REPUBLIC OF GHANA

TENDER DOCUMENT

National Competitive Tender

SUPPLY OF LABORATORY EQUIPMENT

Your Health · Our Concern

GHANA HEALTH SERVICE

GHS/2007/NCT/A.1.3/20

MARCH 2007

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Section I. Invitation for Tenders

Invitation for Tenders

GHANA HEALTH SECTOR SUPPORT PROGRAMME

BRIEF DESCRIPTION OF GOODS:

The Ghana Health Service (GHS) is a Public Service body established under Act 525 of 1996 as required by the 1992 constitution. It is an autonomous Executive Agency responsible for implementation of national policies under the control of the Minister for Health through its governing Council - the Ghana Health Service Council. The GHS is funded through Government of Ghana Support, Donnor support and internally generated funds.

The Ghana Health Service intends to apply part of the Donor funds to payments under contract(s) for the supply of Laboratory Equipment in support of National Aids Control Programme.

LOT	ITEM	QTY
1	Platform Shaker	15
2	Microplate Readers	15
3	Laboratory Reagents	Various

The Ghana Health Sevice invites sealed tenders from eligible suppliers for Office Equipment. Tendering will be conducted through the National Competitive Tendering procedures specified in the Public Procurement Act, 2003 and in the Guidelines of the Public Procurement Board of the Republic Ghana.

Interested eligible Tenderers may obtain further information from Procurement Unit, Ghana Health Service and inspect the Tender documents at the address given below

A complete set of tendering documents in English may be purchased by interested bidders on the submission of a written application to the address below and upon payment of a non-refundable fee of One Million Cedis.(1,000,000.00)

Tenders must be delivered to the address below at or before **10.00AM of 27th April 2007.** Tenders shall be valid for a period of 60 days, after the deadline of Tender submission. All Tenders must be accompanied by a Tender Security of 2%. Late Tenders will be rejected. Tenders will be opened in the presence of the Tenderers'

representatives who choose to attend at the address below. Partial Quotations will be rejected. Insurance Bonds will not be accepted.

THE PROCUREMENT DEPARTMENT
GHANA HEALTH SERVICE
AIRPORT RESIDENTIAL AREA
NO. 28 AKOSOMBO ROAD
OPPOSITE COURT GARDENS APARTMENTS
P.M.B, ACCRA
GHANA
Tel: (233) (21) 767402
Fax: (233) (21) 767401 (for queries only)
E-MAIL: procurement@ghsmail.org (queries only)

……..
DIRECTOR GENERAL
GHANA HEALTH SERVICE

Section II. Instructions to Tenderers (ITT)

A. Introduction

1. Scope of Tender

1.1 The Ghana Health Service (hereinafter referred to as the Purchaser) wishes to receive Tenders for supply and delivery of goods, materials and equipments 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 *[Name of Project]*.

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 Financial Administration Act, 2003 (Act 654) of the Republic of Ghana. No party other than the Supplier shall derive any rights from the Contract or have any claims to the funds.

3. Eligible Tenderers

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

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 Board in accordance with sub-clause 38.1.

4. Eligible Goods and Services

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

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

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

5. Cost of Tender

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

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 (Bill of Quantities);
h. Tender Security Form;
i. Contract Form and Contract Data Sheet;

j. Performance Security Form;
k. Bank Guarantee for Advance Payment Form;
l. Manufacturer's Authorization Form.

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

7. Clarification of Tender Documents

7.1 A prospective Tenderer requiring any clarification of the Tender Documents may request the Purchaser in writing or by fax at the Purchaser's address indicated in Tender Data Sheet. The Purchaser will respond in writing or by fax or by email to any request for clarification of the Tender documents which it receives 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 perspective Tenders, who have purchased the Tender Documents.

8. Amendment of Tender Documents

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

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 or origin quality and prices.

