



REPUBLIC OF GHANA

STANDARD TENDER DOCUMENTS

Procurement of Textbooks

Public Procurement Board

Accra, Ghana

March 2004

INTRODUCTION

The Public Procurement Board of the Republic of Ghana has prepared this Standard Tender Document (STD) for Procurement of Textbooks for use by Procurement Entities in the procurement of textbooks through International Competitive Tendering (ICT/NCT) in accordance with the Public Procurement Act, 2003 (Act 663).

The procedures and practices presented in these documents have been developed through broad experience.

A brief description of the document is given below.

PART 1 – TENDER PROCEDURES

Section I: Instructions to Tenderers (ITT)

This Section provides relevant information to help Tenderers prepare their Tenders. Information is also provided on the submission, opening, and evaluation of Tenders and on the award of Contracts. **Section I contains provisions that are to be used without modification.**

Section II. Tender Data Sheet (TDS)

This Section consists of provisions that are specific to each procurement and that supplement the information or requirements included in Section I, Instructions to Tenderers.

Section III. Evaluation and Qualification Criteria

This Section contains the criteria to determine the Lowest Evaluated Tender and the qualifications of the Tenderer to perform the contract.

Section IV: Tender Forms

This Section contains the forms for the **Tender Submission Sheet, Price Schedules, Tender Security, and the Publisher's Copyright Authorization** to be submitted with the Tender.

Section V. Eligible Countries

This Section contains information regarding eligible countries.

PART 2 – SUPPLY REQUIREMENTS

Section VI. Schedule of Requirements

This Section contains the List of Textbooks and Related Services, the Delivery and Completion Schedules, the Technical Specifications and the Drawings that describe the Textbooks and Related Services to be procured.

PART 3 – CONTRACT

Section VII. General Conditions of Contract (GCC)

This Section contains the general clauses to be applied in all contracts. **The text of the clauses in this Section shall not be modified.**

Section VIII. Special Conditions of Contract (SCC)

This Section contains clauses specific to each contract that modify or supplement Section VII, General Conditions of Contract.

Section IX: Contract Forms

This Section contains the form for the **Agreement**, which, once completed, incorporates any corrections and modifications to the accepted Tender relating to amendments permitted by the Instructions to Tenderers, the General Conditions of Contract, and the Special Conditions of Contract.

The forms for **Performance Security** and **Advance Payment Security**, when required, shall only be completed by the successful Tenderer after notification of award.

TENDER DOCUMENT
Issued on: _____

for

Procurement of

Invitation To Tender No: _____
ICT No/NCT No: _____

Purchaser: _____

Preface

This Tender Document has been prepared by _____ and is based on the Standard Tender Document for Procurement of Textbooks issued by the Public Procurement Board of the Republic of Ghana, dated _____.

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PART 1 – Tender Procedures

Section I. Instructions to Tenderers

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Section I. Instructions to Tenderers

A. General

- 1. Scope of Tender**
 - 1.1 In support of the Invitation for Tenders indicated in the Tender Data Sheet (**TDS**), the Purchaser, as indicated in the **TDS**, issues these Tender Documents for the supply of Textbooks and Related Services incidental thereto as specified in Section VI, Schedule of Requirements. The name, identification, and number of lots of the Tender are provided in the **TDS**.
 - 1.2 Throughout these Tender Documents:
 - (a) the term “in writing” means communication in written form with proof of receipt;
 - (b) if the context so requires, singular means plural and vice versa; and
 - (c) “day” means calendar day.
- 2. Source of Funds**
 - 2.1 The Procurement Entity (hereinafter called “Purchaser”) named in the **Tender Data Sheet** shall fund this procurement from part of its budgetary allocation toward the realization of the project named in the TDS.
 - 2.2 Payments will be made only at the request of the Purchaser and upon approval in accordance with the terms and conditions of the contract agreement between the Purchaser and the Supplier (hereinafter called the Contract Agreement). No party other than the Supplier shall derive any rights from the Contract Agreement or have any claim to the funds.
- 3. Corrupt Practices**
 - 3.1 The Government of Ghana (GOG) requires that all Procurement Entities as well as Tenderers, Suppliers, Contractors and Consultants participating in contracts financed from the public funds of the Republic of Ghana, adhere to the highest ethical standards, both during the tendering process and throughout the execution of such contracts. The list of definitions set forth below involves the most common types of corrupt practices, but is not exhaustive. For this reason, the Public Procurement Board will also consider claims of similar nature involving alleged acts of corruption, in accordance with the established procedure.
 - (a) “Bribery” means the act of unduly offering, giving, receiving or soliciting anything of value to influence the process of procuring goods or services, selecting

consultants, or executing contracts.

- (b) “Extortion” or “Coercion” means the act attempting to influence the process of procuring goods or services, selecting consultants, or executing contracts by means of threats of injury to person, property or reputation.
- (c) “Fraud” means the misrepresentation of information or facts for the purpose of influencing the process of procuring goods or services, selecting consultants, or executing contracts, to the detriment of the Procurement Entity/Purchaser or other participants.
- (d) “Collusion” is an agreement between tenderers designed to result in tenders at artificial prices that are not competitive.

3.2 If, in accordance with the administrative procedures of the Public Procurement Board, it is demonstrated that a government/public official, or anyone acting on his or her behalf, and/or a Tenderer in a procurement process or supplier/contractor during the execution of the contract carried out in connection with a project financed from the public funds of the Republic of Ghana has committed corrupt practices, the Public Procurement Board or the appropriate Tender review Board will:

- (a). reject a proposal to award a contract in connection with the respective procurement process; and/or
- (b). declare a firm and/or its personnel directly involved in corrupt practices, temporarily or permanently ineligible to be awarded future contracts financed from the public funds of the Republic of Ghana.

3.3 The Tenderer shall disclose any commissions or fees that may have been paid or are to be paid to agents, representatives, or commission agents with respect to the tendering process or execution of the contract. The information disclosed must include the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee. The information must be included in the Tender Submission Sheet. Furthermore, Tenderers shall be aware of the provision stated in Sub-Clause 3.2 and Sub-Clause 35.1 (c) of the General Conditions of Contract.

3.4 Any communication between the Tenderer and the Purchaser related to matters of alleged fraud or corruption must be made in writing.

4. Eligible Tenderers

- 4.1 A Tenderer may be a private, public or government-owned legal entity, subject to ITT Sub-Clause 4.4, or any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a Joint Venture (JV). In the case of a JV:
- (a) all parties to the JV shall be jointly and severally liable; and
 - (b) A JV shall nominate a Representative who shall have the authority to conduct all businesses for and on behalf of any and all the parties of the JV during the Tendering process and, in the event the JV is awarded the Contract, during contract execution.
- 4.2 A Tenderer, and all parties constituting the Tenderer, shall have the nationality of an eligible country, in accordance with Section V, Eligible Countries. A Tenderer shall be deemed to have the nationality of a country if the Tenderer is a citizen or is constituted, incorporated, or registered and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed subcontractors or suppliers for any part of the Contract including related services.
- 4.3 A Tenderer shall not have a conflict of interest. All Tenderers found to have conflict of interest shall be disqualified. Tenderers may be considered to have a conflict of interest with one or more parties in this Tendering process, if they:
- (a) have controlling shareholders in common; or
 - (b) receive or have received any direct or indirect subsidy from any of them; or
 - (c) have the same legal representative for purposes of this tender; or
 - (d) participated as a consultant in the preparation of the design or technical specifications of the goods and related services that are the subject of the tender.
 - (e) are 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 the goods to be purchased under this Invitation for Tenders; or
 - (f) submit more than one Tender in this Tendering process, except for alternative offers permitted under ITT Clause

13.

- 4.4 A Tenderer that is under a declaration of ineligibility by the Public Procurement Board in accordance with ITT Clause 3, at the date of the deadline for Tender submission or thereafter, shall be disqualified.
- 4.5 Government-owned enterprises shall be eligible only if they can establish that they are legally and financially autonomous and operate under commercial law.
- 4.6 Tenderers shall provide such evidence of their continued eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request.
- 4.7 Tenderers of an eligible country may be excluded if:
 - (a) as a matter of law or official regulation, Ghana prohibits commercial relations with that country, provided that the Public Procurement Board is satisfied that such exclusion does not preclude effective competition for the supply of goods or related services required; or
 - (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, Ghana prohibits any import of goods from that country or any payments to persons or entities in that country.

5. Eligible Goods and Related Services

- 5.1 All goods and related services to be supplied under the Contract shall have as their country of origin an eligible country as specified in Section V, Eligible Countries, of this Tender Document.
- 5.2 For purposes of this Clause, the term “goods” include textbooks and reading materials, other production inputs such as paper, manuscript publishing and manufacturing, publishing, manufacturing, as well as other related services such as distribution, binding and packing.
- 5.3 The term “country of origin” means the country where the Goods have been mined, grown, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its imported components.
- 5.4 The nationality of the firm that produces, assembles, distributes, or sells the Goods shall not determine their origin.
- 5.5 If so required in the **TDS**, a Tenderer that does not manufacture or

produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section V, Tender Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in Ghana.

B. Contents of Tender Document

6. Sections of Tender Document

- 6.1 The Tender Document consist of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITT Clause 8.

PART 1 Tender Procedures

- Section I. Instructions to Tenderers (ITT)
- Section II. Tender Data Sheet (**TDS**)
- Section III. Evaluation and Qualification Criteria
- Section IV. Tender Forms
- Section V. Eligible Countries

PART 2 Supply Requirements

- Section VI. Schedule of Requirements

PART 3 Contract

- Section VII. General Conditions of Contract (GCC)
- Section VIII. Special Conditions of Contract (SCC)
- Section IX. Contract Forms

- 6.2 The Invitation for Tenders issued by the Purchaser is not part of the Tender Documents.
- 6.3 The Purchaser is not responsible for the completeness of the Tender Documents and their addenda, if they were not obtained directly from the Purchaser.
- 6.4 The Tenderer is expected to examine all instructions, forms, terms, and specifications in the Tender Documents. Failure to furnish all information or documentation required by the Tender Documents, may result in the rejection of the Tender.

7. Clarification of Tender Documents

- 7.1 A prospective Tenderer requiring any clarification of the Tender Document shall contact the Purchaser in writing at the Purchaser's address indicated in the **TDS**. The Purchaser will respond in writing to any request for clarification, provided that such request is received no later than twenty-one (21) days prior to the deadline for submission of Tenders. The Purchaser shall forward copies of its response to all those who have acquired the

Tender Document directly from it, including a description of the inquiry but without identifying its source. Should the Purchaser deem it necessary to amend the Tender Document as a result of a clarification, it shall do so following the procedure under ITT Clause 8 and Sub-Clause 24.2.

