KWAME NKRUMAH UNIVERSITY OF SCIENCE AND TECHNOLOGY, KUMASI, GHANA

TENDER DOCUMENT

# S/NO. 3: PROCUREMENT OF 2 NO. SERVERS FOR THE SCHOOL OF GRADUATE STUDIES, KNUST.

IFT NO.: **AS/KNUST/GD/0060B/2026**

NATIONAL COMPETITIVE TENDERING

NOVEMBER, 2026

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# INTRODUCTION AND INSTRUCTIONS

These Tender Documents (TD) have been prepared by The Public Procurement Authority for use by Procurement Entities in accordance with Public Procurement Act, 2003 (Act 663) as amended of the Republic of Ghana for the procurement of goods through National Competitive Tender (NCT). The procedures and practices presented in this document have been developed through broad experience, and are mandatory for use in the procurement of Goods, which are estimated to cost more than **Eight Hundred Thousand Ghana Cedis (GHS800,000.00) but less than Forty Million Ghana Cedis (GHS40,000,000.00)**[1], financed in whole or in part with public funds of the Republic of Ghana.

In order to simplify the preparation of Tender documents for each procurement, the Standard Tender Document (STD) groups the provisions that are intended to be used unchanged in Section II, Instructions to Tenders (Data and provisions specific to each procurement and contract should be included in the Tender Data Sheet); and in Section III General Conditions of Contract. Section IV, Special Conditions of Contract; Section V, Schedule of Requirements; and Section VI, Technical Specifications. The forms to be used are provided in Section VII, Sample Forms.

Care should be taken to check the relevance of the provisions of the STD against the requirements of the specific goods to be procured. The following general directions should be observed when using the documents:

a. Specific details, such as the "name of the Purchaser" and "address for Tender submission," should be furnished in the Invitation for Tenders, in the Tender Data Sheet, and in the Special Conditions of Contract. The final documents should contain neither blank spaces nor options.

b. All Tender documents described elsewhere in this document are normally required for the procurement of Goods. However, they should be adapted as necessary to the specific requirements of the particular project.

c. This Tender document is intended to be used on a repetitive basis. Modifications to meet the specific procurement requirements of a project should be provided in the Special Conditions of Contract. If modifications are to be made in Tender procedures, they can be presented in the Tender Data Sheet. The text of Instructions to Tenders and General Conditions of Contract shall remain unaltered.

d. These documents have been prepared for Tender where either pre-qualification or post-qualification applies. The process of pre-qualification of Tenders is not covered in this Standard Tender Document. Refer to the Standard Pre-qualification Document issued by the Public Procurement Authority.

[1] Or the equivalent threshold level as revised in accordance with the Public Procurement Act, 2003 Act (663)

e. The italicised Notes in boxes, italicised remarks in brackets [ ] and italicised footnotes in this Standard Tender Document are not part of the text. They contain guidance and instructions for the Procurement Entity preparing and issuing the document, and should not be incorporated in the final customized version. The cover should be modified as required to identify the Tender documents as to the names of the Project, Contract and Purchaser, in addition to date of issue.

***Notes on the Invitation for Tenders***

# Section I. Invitation for Tenders

*The Invitation for Tenders (IFT) shall be issued as*

*(a) an advertisement in one or more newspaper(s) of national circulation in Ghana and that appears at least once before the Tender Submission date*

*(b) An advertisement on the PPA website.*

*The Invitation for Tenders provides information that enables potential Tenderers to decide whether to participate. Apart from the essential items listed in the Standard Tender Documents (STD), the Invitation for Tenders should also indicate any important Tender evaluation criteria (for example, the application of a margin of preference in Tender evaluation) or qualification requirement (for example, a requirement for a minimum level of experience in manufacturing a similar type of goods for which the Invitation for Tenders is issued).*

*The Invitation for Tenders should be incorporated into the Tender documents. The information contained in the Invitation for Tenders must conform to the Tender documents and in particular to the relevant information in the Tender Data Sheet.*

**KWAME NKRUMAH UNIVERSITY OF SCIENCE AND TECHNOLOGY (KNUST), KUMASI**

**NATIONAL COMPETITIVE TENDERING (NCT)**

1. The Kwame Nkrumah University of Science & Technology intends to apply part of its Budgetary Allocation to fund eligible payments under the contract for the supply of the under listed item(s):

| S/NO. | CONTRACT PACKAGE NAME AND NUMBER: | QUANTITY | TENDER SECURITY | DATE AND TIME OF SUBMISSION |
|---|---|---|---|---|
| 3 | **AS/KNUST/GD/0060B/2026:**<br>Procurement of 2 No. Servers for the School of Graduate Studies, KNUST. | 2 No. | GH¢80,000.00 | **Friday,**<br>**27th November, 2026.**<br>**10:00 a.m.** |

2. The **Kwame Nkrumah University of Science & Technology, Kumasi** invites sealed tenders from eligible Tenderers for the procurement of the above items.

An eligible Tenderer in the Public Procurement shall possess the following documents:

i. Certificate of Incorporation (Renewal Mandate required);
ii. Valid GRA Tax Clearance Certificate;
iii. Valid SSNIT Clearance Certificate;
iv. VAT Registration Certificate; and
v. Valid Public Procurement Authority's Suppliers Registration Certificate.

Tendering will be conducted through the **National Competitive Tendering (NCT)** procedures as 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. A copy of the complete set of the Tender documents in English can be downloaded electronically through the Ghana Electronic Procurement System (GHANEPS) after which payment of non-refundable fee of **Three Hundred Ghana Cedis (GHS300.00**) will be paid for participation. Method of payment shall be through GHANEPS. Prospective Tenderers should log onto www.ghaneps.gov.gh with their respective Usernames and Passwords.

4. All tenders shall be valid for a period of **120 days** after the deadline of the tender submission. All tenders shall be accompanied by appropriate Tender Security indicated in the above table or Tender Securing Declaration as stated in the Tender Data Sheet.

5. Tenders must be submitted via the Ghana Electronic Procurement System (GHANEPS) on or before **10:00 am** on **Friday, 27th November, 2026.** Manual submission of tenders shall not be permitted. Tenders shall be opened electronically through the Ghana Electronic Procurement System (GHANEPS).

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

**Procurement Office**
**Kwame Nkrumah University of Science & Technology (KNUST),**
**Kumasi, Ghana.**
**Telephone: +233-(0)32-2060437**
**procurement@knust.edu.gh**

## Section II. Instructions to Tenderers (ITT)

### A. Introduction

**1. Scope of Tender**

1.1 The ***Kwame Nkrumah University of Science and Technology*** (hereinafter referred to as the Purchaser) wishes to receive Tenders for supply and delivery of goods, materials and equipment described in Section V and VII hereof (hereinafter referred to as the Goods).

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

**2. Source of Funds**

2.1 The Purchaser shall fund this procurement from part of its Budgetary Allocation to pay for the contract (hereinafter referred to as the "Contract") for which this Invitation for Tenders is issued toward the realization of the **Procurement of 2 No. Servers for the School of Graduate Studies, KNUST.**

2.2 Payments will be made only at the request of the Purchaser and upon approval by a designated official of the Republic of Ghana in accordance with terms and conditions of the contract agreement between the Purchaser and the Supplier (hereinafter referred to as the "Contract") and will be subject in all respects to the Public Financial Management Act, 2016, Act 921 of the Republic of Ghana. This Agreement shall not be valid unless the purchase is duly authorized in the form of a Purchase Order (PO) generated from the Ghana Integrated Financial Management Information Systems (GIFMIS) or in a form specified by the Ministry of Finance (MoF) pursuant to the Applicable Law.

