TENDER DOCUMENTS

FOR

PROCUREMENT OF WORKS

PROCUREMENT AND CONSTRUCTION OF THREE (3) UNITS MECHANIZED WATER SYSTEM FOR CORPORATE SOCIAL RESPONSIBILITY (CSR) PROJECT

REQUEST FOR QUOTATION (RFQ)

REFERENCE NO.: GR/GGD/WKS/RFQ/051B/2026

NOVEMBER, 2026

INTRODUCTION

This Standard Request for Quotation Document is intended to be used where the proposed works are of simple nature, small value (i.e. up to GHS 1,800,000S)[1].

Whoever prepares the Request for Quotation documents should be thoroughly familiar with the Instructions to Prospective Contractor and Conditions of Contract included in the RQW, as well as with the law applicable to the contract and any specific requirements of the specific contract. Where the user has little experience in writing Request for Quotation Documents or where complicated circumstances apply, expert advice should be sought.

Since the intention is that these documents should only be used for contracts of short duration and of low risk, there is no reference to an impartial "Engineer" or "Project Manager" but the Employer must appoint an authorized person to act for him, and if he wishes to engage a consultant to administer the contract, he may appoint a representative with specific delegated duties and authority.

[1] or the equivalent threshold level as revised by the Public Procurement Authority.

TABLE OF CONTENTS

INTRODUCTION i

PART – I: REQUEST FOR QUOTATION PROCEDURES 6

Section I. Instructions to Prospective Contractors 5

A. General 5

Definitions…. 5

1. Scope of Request for Quotation 6
2. Source of Funds 6
3. Fraud and Corruption 7
4. 7
5. ..... **Error! Bookmark not defined.**
6. ..... **Error! Bookmark not defined.**
7. Cost of Request for Quotationing 7

B. Request for Quotation Documents 7

8. Contents of Request for Quotation Documents 7
9. Clarification of Request for Quotation Documents 8
10. 8

C. Preparation of Quotations 8

11. 8
12. Documents Comprising the Request for Quotation 8
13. Request for Quotation Prices 8
14. Request for Quotation 9
15. Request for Quotation Validity 9
16. 9
17. Format and Signing of Request for Quotation 9

D. Submission of Request for Quotations 10

18. Submission, Sealing, and Marking of Request for Quotations 10
19. Deadline for Submission of Request for Quotations 10
20. Late Request for Quotations 10
21. 10

E. Request for Quotation Opening and Evaluation 10

22. Request for Quotation Opening 10
23. Confidentiality 10
24. Clarification of Request for Quotations 11
25. 11
26. Correction of Errors 11
27. Request for Quotation 11
28. Evaluation and Comparison of Request for Quotations 11
29. 12
30. Determination of the Lowest Evaluated Request for Quotation 12

F. Award of Contract 12

31. Award Criteria 12
32. 12

33. Employer's Right to Accept any Request for Quotation and to Reject any or all Request for Quotations 13
34. Employer's Right to cancel the Request for Quotation process and reject all Request for Quotations 13
35. Notification of Award and Signing of Agreement 13
36 13
37 13
38 13

CANCELLED .....

Section II. Request for Quotation Data Sheet 15

A. General 15
B. Request for Quotation Documents 15
C. Preparation of Request for Quotations 16
D. Submission of Request for Quotations 16
E. Request for Quotation Opening and Evaluation 17
F. Award of Contract 17

Section III. Evaluation and Qualification Criteria .....

Section III. Evaluation and Qualification Criteria 18

A. Evaluation .....

Section IV. REQUEST FOR QUOTATION Forms 19

1. Contractor's Request for Quotation 20

Conditions of Contract and Contract Forms 23

Section V. General Conditions of Contract 24

Section VI. Special Conditions of Contract 38

Section VI. Special Conditions of Contract 39

A. General 39
B. Time Control 40
C. Quality Control 41
D. Cost Control 41
E. Finishing the Contract 41

Section VII. Forms of Agreement 42

Section VII. Forms of Agreement 43

Contract Agreement 45
PART III: WORKS REQUIREMENTS 47
BILLS OF QUANTITIES 48
Bills of Quantities 49
SPECIFICATIONS AND PERFORMANCE REQUIREMENTS 50
Specifications 51
DRAWINGS 52
Drawings 53

Invitation for Sealed Quotation

Name of Procurement Entity: **GHANA GOLD BOARD (GOLDBOD)**

Address of Procurement Entity**:** **The Chief Executive Officer**
P. O. Box M 108
1 Thorpe Road, High Street
Accra - Ghana

Tel: +233-244 895 900
Email: frank.ademan@goldbod.gov.gh

Sealed Quotation No: **GR/GGD/WKS/RFQ/051B/2026**

Date of Invitation: **20th November, 2026**

REQUEST FOR QUOTATION

PROCUREMENT AND CONSTRUCTION OF THREE (3) UNITS MECHANIZED WATER SYSTEM FOR CORPORATE SOCIAL RESPONSIBILITY (CSR) PROJECT

1. The Ghana Gold Board intends to apply part of its Internally Generated Funds to fund eligible payments under the contract for the **Procurement and Construction of Three (3) Units Mechanized Water System for Corporate Social Responsibility (CSR) Project**

2. The GoldBod invites sealed Tenders from eligible shortlisted Contractors for underlisted works.

Description	Location	IFT. No.	Project Durations
Procurement and Construction of Three (3) Units Mechanized Water System for Corporate Social Responsibility (CSR) Project	Kyekyebiase, Asante Akyem Central (Ashanti Region)	**GR/GGD/WKS/RFQ/051B /2026**	3 Calendar Months
	Amponyase, Adansi Akrofuom (Ashanti Region)		
	Kwamekyemkrom, Ahafo-Ano Southeast (Ashanti Region)		

3. This procurement process will be conducted through the Request for Quotation (RFQ) procedures specified in the Public Procurement **Act, 2003 (Act 663),** as amended.

4. Shortlisted Firms shall provide evidence and copies of the following in addition to their quotations.

a. Business Registration Certificate (Registered in the Republic of Ghana)
b. Valid Tax Clearance Certificate
c. Valid SSNIT Clearance Certificate
d. VAT Registration Certificate
e. Valid PPA Registration Certificate or Evidence of Renewal
f. Works and Housing Certificate (D3/K3)
g. Valid Labour Certificate
h. Quotations should be Signed

5. Shortlisted Firms may obtain further information at the **Procurement Department, Room 406 from 9:00am to 12:00pm** and **2:00pm to 5:00pm, Monday to Friday.** A complete set of Request for Quotation Document in English may be obtained **on the GHANEPS** or at the **Procurement Department** of the **GOLDBOD.**

6. Quotations shall be in Ghana Cedis and must include all relevant taxes. The **Completion Period** for the works shall be **three (3)** after contract award and payment shall be within **30 days** after satisfactory completion of works.

7. Tendering process will be conducted through the **GHANEPS.** Tenders will be opened immediately online at **2:00 pm on Wednesday, 2nd December, 2026**. Quotations shall be valid for **90 days** after the deadline of submission.