- 8. Amendment of Tender Documents**
- 8.1 At any time prior to the deadline for submission of Tenders, the Purchaser may amend the Tender Documents by issuing addenda.
- 8.2 Any addendum issued shall be part of the Tender Documents and shall be communicated in writing to all who have obtained the Tender Documents directly from the Purchaser.
- 8.3 To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their Tenders, the Purchaser may, at its discretion, extend the deadline for the submission of Tenders, pursuant to ITT Sub-Clause 24.2

C. Preparation of Tenders

- 9. Cost of Tender**
- 9.1 The Tenderer shall bear all costs associated with the preparation and submission of its Tender, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Tender process.
- 10. Language of Tender**
- 10.1 The Tender, as well as all correspondence and documents relating to the Tender exchanged by the Tenderer and the Purchaser, shall be written in the language specified in the **TDS**. Supporting documents and printed literature that are part of the Tender may be in another language provided they are accompanied by an accurate translation of the relevant passages into the language specified in the **TDS**, in which case, for purposes of interpretation of the Tender, such translation shall govern.
- 11. Documents Comprising the Tender**
- 11.1 The Tender shall comprise the following:
- (a) Tender Submission Sheet and the applicable Price Schedules, in accordance with ITT Clauses 12, 14, and 15;
 - (b) Tender Security, in accordance with ITT Clause 21;
 - (c) alternative Tenders, if permissible, in accordance with ITT Clause 13;
 - (d) written confirmation authorizing the signatory of the Tender to commit the Tenderer, in accordance with ITT Clause 22;

- (e) documentary evidence in accordance with ITT Clause 16 establishing the Tenderer's eligibility to Tender, including the Tenderer Information Sheet and, when applicable, the Party to JV Information Sheet using the forms furnished in Section IV, Tender Forms;
- (f) Documentary evidence in accordance with ITT Clause 17, that the Textbooks and Related Services to be supplied by the Tenderer are of eligible origin;
- (g) documentary evidence in accordance with ITT Clauses 18 and 30, that the Textbooks and Related Services conform to the Tender Documents;
- (h) documentary evidence in accordance with ITT Clause 19 establishing the Tenderer's qualifications to perform the contract if its Tender is accepted; and
- (i) any other document required in the **TDS**.

12. Tender Submission Sheet and Price Schedules

- 12.1 The Tenderer shall submit the Tender Submission Sheet using the form furnished in Section IV, Tender Forms. This form must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.
- 12.2 The Tenderer shall submit the Price Schedules for Textbooks and Related Services, according to their origin as appropriate, using the forms furnished in Section IV, Tender Forms

13. Alternative Tenders

- 13.1 Unless otherwise indicated in the **TDS**, alternative Tenders shall not be considered.

14. Tender Prices and Discounts

- 14.1 The prices and discounts quoted by the Tenderer in the Tender Submission Sheet and in the Price Schedules shall conform to the requirements specified below.
- 14.2 All lots and items must be listed and priced separately in the Price Schedules. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items. Lots or items not listed in the Price Schedule shall be assumed to be not included in the Tender, and provided that the Tender is substantially responsive, the corresponding adjustment, as appropriate, shall be applied in accordance with ITT Sub-Clause 31.3.
- 14.3 The price to be quoted in the Tender Submission Sheet, in accordance with ITT Sub-Clause 12.1(c), shall be the total price

of the Tender, excluding any discounts offered.

- 14.4 The Tenderer shall quote any unconditional discounts and indicate the method for their application in the Tender Submission Sheet, in accordance with ITT Sub-Clause 12.1(d).
- 14.5 The terms EXW, CIF, CIP, and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by The International Chamber of Commerce, at the date of the Invitation for Tenders or as specified in the **TDS**.
- 14.6 Prices indicated on the respective Price Schedule Form included in Section IV, Tender Forms, shall be entered separately, when appropriate, in the following manner:
- (a) For Textbooks to be supplied from within Ghana:
- (i) the price of the textbooks quoted EXW (ex works, ex factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable:
 - (A) on the components and raw material used in the manufacture or assembly of textbooks quoted ex works or ex factory;
 - or**
 - (B) on the previously imported textbooks of foreign origin quoted ex warehouse, ex showroom, or off-the-shelf.
 - (ii) any Ghanaian sales and other taxes which will be payable on the textbooks if the contract is awarded to the Tenderer.
 - (iii) the price for inland transportation, insurance, and other local services required to convey the textbooks to their final destination, if specified in the **TDS**.
- (b) For Textbooks to be supplied from outside Ghana:
- (i) the price of the textbooks shall be quoted CIF named port of destination, or CIP border point, or CIP named place of destination, in Ghana, as specified in the **TDS**. In quoting the price, the Tenderer shall be free to use transportation through carriers registered in any eligible countries. Similarly, the Tenderer may obtain insurance services from any eligible source country.
 - (ii) the price of the textbooks quoted FOB port of

- shipment (or FCA, as the case may be), if specified in the **TDS**.
- (iii) the price of textbooks quoted CFR port of destination (or CPT as the case may be), if specified in the **TDS**.
 - (iv) the price for inland transportation, insurance, and other local services required to convey the textbooks from the port of entry to their final destination, if specified in the **TDS**.
- (c) for Related Services, other than inland transportation and other services required to convey the textbooks to their final destination, whenever such Related Services are specified in the Schedule of Requirements:
- (i) the price of each item comprising the Related Services inclusive of;
 - (ii) all custom duties, sales and other similar taxes applicable in Ghana, payable on the Related Services, if the Contract is awarded to the Tenderer.
- 14.7 The disaggregation of price components in accordance with ITT Sub-Clause 14.6 shall be solely for the purpose of facilitating the comparison of Tenders by the Purchaser. This shall not in any way limit the Purchaser's right to contract on any of the terms offered.
- 14.8 Prices quoted by the Tenderer shall be fixed during the Tenderer's performance of the Contract and not subject to variation on any account, unless otherwise specified in the **TDS**. A Tender submitted with an adjustable price quotation shall be treated as non responsive and shall be rejected, pursuant to ITT Clause 30. However, if in accordance with the **TDS**, prices quoted by the Tenderer shall be subject to adjustment during the performance of the Contract, a Tender submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.
- 14.9 If so indicated in ITT Sub-Clause 1.1, Tenders are being invited for individual contracts (lots) or for any combination of contracts (packages). Unless otherwise indicated in the **TDS**, prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Tenderers wishing to offer any price reduction for the award of more than one Contract shall specify in their Tender the price reductions applicable to each package or, alternatively, to individual Contracts within the package. Price reductions shall be submitted in accordance with ITT Sub-Clause 14.4, provided the

Tenders for all lots are submitted and opened at the same time.

- 15. Currencies of Tender**
- 15.1 For Textbooks and Related Services that the Tenderer will supply from inside Ghana the prices shall be quoted in Cedis (¢), unless otherwise specified in the **TDS**.
- 15.2 For Textbooks and Related Services that the Tenderer will supply from outside Ghana, prices shall be expressed in the currency of any eligible country. If the Tenderer wishes to be paid in a combination of amounts in different currencies, it may quote its price accordingly but use no more than three currencies.
- 16. Documents Establishing the Eligibility of the Tenderer**
- 16.1 To establish their eligibility in accordance with ITT Clause 4, Tenderers shall:
- (a) complete the eligibility declarations in the Tender Submission Sheet, included in Section IV, Tender Forms; and
 - (b) if in accordance with ITT sub-Clause 4.1, the Tenderer is an existing or intended JV, it must submit the Tenderer Information Sheet and a copy of the JV Agreement, or a letter of intent to enter into such an Agreement. The respective document shall be signed by all legally authorized signatories of all the parties to the existing or intended JV, as appropriate.
- 17. Documents Establishing the Eligibility of the Textbooks and Related Services**
- 17.1 To establish the eligibility of the Textbooks and Related Services in accordance with ITT Clause 5, Tenderers shall complete the country of origin declarations in the Price Schedule Forms, included in Section IV, Tender Forms.
- 18. Documents Establishing the Conformity of the Textbooks and Related Services**
- 18.1 To establish the conformity of the Textbooks and Related Services to the Tender Documents, the Tenderer shall furnish as part of its Tender the documentary evidence that the textbooks conform to the technical specifications and standards specified in Section VI, Schedule of Requirements.
- 18.2 Unless otherwise specified in the **TDS**, the documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Textbooks and Related Services, demonstrating substantial responsiveness of the Textbooks and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Schedule of Requirements.

18.3 The Tenderer shall also furnish 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 textbooks for a period to be specified in the **TDS**, following commencement of the use of the textbooks by the Purchaser.

18.4 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in the Schedule of Requirements, are intended to be descriptive only and not restrictive. The Tenderer may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Purchaser's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Schedule of Requirements.

**19. Documents
Establishing the
Qualifications of
the Tenderer**

19.1 To establish its qualifications to perform the Contract, the Tenderer shall submit the evidence indicated for each qualification criterion specified in Section III, Evaluation and Qualification Criteria.

**20. Period of
Validity of
Tenders**

20.1 Tenders shall remain valid for the period specified in the **TDS** after the Tender submission deadline date prescribed by the Purchaser. A Tender valid for a shorter period shall be rejected by the Purchaser as non responsive.

In exceptional circumstances, prior to the expiration of the Tender validity period, the Purchaser may request Tenderers to extend the period of validity of their Tenders. The request and the responses shall be made in writing. If a Tender security is requested in accordance with ITT Clause 21, it shall also be extended for a corresponding period. A Tenderer may refuse the request without forfeiting its Tender security. A Tenderer granting the request shall not be required or permitted to modify its Tender, except as provided in ITT Sub-Clause 20.3.

21. Tender Security

21.1 Unless otherwise specified in the **TDS**, the Tenderer shall furnish as part of its Tender, a Tender security in original form and in the amount specified in the **TDS**.

21.2 The Tender security shall be denominated in the currency of the Tender or in another freely convertible currency, and shall:

- (a) at the Tenderer's option, be in the form of either a certified check, letter of credit, or a bank guarantee from a banking institution, or a bond issued by an insurance or

bonding institution;

- (b) be issued by a reputable institution from an eligible country, and acceptable to the Purchaser whose acceptance may not be unreasonably withheld;
 - (c) be substantially in accordance with one of the forms of Tender security included in Section IV, Tender Forms, or other form approved by the Purchaser prior to Tender submission;
 - (d) be payable promptly upon written demand by the employer in the case of the conditions listed in ITT Clause 21.5 are invoked;
 - (e) be submitted in its original form; copies will not be accepted;
 - (f) remain valid for a period of 28 days beyond the original validity period of Tenders, or beyond any period of extension subsequently requested under ITT Clause 20.2;
- 21.3 If a Tender Security is required in accordance with ITT Sub-Clause 21.1, any Tender not accompanied by a substantially responsive Tender security in accordance with ITT Sub-Clause 21.2, shall be rejected by the Purchaser as nonresponsive.
- 21.4 The Tender security of unsuccessful Tenderers shall be returned as promptly as possible upon the successful Tenderer's furnishing of the performance security pursuant to ITT Clause 44.
- 21.5 The Tender security may be forfeited:
- (a) if a Tenderer withdraws its Tender during the period of Tender validity specified by the Tenderer on the Tender Submission Sheet, except as provided in ITT Sub-Clause 20.2; or
 - (b) if the successful Tenderer fails to:
 - (i) accept the correction of its Tender Price pursuant to ITT Sub-Clause 31.3.
 - (ii) sign the Contract in accordance with ITT Clause 43;
 - (iii) furnish a performance security in accordance with ITT Clause 44; or
- 21.6 The Tender Security of a JV must be in the name of the JV that submits the Tender. If the JV has not been legally constituted at the time of Tender, the Tender Security shall be in the names of

all future partners as named in the letter of intent mentioned in ITT Sub-Clause 16.1.