**3. Eligible Tenderers**

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

i. Certificate of Incorporation (Renewal Mandate required);
ii. Valid GRA Tax Clearance Certificate;
iii. Valid SSNIT Clearance Certificate;
iv. VAT Registration Certificate; and

v. Valid Public Procurement Authority's Suppliers Registration Certificate

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

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

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

**4. Eligible Goods and Services**

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

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

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

**5. Cost of Tender**

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

## B. The Tender Documents

**6. Content of Tender Documents**

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

a. Instruction to Tenderers (ITT);

b. Tender Data Sheet;

c. General Conditions of Contract (GCC);

d. Special Conditions of Contract (SCC);

e. Schedule of Requirements;

f. Technical Specifications;

g. Tender Form and Price Schedules;

h. Tender Security Form;

i. Contract Form and Contract Data Sheet;

j. Performance Security Form;

k. Bank Guarantee for Advance Payment Form;

l. Manufacturer's Authorisation Form.

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

**7. Clarification of**

7.1 A prospective Tenderer requiring any clarification of the Tender Documents may request the Purchaser in writing or by fax at the

**Tender Documents**

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

**8. Amendment of Tender Documents**

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

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

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

## C. Preparation of Tenders

**9. Language of Tender**

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

**10. Documents Comprising the Tender**

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

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

b. Documentary evidence established in accordance with

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

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

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

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

**12. Tender Price** 12.1 The Tenderer shall indicate on the appropriate Price Schedule the unit prices (where applicable) and total Tender price of the goods it proposes to supply under the contract. 'Prices indicated on the Price Schedule shall be entered separately in the following manner:

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

ii. the price for Inland Transportation, Insurance, and other

Local Costs incidental to Delivery of the Goods to their final destination, if specified in the *Tender Data Sheet;*

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

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

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

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

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

i. Name and address of the Agent/Representative,

ii. The Agent/Representative providing type of services,

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

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

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

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

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

i. Source of information about tender invitation,

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

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

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

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

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

**13. Currency of Tender**

13.1 Prices must be quoted in Ghana Cedis (GH¢).

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

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

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

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

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

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

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

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

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

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

15.3 The documentary evidence of conformity of the Goods and

Services to the Tender documents may be in the form of Literature, Drawings, and Data, and shall consist of:

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

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

**16. Tender Security**

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

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

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

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

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

16.6 The Tender Security shall be forfeited:

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

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

i. sign the contract in accordance with Clause 36 or

ii. furnish performance security in accordance with Clause 37.

**17. Period of Validity of Tenders**

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

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

**18. Format and Signing of Tender**

18.1 The Tenderer shall prepare and submit the Tender electronically through the Ghana Electronic Procurement System (GHANEPS) in accordance with the procedures specified in the Tender Data Sheet and the Instructions to Tenderers (ITT). All tender documents comprising the Tender, as described in ITT Clause 10, shall be uploaded onto the GHANEPS platform in the designated electronic formats.

18.2 The original and copy of the Tender shall be typed or written in indelible ink and shall be signed by the Tenderer or a person or persons duly authorised to sign on behalf of the Tenderer. The latter authorisation shall be indicated by written power-of-attorney accompanying the Tender. All pages of the Tender, where entries or amendments have been made, shall be initialed by the person or persons signing the Tender.

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

## D. Submission of Tenders

**19. Sealing and Marking of Tenders**

19.1 The Tenderer shall submit the Tender electronically through the Ghana Electronic Procurement System (GHANEPS) in accordance with the procedures specified in the Tender Data Sheet and the Instructions to Tenderers (ITT). The Tenderer shall upload all required documents comprising the Tender as described in ITT Clause 10, using the designated sections and formats provided on the GHANEPS platform.

19.2 The inner and outer envelopes shall:

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

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

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

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

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

**20. Deadline for Submission of Tenders**

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

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

**21. Late Tenders**

21.1 Any Tender not received within the date and time specified in ITT Clause 20 will not be accepted and will be returned unopened.

**22. Modification and Withdrawal of Tender**

22.1 The Tenderer may modify or withdraw its Tender after the Tender submission, provided that written notice of the modification or withdrawal is received by the Purchaser twenty-four (24) hours prior to the deadline prescribed for submission of Tenders in Clause 20.

22.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of Clause 18 and 19, with the outer and inner envelopes additionally marked "Modification" or Withdrawal" as appropriate. A withdrawal notice may also be

sent by fax or email but followed by a signed confirmation copy, received not later than the deadline for submission of Tenders.

22.3 No Tender may be modified or withdrawn subsequent to the deadline for submission of Tenders.

22.4 No Tender may be withdrawn in the interval between the deadline for submission of Tenders and the expiration of the period of Tender validity specified by the Tenderer on the Tender Form. Withdrawal of a Tender during this interval shall result in the Tenderer's forfeiture of its Tender security, pursuant to Clause 16.6.

22.5 Tenderers may only offer discounts, or otherwise modify the prices of their Tenders by submitting Tender modifications in accordance with ITT Clause 22, or included in the original Tender submission.

## E. Tender Opening and Evaluation

**23. Opening of Tenders by Purchaser**

23.1 The Purchaser will open Tenders including modifications made pursuant to Clause 22, in the presence of Tenderers' representatives who choose to attend, at *(Date and Time)*[1] and at the place specified in the *Tender Data Sheet.* The Tenderers' representatives who are present shall sign a register evidencing their attendance.

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

23.3 The Tenderers' names, Tender prices, modifications, discounts offered, Tender withdrawals and the presence or absence of the requisite Tender security and such other details

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

as the Purchaser, at its discretion, may consider appropriate will be announced and read aloud by the Purchaser at the Tender opening session.

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

**24. Process to be Confidential**

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

**25. Clarification of Tenders**

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

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

26.1 The Purchaser will determine whether each Tender:

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

b. has been properly signed;

c. is accompanied by the required securities;

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

26.2 Arithmetical errors will be rectified on the following basis:

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

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

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

a. which affects in any substantial way the Scope, Quality, or Performance of the Contract; the following shall constitute such material deviations

i. failure to sign the Tender Form and Price Schedules by authorised person or persons.

ii. inability to meet the critical delivery 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 Authorisation (if applicable) for equipment not manufactured by the Tenderer/Agent/Accredited Dealer.

b. which limits in any substantial way, inconsistent with the Tender documents, the Purchaser'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. whose rectification would affect unfairly the competitive position of other Tenderers presenting substantially responsive Tenders.

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

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

**27. Evaluation and Comparison of Tenders**

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

27.2 The Purchaser's evaluation of a Tender will be on the bases of Tender Price as specified in the Price Schedule.

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

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

a. Delivery schedule offered in the Tender;

*[Specify factors, if necessary as per departmental requirements]*

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

*[Specify factors, if necessary as per departmental requirements]*

d. Contractual and Commercial Deviations:

*[Specify factors, if necessary as per departmental requirements]*

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

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

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

*[specify factors, if necessary as per departmental requirements. This Clause should be the elaboration of ITT Clause 27.5 (b)]*

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

in the Tender data Sheet or elsewhere in the Tender Document if quoted separately shall be added to the Tender Price.

*[Specify factors, if necessary as per departmental requirements. This Clause should be the elaboration of ITT Clause 27.5 (d) and 27.6 (d)].*

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

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

**28. Environmental Factors**

28.1 **Environmental & Social Consideration**: Tenders shall be evaluated taking into account compliance with Environmental protection, policies, laws and regulations applicable in Ghana as well as policies for the promotion of sustainable development

28.2 The Purchaser may specify in its evaluation criteria, a method to determine or assess how Tenders promote general as well as specific policies and programmes for sustainability and environmental protection.

