:	
			i)	"corrupt practice means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in Contract execution, or the making of any payment to any third party, in connection with or in furtherance of this Contract, in violation of the Applicable Law;
			ii)	"coercive practice" means impairing or harming, or threatening to impair or harm directly or indirectly, any party or the property of the party for the purpose of influencing improperly the action or that party in connection with public procurement or in furtherance of corrupt practice or fraudulent practice;
			iii)	collusive practices" mean a scheme or arrangement between two or more Service Providers, with or without the knowledge of the Employer, designed to establish prices at artificial, non-competitive levels;

			iv)	"fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Government or a public body and includes collusive practices among tenderers, prior to or after submission designed to establish tender prices at artificial non-competitive levels and to deprive the Government of the benefits of free and open competition;
			v)	"obstructive practice" means deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede the Employer's investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of the Employer's inspection and audit rights.;
		b)	will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt fraudulent, coercive, collusive or obstructive practices in competing for the contract.	
		c)	In pursuant of the policy defined in **ITT sub-Clause 44.1(a)** the Government will cancel the portion of the funds allocated to the contract for goods, work or services if it at any time determines that corrupt fraudulent, coercive, collusive or obstructive practices were engaged in by representatives of the Procurement entity or approving authority or of a beneficiary of the funds during the procurement or the executions of that contract.		

		d)	will declare a firm to be ineligible, for a period of up to ten years, to be awarded a public-financed Contract in the Republic of Ghana if it, at any time, determines that the Tenderer has engaged in corrupt, fraudulent, coercive, collusive or obstructive practices in competing for or in executing a public-financed Contract.
	43.2	The Government of The Republic of Ghana reserves the right, where a firm has been found by a foreign country, international organization or other foreign organization to have engaged in corrupt, fraudulent, coercive, collusive or obstructive practices, to declare that such a firm is ineligible, for a period of up to ten years to be awarded a public financed Contract in the Republic of Ghana.	
	43.3	Any communication between the Tenderer and the Employer related to matters of alleged fraud or corruption must be made in writing or in electronic forms that provide record of the content of communication.	

SECTION III: TENDER DATA SHEET

Tender Data Sheet (TDS)

ITT Clause Number	Amendments of, and Supplements to, Clauses in the Instructions to Tenderers
	A. Introduction
1.1	Name of Procurement Entity/Employer: National Schools Inspectorate Authority The service to be procured is: Provision of hotel conference and accommodation service (accommodation on bed-and-breakfast basis, conference packages, and accommodation and dinner) for the dissemination of inspection reports as detailed in Section VII and Section VIII, to be provided at the Tenderer's hotel/resort premises located in Accra for a period of **TBC** Name and identification number of the Contract: *Provision of Hotel conference and accommodation service and* MoE/NaSIA/2026/TS/002f **The proportion of each Lot that a Tenderer may Tender for is:** [*100% of the LOT*]
1.2	Expected period to provide the service(s): Commencement date: 2026
2.1	Financial Year : **2026**
3.1	Maximum number of members in the joint venture, consortium or association shall be: **N/A**
6.3	No site visit or pre-Tender meeting will be held. (NaSIA may inspect the Tenderer's facilities during technical evaluation in accordance with Section IV.)
	B. Tender Documents
7.2	The number of copies of Tenders to be submitted: Tenders shall be submitted electronically through GHANEPS; no hard copies are required except the original Tender Security (see ITT 17.1 below).
8.1	The address for clarification of Tender Documents is: The Head, Procurement Unit, National Schools Inspectorate Authority, Armeda St. Yooyi Lane, Roman Ridge, Accra. [GA-089-1361]; Email: procurement@nasia.gov.gh or through the GHANEPS clarification