PART – I: REQUEST FOR QUOTATION PROCEDURES

TABLE OF CLAUSES

INTRODUCTION i
FORMAT FOR INVITATION FOR REQUEST FOR QUOTATIONS
PART – I: 6
REQUEST FOR QUOTATION PROCEDURES 6
Section I. Instructions to Prospective ContractorProspective Contractors 5
A. General 5
Definitions 5
Scope of Request for Quotation 6
Source of Funds 6
Fraud and Corruption 7
Eligible Request for QuotationProspective ContractorProspective Contractors .....
Qualifications of the Request for QuotationProspective Contracto
One Request for Quotation per Request for QuotationProspective Contractor .....
Cost of Request for Quotationing 7
B. Request for Quotation Documents 7
Contents of Request for Quotation Documents 7
Clarification of Request for Quotation Documents 8
Amendment of Request for Quotation Documents .....
C. Preparation of Request for Quotations 8
Language of Request for Quotation .....
Documents Comprising the Request for Quotation 8
Request for Quotation Prices 8
Currencies of Request for Quotation and Payment 9
Request for Quotation Validity 9
Request for Quotation Securing Declaration .....
Format and Signing of Request for Quotation 9
D. Submission of Request for Quotations 10
Submission, Sealing, and Marking of Request for Quotations 10
Deadline for Submission of Request for Quotations 10
Late Request for Quotations 10

Modification, Substitution and Withdrawal of Request for Quotations .....
E. Request for Quotation Opening and Evaluation.....10
Request for Quotation Opening 10
Confidentiality 10
Clarification of Request for Quotations.....11
Examination of Request for Quotations and Determination of Responsiveness .....
Correction of Errors 11
Currency for Request for Quotation Evaluation 11
Evaluation and Comparison of Request for Quotations 11
Determination of the Lowest Evaluated Request for Quotation.....12
F. Award of Contract 12
Award Criteria 12
Negotiations .....
Employer's Right to Accept any Request for Quotation and to Reject any or all Request for Quotations 13
Employer's Right to cancel the Request for Quotation process and reject all Request for Quotations 13
Employer's Right to Vary Quantities at the Time of Award .....
Notification of Award and Signing of Agreement.....13
Performance Security.....**Error! Bookmark not defined.**
Advance Payment and Security .....
Adjudicator .....
G. Review of Procurement Decisions.....
Right to Review .....

Section I. Instructions to Prospective Contractors

A. General

Definitions

"QDS" means Quotation Data Sheet in Section II of these Request for Quotation Documents used to reflect specific requirements and/or conditions.

"Request for Quotation" means a Request for Quotation for the provision of the Works submitted by a Request for Prospective Contractor in response to these Request for Quotation Documents.

Prospective Contractor" means any eligible entity or person, including any associate of such eligible entity or person that submits a Request for Quotation.

Request for Quotation Documents" means Sections these documents, including any amendments that may be made, prepared by the Employer for the selection of the Contractor.

"Bill of Quantities" means the priced and completed Bill of Quantities forming part of the Request for Quotation.

"Confirmation" means confirmation in writing.

"Contract" means the contract proposed to be entered into between the Employer and the Contractor, including all of the documents specified in GCC Sub-Clause 2.3 and any attachments, appendices, and all documents incorporated by reference therein.

"Contract Price" means the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.

"Contractor" means the entity or person, including any associate, that provides the Works to the Employer under the Contract.

"Day" means a calendar day.

"Employer" means the entity **inviting the Quotations**, the party with which the Contractor signs the Contract for the provision of the Works.

Defines, for the purposes of this provision, the terms set forth below as follows:

i. "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;

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

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

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

v. "obstructive practice" is:

deliberately destroying, falsifying, altering, or concealing of evidence

material to the investigation or making false statements to investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

acts intended to materially impede the exercise of the PPA's inspection and audit rights.

Rejects a proposal for award if the Entity determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

"GCC" means the General Conditions of Contract.

"Government" means the Government of Ghana.

"Instructions to Prospective Contractors or "ITPC" mean this Section I of these Request for Quotation Documents, including any amendments, which provide Prospective Contractors with information needed to prepare their Quotations.

"Intended Completion Date" means the date on which it is intended that the Contractor shall complete the Works as **specified in RQDS**.

"in writing" means communicated in written form (e.g., by mail, e-mail or facsimile) delivered with proof of receipt.

"Letter of Acceptance" has the meaning given the term in RQDS.

"PPA" means the Public Procurement Authority

"SCC" means the Special Conditions of Contract.

"Taxes" has the meaning given the term in Table C.

"Works" means what the Contract requires the Contractor to construct, install, and turn over to the Employer.

Scope of Request for Quotation

1.1 The Works for which the Request for Quotation Documents have been issued is: **Procurement and Construction of Mechanized Boreholes for GOLDBOD Corporate Social Responsibility.**

1.2 The identification number of this Request for Quotation process is:

1.3 The number and identification of lot (contract) comprising this IFT is:

1.4 Throughout these Request for Quotation Documents, except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular; and the feminine means the masculine and vice versa.

Source of Funds

The Employer intends to apply a portion of its budgetary allocation to fund payments under the Contract for which these Request for Quotation Documents are issued.

Fraud and Corruption

The Employer requires that all beneficiaries of its funding, including any Contractors, suppliers, contractors, subcontractors and consultants observe the highest standards of ethics during the procurement and execution of this contract.

In line with this, the Employer:

will reject a Quotation if it determines that the Request for Prospective Contractor recommended to be selected as the Contractor has, directly or indirectly, engaged in Fraud and Corruption in competing for the Contract;

has the right to sanction a Request for Prospective Contractor, including declaring the Prospective Contractor ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the Prospective Contractor or Contractor has, directly or through an agent, engaged in Fraud and Corruption in competing for, or in executing, such a contract; and

Furthermore, Prospective Contractors shall be aware of the provisions stated in Section V, General Conditions of Contract (GCC).

Cost of Request for Quotation

The Prospective Contractor shall bear all costs associated with the preparation and submission of its Request for Quotation, and the Employer shall, in no case, be responsible or liable for those costs, regardless of the conduct or outcome of the Request for Quotation process.

B. Request for Quotation Documents

Contents of Request for Quotation Documents

The set of Request for Quotation Documents comprises the documents listed below and addenda issued in accordance with ITT Clause 10:

Part I —Request for Quotation Request for Quotation Procedures

Section I. Instructions to Request for Contractor Prospective Contractors (ITRQ)

Section II. Request for Quotation

Section III. Evaluation and Qualification Criteria

Section IV. Request for Quotation Forms

Part II – Forms of Contract

Section V. General Conditions of Contract (GCC)

Section VI. Form of Special Conditions of Contract (SCC)

Section VII. Forms of Agreement

Part III -- Works Requirements

Section VIII. Bill of Quantities (Appendix 1)

Section IX. Specifications and Performance Requirements (Appendix 2)

Section X. Drawings (Appendix 3)

The Prospective Contractor is expected to examine all instructions, forms, terms, and specifications, inclusive of environmental, social and health and safety requirements, in the Request for r Quotation Documents. Failure to furnish all information or documentation required by the Request for Quotation Documents may result in the rejection of the Request for Quotation.

Clarification of Request for Quotation Documents

A prospective Contactor requiring any clarification of the Request for Quotation Documents may notify the Employer in writing at the Employer's address **indicated in these Documents.** The Employer will respond, in writing, to any request for clarification received earlier than the number of days **indicated in these** prior to the deadline for submission of Quotations. Copies of the Employer's response will be forwarded to all prospective Contractors who have acquired the Request for Quotation Documents.