**29. Margin of Preference**

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

**30. Contacting the Purchaser**

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

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

## F. Award of Contract

**31. Post qualification**[2]

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

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

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

**32. Award Criteria**

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

**33. Purchaser's Right to Vary**

33.1 The Purchaser reserves the right at the time of award of Contract to increase or decrease by the percentage as specified in the *Tender Data Sheet,* the quantity of goods and services originally specified in the Schedule of Requirements

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

**Quantities at Time of Award**

without any change in unit prices or other terms and conditions.

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

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

**35. Notification of Award**

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

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

35.3 Upon the successful Tenderer's furnishing of performance security pursuant to Clause 37, the Purchaser will promptly notify each unsuccessful Tenderer and will discharge its Tender security, pursuant to Clause 16.

35.4 The contract will incorporate all Agreements between the Purchaser and the successful Tenderer.

**36. Signing of Contract**

36.1 At the same time as the Purchaser notifies the successful Tenderer that its Tender has been accepted, the Purchaser will send the Tenderer the Contract Form provided in the Tender Documents, incorporating all agreements between the parties.

36.2 Within fourteen (14) days of receipt of the Notification of Award, the successful Tenderer shall sign and date the Contract Form and return it to the Purchaser.

36.3 The signing of the contract shall be preceded by a discussion

or negotiation between the Purchaser and Tenderer of any

issue that in the view of the Purchaser, end user or beneficiary

entity ought to be fully clarified and the outcome of such

discussion or negotiation shall be recorded in the form of

minutes and a record of it kept.

36.4 The Agreement shall only be valid upon;

(a) signing by both parties

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

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

(d) under the Applicable law

**37. Performance Security**

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

37.2 Failure of the successful Tenderer to comply with the requirement of Clause 36 or sub-clause 37.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Tender security in which event the Purchaser

may make the award to the next lowest evaluated Tender or call for new Tenders.

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

**38. Corrupt or Fraudulent Practices**

38.1 The Government of the Republic of Ghana requires that Tenderers under the contracts financed from public funds, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the following terms shall be interpreted as indicated:

a. "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and

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

c. "Collusion" means an agreement between tenderers

designed to influence the outcome of a tender

and/or the fix non-competitive prices of a tender.

38.2 The Purchaser will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

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

## TENDER DATA SHEET

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

| INTRODUCTION | |
|---|---|
| ITT.1.1 | Name of Purchaser: **Kwame Nkrumah University of Science & Technology, KNUST, Kumasi** |
| ITT. 2.1 | The Source of Funds: Budgetary Allocation |
| ITT. 2.1 | Name of Contract*:*<br><br>**S/No. 3: Procurement of 2 No. Servers for the School of Graduate Studies, KNUST.** |
| ITT 3.1 | **A. Invitation for Tenders are opened to all those eligible suppliers who possess the following documents:**<br><br>i. Certificate of Incorporation (Renewal Mandate required);<br>ii. Valid GRA Tax Clearance Certificate;<br>iii. Valid SSNIT Clearance Certificate<br>iv. VAT Registration Certificate; and<br>v. Valid Public Procurement Authority's Suppliers Registration Certificate.<br><br>Tenderers shall submit evidence of the current documentation of the above to support their eligibility.<br><br>**Note: Please submit the original copies of Tax and SSNIT Clearance Certificates for the purpose of the Tender at KNUST online. Certified copies from the Issuing Authority shall be accepted.** |
| ITT 7.1 | For **tender clarification purposes** only, the Purchaser's address is as follows:<br><br>Purchaser's Name: **Kwame Nkrumah University of Science & Technology**<br><br>Address: **Director of Procurement, Procurement Office**, **KNUST, Kumasi**<br><br>Telephone or telex: **032-2060437**<br><br>Facsimile numbers: **032-2060437**<br><br>Email Address: procurement@knust.edu.gh |
| ITT 8.1 | Purchaser can modify Tender documents before the Deadline for Submission of Tenders by issuing Addenda. |
| ITT 9.1 | Language of the Tender: English. |

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| **TENDER PRICE AND CURRENCY** | |
| ITT 12.1<br>(i) | The price quoted must be in **Ghana Cedis (GH¢)**<br>The prices shall include all duties, taxes and other levies. The prices should be expressed in the term of **DDP**, **KNUST** in **Ghana Cedis (GH¢).** |
| ITT 12.1<br>(ii) | The Prices for inland transportation should be in **GH¢**<br>The prices for insurance should be in **GH¢**<br>The prices for other local cost should be in **GH¢** |
| ITT 12.1<br>(iii) | The price of other incidental services:<br>(a) GH¢<br>Total DDP to KNUST, Central Stores should be in GH¢ |
| ITT 12.4 | The prices shall be fixed |
| ITT 13.1 | The prices shall be quoted in **Ghana Cedis (GH¢)** |
| **PREPARATION AND SUBMISSION OF TENDERS** | |
| ITT 14.3<br>(C) | **Firms are encouraged to partner or enter into joint ventureships to enhance their chances of qualifying.**<br>**A. Qualification requirements:**<br>i) The offered goods/equipment shall be latest and in current production for a minimum of 2 years. If the offered model is new, the manufacturer must have experience in producing a similar model for a minimum of 2 years.<br>ii) Compliance with the departmental requirement of the Technical Specification shall be duly filled in the "Offered" specification column of the Technical Specifications Table.<br>iii) Separate Tender shall be submitted for each package. No Tender will be considered if the offered quantity is different and the offered specification does not meet the minimum specifications that are specified in the Technical Specification. |

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| | iv) An agent can submit Tenders on behalf of more than one manufacturer but separate complete Tenders including Tender security must be submitted for each manufacturer.<br><br>v.) If an Agent submits Tenders on behalf of more than one Manufacturer, unless each such Tender is accompanied by a separate Tender Form for each Tender, and a Tender security, when required, for each Tender, and authorisation from the respective Manufacturer, all such Tenders will be rejected as non-responsive.<br><br>**Separate Tenders shall be labelled with the IFT No., Company's Name and the Package Name**<br><br>**B. POST QUALIFICATION REQUIREMENTS:**<br><br>i) The Tenderer should furnish the list and address of at least 3 Users who have purchased same/similar goods in the last 2 years and the quantity and value of goods sold to them. Tenderers shall submit copies of the contract documents (i.e., Notification of Awards and/or Contract Forms) as evidence to support their previous supply in the last Two (2) years. The information provided shall be used as references to check the performance of the tenderer. Tenderers should use the template in **Page 60** to respond to this requirement.<br><br>ii) 2 Years Audited Financial Report for 2024 and 2025.<br><br>iii) Provision of Power of Attorney. Tenderers should use the template in **Pages 70 or 72 (where applicable)** in this Tender Document.<br><br>iv) The offered equipment should comply with all environmental and regulatory laws of the country. |
| ITT 16.1 | Amount of Tender Security:<br><br>**S/No. 3: GH₵80,000.00**<br><br>**Note: Tender Security shall be in the form of any of the following;**<br><br>1. **Bid Guarantee from a reputable Bank, using the prescribed format in the tender document; or**<br>2. **Bid Bond from Insurance Company, using the prescribed format in the tender document; or** |