C. Preparation of Tenders	
11.1(h)	In addition to the documents stated in ITT Clause 11, the following documents must be included with the Tender: (i) Valid GRA Tax Clearance Certificate; (ii) Valid SSNIT Clearance Certificate; (iii) Valid VAT Registration Certificate (if applicable); (iv) Valid Business Registration Certificate with up to date renewal receipt; (v) Valid Certificate of Incorporation with up to date renewal receipt; (vi) Valid Certificate of Commencement with up to date renewal receipt; (vii) Valid Registration Certificate from PPA; (viii) Valid Environmental Protection Agency (EPA) Certificate; (ix) Valid Ghana Tourism Authority (GTA) Licence; (x) Valid Ghana National Fire Service Certificate; (xi) Valid Suitability Health Certificate; (xii) Current Food Hygiene Licence from a Government Agency/certification by public health or any other hospitality industry requirement; (xiii) The information listed under "Tenderers are required to include in their offer" in Section VIII (Requirements Related to Meeting Facilities).
14.4	Rates and price quoted by the Tenderer subject to adjustment during the performance of the contract: Not applicable. Prices are fixed and shall not vary from the prices quoted in the Tender. Information required to be submitted by the Tenderer: None
15.1	For inputs to the services which the Tenderer expects to provide within The Republic of Ghana, prices shall be quoted in **Ghana Cedis (GH₵).**
16.1	The Tender Validity Period shall be *30* days after the deadline for Tender submission specified in the Tender Data Sheet.
17.1	The amount of Tender security is two percent (2%) of the total Tender price,
17.3(b)	Another Form of Tender Security [*specify another form of tender security if any*]
18.1,	Another form of Tender Security: A Banker's Draft from any recognized bank, in favour of the National Schools Inspectorate Authority.

18.2	Alternative tenders to the requirements of the Tender Documents will not be permitted.
18.3	Alternative times for completion shall not be permitted.
19.1	Alternative technical solutions shall not be permitted.
19.2	In addition to the ORIGINAL of the Tender, the number of copies is: Not applicable (electronic submission through GHANEPS).
D. Submission of Tenders	
20.2	Tenders shall be submitted electronically through the Ghana Electronic Procurement System (GHANEPS) addressed to the National Schools Inspectorate Authority. ITT Clauses 20.1 to 20.5 apply only to documents (such as the original Tender Security) delivered in hard copy. Street address: Armeda St., Yooyi Lane; Building/Plot No.: [GA-089-1361]; Floor/Room No.: Procurement Unit; City/Town: Accra, Roman Ridge; Country: Ghana.
21.1	The deadline for submission of tenders shall be 12:00pm on 23rd November 2026
E. Opening and Evaluation of Tenders	
24.1	The Tender opening shall take place via GHANEPS and at the offices of the National Schools Inspectorate Authority, Armeda St. Yooyi Lane, Roman Ridge, Accra, Ghana. Date: 23rd November 2026; Time: 12:30 pm.
24.3	Other details to be announced during Tender opening are: the validity period of the Tender and the form and amount of the Tender Security.
32.1	Domestic service providers *will not* receive a margin of preference in Tender evaluation.
32.5 (b)	The margin of preference applicable shall be: Not applicable.
F. Award of Contract	
38.1	Percentage for quantity increase or decrease is: [shall not exceed 15%]
41.1	Amount of Performance Security shall be: 10 percent of the Contract Price for a Bank Guarantee, or 30 percent of the Contract Price for an Insurance Bond.

Section IV. Evaluation and Qualification Criteria

This section contains the criteria that the Employer shall use to evaluate Tenders and qualify Tenderers through post-qualification. No other factor, method or criteria shall be used other than specified in this Tender Document. The Tenderer shall provide all the information requested in the forms included in Section V, Tender Forms.

The Employer shall use the criteria and methodologies listed in this Section to evaluate Tenders. By applying these criteria and methodologies, the Employer shall determine the Most Advantageous Tender. This is the Tender that has been determined to be: (a) substantially responsive to the Tender Document, and (b) the lowest evaluated cost or, where the combined technical and financial evaluation below is applied, the Tender with the highest combined score.

1. Evaluation (ITT 31.2(f))

In addition to the criteria listed in ITT 31.2(a) to (e) the following criteria shall apply:

Criterion	Applicable / Not applicable
a. Whether or not the Tender will promote the development of Small and Medium Enterprises (SMEs)	Not applicable
The extent to which the Tender will not promote child and/or forced labour	Applicable
b. Originality of product or service, e.g. legality and patent rights	Not applicable
c. The extent to which services meet or satisfy health and safety requirements	Applicable
d. The extent to which the provision of services and execution of tasks either contribute to the pollution of the environment/waste generation or results in waste management/environmental protection	Applicable
e. The extent to which provision of services and execution of tasks will not result in the depletion of natural resources	Not applicable
f. Any other criteria	None

Note: Service providers must show evidence of functional policies, procedures, systems or plans established on sustainable procurement and must also be in possession of Certificates of compliance with statutory requirements on health and safety, environmental protection. Membership of SME Associations, the use of Eco Labels for products, national and international standards such as ISO 9001, ISO 14001 compliant etc. as applicable.