C. Preparation of Quotations

Documents Comprising the Request for Quotation

The Quotation submitted by Prospective Contractor shall comprise the following:

The Request for Quotation (in the format indicated in Section IV);

Request for Quotation Priced Bill of Quantities;

Technical Offer/Method Statement;

Written power of attorney authorizing the signatory of the response to the Request for Quotation to commit the Prospective Contractor, in accordance with ITT 11.2; and

Any other materials required to be completed and submitted by Request for Prospective Contractors.

Request for Quotation Prices

The Contract shall be for the Works, as described in ITT Sub-Clause 1.1, based on the priced Bill of Quantities or priced Schedule of Activities submitted by the Request for Quotation for Prospective Contractor.

The Prospective Contractor shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items for which no rate or price is entered by the Request for Prospective Contractor shall not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities. Corrections, if any, shall be made by crossing out, initialing, dating and rewriting.

Table C sets forth the tax provisions applicable to any Request for Quotation and to performance of the Contract. Request for Quotation for Prospective Contractors should review and consider this clause carefully in preparing their Request for Quotation.

The rates and prices quoted by the Prospective Contractor shall be subject to adjustment during the performance of the Contract if **provided for in the**

RQDS and SCC and the provisions of Clause 11.8 of the GCC. The Prospective Contractor shall submit with the Request for Quotation all the information required under the SCC and GCC Clause 11.8.

Request for Quotation

Request for Quotation

Request for Quotation Validity

Request for Quotations shall remain valid for the period **specified in the RQDS.** A Request for Quotation valid for a shorter period shall be rejected by the Employer as non-responsive.

In exceptional circumstances, prior to the expiration of the original Request for Quotation validity period, the Employer may request Prospective Contractors to extend the period of validity of their Request for Quotations for a specified additional period. The request and the Request for the Prospective Contractors' responses shall be made in writing. A Prospective Contractor agreeing to the request shall not be required or permitted to modify its Request for Quotation, except at the discretion of the Employer.

In the case of fixed price contracts, if the award is delayed by a period exceeding sixty (60) days beyond the expiry of the initial Request for Quotation validity period, the contract price will be increased by a factor specified in the request for extension. The Request for Quotation evaluation shall be based on the Request for Quotation price without taking into consideration the above correction.

Format and Signing of Request for Quotation

The Prospective Contractor shall prepare one original set of the documents comprising the Request for Quotation as described in ITT 13 and clearly mark it **ORIGINAL**. In addition, the Prospective Contractor shall submit copies of the Request for Quotation in the numbers specified in the TDS and clearly mark each one **COPY**. In the event of any discrepancy between the original and the copies, the original shall prevail.

The original and all copies of the Request for Quotation shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Prospective Contractor. This authorization shall consist of a written confirmation as **specified in the RQDS** and shall be attached to the Request for Quotation. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Request for Quotation where entries or amendments have been made shall be signed or initialed by the person signing the Request for Quotation.

Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Request for Quotation.

The Prospective Contractor shall furnish information as described in Section IV – Request for Quotation Forms on commissions or gratuities, if any, paid or to be paid to agents relating to this Request for Quotation, or to Contract execution if the Request for Quotation for Prospective Contractor is awarded the Contract.

Request for Quotations shall be submitted strictly in accordance with the Request for Quotation Documents. Any amendments or qualifications made by the Prospective Contractor, except those to comply with instructions issued by the

Employer, may result in rejection of the Request for Quotation.

D. Submission of Request for Quotations

Submission, Sealing, and Marking of Request for Quotations

Prospective Contractors may always submit their Quotations by mail or by hand. Prospective Contractors submitting Request for Quotations electronically shall follow the procedures **specified in the RQDS.** For Request for Quotations submitted in hard copy, the Prospective Contractor shall seal the original and all copies of the Quotation in two inner envelopes and one outer envelope, duly marking the inner envelopes as "ORIGINAL" and "COPIES."

The inner and outer envelopes shall:

(a) bear the name and address of the Prospective Contractor**;**

(b) be addressed to the Employer at the address **provided in the RQDS;**

(c) bear the name and identification number of the Contract as **defined in the RQDS** and SCC; and

(d) provide a warning "DO NOT OPEN BEFORE" the specified time and date for Request for Quotation opening as **defined in the TDS.**

If the envelopes are not sealed and marked as above, the Employer shall assume no responsibility for the misplacement or premature opening of the Request for Quotation.

Deadline for Submission of Request for Quotations

Request for Quotations shall be delivered to the Employer at the address specified above no later than the time and date **specified in the RQDS.**

The Employer may, at its discretion, extend the deadline for submission of Request for Quotations by issuing an addendum in accordance with ITT Clause 10, in which case all rights and obligations of the Employer and the Prospective Contractors previously subject to the original deadline shall then be subject to the new deadline.

Late Request for Quotations

Any Request for Quotation received by the Employer after the deadline prescribed in ITT Clause 19 shall be declared late, rejected, and returned unopened to the Request for Quotation for Prospective Contractor.

E. Request for Quotation Opening and Evaluation

Request for Quotation Opening

The Employer shall open the Quotations, including modifications made pursuant to ITT Clause 21, in the presence of the Prospective Contractors' representatives who choose to attend at the time and in the place **specified in the RQDS**.

The Employer shall prepare minutes of the Quotation opening, including the information disclosed, to those present.

Confidentiality

Information relating to the examination, clarification, evaluation, and comparison of Quotations and recommendations for the award of a Contract shall not be disclosed to Prospective Contractors or any other persons not officially concerned with such process until publication of the award to the successful

Contractor has been announced. The undue use by any Prospective Contractor of confidential information related to the process may result in the rejection of its Quotation and may subject the Prospective Contractor to the provisions of the Government's and the Employer's anti-fraud and corruption policies.

Any effort by a Prospective Contractor to influence the Employer's processing of Request for Quotations or award decisions may result in the rejection of its Request for Quotation. Notwithstanding the above, from the time of Request for Quotation opening to the time of Contract award, if any Prospective Contractor wishes to contact the Employer on any matter related to the Request for Quotation process, it should do so in writing.

Clarification of Request for Quotations

To assist in the examination, evaluation, and comparison of Request for Quotations, the Employer may, at its discretion, ask any Prospective Contractor for clarification of the Prospective Contractor's Request for Quotation, including breakdown of prices. The request for clarification and the response shall be in writing, but no change in the price or substance of the Request for Quotation shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Request for Quotations in accordance with ITT Clause 26.

Correction of Errors

Request for Quotations determined to be substantially responsive shall be checked by the Employer for any arithmetical errors and corrected on the following basis:

(a) 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, unless in the opinion of the Employer there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;

(b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and

(c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

If the Prospective Contractor that submitted the lowest-evaluated Request for Quotation does not accept the correction of errors, its Request for Quotation shall be rejected.

Request for Quotation

Request for Quotation

Evaluation and Comparison of Request for Quotations

The Employer shall evaluate and compare only the Request for Quotations determined to be substantially responsive in accordance with ITT Clause 25.

In evaluating the Request for Quotations, the Employer shall determine for each Request for Quotation the evaluated Request for Quotation price by adjusting the Request for Quotation price as follows:

Making any correction for errors pursuant to ITT Clause 26;

Excluding provisional sums and the provision, if any, for contingencies in the Bill of Quantities, but including day works, where priced competitively;

Making an appropriate adjustment for any other acceptable variations, or deviations submitted.