22. Format and Signing of Tender

- 22.1 The Tenderer shall prepare one original of the documents comprising the Tender as described in ITT Clause 11 and clearly mark it “ORIGINAL.” In addition, the Tenderer shall submit copies of the Tender, in the number specified in the **TDS** and clearly mark them “COPY.” In the event of any discrepancy between the original and the copies, the original shall prevail.
- 22.2 The original and all copies of the Tender shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Tenderer. This authorization shall consist of a written authorization and shall be attached to the Tenderer Information Sheet included in Section IV Tender Forms. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Tender, except for unamended printed literature, shall be signed or initialed by the person signing the Tender.
- 22.3 Any interlineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Tender.

D. Submission and Opening of Tenders

23. Sealing and Marking of Tenders

- 23.1 The Tenderer shall enclose the original and each copy of the Tender, including alternative Tenders, if permitted in accordance with ITT Clause 13, in separate sealed envelopes, duly marking the envelopes as “ORIGINAL” and “COPY.” These envelopes containing the original and the copies shall then be enclosed in one single envelope.
- 23.2 The inner and outer envelopes shall:
- (a) Bear the name and address of the Tenderer;
 - (b) be addressed to the Purchaser in accordance with ITT Sub-Clause 24.1;
 - (c) bear the specific identification of this Tender process indicated in ITT 1.1 and any additional identification marks as specified in the **TDS**; and
 - (d) bear a warning not to open before the time and date for Tender opening, in accordance with ITT Sub-Clause 24.1.
- 23.3 If all envelopes are not sealed and marked as required, the Purchaser will assume no responsibility for the misplacement or premature opening of the Tender.

24. Deadline for

- 24.1 Tenders must be received by the Purchaser at the address and no

- Submission of Tenders** later than the date and time indicated in the **TDS**.
- 24.2 The Purchaser may, at its discretion, extend the deadline for the submission of Tenders by amending the Tender Documents in accordance with ITT Clause 8, in which case all rights and obligations of the Purchaser and Tenderers previously subject to the deadline shall thereafter be subject to the deadline as extended.
- 25. Late Tenders** 25.1 The Purchaser shall not consider any Tender that arrives after the deadline for submission of Tenders, in accordance with ITT Clause 24. Any Tender received by the Purchaser after the deadline for submission of Tenders shall be declared late, rejected, and returned unopened to the Tenderer.
- 26. Withdrawal, Substitution, and Modification of Tenders** 26.1 A Tenderer may withdraw, substitute, or modify its Tender after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITT Sub-Clause 22.2, (except that no copies of the withdrawal notice are required). The corresponding substitution or modification of the Tender must accompany the respective written notice. All notices must be:
- (a) submitted in accordance with ITT Clauses 22 and 23 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL,” “SUBSTITUTION,” or “MODIFICATION;” and
 - (b) received by the Purchaser prior to the deadline prescribed for submission of Tenders, in accordance with ITT Clause 24.
- 26.2 Tenders requested to be withdrawn in accordance with ITT Sub-Clause 26.1 shall be returned unopened to the Tenderers.
- 26.3 No Tender may be withdrawn, substituted, or modified 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 Submission Sheet or any extension thereof.
- 27. Tender Opening** 27.1 The Purchaser shall conduct the Tender opening in the presence of Tenderers’ designated representatives who choose to attend, and at the address, date and time specified in the **TDS**.
- 27.2 First, envelopes marked “WITHDRAWAL” shall be opened and read out and the envelope with the corresponding Tender shall not be opened, but returned to the Tenderer. No Tender withdrawal shall be permitted unless the corresponding withdrawal notice

contains a valid authorization to request the withdrawal and is read out at Tender opening. Next, envelopes marked "SUBSTITUTION" shall be opened and read out and exchanged with the corresponding Tender being substituted, and the substituted Tender shall not be opened, but returned to the Tenderer. No Tender substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at Tender opening. Envelopes marked "MODIFICATION" shall be opened and read out with the corresponding Tender. No Tender modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Tender opening. Only envelopes that are opened and read out at Tender opening shall be considered further.

- 27.3 All other envelopes shall be opened one at a time, reading out: the name of the Tenderer and whether there is a modification; the Tender Prices, including any discounts and alternative offers; the presence of a Tender security, if required; and any other details as the Purchaser may consider appropriate. Only discounts and alternative offers read out at Tender opening shall be considered for evaluation. No Tender shall be rejected at Tender opening except for late Tenders, in accordance with ITT Sub-Clause 25.1.

The Purchaser shall prepare a record of the Tender opening that shall include, as a minimum: the name of the Tenderer and whether there is a withdrawal, substitution, or modification; the Tender Price, per lot if applicable, including any discounts and alternative offers; and the presence or absence of a Tender security, if one was required. The Tenderers' representatives who are present shall be requested to sign the record. The omission of a Tenderer's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Tenderers.

E. Evaluation and Comparison of Tenders

- 28. Confidentiality**
- 28.1 Information relating to the examination, evaluation, comparison, and postqualification of Tenders, and recommendation of contract award, shall not be disclosed to Tenderers or any other persons not officially concerned with such process until information on Contract award is communicated to all Tenderers.
- 28.2 Any effort by a Tenderer to influence the Purchaser in the examination, evaluation, comparison, and postqualification of the Tenders or Contract award decisions may result in the rejection of its Tender.

- 28.3 Notwithstanding ITT Sub-Clause 28.2, from the time of Tender opening to the time of Contract award, if any Tenderer wishes to contact the Purchaser on any matter related to the Tender process, it should do so in writing.
- 29. Clarification of Tenders**
- 29.1 To assist in the examination, evaluation, comparison and post-qualification of the Tenders, the Purchaser may, at its discretion, ask any Tenderer for a clarification of its Tender. Any clarification submitted by a Tenderer in respect to its Tender and that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing. No change in the prices or substance of the Tender shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the evaluation of the Tenders, in accordance with ITT Clause 31.
- 30. Responsiveness of Tenders**
- 30.1 The Purchaser's determination of a Tender's responsiveness is to be based on the contents of the Tender itself.
- 30.2 A substantially responsive Tender is one that conforms to all the terms, conditions, and specifications of the Tender Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:
- (a) affects in any substantial way the scope, quality, or performance of the Textbooks and Related Services specified in the Contract; or
 - (b) limits in any substantial way, inconsistent with the Tender Documents, the Purchaser's rights or the Tenderer's obligations under the Contract; or
 - (c) if rectified would unfairly affect the competitive position of other Tenderers presenting substantially responsive Tenders.
- 30.3 If a Tender is not substantially responsive to the Tender Documents, it shall be rejected by the Purchaser and may not subsequently be made responsive by the Tenderer by correction of the material deviation, reservation, or omission.
- 31. Nonconformities, Errors, and Omissions**
- 31.1 Provided that a Tender is substantially responsive, the Purchaser may waive any non-conformities or omissions in the Tender that do not constitute a material deviation.
- 31.2 Provided that a Tender is substantially responsive, the Purchaser may request that the Tenderer submit the necessary information or documentation, within a reasonable period of time, to rectify

nonmaterial nonconformities or omissions in the Tender related to documentation requirements. Such omission shall not be related to any aspect of the price of the Tender. Failure of the Tenderer to comply with the request may result in the rejection of its Tender.

31.3 Provided that the Tender is substantially responsive, the Purchaser shall correct arithmetical errors 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 Purchaser 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.

31.4 If the Tenderer that submitted the Lowest Evaluated Tender does not accept the correction of errors, its Tender shall be disqualified and its Tender security may be forfeited.

**32. Preliminary
Examination of
Tenders**

- (a) 32.1 The Purchaser shall examine the Tenders to confirm that all documents and technical documentation requested in ITT Clause 11 have been provided, and to determine the completeness of each document submitted. If any of these documents or information is missing, the offer shall be rejected.

**33. Examination of
Terms and
Conditions;
Technical
Evaluation**

33.1 The Purchaser shall examine the Tender to confirm that all terms and conditions specified in the GCC and the SCC have been accepted by the Tenderer without any material deviation or reservation.

33.2 The Purchaser shall evaluate the technical aspects of the Tender submitted in accordance with ITT Clause 18, to confirm that all requirements specified in Section VI, Schedule of Requirements of the Tender Documents have been met without any material deviation or reservation.

- 33.3 If, after the examination of the terms and conditions and the technical evaluation, the Purchaser determines that the Tender is not substantially responsive in accordance with ITT Clause 30, it shall reject the Tender.
- 34. Conversion to Single Currency**
- 34.1 For evaluation and comparison purposes, the Purchaser shall convert all Tender prices expressed in the amounts in various currencies into a single currency, using the selling exchange rate established by the source and on the date specified in the **TDS**.
- 35. Domestic Preference**
- 35.1 Unless otherwise specified in the **TDS**, domestic preference shall be a factor in Tender evaluation. In accordance with the procedures outlined in Section III of this Tender Document.
- 36. Evaluation of Tenders**
- 36.1 The Purchaser shall evaluate each Tender that has been determined, up to this stage of the evaluation, to be substantially responsive.
- 36.2 To evaluate a Tender, the Purchaser shall only use all the factors, methodologies and criteria defined in the **TDS** and in Section III, Evaluation and Qualification Criteria. No other criteria or methodology shall be permitted.
- 36.3 To evaluate a Tender, the Purchaser shall consider the following:
- (a) the Tender price as quoted in accordance with clause 14;
 - (b) price adjustment for correction of arithmetic errors in accordance with ITT Sub-Clause 31.3;
 - (c) price adjustment due to discounts offered in accordance with ITT Sub-Clause 14.4;
 - (d) as indicated in the **TDS**, the applicable factors of evaluation amongst those set out in Section III, Evaluation and Qualification Criteria;
 - (e) adjustments due to the application of a margin of preference, in accordance with ITT Clause 35 if applicable.
- 36.4 The Purchaser's evaluation of a Tender will exclude and not take into account:
- (a) In the case of Textbooks manufactured in Ghana or Textbooks of foreign origin already located in Ghana, sales and other similar taxes, which will be payable on the textbooks if a contract is awarded to the Tenderer;
 - (b) in the case of Textbooks to be supplied from outside Ghana, customs duties and other similar import taxes and

other duties and taxes which will be payable on the textbooks if the contract is awarded to the Tenderer;

- (c) in the case of Related Services, customs duties and sales and other similar taxes that will be payable on the Related Services if the contract is awarded to the Tenderer; and
- (d) any allowance for price adjustment during the period of execution of the contract, if provided in the Tender.

36.5 The Purchaser's cost evaluation of a Tender may require the consideration of other factors, in addition to the Tender Price quoted in accordance with ITT Clause 14. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Textbooks and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of Tenders, unless otherwise specified in Section III, Evaluation and Qualification Criteria. The factors to be used and the method of application shall be indicated in the **TDS** from amongst those set out in Section III, Evaluation and Qualification Criteria.

If so indicated in the **TDS**, this Tender Document shall allow Tenderers to quote separate prices for one or more lots, and shall allow the Purchaser to award one or multiple lots to more than one Tenderer. The methodology of evaluation to determine the lowest-evaluated lot combinations, including any discounts offered in the Tender Submission Sheet, as appropriate, is specified in Section III, Evaluation and Qualification Criteria.

37. Comparison of Tenders

37.1 The Purchaser shall compare all substantially responsive Tenders to determine the lowest-evaluated Tender, in accordance with ITT Clause 36.

38. Postqualification of the Tenderer

38.1 The Purchaser shall determine to its satisfaction whether the Tenderer that is selected as having submitted the lowest evaluated and substantially responsive Tender is qualified to perform the Contract satisfactorily.