Adequacy of Technical Proposal

Evaluation of the Tenderer's Technical Proposal will include an assessment of the Tenderer's technical capacity to mobilize key equipment and personnel for the contract consistent with its proposal regarding work methods, scheduling, and material sourcing in sufficient detail and fully in accordance with the requirements stipulated in Section VIII, Performance Specifications.

Combined Tender Evaluation Criteria for Technical Services

ITEM NO.	EVALUATION CRITERIA FOR TECHNICAL SERVICES	Range (STD)	Points
1	**Relevant Experience** • General experience • Specific experience in similar project and environment	0–10 0–5 0–5	10 5 5
2	**Methodology and Work Plan for Performance of Services including Quality Control (Methods Statement)** • Methodology • Work Plan	10–40 10–30 0–10	30 20 10
3	**Qualification & Experience of Key Staff**	10–30	20
4	**Facilities, Equipment, Materials & Consumables**	20–40	30
5	**Compliance with Safety, Health & Environment Standards**	0–10	10
Total points for the five criteria (Item No. 1–5)			**100**

The minimum technical score (St) required to pass is 70 points on a scale of 1 to 100.

Financial Evaluation Criteria

The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100. The formula for determining the financial scores (Sf) of all other Tenders is calculated as following: **Sf = 100 × Fm / F**, in which "Sf" is the financial score, "Fm" is the lowest price, and "F" the price of the proposal under consideration.

Combined Technical and Financial Evaluation

The weights given to the Technical (T) and Financial (P) Tenders are: **T = 60%**, and **P = 40%.**

Tenders are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following: **S = St × T% + Sf × P%.**

Multiple Contracts

Pursuant to ITT 35.2, not applicable: the Services comprise a single contract (Lot 1) and Tenderers shall Tender for the whole Lot.

Alternative Times for Completion

Not applicable. Alternative completion times are not permitted (TDS 18.2).

Alternative Technical Solutions for specified parts of the Services

Not applicable. Alternative technical solutions are not permitted (TDS 18.3).

Sustainable procurement

The sustainable procurement technical requirements specified in Section VIII (cleanliness and maintenance standards, health and safety, food hygiene, fire safety and security) will be evaluated on a pass/fail (compliance) basis. No monetary adjustment will be applied to Tender prices.

2. Qualification

If the Employer has not undertaken pre-qualification of potential Tenderers, all Tenderers shall include the following information and documents with their Tenders:

(a) copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory of the Tender to commit the Tenderer;

(b) experience in Services of a similar nature and size for each of the last three (3) years, and details of Services under way or contractually committed; and names and addresses of clients who may be contacted for further information on those contracts;

(c) list of major items of equipment proposed to carry out the Contract;

(d) qualifications and experience of key site management and technical personnel proposed for the Contract;

(e) reports on the financial standing of the Tenderer, such as profit and loss statements and auditor's reports for the past three (3) years;

(f) evidence of adequacy of working capital for this Contract (access to line(s) of credit and availability of other financial resources);

(g) authority to the Employer to seek references from the Tenderer's bankers;

(h) information regarding any litigation, current or during the last three (3) years, in which the Tenderer is involved, the parties concerned, and disputed amount; and

(i) Tenders for subcontracting components of the Services amounting to more than 10 percent of the Contract Price.

Tenders submitted by a joint venture of two or more firms as members shall comply with the following requirements, unless otherwise stated below:

(a) the Tender shall include all the information listed above for each joint venture member;

(b) the Tender shall be signed so as to be legally binding on all members;

(c) the Tender shall include a copy of the agreement entered into by the joint venture members defining the division of assignments to each member and establishing that all members shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms; alternatively, a Letter of Intent to execute a joint venture agreement in the event of a successful Tender shall be signed by all members and submitted with the Tender, together with a copy of the proposed agreement;

(d) one of the members shall be nominated as being in charge, authorized to incur liabilities, and receive instructions for and on behalf of any and all members of the joint venture; and

(e) the execution of the entire Contract, including payment, shall be done exclusively with the member in charge.