12. Tender Price

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

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

ii. the price for Inland Transportation, Insurance, and other Local Costs incidental to Delivery of the Goods to their final destination, if specified in the *Tender Data Sheet;*

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

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,

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

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

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

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

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

i. Source of information about tender invitation,

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

iii. Transfer or handover 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 shall be quoted in Ghanaian Cedis (GHC)

14. Document Establishing Tenderer's Eligibility and Qualifications

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

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

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

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

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

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

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

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

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

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, a bond issued by an insurance or bonding institution, 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 *TenderData* 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 one original of the documents comprising the Tender as described in ITT Clause 10, bound with the volume containing the Form of Tender and Price Schedule, and clearly marked **"ORIGINAL"**. In addition, the Tenderer shall submit one copy of the Tender and clearly marked as **"COPY"**. In the event of discrepancy between

them, the original shall prevail.

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 seal the original and the copy of the Tender in two inner envelopes and an outer envelope, duly marking the inner envelopes as "Original" and "Copy".

19.2 The inner and outer envelopes shall:

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

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

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 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

26.1 The Purchaser will determine whether each Tender:

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

of Tenders and Determination of Responsiveness

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;

b. which limits in any substantial way, inconsistent with the Tender documents, the Purchaser's rights or the Tenderer's obligations under the contract; or

c. whose rectification would affect unfairly the competitive position of other Tenderers presenting substantially responsive Tenders.

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.

28. Evaluation and Comparison of Tenders

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

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

28.3 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.

28.4 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 *TenderData Sheet*, and quantified in ITT Clause 28.6:

a. Delivery schedule offered in the Tender;

c. the cost of components, mandatory spare parts, and service;
d. Contractual and Commercial Deviations:

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

28.5 For factors retained in the *Tender Data Sheet* pursuant to ITT 28.4, one or more of the following 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.

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

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

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

Alternative 28.6 Not Applicable

29. Margin of Preference 29.1 *Not Applicable*

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. Postqualification[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 Quantities at Time of Award

33.1[3] The Purchaser reserves the right at the time of award of Contract to increase or decrease by the percentage as specified in the *Tender Data Sheet,* the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit prices or other terms and conditions.

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

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 call the successful Tenderer in order to sign the Contract through Notification of Award.
	36.2	Within fourteen (14) days of receipt of the Notification of Award, the successful Tenderer shall sign the Contract.
37. Performance Security	37.1	Within 14 days of receipt of notification of award from the Purchaser, the successful Tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the Tender Documents; denominated in the type and proportion of amount as specified in the Notification of award.
	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

[3] *Optional clause to be used only where appropriate. Insert appropriate percentage figure. Normally should not exceed 15%.*

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 any thing of value to influence the action of a public official in the procurement process or in contract execution; and

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

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

b. The Purhaser 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 Contact.

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: Ghana Heallth Service
ITT. 2.1	The Source of Funds is Donor Funds
ITT. 2.1	Name of Contract: Supply of Laboratory Equipment
ITT 3.1	Invitation for Tenders is open to all those eligible suppliers who are : (a) Registered within the Republic of Ghana, (b) Registered as per the Income Tax Act of Ghana, and (c) VAT registered
ITT 7.1	THE PROCUREMENT DEPARTMENT GHANA HEALTH SERVICE AIRPORT RESIDENTIAL AREA NO. 28 AKOSOMBO ROAD OPPOSITE COURT GARDENS APARTMENTS P.M.B, ACCRA GHANA Tel: (233) (21) 767402 Fax: (233) (21) 767401 (for queries only) E-MAIL: procurement@ghsmail.org (queries only)
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.

TENDER PRICE AND CURRENCY	
ITT 12.1 (i)	The price quoted shall be: …DDPof INCOTERMS 2000 The prices shall include all duties, taxes and other levies. The prices should be expressed in the term of EXW in Cedis (GHC).
ITT 12.1 (ii)	The Prices for inland transportation : GHC…… The prices for insurance : GHC…… The prices for other local cost :GHC……

