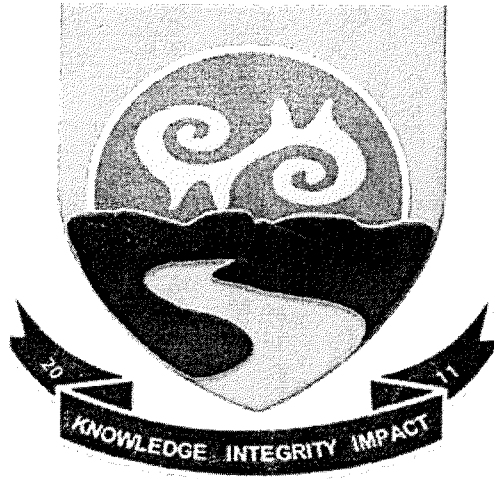


REPUBLIC OF GHANA



**UNIVERSITY OF ENERGY AND NATURAL
RESOURCES, SUNYANI**

TENDER DOCUMENT

NATIONAL COMPETITIVE TENDERING (NCT)

**PROCUREMENT OF 4 X 4 SUV VEHICLE FOR
THE REGIONAL CENTRE FOR ENERGY AND
ENVIRONMENTAL SUSTAINABILITY
(RCEES), UENR**

S/NO 1

**BA/UENR/GD/010/22
(BA/UENR/RCEES/GD/010/22)**

OCTOBER, 2022

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University of Energy and Natural Resources, Sunyani
Invitation for Tenders
National Competitive Tendering (NCT)

1. The University of Energy and Natural Resources, Sunyani intends to apply part of its budgetary allocation to fund eligible payments under the contracts for the supply of the underlisted items:

S/NO	Description	Quantity	Contract Package No.	Cost of Tender Document
1	Procurement of 4 x 4 SUV Vehicle for the Regional Centre for Energy and Environmental Sustainability (RCEES), UENR	1 No.	BA/UENR/GD/010/22 (BA/UENR/RCEES/GD/010/22)	GHC 500.00

2. The University of Energy and Natural Resources, Sunyani now invites sealed Tenders from eligible suppliers for the Supply of the above listed items:

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

3. Tenderers may obtain further information and inspect the tender document at the **UENR Procurement Directorate Building from 9:00am to 4:00pm**, each working day from **Wednesday, 19th October, 2022**.
4. A complete set of Tender Documents in English may be purchased by the interested Tenderers upon submission of a written application to the address below and upon payment of a non- refundable fee of **GHC 500.00 for Tender Document at the Finance Directorate, UENR**.
5. Tenders must be delivered to the address below at or before **11:00 a.m. on Friday, 4th November, 2022**. Tenders shall be valid for **120 days** after the deadline of submission of Tenders. All tenders must be accompanied by a Tender Security of **2% of the Tender price**.
Late Tenders will not be accepted and will be returned unopened to the Tenderer. Tenders will be opened immediately after the closing time of submission

of tenders in the presence of the Tenderers' representatives, who choose to attend at the **University's Council Chamber, University of Energy and Natural Resources, Sunyani** at **11:00 a.m., on Friday, 4th November, 2022.**

6. Address for purpose of Tender submission:

**The Vice-Chancellor
ATTN: Ag. Director of Procurement
University of Energy and Natural Resources
P.O. Box 214
Sunyani, Ghana**

7. Location for the submission of tenders:

**The Procurement Directorate Building
Opposite UENR Basic School
University of Energy and Natural Resources (UENR)
Sunyani, Ghana
Telephone: 0352290367/0244535464

Email: procurementdirectorate@uenr.edu.gh**

8. It is mandatory that Tenderers include in their tender the underlisted statutory requirements.

- Valid GRA Tax Clearance Certificate.
- Valid SSNIT Clearance Certificate.
- Valid VAT Registration Certificate.
- Valid Business Registration Certificate.
- Valid Certificate of Incorporation.
- Valid Certificate of Commencement.
- Valid Registration Certificate from PPA.

Section II. Instructions to Tenderers (ITT)

A. INTRODUCTION

- 1. Scope of Tender**
- 1.1 University of Energy and Natural Resources, Sunyani (hereinafter referred to as the Purchaser) wishes to receive Tenders for supply and delivery of goods, materials and equipments described in Section V and VII hereof (hereinafter referred to as the Goods).
- 1.2 All Tenders are to be completed and returned to the Purchaser in accordance with these Instructions to Tenderers.
- 2. Source of Funds**
- 2.1 The Purchaser shall fund this procurement from part of its budgetary allocation to pay for the contract (hereinafter referred to as the “Contract”) for which this Invitation for Tenders is issued toward the realization of the purchase of **4 x 4 SUV**.
- 2.2 Payments will be made only at the request of the Purchaser and upon approval by a designated official of the Republic of Ghana in accordance with terms and conditions of the contract agreement between the Purchaser and the Supplier (hereinafter referred to as the “Contract”), and will be subject in all respects to the Financial Administration Act, 2003 (Act 654) of the Republic of Ghana. No party other than the Supplier shall derive any rights from the Contract or have any claims to the funds.
- 3. Eligible Tenderers**
- 3.1 This Invitation for Tenders is open to all eligible suppliers indicated in the Tender Data Sheet.
- 3.2 State owned enterprises may participate only if they are legally and financially autonomous, operate under commercial law, and are not a dependent agency of the Purchaser.
- 3.3 Tenderers should not be associated or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of goods to be purchased under this Invitation for Tenders.
- 3.4 Tenders shall not be under a declaration of ineligibility for

corrupt and fraudulent practices issued by the Public Procurement Authority in accordance with sub-clause 38.1.

- 4. Eligible Goods and Services**
- 4.1 All goods and related services to be supplied under the contract shall have their origin in eligible source countries, as specified in the ITT Clause 3.1 and all expenditures made under the contract will be limited to such goods and services.
- 4.2 For purposes of this clause, “Origin” means the place where the goods are mined, grown, or produced, or the place from which the related services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 4.3 The origin of goods and services is distinct from the nationality of the Tenderer.
- 5. Cost of Tender**
- 5.1 The Tenderer shall bear all costs associated with the preparation and submission of its Tender, and the Purchaser will, in no case, be responsible or liable for those cost, regardless of the conduct or outcome of the Tendering process.

B. THE TENDER DOCUMENTS

- 6. Content of Tender Documents**
- 6.1 The goods required, Tender procedures and contract terms are prescribed in the Tender Documents. In addition to the Invitation for Tenders, the Tender Documents include:
- a. Instruction to Tenderers (ITT);
 - b. Tender Data Sheet;
 - c. General Conditions of Contract (GCC);
 - d. Special Conditions of Contract (SCC);
 - e. Schedule of Requirements;
 - f. Technical Specifications;
 - g. Tender Form and Price Schedules (Bill of Quantities);
 - h. Tender Security Form;
 - i. Contract Form and Contract Data Sheet;
 - j. Performance Security Form;
 - k. Bank Guarantee for Advance Payment Form;
 - l. Manufacturer’s Authorization Form.
- 6.2 The Tenderer is expected to examine all instructions, forms,

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

7. Clarification of Tender Documents 7.1 A prospective Tenderer requiring any clarification of the Tender Documents may request the Purchaser in writing or by fax at the Purchaser's address indicated in Tender Data Sheet. The Purchaser will respond in writing or by fax or by email to any request for clarification of the Tender documents which it receives no later than fourteen (14) days prior to the deadline for the submission of Tenders. The Purchaser's response (including an explanation of query without identifying the source of inquiry) will be sent in writing or fax or email to all prospective Tenders, who have purchased the Tender Documents.

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

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

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

C. PREPARATION OF TENDERS

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

10. Documents Comprising the Tender 10.1 The Tenderer's Tender shall comprise the following components:

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

- b. Documentary evidence established in accordance with Clause 14 that the Tenderer is eligible to Tender and is qualified to perform the contract if its Tender is accepted;
- c. Documentary evidence established in accordance with Clause 15 that the goods to be supplied by the Tenderer are genuine and newly manufactured goods and conform to the Tender Documents; and
- d. Tender security furnished in accordance with Clause 16 and in the form specified in Section VII.

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

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

- i. the price of the goods quoted EXW (ex works, ex factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs, excise and other duties and sales and other taxes already paid or payable;
- ii. the price for Inland Transportation, Insurance, and other Local Costs incidental to Delivery of the Goods to their final destination, if specified in the *Tender Data Sheet*;
- iii. the price of other incidental services, if any, listed in the *Tender Data Sheet*.

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

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

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

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

- i. Name and address of the Agent/Representative,
- ii. The Agent/Representative providing type of services,
- iii. Amount of commission if the Agent/ Representative is entitled to get such payment with specific reference to the tendering procedure,
- iv. Other agreement with Agent/Representative, if any,
- v. Tenderer should certify in the Letter of Authorization as follows:

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

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

- i. Source of information about tender invitation,
- ii. The remuneration given to the individual or firm/company or organisation to work on his behalf for submitting tender, representation in the Tender opening and other required action in connection with the tender,
- iii. Transfer or handover an evidence of foreign currency exchanged which is required to be submitted with the tender,
- iv. If the bank account of any Ghanaian citizen has been used for the exchange of foreign currency specify the name of the individual and his address. If the foreign currency has been exchanged by self then the certificate of currency exchanged issued by the bank.

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

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

13. Currency of Tender

13.1 Prices shall be quoted in Ghanaian Cedis (GHC)

14. Document Establishing Tenderer's Eligibility and Qualifications

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

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

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

- a. that, in the case of a Tenderer offering to supply goods under the contract which the Tenderer did not manufacture or otherwise produce, the Tenderer shall be an established dealer in the goods of at least one year's standing and shall produce documentary evidence to show that he has been duly authorized by the good's manufacturer or producer to supply the goods in the Ghana.
- b. that the Tenderer has the financial, technical and production capability necessary to perform the contract.
- c. that the Tenderer meets the Qualifications as specified in Tender Data Sheet.

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

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

15.2 The documentary evidence of the goods eligibility shall consist of a statement in the Price Schedule on the country of

origin of the Goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.

- 15.3 The documentary evidence of conformity of the Goods and Services to the Tender documents may be in the form of Literature, Drawings, and Data, and shall consist of:
- a. a detailed description of the essential Technical and Performance characteristics of the Goods;
 - b. a list giving full particulars, including available sources and current prices of Spare Parts, Special Tools, etc., necessary for the proper and continuing functioning of the Goods for a period to be specified in the *Tender Data Sheet* following commencement of the use of the Goods by the Purchaser.

16. Tender Security

- 16.1 Pursuant to Clause 10, the Tenderer shall furnish as part of its Tender, Tender security as specified in the *Tender Data Sheet*. The Tender security is required to protect the Purchaser against the risk of the Tenderer's conduct, which would warrant the security's forfeiture pursuant to para. 16.6.
- 16.2 The Tender Security shall, at the Tenderer's option, be in the form of either a certified check, or Bank Guarantee from a bank in Ghana, a bond issued by an insurance or bonding institution, which has been determined by the Tenderer to be acceptable to the Purchaser. The format of the Tender Security should be in accordance with one of the Sample Forms of Tender Security included in Section VII or another form acceptable to the Purchaser. The Tender Security shall be valid for 28 days beyond the period of validity of the Tender.
- 16.3 Any Tender not secured in accordance with paras 16.1 and 16.2 will be rejected by the Purchaser as non-responsive pursuant to clause 26
- 16.4 The Tender Security of unsuccessful Tenders will be returned within 14 days after the expiration of the Tender validity period prescribed in sub-clause 17.1.
- 16.5 The Tender Security of the successful Tenderer will be discharged when the Tenderer has furnished the required

Performance Security and signed Contract.

- 16.6 The Tender Security shall be forfeited:
- a. if a Tenderer withdraws its Tender during the period of Tender Validity specified by the Tenderer on the Tender form; or
 - b. in case of a successful Tender, if the Tenderer fails within the specified time limit to:
 - i. sign the contract in accordance with Clause 36 or
 - ii. furnish performance security in accordance with Clause 37.

17. Period of Validity of Tenders

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

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

18. Format and Signing of Tender

18.1 The Tenderer shall prepare one original of the documents comprising the Tender as described in ITT Clause 10, bound with the volume containing the Form of Tender and Price Schedule, and clearly marked "**ORIGINAL**". In addition, the Tenderer shall submit three copies of the Tender and clearly marked as "**COPY**". In the event of discrepancy between them, the original shall prevail.

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

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

D. SUBMISSION OF TENDERS

- 19. Sealing and Marking of Tenders**
- 19.1 The Tenderer shall seal the original and the copy of the Tender in two inner envelopes and an outer envelope, duly marking the inner **Envelopes as “Original” and “Copy”**.
- 19.2 The inner and outer envelopes shall:
- a. be addressed to the Purchaser at the address given in the *Tender Data Sheet*;
 - b. bear (the Project Name, the Invitation for Tenders number and Identification number if any).
 - c. provide a warning **“Not to Open Before”** the time and date for Tender opening as specified in the *Tender Data Sheet*.
- 19.3 In addition to the identification required in sub-clause 19.2, the inner envelope shall indicate the name and address of the Tenderer to enable the Tender to be returned unopened in case it is declared “Late”, pursuant to sub-clause 21.
- 19.4 If the outer envelope is not sealed and marked as required by para 19.2, the Purchaser will assume no responsibility for the Tender’s misplacement or premature opening.
- 20. Deadline for Submission of Tenders**
- 20.1 Tenders must be received by the Purchaser at the address and no later than the time and date specified in the *Tender Data Sheet*.
- 20.2 The Purchaser may, at its discretion, extend this deadline for the submission of Tenders by issuing an amendment in accordance with Clause 8, in which case, all rights and obligations of the Purchaser and Tenderers previously subject to the original deadline will thereafter be subject to the

- deadline as extended.
21. **Late Tenders** 21.1 Any Tender not received within the date and time specified in ITT Clause 20 **will not be accepted and will be returned unopened.**
22. **Modification and Withdrawal of Tender** 22.1 The Tenderer may modify or withdraw its Tender after the Tender submission, provided that written notice of the modification or withdrawal is received by the Purchaser twenty-four (24) hours prior to the deadline prescribed for submission of Tenders in Clause 20.
- 22.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of Clause 18 and 19, with the outer and inner envelopes additionally marked "Modification" or Withdrawal" as appropriate. A withdrawal notice may also be sent by fax or email but followed by a signed confirmation copy, received not later than the deadline for submission of Tenders.
- 22.3 No Tender may be modified or withdrawn subsequent to the deadline for submission of Tenders.
- 22.4 No Tender may be withdrawn in the interval between the deadline for submission of Tenders and the expiration of the period of Tender validity specified by the Tenderer on the Tender Form. Withdrawal of a Tender during this interval shall result in the Tenderer's forfeiture of its Tender security, pursuant to Clause 16.6.
- 22.5 Tenderers may only offer discounts, or otherwise modify the prices of their Tenders by submitting Tender modifications in accordance with ITT Clause 22, or included in the original Tender submission.

E. TENDER OPENING AND EVALUATION

23. **Opening of Tenders by Purchaser** 23.1 The Purchaser will open Tenders including modifications made pursuant to Clause 22, in the presence of Tenderers' representatives who choose to attend, at **11:00 am at the Council Chamber of the University of Energy and Natural Resources, Sunyani at the Ground floor of the Main Administration Block, on Tuesday, 20th September, 2022.** The Tenderers' representatives who are present shall sign a register evidencing their attendance.

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

23.3 The Tenderers’ names, Tender prices, modifications, discounts offered, Tender withdrawals and the presence or absence of the requisite Tender security and such other details as the Purchaser, at its discretion, may consider appropriate will be announced and read aloud by the Purchaser at the Tender opening session.

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

24. Process to be Confidential

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

25. Clarification of Tenders

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

26. Examination of Tenders and Determination of Responsiveness

26.1 The Purchaser will determine whether each Tender:

- a. meets the eligibility criteria defined in ITT Clause 3;
- b. has been properly signed;
- c. is accompanied by the required securities;
- d. is substantially responsive to the requirements of the Tender documents.

26.2 Arithmetical errors will be rectified on the following basis:

- i. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price

and quantity, the unit price shall prevail and the total price shall be corrected. If the Tenderer does not accept the correction of the errors, its Tender will be rejected, and its Tender Security may be forfeited,

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

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

- a. which affects in any substantial way the Scope, Quality, or Performance of the Contract;
- b. which limits in any substantial way, inconsistent with the Tender documents, the Purchaser's rights or the Tenderer's obligations under the contract; or
- c. whose rectification would affect unfairly the competitive position of other Tenderers presenting substantially responsive Tenders.

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

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

28. Evaluation and Comparison of Tenders

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

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

28.3 The Purchaser reserves the right to accept or reject any

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

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

a. Delivery schedule offered in the Tender;
as per the schedule of requirement

c. the cost of components, mandatory spare parts, and service; Tenderers must have aftersales service facilities in Ghana and are required to hold sufficient stock of spare parts for the maintenance and repair of the vehicles

d. Contractual and Commercial Deviations: Tenderers are required to indicate their proposals for the maintenance and repair of the vehicles if awarded the contract to supply

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

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

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

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

be added to the Tender Price. The cost to the purchaser of establishing the minimum service facilities and part inventories as outlined in the Tender data Sheet or elsewhere in the Tender Document if quoted separately shall be added to the Tender Price.

[Specify factors, if necessary as per departmental requirements. This Clause should be the elaboration of ITT Clause 28.5 (d) and 28.6 (d)].

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

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

Alternative	28.6	Tenderers are entitled to offer alternatives that will meet the requirement
29. Margin of Preference	29.1	A margin of Preference where applicable shall be provided as <i>Specified in Tender Data Sheet.</i>
30. Contacting the Purchaser	30.1	Subject to Clause 25, no Tenderer shall contact the Purchaser on any matter relating to its Tender, from the time of the Tender opening to the time the Contract is awarded. If the Tender wishes to bring additional information to the notice of the Purchaser, it should do so in writing.
	30.2	Any effort by a Tenderer to influence the Purchaser in the Purchaser's Tender evaluation, Tender comparison or contract award decisions may result in the rejection of the Tenderer's Tender

F. AWARD OF CONTRACT

31. Post qualification¹

- 31.1 In the absence of prequalification, the Purchaser will determine to its satisfaction whether the Tenderer selected as having submitted the lowest evaluated responsive Tender is qualified to satisfactorily perform the Contract.
- 31.2 The determination will take into account the Tenderer's financial, technical and production capabilities/ resources. It will be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer, pursuant to Clause 14.3, as well as such other information as the Purchaser deems necessary and appropriate.
- 31.3 An affirmative determination will be a prerequisite for award of the Contract to the Tenderer. A negative determination will result in rejection of the Tenderer's Tender, in which event the Purchaser will proceed to the next lowest evaluated Tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

32. Award Criteria

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

33. Purchaser's Right to Vary Quantities at Time of Award

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

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

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

- 35. Notification of Award**
- 35.1 The Tenderer whose Tender has been accepted will be notified of the award by the Purchaser prior to expiration of the Tender validity period by facsimile confirmed by a letter that its Tender has been accepted.
- 35.2 The notification of award will constitute the formation of the Contract
- 35.3 Upon the successful Tenderer's furnishing of performance security pursuant to Clause 37, the Purchaser will promptly notify each unsuccessful Tenderer and will discharge its Tender security, pursuant to Clause 16.
- 35.4 The contract will incorporate all Agreements between the Purchaser and the successful Tenderer.
- 36. Signing of Contract**
- 36.1 At the same time as the Purchaser notifies the successful Tenderer that its Tender has been accepted, the Purchaser will call the successful Tenderer in order to sign the Contract through Notification of Award.
- 36.2 Within fourteen (14) days of receipt of the Notification of Award, the successful Tenderer shall sign the Contract.
- 37. Performance Security**
- 37.1 Within 14 days of receipt of notification of award from the Purchaser, the successful Tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the Tender Documents; denominated in the type and proportion of amount as specified in the Notification of award.
- 37.2 Failure of the successful Tenderer to comply with the requirement of Clause 36 or sub-clause 37.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Tender security in which event the Purchaser may make the award to the next lowest evaluated Tender or call for new Tenders.
- 37.3 The Performance Security provided by the successful Tender in the form of a Bank Guarantee as specified in Section VII, shall be issued by a Bank in Ghana acceptable to the Purchaser.
- 38. Corrupt or Fraudulent Practices**
- 38.1 The Government of the Republic of Ghana requires that Tenderers under the contracts financed from public funds, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the following terms shall be interpreted as indicated:

- a. “corrupt practice” means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution; and
 - b. “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract, and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the benefits of free and open competition;
- 38.2
- a. The Purchaser will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
 - b. The Purchaser will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- 38.3
- Furthermore, Tenderer shall be aware of the provision stated in sub-clause 24.1 (c) of the General Conditions of Contract.

Tender Data Sheet

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

Introduction	
ITT.1.1	Name of Purchaser: University of Energy and Natural Resources, Sunyani
ITT. 2.1	The Source of Funds is Internally Generated Funds (IGF)
ITT. 2.1	Name of Contract: Procurement of 4 x 4 SUV Vehicle for the Regional Centre for Energy and Environmental Sustainability (RCEES), UENR.
ITT 7.1	Purchaser's Name: University of Energy and Natural Resources Address: P.O Box 214, Sunyani Telephone or telex : 0352290367/0244535464 Email Address: procurementdirector@uenr.edu.gh
ITT 8.1	Purchaser can modify Tender documents before the Deadline for submission of Tenders by issuing Addenda.
ITT 9.1	Language of the Tender: English.

TENDER PRICE AND CURRENCY	
ITT 12.1 (i)	The price quoted shall be : The prices shall include all duties, taxes and other levies. The prices should be expressed in the term of EXW in Ghana Cedis (GH¢).
ITT 12.1 (ii)	The Prices for inland transportation: GH¢..... The prices for insurance: GH¢..... The prices for other local cost: GH¢.....
ITT 12.1 (iii)	The price of other incidental services : (a)GH¢..... (b)GH¢..... IGH¢..... Total CIP to [name of final destination] GH¢.....
ITT 12.4	The prices shall be fixed
ITT 13.1	The prices shall be quoted in New Ghana Cedis (GH¢)

PREPARATION AND SUBMISSION OF TENDERS

ITT 14.3

I

A. Qualification requirements.

- i) The offered goods/equipment shall be latest and in current production for minimum of 2 years. If the offered model is new, the manufacturer must have experience in producing the similar model for a minimum of 2 years.
- ii) The Tender shall furnish a list of users who had purchased same/similar goods/equipment in last 2 years., and number of equipment sold to them. They will be used as references to check the performance of the offered model, if necessary.
- iii) Compliance with variation from the departmental requirement of the technical specification shall be duly filled in the offered specification column of the Technical Specification.
- iv) Separate Tender shall be submitted for each package. No Tender will be considered if the offered quantity is different from that specified in the Technical Specification.
- v) An agent can submit Tenders on behalf of more than one manufacturer but separate complete Tenders including Tender security shall be submitted for each manufacturer.
- vi) If an Agent submits Tenders on behalf of more than one Manufacturer, unless each such Tender is accompanied by a separate Tender Form for each Tender, and a Tender security, when required, for each Tender, and authorization from the respective Manufacturer, all such Tenders will be rejected as non-responsive.
- viii) Other qualifications.

B. ARRANGEMENT OF TENDER SUBMISSION

Tender Should be submitted in the following order

1. Tender Form and Price Schedule;
2. Power of Attorney;
3. Tender Security;
4. Statutory documents (SSNIT, VAT, TAX, Business Registration Certificates and PPA);
5. Technical Specification Offered;
6. Warranty, Country of Origin, Delivery Period, Payment terms, Validity Period;
7. Manufacturer's Authorization;
8. List and addresses of at least 3 users who have purchased same/similar goods/equipment in last 2 years from your firm and the number of equipment/ goods sold to them;

	9. After Sales Service statement; and 10. Any other information of relevance to the Tender
ITT 15.3 (b)	AFTER SALES SERVICE: Tenderers should be able to Provide After Sale Services Facilities for Initial three (3) Years of Operation for the vehicles they intend to supply (Statement of After Sale Service should be provided as evidence).
ITT 16.1	Amount of Tender Security: Two percent (2%) of total Tender Price NOTE: The Tender Security must be obtained from a reputable BANK or Recognized Insurance Companies.
ITT 17.1	Tender Validity Period: 120 days.
ITT 18.1	Number of copies: Original and three (3) copies (Making it a total of 4 Copies required for submission).
ITT 19.2 (a)	Address for Tender submission: The Vice Chancellor ATTN: Ag. Director of Procurement University of Energy and Natural Resources Sunyani.
	IFT title and number: <ul style="list-style-type: none"> • Procurement of 4 x 4 SUV Vehicle for the Regional Centre for Energy and Environmental Sustainability (RCEES), UENR. • BA/UENR/GD/010/22 (BA/UENR/RCEES/GD/010/22)
ITT 20.1	Deadline for Tender submission: Date: 4th November, 2022 Time: 11:00 am Place: Procurement Directorate, UENR

ITT 22.1	Deadline for Tender Modification and Withdrawal: Twenty-four (24) hours prior to the deadline for Tender Submission as per ITT 20.1 Date: 3rd November, 2022 Time: 4:00 pm Place: Procurement Directorate, UENR
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ITT 23.1	Tender Opening: Date: 4th November, 2022 Time: 11:00 am Place: The Council Chamber, University of Energy and Natural Resources (UENR) Ground Floor, Main Administration Block - Sunyani
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TENDER EVALUATION

ITT 28.4	<p>Criteria for Tender evaluation shall be in stages:</p> <p>The evaluation will be done in stages as indicated below:</p> <p>a) Stage 1: Preliminary Examination: The tenderers qualification requirements listed below shall be treated as mandatory requirements to be used as criteria for evaluation of tenders in the first stage. Tenderers are required to provide documentary evidence for consideration.</p> <p>Qualification Requirements</p> <ul style="list-style-type: none"> • Tender Signed • Business Registration Certificate with currently renewed receipt. • Valid Tax clearance certificate • VAT registration certificate • Valid SSNIT clearance certificate • Public Procurement Authority (PPA) Registration Certificate • Tender Security (2% of Tender Price from Reputable Bank/ Recognized Insurance firm) <p>Submission of Brochures: As apart of the requirements, tenderers are required to submit brochures on the specification of the brands they intend to supply. Only tenderers whose tender pass the qualification requirements will be considered for the second stage.</p> <p>b) Stage II. The Preliminary Examination (Commercial Responsiveness) would be done using the underlisted:</p> <ul style="list-style-type: none"> • Payment Terms (1 Week after delivery and upon the submission of invoices), • Delivery Period (at most 12 weeks), • Tender Validity Period (at least 120 days), • Warranty Period (3 Years from date of Delivery or 100,000km whichever Comes first), • List of at least three (3) References for similar supply, • Manufacturer's Authorization, • Audited financial Accounts for 2020 and 2021. <p>c) Stage III. The Technical Evaluation would be done using minimum specification method. Brochures submitted by tenderers will also be inspected and examined.</p> <p>Tenderers who will appropriate our specification indicated in the Technical Specification column of the tender document will be passed to the next stage of the evaluation (Financial Evaluation)</p> <p>d). Stage IV. Evaluation of financial proposals of only the tenderers who passed the first three (3) stages will be considered for the financial</p>
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	<p>evaluation.</p> <p>e) Stage V. After sales services support Capacity and willingness to provide: - Servicing & Maintenance facilities. -Availability of Spare parts. NB: The contract will be awarded to the tenderer who passes all the five (5) stages of evaluation.</p>
ITT 28.5 (a)	<p>Delivery schedule: Relevant parameters of delivery:</p> <p>(i) Delivery shall take place at the premises of the University. (ii) (iii) <i>[Specify relevant parameters, if any required.]</i> Adjustment expressed as a percentage of : 0.1% per day of the value of Delayed Goods.</p>
ITT 28.5 I	<p>Cost of spare parts: GHC. [in total] : GHC.[per unit] Initial period of operation is: 2 years. List of items required is annexed to the Technical Specification.. Not Applicable</p>

ITT 28.5 (f)	<p>Specific additional criteria are :</p> <p>(i) (ii) (iii) <i>[If not applicable in Tender Data Sheet specify details on the evaluation method in the Technical Specifications.]</i></p>
ITT 28.5 Alternative	<p><i>[Specify the evaluation factors(s) if alternative provision is added in ITT 28.5.]</i> Not Applicable</p>
ITT 29.1	<p>A margin of preference shall be given up to 15% high cost than the lowest evaluated Tender. Not Applicable</p>
CONTRACT AWARD	
ITT 33.1	<p>Percentage for quantity increase or decrease: One Hundred per cent (100%)</p>
ITT 35.1	<p>Notification of Award shall be sent to the successful Tenderer at any time prior to expiration of Tender Validity.</p>
ITT 37.1	<p>Tenderer shall deliver a Performance Security of 10% in the amount as specified in the Notification of Award and in the form of Bank Guarantee within 14 days of the receipt of Notification of Award.</p>

Section III. General Conditions of Contract

1. Definitions

- 1.1 In this contract, the following terms shall be interpreted as indicated:
- a. “The Contract” means the agreement entered into between the Purchaser and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;
 - b. “The Contract Price” means the price payable to the Supplier under the contract for the full and proper performance of its contractual obligation;
 - c. “The Goods” means equipment, machinery, related Accessories, spare-parts and/or other materials which the Supplier is required to supply to the Purchaser under the contract;
 - d. “The Services” means services ancillary to the supply of the goods such as transportation and insurance and any other incidental services, such as installation, commissioning, the operational and maintenance training of the supplied equipment and other such obligations of the supplier covered under the Contract.
 - e. “The Purchaser” means the Procurement Entity of the Republic of Ghana purchasing the goods.
 - f. “The Supplier” means the individual or organization supplying the goods and services under this contract.
 - g. “The Purchaser’s Country” is Ghana.
 - h. “The Delivery Site” where applicable, means the place or places where supply of goods to deliver and performance of services to be complete.
 - i. “Day” means calendar day.
 - j. “Public funds” include:
 - (i) funds from government budget, Metropolitan Assembly budgets, Municipal Assembly budgets or District Assembly budgets;

- (ii) funds from government Foundations;
- (iii) funds from government Trust Funds;
- (iv) funds from domestic loans and foreign loans taken or guaranteed by government;
- (v) funds from state foreign aid;
- (vi) revenue received from the economic activity of state or local government agencies or other legal persons in public law financed from the Government budget, Metropolitan Assembly budgets, District Assembly budgets or Government foundations;

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| 2. Application | 2.1 | These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the contract. |
| 3. Country of Origin | 3.1 | All goods and services supplied under the contract shall have their origin in Ghana or in eligible countries as specified in Special Condition of Contract. |
| | 3.2 | For purposes of this clause “origin” means the place where the goods are mined, grown, produced or manufactured, or from which the Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components. |
| | 3.3 | The origin of Goods and Services is distinct from the nationality of the Supplier. |
| 4. Standards | 4.1 | The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods’ country of origin, such standards shall be the latest issued by the concerned institution. |
| | 4.2 | Wherever reference is made in the Technical Specifications to |

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

5. Use of Contract Documents and Information

- 5.1 The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in sub-clause 5.1 except for purposes of performing the Contract.
- 5.3 Any document, other than the Contract itself, enumerated in subclause 5.1 shall remain the property of the Purchaser and shall be returned (all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so required by the Purchaser.

6. Patent Rights

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

7. Performance Security

- 7.1 Within fourteen (14) days after the Supplier's receipt of notification of award of the contract, the successful Tenderer shall furnish performance security to the Purchaser in the amount specified in the Special Conditions of Contract and in the form specified in Section VII.
- 7.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 7.3 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the

Purchaser and shall be in the form of an unconditional bank guarantee issued by a bank in Ghana acceptable to the Purchaser and in the form provided in the Tender Documents or another form acceptable to the Purchaser.

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

8. Inspections and Tests

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

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

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

8.4 The Purchaser's right to inspect, test and, where necessary, reject the goods after the goods' arrival in the Purchaser's country shall in no way be limited or waived by reason of the goods having previously been inspected, tested and passed by the Purchaser or its Representative prior to the goods' shipment from the country of origin.²

² It is intended that the Purchaser generally inspects the goods also on arrival at discharge port(s), and where a fresh independent inspection is for any reason considered necessary, the Supplier should be immediately notified and associated with the inspection which should be completed on a priority basis.

- 8.5 Nothing in GCC Clause 8 shall in any way release the Supplier from any warranty or other obligations under this Contract.
- 8.6 A Certificate of Acceptance shall be issued by the Purchaser after necessary inspection and tests of the Goods supplied as specified in SCC.
- 9. Packing**
- 9.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, as Specified in the Special Conditions of Contract (SCC), and in any subsequent instructions issued by the Purchaser.
- 10. Delivery and Transfer of Risk**
- 10.1 Delivery of the goods shall be made by the Supplier in accordance with the terms specified by the Purchaser in its Schedule of Requirements. The details of shipping and/or other documents to be furnished by the supplier are specified in the Special Conditions of Contract.
- 10.2 For purposes of the Contract, "FOB," "C&F," "CIF", "CIP", "EXW" and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of the International Rules for the Interpretation of the Trade Terms (INCOTERMS)³ published by the International Chamber of Commerce (ICC), Paris.
- 10.3 Documents to be submitted by the Supplier are specified in Special Condition of Contract.
- 11. Insurance**
- 11.1 The goods supplied under the Contract shall be fully insured in a

³ Where terms not defined in INCOTERMS are used in the Tender Documents, Purchaser should define the same, spelling out the costs to be borne by the Supplier and to be included in its Tender price.

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

11.2 Where delivery of the goods is required by the Purchaser on a CIF, CIP basis, the Supplier shall arrange and pay for marine insurance, naming the Purchaser as the beneficiary. Where delivery is on an FOB or C&F basis, marine insurance shall be the responsibility of the Purchaser.

12. Transportation

12.1 Where the Supplier is required under the Contract to deliver the goods FOB, transport of the goods, up to and including the point of putting the goods on board the vessel at the specified port of loading, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.

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

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

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

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

13. Incidental Services

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

a. performance or supervision of on-site assembly and/or startup

of the supplied Goods;

- b. furnishing of tools required for assembly and/or maintenance of the supplied Goods;
- c. furnishing of a detailed operations and maintenance manual for each, appropriate unit of the supplied Goods;
- d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
- . e. training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods

14. Spare Parts

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

- a. such spare parts as the Purchaser may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under the Contract; and
- b.. in the event of termination of production of the spare parts:
 - i. advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and
 - ii. following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

15.1 The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the

design and/or materials is required by the Purchaser's specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.

- 15.2 The warranty shall remain valid for (12) months after the goods, or any portion thereof as the case may be, have been delivered to the final destination indicated in the Contract and installed and commissioned to the satisfaction of the Purchaser.
- 15.3 The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the Supplier shall, within the period as specified in SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the Purchaser other than, where applicable, the cost of inland delivery of the repaired or replaced Goods or parts from EXW or to the final destination.
- 15.5 If the Supplier, having been notified, fails to take remedial action within forty-two (42) days from date of receipt of notice, the Purchaser may proceed to take such action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

16. Payment

- 16.1 The method and conditions of payment to be made to the Supplier under the Contract shall be specified in the Special Conditions of Contract.
- 16.2 The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to GCC Clause 10, and upon authorized of other obligations stipulated in the Contract.
- 16.3 Payments shall be made promptly by the Purchaser, but in no case later than twenty-eight (28) days after submission of an invoice or claim by the Supplier.

17. Prices

- 17.1 Prices charged by the Supplier for goods and services delivered and services performed under the Contract shall not vary from the prices quoted by the Supplier in its Tender, with the exception of any price

adjustments Authorized in Special Conditions of Contract or in the Purchaser's request for Tender validity extension, as the case may be.

- 18. Change Orders**
- 18.1 The Purchaser may at any time, by a written order given to the Supplier pursuant to GCC Clause 31, make changes within the general scope of the Contract in any one or more of the following:
- a. drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
 - b. the method of shipment or packing;
 - c. the place of delivery; and/or
 - d. the Services to be provided by the Supplier
- 18.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment may be made in the Contract Price or delivery schedule, or both, and the Contract may accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within twenty-eight (28) days from the date of the Supplier's receipt of the Purchaser's change order.
- 19. Contract Amendments**
- 19.1 Subject to GCC Clause 18, no variation in or modification of the terms of the Contract shall be made, except by written amendment signed by the parties.
- 20. Assignment**
- 20.1 The Supplier shall not assign, in whole or in part, its obligations to perform under the Contract, except with the Purchaser's prior written consent.
- 21. Subcontracts**
- 21.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under this Contract if not already specified in the Tender. Such notification, in the original Tender or later, shall not relieve the Supplier from any liability or obligation under the Contract.
- 21.2 Subcontracts must comply with the provisions of GCC Clause 3.
- 22. Delays in the Supplier's Performance**
- 22.1 Delivery of the goods and performance of services shall be made by the Supplier in accordance with the time schedule specified by the Purchaser in the Schedule of Requirements.

- 22.2 Except as provided under GCC clause 25, an unexcused delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to any or all of the following sanctions: forfeiture of its performance security, imposition of liquidated damages, and/or termination of the Contract for default.
- 22.3 If at any time during performance of the Contract, the Supplier or its sub-supplier(s) should encounter conditions impeding timely delivery of the goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may, at its discretion, extend the Supplier's time for performance, with or without liquidated damages, in which case, the extension shall be ratified by the parties by amendment of the Contract.

23. Liquidated Damages

- 23.1 Subject to GCC Clause 25, if the Supplier fails to deliver any or all of the goods or to perform within the time period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to (0.5%) of the contract price of the delayed goods for each week of delay until actual delivery, up to a maximum deduction of (10%) percent of the delayed goods Contract Price. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause 24.

24. Termination for Default

- 24.1 The Purchaser may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, terminate the Contract in whole or in part:
- a. if the Supplier fails to deliver any or all of the goods within the time period(s) specified in the Contract, or any extension thereof granted by the Purchaser pursuant to GCC Clause 22; or
 - b. if the Supplier fails to perform any other obligation(s) under the Contract.
- 24.2 In the event the Purchaser terminates the Contract in whole

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

24.3 Termination for Corrupt or Fraudulent Practices

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

For the purpose of this clause:

‘corrupt practice’ means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution; and

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

- 25. Force Majeure**
- 25.1 For purposes of this Contract, “Force Majeure” means an event beyond the control of the parties to the Contract and not involving either party’s fault or negligence and not foreseeable.
- 25.2 If, at any time during the existence of the Contract, either party is unable to perform in whole or part any obligation under this Contract because of such events which include, but are not restricted to, acts of God, acts of Government in its sovereign capacity, war, revolutions, hostility, civil commotions, strikes, fires, floods, epidemics, quarantine restrictions, freight embargoes, explosions, then the date of fulfillment of Contract shall be postponed during the period when such circumstances are operative.

- 25.3 The party which is unable to perform its obligations under the present Contract shall, within fourteen (14) days of occurrence of the Force Majeure event, inform the other party with suitable documentary evidence. Non-availability of raw materials from regular sources shall not be an excuse for the Supplier for not performing its obligations under this clause.
- 25.4 Any waiver/extension of time in respect of the delivery/acceptance of any installment or part of the goods shall not be deemed to be a waiver/extension of time in respect of the remaining deliveries.
- 25.5 If such inability to perform continues for a period of more than three (3) months, each party shall have the right to be released from further performance of the Contract, in which case, neither party shall have the right to claim damages from the other. All prior performance shall be subject to Contract terms.
- 25.6 Notwithstanding the provisions of GCC Clauses 22, 23, and 24, the Supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of Force Majeure.
- 25.7 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 26. Termination for Insolvency** 26.1 The Purchaser may at any time terminate the Contract by giving written notice to the Supplier, without compensation to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.
- 27. Termination for Convenience** 27.1 The Purchaser, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that

termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

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

- . a. to have any portion completed and delivered at the Contract terms and prices; and/or
- b. to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Suppliers

28. Resolution of Disputes

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

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

29. Governing Language

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

30. Applicable Law

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

- 31. Notices**
- 31.1 Any notice given by one party to the other pursuant to the Contract shall be sent to the other party in writing or by facsimile and confirmed in writing to the other party's address specified for that purpose in the Special Conditions of Contract.
- 31.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.
- 32. Taxes and Duties**
- 32.1 A Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the final destination.