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| | 3. **Tender Securing Declaration, using the prescribed format in the tender document (page 69)**<br><br>**Tender Security validity is 28 days after Tender Validity Period: 148 Days** |
| ITT 17.1 | Tender Validity Period: **120 days**. |
| ITT 18.1 | Number of copies: **One (1) Original Copy shall be uploaded onto the GHANEPS platform in the designated electronic formats.** |
| ITT 19.2 (a) | Address for Tender submission:<br><br>**GHANEPS.** |
| ITT 19.2 (b) | IFT title and number:<br><br>**S/No. 3: Procurement of 2 No. Servers for the School of Graduate Studies, KNUST.**<br><br>**AS/KNUST/GD/0060B/2026** |
| ITT 20.1 | Deadline for Tender Submission:<br><br>Date: **Friday, 27th November, 2026**<br><br>Time: **10:00 a.m.**<br><br>Place: **GHANEPS Platform** |
| ITT 22.1 | Deadline for Tender Modification and Withdrawal:<br><br>Date: **Thursday, 26th November, 2026**<br><br>Time: **4:00 p.m.**<br><br>Place: **GHANEPS Platform** |
| ITT 23.1 | Tender Opening:<br><br>Date: **Friday, 27th November, 2026**<br><br>Time: **10:00 a.m.**<br><br>Place: **GHANEPS Platform** |
| **TENDER EVALUATION** | |
| ITT 28.4 | Criteria for Tender Evaluation shall be on the bases of:<br><br>i. DDP site price;<br><br>ii. Delivery requirement as per Schedule of Requirements; |

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| | iii. Specific standard or criteria as per Technical Specification;<br>iv. Cost of Inland transportation, Insurance, incidental cost and other local cost;<br>v. Eligibility Requirements as per I TT 3.1;<br>vi. Qualification Requirements as per I TT 14.3 (C) (A);<br>vii. Warranty, Country of Origin;<br>viii. Provision of Power of Attorney in **Pages 70 or 72** of this Tender document;<br>ix. Statement of After Sales Service;<br>x. Manufacturer's Authorisation or Distributor's certificate plus a copy of Manufacturer's Authorisation obtained by the Distributor;<br>xi. Provision of appropriate Tender Security in a format provided in **Page 67** of this Tender document; and<br>xii. Post Qualification Requirement as per ITT 14.3 (C) (B). |
| ITT 28.5<br>(a) | **Delivery schedule**: Relevant parameters of delivery:<br>**S/No. 3: 12 Weeks after award of contract**<br>**Adjustment expressed as a percentage of: 0.1% per week of the value of delayed Goods.** |
| ITT 28.5 (b) | Cost of spare parts shall be excluded from the Tender price.<br>GH¢ ……. [in total]<br>GH¢ …….……..[per unit] |
| ITT 28.5 (d) | Specific additional criteria are: Items and/or Equipment to be supplied must meet the minimum technical requirements indicated in the Technical Specification enclosed in this Tender Document. **See Section VI.**<br>**Bidders shall provide Manufacturer's Authorisation or Distributor's Certificate plus a copy of Manufacturer's Authorisation obtained by the Distributor, confirming originality of the Servers; please refer to Section VII, Form No. 6.** |
| ITT 28.5<br>Alternative | *[Specify the evaluation factors(s) if alternative provision is added in I TT 28.5.]*<br>**NO ALTERNATIVE BIDS SHALL BE ACCEPTED** |
| ITT 29.1 | A margin of preference shall be given up to 15% higher cost than the lowest evaluated Tender.: **Not Applicable** |
| **CONTRACT AWARD** | |
| ITT 33.1 | Percentage for quantity increase or decrease: one hundred per cent (100%) |
| ITT 35.1 | Notification of Award shall be sent to the successful Tenderer at any time prior to expiration of Tender Validity. |

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| ITT 37.1 | **Tenderer shall provide a Performance Security of 10% or an Unconditional Performance Bond of 30% of the Contract sum using the acceptable format from a Reputable Bank or Insurance Company (with at least one (1) year validity) within 14 days of the receipt of Notification of Award.** |

## Section III. General Conditions of Contract

**1. Definitions** 1.1 In this contract, the following terms shall be interpreted as indicated:

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

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

c. "The Goods" means equipment, machinery, related Accessories, spare-parts and/or other materials which the Supplier is required to supply to the Purchaser under the contract;

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

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

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

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

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

i. "Day" means calendar day.

j. "Public funds" include:

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

(ii) funds from government Foundations;

(iii) funds from government Trust Funds;

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

(v) funds from state foreign aid;

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

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

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

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

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

**4. Standards**

4.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin, such standards shall be the latest issued by the concerned institution.

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

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

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

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

5.3 Any document, other than the Contract itself, enumerated in subclause 5.1 shall remain the property of the Purchaser and shall be returned (all

copies) to the Purchaser on completion of the Supplier's performance under the Contract if so required by the Purchaser.

**6. Patent Rights**

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

**7. Performance Security**

7.1 Within fourteen (14) days after the Supplier's receipt of

notification of award of the contract, the successful Tenderer shall furnish performance security to the Purchaser in the amount specified in the Special Conditions of Contract and in the form specified in Section VII.

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

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

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

**8. Inspections and Tests**

8.1 The Purchaser or its Representative shall, at no extra cost, have the right to inspect and/or to test the goods to confirm their conformity to the Contract. The Special Conditions of Contract and/or the Technical Specifications shall specify what inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing of the identity of any representatives retained for these purposes within 21 days after award of the Contract.

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

8.3 Should any inspected or tested Goods fail to conform to the Specifications, the Purchaser may reject the Goods, and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Purchaser.

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

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

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

**9. Packing**

9.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

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

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

**10. Delivery and Transfer of Risk**

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

10.2 For purposes of the Contract, "FOB," "C&F," "CIF", "CIP", "EXW" and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of the International Rules for the Interpretation of the Trade Terms (INCOTERMS)[4] published by the International Chamber of Commerce (ICC), Paris.

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

**11. Insurance**

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

11.2 Where delivery of the goods is required by the Purchaser on a CIF, CIP basis, the Supplier shall arrange and pay for marine insurance, naming the Purchaser as the beneficiary.

Where delivery is on an FOB or C&F basis, marine insurance shall be the responsibility of the Purchaser.

**12. Transportation**

12.1 Where the Supplier is required under the Contract to deliver the goods FOB, transport of the goods, up to and including the point of putting the goods on board the vessel at the specified port of loading, shall be

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

arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.

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

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

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

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

**13. Incidental Services**

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

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

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

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

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

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

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

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

and

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

advance notification to the Purchaser of the pending termination, in sufficient time to permit

the Purchaser to procure needed requirements;

and

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

**15. Warranty**

15.1 The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or materials is required by the Purchaser's specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.

15.2 The warranty shall remain valid for **(see Technical Specification)** after the goods, or any portion thereof as the case may be, have been delivered to the final destination indicated in the Contract and installed and commissioned to the satisfaction of the Purchaser.

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

15.4 Upon receipt of such notice, the Supplier shall, within the period as specified in SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the Purchaser other than, where applicable, the cost of inland delivery of the repaired or replaced Goods or parts from EXW or to the final destination.

15.5 If the Supplier, having been notified, fails to take remedial action within forty-two (42) days from date of receipt of notice, the Purchaser may proceed to take such action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

**16. Payment**

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

16.2 The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted

pursuant to GCC Clause 10, and upon fulfillment of other obligations stipulated in the Contract.

16.3 Payments shall be made promptly by the Purchaser, but in no case later than twenty eight (28) days after i) acceptance of an invoice or claim by the Purchaser or (ii) as agreed by the parties.

16.4 The Purchaser shall pay to the Supplier interest on any outstanding amount at the prevailing interbank rate where the Purchaser has received an accepted invoice or certificate from the Supplier but has failed to make payment within the number of days stated in the Data Sheet and where such period is not stated, payment remains outstanding for more than twenty-eight (28) days after the agreed due date.