38.2 The determination shall be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer, pursuant to ITT Clause 19, to clarifications in accordance with ITT Clause 29 and the qualification criteria indicated in Section III, Evaluation and Qualification Criteria. Factors not included in Section III shall not be used in the evaluation of the Tenderer's qualification.

38.3 An affirmative determination shall be a prerequisite for award of

the Contract to the Tenderer. A negative determination shall result in disqualification of the Tender, in which event the Purchaser shall proceed to the next lowest evaluated Tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

- 39. Purchaser's Right to Accept Any Tender, and to Reject Any or All Tenders** 39.1 The Purchaser reserves the right to accept or reject any Tender, and to annul the Tendering process and reject all Tenders at any time prior to contract award, without thereby incurring any liability to Tenderers.

F. Award of Contract

- 40. Award Criteria** 40.1 The Purchaser shall award the Contract to the Tenderer whose offer has been determined to be the lowest evaluated Tender and is substantially responsive to the Tender Documents, provided further that the Tenderer is determined to be qualified to perform the Contract satisfactorily.

- 41. Purchaser's Right to Vary Quantities at Time of Award** 41.1 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Textbooks and Related Services originally specified in Section VI, Schedule of Requirements, provided this does not exceed the percentages indicated in the **TDS**, and without any change in the unit prices or other terms and conditions of the Tender and the Tender Documents.

- 42. Notification of Award** 42.1 Prior to the expiration of the period of Tender validity, the Purchaser shall notify the successful Tenderer, in writing, that its Tender has been accepted. At the same time, the Purchaser shall also notify all other Tenderers of the results of the Tender.
- 42.2 Until a formal contract is prepared and executed, the notification of award shall constitute a binding Contract.
- 42.3 The Purchaser shall promptly respond in writing to any unsuccessful Tenderer who, after notification of award in accordance with ITT Sub-Clause 42.1, requests the Purchaser in writing to explain on which grounds its Tender was not selected.

- 43. Signing of Contract** 43.1 Promptly after notification, the Purchaser shall send the successful Tenderer the Agreement and the Special Conditions of Contract.
- 43.2 Within twenty-eight (28) days of receipt of the Agreement, the successful Tenderer shall sign, date, and return it to the Purchaser.

**44. Performance
Security**

- 44.1 Within twenty eight (28) days of the receipt of notification of award from the Purchaser, the successful Tenderer shall furnish the performance security in accordance with the GCC, using for that purpose the Performance Security Form included in Section IX Contract forms, or another form acceptable to the Purchaser.
- 44.2 Failure of the successful Tenderer to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Tender Security. In that event the Purchaser may award the Contract to the next lowest evaluated Tenderer, whose offer is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily.

Section II. Tender Data Sheet

A. General	
ITT 1.1	The number of the Invitation for Tenders is : _____
ITT 1.1	The Purchaser is: _____
ITT 1.1	The name of the ICT/NCT is: _____ _____ The identification number of the ICT/NCT is: _____ _____ The number and identification of lots comprising this ICT/NCT is: _____ _____
ITT 2.1	The Source of Funds is: _____ _____
ITT 2.1	The name of the Project is: _____ _____
ITT 4.5	As an exception to this rule, education professionals in government employment who are not involved in the textbook evaluation and approval process would be permitted to compete and to write and illustrate textbooks. Another exception would be for the period between finalization of new curricula and availability of new material to match that curriculum when the government owns the copyright and only a state-owned enterprise publishes, manufactures, and distributes textbooks and reading materials.
ITT 5.5	A Tenderer that does not write the textbooks it offers to supply shall be required to submit with its Tender, the Copyright Authorization using the form included in Section IV Tender Forms.
B. Contents of Tender Document	
ITT 7.1	<u>For purposes of clarification of Tenders only</u> , the Purchaser's address is: Attention: _____

	Address: _____ Floor-Room number: _____ City: _____ Region: _____ Country: _____ Telephone: _____ Facsimile number: _____ Electronic mail address: _____
	C. Preparation of Tenders
ITT 10.1	The language of the Tender is: _____
ITT 11.1 (i)	The Tenderer shall submit with its Tender the following additional documents: _____ _____ _____ _____
ITT 13.1	Alternative Tenders _____ be considered. The Purchaser shall only apply the following criteria for evaluation of alternatives: _____ _____ _____
ITT 14.5	The Incoterms edition is: _____
ITT 14.6 (a) (iii)	The Tenderer _____ quote the price of inland transportation, insurance, and other local services required to convey the textbooks to their final destination. If these services are required, they are specified in the Schedule of Requirements.
ITT 14.6 (b) (i)	The price of Textbooks offered from outside Ghana shall be quoted: _____

ITT 14.6 (b) (ii)	The price of Textbooks offered from outside Ghana shall be quoted: _____ _____
ITT 14.6 (b) (iii)	The Price of the Textbooks to be supplied from outside Ghana shall be quoted _____
ITT 14.6 (b) (iv)	The Tenderer _____ quote the price of inland transportation, insurance, and other local services required to convey the Textbooks to their final destination.
ITT 14.8	The prices quoted by the Tenderer _____ fixed/adjustable. If prices shall be adjustable, the methodology is specified in Section III, Evaluation and Qualification Criteria.
ITT 14.9	Prices quoted for each lot shall correspond at least to _____ percent (____)% of the items specified for each lot. Prices quoted for each item of a lot shall correspond at least to _____ percent (____) % of the quantities specified for each item of a lot.
ITT 15.1	For Textbooks and Related Services that the Tenderer will supply from inside Ghana the prices shall be quoted in _____.
ITT 18.2	Documentary evidence shall be in the following form(s): _____ _____
ITT 20.1	The Tender validity period shall be _____ days.
ITT 21.1	A Tender security _____ be required. If a Tender security shall be required, the amount of the Tender security shall be _____ _____
ITT 22.1	In addition to the original of the Tender, the number of copies is: _____
D. Submission and Opening of Tenders	
ITT 23.2 (c)	The inner and outer envelopes shall bear the following additional identification marks: _____

ITT 24.1	<p>For Tender submission purposes only, the Purchaser's address is:</p> <p>Attention: _____</p> <p>Address: _____</p> <p>Floor-Room number: _____</p> <p>City: _____</p> <p>Region: _____</p> <p>Country: _____</p> <p>The deadline for the submission of Tenders is:</p> <p>Date: _____</p> <p>Time: _____</p>
ITT 27.1	<p>The Tender opening shall take place at:</p> <p>Address: _____</p> <p>Floor/Room number: _____</p> <p>City: _____</p> <p>Country: _____</p> <p>Date: _____</p> <p>Time: _____</p>
E. Evaluation and Comparison of Tenders	
ITT 34.1	<p>The currency that shall be used for Tender evaluation and comparison purposes to convert all Tender prices expressed in various currencies into a single currency is: _____</p> <p>The source of exchange rate shall be: _____</p> <p>The date for the exchange rate shall be: _____</p>
ITT 35.1	<p>Domestic preference _____ be a Tender evaluation factor.</p> <p>If domestic preference shall be a Tender-evaluation factor, the methodology for calculating the margin of preference and the criteria for its application shall be as specified in Section III, Evaluation and Qualification Criteria.</p>
ITT 36.3 (d)	<p>The applicable quality and cost factors for evaluation shall be: _____</p> <p>The following quantification methods will be applied:</p> <p>_____</p>

ITT 36.6	An evaluation methodology to determine the lowest-evaluated combination of lots _____ be applied. If a methodology is applied it shall be as specified in Section III, Evaluation and Qualification Criteria.
F. Award of Contract	
ITT 41.1¹	The maximum percentage by which quantities may be increased is: _____ _____ The maximum percentage by which quantities may be decreased is: _____ _____

¹ Percentage for increase or decrease of quantity of Goods and Services originally specified shall not be more than 15%.

Section III. Evaluation and Qualification Criteria

This section contains all the factors, methods and criteria that the Purchaser shall use to evaluate a Tender and determine whether a Tenderer has the required qualification. No other factor, method or criteria shall be used.

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1. Evaluation of Quality and Cost

- 1.1 Without prejudice to the provisions of ITT Clause 36, the Purchaser's evaluation of manuscripts will take into account both quality and cost factors as indicated in (a) and (b) below.

Evaluators should be aware of the following when conducting their evaluation:

- When Manuscript, Publishing and Manufacturing are contracted under a single contract, the evaluation of quality factors shall **only** apply to manuscripts.
- Bulk purchase of Books and Educational Materials without alteration (off-the-shelf) should be contracted from the book consolidator wholesaler that offers the greatest discount on the catalogue prices of the books on the Purchaser's list.
- Services for Manuscript and Publishing, or Publishing services alone, may be hired as consulting services using the Standard Request for Proposals. The evaluation criteria below may be used to evaluate the manuscript part of the proposal **only**.
- When Publishing and Manufacturing are contracted under a single contract, or Manufacturing is contracted separately, award should be made to the lowest evaluated price. There is no need to evaluate quality.
- Supply of production inputs and distribution services should be selected on the basis of the lowest evaluated price. There will be no need to evaluate quality.

(a) Quality Evaluation Factors

- (i) Conformity to the Curriculum
- (ii) Content
- (iii) Level of Language
- (iv) Pedagogical Method
- (v) Teacher Support
- (vi) Presentation and Design
- (vii) Illustrations
- (viii) Quality of Materials

(b) Cost Evaluation Factors

- (i) Cost of inland transportation, insurance, and other costs within Ghana incidental to delivery of the textbooks to their final destination (only if the price for these services has not been requested as part of the Tender price as per **TDS-** ITT 14.6[a][iii], and ITT 14.6[b][iv]).
- (ii) Deviations in the delivery schedule offered in the Tender with respect to that specified in the Tender Documents; and
- (iii) Deviations in payment schedule from that specified in the Special Conditions of Contract;

1.2 Quality evaluation factors retained in 1.1 (a) above should be evaluated as follows:

Criteria/Factor	Maximum Points
i. Conformity to the Curriculum Conformity of the material to the requirements of the current curriculum?	5-10
ii. Content Accuracy and appropriateness of the factual content of the manuscript	10-40
iii. Level of language Accessibility of the level of language to the pupils of the Grade for which the text is intended and how it also help to improve pupil's understanding and use of language	5-10
iv. Pedagogical Method Appropriateness of the pedagogical method to classroom circumstances and pupil needs and the usefulness of the exercises, tasks and evaluation and testing materials equally useful	10-40
v. Teacher Support (Teacher's Guide) Appropriateness of the Teacher's Guide in providing a good guide to the curriculum; helping with lesson planning; giving notes on each individual lesson; helping with devising project work, homework, testing and evaluations	5-10
vi. Presentation and design Quality of the following aspects in relation to the pedagogic needs of the text and the motivation of the pupils Page layout Size and style of type used General 'readability' Spacing, margins, 'signposting,' clarity of impression	5-10
vii. Illustrations Quality of the illustrations and their relevance to the content and pedagogical intent of the text Standard of illustrations Accuracy of illustrations Style of illustrations Relationship between text and illustrations	5-10

Criteria/Factor	Maximum Points
viii. Quality of materials	5-10
Quality, opacity, weight and whiteness of the text paper higher than the minimum levels given in the Technical Specifications	
Quality, weight, whiteness and finish of the cover board higher than the minimum levels given in the Technical Specifications	
Quality and style of binding higher than that given in the Technical Specifications	
Total Maximum Points	100

1.3 Cost evaluation factors retained in 1.1 (b) above should be evaluated as follows::

- (a) *Inland transportation from EXW/port of entry/border point, insurance, and incidentals.*

Inland transportation, insurance, and other incidental costs for delivery of the textbooks from EXW/port of entry/border point to Project Site named in the Tender Data Sheet will be computed for each Tender by the Purchaser on the basis of published tariffs by the rail or road transport agencies, insurance companies, and/or other appropriate sources. To facilitate such computation, Tenderer shall furnish in its Tender the estimated dimensions and shipping weight and the approximate EXW/CIF (or CIP border point) value of each package. The above cost will be added by the Purchaser to EXW/CIF/CIP border point price.