Section IV. Special Conditions of Contract

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

- | | | |
|--|------------|--|
| <p>1. Definitions
(GCC Clause 1)</p> | <p>1.1</p> | <p>a. The Purchaser is: University of Energy and Natural Resources
P.O Box 214
Sunyani</p> <p>b. The Supplier is:.....</p> <p>.....</p> <p style="text-align: center;"><i>[Name and Address of Supplier]</i></p> <p>c. The Delivery site is: University’s Main Stores
University of Energy and Natural Resources
Sunyani</p> |
| <p>2. Country of Origin
(GCC Clause 3)</p> | <p>2.1</p> | <p>Any part of the World.</p> |
| <p>3. Performance Security
(GCC Clause 7)</p> | <p>3.1</p> | <p>The performance security will be as follows:</p> <p>i. The amount of performance security as a percentage of the contract price, shall be Ten (10) percent from a Bank or Thirty (30) percent from an Insurance Company of the Tender Price in the currency of the Tender price.</p> |
| | <p>3.2</p> | <p>The validity of Performance Security shall be one (1) year after the final installation and commissioning of the Goods and the issue of final acceptance certificate to the Suppliers. After delivery and acceptance of the Goods, the performance security shall be reduced to two (2) percent of the Contract Price to cover the Supplier’s Warranty obligations in accordance with Clause GCC 15.2. The supplier shall promptly extend the validity suitably to cover agreed extension of the warranty period of the supplied goods.</p> |

- 4. Inspection and Tests (GCC Clause 8)** 4.1 Inspection and tests prior to shipment of goods at final acceptance are as follows:
- a. The time limit for inspection and tests and the issuance of Certificate of acceptance and/or rejection should be no later than **30** days of the completion of inspection and tests.
 - b.
[Specify such other criteria for inspection and tests, if necessary]
- 5. Packing (GCC Clause 9)** 5.1 Additional requirement for packing and marking as per GCC Clause 9.2 are as follows:
- 6. Delivery and Documents (GCC Clause 10)** 6.1 For Goods Supplied from abroad: **Not Applicable**
- a. Upon
 - b. shipment, the Supplier shall notify the Purchaser and the Insurance Company by facsimile the full details of the shipment, including contract number, description of Goods, quantity, the vessel, (or the flight number), the bill of lading number and date, port of loading, date of shipment, port of discharge, etc. The Supplier shall mail the following documents to the Purchaser, with a copy to the Insurance Company:
 - i. Copies of the Supplier's invoice showing Good's description, quantity, unit price and total amount;
 - ii. Original and *[insert number as required]* copies of the negotiable, clean on board, bill of lading (Consignment note) marked "freight prepaid" and *[insert number as required]* copies of non-negotiable bill of lading (Consignment note);
 - iii. Copies of the packing list identifying contents of each package;
 - iv. Insurance Certificate;
 - v. Manufacturer's or Supplier's Warranty Certificate;
 - vi. Inspection Certificate, issued by the nominated inspection agency, and the supplier's factory inspection report; and

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

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

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

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

- i. Copies of the Supplier's invoice showing Goods' description, quantity, unit price and total amount;
- ii. Delivery note, transport receipt, railway receipt;
- iii. Manufacturer's or Supplier's Warranty Certificate;
- iv. Inspection Certificate issued by the nominated inspection agency, and the Supplier's factory inspection report; and
- v. Certificate of origin

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

7. Insurance (GCC Clause 11)

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

8. Incidental Services (GCC Clause 13)

8.1 Incidental services to be provided are:

- (a) All the necessary cross-checking of specifications to correspond to the item descriptions under the Schedule of Requirements, the Special Conditions of Contract, the

Technical Specifications.

(b) Assembly in the Agents yard of supplied goods or equipment shipped in knock down form;

I Pre-delivery inspection of the goods;

(d) Performance or supervision of on-site assembly and/or start-up of the supplied Goods;

(e) Furnishing of tools required for assembly and/or maintenance of the supplied Goods;

(f) Furnishing of manuals as provided for in the Special Conditions of Contract and in the Technical Specifications;

(g) Supervision or maintenance and/or repair of the supplied goods during the Warranty period as specified by the Tenderer on the Technical Specifications, provided that this service shall not relieve the Supplier of any warranty obligations under the Contract;

(h) The Cost for the above services shall be included in the Contract Price unless in the case of Clause 8 (g) hereof, charges for maintenance and repair supervision during the warranty period are explicitly specified by the Bidder.

(i) The Supplier or their accredited agent shall be solely responsible for the supervision of delivering all the items to the project site.

9. Spare Parts (GCC Clause 14)

9.1 Additional spare parts requirements are:

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

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

c. [specify other additional requirements.]

**10. Warranty
(GCC Clause 15)**

- 10.1 In partial modification of the provisions, the warranty period shall be 12 months of operation from date of acceptance of the Goods. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, at its discretion, either:
- a. make such changes, modification, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the contract at its own cost and expense and to carry out further performance tests in accordance with SCC 4.1 or
 - b. Pay liquidated damages to the Purchaser with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be (0.1 to 0.5%) per week.
- 10.2 The period for correction of defects in the warranty period is: 7 days from notification of defect.
- 10.3 [specify other suitable conditions for warranty, if necessary].

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

- 11.1 Payment for Goods and Services supplied shall be made in Ghanaian Cedis, as follows;
- Payment shall be made **Thirty (30) days** after full delivery and acceptance of goods delivered.

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

- 12.1 Tender Prices may be adjusted only in the case of Tender validity extension requested by the Purchaser
- 12.2 Purchaser shall not entertain Contract Price variation due to the effect of any notice of notification of exchange rate variation of any convertible currency.

**13.
Liquidated Damages
(GCC Clause 23)**

- 13.1 Applicable rate for the Liquidated damages is : 0.5% per day of the Tender price and maximum deduction shall not exceed 10% of the Tender price.

**14. Resolution of Disputes
(GCC Clause 28)**

- 14.1 The dispute resolution mechanism to be applied pursuant to clause 28.2 of the General Conditions of Contract shall be as follow:
 - a. in the case of a dispute between the Purchaser and a Supplier who is a national of Ghana, the dispute shall be referred to adjudication/

**15. Governing Language
(GCC Clause 29)**

- 15.1 The governing Language shall be English.

**16. Notices
(GCC Clause 31)**

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

Purchaser's address for notice purposes:

**Vice Chancellor
ATTN: Ag. Director of Procurement
University of Energy and Natural Resources
P.O Box 214
Sunyani**

Supplier's address for notice purposes:

.....
.....
.....

Section V. Schedule of Requirements

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

<i>S/NO</i>	<i>PACKAGE NUMBER</i>	<i>DESCRIPTION OF EQUIPMENT</i>	<i>QTY</i>	<i>MINIMUM SCHEDULE AT SITE (DAYS FROM THE DATE OF CONTRACT SIGNATURE)</i>
2.	BA/UENR/GD/010/22 (BA/UENR/RCEES/GD/010/22)	Procurement of 4 x 4 SUV Vehicle for the Regional Centre for Energy and Environmental Sustainability (RCEES), UENR	1 No.	N/A

Tenderers are to note that, stating only COMPLY at the offered specification column will not be tolerated. Kindly state what your company wants to offer.

S/NO. 1: PROCUREMENT OF 4 X 4 SUV VEHICLE FOR THE REGIONAL CENTRE FOR ENERGY AND ENVIRONMENTAL SUSTAINABILITY (RCEES), UENR

S/NO.	DESCRIPTION	SPECIFICATION	OFFERED SPECIFICATION	UNIT OF COUNT	QTY	UNIT PRICE GH¢	TOTAL AMOUNT GH¢
1	Procurement of 4 x 4 SUV Vehicle for the Regional Centre for Energy and Environmental Sustainability (RCEES), UENR	Refer to Specification Table		No.	1		
	Sub Total						
		VAT + NHIL	%				
TOTAL AMOUNT IN GHANA CEDIS							

TECHNICAL SPECIFICATION FOR 4 X 4 SUV VEHICLE

MINIMUM REQUIRED SPECIFICATION		OFFERED SPECIFICATION (Kindly Provide what you want to offer if you comply)
1 No. 4 X 4 SUV VEHICLE		
ENGINE		
Number of cylinders	6	
Engine type	V engine	
Fuel type	Diesel	
Displacement (cc)	3346	
Max power kw/rpm	225/4000	
Max power Hp/rpm	306/4000	
Max torque Nm	700/1600-2600	
BODY		
Body style	Station wagon	
Number of doors	5 doors	
DIMENSIONS		
Dimensions (L*W*H) in mm	5115×1980×1945	
Ground clearance (mm)	235	
Wheelbase (mm)	2850	
TRANSMISSION		
Transmission	All time 4×4	
Gearbox	Automatic	
Rear differential	Manual locking	
Central differential	Limited slip	
WEIGHT/CAPACITIES		
Fuel tank capacity (L)	80	
Additional fuel tank capacity	30	
Curb weight (kg)	2605	
Gross vehicle weight (kg)	3230	
Number of seats	7	
BRAKES		
Front brake	Ventilated discs	
Rear brake	Ventilated discs	
Parking brake	Electric	
SUSPENSIONS		
Front suspension	Double triangle	
Rear suspension	Link suspension	

Adaptive variable suspension	Without	
TYRES		
Tyre dimension	265/65 R18	
EXTERIOR		
Wheels	Aluminium	
Front grill	Black	
Front bumpers	Coloured without chrome	
Rear bumpers	Coloured without chrome	
Door mirrors	Coloured	
Adjustable side mirrors	Electric	
Folding side mirrors	Electric	
Spoiler	Rear	
Roof rail	Yes	
Towing hook	Rear	
INTERIOR AND COMFORT		
Radio	Radio CD/ MP3	
Connections	USB, Bluetooth, Apple Carplay, Android Auto	
Handsfree kit	Yes	
Touchscreen	7 inches	
Wifi	Yes	
Wireless charging	-	
Steering wheel audio control	Yes	
Loud speaker	6	
Multi-media system	-	
Air conditioning	Automatic driver & passenger	
Coolbox	Yes	
Central armrest	Front & Rear	
Cup holders	Front & Rear	
Power windows	Front & Rear	
Privacy window	Without	
Central door locking	Yes	
Central door locking whiles driving	-	
Smart keys	Yes	
Push & start system	Yes	
Keyless entry system	Yes	
Steering wheel	Leather	
Adjustable steering wheel	Height and reach adjustable	

Sunroof	Electric	
Upholstery	Fabric	
Driver seat	Height and reach adjustable	
Power seats	Driver	
2 nd role seats	Folding 40/60	
Power steering	Yes	
Parking sensor	Front/Rear	
Video camera	Rear	
PASIVE SAFETY		
Airbags	Driver, passenger	
Anti-theft alarm	Yes	
Seatbelts- front	2×3 points	
Seatbelts 2 nd role	3×3 points	
Seatbelt 3 rd role	2×3 points	
Headrests	Front, 2 nd role & 3 rd role	
Active headrest	-	
Height adjustable lights	Manual	
Spare wheel	Alloy	
Spare wheel location	Under the vehicle	
ACTIVE SAFETY		
Immobilizer	Yes	
Seatbelt warning	Yes	
Headlamps	LED	
Daytime running lights	LED	
Fog lamps	-	
Rain sensor	-	
Electronic stability control	VSC	
Brake assist	YES	
Hill start assist control	YES	
ABS	YES	
Cruise control	YES	
Trailer Sway Control (TSC)	YES	
Demister	Rear windows	
Year of Manufacture- Current		
Vehicle Warranty: 3 Years from date of Delivery or 100,000km whichever Comes first.		
Delivery period: 12 Weeks		

Section VI. Sample Forms

Notes on the Sample Forms

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

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

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

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

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

1. Tender Form and Price Schedules

Date: _____
IFT No: _____

To: *[name and address of Purchaser]*

Gentlemen and/or Ladies:

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

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

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

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

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

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

(if none, state "none")

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

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

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

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

[signature]

[in the capacity of]

Duly authorized to sign Tender for and on behalf of _____

Price Schedule

Name of Tenderer _____ IFT Number _____ Page _____ of _____

S.No	Description	Country of origin	Quantity	Unit Price EXW (specify place)	Total Price EXW	Total Price of Inland delivery to final destination	Total CIP site	Incidental Services and others	Total Tender Price	Remarks
1	2	3	4	In figure 5	$6=(4 \times 5)$	7	$8=(6+7)$	9	$10=(8+9)$	11
Grand Total										

Total Tender Price (in words)

Signature of Tenderer: _____

- Note: 1. In case of discrepancy between unit price and total, the unit price shall prevail.
 2. Tenderer must have to accept the correction of arithmetic error pursuant to ITT Clause 26.2
 3. The EXW prices column 6, shall include all duties, taxes and other levies, indicate duties, taxes and levies added*

2. Tender Security Form

Date:

To *[name and address of Purchaser]*

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

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

THE CONDITIONS of this obligation are:

1. If the Tenderer
 - (a) withdraws its Tender during the period of Tender validity specified by the Tenderer on the Tender Form; or
 - (b) does not accept the correction of errors in accordance with the Instructions to Tenderers; or
2. If the Tenderer, having been notified of the acceptance of its Tender by the Purchaser during the period of Tender validity:
 - (a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to Tenderers, if required; or
 - (b) fails or refuses to furnish the performance security, in accordance with the Instructions to Tenderers;

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

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

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

[signature of the bank/insurance company/bonding company]

Seal of the issuing Bank/Insurance Company/Bonding Company:

Witness :

Signature:

Name :

Address :

3. Qualification Information

Notes on Form of qualification Information

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

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

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

Place of registration :

Principal place of business :

Power of attorney of signatory of Tenderer : *[attach original]*

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

19xx/20xx

20xx/20xx

20xx/20xx

20xx/20xx

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

Procurement ID No.	Name of Purchaser	Type of goods	Agreement date	Delivery completion	Value of

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

.....

1.5 Names, addresses and telephone, telex, facsimile numbers and email addresses of banks that may provide references if contacted by the Purchaser.

.....

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

Other party(ies)	Cause of dispute	Amount involved

2. Additional Requirements

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

.....

4. Notification of Award

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

.....*[Date]*

To: *[name of the Supplier]*

..... *[address of the Supplier]*

Subject : Notification of Award

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

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

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

Authorised Signature :

Name and Title of Signatory :

Name of Agency :

Address for correspondence :

5. Contract Form

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) the Tender Form and the Price Schedule submitted by the Tenderer;
 - (b) the Schedule of Requirements;
 - (c) the Technical Specifications;
 - (d) the General Conditions of Contract;
 - (e) the Special Conditions of Contract;
 - (f) the Purchaser’s Notification of Award; and
 - (g) Contract Data Sheet (*to be used only when there are corrections to the original price schedule submitted by the supplier*).
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the Contract.

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

On behalf of the Purchaser

Name:

Signature:

Designation:

Seal:

Date:

Witnessed By:

Name:

Signature:

Designation:

Date:

On behalf of the Supplier

Name:

Signature:

Designation:

Seal:

Date:

Witnessed by:

Name:

Signature:

Designation:

Date:

6. Manufacturer's Authorization Form

Date:

To: *[name of the Purchaser]*

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

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

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

[signature for and on behalf of Manufacturer]

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

7. Performance Security Form

Date:

To: [name of Purchaser]

[address of Purchaser]

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

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

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

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

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

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

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

Signature and seal of the Guarantors

[name of bank]

[address]

[date]

Bank Guarantee Form for Advance Payment

Date:

To: [name of Purchaser]

[address of Purchaser]

[name of Contract]

Gentlemen and/or Ladies;

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

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

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

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

Yours truly,

Signature and seal of the Bank

[name of Bank]

[address]

[date]

TENDER EVALUATION FOR THE NATIONAL COMPETITIVE TENDERING: PROCUREMENT OF 4 X 4 SUV VEHICLE FOR THE REGIONAL CENTRE FOR ENERGY AND ENVIRONMENTAL SUSTAINABILITY (RCEES), UENR

S/NO 1

BA/UENR/GD/010/22
(BA/UENR/RCEES/GD/010/22)

STAGE 1: PRELIMINARY REQUIREMENTS

No	Name of Tenderer(s)	Tender Signed	Business Reg. Cert	VAT Certificate	Valid Tax Clearance Cert	Valid SSNIT Clearance Cert	PPA Reg. Cert	Tender Security-Bond or Bank Guarantee (2% of Tender Price)	Responsive/ Non-Responsive
1	Sneda Motors	✓	✓	✓	31/12/2022 ✓	28/11/2022 ✓	4/10/2023 ✓	Priority Insurance ✓	Responsive

Signed.....
(Chairman, Tender Evaluation Panel)

Signed.....
(Secretary, Tender Evaluation Panel)

Date..... 9/11/2022

Date..... 9-11-2022

UNIVERSITY OF ENERGY AND NATURAL RESOURCES, SUNYANI
TENDER EVALUATION FOR THE NATIONAL COMPETITIVE TENDERING: PROCUREMENT OF 4 X 4 SUV VEHICLE
FOR THE REGIONAL CENTRE FOR ENERGY AND ENVIRONMENTAL SUSTAINABILITY (RCEES), UENR

S/NO 1

BA/UENR/GD/010/22
 (BA/UENR/RCEES/GD/010/22)

STAGE 2: COMMERCIAL RESPONSIVENESS

	Sneda Motors
REQUIREMENTS	
Payment Terms (1 Week after delivery and upon the submission of invoices))	<i>Complied</i>
Delivery Period: (at most 12 Weeks)	<i>Complied</i>
Tender Validity Period: (at least 120 days)	<i>Complied</i>
Power of Attorney	<i>Complied</i>
Manufacturer's Authorization	<i>Complied</i>
After Sales Service: Tenderers should be able to Provide After Sale Services Facilities for Initial three (3) Years of Operation for the vehicles they intend to supply (Statement of After Sale Service should be provided as evidence).	<i>Complied</i>
Warranty Period (3 Years from date of Delivery or 100,000km whichever Comes first)	<i>Complied</i>
Audited financial Accounts for 2020 and 2021	<i>Complied</i>
List of at least three (3) References for similar supply.	
Responsive/ Non-Responsive	
	<i>Responsive</i>

Signed.....
 (Chairman, Tender Evaluation Panel)
 Date.....

Signed.....
 (Secretary, Tender Evaluation Panel)
 Date.....

UNIVERSITY OF ENERGY AND NATURAL RESOURCES, SUNYANI

TENDER EVALUATION FOR THE NATIONAL COMPETITIVE TENDERING: PROCUREMENT OF 4 X 4 SUV VEHICLE FOR THE REGIONAL CENTRE FOR ENERGY AND ENVIRONMENTAL SUSTAINABILITY (RCEES), UENR

S/NO 1

BA/UENR/GD/010/22

(BA/UENR/RCEES/GD/010/22)

STAGE 3: TECHNICAL EVALUATION

No.	MINIMUM REQUIRED SPECIFICATION	Qty	OFFERED SPECIFICATION
	4 X 4 SUV VEHICLE	1 No.	Snedra Motors
	ENGINE		ENGINE
1	Number of cylinders	6	Number of cylinders
2	Engine type	V engine	Engine type
3	Fuel type	Diesel	Fuel type
4	Displacement (cc)	3346	Displacement (cc)
5	Max power kw/rpm	225/4000	Max power kw/rpm
6	Max power Hp/rpm	306/4000	Max power Hp/rpm
7	Max torque Nm	700/1600-2600	Max torque Nm
	BODY		BODY
8	Body style	Station wagon	Body style
9	Number of doors	5 doors	Number of doors
	DIMENSIONS		DIMENSIONS
10	Dimensions (L*W*H) in mm	5115×1980×1945	Dimensions (L*W*H) in mm
11	Ground clearance (mm)	235	Ground clearance (mm)
12	Wheelbase (mm)	2850	Wheelbase (mm)
	TRANSMISSION		TRANSMISSION
13	Transmission	All time 4×4	Transmission
14	Gearbox	Automatic	Gearbox
15	Rear differential	Manual locking	Rear differential

16	Central differential	Limited		Central differen/
WEIGHT/CAPACITIES				
17	Fuel tank capacity (L)	80		Fuel tank capacity (L)
18	Additional fuel tank capacity	30		Additional fuel tank capacity
19	Curb weight (kg)	2605		Curb weight (kg)
20	Gross vehicle weight (kg)	3230		Gross vehicle weight (kg)
21	Number of seats	7		Number of seats
BRAKES				
22	Front brake	Ventilated discs		Front brake
23	Rear brake	Ventilated discs		Rear brake
24	Parking brake	Electric		Parking brake
SUSPENSIONS				
25	Front suspension	Double triangle		Front suspension
26	Rear suspension	Link suspension		Rear suspension
27	Adaptive variable suspension	Without		Adaptive variable suspension
TYRES				
28	Tyre dimension	265/65 R18		Tyre dimension
EXTERIOR				
29	Wheels	Aluminium		Wheels
30	Front grill	Black		Front grill
31	Front bumpers	Coloured without chrome		Front bumpers
32	Rear bumpers	Coloured without chrome		Rear bumpers
33	Door mirrors	Coloured		Door mirrors
34	Adjustable side mirrors	Electric		Adjustable side mirrors
35	Folding side mirrors	Electric		Folding side mirrors
36	Spoiler	Rear		Spoiler
37	Roof rail	Yes		Roof rail
38	Towing hook	Rear		Towing hook
INTERIOR AND COMFORT				
39	Radio	Radio CD/ MP3		Radio

40	Connections	USB, Bluetooth, Apple Carplay, Android Auto		Connections	
41	Handsfree kit	Yes		Handsfree kit	
42	Touchscreen	7 inches		Touchscreen	
43	Wifi	Yes		Wifi	
44	Wireless charging	-		Wireless charging	
45	Steering wheel audio control	Yes		Steering wheel audio control	
46	Loud speaker	6		Loud speaker	
47	Multi-media system	-		Multi-media system	
48	Air conditioning	Automatic driver & passenger		Air conditioning	
49	Coolbox	Yes		Coolbox	
50	Central armrest	Front & Rear		Central armrest	
51	Cup holders	Front & Rear		Cup holders	
52	Power windows	Front & Rear		Power windows	
53	Privacy window	Without		Privacy window	
54	Central door locking	Yes		Central door locking	
55	Central door locking whiles driving	-		Central door locking whiles driving	
56	Smart keys	Yes		Smart keys	
57	Push & start system	Yes		Push & start system	
58	Keyless entry system	Yes		Keyless entry system	
59	Steering wheel	Leather		Steering wheel	
60	Adjustable steering wheel	Height and reach adjustable		Adjustable steering wheel	
61	Sunroof	Electric		Sunroof	
62	Upholstery	Fabric		Upholstery	
63	Driver seat	Height and reach adjustable		Driver seat	
64	Power seats	Driver		Power seats	
65	2 nd role seats	Folding 40/60		2 nd role seats	
66	Power steering	Yes		Power steering	

Complete

67	Parking sensor	Front/Rear		Parking sensor	
68	Video camera	Rear		Video camera	
PASIVE SAFETY					
69	Airbags	Driver, passenger		Airbags	
70	Anti-theft alarm	Yes		Anti-theft alarm	
71	Seatbelts- front	2×3 points		Seatbelts- front	
72	Seatbelts 2 nd role	3×3 points		Seatbelts 2 nd role	
73	Seatbelt 3 rd role	2×3 points		Seatbelt 3 rd role	
74	Headrests	Front, 2 nd role & 3 rd role		Headrests	
75	Active headrest	-		Active headrest	
76	Height adjustable lights	Manual		Height adjustable lights	
77	Spare wheel	Alloy		Spare wheel	
78	Spare wheel location	Under the vehicle		Spare wheel location	
ACTIVE SAFETY					
79	Immobilizer	Yes		Immobilizer	
80	Seatbelt warning	Yes		Seatbelt warning	
81	Headlamps	LED		Headlamps	
82	Daytime running lights	LED		Daytime running lights	
83	Fog lamps	-		Fog lamps	
84	Rain sensor	-		Rain sensor	
85	Electronic stability control	VSC		Electronic stability control	
86	Brake assist	YES		Brake assist	
87	Hill start assist control	YES		Hill start assist control	
88	ABS	YES		ABS	
89	Cruise control	YES		Cruise control	
90	Trailer Sway Control (TSC)	YES		Trailer Sway Control (TSC)	
91	Demister	Rear windows		Demister	
Responsive/ Non-Responsive					

Signed.....
 (Chairman, Tender Evaluation Panel)
 Date..... 9/11/2022

Signed.....
 (Secretary, Tender Evaluation Panel)
 Date..... 9-11-2022

UNIVERSITY OF ENERGY AND NATURAL RESOURCES, SUNYANI

TENDER EVALUATION FOR THE NATIONAL COMPETITIVE TENDERING: PROCUREMENT OF 4 X 4 SUV VEHICLE FOR THE REGIONAL CENTRE FOR ENERGY AND ENVIRONMENTAL SUSTAINABILITY (RCEES), UENR

S/NO 1

BA/UENR/GD/010/22
(BA/UENR/RCEES/GD/010/22)

STAGE 4: FINANCIAL EVALUATION

Name of Tenderers	Price Readout (GH¢)	Corrected Tender Price (GH¢)	Converted to Common Currency (GH¢)	Ranking	Recommended Tenderer	Justifications
Sneda Motors	2,500,000	2,500,000		1	Sneda	other considerations as captured in the minutes + price in committee's view was high

Signed.....
(Chairman, Tender Evaluation Panel)

Signed.....
(Secretary, Tender Evaluation Panel)

Date..... 9/11/2022

Date..... 9-11-2022

UNIVERSITY OF ENERGY AND NATURAL RESOURCES, SUNYANI
TENDER EVALUATION FOR THE NATIONAL COMPETITIVE TENDERING: PROCUREMENT OF 4 X 4 SUV VEHICLE
FOR THE REGIONAL CENTRE FOR ENERGY AND ENVIRONMENTAL SUSTAINABILITY (RCEES), UENR
S/NO 1

BA/UENR/GD/010/22
 (BA/UENR/RCEES/GD/010/22)

STAGE 5: AFTER SALES SERVICE REQUIREMENT

Name of Tenderer(s)	Provision of After Sales Service Statement
Sneida	provided

Signed.....
 (Chairman, Tender Evaluation Panel)

Signed.....
 (Secretary, Tender Evaluation Panel)

Date..... 9/11/2022

Date..... 9-11-2022

UNIVERSITY OF ENERGY AND NATURAL RESOURCES, SUNYANI
TENDER EVALUATION FOR THE NATIONAL COMPETITIVE TENDERING: PROCUREMENT OF 4 X 4 SUV VEHICLE
FOR THE REGIONAL CENTRE FOR ENERGY AND ENVIRONMENTAL SUSTAINABILITY (RCEES), UENR

S/NO 1

BA/UENR/GD/010/22
 (BA/UENR/RCEES/GD/010/22)

POST-QUALIFICATION

NO	NAME OF TENDERER(S)	CONSTITUTION OR LEGAL STATUS	TOTAL ANNUAL VOLUME OF SALES	LIST OF USERS OF SIMILAR USERS	QUALIFIED OR NOT QUALIFIED
1	Sneida	provided	28,736,684	provided	Qualified
2					
3					
4					
5					
6					
7					

Signed.....


(Chairman, Tender Evaluation Panel)

Date..... 9/11/2022

Signed.....


(Secretary, Tender Evaluation Panel)

Date..... 9-11-2022

TENDER EVALUATION COMMITTEE MEMBERS

1. Name.....
Designation.....
Signature.....

3. Name.....
Designation.....
Signature.....

5. Name.....
Designation.....
Signature.....

7. Name.....
Designation.....
Signature.....

2. Name.....
Designation.....
Signature.....

4. Name.....
Designation.....
Signature.....

6. Name.....
Designation.....
Signature.....

8. Name.....
Designation.....
Signature.....

UNIVERSITY OF ENERGY AND NATURAL RESOURCES (UENR), SUNYANI

MINUTES OF THE TENDER OPENING PANEL MEETING FOR NATIONAL COMPETITIVE TENDERING (NCT); PROCUREMENT OF 4 x 4 SUV VEHICLE FOR THE REGIONAL CENTRE FOR ENERGY AND ENVIRONMENTAL SUSTAINABILITY (RCEES), UENR HELD ON 4TH NOVEMBER, 2022 AT THE COUNCIL CHAMBER - UENR

MEMBERS PRESENT

1. Prof. Simon Abugre	Dean, School of Natural Resources	Chairman
2. Mr. John-Baptist Siddick	Ag. Director of Procurement	Member
3. Mr. Paul Nana Nketiah	Deputy Director of Finance	Member
4. Mr. Ebenezer T. Lanor	Transport Engineer	Member
5. Mr. Kofi Dwomoh	Principal Procurement Assistant	Secretary

IN- ATTENDANCE

A. TENDERERS

There was no in attendance since the Tenderer sent its submission through a courier.

1.0 OPENING

The meeting started with a prayer by Prof. Simon Abugre after close of tender submission at 11:00 am. The Chairman welcomed the Tender Opening Committee Members and briefed them on the purpose of the meeting, which was to open the following tender;

- (i) S/No. 1: Procurement of 4 x 4 SUV Vehicle for the Regional Centre for Energy and Environmental Sustainability (RCEES), UENR.

The Chairman further informed the Committee that, the tender opening session was just the first stage of the tendering process.

2.0 OPENING OF TENDER BOX

The locked tender box in which tenderer(s) had deposited their tender was opened in the presence of the Tender Opening Panel.

Snedo Motors Company Limited, Accra responded to our advert and purchased the Tender Documents and made submission.

3.0 SUBMISSION OF PRELIMINARY REQUIREMENTS

The preliminary requirement indicated in the tender document which the tenderer was required to submit or comply with and their tender prices were read before the tender opening panel.

The requirements indicated in the tender document were as follows:

- Tender Signed
- Business Registration Certificate
- Valid Tax Clearance Certificate
- Valid SSNIT Clearance Certificate
- VAT Registration Certificate
- Tender Security 2% of Total Tender price
- Public Procurement Authority (PPA) Registration

The tender documents of the tenderers were examined by the committee regarding compliance with these requirements.

UNIVERSITY OF ENERGY AND NATURAL RESOURCES (UENR), SUNYANI

(i) S/No. 1: Procurement of 4 x 4 SUV Vehicle for the Regional Centre for Energy and Environmental Sustainability (RCEES), UENR.

No.	Name of Tenderer(s)	Tender Signed	Business Reg. cert	VAT certificate	Valid Tax Clearance Cert	Valid SSNIT Clearance Cert	PPA Reg. Cert	Tender Security-Bond or Bank Guarantee (2% of Tender Price)	Total Tender price (read-out)
1	Sneda Motors Company Limited	√	√	√	√	√	√	√ Bid Bond from Priority Insurance GH¢50,000.00	GH¢2,500,000.00

√: Means tenderer(s) submitted the requirement

UNIVERSITY OF ENERGY AND NATURAL RESOURCES (UENR), SUNYANI

4.0 ADJOURNMENT

The Chairman thanked the tender opening panel for attending the meeting. The meeting ended at 1:45 p.m.

CHAIRMAN



.....
Prof. Simon Abugre

Date: 04/10/2022

SECRETARY



.....
Mr. Kofi Dwomoh

Date: 04/10/2022

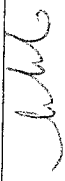




UNIVERSITY OF ENERGY AND NATURAL RESOURCES (UENR), SUNYANI

TENDER OPENING PANEL (TEP) MEETING (NATIONAL COMPETITIVE TENDER, NCT) FOR THE PROCUREMENT OF 4 X 4 SUV VEHICLE FOR THE REGIONAL CENTRE FOR ENERGY AND ENVIRONMENTAL SUSTAINABILITY (RCEES), UENR

ATTENDANCE LIST-STAFF

4TH NOVEMBER, 2022

11:00 AM

NO.	NAME	DESIGNATION	SIGNATURE	TEL NO.
1	Prof. Simon Abuye	Chairman		0209500070
2	Ebenezer T. Larnor	Member		0246954930
3	Paul Nwani Nwabuchi	Member		0248558488
4	John-Byrtuf Salawu	Member		0244535864
5	Kofi Esonu	Secretary		028860099

UNIVERSITY OF ENERGY AND NATURAL RESOURCES (UENR), SUNYANI

MINUTES OF THE TENDER OPENING PANEL MEETING FOR NATIONAL COMPETITIVE TENDERING (NCT); PROCUREMENT OF 4 x 4 SUV VEHICLE FOR THE REGIONAL CENTRE FOR ENERGY AND ENVIRONMENTAL SUSTAINABILITY (RCEES), UENR HELD ON 4TH NOVEMBER, 2022 AT THE COUNCIL CHAMBER - UENR

MEMBERS PRESENT

1. Prof. Simon Abugre	Dean, School of Natural Resources	Chairman
2. Mr. John-Baptist Siddick	Ag. Director of Procurement	Member
3. Mr. Paul Nana Nketiah	Deputy Director of Finance	Member
4. Mr. Ebenezer T. Lanor	Transport Engineer	Member
5. Mr. Kofi Dwomoh	Principal Procurement Assistant	Secretary

IN- ATTENDANCE

A. TENDERERS

There was no in attendance since the Tenderer sent its submission through a courier.

1.0 OPENING

The meeting started with a prayer by Prof. Simon Abugre after close of tender submission at 11:00 am. The Chairman welcomed the Tender Opening Committee Members and briefed them on the purpose of the meeting, which was to open the following tender;

- (i) S/No. 1: Procurement of 4 x 4 SUV Vehicle for the Regional Centre for Energy and Environmental Sustainability (RCEES), UENR.

The Chairman further informed the Committee that, the tender opening session was just the first stage of the tendering process.

2.0 OPENING OF TENDER BOX

The locked tender box in which tenderer(s) had deposited their tender was opened in the presence of the Tender Opening Panel.

Sneda Motors Company Limited, Accra responded to our advert and purchased the Tender Documents and made submission.

3.0 SUBMISSION OF PRELIMINARY REQUIREMENTS

The preliminary requirement indicated in the tender document which the tenderer was required to submit or comply with and their tender prices were read before the tender opening panel.

The requirements indicated in the tender document were as follows:

- Tender Signed
- Business Registration Certificate
- Valid Tax Clearance Certificate
- Valid SSNIT Clearance Certificate
- VAT Registration Certificate
- Tender Security 2% of Total Tender price
- Public Procurement Authority (PPA) Registration

The tender documents of the tenderers were examined by the committee regarding compliance with these requirements.

UNIVERSITY OF ENERGY AND NATURAL RESOURCES (UENR), SUNYANI

(i) S/No. 1: Procurement of 4 x 4 SUV Vehicle for the Regional Centre for Energy and Environmental Sustainability (RCEES), UENR.

No.	Name of Tenderer(s)	Tender Signed	Business Reg. cert	VAT certificate	Valid Tax Clearance Cert	Valid SSNIT Clearance Cert	PPA Reg. Cert	Tender Security-Bond or Bank Guarantee (2% of Tender Price)	Total Tender price (read-out)
1	Sheda Motors Company Limited	√	√	√	√	√	√	Bid Bond from Priority Insurance GH¢50,000.00	GH¢2,500,000.00

√: Means tenderer(s) submitted the requirement

4.0 ADJOURNMENT

The Chairman thanked the tender opening panel for attending the meeting. The meeting ended at 1:45 p.m.

CHAIRMAN


.....

Prof. Simon Abugre

Date: 04/10/2022

SECRETARY


.....

Mr. Kofi Dwomoh

Date: 04/10/2022

**UNIVERSITY OF ENERGY AND NATURAL RESOURCES
TENDER OPENING CHECKLIST**

DATE: 4TH NOVEMBER, 2022
 PROCUREMENT METHOD: NATIONAL COMPETITIVE TENDER
 CONTRACT NAME: S/NO 1: PROCUREMENT OF 4 X 4 SUV VEHICLE FOR THE REGIONAL CENTRE FOR ENERGY AND ENVIRONMENTAL SUSTAINABILITY (RCEES), UENR
 CONTRACT PACKAGE NO.: BA/UENR/GD/010/22 (BA/UENR/RCEES/GD/010/22)

NO.	TENDERER'S NAME	DS	CERTIFICATES				BID SECURITY (2%)	TENDER PRICE (GH¢)	REMARKS
			BRC	VAT	SSNIT	TAX			
1	S n e d e Motors Ltd	✓	✓	✓	28/11/2022	31/12/2022	Priority in survey # 2,500,000	2,500,000	
2									
3									
4									
5									

.....
 Chair


CHAIRMAN
 DATE...4/11/2022


.....
 Secretary


SECRETARY
 DATE...4-11-2022

- KEY
 DS-Document Signed
 VAT-Value Added Tax Certificate
 BRC- Business Registration Certificate
 TAX-Valid Tax Clearance Certificate
 SSNIT-Valid SSNIT Clearance Certificate
 PPA-Public Procurement Authority Registration Certificate


TENDER OPENING COMMITTEE MEMBERS


1. Name..... Prof. Simon Abugre
Designation..... Chairman
Signature..... 

3. Name..... Paul Nana Nketiah
Designation..... Member
Signature..... 

5. Name..... John-Baptist Sidique
Designation..... member
Signature..... 

7. Name.....
Designation.....
Signature.....

2. Name..... Ebenezer T-Larmon
Designation..... Member
Signature..... 

4. Name..... Kofi Basomah
Designation..... Secretary
Signature..... 


6. Name.....
Designation.....
Signature.....

8. Name.....
Designation.....
Signature.....

UNIVERSITY OF ENERGY AND NATURAL RESOURCES, SUNYANI

TENDER DOCUMENTS PURCHASE REGISTER

S/NO 1: PROCUREMENT OF 4 X 4 SUV VEHICLE FOR THE REGIONAL CENTRE FOR ENERGY AND ENVIRONMENTAL SUSTAINABILITY (RCEES), UENR

NO.	NAME OF COMPANY	NAME OF REPRESENTATIVE	DATE	TIME	TEL. NO.	RECEIPT NO.	SIGNATURE
1.	Sueda Motors	Hope Hanjim	26/10/22	4:20pm	0244430131	07236	
2.							
3.							
4.							
5.							
6.							
7.							
8.							
9.							
10.							

REPUBLIC OF GHANA



**UNIVERSITY OF ENERGY AND NATURAL
RESOURCES (UENR), SUNYANI**

NATIONAL COMPETITIVE TENDERING (NCT)

IFT NO.: BA/UENR/GD/010/22 (BA/UENR/RCEES/GD/010/22)

***TENDER EVALUATION REPORT AND
RECOMMENDATIONS FOR AWARD OF CONTRACT FOR
PROCUREMENT OF 4 X 4 SUV VEHICLE FOR THE REGIONAL CENTRE
FOR ENERGY AND ENVIRONMENTAL SUSTAINABILITY
(RCEES), UENR***

S/NO 1

AUGUST, 2022

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	e. Advertisement	
	f. List of Tenderers Who Purchased Tender Document	
	g. Addendum to Advertisement	

1.0 INTRODUCTION

- 1.1 The University of Energy and Natural Resources (UENR), Sunyani through the Regional Centre for Energy and Environmental Sustainability (RCEES) intends to apply its Project Funds from World Bank to payments under the contract for the *Procurement of 4 x 4 SUV Vehicle for the Regional Centre for Energy and Environmental Sustainability (RCEES), UENR*, for which an invitation for tender was issued on the 31st August, 2022 in the Ghanaian Times News Paper (copy attached).
- 1.2 The University of Energy and Natural Resources (UENR), Sunyani issued the tender document through National Competitive Tendering under the guidelines of the Public Procurement Act, 2003 (Act 663) as amended for Supply of the underlisted item:

No.	Description	Quantity
1	4 x 4 SUV Vehicle	1

- 1.3 The submission and closing of tenders was at 11.00 am GMT on 20th September, 2022.
- 1.4 Tenders were opened at 11.00 am on Tuesday, 20th September, 2022. at the Council Chamber, Main Administration Block, UENR in the presence of tenderer's representatives who chose to attend.
- 1.5 At the tender opening, total tender prices, availability of Tender Securities and other information on eligibility were announced as shown in the attachments.
- 1.6 The list of tenders received is shown in **Table 1- Record of Tender Prices at Opening** for items being evaluated.

2.0 STANDARD EVALUATION FORMS

An Evaluation Panel was set up to evaluate and make recommendations for the award of contract. The Panel used the following **Standard Evaluation Forms**, as issued in the Public Procurement Act, 2003 (Act 663) as amended.