**17. Prices**

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

**18. Change Orders**

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

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

b. the method of shipment or packing;

c. the place of delivery; and/or

d. the Services to be provided by the Supplier.

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

**19. Contract Amendments**

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

**20. Assignment**

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

**21. Subcontracts**

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

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

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

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

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

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

**23. Liquidated Damages**

23.1 Subject to GCC Clause 25, if the Supplier fails to deliver any or all of the goods or to perform within the time period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to (0.5%) of the contract price of the delayed goods for each week of delay until actual delivery, up to a maximum deduction of (10%) percent of the delayed goods Contract Price. Once the maximum is reached, the

Purchaser may consider termination of the Contract pursuant to GCC Clause 24.

**24. Termination for Default**

24.1 The Purchaser may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, terminate the Contract in whole or in part:

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

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

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

24.3 **Termination for Corrupt or Fraudulent Practices**

The Purchaser may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, terminate the Contract in whole or in part if the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

For the purpose of this clause:

"corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of

a public official in the procurement process or in contract execution; and

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

**25. Force Majeure**

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

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

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

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

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

party shall have the right to claim damages from the other. All prior performance shall be subject to Contract terms.

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

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

**26. Termination for Insolvency**

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

**27. Termination for Convenience**

27.1 The Purchaser, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

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

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

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

**28. Resolution of Disputes**

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

28.2 If, after twenty-eight (28) days from the commencement of such informal negotiations, the Purchaser and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in the Special Conditions of Contract. These mechanisms may include, but are not restricted to, conciliation mediated by a third party, adjudication in an agreed national or international forum, and/or national and international arbitration.

**29. Governing Language**

29.1 The Contract shall be written in the language as specified in SCC. Subject to GCC Clause 30, the version of the Contract written in English language shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the English language.

**30. Applicable Law**

30.1 The Contract shall be interpreted in accordance with the laws of Ghana unless otherwise specified in the Special Conditions of Contract.

**31. Notices**

31.1 Any notice given by one party to the other pursuant to the Contract shall be sent to the other party in writing or by facsimile and confirmed in writing to the other party’ s address specified for that purpose in the Special Conditions of Contract.

31.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

**32. Taxes and Duties**

32.1 A Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the final destination.

## Section IV. Special Conditions of Contract

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

| | | |
|---|---|---|
| **1. Definitions**<br><br>**(GCC Clause 1)** | 1.1 | a. The Purchaser is: **KWAME NKRUMAH UNIVERSITY OF SCIENCE & TECHNOLOGY, PMB, KUMASI, GHANA**<br><br>b. The Supplier is:……<br><br>…….<br><br>*[Name and Address of Supplier]*<br><br>c. The Delivery site is: **CENTRAL STORES, KWAME NKRUMAH UNIVERSITY OF SCIENCE & TECHNOLOGY, PMB, KUMASI, GHANA** |
| **2. Country of Origin**<br><br>(GCC Clause 3) | 2.1 | Any country of the World.<br><br>*[Otherwise specify restrictions as applicable]* |
| **3. Performance Security**<br><br>**(GCC Clause 7)** | 3.1 | The performance security will be as follows:<br><br>i. The amount of performance security as a percentage of the contract price, shall be **Ten percent (10%)** of the Tender Price in the currency of the Tender price. It shall be in the form of an unconditional bank guarantee issued by a bank in Ghana acceptable to the Purchaser. |

3.2 The validity of Performance Security shall be one (1) year after the final installation and commissioning of the Goods and the issue of final acceptance certificate to the Suppliers. After delivery and acceptance of the Goods, the performance security shall be reduced to two (2) percent of the Contract. Price to cover the Supplier's Warranty obligations in accordance with Clause GCC 15.2. The supplier shall promptly extend the validity suitably to cover agreed extension of the warranty period of the supplied goods.

**4. Inspection and Tests**

**(GCC Clause 8)**

4.1 Inspection and tests prior to shipment of goods at final acceptance are as follows:

a. The time limit for inspection and tests and the issuance of Certificate of acceptance and/or rejection should be no later than **30 days** of the completion of inspection and tests.

…….

*[Specify such other criteria for inspection and tests, if necessary*]

**5. Packing**

**(GCC Clause 9)**

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

a. ……

b. ……

c. ……

d. ……

e. ……

*[Specify additional requirements for packing, marking and so on, if necessary.]*

**6. Delivery and Documents**

**(GCC Clause 10)**

6.1 For Goods Supplied from abroad:

a. Upon shipment, the Supplier shall notify the Purchaser and the Insurance Company by facsimile the full details of the shipment, including contract number, description of Goods, quantity, the vessel, (or the flight number), the bill of lading number and date, port of loading, date of shipment, port of discharge, etc. The Supplier shall mail the following documents to the Purchaser, with a copy to the Insurance Company:

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

ii. Original and *[insert number as required]* copies of the negotiable, clean on board, bill of lading (Consignment note) marked "freight prepaid" and *[insert number as required]* copies of non-negotiable bill of lading (Consignment note);

iii. Copies of the packing list identifying contents of each package;

iv. Insurance Certificate;

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

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

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

*[Other similar documents should be listed, depending upon the Incoterm retained or irrelevant document can be deleted.]*

6.2 The documents as per clause 6.1 shall be received by the Purchaser at least one week before arrival of Goods at the port or place of arrival and, if not received, the Supplier will be responsible for any consequent expenses.

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

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

ii. Delivery note, transport receipt, railway receipt;

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

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

v. Certificate of origin.

6.4 The documents as per sub-clause 6.3 shall be received by the Purchaser before arrival of the goods and, if not received, the Supplier will be responsible for any consequent expenses.

**7. Insurance**
**(GCC Clause 11)**

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

**8. Incidental Services**
**(GCC Clause 13)**

8.1 Incidental services to be provided are:

i. Installation and commissioning of equipment;

ii. Operational and maintenance training of equipment.

iii. …….[insert any other additional requirement].

*[Selected services covered under GCC Clause 13 and/or other should be specified with the desired features. The price quoted in the Tender price or agreed with the selected Supplier shall be included in the Contract Price. If no incidental services are required state "not applicable" ]*

**9. Spare Parts**

**(GCC Clause 14)**

9.1 Additional spare parts requirements are:

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

b. Other spare parts and components shall be supplied as promptly as possible, but in any case within six (6) months of placing the order and opening the letter of credit.

c. ……. *[specify other additional requirements.]*

**10. Warranty**

**(GCC Clause 15)**

10.1 In partial modification of the provisions, the warranty period shall be **(See Technical Specification for Warranty Period)** of operation or …… from date of acceptance of the Goods or …… from the date of delivery, whichever occurs earlier ……

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

a. make such changes, modification, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the contract

at its own cost and expense and to carry out further performance tests in accordance with SCC 4.1 or

b. Pay liquidated damages to the Purchaser with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be (0.1 %) per day.

10.2 The period for correction of defects in the warranty period is: 50%. time of the delivery schedule of the particular goods.

10.3 …….. [specify other suitable conditions for *warranty, if necessary].*

**11. Payment (GCC Clause 16)**

11.1 Payment for Goods and Services supplied shall be made in Ghanaian Cedis, as follows;

i. Advance Payment: (**--**) percent of the Contract Price shall be paid within -- days of signing of the Contract against a simple receipt and a bank guarantee for the equivalent amount and in the form provided in the Tender documents or another form acceptable to the Purchaser **(NOT APPLICABLE).**

ii. However **(100) percent** of the Contract Price shall be paid on receipt and acceptance of the Goods within **six (6) weeks** and upon submission of the documents specified in GCC Clause 10.