Making appropriate adjustments to reflect discounts or other price modifications offered in accordance with ITT Sub-Clause 21.5; and

The evaluation factors indicated in Section III - Evaluation and Qualification Criteria.

The Employer shall determine to its satisfaction whether the Prospective Contractor that is selected as having submitted the lowest evaluated and substantially responsive Request for Quotation is qualified to perform the Contract satisfactorily. The determination shall be based upon an examination of the documentary evidence of a Prospective Contractor's qualifications submitted by a Prospective Contractor and the qualification criteria indicated in Section III - Evaluation and Qualification Criteria.

The Employer reserves the right to accept or reject any variation, deviation, or unsolicited alternative offer. Variations, deviations, and unsolicited alternative offers and other factors which are in excess of the requirements of the Request for Quotation Documents or otherwise result in unsolicited benefits for the Employer shall not be taken into account in Request for Quotation evaluation**.**

The estimated effect of any price adjustment conditions under GCC Clause 11.8, during the period of implementation of the Contract, shall not be taken into account in Request for Quotation evaluation.

At any time during the evaluation process, the Employer reserves the right to conduct a verification of market-reasonableness of the prices offered, and a negative determination (either unreasonably high or unreasonably low) could be a reason for rejection of the Request for Quotation at the discretion of the Employer. The Prospective Contractor shall not be permitted to revise its Request for Quotation after this determination.

Determination of the Lowest Evaluated Request for Quotation

The Request for Quotation with the lowest evaluated price from among those which are eligible, compliant and substantially responsive shall be the lowest evaluated Request for Quotation.

F. Award of Contract

Award Criteria

Prior to the expiration of the period of Request for Quotation validity, the Employer will award the Contract to the Prospective Contractor whose Request for Quotation has been determined to be substantially responsive to the Request for Quotation Documents and who has offered the lowest evaluated Quotation price, provided that such Request for Prospective Contractor has been determined to be (a) eligible. (b) qualified and (c) otherwise determined qualified to perform the Contract.

Employer's Right to Accept any Request for Quotation and to Reject any or all Request for Quotations	The Employer reserves the right to accept or reject any Quotation, at any time prior to the award of Contract, without thereby incurring any liability to any Prospective Contractor or any obligation to inform the affected Prospective Contractors of the grounds for the Employer's action.
Employer's Right to cancel the Request for Quotation process and reject all Request for Quotations	The Employer reserves the right to cancel the Request for Quotation process and reject all Request for Quotations, at any time prior to the award of Contract, without thereby incurring any liability to any Prospective Contractor or any obligation to inform the affected Prospective Contractor or of the grounds for the Employer's action.
Notification of Award and Signing of Agreement	The Prospective Contractor whose Quotation has been accepted shall be notified of the award by the Employer in writing prior to the expiration of the Request for Quotation validity period using a letter of acceptance substantially in the form set out in Section VII of these Request for Quotation Documents (the "Letter of Acceptance"). The Letter of Acceptance shall constitute the formation of the Contract, subject to the Prospective Contractor signing the Contract. The Contract will constitute all agreements between the Employer and the successful Contractor as described in SCC Clause 1.1.1. Promptly after providing the successful Contractor with the Letter of Acceptance, the Employer will send the successful Contractor the Agreement. Within 7 days of receipt, the successful Contractor shall sign the Contract and deliver it to the Employer. Upon the successful Contractor furnishing of the performance security the Employer will promptly notify unsuccessful Contractors the name of the winning Contractor and the Contract amount. After publication of the award, unsuccessful Contractors may request in writing to the Employer for a debriefing seeking explanations for the failure of their Request for Quotations. The Employer shall promptly respond in writing to any unsuccessful Contractor who, after notification of award, requests of the Employer in writing the grounds on which its Quotation was not selected.

SECTION II. REQUEST FOR QUOTATION DATA SHEET

Section II. Request for Quotation Data Sheet

A. General

Definitions

"Employer" means: **Ghana Gold Board (GoldBod)**

ITT 1.1

The Works for which the Request for Quotation Documents have been issued is: **Procurement and Construction of Three (3) Units Mechanized Water System for Corporate Social Responsibility (CSR) Project.**

Description	Location	IFT. No.	Project Durations
Procurement and Construction of Three (3) Units Mechanized Water System for Corporate Social Responsibility (CSR) Project	Kyekyebiase, Asante Akyem Central (Ashanti Region)	**GR/GGD/WKS/ RFQ/051B/2026**	3 Calendar Months
	Amponyase, Adansi Akrofuom (Ashanti Region)		
	Kwamekyemkrom, Ahafo-Ano Southeast (Ashanti Region)		

ITT 1.2

The expected Completion Date of the Works is**: Three (3) calendar months from the date of commencement**

ITT 2.1

Name of financing institution is **GHANA GOLD BOARD (GOLDBOD)**

ITT 5.2(c)

Equipment which shall be required for the execution of the assignment are:

Heavy Duty Borehole Drilling Machine / Rig
Level Instrument
Steel Bending and Cutting Machine
Pick-Up Vehicle
Concrete Mixer
Relevant Mechanical hand tools for all trades

B. Request for Quotation Documents

ITT 9.1

For purposes of **clarification**, the Employer's address is

The Chief Executive Officer
Ghana Gold Board
P. O. Box M 108, Accra
1 Thorpe Road, High Street Tel:
+233 244 895 900
Email: frank.ademan@goldbod.gov.gh
Room Number 406

The minimum number of days prior to the deadline for submission of Request for Quotations to receive any request for clarification: ***Four (4) days*** **i.e.,** ***November 27, 2026.***

The minimum number of days prior to the deadline for submission of Request for

	Quotations that the Employer will respond: ***Four (4) days*** **i.e.,** ***November 27, 2026.*** The responses **shall** be posted on the Employer's website.
C. Preparation of Request for Quotations	
ITT 12.1(g)	The Request for Quotation Prospective Contractor shall submit with its Request for Quotation the following additional documents: a. Tender (in the format indicated in Section IV); b. Qualification Information Form and Documents c. Technical Offer d. Priced Bill of Quantities e. Business Registration Certificate (Registered in the Republic of Ghana) f. Valid Tax Clearance Certificate g. Valid SSNIT Clearance Certificate h. VAT Registration Certificate i. Valid PPA Registration Certificate or Evidence of Renewal j. Works and Housing Certificate (D3/K3) k. Valid Labour Certificate Quotations should be Signed
ITT 13.4	The prices quoted by the Request for Quotation Prospective Contractor **shall not be subject** to adjustment during the performance of the Contract**.**
ITT 14.1	The currency(ies) of the Request for Quotation shall be as follows: **[Ghana Cedis(GHS)]** The currency (ies) of the payment shall be as follows: **[Ghana Cedis (GHS)]**
ITT 15.1	The Request for Quotation validity period shall be **90 d**ays.
ITT 16.1	A Request for Quotation Securing Declaration **"shall not** "be required. The form of the Request for Quotation Securing Declaration shall be **N/A**
ITT 16.2	The amount and currency of the Request for Quotation Security shall be: **[insert amount and currency here] N/A**
ITT 17.2	The written confirmation of authorization to sign on behalf of the Request for Quotation Prospective Contractor shall consist of **Power of Attorney** **The name and description of the documentation required to demonstrate the authority of the signatory to sign the Request for Quotation such as Power of Attorney**
D. Submission of Request for Quotations	
ITT 18.2(b)	For **Request for Quotation submission purposes only**, the submission address is :