ITT 12.1 (iii)	The price of other incidental services : Not Applicable (a) ……GHC…… (b) ……GHC…… (c) ……GHC…… Total CIP to …… GHC……
ITT 12.4	The prices shall be fixed
ITT 13.1	The prices shall be quoted in Cedis (GHC)
PREPARATION AND SUBMISSION OF TENDERS	
ITT 14.3 (c)	Qualification requirements. i) The offered goods/equipment shall be latest and in current production for minimum of 2 years. If the offered model is new, the manufacturer must have experience in producing the similar model for a minimum of 2 years. ii) The Tender shall furnish a list of users who had purchased same/similar goods/equipment in last 2 years., and number of equipment sold to them. They will be used as references to check the performance of the offered model, if necessary. iii) Compliance with variation from the departmental requirement of the technical specification shall be duly filled in the offered specification column of the Technical Specification. iv) Separate Tender shall be submitted for each package. No Tender will be considered if the offered quantity is different from that specified in the Technical Specification. v) An agent can submit Tenders on behalf of more than one manufacturer but separate complete Tenders including Tender security shall be submitted for each manufacturer. vi) If an Agent submits Tenders on behalf of more than one Manufacturer, unless each such Tender is accompanied by a separate Tender Form for each Tender, and a Tender security, when required, for each Tender, and authorization from the respective Manufacturer, all such Tenders will be rejected as non-responsive. vii) Other qualifications.
ITT 15.3 (b)	Spare parts required (Not Applicable) Not Applicable
ITT 16.1	Amount of Tender Security : 2% of Tender Price

ITT 17.1	Tender Validity Period: 60 days
ITT 18.1	Number of copies: Four (4). One original and three photocopies.
ITT 19.2 (a)	**THE PROCUREMENT DEPARTMENT** **GHANA HEALTH SERVICE** **AIRPORT RESIDENTIAL AREA** **NO. 28 AKOSOMBO ROAD** **OPPOSITE COURT GARDENS APARTMENTS** **P.M.B, ACCRA** **GHANA** **Tel: (233) (21) 767402** **Fax: (233) (21) 767401 (for queries only)** **E-MAIL: procurement@ghsmail.org (queries only)**
ITT 19.2 (b)	IFT title and number: **GHS/2007/NCT/A.1.3/20**
ITT 20.1	Deadline for Tender submission: **Date: 2007/04/27** **Time: 10.00AM** **Place: Procurement Department, Reception**

ITT 22.1	Deadline for Tender Modification and Withdrawal: Date: 2007/04/13 Time: 10.00AM Place. Procurement Department
ITT 23.1	Tender Opening: Date: 2007/04/25 Time: 10.00AM Place: Conference Room, Procurement Department
TENDER EVALUATION	
ITT 28.4	Criteria for Tender evaluation shall be on the bases of: (i) DDP site price, (ii) Delivery requirement as per Schedule of Requirements on section V (iii) Specific standard or criteria as per Technical Specification, (iv) Tender security, tender form duly signed.

	(v) Qualification request as per ITT Clause 14.3
ITT 28.5 (a)	Delivery schedule : Relevant parameters of delivery : Not Applicable
ITT 28.5 (c)	Cost of spare parts : GHC. ……. [in total] : GHC. …….[per unit] Not Applicable

ITT 28.5 (f)	Specific additional criteria are : (i) Availability of Workshop in the Country (ii) Availability of Spare in country (iii) Manufacturer's Authorisation (iv) Bid Security of 2% of Tender value
ITT 28.5 Alternative	
ITT 29.1	A margin of preference shall be given up to 15% highr cost than the lowest evaluated Tender. **Not Applicable**
CONTRACT AWARD	
ITT 33.1	Percentage for quantity increase or decrease: Fourteen per cent (14%) *Not Applicable*
ITT 35.1	Notification of Award shall be sent to the successful Tenderer at any time prior to expiration of Tender Validity.
ITT 37.1	Tenderer shall deliver a Performance Security in the amount as specified in the Notification of Award and in the form of Bank Guarantee within 14 days of the receipt of Notification of Award.

Section III. General Conditions of Contract

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

a. "The Contract" means the agreement entered 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 Goods' final destination. If conducted on the premises of the Supplier or its sub-Suppliers(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.

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.[4]

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.

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

[4] *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.*

Interpretation of the Trade Terms (INCOTERMS)[5] 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 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.