- a) **Table 1-** Record of Tender Prices at Opening
- b) **Table 2-** Preliminary Examination of Tenders
Table 2a- Commercial Responsiveness
Table 2b- Technical Responsiveness
- c) **Table 3-** Substantially Non-responsive Tenders
- d) **Table 4-** Correction, Conversion and Adjustment of Tender Prices
- e) **Table 5-** Exchange Rate
- f) **Table 6A-** Currency Conversion (Multiple Currencies)
(Not Applicable)
- g) **Table 6B-** Currency Conversion (Single Currency)
- h) **Table 7-** Additions, Unconditional Discounts
- i) **Table 8A-** Domestic Preference for Goods **(Not Applicable)**
- j) **Table 8B-** Domestic Preference for Works **(Not Applicable)**
- k) **Table 9-** Postqualification
- h) **Table 10-** Proposed Contract Award

3.0 **METHOD OF EVALUATION**

The Evaluation Panel adopted a two-stage evaluation method in identifying the lowest evaluated responsive tenderer. These were Preliminary Examination under **Table 2 (note Table 2 is a Summary of Table 2a and 2b)**, and Detailed Price Examination under **Tables 4 & 7**.

3.1 **Preliminary Examination**

3.1.1 The following details were verified to ascertain their correctness.

- i. Signed Tender Form
- ii. Delivery Period

- iii Cost, Insurance, Paid (CIP) UENR, Sunyani.
- iv. Responsiveness to the Technical Specifications
- v. Other conditions indicated in the Invitation to Tenders

3.1.2 The information available in each tender was verified to identify and eliminate those which were found to be incomplete, invalid or substantially non-responsive to the terms and conditions in the tender document.

3.1.3 The findings were summarised on **Table 2**. A "**Yes**" stands for tenders which have met the terms and conditions requested for in the tender document, while a "**No**" stands for non compliance.

3.1.4 Tenders with deviations from the minimum conditions were declared non responsive. (**Refer to Table 2, Table 2a and 2b**). Those tenders declared responsive in Table 2 were passed on to **Table 4 and 7-** Detailed Examination.

3.2 Detailed Examination

3.2.1 Under detailed examination price verification was carried out to identify discrepancies between unit and total prices. Corrections were made accordingly on Table 4. Where additions are detected in the tenders, Table 7- Additions, Unconditional Discounts is applied.

4.0 RECOMMENDATION FOR AWARD OF CONTRACT

On the basis of the evaluation (outlined in this Report), which was carried out in accordance with the Tender Document, we recommend accepting the tender for the lowest evaluated responsive tenderer and which has been determined as qualified and capable of performing the Contract below.

Standard Tender Evaluation Forms

For

**PROCUREMENT OF 4 X 4 SUV VEHICLE FOR THE REGIONAL CENTRE FOR
ENERGY AND ENVIRONMENTAL SUSTAINABILITY
(RCEES), UENR**

S/NO 1

Summary Evaluation Data & Award Recommendations


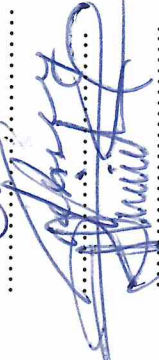



1. Project Name: S/NO. 1: Procurement of 4 x 4 SUV Vehicle for the Regional Centre for Energy and Environmental Sustainability (RCEES), UENR
2. Contract Name: S/NO. 1: Procurement of 4 x 4 SUV Vehicle for the Regional Centre for Energy and Environmental Sustainability (RCEES), UENR
- Contract Number: IFT NO.: BA/UENR/GD/010/22(BA/UENR/RCEES/GD/010/22)
3. Tender Opening Date: 20th September, 2022 at 11.00 am

4. TENDER EVALUATION SUMMARY

No.	Tenderer	Read Out Tender Price	Converted to Common Currency	Substantially Responsive (Yes or No)	Evaluated Tender Price	Rank	Remarks
1	Klataa Engineering Solutions Company Limited	1,740,000.00	GH¢	NO	N/A	N/A	No Recommendation

5. The lowest evaluated tenderer has been determined to be qualified and capable of performing the contract.
6. On the basis of the evaluation (outlined in the attached Report), which was carried out in accordance with the Tender Documents, we recommend accepting the tender of the lowest evaluated tenderer, which has been determined as qualified and capable of performing the Contract for the

EVALUATION PANEL

Name	Designation	Signature	Date
Prof. Simon Abugre	Chairman		17/10/2022
Mr. John-Baptist Siddick	Member		17/10/2022
Mr. Paul Nana Nketiah	Member		18/10/2022
Mr. Ebenezer T. Lanor	Member		18/10/2022
Mr. Kofi Dwomoh	Secretary		17/10/2022

FORM 1

Project: S/NO. 1: Procurement of 4 x 4 SUV Vehicle for the Regional Centre for Energy and Environmental Sustainability (RCEES), UENR

Contract: S/NO. 1: Procurement of 4 x 4 SUV Vehicle for the Regional Centre for Energy and Environmental Sustainability (RCEES), UENR

The following tenders were received by the tender closing deadline fixed at **11.00 am on 20th September, 2022** and were immediately opened thereafter.

Table 1. Record of Tender Prices (as read out) at Opening

No	Tenderer Identification			Read-Out Tender Prices		Modifications or Comments or Discounts
	Name	Address	Nationality	Currency	Amounts	
(a)	(b)	(c)	(d)	(e)	(f)	(g)
1	Klataa Engineering Solutions Company Limited	P.O. BOX CT 9144, CANTONMENTS- ACCRA	Ghanaian	GH¢	1,740,000.00	Nil

Table 2. Preliminary Examination

No.	Tenderer	Verification*	Eligibility**	Tender Security*** (2% of Tender Price)	Completeness of Tender****	Substantial***** Responsiveness	Acceptance for Detailed Examination
	(a)	(b)	(c)	(d)	(e)	(f)	(g)
1	Klataa Engineering Solutions Company Limited	YES	NO	YES	YES	NO	NO

* Signed Tender Form & Price Schedule; Manufacturer's Authorization

** Valid Business Registration Certificate; Valid Tax Clearance Certificate; VAT Registration Certificate; Valid SSNIT Certificate

***Tender Security (2% of Tender Price; from a recognized bank or Insurance Company; valid 28 days beyond tender validity date

**** No partial tenders; No Erasures, additions or other changes not initialed; No missing pages in the original tender; Qualification Information provided

*****No price variation from original; No different specifications from original; No phasing of contract

Table 2 (a). Preliminary Examination (Commercial Responsiveness)

No.	Tenderer	Delivery Period (12 Weeks after contract signing) (b)	Payment Terms (1 Week after delivery) (c)	Tender Validity Period (120 Days) (d)	Audited Accounts (2020 and 2021) (e)	List of at least 3 users who have purchased similar Furniture in the last 2 years (g)	INCOTERMS [Delivery to Site -CIP] (h)	Commercially Responsive (YES/NO) (i)	Acceptance for Detailed Examination (j)
1									
2									
3									

Table 2 (b). Preliminary Examination (Technical Responsiveness)

S/NO. 1: Procurement of 4 x 4 SUV Vehicle for the Regional Centre for Energy and Environmental Sustainability (RCEES), UENR

Table 3. Substantially Non-responsive Tenders

No	Tender	Reasons for Rejection
1	Klataa Engineering Solutions Company Limited	The firm was disqualified at the Preliminary Stage because the Firm submitted an Official Receipt instead of Clearance Certificate from SSNIT.

Table 5. Exchange Rates

Currency Used for Tender Evaluation: **GHANA CEDI**

Effective Date of Exchange Rate: N/A

Authority or Publication Specified for Exchange Rate: N/A

Note: Attach copy of exchange rates provided by specified authority or publication.

Table 6A. Currency Conversion (Multiple Currencies)

Specify Evaluation Currency: _____

N/A FOR THIS TENDER	Tenderer	Currency(ies) of Tender	Corrected/Discounted Tender Price(s)	Applicable Exchange Rate(s) ¹	Evaluation Currency	
					Tender Price(s) (e) = (c) x (d)	Total Tender Price ² (f)
	(a)	(b)	(c)	(d)		

Note: Columns *a*, *b* and *c* are from Table 4, columns *a*, *b* and *i*.

¹ Column *d* is from Table 5.

² Column *f* is the sum of Tender prices in column *e* for each Tenderer.

Table 6B. Currency Conversion (Single Currency)

Specify Evaluation Currency: **GHANA CEDI**

Tenderer	Corrected/Discounted Tender Price (in specified currency)	Payment Composition ¹		Exchange Rate Used by Tenderer ¹	Amounts in Currency of Payment	Exchange Rate for Evaluation ²	Evaluation Currency	
		Currency of Payment	Percent of Total Tender				Tender Prices	Total ³
(a).....	(b)	(c)	(d)	(f)	(g) = (e) x (f)	(h)	(i) = (g) x (h)	(l)
.....								
.....								
.....								

Note: Columns *a* and *b* are from Table 4, columns *a* and *i*.

¹ Columns *c*, *d*, and *f* are provided in the STDLW Appendix to Tender and in the (Form of) Contractor's Tender in the STDSW.

² Column *h* is from Table 5.

³ Column *j* is the sum of Tender prices in column *i* for each Tenderer.

Table 7. Additions, Adjustments, and Priced Deviations

No.	Tenderer	Corrected/Discounted Tender Price ¹	Additions ²	Adjustments ²	Priced Deviations ²	Total Price
	(a)	(b)	(c)	(d)	(e)	(f) = (b) + (c) + (d) + (e)
1						
2						

Column *b* is from either Table 8, column *f* or Table 9, column *j*.

² Each insertion in columns *c*, *d*, or *e* should be footnoted and explained in adequate detail, accompanied by calculations. Refer to paras. 6(e), 6(f), and 6(g) respectively of the Guidance Notes on Opening & Evaluation of Tenders.

Table 8A. Domestic Preference for Goods

Specify Evaluation Currency: _____

N/A FOR THIS TENDER

Tenderer	Domestic Preference Group ¹ (b)	Total Price ² (c)	Exclusions for Preference ³ (d)	Revised Total (e) = (c) - (d)	Prevailing Tariff (%) ⁴ (f)	Domestic Preference (%) ⁵ (g)	Preference Price ⁶ (h)	Total Comparison Price (i) = (e) + (h)
(a)								

¹ Column *b* refers to Groups A, B, or C, as indicated by Tenderer, subject to verification by the Evaluation Panel.

² Column *c* is from Table 7, column *f*. If the lowest total price is from a Group A or Group B Tenderer, it is the lowest evaluated Tenderer, and the remainder of the table need not be filled out. Columns *d* through *h* need to be filled out only for Group C Tenders.

³ Column *d* is the sum of costs in columns *d* and *e* from Table 7 plus other costs incurred within Ghana. Footnotes should be provided to explain the significant components of column *d*.

⁴ Column *f* is the sum of duties and import taxes on the particular items or group of similar items as a percent of the CIF or CIP price. Refer to para. 7(a) of the Guidance Notes on Opening & Evaluation of Tenders.

⁵ Column *g* will be the smaller of 20 percent or the prevailing tariff in column *f*.

⁶ Column *h* for Group A Tenderers is zero. Group B Tenderers at this stage should no longer be compared. For Group C Tenderers, column *h* is the product of columns *e* and *g*.

Table 8B. Domestic Preference for Works

Specify Evaluation Currency: _____

N/A FOR THIS TENDER

Tenderer	Domestic Preference Group ¹ (b)	Total Price ² (c)	Exclusions for Preference ³ (d)	Revised Total (e) = (c) - (d)	Preference 4 f	Total Comparison Price (g) = (c) + (f)
(a)						

¹ Column b refers to Group A (eligible domestic Tenderers) or Group B (others) as indicated by Tenderer, subject to verification the Evaluation Panel.

² Column c is from Table 7, column f. If the lowest priced Tender is from a Group A Tenderer, it is the lowest evaluated Tenderer, and the remainder of the table need not be filled out.

³ Column d is the sum of costs in columns d and e from Table 7. An attachment should be provided to explain the significant components of column d. Columns d and e may be left blank for Group A Tenderers.

⁴ Column f for Group A Tenderers is zero. For Group B Tenderers, column f is 10 percent of column e.

Table 9. Postqualification

Tenderer	Constitution or legal status of Tenderer	Total annual volume of supplies made in the last two years in GH¢:	Supplies performed as prime Supplier on works of similar nature and volume over the last two years.	Financial reports for the last two years	Names, addresses and telephone, telex, facsimile numbers and email addresses of banks that may provide references if contacted by the Purchaser.	Information on current litigation in which the Tenderer is involved	Substantially Responsive/ Non-Responsive ¹² to Postqualification Criteria	Remarks
	(a) 1. Place of registration: 2. Date of registration: 3. Principal place of business: 4. Power of attorney of signatory of Tenderer:	(b)	(c)	(d)	(e)	(f)	(g)	(h)

¹ List here all the Qualifying Criteria for Postqualification provided in the Tender Documents, which Tenderers must comply with for their them to be considered for Contract Award. For each criteria, indicate “yes” for satisfactory and “no” for unsatisfactory

² Give reason(s) for substantial responsiveness as footnote(s)

Table 10: Proposed Contract Award

1. Lowest evaluated responsive Tenderer (proposed for contract award). (a) name (b) address		
2. If Tender submitted by agent, list actual supplier. (a) name (b) address	Not Applicable	
3. If Tender from joint venture, list all partners, nationalities, and estimated shares of contract.	Not Applicable	
4. Principal country of origin of goods/materials.		
5. Estimated date (month, year) of contract signing.		
6. Estimated delivery to project site/completion period.		
7. Tender Price(s) (Read-out)	Currency	Amount
	GH¢	
8. Corrections	Nil	Nil
9. Discounts	Nil	Nil
10. Other Adjustments	Nil	Nil
11. Evaluated Tender Price for the Proposed Award	GH¢	

ANNEXES

- A. TENDER OPENING RECORD FORM**
- B. TENDER OPENING MINUTES**
- C. ATTENDANCE REGISTER—TENDERERS’
REPRESENTATIVES**
- D. ATTENDANCE REGISTER—PURCHASER’S
REPRESENTATIVES**
- E. REGISTER OF PURCHASE OF TENDER
DOCUMENTS**
- F. COPY OF ADVERT**
- G. OTHERS**

**A. TENDER
OPENING RECORD
FORM**

UNIVERSITY OF ENERGY AND NATURAL RESOURCES
TENDER OPENING CHECKLIST


DATE: 20TH SEPTEMBER, 2022
 PROCUREMENT METHOD: NATIONAL COMPETITIVE TENDER
 CONTRACT NAME: S/NO 1: PROCUREMENT OF 4 X 4 SUV VEHICLE FOR THE REGIONAL CENTRE FOR ENERGY AND ENVIRONMENTAL SUSTAINABILITY (RCEES), UENR
 CONTRACT PACKAGE NO.: BA/UENR/GD/010/22
 (BA/UENR/RCEES/GD/010/22)

NO.	TENDERER'S NAME	DS	CERTIFICATES					BID SECURITY (2%)	TENDER PRICE (GH¢)	REMARKS
			BRC	VAT	SSNIT	TAX	PPA			
1	KLITMA Energy Solutions Company Limited	✓	✓	✓	Receipt	✓ 30/8/22	15/3/2022	40,000.00	1,740,000.00	
2										
3										
4										
5										

.....

 CHAIRMAN

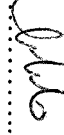
DATE: 20/9/2022

.....

 SECRETARY
 DATE: 20/09/2022


- KEY**
- DS-Document Signed
 - VAT-Value Added Tax Certificate
 - BRC- Business Registration Certificate
 - TAX-Valid Tax Clearance Certificate
 - SSNIT-Valid SSNIT Clearance Certificate
 - PPA-Public Procurement Authority Registration Certificate

TENDER OPENING COMMITTEE MEMBERS


1. Name: Prof. Simon Atugre

Designation: Chairman Signature: 

2. Name: Ebenezer T. Larwan

Designation: Member Signature: 


3. Name: Paul Nana Nkotchah

Designation: Member Signature: 

4. Name: Kofi Bassemor

Designation: Secretary Signature: 

5. Name: John-Baptist Siedue

Designation: Member Signature: 

6. Name:

Designation: Signature:

7. Name:

Designation: Signature:

8. Name:

Designation: Signature:

B. TENDER OPENING MINUTES

UNIVERSITY OF ENERGY AND NATURAL RESOURCES (UENR), SUNYANI

MINUTES OF THE TENDER OPENING PANEL MEETING FOR NATIONAL COMPETITIVE TENDERING (NCT); PROCUREMENT OF 4 x 4 SUV VEHICLE AND FURNITURE FOR THE REGIONAL CENTRE FOR ENERGY AND ENVIRONMENTAL SUSTAINABILITY (RCEES), UENR HELD ON 20TH SEPTEMBER, 2022 AT THE COUNCIL CHAMBER - UENR

MEMBERS PRESENT

1. Prof. Simon Abugre	Dean, School of Natural Resources	Chairman
2. Mr. John-Baptist Siddick	Ag. Director of Procurement	Member
3. Mr. Paul Nana Nketiah	Deputy Director of Finance	Member
4. Mr. Ebenezer T. Lanor	Transport Engineer	Member
5. Mr. Francis Amponsah-Djan	Rep. for Estate Officer	Member
6. Mr. Kofi Dwomoh	Principal Procurement Assistant	Secretary

IN- ATTENDANCE

A. TENDERERS

1. Mr. Emmanuel Adofo	Mat-Bans Company Limited
2. Mr. Emmanuel T. Cyrus	White Pleasure Company Limited
3. Mr. Eric Okyere	Contra-Focus Limited
4. Mr. Anthony Owusu	Yekna Investment Limited
5. Ms. Mildred Assibey	Yekna Investment Limited

1.0 OPENING

The meeting started with a prayer by Mr. Ebenezer T. Lanor after close of tender submission at 11: 00 am. The Chairman welcomed the Tender Opening Committee Members and tenderers representatives who were present at the tender opening and briefed them on the purpose of the meeting, which were to open the following tenders;

- (i) S/No. 1: Procurement of 4 x 4 SUV Vehicle for the Regional Centre for Energy and Environmental Sustainability (RCEES), UENR.
- (ii) S/No. 2: Procurement of Furniture for the Regional Centre for Energy and Environmental Sustainability (RCEES), UENR:
 - Lot 2A: Office Furniture,
 - Lot 2B: Auditorium Furniture,
 - Lot 2C: Lecture Hall Furniture,
 - Lot 2D: Laboratory Furniture.

The Chairman further informed the Committee and tenderers representatives that, the tender opening session was just the first stage of the tendering process and assured the tenderers of open, transparent and fair process. There was a self-introduction session by all tender Opening Panel Members and Tenderers present.

2.0 OPENING OF TENDER BOX

The locked tender box in which tenderer(s) had deposited their tender was opened in the presence of the Tender Opening Panel and tenderer's representatives who attended the tender opening.

The following Seven (7) Suppliers responded to our advert and purchased the Tender Documents;

1. Toyota Ghana Company Limited, Accra
2. Sneda Motors, Accra
3. Klataa Engineering Solutions Company Limited, Accra
4. Mat-Bans Company Limited, Accra
5. White Pleasure Company Limited, Accra
6. Contra-Focus Limited, Accra
7. Yekna Investment Limited, Accra

However, at the time for the closure of the tender submission, five (5) suppliers submitted their tender documents for the various packages. The suppliers were;

1. Klataa Engineering Solutions Company Limited, Accra
2. Mat-Bans Company Limited, Accra
3. White Pleasure Company Limited, Accra
4. Contra-Focus Limited, Accra
5. Yekna Investment Limited, Accra

3.0 SUBMISSION OF PRELIMINARY REQUIREMENTS

The preliminary requirement indicated in the tender document which the tenderers were required to submit or comply with and their tender prices were read before the tender opening panel and the representatives of tenderers who attended the tender opening meeting.

The requirements indicated in the tender document were as follows:

UNIVERSITY OF ENERGY AND NATURAL RESOURCES (UENR), SUNYANI

- Tender Signed
- Business Registration Certificate
- Valid Tax Clearance Certificate
- Valid SSNIT Clearance Certificate
- VAT Registration Certificate
- Tender Security 2% of Total Tender price
- Public Procurement Authority (PPA) Registration

The tender documents of the tenderers were examined by the committee regarding compliance with these requirements.

UNIVERSITY OF ENERGY AND NATURAL RESOURCES (UENR), SUNYANI

(i) S/No. 1: Procurement of 4 x 4 SUV Vehicle for the Regional Centre for Energy and Environmental Sustainability (RCEES), UENR.

No.	Name of Tenderer(s)	Tender Signed	Business Reg. cert	VAT certificate	Valid Tax Clearance Cert	Valid SSNIT Clearance Cert	PPA Reg. Cert	Tender Security-Bond or Bank Guarantee (2% of Tender Price)	Total Tender price (read-out)
1	Klataa Engineering Solutions Company Limited	√	√	√	√	x	√	Bid Bond from Star Assurance GH¢40,000.00	GH¢1,740,000.00

√: Means tenderer(s) submitted the requirement

x: Means tenderer(s) did not submit the requirement

(ii) S/No. 2: Procurement of Furniture for the Regional Centre for Energy and Environmental Sustainability (RCEES), UENR: Lot 2A: Office Furniture

No.	Name of Tenderer(s)	Tender Signed	Business Reg. cert	VAT certificate	Valid Tax Clearance Cert	Valid SSNIT Clearance Cert	PPA Reg. Cert	Tender Security-Bond or Bank Guarantee (2% of Tender Price)	Total Tender price (read-out)
1	Mat-Bans Company Limited	√	√	√	√	√	√	Bid Bond from Phoenix Insurance GH¢51,620.00	GH¢1,390,250.00
2	Contra-Focus Limited	√	√	√	√	√	√	Bid Bond from SIC Insurance GH¢73,000.00	GH¢1,897,672.00
3	Yekna Investment Limited	√	√	√	√	√	√	Bid Bond from Phoenix Insurance GH¢25,000.00	GH¢1,103,492.00

√: Means tenderer(s) submitted the requirement

x: Means tenderer(s) did not submit the requirement

UNIVERSITY OF ENERGY AND NATURAL RESOURCES (UENR), SUNYANI

**(iii) S/No. 2: Procurement of Furniture for the Regional Centre for Energy and Environmental Sustainability (RCEES), UENR:
Lot 2B: Auditorium Furniture**

No.	Name of Tenderer(s)	Tender Signed	Business Reg. cert	VAT certificate	Valid Tax Clearance Cert	Valid SSNIT Clearance Cert	PPA Reg. Cert	Tender Security (2% of Tender Price)	Total Tender price (read-out)
1	Mat-Bans Company Limited	√	√	√	√	√	√	Bid Bond from Phoenix Insurance GH¢51,620.00	GH¢236,850.00
2	Contra-Focus Limited	√	√	√	√	√	√	Bid Bond from SIC Insurance GH¢73,000.00	GH¢428,480.00

√: Means tenderer(s) submitted the requirement

x: Means tenderer(s) did not submit the requirement

**(iv) S/No. 2: Procurement of Furniture for the Regional Centre for Energy and Environmental Sustainability (RCEES), UENR:
Lot 2C: Lecture Hall Furniture**

No.	Name of Tenderer(s)	Tender Signed	Business Reg. cert	VAT Certificate	Valid Tax Clearance Cert	Valid SSNIT Clearance Cert	PPA Reg. Cert	Tender Security (2% of Tender Price)	Total Tender price (read-out)
1	White Pleasure Company Limited	√	√	√	√	√	√	Bid Bond from Hollard Insurance GH¢23,421.89	GH¢1,054,706.63
2	Mat-Bans Company Limited	√	√	√	√	√	√	Bid Bond from Phoenix Insurance GH¢51,620.00	GH¢818,800.00
3	Contra-Focus Limited	√	√	√	√	√	√	Bid Bond from SIC Insurance GH¢73,000.00	GH¢880,238.00
4	Yekna Investment Limited	√	√	√	√	√	√	Bid Bond from Phoenix Insurance GH¢40,000.00	GH¢1,707,576.00

√: Means tenderer(s) submitted the requirement

x: Means tenderer(s) did not submitted the requirement

UNIVERSITY OF ENERGY AND NATURAL RESOURCES (UENR), SUNYANI

(iv) S/No. 2: Procurement of Furniture for the Regional Centre for Energy and Environmental Sustainability (RCEES), UENR:
 Lot 2D: Laboratory Furniture

No.	Name of Tenderer(s)	Tender Signed	Business Reg. cert	VAT Certificate	Valid Tax Clearance Cert	Valid SSNIT Clearance Cert	PPA Reg. Cert	Tender Security (2% of Tender Price)	Total Tender price (read-out)
1	White Pleasure Company Limited	√	√	√	√	√	√	Bid Bond from Holland Insurance GH¢23,421.89	GH¢116,388.00
2	Mat-Bans Company Limited	√	√	√	√	√	√	Bid Bond from Phoenix Insurance GH¢51,620.00	GH¢134,900.00
3	Contra-Focus Limited	√	√	√	√	√	√	Bid Bond from SIC Insurance GH¢73,000.00	GH¢120,510.00

4.0 ADJOURNMENT

The Chairman thanked the tender opening panel and the representatives of tenderers for attending the meeting. The meeting ended with a prayer by Mr. Francis Amponsah-Djan at 2:20 p.m.

CHAIRMAN




.....

Prof. Simon Abugre

Date: 20/09/2022

SECRETARY



.....

Mr. Kofi Dwomoh

Date: 20/09/2022

**C. ATTENDANCE
REGISTER—
TENDERERS'
REPRESENTATIVES**

**D. ATTENDANCE
REGISTER—
PURCHASER'S
REPRESENTATIVES**






UNIVERSITY OF ENERGY AND NATURAL RESOURCES (UENR), SUNYANI

TENDER OPENING PANEL (TEP) MEETING (NATIONAL COMPETITIVE TENDER, NCT) FOR THE PROCUREMENT OF 4 X 4 SUV VEHICLE FOR THE REGIONAL CENTRE FOR ENERGY AND ENVIRONMENTAL SUSTAINABILITY (RCEES), UENR; PROCUREMENT OF FURNITURE FOR THE REGIONAL CENTRE FOR ENERGY AND ENVIRONMENTAL SUSTAINABILITY (RCEES), UENR: LOT 2A: OFFICE FURNITURE, LOT 2B: AUDITORIUM FURNITURE, LOT 2C: LECTURE HALL FURNITURE, LOT 2D: LABORATORY FURNITURE

ATTENDANCE LIST-STAFF

11:00 AM

20TH SEPTEMBER, 2022

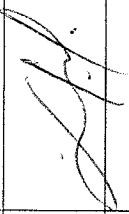

NO.	NAME	DESIGNATION	SIGNATURE	TEL NO.
1	Prof. Simon Abusir	Chairman		0209500070
2	John-Baptist Suddut	Member		0240458484
3	Paul Nwani Nkechi	Member		0246954936
4	Ebenezer T. Lavior	Member		0246167445
5	Francis Ampomah-Djan	Member		0208360079
6	Kofi Sesomok	Secretary		

**E. REGISTER OF
PURCHASE OF
TENDER
DOCUMENTS**

UNIVERSITY OF ENERGY AND NATURAL RESOURCES, SUNYANI

TENDER DOCUMENTS PURCHASE REGISTER

S/NO 1: PROCUREMENT OF 4 X 4 SUV VEHICLE FOR THE REGIONAL CENTRE FOR ENERGY AND ENVIRONMENTAL SUSTAINABILITY (RCEES), UENR

NO.	NAME OF COMPANY	NAME OF REPRESENTATIVE	DATE	TIME	TEL. NO.	RECEIPT NO.	SIGNATURE
1.	TEYETA GARUDA COMPANY LIA.	Anna Pekua	8/09/22	9:40	0206250000	77712	
2.	SHEDA MOTORS	SAMUEL ASARE	09-09-2022	12:39pm	0244313980	07281	FOR: SIM
3.	Klata Eng. Solutions Co. Ltd	Puni Yaa Asanteewa	13-09-2022	11:21am	0244114525	07282	
4.							
5.							
6.							
7.							
8.							
9.							
10.							

F. COPY OF ADVERT



'Heavy fighting' as Ukraine seeks to retake Kherson

FIERCE battles have been reported as Ukraine tries to retake the Russian-occupied southern Kherson region - but military experts have told the BBC it "won't happen quickly".

"Heavy fighting is continuing, our soldiers are working around the clock," said Vitaliy Kim, who heads the neighbouring Mykolaiv region.

Ukraine earlier said it had broken through Russia's first line of defence.

But Russia said Ukrainian troops had been defeated during a failed attack.

The defence ministry in Moscow also said there had been heavy casualties among the Ukrainian forces, but the claims by both Ukraine and Russia have not been independently verified.

Kherson became the first major Ukrainian city to fall into Russian hands in the opening days of the invasion that began on 24 February.

Top Ukrainian military officials have been tight-lipped about giving too many details about its reformed counter-offensive, urging the wider public to be patient.

On Tuesday, Ukraine's Operational Command Centre reported that "positional battles" are ongoing.

It said three key bridges across the Dnipro River had been hit again to make sure they were impassable. In recent weeks, Ukraine has also been using US-supplied HIMARS precision rocket systems to target makeshift Russian pontoon bridges, as well as command posts and ammunition depots.

This is widely seen as part of a targeted effort to cut off Russian troops on the right (western) bank of the river, making it virtually impossible to send troops and weapons resupplies.

However, officials in Kyiv have been cautioning against any expectations of a quick win, describing the offensive as a slow grinding down of the enemy.

Several military experts interviewed by the BBC seem to agree with this.

"The long-term trend is the gradual weakening of the Russian military capability and the gradual strengthening of the Ukrainian capability with Western help," said Sir Alex Younger, a former head of Britain's top Secret Intelligence Service.

He said the Kherson counter-offensive was "all about the urge of Ukraine to demonstrate they can get on the front foot and in turn underpin the resolve of Ukraine and its backers into what is going to be a difficult winter". —BBC

UPPER DENKYIRA EAST MUNICIPAL ASSEMBLY INVITATION TO TENDER | PROCUREMENT OF GOODS NATIONAL COMPETITIVE TENDERING (NCT)

1. The Upper Denkyira East Municipal Assembly has been allocated funds from the District Assemblies Common Fund - Responsive Factor Grant (DACF-RFG) and intends to apply the funds to cover eligible payments under the contract for the procurement of the under listed goods:

LOT NO.	IFT PACK-AGE NO.	CONTRACT DESCRIPTION	QUANTITY (NO)	LOCATION	DELIVERY PERIOD	TENDER SECURITY
LOT.1	CR/UDE-MA/DACF-RFG/NCT/GDS/001/22	SUPPLY OF 600No. DUAL DESK FOR 15No. BASIC SCHOOLS IN THE MUNICIPALITY.	VARIOUS	DUNK-WA-ON-OFFIN	3 WEEKS	2% OF THE TOTAL TENDER PRICE

1. The Upper Denkyira East Municipal Assembly now invites sealed Tenders from eligible Suppliers for the Supply of Goods listed above. Tendering will be conducted through the National Competitive Tendering (NCT) procedures specified in the Public Procurement Act, Act 663, 2003 and the Public Procurement (Amendment) Act 2016 Act 914 and the Guidelines of the Public Procurement Authority of the Republic of Ghana.

2. Interested eligible tenderers may obtain further information from the Office of the Upper Denkyira East Municipal Co-ordinating Director, and inspect the Tender documents at the address given below from 09:00 hours to 17:00 hours GMT on working days.

3. Tender documents (and additional copies) may be purchased at the address stated below for a non-refundable fee of Three Hundred Ghana Cedis (GH¢300.00) only, for each set. The document will be obtained personally and with an application letter. Tenderers are advised to use the address stated below for obtaining information, inspection and purchase of Tender Document.

4. Tenders must be deposited into the box located at the address below at or before 10:00 hours GMT on 2nd September 2022. Tenders shall be valid for a period of 90 days after the deadline of Tender submission. All Tenders must be accompanied by

a Tender Security of 2% of the total Tender price stated in the table above for each package. Late Tenders will be rejected. Tenders will be opened in the presence of the Tenderer's representative, who chooses to attend at the Conference Room of the Upper Denkyira East Municipal Assembly at 10:00 hours GMT on 16th September, 2022.

Address for information, inspection and purchase of Tender Document
Name: The Municipal Co-ordinating Director
Upper Denkyira East Municipal Assembly
Postal Address: P. O. Box DW 50,
City: Dunkwa-on-Offin
Region: Central
Country: Ghana
Telephone Number: 0332229145

Address for Tender submission and opening
Name: The Secretary,
Municipal Tender Committee
Upper Denkyira East Municipal Assembly
Postal Address: P. O. Box DW 50
City: Dunkwa-On-Offin
Region: Central
Country: Ghana
Location for Tender Submission is: Office of the Municipal Co-ordinating Director



UNIVERSITY OF ENERGY AND NATURAL RESOURCES (UENR), SUNYANI-GHANA

INVITATION FOR TENDERS NATIONAL COMPETITIVE TENDERING (NCT)

1. The University of Energy and Natural Resources, Sunyani intends to apply part of its budgetary allocation to fund eligible payments under the contracts for the supply of the underlisted items:

S/NO	Description	Quantity	Contract Package No.	Cost of Tender Document
1	Procurement of 4 x 4 SUV Vehicle for the Regional Centre for Energy and Environmental Sustainability (RCEES), UENR	1 No.	BA/UENR/GD/010/22 (BA/UENR/RCEES/GD/010/22)	GHC 500.00
2	Procurement of Furniture for the Regional Centre for Energy and Environmental Sustainability (RCEES), UENR: Lot 2A: Office Furniture, Lot 2B: Auditorium Furniture, Lot 2C: Lecture Hall Furniture Lot 2D: Laboratory Furniture	Various	BA/UENR/GD/006/22 BA/UENR/GD/009/22 (BA/UENR/RCEES/GD/007/22)	GHC 500.00 for each Lot.

2. The University of Energy and Natural Resources, Sunyani now invites sealed Tenders from eligible suppliers for the Supply of the above listed items. Tendering will be conducted through the National Competitive Tendering (NCT) method procedures specified in the Public Procurement Act 2003 (Act 663) as amended, and the Guidelines of the Public Procurement Authority (PPA) of the Republic of Ghana.

3. Tenderers may obtain further information and inspect the tender document at the UENR Procurement Directorate Building from 9:00am to 4:00pm, each working day from Wednesday, 31st August, 2022.

4. A complete set of Tender Documents in English may be purchased by the interested Tenderers upon submission of a written application to the address below and upon payment of a non-refundable fee of GHC 500.00 for Tender Document for each package at the Finance Directorate, UENR.

NB: GHC 500.00 for the package Serial Number 1 (S/NO 1) and each Lot in Serial Number 2 (S/NO 2).

5. Tenders must be delivered to the address below at or before 11:00 a.m. on Tuesday, 20th September, 2022. Tenders shall be valid for 120 days after the deadline of submission of Tenders. All tenders must be accompanied by a Tender Security of 2% of the Tender price.

Late Tenders will not be accepted and will be returned unopened to the Tenderer. Tenders will be opened immediately after the closing time of submission of tenders in the presence of the Tenderers' representatives, who choose to attend at the University's Council Chamber, University of Energy and Natural Resources, Sunyani at 11:00 a.m., on Tuesday, 20th September, 2022.

6. Address for purpose of Tender submission:

The Vice-Chancellor
ATTN: Ag. Director of Procurement
University of Energy and Natural Resources
P.O. Box 214
Sunyani, Ghana

7. Location for the submission of tenders:

The Procurement Directorate Building
Opposite UENR Basic School
University of Energy and Natural Resources
(UENR) Sunyani, Ghana
Telephone: 0352290367/0244535464
Email: procurementdirector@uenr.edu.gh

8. It is mandatory that Tenderers include in their tender the underlisted statutory requirements.

- Valid GRA Tax Clearance Certificate.
- Valid SSNIT Clearance Certificate.
- Valid VAT Registration Certificate.
- Valid Business Registration Certificate.
- Valid Certificate of Incorporation.
- Valid Certificate of Commencement.
- Valid Registration Certificate from PPA.

**G. TENDER
SUBMISSION SHEETS**

ATTACHMENTS

A. TENDER DATA SHEET

Tender Data Sheet

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

Introduction	
ITT.1.1	Name of Purchaser: University of Energy and Natural Resources, Sunyani
ITT. 2.1	The Source of Funds is Internally Generated Funds (IGF)
ITT. 2.1	Name of Contract: Procurement of 4 x 4 SUV Vehicle for the Regional Centre for Energy and Environmental Sustainability (RCEES), UENR.
ITT 7.1	Purchaser's Name: University of Energy and Natural Resources Address: P.O Box 214, Sunyani Telephone or telex : 0352290367/0244535464 Email Address: procurementdirector@uenr.edu.gh
ITT 8.1	Purchaser can modify Tender documents before the Deadline for submission of Tenders by issuing Addenda.
ITT 9.1	Language of the Tender: English.

TENDER PRICE AND CURRENCY	
ITT 12.1 (i)	The price quoted shall be : The prices shall include all duties, taxes and other levies. The prices should be expressed in the term of EXW in Ghana Cedis (GH¢).
ITT 12.1 (ii)	The Prices for inland transportation: GH¢..... The prices for insurance: GH¢..... The prices for other local cost: GH¢.....
ITT 12.1 (iii)	The price of other incidental services : (a)GH¢..... (b)GH¢..... IGH¢..... Total CIP to <i>[name of final destination]</i> GH¢.....
ITT 12.4	The prices shall be fixed
ITT 13.1	The prices shall be quoted in New Ghana Cedis (GH¢)

PREPARATION AND SUBMISSION OF TENDERS

ITT 14.3
I

A. Qualification requirements.

- i) The offered goods/equipment shall be latest and in current production for minimum of 2 years. If the offered model is new, the manufacturer must have experience in producing the similar model for a minimum of 2 years.
- ii) The Tender shall furnish a list of users who had purchased same/similar goods/equipment in last 2 years., and number of equipment sold to them. They will be used as references to check the performance of the offered model, if necessary.
- iii) Compliance with variation from the departmental requirement of the technical specification shall be duly filled in the offered specification column of the Technical Specification.
- iv) Separate Tender shall be submitted for each package. No Tender will be considered if the offered quantity is different from that specified in the Technical Specification.
- v) An agent can submit Tenders on behalf of more than one manufacturer but separate complete Tenders including Tender security shall be submitted for each manufacturer.
- vi) If an Agent submits Tenders on behalf of more than one Manufacturer, unless each such Tender is accompanied by a separate Tender Form for each Tender, and a Tender security, when required, for each Tender, and authorization from the respective Manufacturer, all such Tenders will be rejected as non-responsive.
- viii) Other qualifications.

B. ARRANGEMENT OF TENDER SUBMISSION

Tender Should be submitted in the following order

1. Tender Form and Price Schedule;
2. Power of Attorney;
3. Tender Security;
4. Statutory documents (SSNIT, VAT, TAX, Business Registration Certificates and PPA);
5. Technical Specification Offered;
6. Warranty, Country of Origin, Delivery Period, Payment terms, Validity Period;
7. Manufacturer's Authorization;
8. List and addresses of at least 3 users who have purchased same/similar goods/equipment in last 2 years from your firm and the number of equipment/ goods sold to them;

	9. After Sales Service statement; and 10. Any other information of relevance to the Tender
ITT 15.3 (b)	AFTER SALES SERVICE: Tenderers should be able to Provide After Sale Services Facilities for Initial three (3) Years of Operation for the vehicles they intend to supply (Statement of After Sale Service should be provided as evidence).
ITT 16.1	Amount of Tender Security: Two percent (2%) of total Tender Price NOTE: The Tender Security must be obtained from a reputable BANK or Recognized Insurance Companies.
ITT 17.1	Tender Validity Period: 120 days.
ITT 18.1	Number of copies: Original and three (3) copies (Making it a total of 4 Copies required for submission).
ITT 19.2 (a)	Address for Tender submission: The Vice Chancellor ATTN: Ag. Director of Procurement University of Energy and Natural Resources Sunyani.
	IFT title and number: <ul style="list-style-type: none"> • Procurement of 4 x 4 SUV Vehicle for the Regional Centre for Energy and Environmental Sustainability (RCEES), UENR. • BA/UENR/GD/010/22 (BA/UENR/RCEES/GD/010/22)
ITT 20.1	Deadline for Tender submission: Date : 20th September, 2022 Time : 11:00 am Place : Procurement Directorate, UENR

ITT 22.1	Deadline for Tender Modification and Withdrawal: Twenty-four (24) hours prior to the deadline for Tender Submission as per ITT 20.1 Date : 19th September, 2022 Time : 4:00 pm Place : Procurement Directorate, UENR
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ITT 23.1	Tender Opening: Date : 20th September, 2022 Time : 11:00 am Place: The Council Chamber, University of Energy and Natural Resources (UENR) Ground Floor, Main Administration Block - Sunyani
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TENDER EVALUATION

ITT 28.4

Criteria for Tender evaluation shall be in stages:

The evaluation will be done in stages as indicated below:

a) Stage 1: Preliminary Examination:

The tenderers qualification requirements listed below shall be treated as mandatory requirements to be used as criteria for evaluation of tenders in the first stage. Tenderers are required to provide documentary evidence for consideration.