- (b) *Delivery schedule.*

(i) The textbooks covered under this invitation are required to be delivered (shipped) within an acceptable range of weeks 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 week, as specified in the Tender Data Sheet, will be added for evaluation to the Tender price of Tenders offering deliveries later than the earliest delivery period specified in the Schedule of Requirements.

or

(ii) The Purchaser requires that the textbooks under the Invitation for Tenders shall be delivered (shipped) at the time specified in the Schedule of Requirements. The estimated time of arrival of the textbooks at the Project Site will be calculated for each Tender after allowing for reasonable international and inland transportation time. Treating the Tender resulting in the earliest time of arrival as the base, a delivery "adjustment" will be calculated for other Tenders by applying a percentage, specified in the Tender Data Sheet, of the EXW/CIF/CIP price for each week of delay

beyond the base, and this will be added to the Tender price for evaluation. No credit shall be given to early delivery.

or

- (iii) The textbooks covered under this invitation are required to be delivered (shipped) in partial shipments, as specified in the Schedule of Requirements. Tenders offering deliveries earlier or later than the specified deliveries will be adjusted in the evaluation by adding to the Tender price a factor equal to a percentage, specified in the Tender Data Sheet, of EXW/CIF/CIP price per week of variation from the specified delivery schedule.

(c) *Deviation in payment schedule.*

- (i) Tenderers shall state their Tender price for the payment schedule outlined in the SCC. Tenders will be evaluated on the basis of this base price. Tenderers are, however, permitted to state an alternative payment schedule and indicate the reduction in Tender price they wish to offer for such alternative payment schedule. The Purchaser may consider the alternative payment schedule offered by the selected Tenderer.

or

- (ii) The SCC stipulate the payment schedule offered by the Purchaser. If a Tender deviates from the schedule and if such deviation is considered acceptable to the Purchaser, the Tender will be evaluated by calculating interest earned for any earlier payments involved in the terms outlined in the Tender as compared with those stipulated in this invitation, at the rate per annum specified in the Tender Data Sheet.

1.4 The Evaluated Tender Score

An evaluated Tender Score (B_i) will be calculated for each responsive Tender using the following formula, which permits a comprehensive combined assessment of the Tender Price and the quality (technical merits) of each Tender

$$B_i = \frac{C_{lowest}}{C_i} X + T_i(1 - X)$$

Where

- C_i = Evaluated Tender Price
 C_{lowest} = the lowest of all Evaluated Tender Prices
 T_i = the total Technical Points awarded to the Tender
 X = weight for the Price [insert a number between 0.15 and 0.35]

The Tender with the highest evaluated Tender score (B) among responsive Tenders shall be termed the Lowest Evaluated Tender and is eligible for Contract award, provided the Tenderer was prequalified and/or it was found to be qualified to perform the Contract in accordance with the ITT Clause 38 (Postqualification).

Technical/Quality Evaluation

The Entity Tender Committee will receive all Tenders that are deemed responsive and assign them to the appropriate Subject Specialists Panel for evaluation. The members of the Panel will evaluate each book in a Tender in terms of pedagogic quality, presentation and illustration using Factors i to viii listed below. The table shows a range of indicative points that may be allocated to each criteria on a scale from 1 to 100.

The Point System. The table below is a sample intended to illustrate the calculation of the final score.

Criteria/Factor (i from 1 to n)	Maximum Points (M_i)	Actual Score (D, S, G, VG) from 40% - 100% (R_i)
i		
ii		
iii		
iv		
v		
vi		
vii		
viii		
	Σ M _i =100 points	

- N = the number of categories
M_i = Maximum points of each category
R_i = Rating for each category

In order to successfully pass the Quality Evaluation stage, and therefore be considered technically responsive, each title in a Tender might be expected to score a minimum of 65 points.

Note:

Each title that has successfully passed the quality evaluation stage will be evaluated on the basis of cost. If there is to be a Single Book Option (SBO) the title with the highest evaluated Tender Score (TS) will be considered as suitable for the award of a Contract by the Purchaser subject to the General and Specific Conditions of Contract. In the case of a Multiple Book Option (MBO) those titles from the highest evaluated score downwards will be considered as suitable until the required number of titles for the MBO is reached.

2. Evaluation of Multiple Contracts

2.1. Evaluation of Multiple Contracts

This method of evaluation will be used only when multiple contracts are allowed in accordance with ITT Sub-Clause 36.6.

To determine the lowest-evaluated lot combinations, the Purchaser shall:

- (a) evaluate only lots or contracts that include at least the percentages of items per lot and quantity per item as specified in ITT 14.9
- (b) take into account:
 - (i) the lowest-evaluated Tender for each lot that meets the requirement of Evaluation Criteria (EC);
 - (ii) the price reduction per lot and the methodology for their application as offered by the Tenderer in its Tender; and
 - (iii) the contract-award sequence that provides the most optimum economic combination taking into account any limitations due to constraints in supply or execution capacity determined in accordance with the post-qualification criteria, as set in EC Clause 4, Post Qualification.

3. Evaluation of Domestic Preference

If the **Tender Data Sheet** so specifies, the Purchaser will grant a margin of preference to textbooks manufactured in Ghana for the purpose of Tender comparison, in accordance with the procedures outlined in subsequent paragraphs:

Tenders will be classified in one of three groups, as follows:

- (a) **Group A:** Tenders offering textbooks manufactured in Ghana, for which (i) labor, raw materials, and components from within Ghana account for more than thirty (30) percent of the EXW price; and (ii) the production facility in which they will be manufactured or assembled has been engaged in manufacturing or assembling such textbooks at least since the date of Tender submission.
- (b) **Group B:** All other Tenders offering textbooks from within the country of the Purchaser.
- (c) **Group C:** Tenders offering textbooks of foreign origin to be imported by the Purchaser directly or through the Supplier's local Agent.

To facilitate this classification by the Purchaser, the Tenderer shall complete whichever version of the Price Schedule furnished in the Tender documents is appropriate, provided however, that the completion of an incorrect version of the Price Schedule by the Tenderer will not result in rejection of its Tender, but merely in the Purchaser's reclassification of the Tender into its appropriate Tender group.

The Purchaser will first review the Tenders to confirm the appropriateness of, and to modify as necessary, the Tender group classification to which Tenderers assigned their Tenders in preparing their Tender Forms and Price Schedules.

All evaluated Tenders in each group will then be compared among themselves to determine the lowest evaluated Tender of each group. The lowest evaluated Tender of each group will next be compared with the lowest evaluated Tenders of the other groups. If this comparison results in a Tender from Group A or Group B being the lowest, it will be selected for contract award.

If, as a result of the preceding comparison, the lowest evaluated Tender is from Group C, all Group C Tenders will then be further compared with the lowest evaluated Tender from Group A, after adding to the evaluated Tender price of the imported textbooks offered in each Group C Tender. For the purpose of this further comparison only:

- (a) the amount of customs duties and other import taxes that a nonexempt importer would have to pay for the importation of textbooks offered in each Group C Tender;
- or**
- (b) fifteen (15) percent of the CIF (or CIP border point or CIP named place of destination, as the case may be) Tender price of such textbooks, if the customs duties and taxes exceed fifteen (15) percent of the CIF (or CIP border point or CIP place of destination) price of such textbooks.

If the Group A Tender in the further comparison is the lowest, it will be selected for award. If not, the lowest evaluated Tender from Group C, as determined from the comparison under ITT Clause 37, will be selected for award.

4. Post-Qualification Criteria

After determining the lowest-evaluated Tender in accordance with ITT Sub-Clause 37.1, the Purchaser shall carry out the postqualification of the Tenderer in accordance with ITT Clause 38, using only the factors, methods and criteria specified herein, as shown in the following table. Factors not included in this Section shall not be used in the evaluation of the Tenderer's qualification.

Postqualification Matrix

Criteria	Consolidators	Publishers	Manufacturers
General Experience	Minimum of two years in operations	Minimum of two years in operation prior to the Tender submission date, and an important part of its business must be in the development of authorship and the publication of educational materials.	Minimum of three years in operation prior to the date of Tender submission with an important part of its business being the manufacturing of printed and bound educational materials.
Specific Experience	Successfully completed minimum of two contracts similar in size and scope.	<p>Successfully completed minimum of two similar contracts including development of educational or informational materials in the target languages specified in the Tender documents.</p> <p>Contract skills in the following areas: project management, author commissioning, and publishing, specifically the following (depending on the exact nature of the contracts, not all of these may be required):</p> <ul style="list-style-type: none"> - Authorship identification, development and management. - Text and art editing - Page design and layout - Text setting and artwork origination - Commissioning illustrations - Financial management 	Successfully completed a minimum of two contracts similar in size and scope.

Criteria	Consolidators	Publishers	Manufacturers
		<ul style="list-style-type: none"> - Procurement of materials for book manufacture - Procurement of book manufacture - Publishing management - Distribution management - Promotion. 	
Financial Information	<p>Audited financial accounts for at least two complete financial years</p> <p>Cash flow availability for US \$__million, or equivalent.</p>	<p>Audited financial accounts for at least two complete financial years that demonstrate the soundness of its financial position and that it has the financial resources to perform the proposed contract. It must demonstrate available cash flow arrangements for US\$__million or equivalent.</p>	<p>Audited financial accounts for at least two complete financial years, demonstrating the soundness of its financial position and that it has the financial resources to perform the proposed contract. It must demonstrate available cash flow arrangements for US\$__million, equivalent.</p>
Production Capacity	<ul style="list-style-type: none"> - Average annual turnover in book consolidation of not less than US\$ ____ million or equivalent during the last two years. - Premises equipped to acceptable standards to perform required function. 	<ul style="list-style-type: none"> - The Tenderer should demonstrate an average annual turnover in publishing and printing services of not less than US\$__ million or equivalent during the last three years - Premises equipped to acceptable standards to perform the required functions. 	<p>It must have available the following facilities and the appropriate skilled staff to operate them:</p> <ul style="list-style-type: none"> - Camera - Platemaking - Sheet-fed or web-fed offset printing machinery capable of printing in one color or multiple colors, depending on the contract requirements

Criteria	Consolidators	Publishers	Manufacturers
			<ul style="list-style-type: none"> - Finishing and binding - Packing - Delivery - Warehousing and distribution (depending on the contract requirements) <p>The Tenderer should demonstrate an average annual turnover in publishing and manufacturing services of not less than US\$___ million or equivalent during the last three years.</p> <p>If required in TDS, the Tenderer must submit (i) a list of its major plants and equipment showing (for each machine) the manufacturer, the model, the maximum and minimum sizes it can handle, the age, and the average output; and (ii) a list of its staff showing their skills and their years of experience.</p>

Section IV. Tender Forms

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Tenderer Information Sheet

Date: _____
 ICT/NCT No.: _____
 Invitation for Tender No.: _____
 Page _____ of _____ pages

1. Tenderer's Legal Name
2. In case of JV, legal name of each party:
3. Tenderer's actual or intended Country of Registration:
4. Tenderer's Year of Registration:
5. Tenderer's Legal Address in Country of Registration:
6. Tenderer's Authorized Representative Information Name: Address: Telephone/Fax numbers: Email Address:
7. Attached are copies of original documents of: <input type="checkbox"/> Articles of Incorporation or Registration of firm named in 1, above, in accordance with ITT Sub-Clauses 4.1 and 4.2. <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITT Sub-Clause 4.1. <input type="checkbox"/> In case of government owned entity from Ghana, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITT Sub-Clause 4.5.