	Attention: **The Chief Executive Officer** **Ghana Gold Board** **P. O. Box M 108, Accra** **1 Thorpe Road, High Street Tel:** **+233 244 895 900** **Email: frank.ademan@goldbod.gov.gh** **Room Number 406**
ITT 19.1	The deadline for Request for Quotation submission is: Date: **Wednesday, 2nd December, 2026** Time: **2:00pm**
E. Request for Quotation Opening and Evaluation	
ITT 22.1	The Request for Quotation opening shall take place at: **The Chief Executive Officer** **Ghana Gold Board** **P. O. Box M 108, Accra** **1 Thorpe Road, High Street Tel:** **+233 244 895 900** **Email: frank.ademan@goldbod.gov.gh** **Room Number 406** Date: **Wednesday, 2nd December, 2026** Time: **2:00pm** Procedure for electronic opening: Tenderers **shall submit** their Tenders electronically *on **GHANEPS***
ITT 27.1	The currency that shall be used for Request for Quotation evaluation and comparison is: **[Ghana Cedis(GHS)]**
F. Award of Contract	

Section III. Evaluation and Qualification Criteria

The shortlist of the prospective contractors was based on their competence in the following:

- **Equipment Holding;**

  The Tenderer must demonstrate that it will have access to the key Contractor's equipment listed hereafter:

No.	Equipment Type and Characteristics	Minimum Number required for contract
1.	Heavy Duty Borehole Drilling Machine / Rig	**1**
2.	Level Instrument	**1**
3.	Steel Bending and Cutting Machine	**1**
4.	Pick-Up Vehicle	**1**
5.	Concrete Mixer	**1**
6.	Relevant Mechanical hand tools for all trades	**Various**

- **Key Personnel;**

  The Tenderer must demonstrate that it will have the personnel for the key positions that meet the following requirements:

No.	Position	Certification	Years of Experience (general)	Years of experience in proposed position	Key Personnel Requirement
1.	Site Engineer	BSc. Civil Engineering or equivalent	10 years	5 years	1
2.	Quantity Surveyor	BSc. QSCE/CTM/Building Technology	8 years	5 years	1
3.	MEP Engineer	BSc. Mechanical/ Electrical Engineering	8 years	5 years	1
4.	General Foreman	HND Building Technology/Construction	5 years	5 years	1
5.	Hydrogeologist	BSc. Geology or equivalent	10 years	5 years	1

Section IV: REQUEST FOR QUOTATION FORMS

1. Contractor's Request for Quotation

[The Prospective Contractor shall fill in and submit this Request for Quotation form with the Request for Quotation.

[date]

Identification No. and Title of Contract: **[insert identification number and title of the Contract]**

To: **[insert name, street address, Room/Floor number, City**

Having examined the Request for Quotation Documents, including addenda **[insert list]**, we offer to execute the **[name and identification number of Contract]** in accordance with the form of Contract accompanying this Request for Quotation for the Contract Price of **[insert amount in numbers]**, **[insert amount in words] [insert name of currency]**. The total amount of all Taxes and Duties, not included within the above Quotation Price, has been assessed to be the sum of *[insert amount in figures and words]* as per the attached Schedule of Prospective Contractor's Local Tax and Duty Assessment.

The Contract shall be paid in the following currencies:

Currency	Percentage payable in currency	Rate of exchange: one **[insert foreign]** equals **[insert local]**	Inputs for which **[insert foreign]** is required
(a) (b)			

Our Quotation shall be valid for the period of time in accordance with the RQDS, from the date fixed for Quotation submission deadline in accordance with the RQDS, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We have no conflict of interest.

Our firm, its affiliates or subsidiaries—including any subcontractors or suppliers for any part of the Contract—has not been declared ineligible the World Bank, or under the Employer's country laws or official regulations or as otherwise provided in RQDS.

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Request for Quotation, and to Contract execution if we are awarded the Contract, are listed below:

Name and address	Amount and	Purpose of

of agent	Currency	Commission or gratuity
(if none, state "none")		

We understand and agree that this Request for Quotation and your written acceptance of it shall constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any Quotation you receive.

Authorized Signature: ……

Name and Title of Signatory: …….

Name of Request for Prospective Contractor: ……..

Address: …….

Date: …..…….

Table B. Withholding Tax

Item	Description	Rate	Applicable Value	Total Tax Due
1	Foreign Component			
2	Local Component			

Table C. Summary

TOTAL AMOUNT OF ALL TAXES CARRIED TO LETTER OF REQUEST FOR QUOTATION:
[insert amounts in numbers and in words in currency]

Import Duties _____
VAT
GET Fund
NHIL _____
Withholding Tax _____
Total _____

Conditions of Contract and Contract Forms

Section V. General Conditions of Contract

Agreement

The Employer is _____ of _____

The Contractor is _____ of _____

The Employer desires the execution of certain Works known as _____

_____

OFFER

The Contractor has examined the documents listed in the Appendix which forms part of this Agreement and offers to execute the Works in conformity with the Contract for the sum of _____ (in words)

_____ (in figures) (_____)

or such other sum as may be ascertained under the Contract.

This offer, of which the Contractor has submitted two signed originals, may be accepted by the Employer by signing and returning one original of this document to the Contractor before _____ (date)

The Contractor understands that the Employer is not bound to accept the lowest or any offer received for the Works.

Signature: _____ Date: _____

Name: _____ Authorized to sign on behalf of (*organization name)*: _____

Capacity:_____ _____

ACCEPTANCE

The Employer has by signing below, accepted the Contractor's offer and agrees that in consideration for the execution of the Works by the Contractor, the Employer shall pay the Contractor in accordance with the Contract. This Agreement comes into effect on the date when the Contractor receives one original of this document signed by the Employer.

Signature: _____ Date: _____

Name: _____ Authorized to sign on behalf of (*organization name)*: _____

Capacity:_____ _____

General Conditions

1. General Provisions

1.1 Definitions In the Contract defined below, the words and expressions defined shall have the following meanings assigned to them, except where the context requires otherwise:

The Contract

1.1.1 **"Contract"** means the Agreement and other documents listed in the Appendix.

1.1.2 **"Specification"** means the document as included in the Appendix, including Employer's Requirements in respect of design to be carried out by the Contractor, if any, and Variation to such document.

1.1.3 **"Drawings"** means the Employer's drawings of the Works as listed in the Appendix, and any Variation to such drawings.

Persons

1.1.4 **"Employer"** means the person named in the Agreement and the legal successors in title to this person, but not (except with the consent of the Contractor) any assignee.

1.1.5 **"Contractor"** means the persons named in the agreement and the legal successors in title to this person, but not (except with the consent of the Employer) any assignee.

1.1.6 **"Party"** means either the Employer or the Contractor, as the context requires.

Dates, Times and Periods

1.1.7 **"Commencement Date"** is 7 days after date of site possession or any other date agreed between the parties.

1.1.8 **"day"** means a calendar day.