Qualification Requirements

- Tender Signed
- Business Registration Certificate with currently renewed receipt.
- Valid Tax clearance certificate
- VAT registration certificate
- Valid SSNIT clearance certificate
- Public Procurement Authority (PPA) Registration Certificate
- Tender Security (**2% of Tender Price from Reputable Bank/ Recognized Insurance firm**)

Submission of Brochures: As apart of the requirements, tenderers are required to submit brochures on the specification of the brands they intend to supply.

Only tenderers whose tender pass the qualification requirements will be considered for the second stage.

b) Stage II. The Preliminary Examination (Commercial Responsiveness) would be done using the underlisted:

- Payment Terms (**1 Week after delivery and upon the submission of invoices**)
- Delivery Period (**at most 12 weeks**)
- Tender Validity Period (**at least 120 days**)
- Warranty Period (**3 Years from date of Delivery or 100,000km whichever Comes first**)
- List of at least three (3) References for similar supply
- Audited financial Accounts for **2020** and **2021**

c) Stage III. The Technical Evaluation would be done using minimum specification method. Brochures submitted by tenderers will also be inspected and examined.

Tenderers who will appropriate our specification indicated in the Technical Specification column of the tender document will be passed to the next stage of the evaluation (Financial Evaluation)

d). Stage IV. Evaluation of financial proposals of only the tenderers who passed the first **three (3) stages** will be considered for the financial evaluation.

	<p>e) Stage V. After sales services support Capacity and willingness to provide: - Servicing & Maintenance facilities. -Availability of Spare parts.</p> <p>NB: The contract will be awarded to the tenderer who passes all the five (5) stages of evaluation.</p>
ITT 28.5 (a)	<p>Delivery schedule: Relevant parameters of delivery:</p> <p>(i) Delivery shall take place at the premises of the University. (ii) (iii) <i>[Specify relevant parameters, if any required.]</i> Adjustment expressed as a percentage of : 0.1% per day of the value of Delayed Goods.</p>
ITT 28.5 I	<p>Cost of spare parts: GHC. [in total] : GHC.[per unit]</p> <p>Initial period of operation is: 2 years. List of items required is annexed to the Technical Specification.. Not Applicable</p>

ITT 28.5 (f)	<p>Specific additional criteria are :</p> <p>(i) (ii) (iii) <i>[If not applicable in Tender Data Sheet specify details on the evaluation method in the Technical Specifications.]</i></p>
ITT 28.5 Alternative	<p><i>[Specify the evaluation factors(s) if alternative provision is added in ITT 28.5.]</i> Not Applicable</p>
ITT 29.1	<p>A margin of preference shall be given up to 15% high cost than the lowest evaluated Tender. Not Applicable</p>
CONTRACT AWARD	
ITT 33.1	<p>Percentage for quantity increase or decrease: One Hundred per cent (100%)</p>
ITT 35.1	<p>Notification of Award shall be sent to the successful Tenderer at any time prior to expiration of Tender Validity.</p>
ITT 37.1	<p>Tenderer shall deliver a Performance Security of 10% in the amount as specified in the Notification of Award and in the form of Bank Guarantee within 14 days of the receipt of Notification of Award.</p>

**B. TENDER
EVALUATION
SHEETS**

UNIVERSITY OF ENERGY AND NATURAL RESOURCES, SUNYANI
TENDER EVALUATION FOR THE NATIONAL COMPETITIVE TENDERING: PROCUREMENT OF 4 X 4 SUV VEHICLE
FOR THE REGIONAL CENTRE FOR ENERGY AND ENVIRONMENTAL SUSTAINABILITY (RCEES), UENR

S/NO 1

BA/UENR/GD/010/22
 (BA/UENR/RCEES/GD/010/22)

STAGE 1: PRELIMINARY REQUIREMENTS

No	Name of Tenderer(s)	Tender Signed	Business Reg. cert	VAT Certificate	Valid Tax Clearance Cert	Valid SSNIT Clearance Cert	PPA Reg. Cert	Tender Security-Bond or Bank Guarantee (2% of Tender Price)	Responsive/ Non-Responsive
1	Klataa Engineering Solutions Company Limited	✓	✓	✓	✓ 29/09/22	SSNIT's Official Receipt	✓ 13/03/23	✓ Bid Bond from Star Assurance GH¢40,000.00	Non-responsive

Signed.....*[Signature]*
 (Chairman, Tender Evaluation Panel)

Date.....*5/10/2022*

Signed.....*[Signature]*
 (Secretary, Tender Evaluation Panel)

Date.....*05/10/2022*

UNIVERSITY OF ENERGY AND NATURAL RESOURCES, SUNYANI

TENDER EVALUATION FOR THE NATIONAL COMPETITIVE TENDERING: PROCUREMENT OF 4 X 4 SUV VEHICLE FOR THE REGIONAL CENTRE FOR ENERGY AND ENVIRONMENTAL SUSTAINABILITY (RCEES), UENR

S/NO 2B

BA/UENR/GD/010/22

(BA/UENR/RCEES/GD/010/22)

STAGE 2: COMMERCIAL RESPONSIVENESS

REQUIREMENTS	
Payment Terms (1 Week after delivery and upon the submission of invoices))	Klataa Engineering Solutions Company Limited
Delivery Period: (at most 12 Weeks)	As Per Tender Document
Tender Validity Period: (at least 120 days)	12 Weeks
Power of Attorney	120 Days
Manufacturer's Authorization	Provided
After Sales Service: Tenderers should be able to Provide After Sale Services Facilities for Initial three (3) Years of Operation for the vehicles they intend to supply (Statement of After Sale Service should be provided as evidence).	Sub Manufacturer's Authorization Provided
Warranty Period (3 Years from date of Delivery or 100,000km whichever Comes first)	3 Years or 100,000km whichever Comes first
Audited financial Accounts for 2020 and 2021	Provided
List of at least three (3) References for similar supply.	Provided (2021 and 2020)
Responsive/ Non-Responsive	
Provided	

Signed.....
(Chairman, Tender Evaluation Panel)
Date.....

Signed.....
(Secretary, Tender Evaluation Panel)
Date.....

UNIVERSITY OF ENERGY AND NATURAL RESOURCES, SUNYANI

**TENDER EVALUATION FOR THE NATIONAL COMPETITIVE TENDERING: PROCUREMENT OF 4 X 4 SUV VEHICLE
FOR THE REGIONAL CENTRE FOR ENERGY AND ENVIRONMENTAL SUSTAINABILITY (RCEES), UENR**

S/NO 2B

BA/UENR/GD/010/22

(BA/UENR/RCEES/GD/010/22)

STAGE 3: TECHNICAL EVALUATION

No.	MINIMUM REQUIRED SPECIFICATION	Qty	OFFERED SPECIFICATION
	4 X 4 SUV VEHICLE	1 No.	Klataa Engineering Solutions Company Limited
ENGINE			
1	Number of cylinders	6	Number of cylinders
2	Engine type	V engine	Engine type
3	Fuel type	Diesel	Fuel type
4	Displacement (cc)	3346	Displacement (cc)
5	Max power kw/rpm	225/4000	Max power kw/rpm
6	Max power Hp/rpm	306/4000	Max power Hp/rpm
7	Max torque Nm	700/1600-2600	Max torque Nm
BODY			
8	Body style	Station wagon	Body style
9	Number of doors	5 doors	Number of doors
DIMENSIONS			
10	Dimensions (L*W*H) in mm	5115×1980×1945	Dimensions (L*W*H) in mm
11	Ground clearance (mm)	235	Ground clearance (mm)
12	Wheelbase (mm)	2850	Wheelbase (mm)
TRANSMISSION			
13	Transmission	All time 4×4	Transmission
14	Gearbox	Automatic	Gearbox
15	Rear differential	Manual locking	Rear differential

16	Central differential	Limited slip		Central differential	Limited slip
WEIGHT/CAPACITIES				WEIGHT/CAPACITIES	
17	Fuel tank capacity (L)	80		Fuel tank capacity (L)	80
18	Additional fuel tank capacity	30		Additional fuel tank capacity	30
19	Curb weight (kg)	2605		Curb weight (kg)	2605
20	Gross vehicle weight (kg)	3230		Gross vehicle weight (kg)	3230
21	Number of seats	7		Number of seats	7
BRAKES				BRAKES	
22	Front brake	Ventilated discs		Front brake	Ventilated discs
23	Rear brake	Ventilated discs		Rear brake	Ventilated discs
24	Parking brake	Electric		Parking brake	Electric
SUSPENSIONS				SUSPENSIONS	
25	Front suspension	Double triangle		Front suspension	Double triangle
26	Rear suspension	Link suspension		Rear suspension	Link suspension
27	Adaptive variable suspension	Without		Adaptive variable suspension	Without
TYRES				TYRES	
28	Tyre dimension	265/65 R18		Tyre dimension	265/55 R20, Alloy
EXTERIOR				EXTERIOR	
29	Wheels	Aluminium		Wheels	Aluminium
30	Front grill	Black		Front grill	Black
31	Front bumpers	Coloured without chrome		Front bumpers	Coloured without chrome
32	Rear bumpers	Coloured without chrome		Rear bumpers	Coloured without chrome
33	Door mirrors	Coloured		Door mirrors	Coloured
34	Adjustable side mirrors	Electric		Adjustable side mirrors	Electric
35	Folding side mirrors	Electric		Folding side mirrors	Electric
36	Spoiler	Rear		Spoiler	Rear
37	Roof rail	Yes		Roof rail	Yes
38	Towing hook	Rear		Towing hook	Rear
INTERIOR AND COMFORT				INTERIOR AND COMFORT	
39	Radio	Radio CD/ MP3		Radio	Radio CD/ MP3

40	Connections	USB, Bluetooth, Apple Carplay, Android Auto		Connections	USB, Bluetooth, Apple Carplay, Android Auto
41	Handsfree kit	Yes		Handsfree kit	Yes
42	Touchscreen	7 inches		Touchscreen	7 inches
43	Wifi	Yes		Wifi	Yes
44	Wireless charging	-		Wireless charging	-
45	Steering wheel audio control	Yes		Steering wheel audio control	Yes
46	Loud speaker	6		Loud speaker	6
47	Multi-media system	-		Multi-media system	Yes
48	Air conditioning	Automatic driver & passenger		Air conditioning	Automatic driver & passenger
49	Coolbox	Yes		Coolbox	Yes
50	Central armrest	Front & Rear		Central armrest	Front & Rear
51	Cup holders	Front & Rear		Cup holders	Front & Rear
52	Power windows	Front & Rear		Power windows	Front & Rear
53	Privacy window	Without		Privacy window	Without
54	Central door locking	Yes		Central door locking	Yes
55	Central door locking whiles driving	-		Central door locking whiles driving	-
56	Smart keys	Yes		Smart keys	Yes
57	Push & start system	Yes		Push & start system	Yes
58	Keyless entry system	Yes		Keyless entry system	Yes
59	Steering wheel	Leather		Steering wheel	Leather
60	Adjustable steering wheel	Height and reach adjustable		Adjustable steering wheel	Height and reach adjustable
61	Sunroof	Electric		Sunroof	Electric
62	Upholstery	Fabric		Upholstery	Synthetic Leather
63	Driver seat	Height and reach adjustable		Driver seat	Height and reach adjustable
64	Power seats	Driver		Power seats	Driver
65	2 nd role seats	Folding 40/60		2 nd role seats	Folding 40/60
66	Power steering	Yes		Power steering	Yes

67	Parking sensor	Front/Rear		Parking sensor	Front/Rear
68	Video camera	Rear		Video camera	Rear
PASSIVE SAFETY					
69	Airbags	Driver, passenger		Airbags	Driver, passenger
70	Anti-theft alarm	Yes		Anti-theft alarm	Yes
71	Seatbelts- front	2×3 points		Seatbelts- front	2×3 points
72	Seatbelts 2 nd role	3×3 points		Seatbelts 2 nd role	3×3 points
73	Seatbelt 3 rd role	2×3 points		Seatbelt 3 rd role	2×3 points
74	Headrests	Front, 2 nd role & 3 rd role		Headrests	Front, 2 nd role & 3 rd role
75	Active headrest	-		Active headrest	-
76	Height adjustable lights	Manual		Height adjustable lights	Manual
77	Spare wheel	Alloy		Spare wheel	Alloy
78	Spare wheel location	Under the vehicle		Spare wheel location	Under the vehicle
ACTIVE SAFETY					
79	Immobilizer	Yes		Immobilizer	Yes
80	Seatbelt warning	Yes		Seatbelt warning	Yes
81	Headlamps	LED		Headlamps	LED
82	Daytime running lights	LED		Daytime running lights	LED
83	Fog lamps	-		Fog lamps	Yes
84	Rain sensor	-		Rain sensor	Yes
85	Electronic stability control	VSC		Electronic stability control	VSC
86	Brake assist	YES		Brake assist	YES
87	Hill start assist control	YES		Hill start assist control	YES
88	ABS	YES		ABS	YES
89	Cruise control	YES		Cruise control	YES
90	Trailer Sway Control (TSC)	YES		Trailer Sway Control (TSC)	YES
91	Demister	Rear windows		Demister	Rear windows
Responsive/ Non-Responsive					

Signed.....
(Chairman, Tender Evaluation Panel)

Date.....

Signed.....
(Secretary, Tender Evaluation Panel)

Date.....

UNIVERSITY OF ENERGY AND NATURAL RESOURCES, SUNYANI

TENDER EVALUATION FOR THE NATIONAL COMPETITIVE TENDERING: PROCUREMENT OF 4 X 4 SUV VEHICLE
FOR THE REGIONAL CENTRE FOR ENERGY AND ENVIRONMENTAL SUSTAINABILITY (RCEES), UENR

S/NO 2B

BA/UENR/GD/010/22
(BA/UENR/RCEES/GD/010/22)

STAGE 4: FINANCIAL EVALUATION

Name of Tenderers	Price Readout (GH¢)	Corrected Tender Price (GH¢)	Converted to Common Currency (GH¢)	Ranking	Recommended Tenderer	Justifications
Klataa Engineering Solutions Company Limited	1,740,000.00	1,740,000.00				

Signed.....
(Chairman, Tender Evaluation Panel)

Date.....

Signed.....
(Secretary, Tender Evaluation Panel)

Date.....

UNIVERSITY OF ENERGY AND NATURAL RESOURCES, SUNYANI
TENDER EVALUATION FOR THE NATIONAL COMPETITIVE TENDERING: PROCUREMENT OF 4 X 4 SUV VEHICLE
FOR THE REGIONAL CENTRE FOR ENERGY AND ENVIRONMENTAL SUSTAINABILITY (RCEES), UENR
S/NO 2B

BA/UENR/GD/010/22
 (BA/UENR/RCEES/GD/010/22)

STAGE 5: AFTER SALES SERVICE REQUIREMENT

Name of Tenderer(s)	Provision of After Sales Service Statement

Signed.....
 (Chairman, Tender Evaluation Panel)

Date.....

Signed.....
 (Secretary, Tender Evaluation Panel)

Date.....

UNIVERSITY OF ENERGY AND NATURAL RESOURCES, SUNYANI
TENDER EVALUATION FOR THE NATIONAL COMPETITIVE TENDERING: PROCUREMENT OF 4 X 4 SUV VEHICLE
FOR THE REGIONAL CENTRE FOR ENERGY AND ENVIRONMENTAL SUSTAINABILITY (RCEES), UENR

S/NO 2B

BA/UNR/GD/010/22
 (BA/UNR/RCEES/GD/010/22)

POST-QUALIFICATION

NO	NAME OF TENDERER(S)	CONSTITUTION OR LEGAL STATUS	TOTAL ANNUAL VOLUME OF SALES	LIST OF USERS OF SIMILAR USERS	QUALIFIED OR NOT QUALIFIED
1					
2					
3					
4					
5					
6					
7					

Signed.....

(Chairman, Tender Evaluation Panel)

Date.....


Signed.....

(Secretary, Tender Evaluation Panel)


Date.....

TENDER EVALUATION COMMITTEE MEMBERS

1. Name: Prof. Simon Atugye

Designation: Chairman Signature: 

3. Name: John Baptist Siddique

Designation: Member & Signature: 

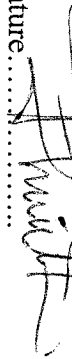
5. Name: Kofi Basimola

Designation: Secretary Signature: 

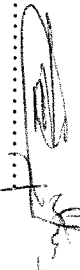
7. Name:

Designation: Signature:

2. Name: Paul Nene Nketah

Designation: Member Signature: 

4. Name: Ebenezer Tetteh Larrier

Designation: Member Signature: 

6. Name:

Designation: Signature:

8. Name:

Designation: Signature:

**C. TENDER
EVALUATION
MINUTES**

MINUTES OF TENDER EVALUATION PANEL (TEP) MEETING HELD ON WEDNESDAY, 5TH OCTOBER, 2022 AT THE GETFUND HOSTEL'S CONFERENCE ROOM, UENR

A. PRESENT

1. Prof. Simon Abugre	Dean, School of Natural Resources	Chairman
2. Mr. John-Baptist Siddick	Ag. Director of Procurement	Member
3. Mr. Paul Nana Nketiah	Deputy Director of Finance	Member
4. Mr. Ebenezer T. Lanor	Transport Engineer	Member
5. Mr. Kwaku O. Mireku	Estate Officer	Member
6. Mr. Kofi Dwomoh	Principal Procurement Assistant	Secretary

1.0 OPENING

The meeting started at 10.30 p.m. with a prayer by the Chairman, Prof. Simon Abugre. The Chairman then welcomed the Panel Members and briefed them on the purpose of the meeting, which was to evaluate the following tenders;

S/No. 1: Procurement of 4 x 4 SUV Vehicle for the Regional Centre for Energy and Environmental Sustainability (RCEES), UENR

S/No. 2: Procurement of Furniture for the Regional Centre for Energy and Environmental Sustainability (RCEES), UENR:

Lot 2A: Office Furniture,

Lot 2B: Auditorium Furniture,

Lot 2C: Lecture Hall Furniture,

Lot 2D: Laboratory Furniture.

At this stage, the Chairman asked the Team from Procurement Directorate to take members through the Evaluation Process.

2.0 MAIN BUSINESS: NATIONAL COMPETITIVE TENDERS

- (i) ***S/No. 1: Procurement of 4 x 4 SUV Vehicle for the Regional Centre for Energy and Environmental Sustainability (RCEES), UENR***

One (1) firm, namely: **Klataa Engineering Solutions Limited** submitted tender.

The Submissions were as follows;

- (i) Klataa Engineering Solutions Limited - GH¢ 1,740,000.00

The firm was however disqualified because they submitted an Official Receipt instead of Clearance Certificate from SSNIT as requested.

Recommendations:

There was no Recommendation for Award of Contract.

(ii) S/No. 2: Procurement of Furniture for the Regional Centre for Energy and Environmental Sustainability (RCEES), UENR: Lot 2A: Office Furniture

Three (3) firms, namely: **Mat-Bans Company Limited; Contra-Focus Limited; and Yekna Investment Limited** submitted tenders.

The Submissions were as follows;

- (i) Mat-Bans Company Limited- GH¢1,390,250.00
- (ii) Contra-Focus Limited - GH¢1,897,672.00
- (iii) Yekna Investment Limited - GH¢1,103,492.00

The underlisted firms were not substantially responsive based on the following reasons:

- a. **Contra-Focus Limited** was not responsive because the List of references provided by the firm were not related to Office Furniture.
- b. **Yekna Investment Limited** was not responsive because of the following reasons;
 - The firm did not provide information on payment terms as requested.
 - The firm did not provide Audited Financial Accounts for 2020 and 2021 as requested

Recommendations:

On the basis of the evaluation which was carried out in accordance with the Tender Documents, the Panel recommended the acceptance of **Mat-Bans Company Limited** at a total Tender Price of **GH¢1,390,250.00**

(iii) Procurement of Furniture for the Regional Centre for Energy and Environmental Sustainability (RCEES), UENR: Lot 2B: Auditorium Furniture,

Two (2) firms, namely: **Mat-Bans Company Limited; and Contra-Focus Limited** submitted tenders.

The Submissions were as follows;

- (i) Mat-Bans Company Limited- GH¢236,850.00
- (ii) Contra-Focus Limited - GH¢428,480.00

Contra-Focus Limited was not substantially responsive because List of references provided by the firm were not related to Auditorium Furniture.

Recommendations:

On the basis of the evaluation which was carried out in accordance with the Tender Documents, the Panel recommended acceptance of **Mat-Bans Company Limited** at a total Tender Price of **GH¢236,850.00**.

(iv) Procurement of Furniture for the Regional Centre for Energy and Environmental Sustainability (RCEES), UENR: Lot 2C: Lecture Hall Furniture.

Four (4) firms, namely: **White Pleasure Company Limited; Mat-Bans Company Limited; Contra-Focus Limited; and Yekna Investment Limited** submitted tenders

The Submission was as follows;

- (i) White Pleasure Company Limited - GH¢1,054,706.63

- (ii) Mat-Bans Company Limited- GH¢818,800.00
- (iii) Contra-Focus Limited - GH¢880,238.00
- (iv) Yekna Investment Limited - 1,707,576.00

The underlisted firms were not substantially responsive based on the following reasons:

- a. **White Pleasure Company Limited** was not responsive because the firm’s proposed Lecture Hall Furniture did not meet our Technical Requirement.
- b. **Contra-Focus Limited** was not responsive because the List of References they provided were not related to Lecture Hall Furniture.
- c. **Yekna Investment Limited** was not responsive because of the following reasons;
 - They did not provide information on the Payment Terms requirement as requested.
 - They did not provide Audited Financial Accounts for 2020 and 2021 as requested

Recommendations:

On the basis of the evaluation which was carried out in accordance with the Tender Documents, the Panel recommended acceptance of **Mat-Bans Company Limited** at a total Tender Price of **GH¢818,800.00**.

- (v) *Procurement of Furniture for the Regional Centre for Energy and Environmental Sustainability (RCEES), UENR: Lot 2C: Lecture Hall Furniture.*

Three (3) firms, namely: **White Pleasure Company Limited; Mat-Bans Company Limited; and Contra-Focus Limited** submitted tenders

The Submission was as follows;

- (i) White Pleasure Company Limited - GH¢116,388.00
- (ii) Mat-Bans Company Limited- GH¢134,900.00
- (iii) Contra-Focus Limited - GH¢120,510.00

Contra-Focus Limited was not substantially responsive because the List of References that the firm provided were not related to Office Furniture

Recommendations:

On the basis of the evaluation which was carried out in accordance with the Tender Documents, the Panel recommended acceptance of **White Pleasure Company Limited** at a total Tender Price of **GH¢116,388.00**.

3.0 ADJOURNMENT

The Chairman expressed appreciation to the Panel for their time, participation, and contribution to the Evaluation Process. The meeting ended at 2.50 p.m.



.....
Prof. Simon Abugre
Date: 05/10/2022



.....
Mr. Kofi Dwomoh
Date: 05/10/2022

**D. INFORMATION
SUBMITTED BY THE
RECOMMENDED
TENDERER**

ORIGINAL

TENDER PRESENTATION



**UNIVERSITY OF ENERGY AND NATURAL
RESOURCES, SUNYANI**

**THE PROCUREMENT OF 4X4 SUV VEHICLE
FOR THE REGIONAL CENTRE FOR ENERGY
AND ENVIRONMENTAL SUSTAINABILITY
(RCEES), UENR**

IFT NO: BA/UENR/GD/010/22

BY

**KLATAA ENGINEERING SOLUTIONS
COMPANY LIMITED**

SEPTEMBER 20, 2022

TENDER CHECK LIST FOR: UNIVERSITY OF ENERGY AND NATURAL RESOURCES

IFT NO: BA/UENR/GD/010/22

OPENING DATE: SEPTEMBER 20, 2022

NO.	CONTENT OF DOCUMENT
1	TENDER FORM & PRICE SCHEDULE
2	PROFORMA INVOICE
3	POWER OF ATTORNEY
4	TENDER SECURITY
5	VAT CERTIFICATE
6	TAX CLEARANCE CERTIFICATE
7	SSNIT CLEARANCE CERTIFICATE
8	CERTIFICATE OF INCORPORATION
9	CERTIFICATE TO COMMENCE BUSINESS
10	P P A CERTIFICATE
11	TECHNICAL SPECIFICATIONS & BROCHURE
12	SCHEDULE REQUIREMENTS
13	MANUFACTURER'S/DEALERS'S AUTHORIZATION
14	QUALIFICATION INFORMATION
15	AFTER SALES SERVICE STATEMENT
16	TENDER INFORMATION SHEET
17	KLATAA COMPANY PROFILE
18	2021 & 2020 AUDITED ACCOUNTS

TENDER FORM

DATE: SEPTEMBER 20, 2022
IFT NO: BA/UENR/GD/010/22

THE VICE CHANCELLOR
ATTN: AG. DIRECTOR OF PROCUREMENT
UNIVERSITY OF ENERGY AND NATURAL
RESOURCES
P. O. Box 214
SUNYANI, GHANA.

Gentlemen and/or Ladies:

Having examined the Tender documents including Addenda the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver **ONE (1) units TOYOTA LANDCRUISER 300 3.3L V6 DSL GXR-V AUTO** in conformity with the said Tender documents for the sum **ONE MILLION, SEVEN HUNDRED AND FORTY THOUSAND GHANA CEDIS ONLY (GH¢ 1,740,000.00)** or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

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

If our Tender is accepted, we will provide a Bank Guarantee acceptable to the Purchaser in a sum equivalent to **10%** of the Contract Price for the due performance of the Contract, in the form prescribed by the Purchaser.

We agree to abide by this Tender for a period of **120** days from the date fixed for Deadline for Tender submission, and it shall remain binding upon us and may be accepted at any time before the expiration of the expiration of that period.

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

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


(if none, state "none")

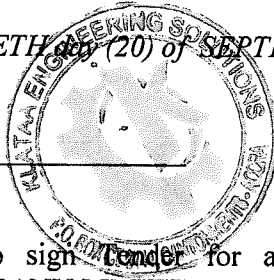
Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

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

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

Dated this TWENTIETH ~~day~~ (20) of ~~SEP~~ SEPTEMBER (93) month of 2022.


[signature]



SALES MANAGER
[(in the capacity of]

Duly authorized to sign ~~Tender~~ for and on behalf of KLATAA ENGINEERING SOLUTIONS COMPANY LIMITED

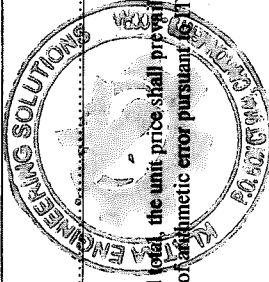
Price Schedule

Name of Tenderer: **KLATAA ENGINEERING SOLUTIONS COMPANY LTD.** IFT No.: BA/UENR/GD/010/22 Page:.....

S.No	Description	Country of Origin	Quantity	Unit Price EXW (specify place)	Total Price EXW	Total Price of inland delivery to final destination	Total CIP site Plus VAT/NHIL	VAT	Total Tender Price	Remarks
1	2 TOYOTA LANDCRUISER 300 3.3L V6 DSL GXR-V AUTO	3 U.A.E	4 1	5 1,459,119.50	6=(4*5) 1,459,119.50	7 1,459,119.50	8=(6+7) 1,459,119.50	9 280,880.50	10=(8+9) 1,740,000.00	11 Delivery: AS INDICATED IN THE TENDER DOCUMENTS
Grand Total (GH₵)									1,740,000.00	

Total Tender Price(in words): ONE MILLION, SEVEN HUNDRED AND FORTY THOUSAND GHANA CEDIS ONLY.

Signature of Tenderer 



Note: 1. In case of discrepancy between unit price and total, the unit price shall prevail.

2. Tenderer must have to accept the correction on arithmetic error pursuant to ITT Clause 26.2

THE VICE CHANCELLOR
ATTN: AG. DIRECTOR OF PROCUREMENT
UNIVERSITY OF ENERGY AND NATURAL
RESOURCES
P. O. Box 214
SUNYANI, GHANA

DATE: SEPTEMBER 20, 2022
IFT NO: BA/UENR/GD/010/22

PRO FORMA INVOICE

TOYOTA LANDCRUISER 300 3.3L V6 DSL GXR-V AUTO

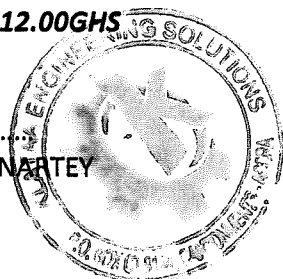
Type : WAGON
Engine : 3346 CC V6, 24V, DOHC, TWIN TURBO, FUEL INJECTION
Transmission : 10 Speed Automatic
Brakes : ABS + F: Ventilated Disc Brakes; R: Ventilated Disc Brake
Suspension : F: Independent double-wishbone R: Heavy Duty 4- link coil rigid
Seats : 7 Seats (LEATHER)
Tyre Size : 265 / 55 R20 (ALLOY)

<u>BASIC UNIT PRICE</u>	<u>1,459,119.50</u>
<u>COVID LEVY (1%)</u>	<u>14,591.20</u>
<u>NHIL (2.5%)</u>	<u>36,477.99</u>
<u>GETFUND (2.5%)</u>	<u>36,477.99</u>
<u>SUB TOTAL</u>	<u>1,546,666.68</u>
<u>VAT (12.5%)</u>	<u>193,333.32</u>
<u>TOTAL PAYABLE (GHC)</u>	<u>1,740,000.00</u>

Delivery : As per the Tender Documents.
Validity of PFI : 120 Days.
Terms of Payment : As per tender documents
Warranty : Three Years or 100,000 km, whichever comes first.

Exchange rate is \$1=12.00GHS


MAXWELL SHARDEY NARTEY
(SALES MANAGER)



KLATAA ENGINEERING SOLUTIONS

0244114525 0507313573
0243938653 0507313573

Plot C4, Spintek Road-Accra
P.O BOX CI 9144
Cantoments Accra

■ Klataa.engineeringSolutions@gmail.com

DATE: SEPTEMBER 20, 2022

IFT NO: BA/UENR/GD/010/22

THE VICE CHANCELLOR
ATTN: AG. DIRECTOR OF PROCUREMENT
UNIVERSITY OF ENERGY AND NATURAL RESOURCES
P. O. Box 214
SUNYANI, GHANA.

Dear Sir,

POWER OF ATTORNEY

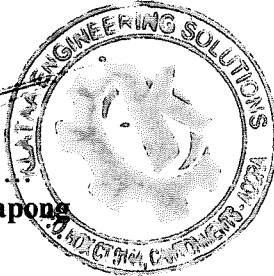
We hereby write to confirm that we KLATAA ENGINEERING SOLUTIONS COMPANY LIMITED have duly authorized our Sales Manager, MAXWELL SHARDEY NARTEY to sign and submit the attached tender documents on behalf of the company.

We warrant that he is legally authorized to submit the proposal and has the full corporate power to conclude the contract and perform all the obligations set out therein.

Yours faithfully



Kwaku Ampaw Agyapong
(Managing Director)



KLATAA ENGINEERING SOLUTIONS

☎ 0244114525 0507313573
0243938653 0507313573

📍 Plot C4, Spintex Road-Accra
P.O BOX CT 9144
Cantoments Accra

✉ Klataa.engineeringSolutions@gmail.com

GHANA REVENUE AUTHORITY (GRA)

G 0014441



CERTIFICATE
OF REGISTRATION FOR
VALUE ADDED TAX (VAT)

C0006177719
*TIN _____

This is to certify that

KLATAA ENGINEERING SOLUTIONS LIMITED

*has been duly registered as an
agent for VAT collection
under*

THE VALUE ADDED TAX ACT 1986
(ACT 546)

Dated this 4th day of JANUARY 2018


EMMANUEL KOFI NTI

COMMISSIONER GENERAL



ORIGINAL
(For Tax Payer)



T20/0084384

REPUBLIC OF GHANA

Amount Paid (GHC)

Date

30 8 22
DD MM YY

GHANA REVENUE AUTHORITY
TAX CLEARANCE CERTIFICATE

1.00

Issuing
Office

WEIJASTO

Name / Address

KLATAA ENGINEERING SOLUTIONS CO. LTD
P.O. BOX CT 9144

Occupation

File no.

Year of Assessment

2022

TIN: CC00617719

In compliance with section 14 of Revenue Administration Act, 2016 (Act 915)

KLATAA ENGINEERING SOLUTIONS COMPANY LTD

has applied to me for a Tax Clearance Certificate for the following purpose:

TO BID FOR CONTRACT FROM THE UNIVERSITY
OF GHANA, FOR THE SUPPLY OF GENERATOR, SET,
15 SEATER BUS AND HAULAGE UTILITY TRUCK

2. I confirm from the information available that:

KLATAA ENGINEERING SOLUTIONS
COMPANY LIMITED

a) has paid his/her/its tax liabilities up to and including the 20 22 year of assessment.

b) has paid P.A.Y.E. and other withholding Taxes up to and including AUGUST, 22

c) has submitted all tax returns up to date. ✓

d) has registered with the Ghana Revenue Authority. ✓

3. BELOW IS A SUMMARY OF HIS / HER / ITS TAX POSITION FOR THREE YEARS

YEAR OF ASSESSMENT	STATUS	CHARGEABLE INCOME	TAX CHARGED	TAX PAID	TAX OUTSTANDING
20 20	NID	2387.16	597.29	72,410.30	NIL
20 21	NID	303.11	75.78	29,435.27	NIL
20 22	S/A	405,000.00	25,250.00	5,196.00	21,054.00

4. I therefore issue this certificate which is valid up to

29TH SEPTEMBER 20 22

30TH AUGUST, 2022

FOR THE COMMISSIONER GENERAL OF THE GHANA REVENUE AUTHORITY

EMELIA

ASHAM

(I.T. FORM 340)

Social Security & National Insurance Trust

P. O BOX MB 149, MINISTRIES ACCRA, GHANA TELEPHONE: 0302-667731 - 2 / 4-9, FAX: 0302 - 668679
WEBSITE: www.ssnit.com EMAIL: public@ssnit.org.gh

19052093

OFFICIAL RECEIPT



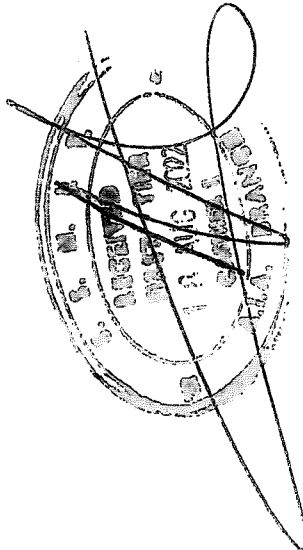
2015

RECEIPT DATE: 03/05/2015

RECEIPT NUMBER: 19052093

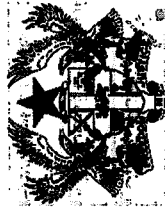
Received from: [Faint text]
the sum of: [Faint text]
on account of: [Faint text]
Employer / SS / Staff No: [Faint text]
by Cash/Cheque No: [Faint text]
Station: [Faint text]

GH¢



FOR DIRECTOR GENERAL

FORM SS 11



Registrar - General's Department

ORIGINAL

RGD: 21/

0131289



P. O. Box 118, Accra Tel: 0302 664691-93 Fax: 0302 666081 Website: www.rgd.gov.gh Email: info@rgd.gov.gh

CS031932016



C0008177719

Certificate of Incorporation

I hereby certify that

KLATAA ENGINEERING SOLUTIONS LIMITED

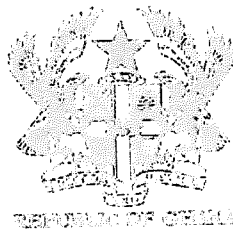
is this day incorporated under the Companies Act, 1963 (Act 179) and that the liability of its members is limited.

Given under my hand and official seal at Accra, this 22nd day of February 2016

For Registrar of Companies

CS031932016

C0006177719



The Companies Act, 1963, Act 179

Certificate To Commence Business

I hereby certify that

KLATAA ENGINEERING SOLUTIONS LIMITED

having complied with the provisions of Sections 27 and 28 of the Companies Act, 1963, Act 179 is entitled to commence business with effect from 5th day of April 2016

Given under my hand and official seal at Accra, this 5th day of April 2016

A handwritten signature in black ink, appearing to be "M. A. Osei", written over a faint circular official seal.

For: Registrar of Companies

REPUBLIC OF GHANA



**Public
Procurement
Authority**

Public Procurement Authority
P.O. Box 1000, Accra, Ghana

SUPPLIER NO

785899

DATE ISSUED

14 MAR 2022

EXPIRY DATE

13 MAR 2023

SUPPLIER, CONTRACTOR, CONSULTANT REGISTRATION CERTIFICATE

This is to certify that

KLATAA ENGINEERING SOLUTIONS

is duly registered with the Public Procurement Authority to engage in Government tenders as mandated by Section 3(p) of the Public Procurement Act, 2003 (Act 663) as amended.