Party to JV Information Sheet

Date: _____
ICT/NCT No.: _____
Invitation for Tender No.: _____
Page _____ of _____ pages

1. Tenderer's Legal Name:
2. JV's Party legal name:
3. JV's Party Country of Registration:
4. JV's Party Year of Registration:
5. JV's Party Legal Address in Country of Registration:
6. JV's Party Authorized Representative Information Name: Address: Telephone/Fax numbers: Email Address:
7. Attached are copies of original documents of: <input type="checkbox"/> Articles of Incorporation or Registration of firm named in 1, above, in accordance with ITT Sub-Clauses 4.1 and 4.2. <input type="checkbox"/> In case of government owned entity from Ghana, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITT Sub-Clause 4.5.

Tender Submission Sheet

Date: _____

ICT/NCT No.: _____

Invitation for Tender No.:

_____ Alternative No.: _____

To: _____

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Tender Documents, including Addenda No.: _____

- (b) We offer to supply in conformity with the Tender Documents and in accordance with the delivery schedule specified in the Schedule of Requirements the following Textbooks and Related Services:

- (c) The total price of our Tender, excluding any discounts offered in item (d) below is:

- (d) The discounts offered and the methodology for their application are: _____

- (e) Our Tender shall be valid for the period of time in accordance with ITT Sub-Clause 20.1, from the date fixed for Tender submission deadline in accordance with ITT Sub-Clause 24.1, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

- (f) If our Tender is accepted, we commit to obtain a performance security in accordance with ITT Clause 44 and GCC Clause 17 for the due performance of the Contract;

- (g) We, including any subcontractors or suppliers for any part of the Contract, have nationalities from eligible countries in accordance with ITT Sub-Clause 4.2;

- (h) We have no conflict of interest in accordance with ITT Sub-Clause 4.3;

- (i) Our firm, its affiliates or subsidiaries—including any subcontractors or suppliers for any part of the contract—has not been declared ineligible by the Public Procurement Board

of the Republic of Ghana, or under the laws or official regulations of Ghana, in accordance with ITT Sub-Clause 4.7;

- (j) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the Tender process or execution of the Contract:

Name of Recipient	Address	Reason	Amount
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(If none has been paid or is to be paid, indicate “none.”)

- (k) We understand that this Tender, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.
- (l) We understand that you are not bound to accept the lowest evaluated Tender or any other Tender that you may receive.

Signed _____ In the Capacity of _____

Name _____

Duly authorized to sign the Tender for and on behalf of _____

Dated on _____ day of _____, _____

Price Schedule for Textbooks to be Supplied from Outside Ghana

(Group C Tenders)

Currencies in accordance with ITT Sub-Clause 14.6(b)

Date: _____

ICT/NCT No: _____

Invitation for Tenders No: _____

Alternative No: _____

Page N° ___ of ___

1	2			3	4	5	6	7	8	9	10
Item N°	Description of Good		Country of origin	Quantity and physical unit	Unit price CIF _____ or CIP _____ in accordance with ITT 14.6(b)(i)	Unit price FOB _____ or FCA _____ in accordance with ITT 14.6(b)(ii)	Unit price CFR _____ or CPT _____ in accordance with ITT 14.6(b)(iii)	Total CIF or CIP price per item (col. 4×5)	Price per item for inland transportation and other services required in Ghana to convey the textbooks to their final destination (if required in TDS- ITT14.6(b)(iv))	Total price per item (col. 8+9))	
Total Tender Price											

Name of Tenderer _____ Signature of Tenderer _____ Date _____

Price Schedule for Textbooks to be Supplied from Inside Ghana

(Group A and B Tenders)

Currencies in accordance with ITT Sub-Clause 14.6(a)

Date: _____

ICT/NCT No: _____

Invitation for Tenders No: ____

Alternative No: _____

Page N° ____ of ____

1	2	3	4	5	6	7	8	9	10	11
Item N°	Description of Textbooks	Country of origin	Quantity and physical unit	Unit price EXW	Total EXW price per item (col. 4×5)	Price per item for inland transportation and other services required in Ghana to convey the textbooks to their final destination (if required in TDS-ITT14.6(a)(iii))	Cost of local labor, raw material and components from within the Borrower's country % of col. 6	Total price of item (col. 6+7)	Sales and other taxes payable per item if Contract is awarded (in accordance with ITT 14.6(a)(ii))	Total Price per item (col. 9+10)
Total Tender Price										

Name of Tenderer _____ Signature of Tenderer _____ Date _____

Price and Completion Schedule for Related Services

Date: _____

ICT/NCT No.: _____

Invitation for Tender No.: _____

Currencies in accordance with ITT Clause 14.6(c)

Page N° ____ of ____

1	2	3	4	5	6	7
Item	Description of Services (excludes inland transportation and other services required in Ghana to convey the textbooks to their final destination)	Country of origin	Delivery Date	Quantity and physical unit	Unit price	Price per item (col. 5 x 6)
Total Tender Price						

Name of Tenderer _____ Signature of Tenderer _____ Date _____

Price Schedule for Development and First Printing of New Titles

The total cost of the development and first printing of a new title is $A + B + (C \times S)$

The broken down costs of development and printing of a new title are required for both Single Book Option (SBO) and Multiple Book Option (MBO). In the case of SBO, the cost elements will be used to calculate the unit price of a reprint. In the case of a MBO, the cost elements will be used to: (i) evaluate the Tenders, (ii) calculate the unit price of the definitive print quantity (the contract value) and (iii) calculate the unit price of a reprint.

A	B	C	S	
Total fixed cost under “Varying Initial Printing Quantities”	Cost of platemaking and making ready printing and binding machinery prior to the production of the first finished copy in a production run	Cost for producing a single copy once B is completed (including shipment to the final destination)	The number of copies in the first print run	Unit price of a first print run $\frac{A + B}{S} + C$

Name of Tenderer _____ Signature of Tenderer _____ Date _____

Tender Security Form (Bank Guarantee)

Date: _____

ICT/NCT No.: _____

Invitation for Tender No.: _____

To: _____

Whereas _____

(hereinafter "the Tenderer") has submitted its Tender dated

_____ for ICT/NCT No. _____ for the supply of

_____ hereinafter called "the
Tender."

KNOW ALL PEOPLE by these presents that WE _____

of _____ having our registered office at

_____ (hereinafter "the bank"), are bound unto

_____ (hereinafter
"the Purchaser") in the sum of _____

for which payment well and truly to be made to the aforementioned Purchaser, the Guarantor binds itself, its successors, or assignees by these presents. Sealed with the Common Seal of this bank this _____ day of _____, _____.

THE CONDITIONS of this obligation are the following:

1. If the Tenderer withdraws its Tender during the period of Tender validity specified by the Tenderer in the Tender Submission Sheet, except as provided in ITT Sub-Clause 20.2; or
2. If the Tenderer, having been notified of the acceptance of its Tender by the Purchaser, during the period of Tender validity, fails or refuses to:
 - (a) execute the Contract; or
 - (b) furnish the Performance Security, in accordance with the ITT Clause 44; or
 - (c) accept the correction of errors in its Tender by the Purchaser, pursuant to ITT Clause 31.

We undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser states that the amount claimed by it is due to it, owing to the occurrence of one or more of the above conditions, specifying the occurred conditions.

This security shall remain in force up to and including twenty-eight (28) days after the period of Tender validity, and any demand in respect thereof should be received by the Guarantor no later than the above date.

Signed _____ In the Capacity of _____

Name _____

Duly authorized to sign the Tender security for and on behalf of

Dated on _____ day of _____, _____.

Tender Security Form (Tender Bond)

BOND NO. _____

BY THIS BOND _____ as Principal (hereinafter called “the Principal”), and _____, **authorized to transact business in** _____, as Surety (hereinafter called “the Surety”), are held and firmly bound unto _____, as Obligee (hereinafter called “the Purchaser”) in the sum(*) of _____, for the payment of which sum, well and truly to be made, we, the said Principal and Surety, bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has submitted a written Tender to the Purchaser dated the ___ day of _____, 20___, for the supply of _____ (hereinafter called the “Tender”).

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal:

- (1) withdraws its Tender during the period of Tender validity specified by the Tenderer on the Tender Form; or
- (2) refuses to accept the correction of errors in its Tender Price in accordance with the Instructions to Tenderers; or
- (3) having been notified of the acceptance of its Tender by the Purchaser during the period of Tender validity;
 - (a) fails or refuses to execute the Contract Form in accordance with the Instructions to Tenderers, if required; or
 - (b) fails or refuses to furnish the Performance Security in accordance with the Instructions to Tenderers;

then the Surety undertakes to immediately pay to the Purchaser up to the above amount upon receipt of the Purchaser’s first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser shall state that the demand arises from the occurrence of any of the above events, specifying which event(s) has occurred.

The Surety hereby agrees that its obligation will remain in full force and affect up to and including the date 30 days after the date of expiration of the Tender validity as stated in the Invitation to Tender. Any demand in respect of this Bond should reach the Surety not later than the above date.

IN TESTIMONY WHEREOF, the Principal and the Surety have caused these presents to be executed in their respective names this ___ day of _____ 20___.

Principal: _____

Surety: _____
Corporate Seal (where appropriate)

(Signature)

(Signature)

(Printed name and title)

(Printed name and title)

(* The amount of the Bond shall be denominated in the currency of the Employer's country or the equivalent amount in a freely convertible currency

Copyright Authorization

Date: _____
ICT/NCT No.: _____
Invitation for Tender No.: _____
Alternative No.: _____

TDS

PART 2 – Supply Requirements

Section VI. Schedule of Requirements

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Schedule of Delivery

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 when the contract is placed on FOB or CIF terms, or (iii) to the first carrier when the contract is placed on FCA or CIP terms. In order to determine the 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 of destination.²

Item number	Brief description	Quantity	Delivery schedule (shipment) in weeks/months from _____ ³
-------------	-------------------	----------	--

² The delivery may be specified for a single shipment, or for several partial shipments, for a specific date, or range of acceptable delivery periods.

³ The Purchaser must specify here the date from which the delivery schedule will start. That date should be either the date of contract award, or the date of contract signature, or the date of opening of letter of credit, or the date of confirmation of the Letter of Credit, as appropriate. The Tender Form should include only a cross-reference to this Schedule.