To qualify for award of the Contract, Tenderers shall meet the following minimum qualifying criteria:

(a) annual volume of Services of at least the amount specified below;

(b) experience as service provider in the provision of at least two service contracts of a nature and complexity equivalent to the Services over the last 5 years (to comply with this requirement, Services contracts cited should be at least 70 percent complete) as specified below;

(c) Tenders for the timely acquisition (own, lease, hire, etc.) of the essential equipment listed below;

(d) a Contract Manager (Account Manager) with three (3) years' experience in Services of an equivalent nature and volume, including no less than three years as Manager; and

(e) liquid assets and/or credit facilities, net of other contractual commitments and exclusive of any advance payments which may be made under the Contract, of no less than the amount specified below.

A consistent history of litigation or arbitration awards against the Applicant or any member of a Joint Venture may result in disqualification.

Qualification Requirements

Joint Ventures	The information needed for Tenders submitted by joint ventures is as stated above: the member in charge must meet at least 40 percent, and each other member at least 25 percent, of the minimum criteria (a), (b) and (e) for an individual Tenderer; the figures for each member shall be added together to determine compliance.

Annual Volume	The minimum required annual volume of Services for the successful Tenderer in any of the last three (3) years shall be: not less than the Tenderer's Tender price.
Experience	The experience required to be demonstrated by the Tenderer should include as a minimum that it has executed during the last 5 years at least two (2) contracts for the provision of hotel accommodation together with conference/meeting facilities and catering for not fewer than one hundred (100) participants.
Essential Equipment	The essential equipment to be made available for the Contract by the successful Tenderer shall be: a conference/plenary hall and at least two (2) break-out rooms; audio-visual equipment (projectors/beamers, screens) with technical support; Wi-Fi/internet connectivity of at least 10 Mb/s; air-conditioned rooms; digital CCTV covering at least the entrance area and reception; and registration desk facilities.
Liquid Assets	The minimum amount of liquid assets and/or credit facilities net of other contractual commitments of the successful Tenderer shall be: not less than twenty percent (20%) of the Tender price.
Subcontractors	Subcontractors' experience shall not be taken into account.

Subcontractors' experience and resources will not be taken into account in determining the Tenderer's compliance with the qualifying criteria, unless otherwise stated in the Qualification Requirements above.

Section V. Tender Forms

Table of Forms

- Service Provider's Tender Form
- Tenderer Information Form
- Tenderer's JV Members Information Form
- Qualification Information
- Method Statement
- Work Plan
- Time Schedule (not applicable — alternative completion times are not permitted)
- Tender Security, Tender Securing Declaration and Performance Security forms (see Section XI)
- Priced Activity Schedule (see Section VII)

Service Provider's Tender Form

[date]: _____

To: The Head, Procurement Unit, National Schools Inspectorate Authority, Armeda St. Yooyi Lane, Roman Ridge, Accra. [GA-089-1361]

We offer to execute the Provision of Hotel Conference and Accommodation Services for NaSIA's National Schools Award, Tender No. [insert], in accordance with the Conditions of Contract accompanying this Tender for the Contract Price of GH¢ _____ (in figures), _____ (in words) Ghana Cedis.

The Contract shall be paid in the following currencies:

Currency	Percentage payable in currency	Rate of exchange: one foreign equals [insert local]	Inputs for which foreign currency is required
Ghana Cedis (GH¢)	100%	N/A	N/A

The advance payment required is: Nil.

We are not participating, as Tenderers, in more than one Tender in this tendering process other than alternative tenders in accordance with the Tender Documents.

With reference to ITT Sub-Clause 3.10, it is our intention to subcontract approximately _____ percent of the Tender/Contract Price, details of which are provided herein.

Our firm, its affiliates or subsidiaries, including any sub-Contractors for any part of the Contract has not been declared ineligible by the Government of the Republic of Ghana under the Republic of Ghana's laws or official regulations or by an act of compliance with a decision of the United Nations Security Council.

The following commissions or gratuities or fees have been paid or are to be paid by us to agents relating to this Tender, and to Contract execution if we are awarded the Contract:

Name and address of agent or recipient	Amount and currency	Purpose of commission or gratuity

(if none has been paid or is to be paid, state "none")

This Tender and your written acceptance of it shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any Tender you receive.

We hereby confirm that this Tender complies with the Tender validity and Tender Security required by the Tender Documents and specified in the Tender Data Sheet.

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Tenderer: _____

Address: _____

Tenderer Information Form

[The Tenderer shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]

Date: _____ (day, month and year of Tender submission)

IFT No.: [insert]

Page _____ of _____ pages

1. Tenderer's Name: _____
2. In case of JV, legal name of each member: _____
3. Tenderer's actual or intended country of registration: _____
4. Tenderer's year of registration: _____
5. Tenderer's Address in country of registration: _____
6. Tenderer's Authorized Representative Information — Name: _____; Address: _____; Telephone: _____; Email Address: _____
7. Attached are copies of original documents of (tick the box(es) of the attached original documents):

☐ Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITT 3.5.