Frank Mante
Ag. Chief Executive

PPA NO. 0036277

TECHNICAL SPECIFICATION FOR 4X4 SUV VEHICLE

MINIMUM REQUIRED SPECIFICATION		OFFERED SPECIFICATION (Kindly provide what you want to offer if you comply)
1No 4x4 SUV VEHICLE		
ENGINE		
Number of Cylinders	6	6
Engine Type	V engine	V engine
Fuel type	Diesel	Diesel
Displacement (cc)	3346	3346
Max power (kw/rpm)	225/4000	225/4000
Max power (Hp/rpm)	306/4000	306/4000
Max torque (Nm/rpm)	700/1600-2600	700/1600-2600
BODY		
Body style	Station Wagon	Station Wagon
Number of doors	5 doors	5 doors
DIMENSIONS		
Dimensions (L*W*H) in mm	5115x1980x1945	5115x1980x1945
Ground Clearance (mm)	235	235
Wheelbase (mm)	2850	2850
TRANSMISSION		
Transmission	All time 4x4	All time 4x4
Gearbox	Automatic	10 Speed Automatic
Rear differential	Manual locking	Manual locking
Central differential	Limited slip	Limited slip
WEIGHT/CAPACITIES		
Fuel tank capacity (L)	80	80
Additional fuel tank capacity	30	30
Curb weight (kg)	2605	2605
Gross Vehicle Weight (kg)	3230	3230
Number of Seats	7	7
BRAKES		
Front brake	Ventilated discs	Ventilated discs
Rear brake	Ventilated discs	Ventilated discs
Parking brake	Electric	Electric
SUSPENSION		
Front suspension	Double triangle	Double triangle
Rear suspension	Link suspension	Link suspension
Adaptive variable suspension	without	without

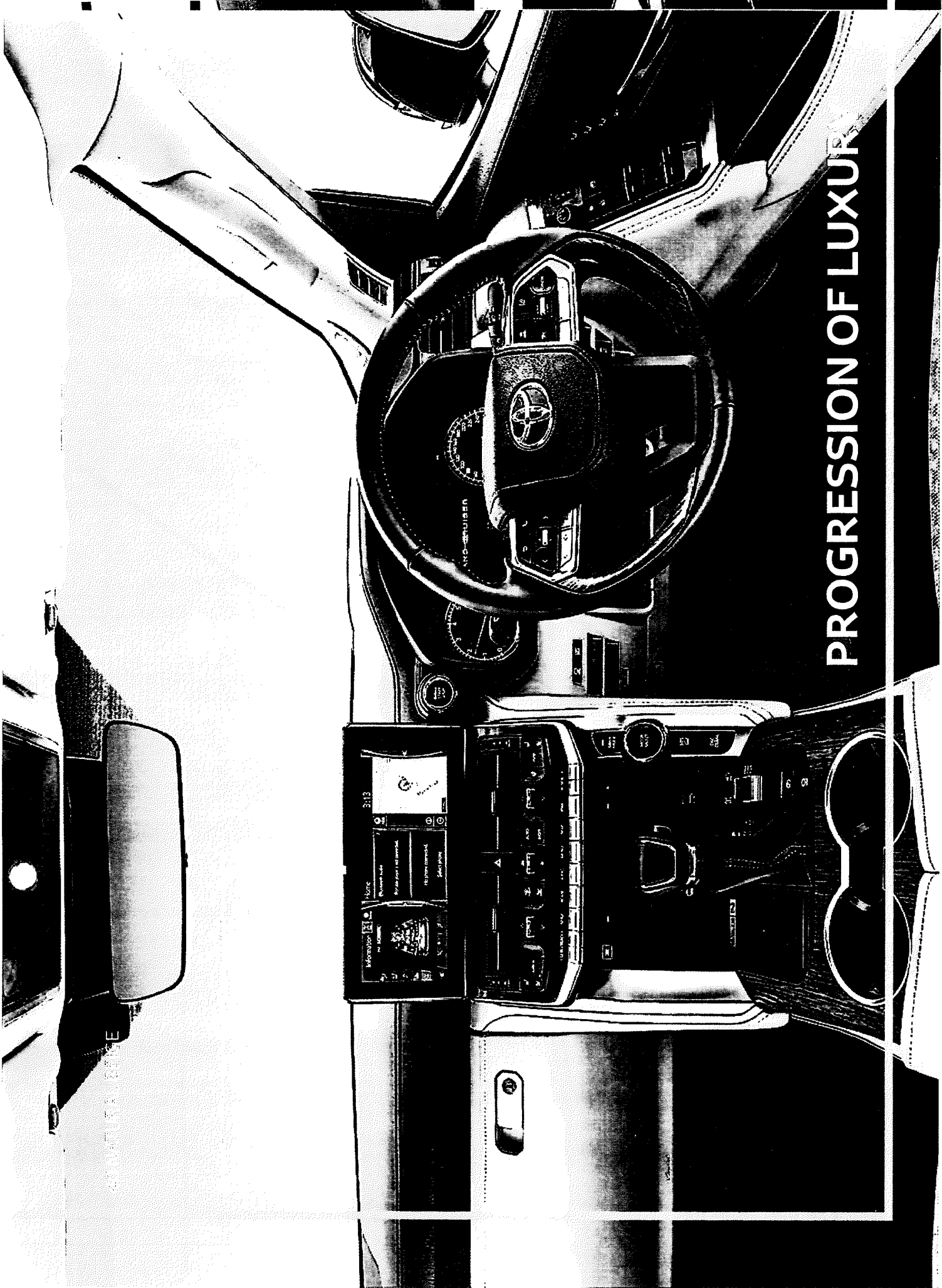
TYRES		
Tyre dimension	265/65R18	265 / 55 R20 (ALLOY)
EXTERIOR		
Wheels	Aluminium	Aluminium
Front grill	Black	Black
Front bumpers	Coloured without chrome	Coloured without chrome
Rear bumpers	Coloured without chrome	Coloured without chrome
Door mirrors	Coloured	Coloured
Adjustable side mirrors	Electric	Electric
Folding side mirrors	Electric	Electric
Spoiler	Rear	Rear
Roof rail	Yes	Yes
Towing hook	Rear	Rear
INTERIOR AND COMFORT		
Radio	Radio CD/MP3	Radio CD/MP3
Connections	USB, Bluetooth, Apple Carplay, Android Auto	USB, Bluetooth, Apple Carplay, Android Auto
Handsfree kit	Yes	Yes
Touchscreen	7 inches	7 inches
Wifi	Yes	Yes
Wireless Charging	-	-
Steering with audio control	Yes	Yes
Loud speaker	6	6
Multi – media system	-	Yes
Air conditioning	Automatic driver & passenger	Automatic driver & passenger
Coolbox	Yes	Yes
Central armrest	Front and rear	Front and rear
Cup holders	Front and rear	Front and rear
Power windows	Front and rear	Front and rear
Privacy window	Without	Without
Central door locking	Yes	Yes
Central door locking whiles driving	-	Yes
Smart keys	Yes	Yes
Push and start system	Yes	Yes
Keyless entry system	Yes	Yes
Steering wheel	Yes	Yes
Adjustable steering wheel	Height and reach adjustable	Height and reach adjustable
Sunroof	Electric	Electric
Upholstery	Fabric	Synthetic Leather

Driver seat	Height and reach adjustable	Height and reach adjustable
Power seat	Driver	Driver
2 nd role seat	Folding 40/60	Folding 40/60
Power steering	Yes	Yes
Parking sensors	Front and Rear	Front and Rear
Video Camera	Rear	Rear
PASSIVE SAFETY		
Airbags	Driver, passenger	Driver, passenger
Anti-theft alarm	Yes	Yes
Seatbelts – front	2x3 points	2x3 points
Seatbelts – 2 nd role	3x3 points	3x3 points
Seatbelts – 3 rd role	2x3 points	2x3 points
Headrests	Front, 2 nd role & 3 rd role	Front, 2 nd role & 3 rd role
Active headrest	-	-
Height adjustable lights	Manual	Manual
Spare wheel	Alloy	Alloy
Spare wheel location	Under the vehicle	Under the vehicle
ACTIVE SAFETY		
Immobilizer	Yes	Yes
Seatbelt warning	Yes	Yes
Headlamps	LED	LED
Daytime running lights	LED	LED
Fog lamps	-	Yes
Rain sensor	-	Yes
Electronic stability control	VSC	VSC
Brake assist	YES	YES
Hill start assist control	YES	YES
ABS	YES	YES
Cruise Control	YES	YES
Trailer Sway Control (TSC)	YES	YES
Demister	Rear Windows	Rear Windows
Year of Manufacture - Current		Year of Manufacture - 2022
Vehicle Warranty: 3 Years from date of Delivery or 100,000km whichever comes first.		Vehicle Warranty: 3 Years from date of Delivery or 100,000km whichever comes first.
Delivery period: 12 Weeks		Delivery period: 12 Weeks



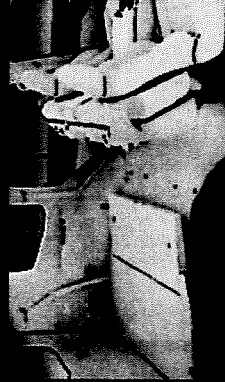
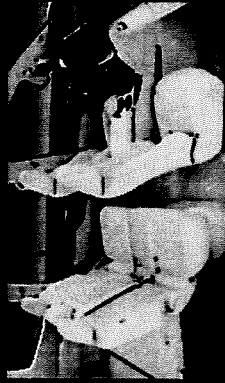
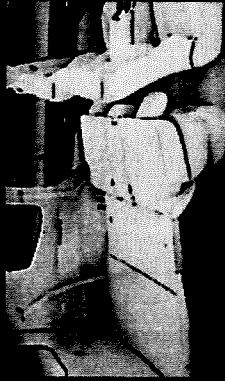
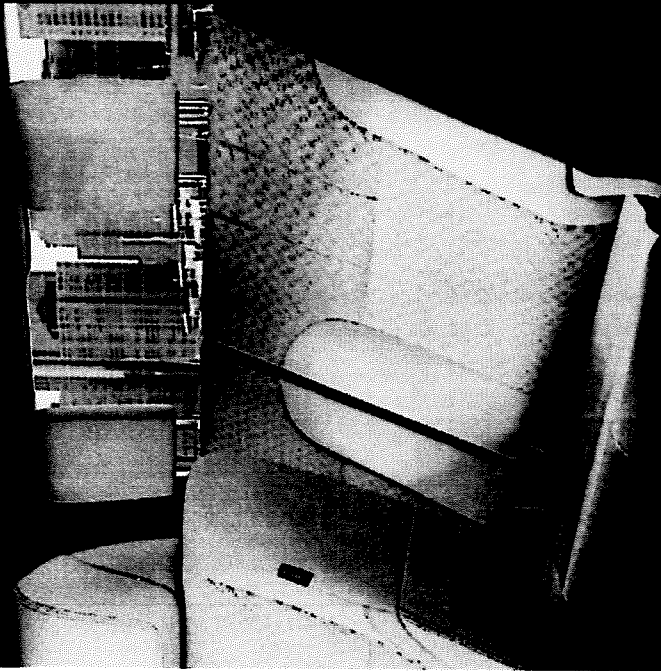
TOYOTA
LAND CRUISER 300





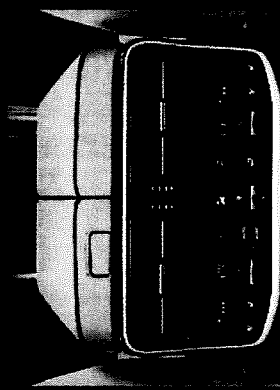
PROGRESSION OF LUXURY

GENUINE LEXUS



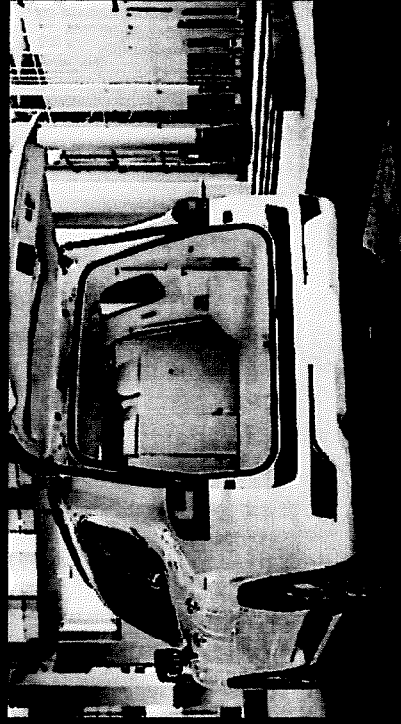
SEATING CONFIGURATION OPTIONS

All seats can be flexibly arranged for a wide range of seating and luggage hold options.



REAR AIR CONDITIONING

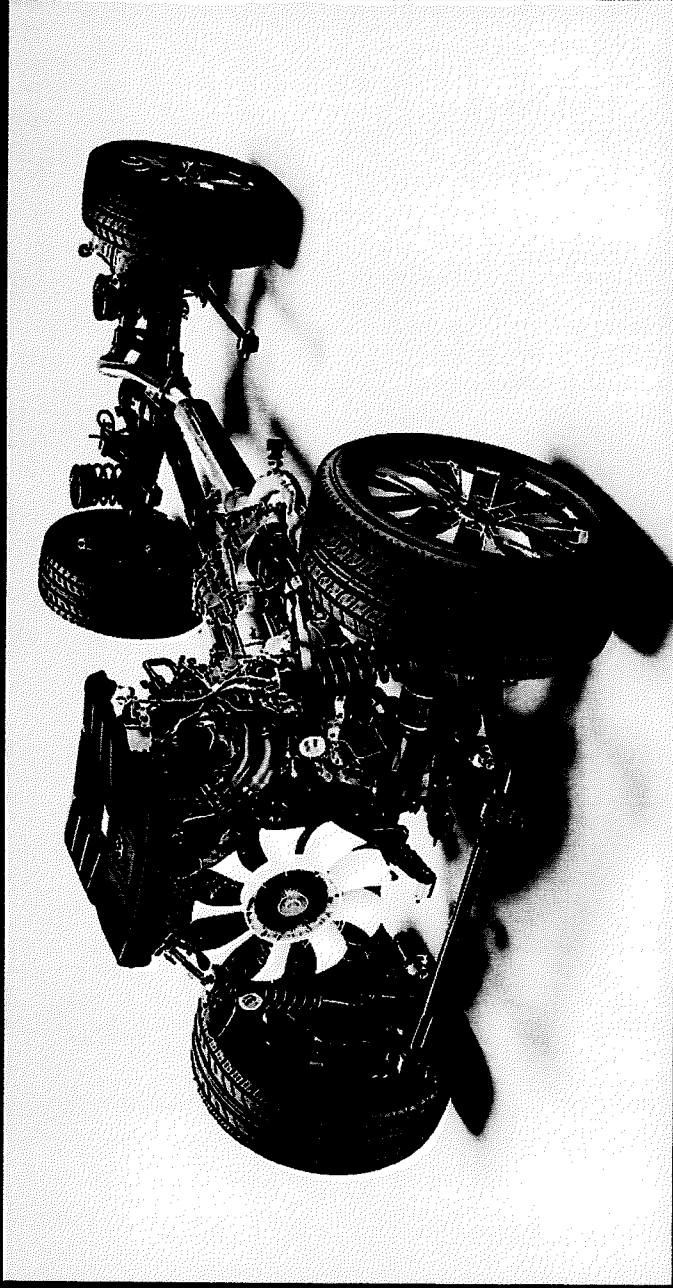
An automatic rear air conditioner helps enhance rear passenger comfort.



LUGGAGE ROOM

A switch allows you to automatically stow the third row seats (electric control only, grade dependent) under the floor to create ample storage room.

EXCEPTIONAL POWER



V6 3.3 LITRE DIESEL ENGINE WITH 10 SPEED AUTOMATIC TRANSMISSION

The new 3.3 litre Twin Turbo Diesel Engine features smarter and more efficient technology with seamless shifts between single and dual turbo use as well as increased performance.

This engine aims to enhance environmental friendliness, fuel efficiency, driving performance, durability, quietness, and ground-covering performance on rough roads. The rotating and reciprocating parts have been made suitable to enhance fuel efficiency, driving performance, durability and cabin comfort. The exhaust and turbocharging systems too, have been revised to enhance smooth acceleration, driving performance, durability, and environmental friendliness.



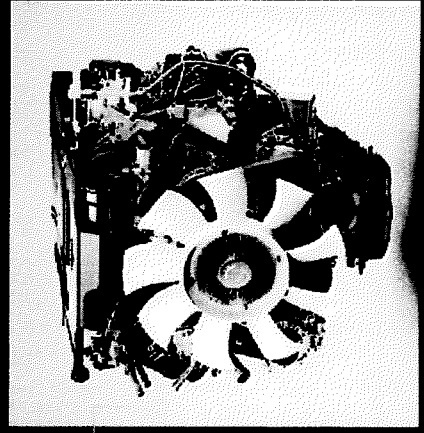
NEW 10-SPEED TRANSMISSION

Newly developed AJAOF 10-speed automatic transmission available standard on both engines enhance driving performance, fuel efficiency, and quietness.

- A newly developed torque converter and high precision lock-up slip control achieve excellent fuel efficiency and smooth acceleration feel matching driver's intentions.

- Cross-over gear ratios, component optimization, and precise high-response control achieve an excellent shifting feel and exhilarating rhythmic gear-shift feel.

- The structure and control of the transmission aiming for utilizing a highly efficiency range of the engine reduce slip loss of the torque converter and enhance transmission efficiency.





FRONT DIFFERENTIAL LOCK

In addition to the rear differential lock, there is a new front differential lock. Even on rough roads, when one wheel is lifted off the ground, the system distributes driving force optimally to the grounded tire. This improves escape performance and provides excellent rough-road driving performance.



CRAWL CONTROL

Crawl Control helps provide optimal throttle and brake control maintaining a constant low speed. It supports a safe and sure driving on sand, dirt, rock, snow, mud, steep grades, or other surfaces that require fine accelerator control. Five speeds are offered with fully automatic throttle and brake control. It helps you concentrate on steering the vehicle.



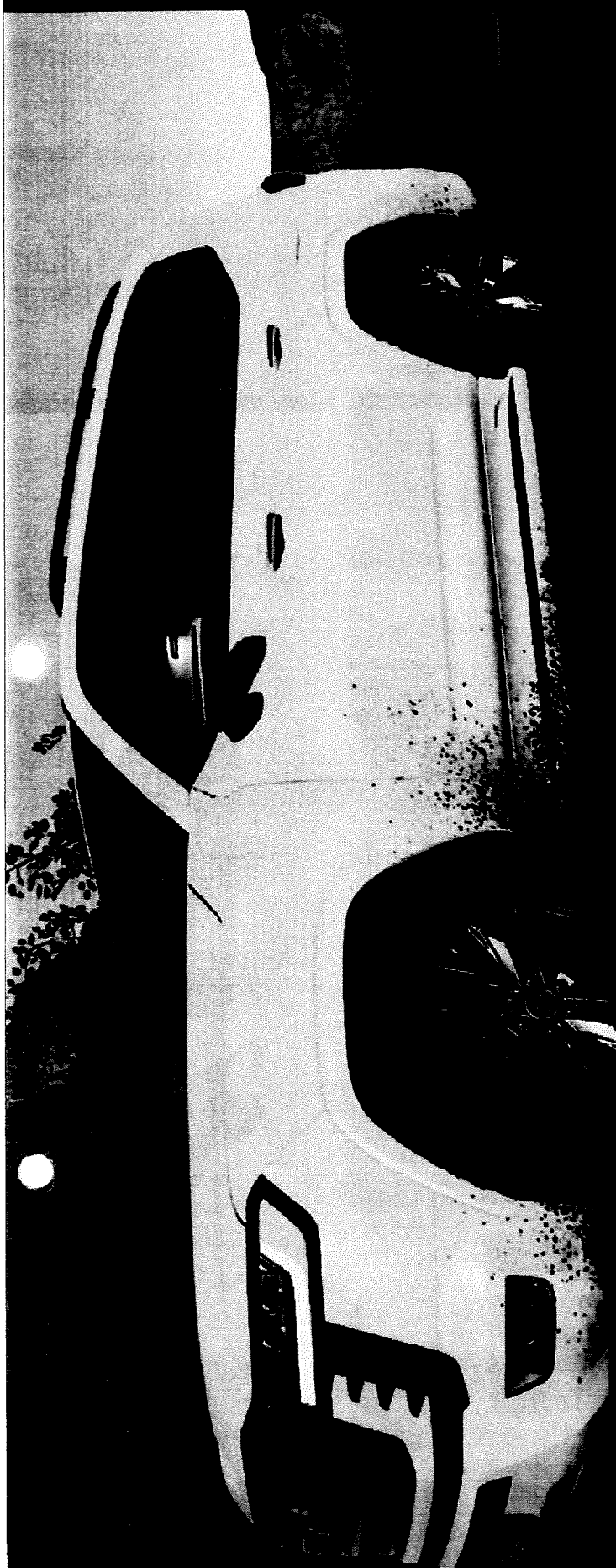
AVS: ADAPTIVE VARIABLE SUSPENSION

Adaptive Variable Suspension System with linear solenoid type enhances ride comfort and driving performance on rough roads. The system adjust damping force according to road conditions from small irregularities to large bumps and dips. Thus, it contributes to enhancing ride comfort, handling stability and ground covering performance on rough roads.



TURN ASSIST FUNCTION

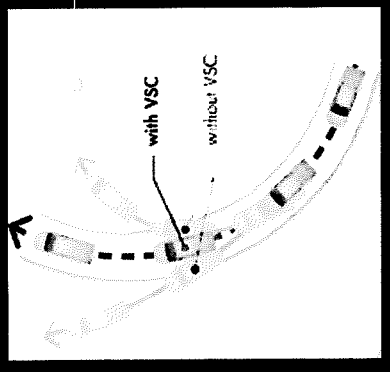
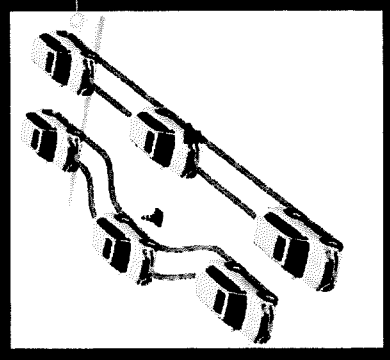
Turn Assist helps to turn the vehicle in response to the driver's steering, while maintaining a consistently low speed, even in tight corners, which would normally be difficult to pass without a turnaround maneuver.



ADVANCED SAFETY TECHNOLOGIES

ABS: ANTI-LOCK BRAKE SYSTEM

ABS operates by preventing the wheels from locking up during intensive braking. It thereby maintains tractive contact with the road surface. Thus, it allows the driver to maintain more control over the vehicle.



VSC: VEHICLE STABILITY CONTROL

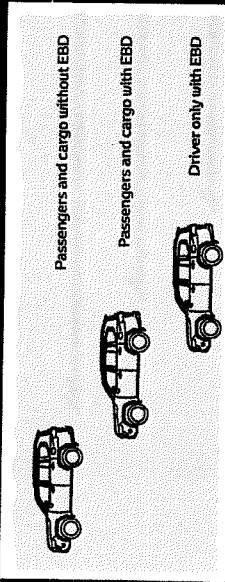
It automatically activates each individual brake as needed and controls engine output to help maintain stability. It also prevents skidding when turning sharply or cornering on slippery road surfaces.

MORE SAFETY FEATURES

AIRBAGS (SRS)

Front and knee airbags for the driver and front-seat passenger, side airbags for first and second rows, and curtain-shield airbags for all three rows support passenger safety in the event of a collision.

*Availability of airbags differs depending on vehicle specifications.

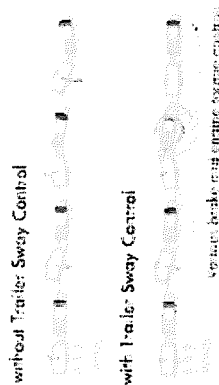


EBD: ELECTRONIC BRAKE FORCE DISTRIBUTION

Even when there is a difference in front/rear or left/right wheel load, EBD controls brake force on each wheel appropriately and helps to shorten stopping distance. The EBD controls the braking force on the wheels, based on the total number of the occupants, load conditions and during deceleration and cornering. Thus, it offers excellent brake control.

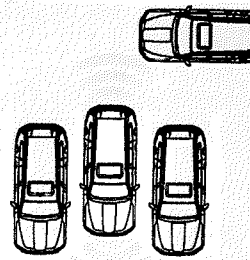
TSC: TRAILER SWAY CONTROL

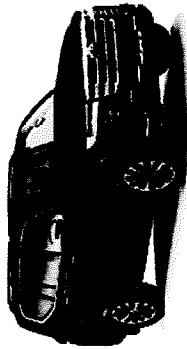
It suppresses any trailer sway caused by wind, bumpy roads or steering whenever you are towing. With sensors detecting yaw, acceleration and steering, TSC uses deceleration control and yaw moment to limit sway. The stop lamps are illuminated to warn drivers behind.



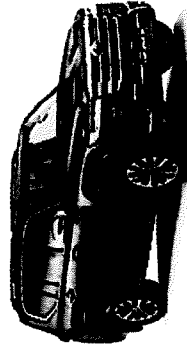
PARKING SUPPORT SYSTEMS

Parking support brake system provides driving force suppression and brake control for situations when there is a risk of collision. Whether it is with obstacles in front or behind the vehicle or when driving at low speeds, such as when parking, it activates.

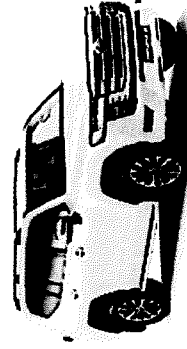




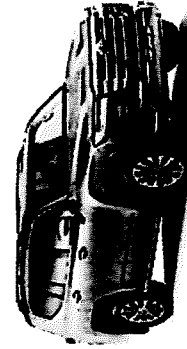
202 Black



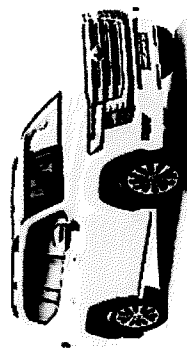
1G3 GRAY ME



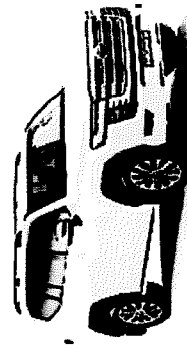
070 WHITE PEARL CS



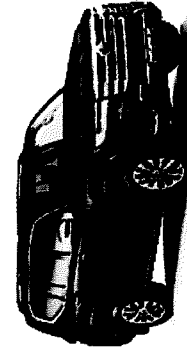
4V8 AVANT GARDE BRONZE ME



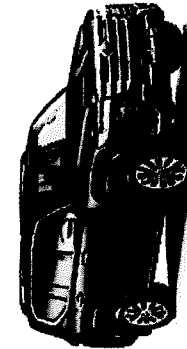
090 PRECIOUS WHITE PEARL



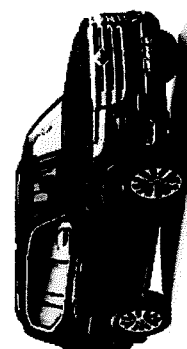
040 SUPER WHITE



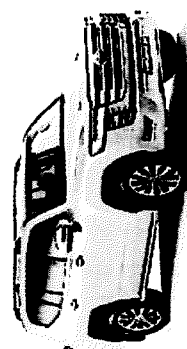
8X8 DARK BLUE MC



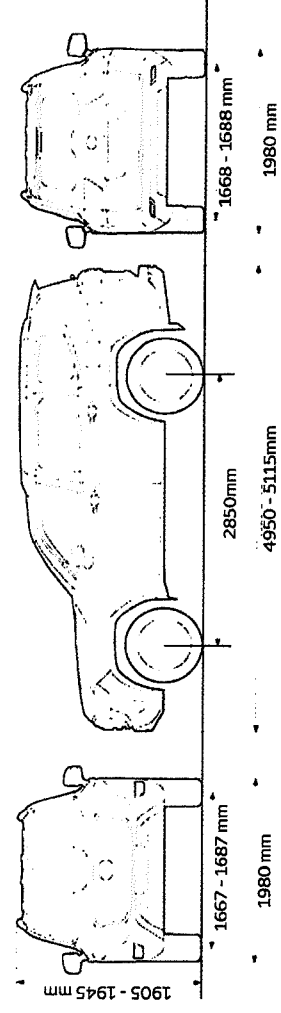
3Q3 DARK RED M.M



218 ATTITUDE BLACK MC



1F7 SILVER ME



PRODUCT CATALOGUE

LHD - TOYOTA LANDCRUISER 300 3.3L V6 DSL GXR-V AUTO



(The pictures are for presentational purposes only may diff in details and actual unit)

Engine Type	: V6, 24V, DOHC, TWIN TURBO, FUEL INJECTION	Model Code	: FJA300L – GNUAYV VOM16
Engine Size	: 3.3L	Model Year	: 2022
Displacement	: 3346 CC	Steering	: LHD
Power	: 306 Hp / 4000 Rpm	Grade	: GXR-V
Torque	: 700 Nm / 1600-2600 Rpm	Doors	: 5
Transmission	: 10 Speed Automatic	Seats	: 7
Drive	: 4 X 4	Fuel	: DIESEL
Emissions	: EURO 0 (W/O OBD)	Fuel Tank	: 110 Liters (Dual)

SUSPENSION / DIMENSIONS

Front	: Independent Double Wishbone
Rear	: 4 Link
Overall Size	: 5115X 1980 X 1945mm
Wheelbase	: 2850 mm
Ground Clearance	: 235 mm
Min. Turning Radius	: 5.9 m
Gros Vehicle Weight	: 3230 Kgs

BRAKES & TYRE

Front Brake	: Ventilated Disc Brake
Rear Brake	: Ventilated Disc Brake
Tyre Size	: 265 / 55 R20 (ALLOY)

SAFETY

- Airbag System – Driver + Passenger + Knee (Driver + Passenger) + Front Side + Curtain
- Cruise Control
- Anti-Brake System (ABS)
- Brake Assist (BA)
- Vehicle Stability control (VSC)
- Active Traction Control (A-TRC)
- Trailer Sway Control (TSC)
- Hill Assist Control (HAC)
- Diff. Option – Torque Sensing Centre LSD + Centre & Rear Diff Lock
- Drive Modes – 3-Modes (Normal / ECO / Sport)
- Anti-theft System with Security Horn
- Back Camera with BGM
- Parking Sensors – Front (4-Pcs) + Rear (4-Pcs)
- Fire Extinguisher
- Parking Brake – Electric Type + Brake Hold
- Tire Pressure Monitoring System (TPMS)

AIR CONDITION

- Air Conditioner – Auto (Front – LH & RH Independent Control)
- Rear-Auto with Heater (Front)

INTERIOR

- Steering – Power Tilt with Telescopic
- Accessory Meter – 4.2" Multi Information Display
- Rear Console Box – (Synthetic Leather) with Rear A/c Vent / Cool Box
- Inner Rear View Mirror – Electro Chrome
- Front Seat Belt – 3-PELR x 2 + PT + FL (1)
- Front Seat Headrest – 2
- Power Seat – Driver + Front Passenger
- Front Vertical Seat Adjuster with Driver + Passenger (Power)
- Rear Seat Belt – 3-PELR x 5
- Rear Seat Headrest – 3 (2nd Row) + 2 (3rd Row)
- Rear 2nd Row–40:60
- Rear 3rd Row – 50: 50 Flat Folding (Manual)
- Seat Material – Synthetic Leather
- Steering Wheel – Leather + Wood (Type-1 Brown) + Audio + MID + BT + Cruise + Voice (Plating)
- Sunvisor – Driver + Passenger + Vanity Mirror + Blub + Slide
- Illuminated Entry System – Ignition Switch + Room Lamp + Front Scuff Plate Illumination
- Keyless Entry – Smart Entry (All Door) + Push Start + PBD (Low)
- Power Door Lock
- Power Window
- Radio – AM / FM
- Stereo – 9" Display Audio + Bluetooth + USB + Wi-Fi with 6 Speakers
- Window Defogger
- Combination Meter – Optitron Type
- Floor Mats – 70th Edition
- Remote Engine Starter with 1-Way
- Wood Grain Package – Console Box + Steering + Door Trim (Type 1 Brown)
- Door Inside Handles – Plating
- Instrument Panel – High
- USB Fast Charger – Front (1) + Rear-1 (2) + Rear-2 (2)
- Wireless Charger

EXTERIOR

- Front Bumper – Colour Keyed Aero
- Rear Bumper – Black Plating
- Door Outside Handles – Coloured
- High Mount Stop Lamp
- Outer Mirrors – Colour Keyed + Turn Signal + Retractable (Auto) + ECM + Reverse Link

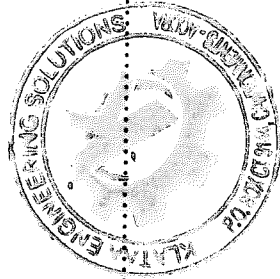
- Side-step with Step Cover
- Spoiler
- Sunroof / Moonroof
- Windshield Glass – Green with Top Band + Heat Shield
- Power Antenna – Glass Integrated
- Front and Rear Wiper – Intermittent
- Emblem – 70th Anniversary + Twin Turbo
- Front Fog Lamp with LED
- Headlamp Cleaners
- Headlamp Levelling Function with Manual
- Headlamps – (Low / High) – LED + LED DRL (Type 1 Refractive Type)
- Towing Hitch or Pintle Hook – Towing Hitch
- Radiator Grille – Chrome + Silver
- Rear Bumper Step Guard
- Rear Fog Lamp
- Rear Luggage Door – Hatch Type: Power Back Door + Auto / Easy Closer Door
- Roof Rail – Flat Type
- Spare Wheel Carrier – Floor with Lock
- Grade Marks – GXR*
- Rear Combination Lamp – LED

SCHEDULE OF REQUIREMENTS

Item No.	Package Number	Description	Quantity	Maximum Schedule For Delivery At Site (Date of Contract Signature)	Payment Terms	Validity Period
1	BA/JENR/GD/010/22	TOYOTA LANDCRUISER 300 3.3L V6 DSL GXR-V AUTO	1	12 Weeks after contract award	As Per Tender Documents	120 Days

[Handwritten Signature]

Signature:



.....



الإمارات الوطنية للتجارة العامة ش.م.م.
EMIRATES NATIONAL GENERAL TRADING L.L.C.

DATE: SEPTEMBER 20, 2022
IFT No: BA/UENR/GD/010/22

To: THE VICE CHANCELLOR
ATTN: AG. DIRECTOR OF PROCUREMENT
UNIVERSITY OF ENERGY AND NATURAL RESOURCES
P. O. Box 214
SUNYANI, GHANA.

Sub:Authorization Letter

WHEREAS Emirates National General Trading L L C., who are official trading company based in U.A.E. trading in Multi brand vehicles, do hereby authorize **KLATAA ENGINEERING SOLUTIONS COMPANY LIMITED**, to submit a Tender the purpose of which is to provide the following goods supplied by us **TOYOTA LANDCRUISER 300 GXR (QTY. 1)**, to subsequently negotiate and sign the Contract **IFT No: BA/UENR/GD/010/22**.

We hereby extend our full guarantee and warranty in accordance with Clause 15 of the General Conditions of Contract for the Goods offered by the above firm against this Invitation for Tenders.

Authorized Signatory & Stamp

03.QUALIFICATION INFORMATION

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

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

Place of registration : ACCRA

Principal place of business: C4 SPINTEX ROAD ACCRA

Power of attorney of signatory of Tenderer: *[attach original]*

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

Procurement ID No.	Name of Purchaser	Type of goods	Notification date	Delivery completion	Value of GH¢
GR/MOFA/003/03/2017	MINISTRY OF AGRIC	500KVA GENERATOR	24/11/16	12/12/2016	320,500.00
AS/KNUST/GD/0027/2017	KNUST	NISSAN NT.400 CABSTAR AERIAL TRUCK	18/01/2018	18/05/2018	833,110.23
AS/KNUST/GD/0057/2017	KNUST	DAF CF 440 FA SKIP TRUCK	18/01/2018	18/05/2018	1,109,627.63
VC/PQ/129/07/2018/04	KNUST	TYRES	23/07/2018	24/07/2018	24,500.00
MOFEP/PPP/C3/GDS/02/18	MINISTRY OF FINANCE	TOYOTA PRADO DSL	04/05/2018	01/06/2018	361,140.00
		TOYOTA HILUX AUTOMATIC	04/05/2018	01/06/2018	365,770.00
	MINISTRY OF AGRIC	TOYOTA LANDCRUISER VX	12/12/2018	18/12/2018	675,000.00

	MINISTRY OF AGRIC	TOYOTA LANDCRUISER GXR-8	12/12/2018	18/12/2018	598,000.00
	UNIVERSITY OF DEVELOPMENT STUDIES	80 KVA GENERATOR SET	12/12/2018	24/12/2018	99,600.00
VC/PQ/129/07/2018/04	KNUST	10.00 R 20 WITH INNER TUBES	17/07/2018	17/07/2018	24,500.00
LPO NO. 0000622	KNUST	265/70 R 15	04/03/2019	04/03/2019	4,902.80
VC/PQ/138/03/2019/18	KNUST	10.00 R 20 WITH INNER TUBES	21/03/2019	21/03/2019	22,973.93
LPO NO. ;	KNUST	205/65/R16	04/04/2019	04/04/2019	2,900.02
VC/NCT/138/04/2019/23	KNUST	55 SEATER BUS	04/03/2019	04/10/2019	1,131,677.20
	KASAPREKO	TOYOTA PRADO	15/05/2019	16/05/2019	333,900.00
NR/UDS/GD/062/2019	UDS	TATA BUS	18/06/2019	22/11/2019	576,234.83
CR/UCC/GD/0019/2019	UCC	HILUX PICKUP	4/06/2019	10/03/2020	464,000.00
MOFA/MAG/GDS/DAES/NCT/2019/02	MINISTRY OF AGRIC	TOYOTA HILUX	10/07/2019	15/11/2019	360,055.80
MOFA/MAG/GDS/NCT/2019/02	MINISTRY OF AGRIC	TOYOTA PRADO	12/07/2019	15/11/2019	1,200,108.96
MOFA/GCAP/S/03/2019	MINISTRY OF AGRIC	TOYOTA FORTUNER/NIS SAN HARDBODY	12/07/2019	17/09/2019	639,530.00
AS/KNUST/GD/0057/2019	KNUST	CESSPOOL EMPTIER TRUCK	8/8/2019	23/04/2020	1,757,736.43
VC/PQ/149/09/2019/11	KNUST	IMPACT WRENCH	4/10/2019	21/11/2019	50,461.43

DG/HQ/C.3/VOL.8/628	GPHA	TOYOTA CAMRY	11/10/2019	10/03/2020	4,324,181.35
	MINISTRY OF INFORMATION	TOYOTA PRADO/TOYOT A FORTUNER/TO YOTA HILUX/TOYOT A RUSH	9/12/2019	03/03/2020	2,082,200
VC/NCT/157/01/2020/29	KNUST	150KVA GENERATOR	20/02/2020	19-10-2020	141,150.20
VC/NCT/161/02/2020/02	KNUST	800KVA GENERATOR	09/03/2020	19-10-2020	782,520.29
MOFA/TEDMAG/GDS/NCT/2019/ 07	TEDMAG (UMAP GHANA)	COASTER BUSES	03/03/2020	09-10-2020	1,908,553.35
	UDS	COASTER BUS	02/03/2020	15-10-2020	534,690.83
NR/UDS/GD/162/2019	UDS	200KVA GENERATOR	02/03/2020	19-10-2020	247,602.94
NR/UDS/GD/160/2019	MIN. OF FINANCE	TOYOTA HILUX AUTOMATIC	26/05/2020	14/12/2020	1,470,000.00
GR/MOF/GD/015/2020	NPRA	TOYOTA COROLLA	03/06/2020	12-10-2020	159,600
GR/NPRA/GD/NCT/0001/2020	MOFA SIP	TOYOTA LANDCRUISER PRADO TX	20/08/2020	17-03-2021	856,423.92
MOFA/SIP/GE/NCB/2020/05	UNIVERSITY OF ENERGY & NATURAL RESOURCES	TOYOTA COASTER BUS	09-03-2020	12/11/2020	1,007,568.66
	UNIVERSITY OF ENERGY & NATURAL RESOURCES	TATA BUS~	09-03-2020	09-11-2020	1,288,459.88
CR/UCC/GD/0004/2020/01	UNIVERSITY OF CAPE COAST	TOYOTA CAMRY	01-02-2021	11-06-2021	300,000.00
CR/UCC/GD/0026/2021	UNIVERSITY OF CAPE COAST	MITSUBISHI L200 PICKUP	12-07-2021	15-07-2021	206,333.98

CR/UCC/GD/0015/2021/01	THE CHURCH OF PENTECOST	TOYOTA RUSH	12-07-2021	15-07-2021	151,000.00
	NATIONAL LABOUR COMMISSION	NISSAN SUNNY 1.6L	08-11-2021		444,015.00
	THE CHURCH OF PENTECOST	TOYOTA RUSH	01-10-2021	04-10-2021	363,000.00
	GHS HOUSING/MIDA	440KVA GENSET	27-09-2021	11-11-2021	451,216.49
	UCC	TOYOTA LANDCRUISER VXR	23-03-2021	18-10-2021	732,000
CR/UCC/GD/0051/2021	UCC	TOYOTA HILUX DC	26-11-2021		1,196,000.00
	ENI GHANA LTD	MITSUBISHI L200	21-12-2021	15-01-2022	448,500.00
	ICU-GHANA	TOYOTA LANDCRUSER VX	24-02-2022	23-03-2022	912,600.00
	UMaT - TARKWA	TOYOTA CAMRY	02-04-2022	27-04-2022	484,375.00

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

SEE 3 YEARS FINANCIALS ATTACHED

1.5. Names, addresses and telephone, telex, facsimile numbers and email addresses of banks that may provide references if contacted by the Purchaser.

FBN Bank Limited, Head Office, Accra.

Contact: Samuel Obeng, Relationship Manager.

Tel: +233-(0)24-960-6987

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

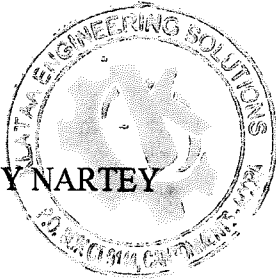
Other party(ies)	Cause of dispute	Amount involved
N/A	N/A	N/A
N/A	N/A	N/A
N/A	N/A	N/A
N/A	N/A	N/A

2. Additional Requirements

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



MAXWELL SHARDEY NARTEY
SALES MANAGER



KLATAA ENGINEERING SOLUTIONS COMPANY LIMITED

AFTER SALES SERVICE STATEMENT.

Our company offers highly professional and competitive after-sales services in the industry. Our Service is coordinated from our Ultra modern workshop situated at **Plot C4 Spintex Road, Accra** which is the base for services in the southern sector of the country and the northern sector is controlled from our Kumasi branch located at **Abrepo Junction inside Neoplan Ghana Limited Yard, Western Bypass, Kumasi**. Our workshop agent for Northern, Upper East and West Regions is **Ansuare Motors Limited - Tamale** (Tel: 0244885479). We leverage on our mobile service capability to attend to all brake-downs and emergency call-outs through-out the country.

We have the capability to offer various types of maintenance contracts ranging from normal service to repair and service contracts for more than **5 years of operation after the Warranty Period**.

Our parts warehouse stocks parts of vehicles as well as generators we sell. Parts not available in stock can be delivered within 5 to 10 days from confirmed order.

The company employs the use of Genuine Parts and offers a highly competitive **after-sales service** in the industry. We have an **emergency call-out** facility manned by highly skilled Mechanical and Electrical engineers. We operate fully equipped **mobile service teams** tasked to carry out on-site service and repair works.