3.2 Detailed Technical Specifications and Standards.

The Textbooks and Related Services shall comply with following Detailed Technical Specifications and Standards:

3.2.1 Text Paper and Cover Board:

3.2.2 Binding:

3.2.3 Cover Finish:

3.2.4 Format:

3.2.5 Cover Finish:

PART 3 - Contract

Section VII. General Conditions of Contract

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Section VII. General Conditions of Contract

1. Definitions

2.1 The following words and expressions shall have the meanings hereby assigned to them:

- (a) “Contract” means the Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- (b) “Contract Documents” means the documents listed in the Agreement, including any amendments thereto.
- (c) “Contract Price” means the price payable to the Supplier as specified in the Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.
- (d) “Day” means calendar day.
- (e) “Delivery” means the transfer of ownership of the Textbooks from the Supplier to the Purchaser in accordance with the terms and conditions set forth in the Contract.
- (f) “Completion” means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
- (g) “Eligible Countries” means the countries and territories eligible as listed in Section V.
- (h) “GCC” means the General Conditions of Contract.
- (i) “Textbooks” means all of the textbooks and reading materials, other production inputs such as paper, manuscript publishing and manufacturing, publishing, manufacturing, as well as other related services such as distribution, binding and packing that the Supplier is required to supply to the Purchaser under the Contract.
- (j) “Purchaser” means the entity purchasing the Textbooks and Related Services, as specified in the SCC.
- (k) “Related Services” means the services incidental to the supply of the textbooks, such as insurance, installation,

training and initial maintenance and other similar obligations of the Supplier under the Contract.

- (l) “SCC” means the Special Conditions of Contract.
- (m) “Subcontractor” means any natural person, private or government entity, or a combination of the above, including its legal successors or permitted assigns, to whom any part of the Textbooks to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.
- (n) “Supplier” means the natural person, private or government entity, or a combination of the above, whose Tender to perform the Contract has been accepted by the Purchaser and is named as such in the Agreement, and includes the legal successors or permitted assigns of the Supplier.
- (o) “The Site,” where applicable, means the place named in the SCC.

2. Contract Documents

- 2.1 Subject to the order of precedence set forth in the Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory.

3. Corrupt Practices

- 3.1 The Government of Ghana (GOG) requires that all Procurement Entities as well as Tenderers, Suppliers, Contractors and Consultants participating in contracts financed from the public funds of the Republic of Ghana, adhere to the highest ethical standards, both during the tendering process and throughout the execution of such contracts. The list of definitions set forth below involves the most common types of corrupt practices, but is not exhaustive. For this reason, the Public Procurement Board will also consider claims of similar nature involving alleged acts of corruption, in accordance with the established procedure.
 - (a). “Bribery” means the act of unduly offering, giving, receiving or soliciting anything of value to influence the process of procuring goods or services, selecting consultants, or executing contracts.
 - (b). “Extortion” or “Coercion” means the act attempting to influence the process of procuring goods or services, selecting consultants, or executing contracts by means of threats of injury to person, property or reputation.
 - (c). “Fraud” means the misrepresentation of information or facts

for the purpose of influencing the process of procuring goods or services, selecting consultants, or executing contracts, to the detriment of the Procurement Entity/Purchaser or other participants.

- (d) “Collusion” is an agreement between tenderers designed to result in tenders at artificial prices that are not competitive.

3.2 If, in accordance with the administrative procedures of the Public Procurement Board, it is demonstrated that a government/public official, or anyone acting on his or her behalf, and/or a Tenderer in a procurement process or supplier/contractor during the execution of the contract carried out in connection with a project financed from the public funds of the Republic of Ghana has committed corrupt practices, the Public Procurement Board or the appropriate Tender review Board will:

- (a) reject a proposal to award a contract in connection with the respective procurement process; and/or
- (b) declare a firm and/or its personnel directly involved in corrupt practices, temporarily or permanently ineligible to be awarded future contracts financed from the public funds of the Republic of Ghana.

3.3 The Tenderer shall disclose any commissions or fees that may have been paid or are to be paid to agents, representatives, or commission agents with respect to the tendering process or execution of the contract. The information disclosed must include at the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee. The information must be included in the Tender Submission Sheet. Furthermore, Tenderers shall be aware of the provision stated in Sub-Clause 3.2 and Sub-Clause 35.1 (c) of the General Conditions of Contract.

3.1 3.4 Any communications between the Tenderer and the Purchaser related to matters of alleged fraud or corruption must be made in writing

4. Interpretation

4.1 If the context so requires it, singular means plural and vice versa.

4.2 Incoterms

- (a) Unless otherwise specified in the SCC, the meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by Incoterms.
- (b) The terms EXW, FOB, FCA, CIF, CIP, and other similar terms, when used, shall be governed by the rules

prescribed in the current edition of Incoterms, published by the International Chamber of Commerce at the date of the Invitation for Tenders or as specified in the SCC.

4.3 Entire Agreement

The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.

4.4 Amendment

No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

4.5 Nonwaiver

(a) Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

(b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

4.6 Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

5. Language

5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be written in the language specified in the SCC. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the SCC, in which case, for purposes of interpretation of the Contract, this translation shall govern.

- 5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.

-
- 6. Joint Venture, Consortium or Association**
- 6.1 If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser.
- 7. Eligibility**
- 7.1 The Supplier and its Subcontractors shall have the nationality of an eligible country. A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.
- 7.2 All Textbooks and Related Services to be supplied under the Contract shall have their origin in Eligible Countries. For the purpose of this Clause, origin means the country where the textbooks have been produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its imported components
- 8. Notices**
- 8.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the SCC. The term “in writing” means communicated in written form with proof of receipt.
- 8.2 A notice shall be effective when delivered or on the notice’s effective date, whichever is later.
- 9. Governing Law**
- 9.1 The Contract shall be governed by and interpreted in accordance with the laws of Ghana, unless otherwise specified in the SCC.
- 10. Settlement of Disputes**
- 10.1 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.
- 10.2 If the parties fail to resolve such a dispute or difference by mutual consultation within twenty-eight (28) days from the commencement of such consultation, either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.
- 11. Scope of Supply**
- 11.1 Subject to the SCC, the Textbooks and Related Services to be supplied shall be as specified in the Schedule of Requirements.
- 11.2 Unless otherwise stipulated in the Contract, the Supply shall

include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining Delivery and Completion of the Textbooks and Related Services as if such items were expressly mentioned in the Contract.

- 12. Delivery and Documents**
- 12.1 Subject to GCC Sub-Clause 32.1, the Delivery of the Textbooks and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements. The details of shipping and other documents to be furnished by the Supplier are specified in the Schedule of Requirements.
- 13. Supplier's Responsibilities**
- 13.1 The Supplier shall supply all the Textbooks and Related Services included in the Scope of Supply in accordance with GCC Clause 11, and the Delivery and Completion Schedule, as per GCC Clause 12.
- 14. Contract Price**
- 14.1 The Contract Price shall be as specified in the Agreement subject to any additions and adjustments thereto, or deductions therefrom, as may be made pursuant to the Contract.
- 14.2 Prices charged by the Supplier for the Textbooks delivered and the Related 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 authorized in the SCC.
- 15. Terms of Payment**
- 15.1 The Contract Price, including any Advance Payments, if applicable, shall be paid as specified in the SCC.
- 15.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Textbooks delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 12 and upon fulfillment of all the obligations stipulated in the Contract.
- 15.3 Payments shall be made promptly by the Purchaser, no later than sixty (60) days after submission of an invoice or request for payment by the Supplier, and the Purchaser has accepted it.
- 15.4 The currency in which payments shall be made to the Supplier under this Contract shall be those in which the Tender price is expressed.
- 15.5 In the event that the Purchaser fails to pay the Supplier any payment by its respective due date or within the period set forth in the SCC, the Purchaser shall pay to the Supplier interest on the amount of such delayed payment at the rate shown in the SCC, for the period of delay until payment has been made in full,

whether before or after judgement or arbitrage award.

16. Taxes and Duties

- 16.1 For textbooks supplied from outside Ghana, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside Ghana.
- 16.2 For textbooks supplied from within Ghana, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Textbooks to the Purchaser.
- 16.3 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in Ghana, the Purchaser shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.

17. Performance Security

- 17.1 The Supplier shall, within twenty-eight (28) days of the notification of contract award, provide a performance security for the due performance of the Contract in the amount and currency specified in the SCC.
- 17.2 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.
- 17.3 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 one of the forms stipulated by the Purchaser in the SCC, or in another form acceptable to the Purchaser.
- 17.4 The performance security shall be discharged by the Purchaser and returned to the Supplier not later than twenty-eight (28) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the SCC.

18. Copyright

- 18.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party

19. Confidential Information

- 19.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may

furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 19.

19.2 The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the design, procurement, or other work and services required for the performance of the Contract.

19.3 The obligation of a party under GCC Sub-Clauses 19.1 and 19.2 above, however, shall not apply to information that:

- (a) the Purchaser or Supplier need to share with the Public Procurement Board of the Republic of Ghana or other institutions participating in the financing of the Contract;
- (b) now or hereafter enters the public domain through no fault of that party;
- (c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
- (d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

19.4 The above provisions of GCC Clause 19 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.

19.5 The provisions of GCC Clause 19 shall survive completion or termination, for whatever reason, of the Contract.

20. Subcontracting

20.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the Tender. Subcontracting shall in no event relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.

20.2 Subcontracts shall comply with the provisions of GCC Clauses 3 and 7.

21. Specifications

21.1 Technical Specifications and Drawings

- and Standards**
- (a) The Supplier shall ensure that the Textbooks and Related Services comply with technical specifications and other provisions of the Contract.
 - (b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.
 - (c) The Textbooks and Related Services supplied under this Contract shall conform to the standards mentioned in Section VI, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the textbooks' country of origin.
 - (d) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause 32.
- 22. Packing and Documents**
- 22.1 The Supplier shall provide such packing of the textbooks as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the textbooks' final destination and the absence of heavy handling facilities at all points in transit.
 - 22.2 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, specified in the SCC, and in any other instructions ordered by the Purchaser.
- 23. Insurance**
- 23.1 Unless otherwise specified in the SCC, the Textbooks supplied under the Contract shall be fully insured—in a freely convertible currency from an eligible country—against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or in

the manner specified in the SCC.

- 24. Transportation** 24.1 Unless otherwise specified in the SCC, responsibility for arranging transportation of the Textbooks shall be in accordance with the Incoterms specified in the Schedule of Requirements.
- 25. Inspections and Tests**
- 25.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Textbooks and Related Services as are specified in the Schedule of Requirements.
- 25.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Textbooks' final destination, or in another place in Ghana as specified in the SCC. Subject to GCC Sub-Clause 25.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.
- 25.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 25.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.
- 25.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.
- 25.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Textbooks comply with the technical specifications codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.
- 25.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.
- 25.7 The Purchaser may reject any Textbooks or any part thereof that

fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Textbooks or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC Sub-Clause 25.4.

25.8 The Supplier agrees that neither the execution of a test and/or inspection of the Textbooks or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to GCC Sub-Clause 25.6, shall release the Supplier from any warranties or other obligations under the Contract.

26. Liquidated Damages

26.1 Except as provided under GCC Clause 31, if the Supplier fails to deliver any or all of the Textbooks or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the SCC of the Contract Price for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in those SCC. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 34.

27. Warranty

27.1 The Supplier warrants that all the Textbooks are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.

27.2 Subject to GCC Sub-Clause 21.1, the Supplier further warrants that the Textbooks shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.

27.3 Unless otherwise specified in the SCC, the warranty shall remain valid for twelve (12) months after the Textbooks, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the SCC, or for eighteen (18) months after the date of shipment or loading in the country of origin, whichever period concludes earlier.