☐ In case of JV, letter of intent to form JV or JV agreement, in accordance with ITT 3.1.

☐ In case of a state-owned enterprise or institution, in accordance with ITT 3.8, documents establishing: legal and financial autonomy; operation under commercial law; and that the Tenderer is not under the supervision of the agency of the Employer.

8. Included are the organizational chart and a list of Board of Directors.

Tenderer's JV Members Information Form

[The Tenderer shall fill in this Form in accordance with the instructions indicated below. The following table shall be filled in for the Tenderer and for each member of a Joint Venture.]

Date: _____ IFT No.: [insert] Page _____ of _____ pages

1. Tenderer's Name: _____
2. Tenderer's JV Member's name: _____
3. Tenderer's JV Member's country of registration: _____
4. Tenderer's JV Member's year of registration: _____
5. Tenderer's JV Member's legal address in country of registration: _____
6. Tenderer's JV Member's authorized representative information — Name: _____; Address: _____; Telephone: _____; Email Address: _____
7. Attached are copies of original documents of (tick the box(es)):

   ☐ Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITT 3.5.

   ☐ In case of a state-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and that they are not under the supervision of the Employer, in accordance with ITT 3.8.

8. Included are the organizational chart and a list of Board of Directors.

Qualification Information

1. 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 Tender: [attach].

1.2 Total annual volume of Services performed in the last three (3) years, in Ghana Cedis: _____.

1.3 Services performed as prime Service Provider on the provision of Services of a similar nature and volume over the last three (3) years. The values should be indicated in the same currency used for Item 1.2 above. Also list details of Services under way or committed, including expected completion date.

	Project name and country	Name of employer and contact person	Type of Services provided and year of completion	Value of contract
(a)				
(b)				

1.4 Major items of Service Provider's Equipment proposed for carrying out the Services. List all information requested below.

	Item of equipment	Description, make, and age (years)	Condition (new, good, poor) and number available	Owned, leased (from whom?), or to be purchased (from whom?)
(a)				
(b)				

1.5 Qualifications and experience of key personnel proposed for administration and execution of the Contract (including the Account Manager and back-up). Attach biographical data. Refer to GCC Clause 4.1.

	Position	Name	Years of experience (general)	Years of experience in proposed position
(a)				
(b)				

1.6 Proposed subcontracts and firms involved. Refer to GCC Clause 3.5.

	Sections of the Services	Value of subcontract	Subcontractor (name and address)	Experience in providing similar Services
(a)				
(b)				

1.7 Financial reports for the last three (3) years: balance sheets, profit and loss statements, auditors' reports, etc. List below and attach copies.

1.8 Evidence of access to financial resources to meet the qualification requirements: cash in hand, lines of credit, etc. List below and attach copies of support documents. We certify/confirm that we comply with eligibility requirements as per ITT 3.

1.9 Name, address, and telephone numbers of banks that may provide references if contacted by the Employer.

1.10 Information regarding any litigation, current or within the last three (3) years, in which the Tenderer is or has been involved.

	Other party(ies)	Cause of dispute	Details of litigation award	Amount involved
(a)				
(b)				

1.11 Statement of compliance with the requirements of ITT 3.6.

1.12 Proposed Program (service work method and schedule). Descriptions, drawings, and charts, as necessary, to comply with the requirements of the Tender Documents.

2. Joint Ventures

2.1 The information listed in 1.1–1.11 above shall be provided for each member of the joint venture.

2.2 The information in 1.12 above shall be provided for the joint venture.

2.3 Attach the power of attorney of the signatory(ies) of the Tender authorizing signature of the Tender on behalf of the joint venture.

2.4 Attach the Agreement among all members of the joint venture (and which is legally binding on all members), which shows that: (a) all members shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms; (b) one of the members will be nominated as being in

charge, authorized to incur liabilities, and receive instructions for and on behalf of any and all members of the joint venture; and (c) the execution of the entire Contract, including payment, shall be done exclusively with the member in charge.