**12. Prices (GCC Clause 17)**

12.1 Tender Prices may be adjusted only in the case of Tender validity extension requested by the Purchaser.

12.2 Purchaser shall not entertain Contract Price variation due to the effect of any notice of notification of exchange rate variation of any convertible currency.

| | | |
|---|---|---|
| **13. Liquidated Damages**<br>**(GCC Clause 23)** | 13.1 | Applicable rate for the Liquidated damages is: 0.1% per day. |
| **14. Resolution of Disputes**<br>**(GCC Clause 28)** | 14.1 | The dispute resolution mechanism to be applied pursuant to clause 28.2 of the General Conditions of Contract shall be as follow:<br><br>a. in the case of a dispute between the Purchaser and a Supplier from Ghana, the dispute shall be referred to adjudication/arbitration in accordance with the Alternative Dispute Resolution Act, 2010 (Act 798) of Ghana. |
| **15. Governing Language**<br>**GCC Clause 29)** | 15.1 | The governing Language shall be English. |
| **16. Notices**<br>**(GCC Clause 31)** | 16.1 | For the notice purposes Purchaser and Supplier's address shall be as follows:<br><br>Purchaser's address for notice purposes:<br>……<br>……<br>Supplier's address for notice purposes:<br>…….<br>…… |

# SECTION V. SCHEDULE OF REQUIREMENTS

*Notes for Preparing the Schedule of Requirements*

*The Schedule of Requirements shall be included in the Tender documents by the Purchaser, and shall cover, at a minimum, a description of the goods and services to be supplied and the delivery schedule.*
*The objective of the Schedule of Requirements is to provide sufficient information to enable Tenderers to prepare their Tenders efficiently and accurately, in particular, the Price Schedule, for which a form is provided in Section VII. In addition, the Schedule of Requirements, together with the Price Schedule, should serve as a basis in the event of quantity variation at the time of award of contract.*

*The date or period for delivery should be carefully specified, taking into account (a) the implications of delivery terms stipulated in the Instructions to Tenderers pursuant to the Incoterms rules (i.e., EXW, or CIF, CIP, FOB, FCA terms—that "delivery" takes place when goods are delivered to the carriers), and (b) the date prescribed herein from which the Purchaser's delivery obligations start (i.e., notice of award, contract signature, opening or confirmation of the letter of credit).*

## Schedule of Requirements -Delivery of Products

The delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is the date of delivery (i) at EXW premises, or (ii) to the carrier at the port of shipment or port of destination when the contract is placed on CIF or FOB terms, or (iii) to the first carrier when the contract is placed on CIP or FCA terms. In order to determine the correct date of delivery hereafter specified, the Purchaser has taken into account the additional time that will be needed for international or national transit to the Project Site or to another common place.[5]

| S/No. | Description | Quantity | Maximum Delivery Schedule at site (from Date of Contract Signature) |
|---|---|---|---|
| 3 | Procurement of 2 No. Servers for the School of Graduate Studies, KNUST. | 2 No. | 12 Weeks after Award of Contract |

5

*The delivery may be specified for a single shipment, or for several partial shipments, for a specific date, or range of acceptable delivery periods.*

## SECTION VI. TECHNICAL SPECIFICATION

**Preamble**

***i.*** **It is mandatory for Tenderers to complete the required technical specification format;**

***ii.*** **Tenderers are required to respond to this item-by-item commentary on the Purchaser's Technical specifications, demonstrating substantial responsiveness of the goods in the offered Column;**

***iii.*** **Tenderers are requested to include with their tender brochures or pictures for each item (If Applicable);**

***iv.*** **Failure shall constitute grounds for rejection;**

***v.*** **Tenderers are requested not to alter or delete any part of the column indicating the Minimum Required Technical Specification; and**

***vi.*** **All goods shall be the latest and in current production.**

## TECHNICAL SPECIFICATION

**S/NO. 3: PROCUREMENT OF 2 NO. SERVERS FOR THE SCHOOL OF GRADUATE STUDIES, KNUST.**

Tenderers must specify what they intend to Offer in the **Offered Specification Column** for each feature sought. The item(s) to be offered should be based on the manufacturer's current standard models which conform, as near as possible, to the specifications specified below:

| S/No. | Quantity Required | Minimum Specifications Required | | Offered Specification |
|---|---|---|---|---|
| **1.** | **1 No.** | **Server** | | |
| | | Platform / Chassis | 2U rack-mount multi-node (twin) server providing two (2) independent, hot-pluggable compute nodes within a single 2U enclosure. | |
| | | | Supermicro SuperServer SYS-221BT-DNTR or its equivalent | |
| | | Processor — Node 1 | Two (2) × Intel Xeon Platinum 8592V: 64 cores, 2.00 GHz base frequency, 320 MB cache, 330W Thermal Design Power (TDP). | |
| | | Processor — Node 2 | Two (2) × Intel Xeon Gold 6448Y: 32 cores, 2.10 GHz base frequency, 60 MB cache, 225W Thermal Design Power (TDP). | |
| | | Aggregate cores | One hundred and ninety-two (192) physical cores across both nodes. | |
| | | Memory | Eight (8) × 64 GB DDR5-5600 ECC Registered DIMM; 512 GB total installed. | |
| | | Boot / OS storage | Two (2) × 960 GB 2.5-inch SATA 6 Gb/s enterprise SSD; minimum 4 DWPD endurance. | |

| | | | | |
|---|---|---|---|---|
| | | | Intel D3-S4620 or its equivalent | |
| | | Primary storage – Node 1 | Five (5) × 1.9 TB 2.5-inch NVMe PCIe 4.0 enterprise SSD; minimum 1 DWPD endurance. Configured as RAID 10 across four (4) drives with one (1) global hot spare. | |
| | | | Samsung PM9A3 or its equivalent | |
| | | Primary storage – Node 2 | Two (2) × 960 GB 2.5-inch NVMe PCIe 4.0 enterprise SSD; minimum 1 DWPD endurance. Configured as RAID 1. | |
| | | | Samsung PM9A3 or its equivalent | |
| | | RAID | Onboard NVMe SSD RAID supporting RAID levels 0, 1, 5 and 10, enabled on both nodes. Intel VROC via AOC-VROCPREMOD — two (2) licences, one per node. | |
| | | Network | Two (2) × 10 Gigabit Ethernet adapters in AIOM / OCP form factor, each providing two (2) × RJ45 and two (2) × SFP+ ports; one adapter per node. | |
| | | | Supermicro X710-TM4 or its equivalent. | |
| | | Systems management | Dedicated out-of-band management port per node, supporting IPMI 2.0 and Redfish with remote KVM-over-IP and virtual media. | |
| | | Power supply | Redundant (N+1), hot-swappable power supply units at the platform's rated capacity; 220–240 V AC, 50 Hz input. | |

| | | | | |
|---|---|---|---|---|
| | | Rack mounting | 2U-to-3U rack rail kit for a standard 19-inch rack, supplied with the system. | |
| | | | Supermicro MCP-290-00172-0N or its equivalent. | |
| | | **Please indicate the brand and model number of the server you intend to supply** | | |
| | | | | |
| **2.** | **1 No.** | **Server** | | |
| | | Platform / Chassis | 2U rack-mount multi-node (twin) server providing two (2) independent, hot-pluggable compute nodes within a single 2U enclosure | |
| | | | Supermicro SuperServer SYS-221BT-DNTR or its equivalent. | |
| | | Processor | Four (4) × Intel Xeon Platinum 8592V: 64 cores, 2.00 GHz base frequency, 320 MB cache, 330W Thermal Design Power (TDP) — two (2) processors per node across two (2) nodes. | |
| | | Aggregate cores | Two hundred and fifty-six (256) physical cores across both nodes. | |
| | | Memory | Eight (8) × 64 GB DDR5-5600 ECC Registered DIMM; 512 GB total installed. | |
| | | Boot / OS storage | Two (2) × 960 GB 2.5-inch SATA 6 Gb/s enterprise SSD; minimum 4 DWPD endurance. | |
| | | | Intel D3-S4620 or its equivalent. | |
| | | Primary storage | Ten (10) × 1.9 TB 2.5-inch NVMe PCIe 4.0 enterprise SSD, approximately 19 TB raw; minimum 1 DWPD | |