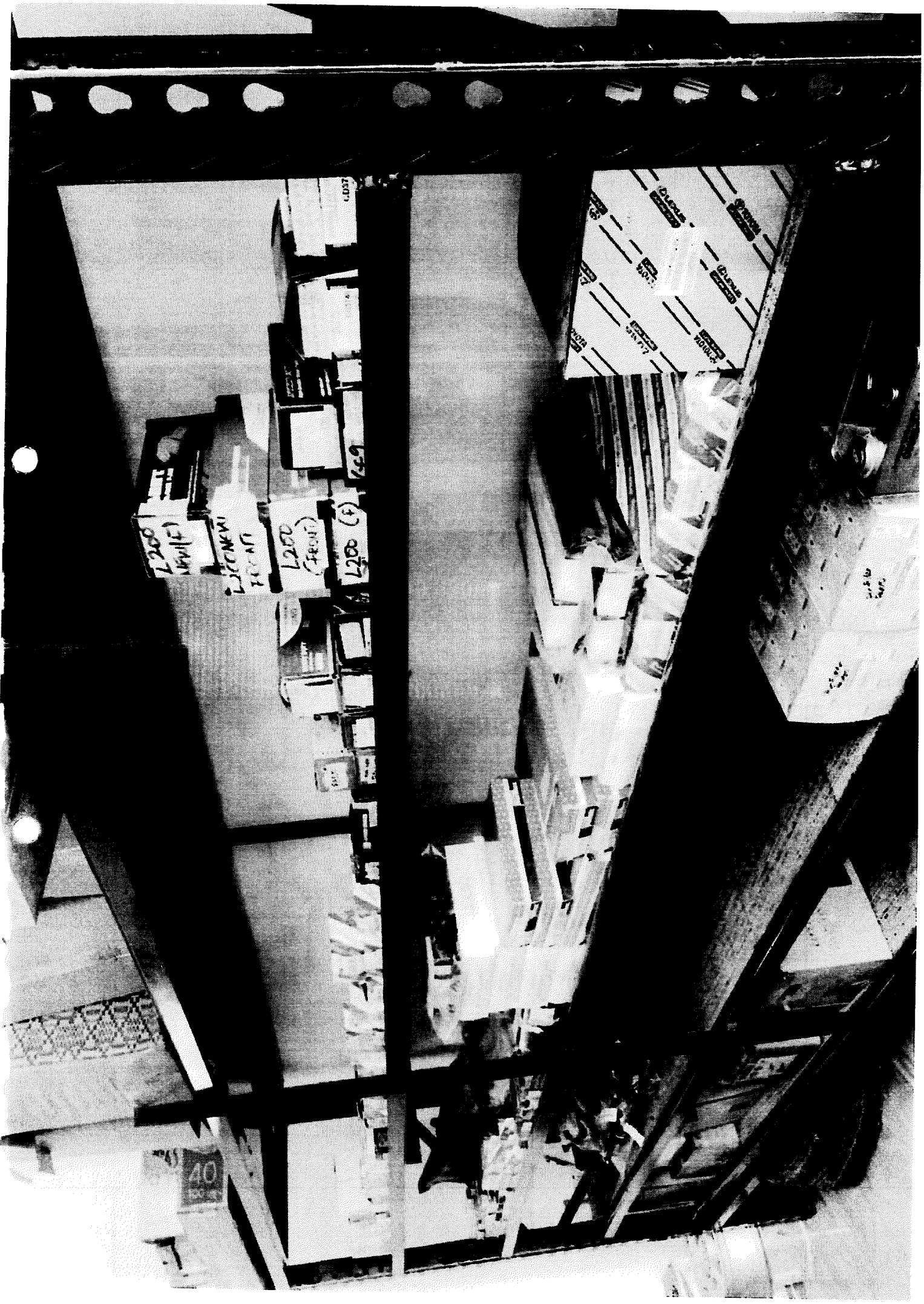
Our workshop facilities include an electric motor test bench, two self-loading trucks (Craned Trucks), Universal Diagnosis Machine, Lifts etc.

Listed below are some of our esteemed institutional and corporate customers in addition to several individual customers;

1. Ghana Ports and Harbour Authority
2. Kwame Nkrumah University of Science and Technology
3. The Church of Pentecost
4. University for Development Studies
5. University of Cape Coast
6. University of Energy and Natural Resources
7. Resource Access Limited
8. Ministry of Finance
9. Ministry of Food and Agriculture
10. Crown Petroleum, etc

With the strong corporate value of Excellence, we treat every customer with optimum dignity, respect and seriousness and we are able to customise our service to suit the single vehicle or generator owner to large fleet owners.

As Authorized Dealers for world class generators and vehicle manufacturers, we offer the **full range of manufacturer's warranty services** and we shall be committed to make our services available to you and to prove ourselves to be worthy partners of yours.



L200 (FRONT)

L200 (FRONT)

L200 (FRONT)

L200 (FRONT)

L200
FRONT

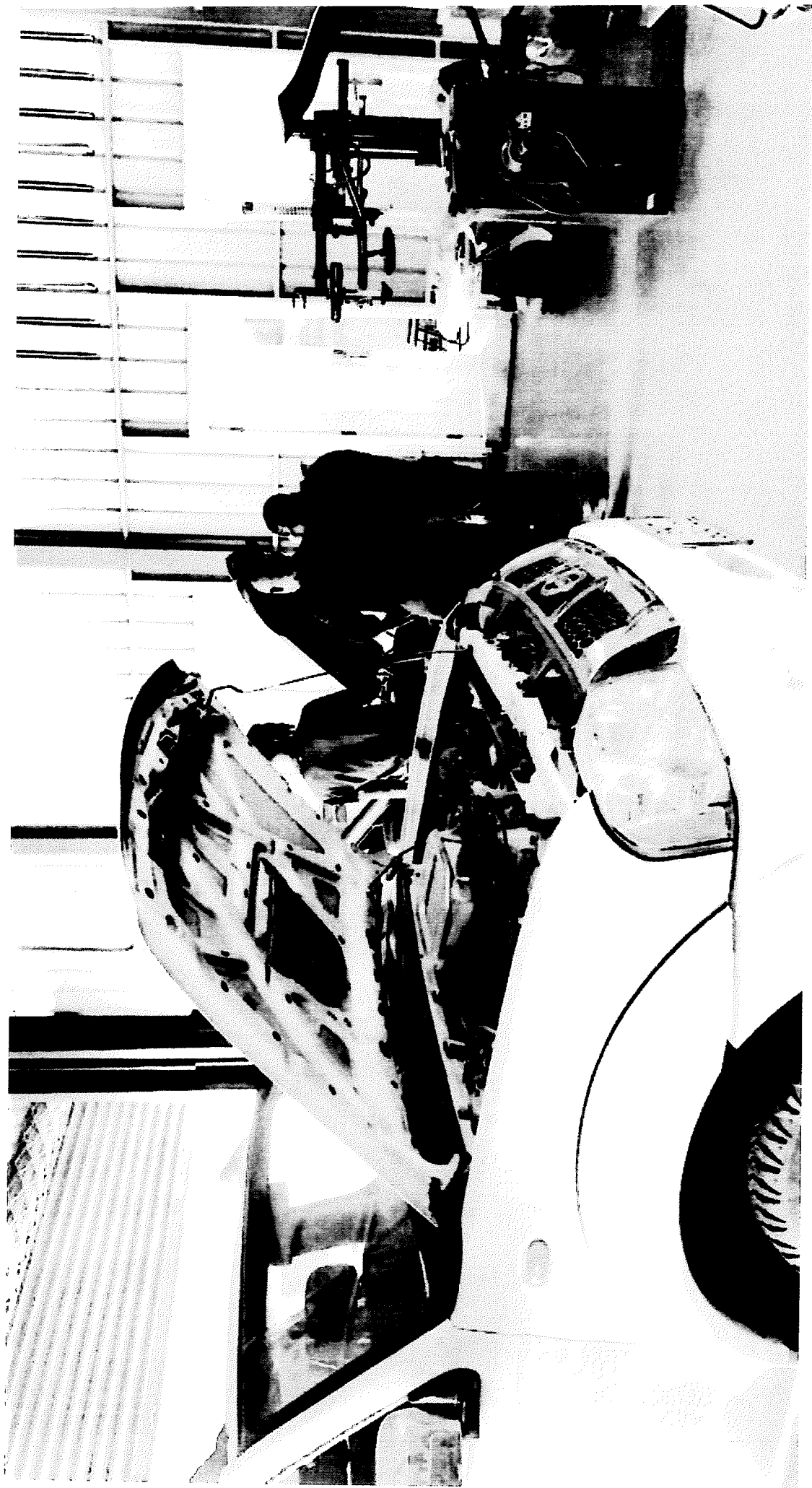
L200
FRONT

40











Tenderer Information Sheet

DATE: SEPTEMBER 20, 2022
IFT NO: BA/UENR/GD/010/22

1. Tenderer's Legal Name: KLATAA ENGINEERING SOLUTIONS COMPANY LTD.
2. In case of JV, legal name of each party:
3. Tenderer's actual or intended Country of Registration: GHANA
4. Tenderer's Year of Registration: FEBRUARY 22, 2016
5. Tenderer's Legal Address in Country of Registration: PLOT C4 ACCRA-TEMA MOTORWAY INDUSTRIAL AREA, SPINTEX ROAD, ACCRA,CLOSE TO OAK PLAZA HOTEL
6. Tenderer's Authorized Representative Information Name: SAMUEL K.O. AMPAW - AGYAPONG Address: P. O. Box CT 9144, ACCRA-NORTH Telephone/Fax numbers: 0244114525 Email Address: klataa.engineeringsolutions@gmail.com
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 4.4.

COMPANY PROFILE

Klataa Engineering Solutions Company Limited is wholly Ghanaian owned, and was incorporated on February 22, 2016 as, a limited liability company with two shareholders authorized to operate in the following areas:

- ❖ Import of Engineering Equipments,
- ❖ Sales and service of automobile and accessories.
- ❖ Sales and service of power generation equipment and accessories.
- ❖ Sales and service of agricultural equipment and accessories.
- ❖ Engineering and management consultancy

In line with the vision of becoming a major player in West Africa and to take advantage of the global market, the name Klataa Engineering Solutions Company Limited was adopted in 2016.

1.OURVISION.

The company has it as a vision to establish, nurture and grow a First Class Service Company in the Automobile, PowerGeneration, Heavy Machinery, and other engineered products with the view of becoming a leader in the West African sub-region.

2. OUR MISSION:

We will always

- ⬇ Offer products that are of excellent quality and value.
- ⬇ Provide the best service/solutions to our customers by building relationships based on intimate understanding of each customer's problems and needs.
- ⬇ Seek new growth opportunities and expand our services to cover the whole of the West African sub-region with a population of over four hundred million.
- ⬇ Adopt efficient management practices in order to grow steadfast and profitable businesses which give commensurate returns to the shareholders.
- ⬇ Build a family of highly motivated management and staff working in an environment that encourages creativity, innovation, integrity, respect and trust for each other in order to achieve their full potential
- ⬇ Strive to be good corporate citizens in the markets in which we operate.

3. CORE VALUES.

- ❖ We strive to deal diligently and sincerely with all stakeholders.

KLATAA ENGINEERING SOLUTIONS

☎ 0244114525 0507313573
0243938653 0507313573

📍 Plot C4, Spintex Road-Accra
P.O BOX CT 9144
Cantoments Accra

✉ Klataa.engineeringSolutions@gmail.com

- ❖ Being mindful of the need to sustain a clean and healthy environment, we shall always pursue activities that will preserve the natural environment.

4. SENIOR MANAGEMENT

K. A. Agyapong, Director – Mechanical Engineer and Marketing Professional.

Agyapong graduated from the Kwame Nkrumah University of Science and Technology in Kumasi, Ghana in the School of Engineering in 1994, and also holds a Post Graduate Diploma in Marketing from GIMPA. Agyapong worked with Ghamot from 1996-1998 (Sales Engineer), Toyota Ghana from 1998-2004 (Asst. Sales Manager), Dansam Enterprise 2004-2013 (General Manager) and Smice International (General Manager) from 2013-2018. He has also gone through several years of training both locally and internationally.

E-mail: Kampaw.klataa@gmail.com

Ing. Dominic Ekow Abban, General Manager- Mechanical Engineer

Holds a Bsc. Mechanical Engineering Degree and Masters Degree in Industrial Operations Management all from Kwame Nkrumah University of Science & Technology. Dominic worked with PHC Motors Limited from 2009 to 2014 (Branch Manager-Kumasi), Smice International from 2014 to 2016 (Branch Manager-Kumasi) and Silva Spare Plus from 2016 to 2020 (Branch Manager-Kumasi) and currently with Klataa Engineering Solutions Company Limited (General Manager). Dominic has a lot of experience in Industrial Operations Management with about twenty (20) years of working experience in the area of Industrial Management, Fleet, Workshop/warehouse Management, Fleet Maintenance, pre/post sales and marketing, and having in-depth understanding of the industry

E-mail: deabban.klataa@gmail.com

Daniel Ampaw-Agyapong, Operations Manager, -I.T Graduate.

Daniel is an I.T graduate from GIMPA, Accra in 2015 and after his National service at SIC, Accra he joined

Klataa Engineering Solutions Company Limited as the Sales Manager in 2017.

He has strong organisational skills and has really managed the operations of Klataa with the best of skills.

E-mail: Dkagyapong.klataa@gmail.com

Samuel K. O. Ampaw-Agyapong, Sales Manager – B.A (Hons) Humanities.

Samuel is a graduate from University of Ghana, Accra in 2017 and after his National service at Stanbic bank, he worked with Enosah Aluminium Trading Company Limited as a sales

officer from August 2018 to May 2019, then he joined Klataa in July 2019 as the Sales Manager.

E-mail: skoampaw.klataa@gmail.com

KLATAA ENGINEERING SOLUTIONS

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Dennis Osafo Osei, Accounts Manager – CIMA-MEMBER, Bsc. Accounting (UPSA)

Dennis is a member of CIMA and a graduate from UPSA with four years experience working as an Accountant with Scancom Ghana Limited, Duneline Konzept, Ultimate Hotel. In July 2019, he joined Klataa Engineering Solutions as the Accounts Manager.

Email: ooseidennis@gmail.com

Maxwell Shardey Nartey, Sales Manager – M.B.A. Strategic Management (KNUST).

Maxwell is a MBA Strategic Management graduate from KNUST. He also holds on Bachelor of Arts in Geography and Economics (minor) from KNUST, Kumasi. He is an advanced marketing professional with over 6 years experience in the Auto Sales Industry. He has worked with companies like SMICE International, Sylva Spare Plus Co. Ltd.

Email: msnartey.klataa@gmail.com

5. OUR LOCATION AND CONTACTS:

HEAD OFFICE:

Spintex Road, Accra,

P. O. Box CT 9144 Cantoments, Accra, Ghana.

Plot C4, Accra-Tema Motorway, Spintex Road

Telephone: 0244114525/50731572

Email address: klataa.engineeringsolutions@gmail.com

6. OUR CUSTOMERS:

We have a host prestigious and high profile customers in the following sectors of the Ghanaian economy:

- i. Major Universities in Ghana.
- ii. Mining, Quarry and Construction Companies.
- iii. Government Ministries and Agencies.
- iv. Non-Governmental Organizations.
- v. Manufacturing Companies (Pharmaceuticals and Beverages)
- vi. Major Banks and Financial Institutions.
- vii. Commercial Houses.
- viii. Private Individuals and Small businesses.

7. BANK REFERENCE.

- 7.1. FIDELITY Bank Ghana, Ridge Towers , Accra.
Contact: Collins Ayim Owusu, Relationship Manager.
Tel: +233-(0)24-943-9446.

KLATAA ENGINEERING SOLUTIONS

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UNIVERSITY OF ENERGY AND NATURAL RESOURCES, SUNYANI

TENDER EVALUATION FOR INTERNATIONAL COMPETITIVE TENDERING: PROCUREMENT OF 4 X 4 SUV VEHICLE FOR THE REGIONAL CENTRE FOR ENERGY AND ENVIRONMENTAL SUSTAINABILITY (RCEES), UENR S/NO 1

BA/UENR/GD/010/22
(BA/UENR/RCEES/GD/010/22)

STAGE 1: PRELIMINARY REQUIREMENTS

No	Name of Tenderer(s)	Tender Signed	Business Reg. cert	VAT Certificate	Valid Tax Clearance Cert	Valid SSNIT Clearance Cert	PPA Reg. Cert	Tender Security-Bond or Bank Guarantee (2% of Tender Price)	Responsive/ Non-Responsive
1	Klataa Engineering Solutions Company Limited	√	√	√	√ 29/09/22	SSNIT's Official Receipt	√ 13/03/23	Bid Bond from Star Assurance GH¢40,000.00	Non-responsive

Signed.....
(Chairman, Tender Evaluation Panel)

Signed.....
(Secretary, Tender Evaluation Panel)

Date..... 5/10/2022

Date..... 05/10/2022

UNIVERSITY OF ENERGY AND NATURAL RESOURCES, SUNYANI
TENDER EVALUATION FOR THE NATIONAL COMPETITIVE TENDERING: PROCUREMENT OF 4 X 4 SUV VEHICLE
FOR THE REGIONAL CENTRE FOR ENERGY AND ENVIRONMENTAL SUSTAINABILITY (RCEES), UENR

S/NO 2B

BA/UENR/GD/010/22
 (BA/UENR/RCEES/GD/010/22)

STAGE 2: COMMERCIAL RESPONSIVENESS

REQUIREMENTS		Klataa Engineering Solutions Company Limited
Payment Terms (1 Week after delivery and upon the submission of invoices))		As Per Tender Document
Delivery Period: (at most 12 Weeks)		12 Weeks
Tender Validity Period: (at least 120 days)		120 Days
Power of Attorney		Provided
Manufacturer's Authorization		Sub Manufacturer's Authorization
After Sales Service: Tenderers should be able to Provide After Sale Services Facilities for Initial three (3) Years of Operation for the vehicles they intend to supply (Statement of After Sale Service should be provided as evidence).		Provided
Warranty Period (3 Years from date of Delivery or 100,000km whichever Comes first)		3 Years or 100,000km whichever Comes first
Audited financial Accounts for 2020 and 2021		Provided
List of at least three (3) References for similar supply.		(2021 and 2020)
Responsive/ Non-Responsive		Provided

Signed.....
 (Chairman, Tender Evaluation Panel)
 Date.....

Signed.....
 (Secretary, Tender Evaluation Panel)
 Date.....

UNIVERSITY OF ENERGY AND NATURAL RESOURCES, SUNYANI

TENDER EVALUATION FOR 1. NATIONAL COMPETITIVE TENDEK..G: PROCUREMENT OF 4 X 4 SUV VEHICLE FOR THE REGIONAL CENTRE FOR ENERGY AND ENVIRONMENTAL SUSTAINABILITY (RCEES), UENR

S/NO 2B

BA/UENR/GD/010/22
(BA/UENR/RCEES/GD/010/22)

STAGE 3: TECHNICAL EVALUATION

No.	MINIMUM REQUIRED SPECIFICATION	Qty	OFFERED SPECIFICATION
	4 X 4 SUV VEHICLE	1 No.	Klataa Engineering Solutions Company Limited
	ENGINE		ENGINE
1	Number of cylinders	6	Number of cylinders
2	Engine type	V engine	Engine type
3	Fuel type	Diesel	Fuel type
4	Displacement (cc)	3346	Displacement (cc)
5	Max power kw/rpm	225/4000	Max power kw/rpm
6	Max power Hp/rpm	306/4000	Max power Hp/rpm
7	Max torque Nm	700/1600-2600	Max torque Nm
	BODY		BODY
8	Body style	Station wagon	Body style
9	Number of doors	5 doors	Number of doors
	DIMENSIONS		DIMENSIONS
10	Dimensions (L*W*H) in mm	5115×1980×1945	Dimensions (L*W*H) in mm
11	Ground clearance (mm)	235	Ground clearance (mm)
12	Wheelbase (mm)	2850	Wheelbase (mm)
	TRANSMISSION		TRANSMISSION
13	Transmission	All time 4×4	Transmission
14	Gearbox	Automatic	Gearbox
15	Rear differential	Manual locking	Rear differential

16	Central differential	Limited slip	Central differential	Limited slip
WEIGHT/CAPACITIES				
17	Fuel tank capacity (L)	80	Fuel tank capacity (L)	80
18	Additional fuel tank capacity	30	Additional fuel tank capacity	30
19	Curb weight (kg)	2605	Curb weight (kg)	2605
20	Gross vehicle weight (kg)	3230	Gross vehicle weight (kg)	3230
21	Number of seats	7	Number of seats	7
BRAKES				
22	Front brake	Ventilated discs	Front brake	Ventilated discs
23	Rear brake	Ventilated discs	Rear brake	Ventilated discs
24	Parking brake	Electric	Parking brake	Electric
SUSPENSIONS				
25	Front suspension	Double triangle	Front suspension	Double triangle
26	Rear suspension	Link suspension	Rear suspension	Link suspension
27	Adaptive variable suspension	Without	Adaptive variable suspension	Without
TYRES				
28	Tyre dimension	265/65 R18	Tyre dimension	265/55 R20, Alloy
EXTERIOR				
29	Wheels	Aluminium	Wheels	Aluminium
30	Front grill	Black	Front grill	Black
31	Front bumpers	Coloured without chrome	Front bumpers	Coloured without chrome
32	Rear bumpers	Coloured without chrome	Rear bumpers	Coloured without chrome
33	Door mirrors	Coloured	Door mirrors	Coloured
34	Adjustable side mirrors	Electric	Adjustable side mirrors	Electric
35	Folding side mirrors	Electric	Folding side mirrors	Electric
36	Spoiler	Rear	Spoiler	Rear
37	Roof rail	Yes	Roof rail	Yes
38	Towing hook	Rear	Towing hook	Rear
INTERIOR AND COMFORT				
39	Radio	Radio CD/ MP3	Radio	Radio CD/ MP3

40	Connections	USB, Bluetooth, Apple play, Android Auto	USB, Bluetooth, Apple Carplay, Android Auto	Connections	USB, Bluetooth, Apple Carplay, Android Auto
41	Handsfree kit	Yes	Yes	Handsfree kit	Yes
42	Touchscreen	7 inches	7 inches	Touchscreen	7 inches
43	Wifi	Yes	Yes	Wifi	Yes
44	Wireless charging	-	-	Wireless charging	-
45	Steering wheel audio control	Yes	Yes	Steering wheel audio control	Yes
46	Loud speaker	6	6	Loud speaker	6
47	Multi-media system	-	-	Multi-media system	Yes
48	Air conditioning	Automatic driver & passenger	Automatic driver & passenger	Air conditioning	Automatic driver & passenger
49	Coolbox	Yes	Yes	Coolbox	Yes
50	Central armrest	Front & Rear	Front & Rear	Central armrest	Front & Rear
51	Cup holders	Front & Rear	Front & Rear	Cup holders	Front & Rear
52	Power windows	Front & Rear	Front & Rear	Power windows	Front & Rear
53	Privacy window	Without	Without	Privacy window	Without
54	Central door locking	Yes	Yes	Central door locking	Yes
55	Central door locking whiles driving	-	-	Central door locking whiles driving	-
56	Smart keys	Yes	Yes	Smart keys	Yes
57	Push & start system	Yes	Yes	Push & start system	Yes
58	Keyless entry system	Yes	Yes	Keyless entry system	Yes
59	Steering wheel	Leather	Leather	Steering wheel	Leather
60	Adjustable steering wheel	Height and reach adjustable	Height and reach adjustable	Adjustable steering wheel	Height and reach adjustable
61	Sunroof	Electric	Electric	Sunroof	Electric
62	Upholstery	Fabric	Fabric	Upholstery	Synthetic Leather
63	Driver seat	Height and reach adjustable	Height and reach adjustable	Driver seat	Height and reach adjustable
64	Power seats	Driver	Driver	Power seats	Driver
65	2 nd role seats	Folding 40/60	Folding 40/60	2 nd role seats	Folding 40/60
66	Power steering	Yes	Yes	Power steering	Yes

67	Parking sensor	Front/Rear	Parking sensor	Front/Rear
68	Video camera	Front	Video camera	Rear
	PASIVE SAFETY		PASIVE SAFETY	
69	Airbags	Driver, passenger	Airbags	Driver, passenger
70	Anti-theft alarm	Yes	Anti-theft alarm	Yes
71	Seatbelts- front	2×3 points	Seatbelts- front	2×3 points
72	Seatbelts 2 nd role	3×3 points	Seatbelts 2 nd role	3×3 points
73	Seatbelt 3 rd role	2×3 points	Seatbelt 3 rd role	2×3 points
74	Headrests	Front, 2 nd role & 3 rd role	Headrests	Front, 2 nd role & 3 rd role
75	Active headrest	-	Active headrest	-
76	Height adjustable lights	Manual	Height adjustable lights	Manual
77	Spare wheel	Alloy	Spare wheel	Alloy
78	Spare wheel location	Under the vehicle	Spare wheel location	Under the vehicle
	ACTIVE SAFETY		ACTIVE SAFETY	
79	Immobilizer	Yes	Immobilizer	Yes
80	Seatbelt warning	Yes	Seatbelt warning	Yes
81	Headlamps	LED	Headlamps	LED
82	Daytime running lights	LED	Daytime running lights	LED
83	Fog lamps	-	Fog lamps	Yes
84	Rain sensor	-	Rain sensor	Yes
85	Electronic stability control	VSC	Electronic stability control	VSC
86	Brake assist	YES	Brake assist	YES
87	Hill start assist control	YES	Hill start assist control	YES
88	ABS	YES	ABS	YES
89	Cruise control	YES	Cruise control	YES
90	Trailer Sway Control (TSC)	YES	Trailer Sway Control (TSC)	YES
91	Demister	Rear windows	Demister	Rear windows
	Responsive/ Non-Responsive			

Signed.....
(Chairman, Tender Evaluation Panel)

Date.....

Signed.....
(Secretary, Tender Evaluation Panel)

Date.....

UNIVERSITY OF ENERGY AND NATURAL RESOURCES, SUNYANI

TENDER EVALUATION FOR THE NATIONAL COMPETITIVE TENDERING: PROCUREMENT OF 4 X 4 SUV VEHICLE FOR THE REGIONAL CENTRE FOR ENERGY AND ENVIRONMENTAL SUSTAINABILITY (RCEES), UENR

S/NO 2B

**BA/UENR/GD/010/22
(BA/UENR/RCEES/GD/010/22)**

STAGE 4: FINANCIAL EVALUATION

Name of Tenderers	Price Readout (GH¢)	Corrected Tender Price (GH¢)	Converted to Common Currency (GH¢)	Ranking	Recommended Tenderer	Justifications
Klataa Engineering Solutions Company Limited	1,740,000.00	1,740,000.00				

**Signed.....
(Chairman, Tender Evaluation Panel)**

**Signed.....
(Secretary, Tender Evaluation Panel)**

Date.....

Date.....

UNIVERSITY OF ENERGY AND NATURAL RESOURCES, SUNYANI
TENDER EVALUATION FOR THE NATIONAL COMPETITIVE TENDERING: PROCUREMENT OF 4 X 4 SUV VEHICLE
FOR THE REGIONAL CENTRE FOR ENERGY AND ENVIRONMENTAL SUSTAINABILITY (RCEES), UENR
S/NO 2B

BA/UENR/GD/010/22
(BA/UENR/RCEES/GD/010/22)

STAGE 5: AFTER SALES SERVICE REQUIREMENT

Name of Tenderer(s)	Provision of After Sales Service Statement

Signed.....
 (Chairman, Tender Evaluation Panel)

Signed.....
 (Secretary, Tender Evaluation Panel)

Date.....

Date.....

UNIVERSITY OF ENERGY AND NATURAL RESOURCES, SUNYANI
TENDER EVALUATION FOR THE NATIONAL COMPETITIVE TENDERING: PROCUREMENT OF 4 X 4 SUV VEHICLE
FOR THE REGIONAL CENTRE FOR ENERGY AND ENVIRONMENTAL SUSTAINABILITY (RCEES), UENR
S/NO 2B

BA/UENR/GD/010/22
 (BA/UENR/RCEES/GD/010/22)

POST-QUALIFICATION

NO	NAME OF TENDERER(S)	CONSTITUTION OR LEGAL STATUS	TOTAL ANNUAL VOLUME OF SALES	LIST OF USERS OF SIMILAR USERS	QUALIFIED OR NOT QUALIFIED
1					
2					
3					
4					
5					
6					
7					

Signed.....

(Chairman, Tender Evaluation Panel)

Date.....

Signed.....

(Secretary, Tender Evaluation Panel)

Date.....

TENDER EVALUATION COMMITTEE MEMBERS

1. Name.....*Prof. Simon Abangre*.....
Designation.....*Chairman*.....
Signature.....*[Signature]*.....

3. Name.....*Paul Nana Nketah*.....
Designation.....*Member*.....
Signature.....*[Signature]*.....

5. Name.....
Designation.....
Signature.....

7. Name.....
Designation.....
Signature.....

2. Name.....*Ebenezer T. Lawnor*.....
Designation.....*Member*.....
Signature.....*[Signature]*.....

4. Name.....
Designation.....
Signature.....

6. Name.....
Designation.....
Signature.....

8. Name.....
Designation.....
Signature.....






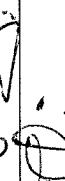
UNIVERSITY OF ENERGY AND NATURAL RESOURCES (UENR), SUNYANI

TENDER OPENING PANEL (TEP) MEETING (NATIONAL COMPETITIVE TENDER, NCT) FOR THE PROCUREMENT OF 4 X 4 SUV VEHICLE FOR THE REGIONAL CENTRE FOR ENERGY AND ENVIRONMENTAL SUSTAINABILITY (RCEES), UENR; PROCUREMENT OF FURNITURE FOR THE REGIONAL CENTRE FOR ENERGY AND ENVIRONMENTAL SUSTAINABILITY (RCEES), UENR. LOT 2A: OFFICE FURNITURE, LOT 2B: AUDITORIUM FURNITURE, LOT 2C: LECTURE HALL FURNITURE, LOT 2D: LABORATORY FURNITURE

ATTENDANCE LIST-STAFF

20TH SEPTEMBER, 2022

11:00 AM

NO.	NAME	DESIGNATION	SIGNATURE	TEL NO.
1	Prof. Simon Abouge	Chairman		0209500070
2	John Baptist Siddh	member		0200535864
3	Paul Nana Nketich	member		0240458484
4	Ebenezer T. Levent	Member		0246954950
5	Francis Ampomah-Djim	Member		0246167445
6	Kofi Swamoh	Secretary		0208360049

UNIVERSITY OF ENERGY AND NATURAL RESOURCES (UENR), SUNYANI

MINUTES OF THE TENDER OPENING PANEL MEETING FOR NATIONAL COMPETITIVE TENDERING (NCT); PROCUREMENT OF 4 x 4 SUV VEHICLE AND FURNITURE FOR THE REGIONAL CENTRE FOR ENERGY AND ENVIRONMENTAL SUSTAINABILITY (RCEES), UENR HELD ON 20TH SEPTEMBER, 2022 AT THE COUNCIL CHAMBER - UENR

MEMBERS PRESENT

1. Prof. Simon Abugre	Dean, School of Natural Resources	Chairman
2. Mr. John-Baptist Siddick	Ag. Director of Procurement	Member
3. Mr. Paul Nana Nketiah	Deputy Director of Finance	Member
4. Mr. Ebenezer T. Lanor	Transport Engineer	Member
5. Mr. Francis Amponsah-Djan	Rep. for Estate Officer	Member
6. Mr. Kofi Dwomoh	Principal Procurement Assistant	Secretary

IN- ATTENDANCE

A. TENDERERS

1. Mr. Emmanuel Adofo	Mat-Bans Company Limited
2. Mr. Emmanuel T. Cyrus	White Pleasure Company Limited
3. Mr. Eric Okyere	Contra-Focus Limited
4. Mr. Anthony Owusu	Yekna Investment Limited
5. Ms. Mildred Assibey	Yekna Investment Limited

1.0 OPENING

The meeting started with a prayer by Mr. Ebenezer T. Lanor after close of tender submission at 11: 00 am. The Chairman welcomed the Tender Opening Committee Members and tenderers representatives who were present at the tender opening and briefed them on the purpose of the meeting, which were to open the following tenders;

- (i) S/No. 1: Procurement of 4 x 4 SUV Vehicle for the Regional Centre for Energy and Environmental Sustainability (RCEES), UENR.
- (ii) S/No. 2: Procurement of Furniture for the Regional Centre for Energy and Environmental Sustainability (RCEES), UENR:
 - Lot 2A: Office Furniture,
 - Lot 2B: Auditorium Furniture,
 - Lot 2C: Lecture Hall Furniture,
 - Lot 2D: Laboratory Furniture.

UNIVERSITY OF ENERGY AND NATURAL RESOURCES (UENR), SUNYANI

The Chairman further informed the Committee and tenderers representatives that, the tender opening session was just the first stage of the tendering process and assured the tenderers of open, transparent and fair process. There was a self-introduction session by all tender Opening Panel Members and Tenderers present.

2.0 OPENING OF TENDER BOX

The locked tender box in which tenderer(s) had deposited their tender was opened in the presence of the Tender Opening Panel and tenderer's representatives who attended the tender opening.

The following Seven (7) Suppliers responded to our advert and purchased the Tender Documents;

1. Toyota Ghana Company Limited, Accra
2. Sneda Motors, Accra
3. Klataa Engineering Solutions Company Limited, Accra
4. Mat-Bans Company Limited, Accra
5. White Pleasure Company Limited, Accra
6. Contra-Focus Limited, Accra
7. Yekna Investment Limited, Accra

However, at the time for the closure of the tender submission, five (5) suppliers submitted their tender documents for the various packages. The suppliers were;

1. Klataa Engineering Solutions Company Limited, Accra
2. Mat-Bans Company Limited, Accra
3. White Pleasure Company Limited, Accra
4. Contra-Focus Limited, Accra
5. Yekna Investment Limited, Accra

3.0 SUBMISSION OF PRELIMINARY REQUIREMENTS

The preliminary requirement indicated in the tender document which the tenderers were required to submit or comply with and their tender prices were read before the tender opening panel and the representatives of tenderers who attended the tender opening meeting.

The requirements indicated in the tender document were as follows:

UNIVERSITY OF ENERGY AND NATURAL RESOURCES (UENR), SUNYANI

- Tender Signed
- Business Registration Certificate
- Valid Tax Clearance Certificate
- Valid SSNIT Clearance Certificate
- VAT Registration Certificate
- Tender Security 2% of Total Tender price
- Public Procurement Authority (PPA) Registration

The tender documents of the tenderers were examined by the committee regarding compliance with these requirements.

UNIVERSITY OF ENERGY AND NATURAL RESOURCES (UENR), SUNYANI

(i) S/No. 1: Procurement of 4 x 4 SUV Vehicle for the Regional Centre for Energy and Environmental Sustainability (RCEES), UENR.

No.	Name of Tenderer(s)	Tender Signed	Business Reg. cert	VAT certificate	Valid Tax Clearance Cert	Valid SSNIT Clearance Cert	PPA Reg. Cert	Tender Security-Bond or Bank Guarantee (2% of Tender Price)	Total Tender price (read-out)
1	Klataa Engineering Solutions Company Limited	√	√	√	√	x	√	Bid Bond from Star Assurance GH¢40,000.00	GH¢1,740,000.00

√: Means tenderer(s) submitted the requirement

x: Means tenderer(s) did not submit the requirement

(ii) S/No. 2: Procurement of Furniture for the Regional Centre for Energy and Environmental Sustainability (RCEES), UENR: Lot 2A: Office Furniture

No.	Name of Tenderer(s)	Tender Signed	Business Reg. cert	VAT certificate	Valid Tax Clearance Cert	Valid SSNIT Clearance Cert	PPA Reg. Cert	Tender Security-Bond or Bank Guarantee (2% of Tender Price)	Total Tender price (read-out)
1	Mat-Bans Company Limited	√	√	√	√	√	√	Bid Bond from Phoenix Insurance GH¢51,620.00	GH¢1,390,250.00
2	Contra-Focus Limited	√	√	√	√	√	√	Bid Bond from SIC Insurance GH¢73,000.00	GH¢1,897,672.00
3	Yekna Investment Limited	√	√	√	√	√	√	Bid Bond from Phoenix Insurance GH¢25,000.00	GH¢1,103,492.00

√: Means tenderer(s) submitted the requirement

x: Means tenderer(s) did not submit the requirement

UNIVERSITY OF ENERGY AND NATURAL RESOURCES (UENR), SUNYANI

**(iii) S/No. 2: Procurement of Furniture for the Regional Centre for Energy and Environmental Sustainability (RCEES), UENR:
Lot 2B: Auditorium Furniture**

No.	Name of Tenderer(s)	Tender Signed	Business Reg. cert	VAT certificate	Valid Tax Clearance Cert	Valid SSNIT Clearance Cert	PPA Reg. Cert	Tender Security (2% of Tender Price)	Total Tender price (read-out)
1	Mat-Bans Company Limited	√	√	√	√	√	√	Bid Bond from Phoenix Insurance GH¢51,620.00	GH¢236,850.00
2	Contra-Focus Limited	√	√	√	√	√	√	Bid Bond from SIC Insurance GH¢73,000.00	GH¢428,480.00

√: Means tenderer(s) submitted the requirement

x: Means tenderer(s) did not submit the requirement

**(iv) S/No. 2: Procurement of Furniture for the Regional Centre for Energy and Environmental Sustainability (RCEES), UENR:
Lot 2C: Lecture Hall Furniture**

No.	Name of Tenderer(s)	Tender Signed	Business Reg. cert	VAT Certificate	Valid Tax Clearance Cert	Valid SSNIT Clearance Cert	PPA Reg. Cert	Tender Security (2% of Tender Price)	Total Tender price (read-out)
1	White Pleasure Company Limited	√	√	√	√	√	√	Bid Bond from Hollard Insurance GH¢23,421.89	GH¢1,054,706.63
2	Mat-Bans Company Limited	√	√	√	√	√	√	Bid Bond from Phoenix Insurance GH¢51,620.00	GH¢818,800.00
3	Contra-Focus Limited	√	√	√	√	√	√	Bid Bond from SIC Insurance GH¢73,000.00	GH¢880,238.00
4	Yekna Investment Limited	√	√	√	√	√	√	Bid Bond from Phoenix Insurance GH¢40,000.00	GH¢1,707,576.00

√: Means tenderer(s) submitted the requirement

x: Means tenderer(s) did not submitted the requirement

UNIVERSITY OF ENERGY AND NATURAL RESOURCES (UENR), SUNYANI

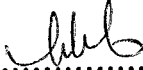
**(iv) S/No. 2: Procurement of Furniture for the Regional Centre for Energy and Environmental Sustainability (RCEES), UENR:
Lot 2D: Laboratory Furniture**

No.	Name of Tenderer(s)	Tender Signed	Business Reg. cert	VAT Certificate	Valid Tax Clearance Cert	Valid SSNIT Clearance Cert	PPA Reg. Cert	Tender Security (2% of Tender Price)	Total Tender price (read-out)
1	White Pleasure Company Limited	✓	✓	✓	✓	✓	✓	✓ Bid Bond from Hollard Insurance GH¢23,421.89	GH¢116,388.00
2	Mat-Bans Company Limited	✓	✓	✓	✓	✓	✓	✓ Bid Bond from Phoenix Insurance GH¢51,620.00	GH¢134,900.00
3	Contra-Focus Limited	✓	✓	✓	✓	✓	✓	✓ Bid Bond from SIC Insurance GH¢73,000.00	GH¢120,510.00


4.0 ADJOURNMENT

The Chairman thanked the tender opening panel and the representatives of tenderers for attending the meeting. The meeting ended with a prayer by Mr. Francis Amponsah-Djan at 2:20 p.m.