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[5] *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.*

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:

i. advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and

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

15. Warranty

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

15.2 The warranty shall remain valid for (12) months after the goods, or any portion thereof as the case may be, have been delivered to the final destination indicated in the Contract and installed and commissioned to the satisfaction of the Purchaser.

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 fulfilment 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 submission of an invoice or claim by the Suppler.

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:

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

b. the method of shipment or packing;

c. the place of delivery; and/or

d. the Services to be provided by the Supplier.

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

Supplier's receipt of the Purchaser's change order.

19. Contract Amendments

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

20. Assignment

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

21. Subcontracts

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

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

22. Delays in the Supplier's Performance

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 <u>Termination for Corrupt or Fraudulent Practices</u>

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

For the purpose of this clause:

"corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to

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

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

25. Force Majeure

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

25.2 If, at any time during the existence of the Contract, either party is unable to perform in whole or part any obligation under this Contract because of such events which include, but are not restricted to, acts of God, acts of Government in its sovereign capacity, war, revolutions, hostility, civil commotions, strikes, fires, floods, epidemics, quarantine restrictions, freight embargoes, explosions, then the date of 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 instalment or part of the goods shall not be deemed to be a waiver/extension of time in respect of the remaining deliveries.

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

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

25.7 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 (GCC Clause 1)	1.1	a. The Purchaser is: …… *GHANA HEALTH SERVICE* b. The Supplier is: Not Applicable ……. c. The Delivery site is: LIMB FITTING CENTRE
2. Country of Origin (GCC Clause 3)	2.1	Any country of the World.
3. Performance Security (GCC Clause 7)	3.1	The performance security will be as follows: i. The amount of performance security as a percentage of the contract price, shall be 10 percent of the Tender Price in the currency of the Tender price.
	3.2	The validity of Performance Security shall be one (1) year after the final installation and commissioning of the Goods and the issue of final acceptance certificate to the Suppliers. After delivery and acceptance of the Goods, the performance security shall be reduced to two (2) percent of the Contract Price to cover the Supplier's Warranty obligations in accordance with Clause GCC 15.2. The supplier shall promptly extend the validity suitably to cover agreed extension of the warranty period of the supplied goods.
4. Inspection and Tests (GCC Clause 8)	4.1	Inspection and tests prior to shipment of goods at final acceptance are as follows: a. The time limit for inspection and tests and the issuance

of Certificate of acceptance and/or rejection should be no later than…….. days of the completion of inspection and tests.
[Specify the time limit for inspection and tests and the issuanceof Certificate of acceptance and/or rejection in no later than 28-56 days [as applicable] of the completion of inspection andtests.]

5. Packing (GCC Clause 9)

5.1 Additional requirement for packing and marking as per GCC Clause 9.2 are as follows: Not applicable

a. ……

b. ……

c. ……

d. ……

e. ……

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 Good's 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 nominatedinspection agency, and the supplier's factory inspection report; and

vii. 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.
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.
10. Warranty (GCC Clause 15)	10.1	In partial modification of the provisions, the warranty period shall be 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 to 0.5%) per week.
	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	
11. Payment (GCC Clause 16)	11.1	Payment for Goods and Services supplied shall be made in Ghanaian Cedis, as follows; i. Full payment of goods and services shall be made after 100% delivery.
12. Prices (GCC Clause 17)	12.1	Tender Prices may be adjusted only in the case of Tender validity extension requested by the Purchaser.

[To be inserted only if price is subject to adjustment under GCC Clause 17.1)

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 (GCC Clause 23)

13.1 Applicable rate for the Liquidated damages is : 0.1% to 0.5% per day.

14. Resolution of Disputes GCC Clause 28)

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

a. in the case of a dispute between the Purchaser and a Supplier which is a national of Ghana, the dispute shall be referred to adjudication/arbitration; and

b. in the case of dispute between the Purchaser and the Foreign Supplier, the dispute shall be settled by arbitration in accordance with the provisions of the United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules.