3. Additional Requirements

3.1 Tenderers should provide any additional information required in the Tender Data Sheet (TDS 11.1(h)).

Method Statement

[The Tenderer shall describe the methodology and quality-control arrangements for performing the Services: accommodation and reception arrangements, conference delivery, catering and food safety, security, account management and complaint handling, and how the guests' needs (to feel welcome, understood, important and comfortable) will be satisfied.]

Work Plan

[The Tenderer shall provide the work plan for the Services, showing the order and timing of activities, the responsible personnel and the arrangements before, during and after the Award Ceremony.]

No.	Activity	Start	End	Responsible person

Time Schedule

Not applicable. Alternative times for completion are not permitted (TDS 18.2).

Section VI. Eligible Firms/Individuals

This tendering process is conducted through National Competitive Tendering. Eligibility is determined in accordance with ITT Clause 3:

- The invitation for Tenders is open to all service providers as defined in the Public Procurement Act, 2003 (Act 663) as amended, subject to ITT Clauses 3.4 to 3.7 (including the exclusions for conflict of interest, insolvency, convictions and debarment).
- Tenderers shall satisfy all relevant licensing, registration and tax requirements with the appropriate statutory bodies in the Republic of Ghana (ITT 3.5) and shall submit the statutory documents listed in Section I, paragraph 7 and TDS 11.1(h).
- Joint ventures, consortia and associations shall comply with ITT Clauses 3.1 to 3.3 and Section IV (Qualification).

Section VII. Activity Schedule

[The Tenderer shall fill in these Forms in accordance with the instructions indicated. The list of line items in column 1 of the Activity Schedule coincides with the List of Technical Services specified in Section VIII, Performance Specifications.]

Name of Tenderer: _____ IFT No.: [insert] Currency: Ghana Cedis (GH¢) Page ____ of ____

1 Service No.	2 Description of Services	3 Unit	4 Delivery date	5 Quantity	6 Unit price (GH¢)	7 Total price (GH¢)
1	**Accommodation — Bed and Breakfast**	Nights	[event dates]	35		
2	**Conference Packages (Morning – Evening)** • Conference hall • Conference material and equipment • Food/refreshment (buffet dinner, snacks – coffee break and water) • Fast Wi-Fi connectivity • Any other items available for a conference per the standard of the hotel/resort	1 day	[event date]	136		
3	**Accommodation and Dinner**	3 (as stated)	[event dates]	136		
Total Tender Price (GH¢)						

Total Tender Price (in words):

_____

Signature of Tenderer: _____ Date: _____

Note: In case of discrepancy between unit price and total, the unit price shall prevail (ITT 29.1).

PROVISION OF HOTEL CONFERENCE AND ACCOMMODATION SERVICES FOR NaSIA

Provision of Hospitality Services for the Dissemination of Inspection Reports

No.	DESCRIPTION OF SERVICE	QUANTITY	DATES
1.	**Accommodation** **Breakfast and Bed**	35	nights
2.	**Conference Packages** **Morning** **Evening** • Conference Hall • Conference Material & Equipment • Food/Refreshment (Buffet Dinner, Snacks – Coffee Break and water) • Fast Wi-Fi Connectivity • And any other items available for a conference per the standard of the Resort.	136	1 day
3.	**Accommodation and Dinner**	136	3

Requirements Related to Accommodation Services

The contractor shall comply with the following requirements:

- adequate number of staff with well-structured and dedicated teams and an account manager;
- multi-lingual staff available, with English as a mandatory requirement;
- all areas of operation shall meet a high level of quality for cleanliness, maintenance, hospitality, and delivery of services;
- tea/coffee making facilities and minibar or refreshment possibilities in the room;
- once registered, guests should have 24-hour access to the hotel, facilitated by on-duty staff;
- at least one restaurant, for breakfast, lunch and dinner during the working week; hotels without restaurants shall be able to provide arrangements in a nearby restaurant for their guests;
- thermostatically controlled rooms with air conditioning;
- complimentary Wi-Fi or internet connection with a minimum internet speed of 10 Mb/s provided in bedrooms;
- the hotel shall provide the service of luggage-keeping;
- the hotel guarantees Last Room Availability.

The tenderer may offer additional services such as the following, for extra points during tender evaluation:

- fast-track for check-in and check-out;
- free upgrade to superior rooms when standard rooms are full;
- possibility to accommodate some specific dietary requirement;
- enhanced services e.g. parking, offer of luggage assistance, meals at lunchtime, table service on request at breakfast, gym/fitness, business center with PCs and printers available free of charge, choice of newspapers/magazines in English, allergy-free ("pure") rooms.