1.1.9 **"Time for Completion"** means the time for completing the Works as stated in the Appendix (or as extended under Sub-Clause 7.3), calculated from the Commencement Date.

Money and Payments

1.1.10 **"Cost"** means all expenditure properly incurred (or to be incurred) by the Contractor, whether on or off the Site, including overheads and similar charges, but does not include profit.

Other Definitions

1.1.11 **"Contractor's Equipment"** means all apparatus, machinery, vehicles, facilities and other things required for the execution of the Works but does not include Materials or Plant.

1.1.12 **"Country"** means the country in which the Site is located.

1.1.13 **"Employer's Liabilities"** means those matters listed in Sub-Clause 6.1.

1.1.14 **"Force Majeure"** means the an exceptional event or circumstance: which is beyond a Party's control; which such Party could not reasonably have provided against before entering into Contract; which, having arisen, such Party could not reasonably have avoided or overcome; and, which is not substantially attributable to the other Party.

1.1.15 **"Materials"** means things of all kinds (other than Plant) intended to form or forming part of the permanent work.

1.1.16 **"Plant"** means the machinery and apparatus intended to form or forming part of the permanent work.

1.1.17 **"Site"** means the places provided by the Employer where the Works are to be executed, and any other places specified in the Contract as forming part of the Site.

1.1.19 **"Works"** means all the work and design (if any) to be performed by the Contractor including temporary work and any Variation.

1.2

Interpretation Words importing persons or parties shall include firms and organisations. Words importing singular or one gender shall include plural or other gender where the context requires.

1.3

Priority of Documents The documents forming the Contract are to be taken as mutually explanatory of one another. If an ambiguity or discrepancy is found in the documents, the Employer shall issue any necessary instructions to the Contractor, and the priority of the documents shall be in accordance with the order as listed below:

1.4

Law The law of the Contract is Law of Ghana

1.5

Communications wherever provision is made for the giving or issue of any notice, instruction, or other communication by any person, unless otherwise specified such communication shall be written in the language stated in the English Language and shall not be unreasonably withheld or delayed.

1.6

Statutory Obligation The Contractor shall comply with the laws of Ghana. The Contractor shall give all notices and pay all fees and other charges in respect of the Works.

2. The Employer

2.1 Provision of Site The Employer shall provide the Site and right of access thereto within 14 days from the date of signing the contract.

2.2

Permits and Licenses The Employer shall, if requested by the Contractor, assist him in applying for permits, licenses or approvals which are required for the Works.

2.3

Employer's Instructions The Contractor shall comply with all instructions given by the Employer in respect of the Works including the suspension of all or part of the Works.

2.4

Approvals No approval or consent or absence of comment by the Employer or the Employer's representative shall affect the Contractor's obligations.

3. The Employer's Representatives

3.1 Authorised Person

One of the Employer's personnel shall have authority to act for him. This authorized person shall be (*insert name and position)*

3.2

Employer's Representative The Employer may also appoint a firm or individual to carry out certain duties. The appointee (*name of firm or individual)* The

Employer shall notify the Contractor of the delegated duties and authority of this Employer's representative.

4. The Contractor

4.1 General Obligations

The Contractors shall carry out the Works properly and in accordance with the Contract. The Contractor shall provide all supervision, labour, Materials, Plant and Contractor's Equipment which may be required. All materials and Plant on Site shall be deemed to be the property of the Employer.

4.2

Contractor's Representative

The Contractor shall submit to the Employer for consent the name and particulars of the person authorized to receive instructions on behalf of the Contractor.

Employer's Liabilities

In this Contract, Employer's Liabilities mean:

a) War, hostilities (whether war be declared or not), invasion, act of foreign enemies, within the Country,
b) Rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war, within the Country,
c) Riot, commotion or disorder by persons other than the Contractor's personnel and other employees, affecting the Site and/or the Works,
d) Ionizing radiations, or contamination by radioactivity from any nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such an assembly, except to the extent to which the Contractor may be responsible for the use of any radio-active material,
e) Pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds,
f) Use or occupation by the Employer of any part of the Works, except as may be specified in the Contract,
g) Design of any part of the Works by the Employer's personnel or by others for whom the Employer is responsible, and
h) Any operation of the forces of nature affecting the Site and/or the Works, which was unforeseeable or against which an experienced Contractor could not reasonably have been expected to take precautions,
i) Force Majeure,

j) A suspension under Sub-Clause 2.3 unless it is attributable to the Contractor's failure,
k) Any failure of the Employer,
l) Physical obstructions or physical conditions other than climatic conditions, encountered on the Site during the performance of the Works, which obstructions or conditions were not reasonably foreseeable by an experienced Contractor and which the Contractor immediately notified to the Employer,
m) Any delay or disruption caused by any Variation,
n) Any change to the law of the Contract after the date of the Contractor's offer as stated in the Agreement,
o) Losses arising out of the Employer's right to have the permanent work executed on, over, under, in, or through any land, and to occupy this land for the permanent work, and
p) Damage which is an unavoidable result of the Contractor's obligations to execute the Works and to remedy any defects.

7. Time for Completion

7.1

Execution of the Works The Contractor shall commence the Works on the Commencement Date and shall proceed expeditiously and without delay and shall complete the Works within the Time for Completion.

7.2

Programme Within 7 days from the commencement date the Contractor shall submit to the Employer a programme for the Works.

7.3

Extension of Time Subject to Sub-Clause 10.3, the Contractor shall be entitled to an extension to the Time of Completion if he is or will be delayed by any of the Employer's Liabilities.

On receipt of an application from the Contractor, the Employer shall consider all supporting details provided by the Contractor and shall extend the Time for Completion as appropriate.

7.4

Late Completion If the Contractor fails to complete the Works within the Time for Completion, the Contractor's only liability to the Employer for such failure shall be to pay 0.02% for each day for which he fails to complete the Works.

8. Taking-Over

8.1

Completion The Contractor may notify the Employer when he considers that the Works are complete.

8.2

Taking-Over Notice The Contractor shall notify the Employer when he (the Contractor) Considers that the Contractor has completed the Works stating the date accordingly. Alternatively, the Employer may notify the Contractor that the Works, although not fully complete, are ready for taking over, stating the date accordingly. The Employer shall take over the Works after successful inspection.

9. Remedying Defects

9.1

Remedying Defects

The Employer shall notify the Contractor of any defects or outstanding Works within 28 days after taking over. . The Contractor shall remedy at no cost to the Employer any defects due to the Contractor's design, Materials, Plant or workmanship not being in accordance with the Contract.

The cost of remedying defects attributable to any other cause shall be valued as a Variation. Failure to remedy any defects or complete outstanding work within a reasonable time of the Employer's notice shall entitle the Employer to carry out all necessary work at the Contractor's cost.

9.2

Uncovering and Testing

The Employer may give instruction as to the uncovering and/or testing of any work. Unless as a result of any uncovering and/or testing it is established that the Contractor's design, Materials, Plant or workmanship are not in accordance with the Contract, the Contractor shall be paid for such uncovering and/or testing as a Variation in accordance with Sub-Clause 10.2.

10. Variations and Claims

10.1

Right to Vary

The Employer may instruct Variations.