CHAIRMAN


.....
Prof. Simon Abugre
Date: 20/09/2022

SECRETARY


.....
Mr. Kofi Dwomoh
Date: 20/09/2022

UNIVERSITY OF ENERGY AND NATURAL RESOURCES
TENDER OPENING CHECKLIST

DATE: 20TH SEPTEMBER, 2022
 PROCUREMENT METHOD: NATIONAL COMPETITIVE TENDER
 CONTRACT NAME: S/NO 1: PROCUREMENT OF 4 X 4 SUV VEHICLE FOR THE REGIONAL CENTRE FOR ENERGY AND ENVIRONMENTAL SUSTAINABILITY (RCEES), UENR
 CONTRACT PACKAGE NO.: BA/UENR/GD/010/22
 (BA/UENR/RCEES/GD/010/22)

NO.	TENDERER'S NAME	DS	CERTIFICATES				BID SECURITY (2%)	TENDER PRICE (GH¢)	REMARKS
			BRC	VAT	SSNIT	TAX			
1	KLATIAA ENG. SOLUTIONS COMPANY LIMITED	✓	✓	✓	Receipt	30/8/22	15/3/2023	1,740,000.00	
2									
3									
4									
5									

.....
 Jule


CHAIRMAN
 DATE: 20/9/2022


.....
 SECRETARY
 DATE: 20/09/2022

KEY

- DS-Document Signed
- VAT-Value Added Tax Certificate
- BRC-Business Registration Certificate
- TAX-Valid Tax Clearance Certificate
- SSNIT-Valid SSNIT Clearance Certificate
- PPA-Public Procurement Authority Registration Certificate

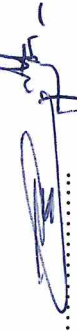
TENDER OPENING COMMITTEE MEMBERS

1. Name..... Prof. Simon Abugre
Designation
Signature..... 

3. Name..... Paul Nwankwiri
Designation Member
Signature..... 

5. Name.....
Designation

7. Name.....
Designation

2. Name..... Ebenezer T. Larnor
Designation Member
Signature..... 

4. Name.....
Designation.....

6. Name.....
Designation.....

8. Name.....
Designation.....

MINUTES OF TENDER EVALUATION PANEL (TEP) MEETING HELD ON WEDNESDAY, 5TH OCTOBER, 2022 AT THE GETFUND HOSTEL'S CONFERENCE ROOM, UENR

A. PRESENT

1. Prof. Simon Abugre	Dean, School of Natural Resources	Chairman
2. Mr. John-Baptist Siddick	Ag. Director of Procurement	Member
3. Mr. Paul Nana Nketiah	Deputy Director of Finance	Member
4. Mr. Ebenezer T. Lanor	Transport Engineer	Member
5. Mr. Kwaku O. Mireku	Estate Officer	Member
6. Mr. Kofi Dwomoh	Principal Procurement Assistant	Secretary

1.0 OPENING

The meeting started at 10.30 p.m. with a prayer by the Chairman, Prof. Simon Abugre. The Chairman then welcomed the Panel Members and briefed them on the purpose of the meeting, which was to evaluate the following tenders;

S/No. 1: Procurement of 4 x 4 SUV Vehicle for the Regional Centre for Energy and Environmental Sustainability (RCEES), UENR

S/No. 2: Procurement of Furniture for the Regional Centre for Energy and Environmental Sustainability (RCEES), UENR:

- Lot 2A: Office Furniture,
- Lot 2B: Auditorium Furniture,
- Lot 2C: Lecture Hall Furniture,
- Lot 2D: Laboratory Furniture.

At this stage, the Chairman asked the Team from Procurement Directorate to take members through the Evaluation Process.

2.0 MAIN BUSINESS: NATIONAL COMPETITIVE TENDERS

- (i) *S/No. 1: Procurement of 4 x 4 SUV Vehicle for the Regional Centre for Energy and Environmental Sustainability (RCEES), UENR*

One (1) firm, namely: **Klataa Engineering Solutions Limited** submitted tender.

The Submissions were as follows;

- (i) Klataa Engineering Solutions Limited - GH¢ 1,740,000.00

The firm was however disqualified because they submitted an Official Receipt instead of Clearance Certificate from SSNIT as requested.

Recommendations:

There was no Recommendation for Award of Contract.

(ii) S/No. 2: Procurement of Furniture for the Regional Centre for Energy and Environmental Sustainability (RCEES), UENR: Lot 2A: Office Furniture

Three (3) firms, namely: **Mat-Bans Company Limited; Contra-Focus Limited; and Yekna Investment Limited** submitted tenders.

The Submissions were as follows;

- (i) Mat-Bans Company Limited- GH¢1,390,250.00
- (ii) Contra-Focus Limited - GH¢1,897,672.00
- (iii) Yekna Investment Limited - GH¢1,103,492.00

The underlisted firms were not substantially responsive based on the following reasons:

- a. **Contra-Focus Limited** was not responsive because the List of references provided by the firm were not related to Office Furniture.
- b. **Yekna Investment Limited** was not responsive because of the following reasons;
 - The firm did not provide information on payment terms as requested.
 - The firm did not provide Audited Financial Accounts for 2020 and 2021 as requested

Recommendations:

On the basis of the evaluation which was carried out in accordance with the Tender Documents, the Panel recommended the acceptance of **Mat-Bans Company Limited** at a total Tender Price of **GH¢1,390,250.00**

(iii) Procurement of Furniture for the Regional Centre for Energy and Environmental Sustainability (RCEES), UENR: Lot 2B: Auditorium Furniture,

Two (2) firms, namely: **Mat-Bans Company Limited; and Contra-Focus Limited** submitted tenders.

The Submissions were as follows;

- (i) Mat-Bans Company Limited- GH¢236,850.00
- (ii) Contra-Focus Limited - GH¢428,480.00

Contra-Focus Limited was not substantially responsive because List of references provided by the firm were not related to Auditorium Furniture.

Recommendations:

On the basis of the evaluation which was carried out in accordance with the Tender Documents, the Panel recommended acceptance of **Mat-Bans Company Limited** at a total Tender Price of **GH¢236,850.00**.

(iv) Procurement of Furniture for the Regional Centre for Energy and Environmental Sustainability (RCEES), UENR: Lot 2C: Lecture Hall Furniture.

Four (4) firms, namely: **White Pleasure Company Limited; Mat-Bans Company Limited; Contra-Focus Limited; and Yekna Investment Limited** submitted tenders

The Submission was as follows;

- (i) White Pleasure Company Limited - GH¢1,054,706.63

- (ii) Mat-Bans Company Limited- GH¢818,800.00
- (iii) Contra-Focus Limited - GH¢880,238.00
- (iv) Yekna Investment Limited - 1,707,576.00

The underlisted firms were not substantially responsive based on the following reasons:

- a. **White Pleasure Company Limited** was not responsive because the firm's proposed Lecture Hall Furniture did not meet our Technical Requirement.
- b. **Contra-Focus Limited** was not responsive because the List of References they provided were not related to Lecture Hall Furniture.
- c. **Yekna Investment Limited** was not responsive because of the following reasons;
 - They did not provide information on the Payment Terms requirement as requested.
 - They did not provide Audited Financial Accounts for 2020 and 2021 as requested

Recommendations:

On the basis of the evaluation which was carried out in accordance with the Tender Documents, the Panel recommended acceptance of **Mat-Bans Company Limited** at a total Tender Price of **GH¢818,800.00**.

- (v) *Procurement of Furniture for the Regional Centre for Energy and Environmental Sustainability (RCEES), UENR: Lot 2C: Lecture Hall Furniture.*

Three (3) firms, namely: **White Pleasure Company Limited; Mat-Bans Company Limited; and Contra-Focus Limited** submitted tenders

The Submission was as follows;

- (i) White Pleasure Company Limited - GH¢116,388.00
- (ii) Mat-Bans Company Limited- GH¢134,900.00
- (iii) Contra-Focus Limited - GH¢120,510.00

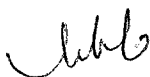
Contra-Focus Limited was not substantially responsive because the List of References that the firm provided were not related to Office Furniture

Recommendations:

On the basis of the evaluation which was carried out in accordance with the Tender Documents, the Panel recommended acceptance of **White Pleasure Company Limited** at a total Tender Price of **GH¢116,388.00**.

3.0 ADJOURNMENT

The Chairman expressed appreciation to the Panel for their time, participation, and contribution to the Evaluation Process. The meeting ended at 2.50 p.m.



.....
Prof. Simon Abugre

Date: 05/10/2022



.....
Mr. Kofi Dwomoh

Date: 05/10/2022






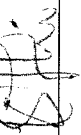
UNIVERSITY OF ENERGY AND NATURAL RESOURCES (UENR), SUNYANI

TENDER EVALUATION PANEL (TEP) MEETING (NATIONAL COMPETITIVE TENDER, NCT) FOR THE PROCUREMENT OF 4 X 4 SUV VEHICLE FOR THE REGIONAL CENTRE FOR ENERGY AND ENVIRONMENTAL SUSTAINABILITY (RCEES), UENR; PROCUREMENT OF FURNITURE FOR THE REGIONAL CENTRE FOR ENERGY AND ENVIRONMENTAL SUSTAINABILITY (RCEES), UENR: LOT 2A: OFFICE FURNITURE, LOT 2B: AUDITORIUM FURNITURE, LOT 2C: LECTURE HALL FURNITURE, LOT 2D: LABORATORY FURNITURE

ATTENDANCE LIST (MORNING SESSION)

5TH OCTOBER, 2022

10:00 AM

NO.	NAME	DESIGNATION	SIGNATURE	TEL NO.
1	Prof. Simon Abuye	Chairman		0209500070
2	John-Baptist Suddu	member		0200535544
3	Paul Nemat Nketiah	member		0240458484
4	Elisawzer T. barasa	Member		02469514930
5	Kreshw O. Mwach	member		0205476829
6	Kofi Asomah	Secretary		0208360049






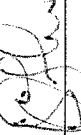
UNIVERSITY OF ENERGY AND NATURAL RESOURCES (UENR), SUNYANI

TENDER EVALUATION PANEL (TEP) MEETING (NATIONAL COMPETITIVE TENDER, NCT) FOR THE PROCUREMENT OF 4 X 4 SUV VEHICLE FOR THE REGIONAL CENTRE FOR ENERGY AND ENVIRONMENTAL SUSTAINABILITY (RCEES), UENR; AND PROCUREMENT OF FURNITURE FOR THE REGIONAL CENTRE FOR ENERGY AND ENVIRONMENTAL SUSTAINABILITY (RCEES), UENR: LOT 2A: OFFICE FURNITURE, LOT 2B: AUDITORIUM FURNITURE, LOT 2C: LECTURE HALL FURNITURE, AND LOT 2D: LABORATORY FURNITURE

ATTENDANCE LIST (AFTERNOON SESSION)

5TH OCTOBER, 2022

10:00 AM

NO.	NAME	DESIGNATION	SIGNATURE	TEL NO.
1	Prof. Simon Abuya	Chairman		020950070
2	John Baptist Suddu	member		020053584
3	Paul Nawa Mwachia	member		0240458484
4	Ebenezer T. Lawan	Member		0206954930
5	Kwaku O. Mireku	Member		0205468229
6	Kofi Boateng	Secretary		0208260049

UNIVERSITY OF ENERGY AND NATURAL RESOURCES
TENDER OPENING CHECKLIST

DATE: 20TH SEPTEMBER, 2022
 PROCUREMENT METHOD: NATIONAL COMPETITIVE TENDER
 CONTRACT NAME: S/NO 1: PROCUREMENT OF 4 X 4 SUV VEHICLE FOR THE REGIONAL CENTRE FOR ENERGY AND ENVIRONMENTAL SUSTAINABILITY (RCEES), UENR
 CONTRACT PACKAGE NO.: BA/UENR/GD/010/22
 (BA/UENR/RCEES/GD/010/22)


NO.	TENDERER'S NAME	DS	CERTIFICATES				BID SECURITY (2%)	TENDER PRICE (GH¢)	REMARKS
			BRC	VAT	SSNIT	TAX			
1	KLATIA ENQ. SOLUTIONS COMPANY LIMITED	✓	✓	✓	Receipt	30/08/22	17/3/2023	1,740,000.00	
2									
3									
4									
5									


.....
 SECRETARY
 DATE: 22/09/2022


.....
 CHAIRMAN
 DATE: 20/9/2022

- KEY**
 DS-Document Signed
 VAT-Value Added Tax Certificate
 BRC- Business Registration Certificate
 TAX-Valid Tax Clearance Certificate
 SSNIT-Valid SSNIT Clearance Certificate
 PPA-Public Procurement Authority Registration Certificate


TENDER OPENING COMMITTEE MEMBERS


1. Name... Prof. Simon Abugre
Designation... Chairman
Signature... 

3. Name... Paul Nana Nketiah
Designation... Member
Signature... 

5. Name... John-Baptist Sudeke
Designation... member
Signature... 

7. Name.....
Designation.....
Signature.....

2. Name... Ebenezer T-Lawson
Designation... Member
Signature... 

4. Name... Kofi Basimok
Designation... Secretary
Signature... 

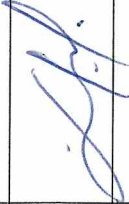

6. Name.....
Designation.....
Signature.....

8. Name.....
Designation.....
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UNIVERSITY OF ENERGY AND NATURAL RESOURCES, SUNYANI

TENDER DOCUMENTS PURCHASE REGISTER

S/NO 1: PROCUREMENT OF 4 X 4 SUV VEHICLE FOR THE REGIONAL CENTRE FOR ENERGY AND ENVIRONMENTAL SUSTAINABILITY (RCEES), UENR

NO.	NAME OF COMPANY	NAME OF REPRESENTATIVE	DATE	TIME	TEL. NO.	RECEIPT NO.	SIGNATURE
1.	TOYOTA CAGAYAN COMPANY LIA.	ANA PEKUA	8/09/22	9:40	0205250000	77712	
2.	SHEDA MOTORS	SAMUEL ASARE	09-09-2022	12:39pm	0244313980	07281	For: SM
3.	Klata Eng. Solutions Co. Ltd	Puni Yaa Asantewaa	13-09-2022	11:21am	0244114525	07282	
4.							
5.							
6.							
7.							
8.							
9.							
10.							

REPUBLIC OF GHANA



**UNIVERSITY OF ENERGY AND NATURAL
RESOURCES, SUNYANI**

TENDER DOCUMENT

NATIONAL COMPETITIVE TENDERING (NCT)

**PROCUREMENT OF 4 X 4 SUV VEHICLE FOR
THE REGIONAL CENTRE FOR ENERGY AND
ENVIRONMENTAL SUSTAINABILITY
(RCEES), UENR**

S/NO 1

**BA/UENR/GD/010/22
(BA/UENR/RCEES/GD/010/22)**

AUGUST, 2022

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University of Energy and Natural Resources, Sunyani
Invitation for Tenders
National Competitive Tendering (NCT)

1. The University of Energy and Natural Resources, Sunyani intends to apply part of its budgetary allocation to fund eligible payments under the contracts for the supply of the underlisted items:

S/NO	Description	Quantity	Contract Package No.	Cost of Tender Document
1	Procurement of 4 x 4 SUV Vehicle for the Regional Centre for Energy and Environmental Sustainability (RCEES), UENR	1 No.	BA/UENR/GD/010/22 (BA/UENR/RCEES/GD/010/22)	GHC 500.00

2. The University of Energy and Natural Resources, Sunyani now invites sealed Tenders from eligible suppliers for the Supply of the above listed items:

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

3. Tenderers may obtain further information and inspect the tender document at the **UENR Procurement Directorate Building from 9:00am to 4:00pm**, each working day from **Wednesday, 31st August, 2022**.
4. A complete set of Tender Documents in English may be purchased by the interested Tenderers upon submission of a written application to the address below and upon payment of a non- refundable fee of **GHC 500.00 for Tender Document for each package at the Finance Directorate, UENR**.
5. Tenders must be delivered to the address below at or before **11:00 a.m. on Tuesday, 20th September, 2022**. Tenders shall be valid for **120 days** after the deadline of submission of Tenders. All tenders must be accompanied by a Tender Security of **2% of the Tender price. Late Tenders will not be accepted and will be returned unopened to the Tenderer**. Tenders will be opened immediately after the closing time of submission of tenders in the presence of the Tenderers' representatives, who

choose to attend at **the University's Council Chamber, University of Energy and Natural Resources, Sunyani** at **11:00 a.m., on Tuesday, 20th September, 2022.**

6. Address for purpose of Tender submission:

**The Vice-Chancellor
ATTN: Ag. Director of Procurement
University of Energy and Natural Resources
P.O. Box 214
Sunyani, Ghana**

7. Location for the submission of tenders:

**The Procurement Directorate Building
Opposite UENR Basic School
University of Energy and Natural Resources (UENR)
Sunyani, Ghana
Telephone: 0352290367/0244535464

Email: procurementdirector@uenr.edu.gh**

8. It is mandatory that Tenderers include in their tender the underlisted statutory requirements.

- Valid GRA Tax Clearance Certificate.
- Valid SSNIT Clearance Certificate.
- Valid VAT Registration Certificate.
- Valid Business Registration Certificate.
- Valid Certificate of Incorporation.
- Valid Certificate of Commencement.
- Valid Registration Certificate from PPA.

Section II. Instructions to Tenderers (ITT)

A. INTRODUCTION

- 1. Scope of Tender**
- 1.1 University of Energy and Natural Resources, Sunyani (hereinafter referred to as the Purchaser) wishes to receive Tenders for supply and delivery of goods, materials and equipments described in Section V and VII hereof (hereinafter referred to as the Goods).
- 1.2 All Tenders are to be completed and returned to the Purchaser in accordance with these Instructions to Tenderers.
- 2. Source of Funds**
- 2.1 The Purchaser shall fund this procurement from part of its budgetary allocation to pay for the contract (hereinafter referred to as the "Contract") for which this Invitation for Tenders is issued toward the realization of the purchase of **4 x 4 SUV**.
- 2.2 Payments will be made only at the request of the Purchaser and upon approval by a designated official of the Republic of Ghana in accordance with terms and conditions of the contract agreement between the Purchaser and the Supplier (hereinafter referred to as the "Contract"), and will be subject in all respects to the Financial Administration Act, 2003 (Act 654) of the Republic of Ghana. No party other than the Supplier shall derive any rights from the Contract or have any claims to the funds.
- 3. Eligible Tenderers**
- 3.1 This Invitation for Tenders is open to all eligible suppliers indicated in the Tender Data Sheet.
- 3.2 State owned enterprises may participate only if they are legally and financially autonomous, operate under commercial law, and are not a dependent agency of the Purchaser.
- 3.3 Tenderers should not be associated or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of goods to be purchased under this Invitation for Tenders.
- 3.4 Tenderers shall not be under a declaration of ineligibility for

corrupt and fraudulent practices issued by the Public Procurement Authority in accordance with sub-clause 38.1.

4. Eligible Goods and Services

- 4.1 All goods and related services to be supplied under the contract shall have their origin in eligible source countries, as specified in the ITT Clause 3.1 and all expenditures made under the contract will be limited to such goods and services.
- 4.2 For purposes of this clause, “Origin” means the place where the goods are mined, grown, or produced, or the place from which the related services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 4.3 The origin of goods and services is distinct from the nationality of the Tenderer.

5. Cost of Tender

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

B. THE TENDER DOCUMENTS

6. Content of Tender Documents

- 6.1 The goods required, Tender procedures and contract terms are prescribed in the Tender Documents. In addition to the Invitation for Tenders, the Tender Documents include:
- a. Instruction to Tenderers (ITT);
 - b. Tender Data Sheet;
 - c. General Conditions of Contract (GCC);
 - d. Special Conditions of Contract (SCC);
 - e. Schedule of Requirements;
 - f. Technical Specifications;
 - g. Tender Form and Price Schedules (Bill of Quantities);
 - h. Tender Security Form;
 - i. Contract Form and Contract Data Sheet;
 - j. Performance Security Form;
 - k. Bank Guarantee for Advance Payment Form;
 - l. Manufacturer’s Authorization Form.
- 6.2 The Tenderer is expected to examine all instructions, forms,

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

7. Clarification of Tender Documents 7.1 A prospective Tenderer requiring any clarification of the Tender Documents may request the Purchaser in writing or by fax at the Purchaser's address indicated in Tender Data Sheet. The Purchaser will respond in writing or by fax or by email to any request for clarification of the Tender documents which it receives no later than fourteen (14) days prior to the deadline for the submission of Tenders. The Purchaser's response (including an explanation of query without identifying the source of inquiry) will be sent in writing or fax or email to all perspective Tenders, who have purchased the Tender Documents.

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

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

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

C. PREPARATION OF TENDERS

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

10. Documents Comprising the Tender 10.1 The Tenderer's Tender shall comprise the following components:

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

- b. Documentary evidence established in accordance with Clause 14 that the Tenderer is eligible to Tender and is qualified to perform the contract if its Tender is accepted;
- c. Documentary evidence established in accordance with Clause 15 that the goods to be supplied by the Tenderer are genuine and newly manufactured goods and conform to the Tender Documents; and
- d. Tender security furnished in accordance with Clause 16 and in the form specified in Section VII.

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

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

- i. the price of the goods quoted EXW (ex works, ex factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs, excise and other duties and sales and other taxes already paid or payable;
- ii. the price for Inland Transportation, Insurance, and other Local Costs incidental to Delivery of the Goods to their final destination, if specified in the *Tender Data Sheet*;
- iii. the price of other incidental services, if any, listed in the *Tender Data Sheet*.

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

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

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

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

- i. Name and address of the Agent/Representative,
- ii. The Agent/Representative providing type of services,
- iii. Amount of commission if the Agent/ Representative is entitled to get such payment with specific reference to the tendering procedure,
- iv. Other agreement with Agent/Representative, if any,
- v. Tenderer should certify in the Letter of Authorization as follows:

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

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

- i. Source of information about tender invitation,
- ii. The remuneration given to the individual or firm/company or organisation to work on his behalf for submitting tender, representation in the Tender opening and other required action in connection with the tender,
- iii. Transfer or handover an evidence of foreign currency exchanged which is required to be submitted with the tender,
- iv. If the bank account of any Ghanaian citizen has been used for the exchange of foreign currency specify the name of the individual and his address. If the foreign currency has been exchanged by self then the certificate of currency exchanged issued by the bank.

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

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

13. Currency of Tender

13.1 Prices shall be quoted in Ghanaian Cedis (GHC)

14. Document Establishing Tenderer's Eligibility and Qualifications

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

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

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

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

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

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

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

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

15.2 The documentary evidence of the goods eligibility shall consist of a statement in the Price Schedule on the country of

origin of the Goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.

- 15.3 The documentary evidence of conformity of the Goods and Services to the Tender documents may be in the form of Literature, Drawings, and Data, and shall consist of:
- a. a detailed description of the essential Technical and Performance characteristics of the Goods;
 - b. a list giving full particulars, including available sources and current prices of Spare Parts, Special Tools, etc., necessary for the proper and continuing functioning of the Goods for a period to be specified in the *Tender Data Sheet* following commencement of the use of the Goods by the Purchaser.

16. Tender Security

- 16.1 Pursuant to Clause 10, the Tenderer shall furnish as part of its Tender, Tender security as specified in the *Tender Data Sheet*. The Tender security is required to protect the Purchaser against the risk of the Tenderer's conduct, which would warrant the security's forfeiture pursuant to para. 16.6.
- 16.2 The Tender Security shall, at the Tenderer's option, be in the form of either a certified check, or Bank Guarantee from a bank in Ghana, a bond issued by an insurance or bonding institution, which has been determined by the Tenderer to be acceptable to the Purchaser. The format of the Tender Security should be in accordance with one of the Sample Forms of Tender Security included in Section VII or another form acceptable to the Purchaser. The Tender Security shall be valid for 28 days beyond the period of validity of the Tender.
- 16.3 Any Tender not secured in accordance with paras 16.1 and 16.2 will be rejected by the Purchaser as non-responsive pursuant to clause 26
- 16.4 The Tender Security of unsuccessful Tenders will be returned within 14 days after the expiration of the Tender validity period prescribed in sub-clause 17.1.
- 16.5 The Tender Security of the successful Tenderer will be discharged when the Tenderer has furnished the required

Performance Security and signed Contract.

16.6 The Tender Security shall be forfeited:

- a. if a Tenderer withdraws its Tender during the period of Tender Validity specified by the Tenderer on the Tender form; or
- b. in case of a successful Tender, if the Tenderer fails within the specified time limit to:
 - i. sign the contract in accordance with Clause 36 or
 - ii. furnish performance security in accordance with Clause 37.

17. Period of Validity of Tenders

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

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

18. Format and Signing of Tender

18.1 The Tenderer shall prepare one original of the documents comprising the Tender as described in ITT Clause 10, bound with the volume containing the Form of Tender and Price Schedule, and clearly marked "**ORIGINAL**". In addition, the Tenderer shall submit three copies of the Tender and clearly marked as "**COPY**". In the event of discrepancy between them, the original shall prevail.

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

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

D. SUBMISSION OF TENDERS

19. Sealing and Marking of Tenders

- 19.1 The Tenderer shall seal the original and the copy of the Tender in two inner envelopes and an outer envelope, duly marking the inner **Envelopes as “Original” and “Copy”**.

- 19.2 The inner and outer envelopes shall:

- a. be addressed to the Purchaser at the address given in the *Tender Data Sheet*;
- b. bear (the Project Name, the Invitation for Tenders number and Identification number if any).
- c. provide a warning **“Not to Open Before”** the time and date for Tender opening as specified in the *Tender Data Sheet*.

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

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

20. Deadline for Submission of Tenders

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

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

- deadline as extended.
- 21. Late Tenders** 21.1 Any Tender not received within the date and time specified in ITT Clause 20 **will not be accepted and will be returned unopened.**
- 22. Modification and Withdrawal of Tender** 22.1 The Tenderer may modify or withdraw its Tender after the Tender submission, provided that written notice of the modification or withdrawal is received by the Purchaser twenty four (24) hours prior to the deadline prescribed for submission of Tenders in Clause 20.
- 22.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of Clause 18 and 19, with the outer and inner envelopes additionally marked "Modification" or Withdrawal" as appropriate. A withdrawal notice may also be sent by fax or email but followed by a signed confirmation copy, received not later than the deadline for submission of Tenders.
- 22.3 No Tender may be modified or withdrawn subsequent to the deadline for submission of Tenders.
- 22.4 No Tender may be withdrawn in the interval between the deadline for submission of Tenders and the expiration of the period of Tender validity specified by the Tenderer on the Tender Form. Withdrawal of a Tender during this interval shall result in the Tenderer's forfeiture of its Tender security, pursuant to Clause 16.6.
- 22.5 Tenderers may only offer discounts, or otherwise modify the prices of their Tenders by submitting Tender modifications in accordance with ITT Clause 22, or included in the original Tender submission.

E. TENDER OPENING AND EVALUATION

- 23. Opening of Tenders by Purchaser** 23.1 The Purchaser will open Tenders including modifications made pursuant to Clause 22, in the presence of Tenderers' representatives who choose to attend, at **11:00 am at the Council Chamber of the University of Energy and Natural Resources, Sunyani at the Ground floor of the Main Administration Block, on Tuesday, 20th September, 2022.** The Tenderers' representatives who are present shall sign a register evidencing their attendance.

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

23.3 The Tenderers' names, Tender prices, modifications, discounts offered, Tender withdrawals and the presence or absence of the requisite Tender security and such other details as the Purchaser, at its discretion, may consider appropriate will be announced and read aloud by the Purchaser at the Tender opening session.

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

24. Process to be Confidential

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

25. Clarification of Tenders

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

26. Examination of Tenders and Determination of Responsiveness

26.1 The Purchaser will determine whether each Tender:

- a. meets the eligibility criteria defined in ITT Clause 3;
- b. has been properly signed;
- c. is accompanied by the required securities;
- d. is substantially responsive to the requirements of the Tender documents.

26.2 Arithmetical errors will be rectified on the following basis:

- i. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price

and quantity, the unit price shall prevail and the total price shall be corrected. If the Tenderer does not accept the correction of the errors, its Tender will be rejected, and its Tender Security may be forfeited,

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

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

- a. which affects in any substantial way the Scope, Quality, or Performance of the Contract;
- b. which limits in any substantial way, inconsistent with the Tender documents, the Purchaser's rights or the Tenderer's obligations under the contract; or
- c. whose rectification would affect unfairly the competitive position of other Tenderers presenting substantially responsive Tenders.

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

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

28. Evaluation and Comparison of Tenders

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

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

28.3 The Purchaser reserves the right to accept or reject any

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

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

- a. Delivery schedule offered in the Tender;
as per the schedule of requirement
- c. the cost of components, mandatory spare parts, and service; Tenderers must have aftersales service facilities in Ghana and are required to hold sufficient stock of spare parts for the maintenance and repair of the vehicles
- d. Contractual and Commercial Deviations: Tenderers are required to indicate their proposals for the maintenance and repair of the vehicles if awarded the contract to supply
- e. Other specific criteria indicated in the *Tender Data Sheet* and/or in the Technical Specifications.

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

- a. **Delivery schedule:** The Goods covered under this Invitation are required to be delivered (shipped) within an acceptable range of days/weeks/months [*as applicable*] specified in the Schedule of Requirement. No credit will be given to earlier deliveries, and Tenders offering delivery beyond this range will be treated as nonresponsive. Within this acceptable range, an adjustment per day, as specified in the *Tender Data Sheet*, will be added for evaluation to the Tender Price of Tenders offering delivery later than the Earliest Delivery Period specified in the Schedule of Requirements.
- b. **Cost of spare parts and services:** The list of items and quantities of major assemblies, components, and selected spare parts, likely to be required during the initial period of operation specified in the *Tender Data Sheet*, is annexed to the Technical Specifications. The total cost of these items, at the unit prices quoted in each Tender, will

be added to the Tender Price. The cost to the purchaser of establishing the minimum service facilities and part inventories as outlined in the Tender data Sheet or elsewhere in the Tender Document if quoted separately shall be added to the Tender Price.

[Specify factors, if necessary as per departmental requirements. This Clause should be the elaboration of ITT Clause 28.5 (d) and 28.6 (d)].

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

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

- | | | |
|-------------------------------------|------|---|
| Alternative | 28.6 | Tenderers are entitled to offer alternatives that will meet the requirement |
| 29. Margin of Preference | 29.1 | A margin of Preference where applicable shall be provided as <i>Specified in Tender Data Sheet</i> . |
| 30. Contacting the Purchaser | 30.1 | Subject to Clause 25, no Tenderer shall contact the Purchaser on any matter relating to its Tender, from the time of the Tender opening to the time the Contract is awarded. If the Tender wishes to bring additional information to the notice of the Purchaser, it should do so in writing. |
| | 30.2 | Any effort by a Tenderer to influence the Purchaser in the Purchaser's Tender evaluation, Tender comparison or contract award decisions may result in the rejection of the Tenderer's Tender |

F. AWARD OF CONTRACT

31. Post qualification¹

- 31.1 In the absence of prequalification, the Purchaser will determine to its satisfaction whether the Tenderer selected as having submitted the lowest evaluated responsive Tender is qualified to satisfactorily perform the Contract.
- 31.2 The determination will take into account the Tenderer's financial, technical and production capabilities/ resources. It will be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer, pursuant to Clause 14.3, as well as such other information as the Purchaser deems necessary and appropriate.
- 31.3 An affirmative determination will be a prerequisite for award of the Contract to the Tenderer. A negative determination will result in rejection of the Tenderer's Tender, in which event the Purchaser will proceed to the next lowest evaluated Tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

32. Award Criteria

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

33. Purchaser's Right to Vary Quantities at Time of Award

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

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

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

- 35. Notification of Award**
- 35.1 The Tenderer whose Tender has been accepted will be notified of the award by the Purchaser prior to expiration of the Tender validity period by facsimile confirmed by a letter that its Tender has been accepted.
- 35.2 The notification of award will constitute the formation of the Contract
- 35.3 Upon the successful Tenderer's furnishing of performance security pursuant to Clause 37, the Purchaser will promptly notify each unsuccessful Tenderer and will discharge its Tender security, pursuant to Clause 16.
- 35.4 The contract will incorporate all Agreements between the Purchaser and the successful Tenderer.
- 36. Signing of Contract**
- 36.1 At the same time as the Purchaser notifies the successful Tenderer that its Tender has been accepted, the Purchaser will call the successful Tenderer in order to sign the Contract through Notification of Award.
- 36.2 Within fourteen (14) days of receipt of the Notification of Award, the successful Tenderer shall sign the Contract.
- 37. Performance Security**
- 37.1 Within 14 days of receipt of notification of award from the Purchaser, the successful Tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the Tender Documents; denominated in the type and proportion of amount as specified in the Notification of award.
- 37.2 Failure of the successful Tenderer to comply with the requirement of Clause 36 or sub-clause 37.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Tender security in which event the Purchaser may make the award to the next lowest evaluated Tender or call for new Tenders.
- 37.3 The Performance Security provided by the successful Tender in the form of a Bank Guarantee as specified in Section VII, shall be issued by a Bank in Ghana acceptable to the Purchaser.
- 38. Corrupt or Fraudulent Practices**
- 38.1 The Government of the Republic of Ghana requires that Tenderers under the contracts financed from public funds, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the following terms shall be interpreted as indicated:

- a. “corrupt practice” means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution; and
 - b. “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract, and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the benefits of free and open competition;
- 38.2
- a. The Purchaser will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
 - b. The Purchaser will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- 38.3
- Furthermore, Tenderer shall be aware of the provision stated in sub-clause 24.1 (c) of the General Conditions of Contract.

Tender Data Sheet

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

Introduction	
ITT.1.1	Name of Purchaser: University of Energy and Natural Resources, Sunyani
ITT. 2.1	The Source of Funds is Internally Generated Funds (IGF)
ITT. 2.1	Name of Contract: Procurement of 4 x 4 SUV Vehicle for the Regional Centre for Energy and Environmental Sustainability (RCEES), UENR.
ITT 7.1	Purchaser's Name: University of Energy and Natural Resources Address: P.O Box 214, Sunyani Telephone or telex : 0352290367/0244535464 Email Address: procurementdirector@uenr.edu.gh
ITT 8.1	Purchaser can modify Tender documents before the Deadline for submission of Tenders by issuing Addenda.
ITT 9.1	Language of the Tender: English.

TENDER PRICE AND CURRENCY	
ITT 12.1 (i)	The price quoted shall be : The prices shall include all duties, taxes and other levies. The prices should be expressed in the term of EXW in Ghana Cedis (GH¢).
ITT 12.1 (ii)	The Prices for inland transportation: GH¢..... The prices for insurance: GH¢..... The prices for other local cost: GH¢.....
ITT 12.1 (iii)	The price of other incidental services : (a)GH¢..... (b)GH¢..... IGH¢..... Total CIP to [name of final destination] GH¢.....
ITT 12.4	The prices shall be fixed
ITT 13.1	The prices shall be quoted in New Ghana Cedis (GH¢)

PREPARATION AND SUBMISSION OF TENDERS

ITT 14.3
I

A. Qualification requirements.

- i) The offered goods/equipment shall be latest and in current production for minimum of 2 years. If the offered model is new, the manufacturer must have experience in producing the similar model for a minimum of 2 years.
- ii) The Tender shall furnish a list of users who had purchased same/similar goods/equipment in last 2 years., and number of equipment sold to them. They will be used as references to check the performance of the offered model, if necessary.
- iii) Compliance with variation from the departmental requirement of the technical specification shall be duly filled in the offered specification column of the Technical Specification.
- iv) Separate Tender shall be submitted for each package. No Tender will be considered if the offered quantity is different from that specified in the Technical Specification.
- v) An agent can submit Tenders on behalf of more than one manufacturer but separate complete Tenders including Tender security shall be submitted for each manufacturer.
- vi) If an Agent submits Tenders on behalf of more than one Manufacturer, unless each such Tender is accompanied by a separate Tender Form for each Tender, and a Tender security, when required, for each Tender, and authorization from the respective Manufacturer, all such Tenders will be rejected as non-responsive.
- viii) Other qualifications.

B. ARRANGEMENT OF TENDER SUBMISSION

Tender Should be submitted in the following order

1. Tender Form and Price Schedule;
2. Power of Attorney;
3. Tender Security;
4. Statutory documents (SSNIT, VAT, TAX, Business Registration Certificates and PPA);
5. Technical Specification Offered;
6. Warranty, Country of Origin, Delivery Period, Payment terms, Validity Period;
7. Manufacturer's Authorization;
8. List and addresses of at least 3 users who have purchased same/similar goods/equipment in last 2 years from your firm and the number of equipment/ goods sold to them;

	<p>9. After Sales Service statement; and</p> <p>10. Any other information of relevance to the Tender</p>
ITT 15.3 (b)	AFTER SALES SERVICE: Tenderers should be able to Provide After Sale Services Facilities for Initial three (3) Years of Operation for the vehicles they intend to supply (Statement of After Sale Service should be provided as evidence).
ITT 16.1	Amount of Tender Security: Two percent (2%) of total Tender Price NOTE: The Tender Security must be obtained from a reputable BANK or Recognized Insurance Companies.
ITT 17.1	Tender Validity Period: 120 days.
ITT 18.1	Number of copies: Original and three (3) copies (Making it a total of 4 Copies required for submission).
ITT 19.2 (a)	Address for Tender submission: The Vice Chancellor ATTN: Ag. Director of Procurement University of Energy and Natural Resources Sunyani.
	IFT title and number: <ul style="list-style-type: none"> • Procurement of 4 x 4 SUV Vehicle for the Regional Centre for Energy and Environmental Sustainability (RCEES), UENR. • BA/UENR/GD/010/22 (BA/UENR/RCEES/GD/010/22)
ITT 20.1	Deadline for Tender submission: Date : 20th September, 2022 Time : 11:00 am Place : Procurement Directorate, UENR

ITT 22.1	Deadline for Tender Modification and Withdrawal: Twenty-four (24) hours prior to the deadline for Tender Submission as per ITT 20.1 Date : 19th September, 2022 Time : 4:00 pm Place : Procurement Directorate, UENR
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ITT 23.1	Tender Opening: Date : 20th September, 2022 Time : 11:00 am Place: The Council Chamber, University of Energy and Natural Resources (UENR) Ground Floor, Main Administration Block - Sunyani
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TENDER EVALUATION

ITT 28.4

Criteria for Tender evaluation shall be in stages:

The evaluation will be done in stages as indicated below:

a) Stage 1: Preliminary Examination:

The tenderers qualification requirements listed below shall be treated as mandatory requirements to be used as criteria for evaluation of tenders in the first stage. Tenderers are required to provide documentary evidence for consideration.

Qualification Requirements

- Tender Signed
- Business Registration Certificate with currently renewed receipt.
- Valid Tax clearance certificate
- VAT registration certificate
- Valid SSNIT clearance certificate
- Public Procurement Authority (PPA) Registration Certificate
- Tender Security (**2% of Tender Price from Reputable Bank/ Recognized Insurance firm**)

Submission of Brochures: As apart of the requirements, tenderers are required to submit brochures on the specification of the brands they intend to supply.

Only tenderers whose tender pass the qualification requirements will be considered for the second stage.

b) Stage II. The Preliminary Examination (Commercial Responsiveness) would be done using the underlisted:

- Payment Terms (**1 Week after delivery and upon the submission of invoices**)
- Delivery Period (**at most 12 weeks**)
- Tender Validity Period (**at least 120 days**)
- Warranty Period (**3 Years from date of Delivery or 100,000km whichever Comes first**)
- List of at least three (3) References for similar supply
- Audited financial Accounts for **2020** and **2021**

c) Stage III. The Technical Evaluation would be done using minimum specification method. Brochures submitted by tenderers will also be inspected and examined.

Tenderers who will appropriate our specification indicated in the Technical Specification column of the tender document will be passed to the next stage of the evaluation (Financial Evaluation)

d). Stage IV. Evaluation of financial proposals of only the tenderers who passed the first **three (3) stages** will be considered for the financial evaluation.