Requirements Related to Meeting Facilities

In addition to the accommodation services, the tenderer may offer meeting facilities in order to be considered for the "List of hotels with meeting".

For information, a NaSIA activity generally involves the following arrangements:

- anywhere between 30 to 35 hotel rooms (depending on the type of meeting);
- possibility to accommodate the group and the meeting at the same location;
- meeting space which can accommodate anywhere between 10 and 50 participants (plenary room and at least two break-out rooms);
- includes coffee breaks, lunch, and possibly a welcome dinner;
- need for registration desks;
- possibility of parking — normally limited to a minimum of 10.

Tenderers are required to include in their offer:

- an overview of their meeting facilities in square meters;
- an overview of their meeting facilities in different set-ups, including drawings of these settings;
- an overview of main meeting rooms and break-out rooms;
- dedicated on-site contact person;
- noise-free adjoining rooms (kitchens / service corridors);
- properly working and individually controlled heating/air conditioning systems;
- an overview of audio-visual equipment available in each room, including details of beamers, screens and the provision of technical support;
- details on Wi-Fi in all meeting rooms;
- an overview of the restaurant facilities or arrangement with nearby restaurants available for breakfast, lunch and dinner, including proposals on the offered solutions for: (1) coffee break; (2) buffet lunch; (3) business lunch; (4) buffet dinner; (5) seated dinner;

- details on the possibility to accommodate specific food requirements (e.g. vegetarian, local, continental);
- an overview of parking facilities;
- an overview of the meeting packages offered;
- details of complimentary parking spaces (for min. 5 cars) during the meetings;
- details of whiteboards, flipcharts, pads, pens, mints, iced water.

The tenderer may offer additional services such as: additional complimentary parking spaces during the meetings.

General Security Requirements

There must be a manager responsible for security issues in the hotel. In the hotel, there must be a digital CCTV, covering as minimum the entrance area and the reception.

- CCTV footage must be recorded and kept for at least 48 hours.
- Recorded CCTV footage involving incidents related to NaSIA guests must be made available for inspection by NaSIA Security upon request.

Any lost item belonging to a NaSIA guest must be kept safe by the security staff of the Contractor until such time that it can be handed over to the NaSIA point of contact. All Contractor staff and subcontractors working at the venue must be identifiable either through their uniform or a corporate name-tag. The Contractor must not make available to third parties any information or media it has at its disposal related to NaSIA. The personnel of the Contractor may have access to information or media related to NaSIA only on a need-to-know basis. The Contractor is bound by this obligation even after the expiry of the Contract. The Contractor must have a crisis management plan in place for all of its venues used by NaSIA.

Communication and Reporting

The Contractor shall designate an Account Manager who shall act as single point of contact with the NaSIA Course Manager and Travel Team. The Account Manager shall be deputized by a backup.

Tenderers' attention is drawn to the fact that English is NaSIA's working language, therefore during the execution of the contract, all communication between the contractor and NaSIA must be conducted in the English language.

The contractor shall put in place a booking service for accommodation services, available, at minimum off-line (through email or phone) or online self-booking (for example, by using a company or promotional code).

The contractor must respond in writing by e-mail to NaSIA's request about accommodation availability within maximum 4 hours, unless a longer deadline is stated in the request for services, and, in case of requests of meeting facilities, within the timeframe given in the specific request.

Furthermore, the contractor shall be able to handle cases of dissatisfaction effectively and in a polite and discreet manner. Within the first five working days of each month, the contractor shall provide NaSIA with a report containing an overview of:

- all the bookings made by NaSIA within the previous month;
- all the bookings made by NaSIA Third Parties, if applicable;
- all complaints and cases of dissatisfaction that were communicated to the contractor.

Service Monitoring

The Contractor shall ensure the constant monitoring, control and improvement of the quality of services offered in terms of rooms' suitability and condition, responsiveness to NaSIA's demands, customer service. The Contractor shall agree to at least one meeting every six months between the Account Manager and the representative(s) of NaSIA to assess monitoring, control and improvement of the quality of services. Tenderers are invited to respond how they will satisfy guests' four basic needs:

- the need to feel welcome;
- the need to be understood;
- the need to feel important;
- the need for comfort.

NaSIA conducts periodical feedback surveys for the participants to NaSIA meetings (e.g., NaSIA stakeholder engagement). These will be used to analyze whether the aforementioned needs have been met. The results will then be discussed in the periodical meeting between the NaSIA representative and the Hotel's account manager. During the periodical meetings, NaSIA will conduct a review of operations with the Account Manager appointed by the hotel. During that review, the feedback forms as analyzed by NaSIA will be discussed to assess customer satisfaction rate.