10.2

Valuation of Variations

Variations shall be valued as follows:

a) at a lump sum price agreed between the Parties, or

b) where appropriate, at rates in the Contract, or

c) in the absence of appropriate rates, the rates in the Contract shall be used as the basis for valuation, or falling which

d) at appropriate new rates, as may be agreed or which the Employer considers appropriate, or

e) if the Employer so instructs, at daywork rates set out in the

Appendix for which the Contractor shall keep records of hours of labour and Contractor Equipment, and of Materials used.

10.3

Early warning

A Party shall notify the other as soon as he is aware of any circumstances which may delay or disrupt the Works, or which may give rise to a claim for additional payment. The Contractor shall take all reasonable steps to minimize these effects.

The Contractor's entitlement to extension to the Time of Completion or additional payment shall be limited to the time and payment which would have been due if he had given prompt notice and had taken all reasonable steps.

10.4

Right to Claim

If the Contractor incurs Cost as a result of any of the Employer's Liabilities, the Contractor shall be entitled to the amount of such Cost. If as a result of any of the Employer's Liabilities, it is necessary to change the Works, this shall be dealt with as a Variation.

10.5

Variation and Claim Procedure

The Contractor shall submit to the Employer an itemized make-up of the value of Variations and claims within 28 days of the instruction or of the event giving rise to the claim. The Employer shall check and if possible agree the value. In the absence of agreement, the Employer shall determine the value.

11. Contracts Price and Payment

11.1

Valuation of the Works

The Works shall be valued as provided for in the Works Requirements,

subject to Appendix III.

11.2

Monthly Statements The Contractor shall be entitled to be paid at monthly intervals:

the value of the Works executed,

subject to any additions or deductions which may be due.

The Contractor shall submit each month to the Employer a statement showing the amounts to which he considers himself entitled.

11.3

Interim Payments Within 28 days of delivery of each statement, the Employer shall pay to the Contractor the amount shown in the contractor's statement less retention at the rate of 5% of the value of the monthly statement and less any amount for which the Employer has specified his reasons for disagreement. The cumulative retention deducted shall not exceed 5% of the total contract price. The Employer shall not be bound by any sum previously considered by him to be due to the Contractor.

11.4

11.5

Payment of Second Half of Retention The full retention shall be paid by the Employer to the Contractor within 14 days after the remedying of notified defects or the completion of outstanding work, all as referred to in Sub-Clause 9.1, whichever is the later.

11.6

Final Payment Within 42 days of the latest of the events listed in Sub-Clause 11.5 above, the Contractor shall submit a final account to the Employer together with any documentation reasonably required to enable the Employer to ascertain the final contract value.

Within 28 days after the submission of this final account, the Employer shall pay to the Contractor any amount due. If the Employer disagrees with any part of the Contractor's final account, he shall specify his reasons for disagreement when making payment.

11.7

Currency	Payment shall be in Ghana cedi.
11.8	
Delayed Payment	The Contractor shall be entitled to compound interest at the selling rate for Construction by the Bank of Ghana. The date of exchange rate shall be 28 days prior to the date of due payment.
12.2	
Default by Employer	
12.3	
Insolvency	
12.4	
Payment upon Termination	After termination, the Contractor shall be entitled to payment of the unpaid balance of the value of the Works executed and of the Materials and Plants reasonably delivered to the Site, adjusted by the following: a) any sums to which the Contractor is entitled under Sub-Clause 10.4, b) any sums to which the Employer is entitled, c) if the Employer has terminated under Sub-Clause 12.1 or 12.3, the Employer shall be entitled to a sum equivalent to 20% of the value of those parts of the Works not executed at the date of the termination, d) if the Contractor has terminated under Sub-Clause 12.2 or 12.3, the Contractor shall be entitled to the Cost of his suspension and demobilization together with a sum equivalent to 10% of the value of those parts of the Works not executed at the date of termination. The net balance due shall be paid or repaid within 28 days of the notice of termination.

13. Risk and Responsibility

13.1	
Contractor's Care of the Works	The Contractor shall take full responsibility for the care of the Works from the Commencement Date until the date of the Employer's notice under Sub-Clause 8.2. responsibility shall then

pass to the Employer. If any loss or damage happens to the Works during the above period, the Contractor shall rectify such loss or damage so that the Works conform with the Contract.

Unless the loss or damage happens as a result of an Employer's Liability, the Contractor shall indemnify the Employer, the Employer's contractors, agents and employees against all loss or damage happening to the Works and against all claims or expense arising out of or caused by a breach of the Contract, by negligence or by other default of the Contractor, his agents or employees.

13.2

Force Majeure

If a Party is or will be prevented from performing any of its obligations by Force Majeure, the Party affected shall notify the other Party immediately. If necessary, the Contractor shall suspend the execution of the Works and, to the extent agreed with the Employer, demobilize the Contractor's Equipment.

If the event continues for a period of 84 days, either Party may then give notice of termination which shall take effect 28 days after the giving of the notice.

After termination, the Contractor shall be entitled payment of the unpaid balance of the value of the Works executed and of the Materials and Plant reasonably delivered to the Site, adjusted as follows:

a) any sums to which the Contractor is entitled under Sub-Clause 10.4,
b) the Cost of his suspension and demobilisation,
c) any sums to which the Employer is entitled.

The net balance due shall be paid or repaid within 28 days of the notice of termination.

14. Insurance

14.1

Extent of Cover

The Contractor shall, prior to commencing the Works, effect and thereafter maintain insurances in the joint names of the Parties:

a) for loss and damage to the Works, Materials, Plant and the Contractor's Equipment,

b) for liability of both Parties for loss, damage, death or injury to third parties or their property arising out of the Contractor's performance of the Contract, including the Contractor's liability for damage to the Employer's property other than the Works, and

c) for liability of both Parties and of any Employer's representative for death or injury to the Contractor's personnel except to the extent that liability arises from the negligence of the Employer, any Employer's representative or their employees.

14.2

Arrangements

All insurances shall conform with any requirements detailed in the Appendix. The policies shall be issued by insurers and in terms approved by the Employer. The Contractor shall provide the Employer with evidence that any required policy is in force and that the premiums have been paid.

All payments received from insurers relating to loss or damage to the Works shall be held jointly by the Parties and used for the repair of the loss or damage or as compensation for loss or damage.

14.3

Failure to Insure

If the Contractor fails to effect or keep in force any of the insurances referred to in the previous Sub-Clauses, or fails to provide satisfactory evidence, policies or receipts, the Employer may, without prejudice to any other right or remedy, effect insurance for the cover relevant to such default and pay the premiums due and recover the same as a deduction from any other monies due to the Contractor.