27.4 The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.

- 27.5 Upon receipt of such notice, the Supplier shall, within the period specified in the SCC, expeditiously repair or replace the defective Textbooks or parts thereof, at no cost to the Purchaser.
- 27.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the SCC, the Purchaser may proceed to take within a reasonable period such remedial 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.

28. Patent Indemnity

- 28.1 The Supplier shall, subject to the Purchaser's compliance with GCC Sub-Clause 28.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:
- (a) the installation of the Textbooks by the Supplier or the use of the Textbooks in the country where the Site is located; and
 - (b) the sale in any country of the products produced by the Textbooks.

Such indemnity shall not cover any use of the Textbooks or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Textbooks or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.

- 28.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Sub-Clause 28.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.
- 28.3 If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.
- 28.4 The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or

claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.

28.5 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

29. Limitation of Liability

29.1 Except in cases of criminal negligence or willful misconduct,

- (a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser and
- (b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the purchaser with respect to patent infringement

30. Change in Laws and Regulations

30.1 Unless otherwise specified in the Contract, if after the date of the Invitation to Tender, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in the place of Ghana where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 14.

31. Force Majeure

31.1 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 an event of Force Majeure.

- 31.2 For purposes of this Clause, “Force Majeure” means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 31.3 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.

**32. Change Orders
and Contract
Amendments**

- 32.1 The Purchaser may at any time order the Supplier through notice in accordance GCC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:
- (a) drawings, designs, or specifications, where Textbooks 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
 - (d) the Related Services to be provided by the Supplier.
- 32.2 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 shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall 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.
- 32.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

33. Extensions of Time

- 33.1 If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Textbooks or completion of Related Services pursuant to GCC Clause 12, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. 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, in which case the extension shall be ratified by the parties by amendment of the Contract.
- 33.2 Except in case of Force Majeure, as provided under GCC Clause 31, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 26, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 33.1.

34. Termination

- 34.1 Termination for Default
- (a) The Purchaser, without prejudice to any other remedy for breach of Contract, by notice of default sent to the Supplier, may terminate the Contract in whole or in part:
 - (i) if the Supplier fails to deliver any or all of the Textbooks within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 33; or
 - (ii) if the Supplier fails to perform any other obligation under the Contract.
 - (b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 34.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Textbooks or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Textbooks or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.
 - (c) if the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices, as defined in GCC Clause 3, in competing for or in executing the Contract.
- 34.2 Termination for Insolvency.
- (a) The Purchaser may at any time terminate the Contract by

giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser

34.3 Termination for Convenience.

- (a) The Purchaser, by 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.
- (b) The Textbooks 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 Textbooks, the Purchaser may elect:
 - (i) to have any portion completed and delivered at the Contract terms and prices; and/or
 - (ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Textbooks and Related Services and for materials and parts previously procured by the Supplier.

35. Assignment

- 35.1 Neither the Purchaser nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.

Section VIII. 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.

GCC 1.1(j)	The Purchaser is: _____
GCC 1.1 (o)	The Site is: _____
GCC 4.2 (a)	The meaning of the trade terms shall be as prescribed by Incoterms. If the meaning of any trade term and the rights and obligations of the parties thereunder shall not be as prescribed by Incoterms, they shall be as prescribed by: _____
GCC 4.2 (b)	The version edition of Incoterms shall be: _____
GCC 5.1	The language shall be: _____
GCC 8.1	For <u>notices</u> , the Purchaser's address shall be: Attention: _____ Street Address: _____ Floor/ Room number: _____ City: _____ Region: _____ Country: _____ Telephone: _____ Facsimile number: _____ Electronic mail address: _____
GCC 9.1	The governing law shall be the laws of Ghana

GCC 10.2	<p>The formal mechanism for the resolution of disputes shall be as follows:</p> <p><i>(a). For contracts entered into with Foreign Suppliers:</i></p> <p>In case of a dispute between the Purchaser and the 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.</p> <p><i>(b). For contracts entered into with suppliers from Ghana</i></p> <p>In the case of a dispute between the Purchaser and a Supplier from Ghana, the dispute shall be referred to adjudication or arbitration in accordance with the laws of Ghana.</p>
GCC 11.1	<p>The scope of supply for the Textbooks and Related Services to be supplied shall be as specified in: _____</p> <p>_____</p>
GCC 14.2	<p>The prices charged for the Textbooks delivered and the related Services performed _____ be adjustable.</p> <p>If prices are adjustable, the following method shall be used to calculate the price adjustment: _____</p>
GCC 15.1	<p>The terms of payment shall be _____.</p> <p>An Advance Payment _____ be made. If an Advance Payment is allowed, it shall be made against a bank guarantee using the form included in Section IX Contract forms, and shall not exceed _____ percent of the Contract Price.</p>
GCC 15.5	<p>The payment-delay period after which the Purchaser shall pay interest to the supplier shall be _____ (____) days.</p> <p>The interest rate that shall be applied is _____ percent (____%).</p>
GCC 17.1	<p>The amount of the Performance Security shall be: _____</p> <p>The currency shall be: _____</p>
GCC 17.3	<p>The types of acceptable Performance Securities are: _____</p> <p>_____</p>
GCC 17.4	<p>Discharge of the Performance Security shall take place: _____</p> <p>_____</p>

GCC 22.2	The packing, marking and documentation within and outside the packages shall be: _____ _____
GCC 23.1	The insurance coverage shall be as specified in the Incoterms. If not in accordance with Incoterms, insurance shall be as follows: _____
GCC 24.1	Responsibility for transportation of the Textbooks shall be as specified in the Incoterms. If not in accordance with Incoterms, responsibility for transportations shall be as follows: _____ _____
GCC 25.2	The Inspections and tests shall be conducted at: _____
GCC 26.1	The liquidated damage shall be: _____ % per week
GCC 26.1	The maximum amount of liquidated damages shall be: _____ _____
GCC 27.3	The period of validity of the Warranty shall be: _____ For purposes of the Warranty, the place of final destination shall be: _____
GCC 27.5	The period for repair or replacement shall be: _____

Section IX. Contract Forms

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Agreement

THIS AGREEMENT made the _____ day of _____, _____, between _____ of _____ (hereinafter “the Purchaser”), of the one part, and _____ of _____ (hereinafter “the Supplier”), of the other part:

WHEREAS the Purchaser invited Tenders for certain Textbooks and Related Services, viz., _____ and has accepted a Tender by the Supplier for the supply of those Textbooks and Related Services in the sum of _____ (hereinafter “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) the Purchaser’s Notification to the Supplier of award of Contract;
 - (b) the Tender Submission Sheet and the Price Schedules submitted by the Supplier;
 - (c) the Special Conditions of Contract;;
 - (e) the General Conditions of Contract;
 - (f) the Schedule of Requirements and
 - (g) _____.

This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.

3. In consideration of the payments to be made by the Purchaser to the Supplier as indicated in this Agreement, the Supplier hereby covenants with the Purchaser to provide the Textbooks and Related Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

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

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of _____ on the day, month and year indicated above.

Signed by _____ (for the Purchaser)

Signed by _____ (for the Supplier)

Performance Security

Date: _____

ICT/NCT No.: _____

Invitation for Tender No.: _____

To: _____

WHEREAS _____ (hereinafter "the Supplier") has undertaken, pursuant to Contract No. _____ dated _____, _____ to supply _____ (hereinafter "the Contract").

AND WHEREAS it has been stipulated by you in the aforementioned Contract that the Supplier shall furnish you with a security _____ issued by a reputable guarantor for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the Contract.

AND WHEREAS the undersigned _____, legally domiciled in _____, (hereinafter "the Guarantor"), have agreed to give the Supplier a security:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of _____ and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract, without cavil or argument, any sum or sums within the limits of _____ as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____ day of _____, _____.

Signed _____ in the capacity of _____

Name _____

Duly authorized to sign the authorization for and on behalf of _____

Dated on _____ day of _____, _____.

Bank Guarantee for Advance Payment

Date: _____
ICT/NCT No.: _____
Invitation for Tender No.: _____

To: _____

In accordance with the payment provision included in the Special Conditions of Contract, which amends Clause 15 of the General Conditions of Contract to provide for advance payment, _____ (hereinafter called "the Supplier") shall deposit with the Purchaser a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of _____.

We, the _____, as instructed by the Supplier, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the Purchaser on its first demand without whatsoever right of objection on our part and without its first claim to the Supplier, in the amount not exceeding _____.

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

This guarantee shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until _____.

Yours truly,

Signature and seal of the Guarantors

Name

Address

Date

Instruction for completing the Contract Forms

The Purchaser or the successful Tenderer, as appropriate, shall fill in and complete the Contract Forms in accordance with the instruction indicated here. Tenderers shall not submit these forms with their Tenders.

Agreement Form

This form shall be completed by the Purchaser and then sent to the successful Tenderer for signature. Therefore, instructions on how to complete this form are **not included** in the Tender Documents.

Performance Security Form

The successful Tenderer shall fill in and complete the **Performance Security** form in accordance with the instruction indicated here. Tenderers shall not submit this form with their Tenders.

Input of Information to be completed by the Tenderer awarded the Contract

Performance Security

Date: **[insert date (as day, month, and year) of Tender Submission]**

ICT/NCT No.: **[insert no. of Tender process]**

Invitation for Tender No.: **[insert no. of IFB]**

To: **[insert complete name of Purchaser]**

WHEREAS **[insert name complete of Supplier]** (hereinafter “the Supplier”) has undertaken, pursuant to Contract No. **[insert number]** dated **[insert day and month]**, **[insert year]** to supply **[brief description of the Textbooks and Related Services]** (hereinafter “the Contract”).

AND WHEREAS it has been stipulated by you in the aforementioned Contract that the Supplier shall furnish you with a security **[insert type of security]** issued by a reputable guarantor for the sum specified therein as security for compliance with the Supplier’s performance obligations in accordance with the Contract.

AND WHEREAS the undersigned **[insert complete name of Guarantor]**, legally domiciled in **[insert complete address of Guarantor]**, (hereinafter the “Guarantor”), have agreed to give the Supplier a security:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of **[insert currency and amount of guarantee in words and figures]** and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract, without cavil or argument, any sum or sums within the limits of **[insert currency and amount of guarantee in words and figures]** as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This security is valid until the **[insert number]** day of **[insert month]**, **[insert year]**.

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

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

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

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

Bank Guarantee Form for Advance Payment

Only the successful Tenderer shall fill in and complete the Advance Payment Security form in accordance with the instruction indicated below. The other Tenderers shall not submit this form with their Tenders.

Input of Information to be completed by Tenderer awarded the Contract, if applicable

Bank Guarantee Form for Advance Payment

Date: **[insert date (as day, month, and year)]**

ICT/NCT No.: **[insert no. of Tender process]**

Invitation for Tender No.: **[insert no. of IFB]**

To: **[insert complete name of Purchaser]**

In accordance with the payment provision included in the Special Conditions of Contract, which amends Clause 15 of the General Conditions of Contract to provide for advance payment, **[insert name and address of Supplier]** (hereinafter called “the Supplier”) shall deposit with the Purchaser a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of **[insert amount of guarantee in figures and words]**.

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

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

This guarantee shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until **[insert date]**.

Yours truly,

Signature and seal of the Guarantors

[insert name of bank or financial institution]

[insert address]

[insert date]