| | | | | |
|---|---|---|---|---|
| | | | endurance. Configured as RAID 10 with global hot spare. | |
| | | | Samsung PM9A3 or its equivalent. | |
| | | RAID | Onboard NVMe SSD RAID supporting RAID levels 0, 1, 5 and 10, enabled on both nodes. Intel VROC via AOC-VROCPREMOD — two (2) licences, one per node. | |
| | | Network | Two (2) × 10 Gigabit Ethernet adapters in AIOM / OCP form factor, each providing two (2) × RJ45 and two (2) × SFP+ ports; one adapter per node. | |
| | | | Supermicro X710-TM4 or its equivalent. | |
| | | Systems management | Dedicated out-of-band management port per node, supporting IPMI 2.0 and Redfish with remote KVM-over-IP and virtual media. | |
| | | Power supply | Redundant (N+1), hot-swappable power supply units at the platform's rated capacity; 220–240 V AC, 50 Hz input. | |
| | | Rack mounting | 2U-to-3U rack rail kit for a standard 19-inch rack, supplied with the system. | |
| | | | Supermicro MCP-290-00172-0N or its equivalent. | |
| | | **Please indicate the brand and model number of the server you intend to supply** | | |
| **Delivery period: 12 weeks after award of contract** | | | | |
| **Warranty period: 3 years from the date of delivery** | | | | |
| **Country of origin (Please specify)** | | | | |

# SECTION VII. SAMPLE FORMS

***Notes on the Sample Forms***

*The Tenderer shall complete and submit with its tender the* ***Tender Form*** *and* ***Price Schedules*** *pursuant to ITT Clause 10 and in accordance with the requirements included in the tender documents.*

*When requested in the Invitation for Tenders, the Tenderer should provide the* ***Tender Security****, either in the form included hereafter or in another form acceptable to the Purchaser, pursuant to ITT Clause 16.2.*

*The* ***Contract Form****, when it is finalised at the time of contract award, should incorporate any corrections or modifications to the accepted Tender resulting from price corrections, acceptable deviations, spare parts or quantity variations. The Price Schedule and Schedule of Requirements deemed to form part of the contract should be modified accordingly.*

*The* ***Performance Security Form*** *and* ***Bank Guarantee Form for Advance Payment*** *should not be completed by the Tenderers at the time of their tender preparation. Only the successful Tenderer will be required to provide performance security and bank guarantee for advance payment in accordance with one of the forms indicated herein or in another form acceptable to the Purchaser.*

*The* ***Manufacturer's Authorisation*** *form should be completed by the Manufacturer, as appropriate.*

## 1. Tender Form and Price Schedules

Date: _____
IFT No: _____
To: *[name and address of Purchaser]*

Gentlemen and/or Ladies:

Having examined the Tender documents including Addenda Nos. *[insert numbers],* the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver *[description of goods and services]* in conformity with the said Tender documents for the sum of GH¢_____ *[total Tender amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

We undertake, if our Tender is accepted, to deliver the goods and services in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Tender is accepted, we will provide a Bank Guarantee acceptable to the Purchaser in a sum equivalent to _____ percent of the Contract Price for the due performance of the Contract, in the form prescribed by the Purchaser.

We agree to abide by this Tender for a period of …….. *[insert number as specified in Tender validity period]* days from the date fixed for Deadline for Tender submission, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

| Name and address of agent | Amount and Currency | Purpose of Commission or Gratuity |
|---|---|---|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

(if none, state "none")

Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

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

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

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

_____ _____
*[Name and Signature of Officer]* *[in the capacity of]*

Duly authorized to sign Tender for and on behalf of _____
*[insert complete name of company]*

**Price Schedule**

Name of Tenderer _____ IFT Number _____ Page _____ of _____

| LOT | Description | Country of origin | Quantity | Unit Price EXW (specify place) | Total Price EXW | Total Price of Inland delivery to final destination | Total CIP site | VAT + OTHER LEVIES | Total Tender Price | Remarks |
|---|---|---|---|---|---|---|---|---|---|---|
| 1 | 2 | 3 | 4 | In figure 5 | 6=(4x5) | 7 | 8=(6+7) | 9 | 10=(8+9) | 11 |
| | | | | | | | | | | |
| | | | | | | | | | | |
| | | | | | | | | | | |
| | | | | | | | | | | |
| | | | | | | | | | | |
| **Grand Total** | | | | | | | | | | |

Total Tender Price (in words) …….

Signature of Tenderer: _____

*Note: 1. In case of discrepancy between unit price and total, the unit price shall prevail.*
*2. Tenderer must accept the correction of the arithmetic error pursuant to ITT Clause 26.*

## 2. Tender Security Form

Date:

*To [name and address of Purchaser]*

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

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

THE CONDITIONS of this obligation are:

1. If the Tenderer

(a) withdraws its Tender during the period of Tender validity specified by the Tenderer on the Tender Form; or

(b) does not accept the correction of errors in accordance with the Instructions to Tenderers; or

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

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

(b) fails or refuses to furnish the performance security, in accordance with the Instructions to Tenderers;

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

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

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

_____

*[signature of the bank/insurance company]*

Seal of the issuing Bank/ Insurance company:

Witness :

Signature:

Name :

Address :

## 1. Tender Securing Declaration

*[The Tenderer shall fill in this Form in accordance with the instructions indicated .]*

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

To: *[insert complete name of Purchaser]*

We, the undersigned, declare that:

1. We understand that, according to your conditions, tender must be supported by a Tender - Securing Declaration.

2. We accept that we will automatically be suspended from being eligible for Tendering in any contract with the Purchaser for the period of time of *[insert number of months or years]* starting on *[insert date],* if we are in breach of our obligation(s) under the bid conditions, because we:

(a) have withdrawn our Tender during the period of tender validity specified by us in the Tendering Data Sheet; or

(b) having been notified of the acceptance of our Tender by the Purchaser during the period of tender validity, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the ITB.

3. We understand this Tender Securing Declaration shall expire if we are not the successful Tenderer, upon the earlier of (i) our receipt of a copy of your notification of the name of the successful Tenderer; or (ii) twenty-eight days after the expiration of our Tender

4. We understand that if we are a Joint Venture, the Tender Securing Declaration must be in the name of the Joint Venture that submits the Tender. If the Joint Venture has not been legally constituted at the time of bidding, the Tender Securing Declaration shall be in the names of all future partners as named in the letter of intent.