Section VI. Special Conditions of Contract

Section VI. Special Conditions of Contract

Special Conditions of Contract

The following Special Conditions of Contract (SCC) shall supplement and / or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

A. General	
GCC 1.1.4	The Employer is: **GHANA GOLD BOARD (GOLDBOD)**
GCC 1.1.7	The Commencement Date shall be: **One (1) week after the signing of Contract**
GCC 1.1.9	The Intended Completion Date for the whole of the Works shall be **three(3) calendar months after the signing of contract.**
GCC 1.1.17	The Site is located at 1. Kyekyebiase, Asante Akyem Central (Ashanti Region) 2. Amponyase, Adansi Akrofuom (Ashanti Region) 3. Kwamekyemkrom, Ahafo-Ano Southeast (Ashanti Region)
GCC 1.1.19	The Works consist of **Procurement and Construction of Three (3) Units Mechanized Water System for Corporate Social Responsibility (CSR) Projects.**
GCC 1.3	The following documents constitute the Contract: (a) the Contract Agreement, (b) the Letter of Acceptance,s (c) the Letter of Tender (d) the Special Conditions, (e) the General Conditions, (f) the Specification, (g) the Drawings, and (h) the Schedules and any other documents forming part of the Contract.
GCC 1.4	The governing law is that of: **The Republic of Ghana**
GCC 1.5	This Contract shall be executed in the **ENGLISH** language.
GCC 2.1	The Site Possession Date(s) shall be: **One (1) after the signing of Contract**
GCC 3.1	The Employer's authorized person for the purpose of communications shall be: **The Chief Executive Officer** **Ghana Gold Board** **P. O. Box M 108, Accra** **1 Thorpe Road, High Street**

	Tel: +233 244 895 900 **Email: frank.ademan@goldbod.gov.gh**
GCC 3.2	The Employer's Representative shall be: **The Chief Executive Officer** **Ghana Gold Board** **P. O. Box M 108, Accra** **1 Thorpe Road, High Street** **Tel: +233 244 895 900** **Email: frank.ademan@goldbod.gov.gh**
GCC 4.2	The Contractor's authorized person for the purpose of communications shall be: **[state full name, address, telephone, fax and e-mail]**
GCC 4.4	The Performance Security shall be **Ten Percent (10%) of the Accepted Contract Amount in the form of Unconditional Bank Guarantee from a Bank Regulated by Bank of Ghana or Insurance Bond of Thirty (30) Percent of the Accepted Contract Amount from an Insurance Company Regulated by National Insurance Commission.**
GCC 5.1	The Contractor shall carry out designs for **Procurement and Construction of Mechanized Boreholes for GOLDBOD Corporate Social Responsibility.**
GCC 2.1	The Site Possession Date(s) shall be: **One (1) week after contract signing.**
GCC 3.1	The authorized person to act on behalf of the Employer shall be: **The Chief Executive Officer** **Ghana Gold Board** **P. O. Box M 108, Accra** **1 Thorpe Road, High Street** **Tel: +233 244 895 900** **Email: frank.ademan@goldbod.gov.gh**
GCC 3.2	The Employer appoints **The Chief Executive Officer** **Ghana Gold Board** **P. O. Box M 108, Accra** **1 Thorpe Road, High Street** **Tel: +233 244 895 900** **Email: frank.ademan@goldbod.gov.gh**
GCC 15.3	The institution whose arbitration procedures shall be used is: **[Stipulate institution whose Rules of Arbitration shall apply]**
B. Time Control	
GCC 7.3	The Contractor shall submit for approval a Programme for the Works within **five (5)** days from the

	date of the Letter of Acceptance.
GCC 7.4	The Contractor shall pay **0.05% of the total contract sum per week** to the Employer upon failure to complete the Works within the time for completion. If the delay is not as result of the employer not fulfilling its obligations.
C. Quality Control	
GCC 9.1	The Defects Liability Period is: **6 months**. *[The Defects Liability Period is usually limited to 12 months, but could be less in very simple cases]*
D. Cost Control	
GCC 11.3	The proportion of payments retained is: **5%** [The retention amount is usually to be kept close to 5 percent and shall in no case exceed 10 percent]
GCC 11.7	The currency of the Employer's country is **Ghana Cedis (GHS)**

GCC 11.8	The Contractor shall be entitled to interest at **[insert percentage]** for each day the Employer fails to pay beyond prescribed payment period. (N/A)
E. Finishing the Contract	
GCC 8.2	The Employer shall take over the site and the Works **immediately after** the authorized person issues a Certificate of Completion.

Section VII. Forms of Agreement

Section VII. Forms of Agreement

[This Section contains Contract Forms which, once completed, will constitute part of the Contract.

Forms include:

- Letter of Acceptance
- Contract Agreement

Letter of Acceptance

[The Letter of Acceptance shall be the basis for formation of the Contract as described in the RQDS. This Standard Form of Letter of Acceptance shall be filled in and sent to the successful Contractor only after evaluation of Request for Quotations has been completed.]

[Letterhead of the Employer]

[insert date]

Identification No and Title of Contract**:** ***[insert identification number and title of the Contract]***

To*:* ***[insert name and address of the Contractor]***

This is to notify you that your Quotation dated [insert date] for execution of the [insert name of the Contract and identification number, as given in the Request for Quotation Documents] for the Contract Price of the equivalent[1] of [insert amount in numbers and words] [insert name of currency], as corrected and modified[2] in accordance with the Instructions to Prospective Contractors is hereby accepted by the Employer.

You are hereby instructed to (a) proceed with the execution of the said Works in accordance with the Contract (b) sign and return the attached Agreement, within 7 days after receipt of this Letter of Acceptance.

Authorized Signature:

Name and Title of Signatory:
[insert proper name of the Employer]
Attachment: Agreement

---

1 Delete "of the equivalent" if the Contract Price is expressed wholly in one currency.
2 Delete "corrected and" or "and modified" if not applicable.

Contract Agreement

THIS CONTRACT AGREEMENT is made on the ___ day of _____ 20 _____

BETWEEN

> **[insert complete name of Employer]**, a **[insert description of type of legal entity, for example, an agency of the Ministry of ...]** of the Government of **{insert name of Country of Employer}**, or corporation incorporated under the laws of **{insert name of Country of the Employer}** and having its principal place of business at **[insert address of Employer]** (hereinafter called "the Employer") of the one part

And

> **[Insert complete name of Contractor]**, a corporation incorporated under the laws of **[insert name of Country of the Contractor]** and having its principal place of business at **[insert address of Contractor]** (hereinafter called "the Contractor") of the other part.

WHEREAS, the Employer Requested for Quotations for the Works, described as **[insert brief description of the Works]** and has accepted a Quotation by the Contractor for the execution and completion of these Works and the remedying of any defects therein, and the Employer agrees to pay the Contractor the Contract Price or such other sum as may be payable under the provisions of the Contract at the times and in the manner prescribed in the Contract.

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 Contract documents referred to.

2. The documents identified in Sub-Clause 1.3 of the General Conditions of Contract and the Special Conditions of Contract shall be deemed to form and be read and construed together as part of the Contract and the priority of such documents shall be as provided in such Sub-Clause 1.3.

3. In consideration of the payments to be made by the Employer to the Contractor as provided in the Contract, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.

4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof, the parties hereto have caused this Agreement to be executed the day and year first before written.

The Common Seal of _____ was hereunto affixed in the presence of:
_____ or _____

Signed, sealed, and delivered by the said _____
In the presence of: _____

Binding Signature of Employer _____

Binding Signature of Contractor _____

Note: All italicized text (including footnotes) is for use in preparing forms in these Request for Quotation documents and shall be deleted from the final product

PART III: WORKS REQUIREMENTS

APPENDIX 1

BILLS OF QUANTITIES

Bills of Quantities

The Bills of Quantities for this Request for Quotation shall be inserted in this Appendix.

APPENDIX 2

SPECIFICATIONS AND PERFORMANCE REQUIREMENTS

Specifications

The Specifications for this Request for Quotation shall be inserted in this Appendix.

APPENDIX 3

DRAWINGS

Drawings

The Drawings for this Request for Quotation shall be inserted in this Appendix.