15. Governing Language GCC Clause 29)

15.1 The governing Language shall be English.

16. Notices (GCC Clause 31)

16.1 For the notice purposes Purchaser and Supplier's address shall be as follows:

Purchaser's address for notice purposes:
……
……
……

Supplier's address for notice purposes:
…….
…….
…….

Section V. Schedule of Requirements

LOT	Unit of measure	ITEM	QTY	Delivery Date
1	1	Platform Shaker	15	
2	1	Microplate Readers	15	
3	Container	Sputum Containers	300,000	
‘’	Box	Slide Boxes (50 per box)	2,000 boxes	
‘’	Box	Slide Boxes (100 per box)	3,000 boxes	
‘’	Bottle	Phenol Crystals 500g	100 bottles	
‘’	Bottle	Phenol Crystals 250g	200 bottles	
‘’	Filter	Filter paper, whatman 32cm	100 pkts	
‘’	Tube	Centrifuge tube 15ml sterile	10,000 tubes	
‘’	Tube	Centrifuge tube 50ml sterile	10,000 tubes	
‘’	Pc	Centrifuge adptor for p50 tubes	4pcs	
‘’	Pc	Pipette tips p1000 sterile	50,000	
‘’	Pc	Pipette tips p2000 sterile	50,000	

Schedule of Requirements

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

Number **Description** **Quantity** **Delivery schedule (shipment) days/weeks/months from** _____*[yy/mm/dd]*

LOT	Unit of measure	ITEM	QTY	Delivery Date
1	Set	Platform Shaker	15	
2	Set	Microplate Readers	15	
3	Container	Sputum Containers	300,000	
‘’	Box	Slide Boxes (50 per box)	2,000 boxes	
‘’	Box	Slide Boxes (100 per box)	3,000 boxes	
‘’	Bottle	Phenol Crystals 500g	100 bottles	
‘’	Bottle	Phenol Crystals 250g	200 bottles	
‘’	Filter	Filter paper, whatman 32cm	100 pkts	
‘’	Tube	Centrifuge tube 15ml sterile	10,000 tubes	
‘’	Tube	Centrifuge tube 50ml sterile	10,000 tubes	
‘’	Pc	Centrifuge adptor for p50 tubes	4pcs	
‘’	Pc	Pipette tips p1000 sterile	50,000	
‘’	Pc	Pipette tips p2000 sterile	50,000	

Section VI. Technical Specifications

MINIMUM SPECIFICATIONS

LOT 1 – PLATFORM SHAKER

Labscale, See Saw.
See Saw Wave
Platform diamension of 355 x 355 (mm)
Speed range; 5 to 70 rpm
Maximum load; 10kg
Overall dimensions; 360 x 420 x 170mm (w x d x ft)

LOT 2 – MICROPLATE READERS

Spectral Range;	400-750mm, 3 filters, 405mm, 450mm, 620mm. The filter wheel can hold a maximum of 8 filters
Linearity;	0-2.0 Abs, ± 2% at 405mm
Read out range	0-3.5 Abs
Accuracy	± 2%, or 0.007 Abs, typical value ± 1% -(0-2.0Abs) at 405mm
Precision	CV <0.5% (0.3-1.5 Abs), CV <1.0% (1.5-2 Abs) at 405mm
Resolution	0.0001 Abs
Filters	Up to 8 filters can be installed into the filter wheel
Measurement time	5; s/96-well plate
Shaking	linear shaking, 3 speeds
Detector	Semiconductor photodiode

LOT 3 – REAGENTS

Sputum Containers
Slide Boxes (50 per box)
Slide Boxes (100 per box)
Phenol Crystals 500g
Phenol Crystals 250g
Filter paper, whatman 32cm
Centrifuge tube 15ml sterile
Centrifuge tube 50ml sterile
Centrifuge adptor for p50 tubes
Pipette tips p1000 sterile
Pipette tips p2000 sterile

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 Authorization*** *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 GHC_____ *[total Tender amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

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

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

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

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

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

(if none, state "none")

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

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

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

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

_____ _____

[signature] *[in the capacity of]*

Duly authorized to sign Tender for and on behalf of _____