Signed: *[insert signature of person whose name and capacity are shown]* In the capacity of *[insert legal capacity of person signing the* Tender *Securing Declaration]*

Name: *[insert complete name of person signing the* Tender *Securing Declaration]*

Duly authorized to sign the bid for and on behalf of: *[insert complete name of* Tender*er]*

Dated on _____ day of _____, _____ *[insert date of signing]*

**SPECIMEN 1: TO BE USED BY ENTERPRISES ONLY**

## POWER OF ATTORNEY

**I, (Name)** of **H/No…… KUMASI** in the Kumasi Metropolitan Assembly in the Ashanti Region of the Republic of Ghana trading under the name and style (e.g. MAGIDO ENTERPRISE), by these presents **DO MAKE, CONSTITUTE** and **APPOINT** (Name and address of Attorney) as my **TRUE** and **LAWFUL ATTORNEY** and in my name to do and execute all or any of the acts and things following:

1. Sign, for and on my behalf, all documents and processes relating to tendering for procurement of (state type of goods/services) at the Kwame Nkrumah University of Science and Technology (KNUST), Kumasi.
2. Enter, for and on my behalf, into negotiations with the relevant officers and execute any procurement contract.
3. Sign, endorse and accept, for and on my behalf, all cheques, bills of exchange and other negotiable instruments due in respect of the procurement contract.
4. May receive, enforce payment of and give receipts and discharges for all money and any other property or properties in respect of the procurement contract;
5. May settle, compromise, or submit to arbitration all accounts, claims and disputes between any other entity and I in respect of the procurement contract.
6. Generally, have authority to institute legal action, represent, defend and prosecute my interest in any Court of competent jurisdiction regarding the procurement contract and generally have power to depose to any affidavits or other Court processes required to adequately put forward my case.
7. Generally, my Attorney may act in relation to the subject matter of this Power of Attorney as fully and effectually in all respects as I could act myself.
8. THIS POWER shall remain in full force and effect until it has been duly revoked by me in writing.

**AND I HEREBY** promise to ratify and confirm all and whatsoever my said Attorney shall lawfully do or cause to be done by virtue of this authority.

**IN WITNESS WHEREOF,** I have hereunder set my hands this (state day, month and year)

**SIGNED by the within-named**
(State name of Principal)

In the presence of:

……
**PRINCIPAL**

**SIGNED by the within-named**
(State name of Attorney)

In the presence of:

……
**ATTORNEY**

**Witness:**

**Name:……**

**Address:……**

**OCCUPATION …….**

**Signature:……..**

**SPECIMEN 2: TO BE USED BY LIMITED LIABILITY COMPANIES ONLY**

## POWER OF ATTORNEY

**I, THE UNDERSIGNED, (Name) OF H/NO. ……. KUMASI** in the Kumasi Metropolitan Assembly in the Ashanti Region of the Republic of Ghana, **being the Managing Director or Executive Chairman of the Board of Directors** (whichever is applicable) of A & B Company Limited, a limited liability company registered under the laws of the Republic of Ghana with its registered office at (state H/No. of registered office) and of P. O. Box ..... , by these presents, for and on behalf of the Company **DO MAKE, CONSTITUTE** and **APPOINT** (Name and position of the Attorney in the Company) as the **TRUE** and **LAWFUL ATTORNEY** of the Company and in the name and on behalf of the Company, to do and execute all or any of the acts and things following:

1. Sign, for and on behalf of the Company, all documents and processes relating to tendering for procurement of (state type of goods/services) at the Kwame Nkrumah University of Science and Technology (KNUST), Kumasi.
2. Enter, for and on behalf of the Company, into negotiations with the relevant officers and execute any procurement contract.
3. Sign, endorse and accept, for and on behalf of the Company, all cheques, bills of exchange and other negotiable instruments due in respect of the procurement contract.
4. May receive, enforce payment of and give receipts and discharges for all money and any other property or properties in respect of the procurement contract.
5. May settle, compromise, or submit to arbitration all accounts, claims and disputes between the Company and any other entity in respect of the procurement contract.
6. Generally, have authority to institute legal action, represent, defend and prosecute the interest of the Company in any Court of competent jurisdiction regarding the procurement contract and generally have power to depose to any affidavits or other Court processes required to adequately put forward the case of the Company.
7. Generally, the Attorney of the Company may act in relation to the subject matter of this Power of Attorney as fully and effectually in all respects as the Company could act itself.
8. THIS POWER shall remain in full force and effect until it has been duly revoked by the Company in writing.

**AND THE COMPANY HEREBY** promises to ratify and confirm all and whatsoever the said Attorney shall lawfully do or cause to be done by virtue of this authority.

**IN WITNESS WHEREOF,** I have hereunder set my hands this (state day, month and year)

**SIGNED by the within-named**
(State name of MD or EC)

In the presence of:

……
**PRINCIPAL**

**SIGNED by the within-named**
(State name of Attorney)

In the presence of:

……
**ATTORNEY**

**Witness:**

**Name:……..……**

**Address: …….**

**Status** (in the company) **……**

**Signature:……..**

## 2. Post Qualification Information

***Notes on Form of qualification Information***

*The information to be filled in by Tenderers in the following pages will be used for the purpose of post-qualification. This information will not be incorporated in the Contract. Please attach additional pages, if necessary.*

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

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

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

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

2024/2025 ……
2023/2024 ……..

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

| Procurement ID No. | Name of Purchaser | Type of Goods | Agreement date | Delivery completion | Value Of |
|---|---|---|---|---|---|
| | | | | | |

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

……
…….
……
…….
……
…….
……
…….

1.5 Names, addresses and telephone, telex, facsimile numbers and email addresses of banks that may provide references if contacted by the Purchaser - **NOT APPLICABLE**

……
…….
……
…….
……
…….
……
…….

1.6 Information on current litigation in which the Tenderer is involved.

| Other party(ies) | Cause of dispute | Amount involved |
|---|---|---|
| | | |
| | | |
| | | |
| | | |

2. Additional Requirements

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

……
…….
……
…….
……
…….
……
…….

## 3. Notification of Award

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

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

……. *[address of the Supplier]*

**Subject : Notification of Award**

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

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

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

Authorised Signature : ……

Name and Title of Signatory : ……..

Name of Agency : ……..

Address for correspondence : …….

## 4. Notification of Award

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

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

……. *[address of the Supplier]*

**Subject : Notification of Award**

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

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

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

Authorised Signature : ……

Name and Title of Signatory : ……..

Name of Agency : ……..

Address for correspondence : …….

## 5 Contract Form

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

(a) the Tender Form and the Price Schedule submitted by the Tenderer;

(b) the Schedule of Requirements;

(c) the Technical Specifications;

(d) the General Conditions of Contract;

(e) the Special Conditions of Contract;

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

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

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

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

5. This Agreement shall not be valid unless;

(a) signing by both parties;
(b) authorisation in the form of a Purchase Order (PO) generated from the Ghana Integrated Financial Management Information Systems (GIFMIS) or in a form specified by the Ministry of Finance (MoF) pursuant to the Applicable Law.
(c) thefulfillment of conditions precedent such as the submission of performance bond, if any, that may be required on the part of either party under the Agreement or under the Applicable law.

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

| **On behalf of the Purchaser** | **On behalf of the Supplier** |
|---|---|
| Name: | Name: |
| Signature: | Signature: |
| Designation: | Designation: |
| Seal: | Seal: |
| Date: | Date: |
| **Witnessed By:** | **Witnessed by:** |
| Name: | Name: |
| Signature: | Signature: |
| Designation: | Designation: |
| Date: | Date: |

## 4. Manufacturer's Authorisation Form

Date:

To: *[name of the Purchaser]*

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

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

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

_____

*[signature for and on behalf of Manufacturer]*

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

## 5. Performance Security Form

Date:

To: [name of Purchaser]

[address of Purchaser]

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

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

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

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

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

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

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

Signature and seal of the Guarantors

_____
[name of bank]

_____
[address]

_____
[date]

## 6. Bank Guarantee Form for Advance Payment

Date:

To: [name of Purchaser]

[address of Purchaser]

[name of Contract]

Gentlemen and/or Ladies;

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

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

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

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

Yours truly,

Signature and seal of the Bank

_____

[name of Bank]

_____

[address]

_____

[date]