Section II. Conditions of Contract

1. Definitions

1.1 In this contract, the following terms shall be interpreted as indicated:

a. "The Contract" means the agreement entered into between the Purchaser and the Supplier, as recorded in the Contract Form Signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;

b. "The Contract Price" means the price payable to the Supplier under the contract for the full and proper performance of its contractual obligation;

c. "The Goods" means Equipment and related Accessories and spare-parts which the Supplier is required to supply to the Purchaser under the contract;

d. "Services" means services ancillary to the supply of the goods such as transportation and insurance including the installation, commissioning and the operational and maintenance training of the supplied equipment.

e. "The Purchaser" means the organization purchasing the goods;

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

2. Technical Specification

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

3. Patent Right

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

4. Inspection and Tests

4.1 The Purchaser or its Representative shall have the right to inspect and/or test the goods to confirm their conformity to the Technical Specification and the quality

of performance after the supply and delivery of good to Purchaser's premises.

5. Packing

5.1 The Supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the contract.

5.2 The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage.

5.3 Packing case, size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

5.4 The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided in accordance with international standard and practice.

6. Delivery of Goods

6.1 Delivery of the goods shall be made by the Supplier in accordance with the terms specified by the Purchaser in its schedule of requirements.

6.2 For purposes of the contract "FOB", "C&F", "CIF", "CIP" and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of the International Rules for the Interpretation of the Trade Terms (INCOTERMS) published by the International Chamber of Commerce (ICC), Paris.

7. Insurance

7.1 The goods supplied under the contract shall be fully insured in the currency of the bid price against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified.

7.2 Where delivery of the goods is required by the Purchaser on a CIF or CIP basis to a specified destination, the Supplier shall arrange and pay for insurance, naming the

Purchaser as the Beneficiary and the Supplier shall be required to meet all transport and storage expenses until delivery.

8. Warranty

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

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

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

8.4 Upon receipt of such notice, the Supplier shall, within 30 days replace the defective goods without cost to the Purchaser. The Supplier will be required to remove, at its own risk and cost, the defective goods.

9. Payment

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

9.2 Payment of the goods supplied from within Ghana shall be made in Ghanaian Cedis after the delivery and hosting of the conference.

9.3 Payment of the goods to be supplied from abroad shall be made in the following manner (**NOT APPLICABLE**)

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

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

acceptance certificate issued by the Purchaser.

Or

c. Full payment on satisfactory delivery and acceptance of goods.

10. Prices

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

11. Liquidated Damages

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

12. Resolution of Disputes

12.1 The Purchaser and Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the contract.

12.2 If, after thirty (30) days from the commencement of such informal negotiation, the Purchaser and Supplier have been unable to resolve amicably a contract dispute, it shall be referred by either party to an adjudicator agreed by the parties. In the event of disagreement, the adjudicator shall be appointed in accordance with the Laws and Rules of Ghana.

13. Governing Language

13.1 The Governing Language shall be English

14. Applicable Law

14.1 The applicable law shall be the Laws of Ghana.

15. Notices

15.1 Purchaser's address for notice purposes:
National Schools Inspectorate Authority,

Armeda St. Yooyi Lane, Roman Ridge, Accra.
[GA-089-1361]

15.2 Supplier's address for notice purposes:

_____

_____

16. Taxes and Duties

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

17. Operation, Maintenance and Spare-parts Manuals

17.1 The successful Supplier shall supply 2 copies of manufacturer's operation, maintenance and spare-part manuals of the goods (Equipment).

Section III. Form of Contract

THIS AGREEMENT made the _____ day of _____ 2022 between *[name of Purchaser]* (hereinafter called "the Purchaser") of the one part and *[name of Supplier]* of *[city and country of Supplier]* (hereinafter called "the Supplier") of the other part:

WHEREAS the Purchaser invited bids for certain goods and ancillary services, viz.,
_____
_____
__
[brief description of goods and services]
and has accepted a tender by the Supplier for the supply of those goods and services in the sum of *[contract price in words and figures]* (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

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

b. The Schedule of Requirements;

c. The Technical Specifications;

d. The Conditions of Contract; and

e. The Purchaser's Notification of Award.

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

4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the

Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the Contract.

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

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