	<p>e) Stage V. After sales services support Capacity and willingness to provide: - Servicing & Maintenance facilities. -Availability of Spare parts.</p> <p>NB: The contract will be awarded to the tenderer who passes all the five (5) stages of evaluation.</p>
ITT 28.5 (a)	<p>Delivery schedule: Relevant parameters of delivery:</p> <p>(i) Delivery shall take place at the premises of the University. (ii) (iii) <i>[Specify relevant parameters, if any required.]</i> Adjustment expressed as a percentage of : 0.1% per day of the value of Delayed Goods.</p>
ITT 28.5 I	<p>Cost of spare parts: GHC. [in total] : GHC.[per unit]</p> <p>Initial period of operation is: 2 years. List of items required is annexed to the Technical Specification.. Not Applicable</p>

ITT 28.5 (f)	<p>Specific additional criteria are :</p> <p>(i) (ii) (iii) <i>[If not applicable in Tender Data Sheet specify details on the evaluation method in the Technical Specifications.]</i></p>
ITT 28.5 Alternative	<p><i>[Specify the evaluation factors(s) if alternative provision is added in ITT 28.5.]</i> Not Applicable</p>
ITT 29.1	<p>A margin of preference shall be given up to 15% high cost than the lowest evaluated Tender. Not Applicable</p>
CONTRACT AWARD	
ITT 33.1	<p>Percentage for quantity increase or decrease: One Hundred per cent (100%)</p>
ITT 35.1	<p>Notification of Award shall be sent to the successful Tenderer at any time prior to expiration of Tender Validity.</p>
ITT 37.1	<p>Tenderer shall deliver a Performance Security of 10% in the amount as specified in the Notification of Award and in the form of Bank Guarantee within 14 days of the receipt of Notification of Award.</p>

Section III. General Conditions of Contract

1. Definitions

- 1.1 In this contract, the following terms shall be interpreted as indicated:
- a. “The Contract” means the agreement entered into between the Purchaser and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;
 - b. “The Contract Price” means the price payable to the Supplier under the contract for the full and proper performance of its contractual obligation;
 - c. “The Goods” means equipment, machinery, related Accessories, spare-parts and/or other materials which the Supplier is required to supply to the Purchaser under the contract;
 - d. “The Services” means services ancillary to the supply of the goods such as transportation and insurance and any other incidental services, such as installation, commissioning, the operational and maintenance training of the supplied equipment and other such obligations of the supplier covered under the Contract.
 - e. “The Purchaser” means the Procurement Entity of the Republic of Ghana purchasing the goods.
 - f. “The Supplier” means the individual or organization supplying the goods and services under this contract.
 - g. “The Purchaser’s Country” is Ghana.
 - h. “The Delivery Site” where applicable, means the place or places where supply of goods to deliver and performance of services to be complete.
 - i. “Day” means calendar day.

j. "Public funds" include:

- (i) funds from government budget, Metropolitan Assembly budgets, Municipal Assembly budgets or District Assembly budgets;
- (ii) funds from government Foundations;
- (iii) funds from government Trust Funds;
- (iv) funds from domestic loans and foreign loans taken or guaranteed by government;
- (v) funds from state foreign aid;
- (vi) revenue received from the economic activity of state or local government agencies or other legal persons in public law financed from the Government budget, Metropolitan Assembly budgets, District Assembly budgets or Government foundations;

2. Application

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

3. Country of Origin

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

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

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

4. Standards

4.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standards

appropriate to the Goods' country of origin, such standards shall be the latest issued by the concerned institution.

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

5. Use of Contract Documents and Information

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

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

5.3 Any document, other than the Contract itself, enumerated in subclause 5.1 shall remain the property of the Purchaser and shall be returned (all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so required by the Purchaser.

6. Patent Rights

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

7. Performance Security

7.1 Within fourteen (14) days after the Supplier's receipt of notification of award of the contract, the successful Tenderer shall furnish performance security to the Purchaser in the amount specified in the Special Conditions of Contract and in the form specified in Section VII.

7.2 The proceeds of the performance security shall be payable to the

Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

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

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

8. Inspections and Tests

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

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

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

8.4 The Purchaser's right to inspect, test and, where necessary, reject the goods after the goods' arrival in the Purchaser's country shall in no way be limited or waived by reason of the goods having previously been inspected, tested and passed by the Purchaser or its Representative prior to the goods' shipment from the country of origin.²

² It is intended that the Purchaser generally inspects the goods also on arrival at discharge port(s), and where a fresh independent inspection is for any reason considered

- 8.5 Nothing in GCC Clause 8 shall in any way release the Supplier from any warranty or other obligations under this Contract.
- 8.6 A Certificate of Acceptance shall be issued by the Purchaser after necessary inspection and tests of the Goods supplied as specified in SCC.
- 9. Packing**
- 9.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, as Specified in the Special Conditions of Contract (SCC), and in any subsequent instructions issued by the Purchaser.
- 10. Delivery and Transfer of Risk**
- 10.1 Delivery of the goods shall be made by the Supplier in accordance with the terms specified by the Purchaser in its Schedule of Requirements. The details of shipping and/or other documents to be furnished by the supplier are specified in the Special Conditions of Contract.
- 10.2 For purposes of the Contract, "FOB," "C&F," "CIF", "CIP", "EXW" and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of the International Rules for the Interpretation of the Trade Terms (INCOTERMS)³ published by the International Chamber of Commerce (ICC), Paris.

necessary, the Supplier should be immediately notified and associated with the inspection which should be completed on a priority basis.

³ *Where terms not defined in INCOTERMS are used in the Tender Documents, Purchaser should define the same, spelling out the costs to be borne by the Supplier and to be included in its Tender price.*

- 10.3 Documents to be submitted by the Supplier are specified in Special Condition of Contract.
- 11. Insurance**
- 11.1 The goods supplied under the Contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the Special Conditions of Contract. Such insurance shall be arranged and paid for by the supplier.
- 11.2 Where delivery of the goods is required by the Purchaser on a CIF, CIP basis, the Supplier shall arrange and pay for marine insurance, naming the Purchaser as the beneficiary. Where delivery is on an FOB or C&F basis, marine insurance shall be the responsibility of the Purchaser.
- 12. Transportation**
- 12.1 Where the Supplier is required under the Contract to deliver the goods FOB, transport of the goods, up to and including the point of putting the goods on board the vessel at the specified port of loading, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.
- 12.2 Where the Supplier is required under the Contract to deliver the goods C&F, CIP or CIF or to a specified destination within the Kingdom of Nepal, transport of the goods to the port of discharge or such other point in the country of destination including insurance and storage, as shall be specified in the Contract shall be arranged and paid for by the Supplier, and the related cost thereof shall be included in the Contract Price.
- 12.3 Where the Supplier is required to effect delivery under any other terms, the Supplier shall be required to meet all transport and storage expenses until delivery.
- 12.4 In all of the above cases, transportation of the goods after delivery shall be the responsibility of the Purchaser.
- 12.5 Where the Supplier is required under the Contract to deliver the goods CIF or CIP or C&F, no further restriction shall be placed on the choice of the ocean carrier. Where the Supplier is required under the Contract (i) to deliver the goods FOB, and (ii) to arrange on behalf and at the expense of the Purchaser for ocean transportation on specified conference vessels or on national flag carriers of the Purchaser's country, the Supplier may arrange for such transportation on alternative carriers if the specified conference vessels or national flag carriers are not available to transport the goods within the time period(s) specified in the Contract.

13. Incidental Services

- 13.1 The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- a. performance or supervision of on-site assembly and/or startup of the supplied Goods;
 - b. furnishing of tools required for assembly and/or maintenance of the supplied Goods;
 - c. furnishing of a detailed operations and maintenance manual for each, appropriate unit of the supplied Goods;
 - d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
 - . e. training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods

14. Spare Parts

- 14.1 As specified in SCC, the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:
- a. such spare parts as the Purchaser may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under the Contract; and
 - b.. in the event of termination of production of the spare parts:
 - i. advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and
 - ii. following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

- 15.1 The Supplier warrants that the Goods supplied under the Contract

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

- 15.2 The warranty shall remain valid for (12) months after the goods, or any portion thereof as the case may be, have been delivered to the final destination indicated in the Contract and installed and commissioned to the satisfaction of the Purchaser.
- 15.3 The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the Supplier shall, within the period as specified in SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the Purchaser other than, where applicable, the cost of inland delivery of the repaired or replaced Goods or parts from EXW or to the final destination.
- 15.5 If the Supplier, having been notified, fails to take remedial action within forty-two (42) days from date of receipt of notice, the Purchaser may proceed to take such action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

16. Payment

- 16.1 The method and conditions of payment to be made to the Supplier under the Contract shall be specified in the Special Conditions of Contract.
- 16.2 The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to GCC Clause 10, and upon authorized of other obligations stipulated in the Contract.
- 16.3 Payments shall be made promptly by the Purchaser, but in no case later than twenty eight (28) days after submission of an invoice or

claim by the Supplier.

- 17. Prices** 17.1 Prices charged by the Supplier for goods and services delivered and services performed under the Contract shall not vary from the prices quoted by the Supplier in its Tender, with the exception of any price adjustments Authorized in Special Conditions of Contract or in the Purchaser's request for Tender validity extension, as the case may be.
- 18. Change Orders** 18.1 The Purchaser may at any time, by a written order given to the Supplier pursuant to GCC Clause 31, make changes within the general scope of the Contract in any one or more of the following:
- a. drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
 - b. the method of shipment or packing;
 - c. the place of delivery; and/or
 - d. the Services to be provided by the Supplier
- 18.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment may be made in the Contract Price or delivery schedule, or both, and the Contract may accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within twenty eight (28) days from the date of the Supplier's receipt of the Purchaser's change order.
- 19. Contract Amendments** 19.1 Subject to GCC Clause 18, no variation in or modification of the terms of the Contract shall be made, except by written amendment signed by the parties.
- 20. Assignment** 20.1 The Supplier shall not assign, in whole or in part, its obligations to perform under the Contract, except with the Purchaser's prior written consent.
- 21. Subcontracts** 21.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under this Contract if not already specified in the Tender. Such notification, in the original Tender or later, shall not relieve the Supplier from any liability or obligation under the Contract.

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

22. Delays in the Supplier's Performance

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

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

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

23. Liquidated Damages

23.1 Subject to GCC Clause 25, if the Supplier fails to deliver any or all of the goods or to perform within the time period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to (0.5%) of the contract price of the delayed goods for each week of delay until actual delivery, up to a maximum deduction of (10%) percent of the delayed goods Contract Price. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause 24.

24. Termination for Default

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

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

pursuant to GCC Clause 22; or

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

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

24.3 Termination for Corrupt or Fraudulent Practices

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

For the purpose of this clause:

‘corrupt practice’ means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution; and

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

- 25. Force Majeure**
- 25.1 For purposes of this Contract, “Force Majeure” means an event beyond the control of the parties to the Contract and not involving either party’s fault or negligence and not foreseeable.
 - 25.2 If, at any time during the existence of the Contract, either party is unable to perform in whole or part any obligation under this Contract because of such events which include, but

are not restricted to, acts of God, acts of Government in its sovereign capacity, war, revolutions, hostility, civil commotions, strikes, fires, floods, epidemics, quarantine restrictions, freight embargoes, explosions, then the date of fulfillment of Contract shall be postponed during the period when such circumstances are operative.

- 25.3 The party which is unable to perform its obligations under the present Contract shall, within fourteen (14) days of occurrence of the Force Majeure event, inform the other party with suitable documentary evidence. Non-availability of raw materials from regular sources shall not be an excuse for the Supplier for not performing its obligations under this clause.
- 25.4 Any waiver/extension of time in respect of the delivery/acceptance of any installment or part of the goods shall not be deemed to be a waiver/extension of time in respect of the remaining deliveries.
- 25.5 If such inability to perform continues for a period of more than three (3) months, each party shall have the right to be released from further performance of the Contract, in which case, neither party shall have the right to claim damages from the other. All prior performance shall be subject to Contract terms.
- 25.6 Notwithstanding the provisions of GCC Clauses 22, 23, and 24, the Supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of Force Majeure.
- 25.7 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

**26. Termination
for Insolvency**

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

accrued or will accrue thereafter to the Purchaser.

- 27. Termination for Convenience**
- 27.1 The Purchaser, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- 27.2 The Goods that are complete and ready for shipment within twenty eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:
- a. to have any portion completed and delivered at the Contract terms and prices; and/or
 - b. to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Suppliers
- 28. Resolution of Disputes**
- 28.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 28.2 If, after twenty eight (28) days from the commencement of such informal negotiations, the Purchaser and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in the Special Conditions of Contract. These mechanisms may include, but are not restricted to, conciliation mediated by a third party, adjudication in an agreed national or international forum, and/or national and international arbitration.
- 29. Governing Language**
- 29.1 The Contract shall be written in the language as specified in SCC. Subject to GCC Clause 30, the version of the Contract written in English language shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the English language.

- 30. Applicable Law**
- 30.1 The Contract shall be interpreted in accordance with the laws of Ghana unless otherwise specified in the Special Conditions of Contract.
- 31. Notices**
- 31.1 Any notice given by one party to the other pursuant to the Contract shall be sent to the other party in writing or by facsimile and confirmed in writing to the other party's address specified for that purpose in the Special Conditions of Contract.
- 31.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.
- 32. Taxes and Duties**
- 32.1 A Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the final destination.

Section IV. Special Conditions of Contract

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

- | | | |
|--|------------|--|
| <p>1. Definitions
(GCC Clause 1)</p> | <p>1.1</p> | <p>a. The Purchaser is: University of Energy and Natural Resources
P.O Box 214
Sunyani</p> <p>b. The Supplier is:.....

.....
<i>[Name and Address of Supplier]</i></p> <p>c. The Delivery site is: University’s Main Stores
University of Energy and Natural Resources
Sunyani</p> |
| <p>2. Country of Origin
(GCC Clause 3)</p> | <p>2.1</p> | <p>Any part of the World.</p> |
| <p>3. Performance Security
(GCC Clause 7)</p> | <p>3.1</p> | <p>The performance security will be as follows:</p> <p>i. The amount of performance security as a percentage of the contract price, shall be Ten (10) percent from a Bank or Thirty (30) percent from an Insurance Company of the Tender Price in the currency of the Tender price.</p> |
| | <p>3.2</p> | <p>The validity of Performance Security shall be one (1) year after the final installation and commissioning of the Goods and the issue of final acceptance certificate to the Suppliers. After delivery and acceptance of the Goods, the performance security shall be reduced to two (2) percent of the Contract Price to cover the Supplier’s Warranty obligations in accordance with Clause GCC 15.2. The supplier shall promptly extend the validity suitably to cover agreed extension of the warranty period of the supplied goods.</p> |

- 4. Inspection and Tests (GCC Clause 8)** 4.1 Inspection and tests prior to shipment of goods at final acceptance are as follows:
- a. The time limit for inspection and tests and the issuance of Certificate of acceptance and/or rejection should be no later than **30** days of the completion of inspection and tests.
 - b.
[Specify such other criteria for inspection and tests, if necessary]
- 5. Packing (GCC Clause 9)** 5.1 Additional requirement for packing and marking as per GCC Clause 9.2 are as follows:
- 6. Delivery and Documents (GCC Clause 10)** 6.1 For Goods Supplied from abroad: **Not Applicable**
- a. Upon
 - b. shipment, the Supplier shall notify the Purchaser and the Insurance Company by facsimile the full details of the shipment, including contract number, description of Goods, quantity, the vessel, (or the flight number), the bill of lading number and date, port of loading, date of shipment, port of discharge, etc. The Supplier shall mail the following documents to the Purchaser, with a copy to the Insurance Company:
 - i. Copies of the Supplier’s invoice showing Good’s description, quantity, unit price and total amount;
 - ii. Original and *[insert number as required]* copies of the negotiable, clean on board, bill of lading (Consignment note) marked “freight prepaid” and *[insert number as required]* copies of non-negotiable bill of lading (Consignment note);
 - iii. Copies of the packing list identifying contents of each package;
 - iv. Insurance Certificate;
 - v. Manufacturer’s or Supplier’s Warranty Certificate;
 - vi. Inspection Certificate, issued by the nominated inspection agency, and the supplier’s factory inspection report; and

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

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

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

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

- i. Copies of the Supplier's invoice showing Goods' description, quantity, unit price and total amount;
- ii. Delivery note, transport receipt, railway receipt;
- iii. Manufacturer's or Supplier's Warranty Certificate;
- iv. Inspection Certificate issued by the nominated inspection agency, and the Supplier's factory inspection report; and
- v. Certificate of origin

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

7. Insurance (GCC Clause 11)

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

8. Incidental Services (GCC Clause 13)

8.1 Incidental services to be provided are:

(a) All the necessary cross-checking of specifications to correspond to the item descriptions under the Schedule of Requirements, the Special Conditions of Contract, the

Technical Specifications.

(b) Assembly in the Agents yard of supplied goods or equipment shipped in knock down form;

I Pre-delivery inspection of the goods;

(d) Performance or supervision of on-site assembly and/or start-up of the supplied Goods;

(e) Furnishing of tools required for assembly and/or maintenance of the supplied Goods;

(f) Furnishing of manuals as provided for in the Special Conditions of Contract and in the Technical Specifications;

(g) Supervision or maintenance and/or repair of the supplied goods during the Warranty period as specified by the Tenderer on the Technical Specifications, provided that this service shall not relieve the Supplier of any warranty obligations under the Contract;

(h) The Cost for the above services shall be included in the Contract Price unless in the case of Clause 8 (g) hereof, charges for maintenance and repair supervision during the warranty period are explicitly specified by the Bidder.

(i) The Supplier or their accredited agent shall be solely responsible for the supervision of delivering all the items to the project site.

9. Spare Parts (GCC Clause 14)

9.1 Additional spare parts requirements are:

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

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

c. [specify other additional requirements.]

**10. Warranty
(GCC Clause 15)**

- 10.1 In partial modification of the provisions, the warranty period shall be 12 months of operation from date of acceptance of the Goods. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, at its discretion, either:
- a. make such changes, modification, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the contract at its own cost and expense and to carry out further performance tests in accordance with SCC 4.1 or
 - b. Pay liquidated damages to the Purchaser with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be (0.1 to 0.5%) per week.
- 10.2 The period for correction of defects in the warranty period is: 7 days from notification of defect.
- 10.3 [specify other suitable conditions for warranty, if necessary].

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

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

Payment shall be made **Thirty (30) days** after full delivery and acceptance of goods delivered.

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

- 12.1 Tender Prices may be adjusted only in the case of Tender validity extension requested by the Purchaser
- 12.2 Purchaser shall not entertain Contract Price variation due to the effect of any notice of notification of exchange rate variation of any convertible currency.

**13.
Liquidated Damages
(GCC Clause 23)**

- 13.1 Applicable rate for the Liquidated damages is : 0.5% per day of the Tender price and maximum deduction shall not exceed 10% of the Tender price.

**14. Resolution of Disputes
GCC Clause 28)**

- 14.1 The dispute resolution mechanism to be applied pursuant to clause 28.2 of the General Conditions of Contract shall be as follow:
 - a. in the case of a dispute between the Purchaser and a Supplier who is a national of Ghana, the dispute shall be referred to adjudication/

**15. Governing Language
GCC Clause 29)**

- 15.1 The governing Language shall be English.

**16. Notices
(GCC Clause 31)**

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

Purchaser’s address for notice purposes:

**Vice Chancellor
 ATTN: Ag. Director of Procurement
 University of Energy and Natural Resources
 P.O Box 214
 Sunyani**

Supplier’s address for notice purposes:

.....

Section V. Schedule of Requirements

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

<i>S/NO</i>	<i>PACKAGE NUMBER</i>	<i>DESCRIPTION OF EQUIPMENT</i>	<i>QTY</i>	<i>MINIMUM SCHEDULE AT SITE (DAYS FROM THE DATE OF CONTRACT SIGNATURE)</i>
2.	BA/UENR/GD/010/22 (BA/UENR/RCEES/GD/010/22)	Procurement of 4 x 4 SUV Vehicle for the Regional Centre for Energy and Environmental Sustainability (RCEES), UENR	1 No.	N/A

Tenderers are to note that, stating only COMPLY at the offered specification column will not be tolerated. Kindly state what your company wants to offer.

S/NO. 1: PROCUREMENT OF 4 X 4 SUV VEHICLE FOR THE REGIONAL CENTRE FOR ENERGY AND ENVIRONMENTAL SUSTAINABILITY (RCEES), UENR

S/NO.	DESCRIPTION	SPECIFICATION	OFFERED SPECIFICATION	UNIT OF COUNT	QTY	UNIT PRICE GH¢	TOTAL AMOUNT GH¢
1	Procurement of 4 x 4 SUV Vehicle for the Regional Centre for Energy and Environmental Sustainability (RCEES), UENR	Refer to Specification Table		No.	1		
	Sub Total						
		VAT + NHIL	%				
TOTAL AMOUNT IN GHANA CEDIS							

TECHNICAL SPECIFICATION FOR 4 X 4 SUV VEHICLE

MINIMUM REQUIRED SPECIFICATION		OFFERED SPECIFICATION (Kindly Provide what you want to offer if you comply)
1 No. 4 X 4 SUV VEHICLE		
ENGINE		
Number of cylinders	6	
Engine type	V engine	
Fuel type	Diesel	
Displacement (cc)	3346	
Max power kw/rpm	225/4000	
Max power Hp/rpm	306/4000	
Max torque Nm	700/1600-2600	
BODY		
Body style	Station wagon	
Number of doors	5 doors	
DIMENSIONS		
Dimensions (L*W*H) in mm	5115×1980×1945	
Ground clearance (mm)	235	
Wheelbase (mm)	2850	
TRANSMISSION		
Transmission	All time 4×4	
Gearbox	Automatic	
Rear differential	Manual locking	
Central differential	Limited slip	
WEIGHT/CAPACITIES		
Fuel tank capacity (L)	80	
Additional fuel tank capacity	30	
Curb weight (kg)	2605	
Gross vehicle weight (kg)	3230	
Number of seats	7	
BRAKES		
Front brake	Ventilated discs	
Rear brake	Ventilated discs	
Parking brake	Electric	
SUSPENSIONS		
Front suspension	Double triangle	
Rear suspension	Link suspension	

Adaptive variable suspension	Without	
TYRES		
Tyre dimension	265/65 R18	
EXTERIOR		
Wheels	Aluminium	
Front grill	Black	
Front bumpers	Coloured without chrome	
Rear bumpers	Coloured without chrome	
Door mirrors	Coloured	
Adjustable side mirrors	Electric	
Folding side mirrors	Electric	
Spoiler	Rear	
Roof rail	Yes	
Towing hook	Rear	
INTERIOR AND COMFORT		
Radio	Radio CD/ MP3	
Connections	USB. Bluetooth, Apple Carplay, Android Auto	
Handsfree kit	Yes	
Touchscreen	7 inches	
Wifi	Yes	
Wireless charging	-	
Steering wheel audio control	Yes	
Loud speaker	6	
Multi-media system	-	
Air conditioning	Automatic driver & passenger	
Coolbox	Yes	
Central armrest	Front & Rear	
Cup holders	Front & Rear	
Power windows	Front & Rear	
Privacy window	Without	
Central door locking	Yes	
Central door locking whiles driving	-	
Smart keys	Yes	
Push & start system	Yes	
Keyless entry system	Yes	
Steering wheel	Leather	
Adjustable steering wheel	Height and reach adjustable	

Sunroof	Electric	
Upholstery	Fabric	
Driver seat	Height and reach adjustable	
Power seats	Driver	
2 nd role seats	Folding 40/60	
Power steering	Yes	
Parking sensor	Front/Rear	
Video camera	Rear	
PASIVE SAFETY		
Airbags	Driver, passenger	
Anti-theft alarm	Yes	
Seatbelts- front	2×3 points	
Seatbelts 2 nd role	3×3 points	
Seatbelt 3 rd role	2×3 points	
Headrests	Front, 2 nd role & 3 rd role	
Active headrest	-	
Height adjustable lights	Manual	
Spare wheel	Alloy	
Spare wheel location	Under the vehicle	
ACTIVE SAFETY		
Immobilizer	Yes	
Seatbelt warning	Yes	
Headlamps	LED	
Daytime running lights	LED	
Fog lamps	-	
Rain sensor	-	
Electronic stability control	VSC	
Brake assist	YES	
Hill start assist control	YES	
ABS	YES	
Cruise control	YES	
Trailer Sway Control (TSC)	YES	
Demister	Rear windows	
Year of Manufacture- Current		
Vehicle Warranty: 3 Years from date of Delivery or 100,000km whichever Comes first.		
Delivery period: 12 Weeks		

Section VI. Sample Forms

Notes on the Sample Forms

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

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

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

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

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

1. Tender Form and Price Schedules

Date: _____
IFT No: _____

To: *[name and address of Purchaser]*

Gentlemen and/or Ladies:

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

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

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

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

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

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

(if none, state "none")

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

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

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

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

[signature]

[in the capacity of]

Duly authorized to sign Tender for and on behalf of _____

Price Schedule

Name of Tenderer _____ IFT Number _____ Page _____ of _____

S.No	Description	Country of origin	Quantity	Unit Price EXW (specify place)	Total Price EXW	Total Price of Inland delivery to final destination	Total CIP site	Incidental Services and others	Total Tender Price	Remarks
1	2	3	4	In figure 5	6=(4x5)	7	8=(6+7)	9	10=(8+9)	11
Grand Total										

Total Tender Price (in words)

Signature of Tenderer: _____

- Note: 1. In case of discrepancy between unit price and total, the unit price shall prevail.
2. Tenderer must have to accept the correction of arithmetic error pursuant to ITT Clause 26.2
3. The EXW prices column 6, shall include all duties, taxes and other levies, indicate duties, taxes and levies added*

2. Tender Security Form

Date:

To *[name and address of Purchaser]*

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

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

THE CONDITIONS of this obligation are:

1. If the Tenderer
 - (a) withdraws its Tender during the period of Tender validity specified by the Tenderer on the Tender Form; or
 - (b) does not accept the correction of errors in accordance with the Instructions to Tenderers; or

2. If the Tenderer, having been notified of the acceptance of its Tender by the Purchaser during the period of Tender validity:
 - (a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to Tenderers, if required; or
 - (b) fails or refuses to furnish the performance security, in accordance with the Instructions to Tenderers;

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

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

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

[signature of the bank/insurance company/bonding company]

Seal of the issuing Bank/Insurance Company/Bonding Company:

Witness :

Signature:

Name :

Address :

3. Qualification Information

Notes on Form of qualification Information

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

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

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

Place of registration :

Principal place of business :

Power of attorney of signatory of Tenderer : *[attach original]*

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

19xx/20xx

20xx/20xx

20xx/20xx

20xx/20xx

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

Procurement ID No.	Name of Purchaser	Type of goods	Agreement date	Delivery completion	Value of

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

.....
.....
.....
.....

1.5 Names, addresses and telephone, telex, facsimile numbers and email addresses of banks that may provide references if contacted by the Purchaser.

.....
.....
.....
.....

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

Other party(ies)	Cause of dispute	Amount involved

2. Additional Requirements

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

.....
.....
.....
.....
.....

4. Notification of Award

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

.....[Date]

To: [name of the Supplier]

..... [address of the Supplier]

Subject : Notification of Award

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

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

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

Authorised Signature :

Name and Title of Signatory :

Name of Agency :

Address for correspondence :

5. Contract Form

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) the Tender Form and the Price Schedule submitted by the Tenderer;
 - (b) the Schedule of Requirements;
 - (c) the Technical Specifications;
 - (d) the General Conditions of Contract;
 - (e) the Special Conditions of Contract;
 - (f) the Purchaser’s Notification of Award; and
 - (g) Contract Data Sheet (*to be used only when there are corrections to the original price schedule submitted by the supplier*).
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the Contract.

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

On behalf of the Purchaser

Name:

Signature:

Designation:

Seal:

Date:

Witnessed By:

Name:

Signature:

Designation:

Date:

On behalf of the Supplier

Name:

Signature:

Designation:

Seal:

Date:

Witnessed by:

Name:

Signature:

Designation:

Date:

6. Manufacturer's Authorization Form

Date:

To: *[name of the Purchaser]*

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

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

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

[signature for and on behalf of Manufacturer]

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

7. Performance Security Form

Date:

To: [name of Purchaser]

[address of Purchaser]

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

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

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

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

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

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

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

Signature and seal of the Guarantors

[name of bank]

[address]

[date]

Bank Guarantee Form for Advance Payment

Date:

To: [name of Purchaser]

[address of Purchaser]

[name of Contract]

Gentlemen and/or Ladies;

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

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

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

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

Yours truly,

Signature and seal of the Bank

[name of Bank]

[address]

[date]



UNIVERSITY OF ENERGY AND NATURAL RESOURCES, SUNYANI OFFICE OF THE PROCUREMENT DIRECTORATE

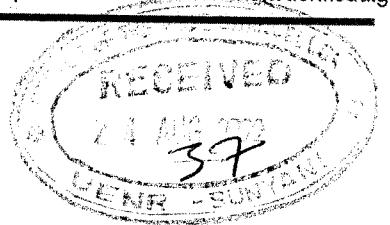
P. O. Box 214, Sunyani

www.uenr.edu.gh

+233 (0) 352 290 367

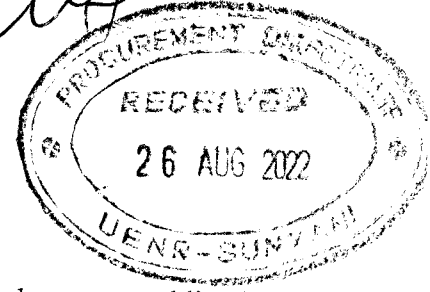
procurementdirector@uenr.edu.gh

Our Ref: PD/VC/NCT/SF.3/003/2022



MEMO

TO : VICE-CHANCELLOR
FROM : AG. DIRECTOR OF PROCUREMENT
DATE : 24TH AUGUST, 2022
SUBJECT: REQUEST FOR APPROVAL



I write to request for your approval for the attached advertisement and its subsequent publication in the Newspapers.

Please find attached the advertisement for your review and approval.

Thank you.

② *As per Goods/ Services for*

Ag. Dir, Procurement

Request approved
DAB 26/8/2022

Please liaise with UNO to place the attached advert in Ghanaian Times (one insertion)





University of Energy and Natural Resources, Sunyani
Invitation for Tenders
National Competitive Tendering (NCT)

1. The University of Energy and Natural Resources, Sunyani intends to apply part of its budgetary allocation to fund eligible payments under the contracts for the supply of the underlisted items:

S/NO	Description	Quantity	Contract Package No.	Cost of Tender Document
1	Procurement of 4 x 4 SUV Vehicle for the Regional Centre for Energy and Environmental Sustainability (RCEES), UENR	1 No.	BA/UENR/RCEES/GD/010/22	GHC 500.00
2	Procurement of Furniture for the Regional Centre for Energy and Environmental Sustainability (RCEES), UENR: Lot 2A: Office Furniture, Lot 2B: Auditorium Furniture, Lot 2C: Lecture Hall Furniture Lot 2D: Laboratory Furniture	Various	BA/UENR/RCEES/GD/007/22	GHC 500.00 for each Lot.

2. The University of Energy and Natural Resources, Sunyani now invites sealed Tenders from eligible suppliers for the Supply of the above listed items:

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

3. Tenderers may obtain further information and inspect the tender document at the **UENR Procurement Directorate Building from 9:00am to 4:00pm**, each working day from **Tuesday, 30th August, 2022**.
4. A complete set of Tender Documents in English may be purchased by the interested Tenderers upon submission of a written application to the address below and upon payment of a non- refundable fee of **GHC 500.00 for Tender Document for each package at the Finance Directorate, UENR**.
- NB:** *GHC 500.00 for the package Serial Number 1 (S/NO 1) and each Lot in Serial Number 2 (S/NO 2).*

5. Tenders must be delivered to the address below at or before **11:00 a.m. on Tuesday, 20th September, 2022**. Tenders shall be valid for **120 days** after the deadline of submission of Tenders. All tenders must be accompanied by a Tender Security of **2% of the Tender price**. **Late Tenders will not be accepted and will be returned unopened to the Tenderer**. Tenders will be opened immediately after the closing time of submission of tenders in the presence of the Tenderers' representatives, who choose to attend at **the University's Council Chamber, University of Energy and Natural Resources, Sunyani** at **11:00 a.m., on Tuesday, 20th September, 2022**.

6. **Address for purpose of Tender submission:**

**The Vice-Chancellor
ATTN: Ag. Director of Procurement
University of Energy and Natural Resources
P.O. Box 214
Sunyani, Ghana**

7. **Location for the submission of tenders:**

**The Procurement Directorate Building
Opposite UENR Basic School
University of Energy and Natural Resources (UENR)
Sunyani, Ghana
Telephone: 0352290367/0244535464**

Email: procurementdirector@uenr.edu.gh

8. It is mandatory that Tenderers include in their tender the underlisted statutory requirements.

- Valid GRA Tax Clearance Certificate.
- Valid SSNIT Clearance Certificate.
- Valid VAT Registration Certificate.
- Valid Business Registration Certificate.
- Valid Certificate of Incorporation.
- Valid Certificate of Commencement.
- Valid Registration Certificate from PPA.



UNIVERSITY OF ENERGY AND NATURAL RESOURCES, SUNYANI
PROCUREMENT REQUISITION

GOODS

PROFESSIONAL OFFICER
RECEIVED
11 AUG 2022
PROCUREMENT DIRECTORATE
UENR - SUNYANI

RECEIVED
16 AUG 2022
PROCUREMENT DIRECTORATE
UENR - SUNYANI

OFFICE OF THE VICE CHANCELLOR
RECEIVED
26 JUL 2022
UENR - SUNYANI

Procurement Entity UENR	Department/Project RCEFS	Source of Funds Project Fund	Procurement Number 16 AUG 2022	Sequence Number
Subject of Procurement: Procurement of 4x4 SUV				

Location/Site:

Item No.	Description	Quantity	Unit of Measure	Estimated Unit Cost	Estimated Total Cost
1.	4 X 4 SUV Size	1	NO		920,000.00
					Estimated Total Cost: 920,000.00

Class	Item	Sub Item	Sub-Sub Item

Account Code:

Signatures required to certify that (1) the goods described are required, (2) Included in the procurement plan, (3) funds are available or budgeted for the requirement, and (4) approval is granted the Procurement Directorate to proceed with the procurement process.

Signature: *[Signature]*
 Name: Prof. Eric Oforu Andari
 Position: Director
 Date: 10/8/2022

1. Originating Department (Head) *[Signature]*
 JTB Sulew
 AS Dr of the
 11/08/22

3. Finance Directorate (Head) *[Signature]*
 Paul Nanga Nkegah
 Deputy Director of Finance
 11/08/22

4. Vice-Chancellor *[Signature]*
 Elys Ngwe-Isidore
 Vice-Chancellor
 12/15/2022

'Heavy fighting' as Ukraine seeks to retake Kherson

FIERCE battles have been reported as Ukraine tries to retake the Russian-occupied southern Kherson region - but military experts have told the BBC it "won't happen quickly".

"Heavy fighting is continuing, our soldiers are working around the clock," said Vitaliy Kim, who heads the neighbouring Mykolaiv region.

Ukraine earlier said it had broken through Russia's first line of defence.

But Russia said Ukrainian troops had been defeated during a failed attack.

The defence ministry in Moscow also said there had been heavy casualties among the Ukrainian forces, but the claims by both Ukraine and Russia have not been independently verified.

Kherson became the first major Ukrainian city to fall into Russian hands in the opening days of Moscow's invasion, which began on 24 February.

Top Ukrainian military officials have been tight-lipped about giving too many details about its reported counter-offensive, urging the wider public to be patient.

On Tuesday, Ukraine's Operational Command 'S' said it reported that "positional battles" started.

It said three key bridges across the Dnipro River had been hit again to make sure they were impassable. In recent weeks, Ukraine has also been using US-supplied HIMARS precision rocket systems to target makeshift Russian pontoon bridges, as well as command posts and ammunition depots.

This is widely seen as part of a targeted effort to cut off Russian troops on the right (western) bank of the river, making it virtually impossible to send troops and weapons supplies.

However, officials in Kyiv have been cautioning against any expectations of a quick win, describing the offensive as a slow grinding down of the enemy.

Several military experts interviewed by the BBC seem to agree with this.

"The long-term trend is the gradual weakening of the Russian military capability and the gradual strengthening of the Ukrainian capability with Western help," said Sir Alex Younger, a former head of Britain's MI6 Secret Intelligence Service.

He said the Kherson counter-offensive was "all about the urge of Ukraine to demonstrate that they can get on the front foot and in turn underpin the resolve of Ukraine and its backers into what is going to be a difficult winter". —BBC

UPPER DENKYIRA EAST MUNICIPAL ASSEMBLY INVITATION TO TENDER | PROCUREMENT OF GOODS NATIONAL COMPETITIVE TENDERING (NCT)

1. The Upper Denkyira East Municipal Assembly has been allocated funds from the District Assemblies Common Fund - Responsive Factor Grant (DAFC-RFG) and intends to apply the funds to cover eligible payments under the contract for the procurement of the under listed goods:

LOT NO.	IFT PACKAGE NO.	CONTRACT DESCRIPTION	QUANTITY (NO)	LOCATION	DELIVERY PERIOD	TENDER SECURITY
LOT 1	CR/UDE-MA/DACF-RFG/NCT/GDS/001/22	SUPPLY OF 600No. DUAL DESK FOR 15No. BASIC SCHOOLS IN THE MUNICIPALITY.	VARIOUS	DUNKWA-ON-OFFIN	3 WEEKS	2% OF THE TOTAL TENDER PRICE

1. The Upper Denkyira East Municipal Assembly now invites sealed Tenders from eligible Suppliers for the Supply of Goods listed above. Tendering will be conducted through the National Competitive Tendering (NCT) procedures specified in the Public Procurement Act, Act 663, 2003 and the Public Procurement (Amendment) Act 2016 Act 914 and the Guidelines of the Public Procurement Authority of the Republic of Ghana.

2. Interested eligible tenderers may obtain further information from the Office of the Upper Denkyira East Municipal Co-ordinating Director, and inspect the Tender documents at the address given below from 09:00 hours to 17:00 hours GMT on working days.

3. Tender documents (and additional copies) may be purchased at the address stated below for a non-refundable fee of Three Hundred Ghana Cedis (GHC 300.00) only, for each set. The document will be obtained personally and with an application letter. Tenderers are advised to use the address stated below for obtaining information, inspection and purchase of Tender Document.

4. Tenders must be deposited into the box located at the address below at or before 10:00 hours GMT on 2nd September 2022. Tenders shall be valid for a period of 90 days after the deadline of Tender submission. All Tenders must be accompanied by

a Tender Security of 2% of the total Tender price stated in the table above for each package. Late Tenders will be rejected. Tenders will be opened in the presence of the Tenderer's representative, who chooses to attend at the Conference Room of the Upper Denkyira East Municipal Assembly at 10:00 hours GMT on 16th September, 2022.

Address for information, inspection and purchase of Tender Document
Name: The Municipal Co-ordinating Director
Upper Denkyira East Municipal Assembly
Postal Address: P. O. Box DW 50,
City: Dunkwa-On-Offin
Region: Central
Country: Ghana
Telephone Number: 033229145

Address for Tender submission and opening
Name: The Secretary,
Municipal Tender Committee
Upper Denkyira East Municipal Assembly
Postal Address: P. O. Box DW 50
City: Dunkwa-On-Offin
Region: Central
Country: Ghana
Location for Tender Submission is: Office of the Municipal Co-ordinating Director

UNIVERSITY OF ENERGY AND NATURAL RESOURCES (UENR), SUNYANI, GHANA

INVITATION FOR TENDERS NATIONAL COMPETITIVE TENDERING (NCT)

1. The University of Energy and Natural Resources, Sunyani intends to apply part of its budgetary allocation to fund eligible payments under the contracts for the supply of the underlisted items:

S/No	Description	Quantity	Contract Package No.	Cost of Tender Document
1	Procurement of 4 x 4 SUV Vehicle for the Regional Centre for Energy and Environmental Sustainability (RCEES), UENR	1 No.	BA/UENR/GD/010/22 (BA/UENR/RCEES/GD/010/22)	GHC 500.00
2	Procurement of Furniture for the Regional Centre for Energy and Environmental Sustainability (RCEES), UENR: Lot 2A: Office Furniture, Lot 2B: Auditorium Furniture, Lot 2C: Lecture Hall Furniture Lot 2D: Laboratory Furniture	Various	BA/UENR/GD/006/22 BA/UENR/GD/009/22 (BA/UENR/RCEES/GD/007/22)	GHC 500.00 for each Lot.

2. The University of Energy and Natural Resources, Sunyani now invites sealed Tenders from eligible suppliers for the Supply of the above listed items:
Tendering will be conducted through the National Competitive Tendering (NCT) method procedures specified in the Public Procurement Act 2003 (Act 663) as amended, and the Guidelines of the Public Procurement Authority (PPA) of the Republic of Ghana.

3. Tenderers may obtain further information and inspect the tender document at the UENR Procurement Directorate Building from 9:00am to 4:00pm, each working day from Wednesday, 31st August, 2022.

4. A complete set of Tender Documents in English may be purchased by the interested Tenderers upon submission of a written application to the address below and upon payment of a non-refundable fee of **GHC 500.00 for Tender Document for each package at the Finance Directorate, UENR.**

NB: GHC 500.00 for the package Serial Number 1 (S/NO 1) and each Lot in Serial Number 2 (S/NO 2).

5. Tenders must be delivered to the address below at or before **11:00 a.m. on Tuesday, 20th September, 2022.** Tenders shall be valid for **120 days** after the deadline of submission of Tenders. All tenders must be accompanied by a Tender Security of **2% of the Tender price.**

Late Tenders will not be accepted and will be returned unopened to the Tenderer. Tenders will be opened immediately after the closing time of submission of tenders in the presence of the Tenderers' representatives, who choose to attend at the University's Council Chamber, University of Energy and Natural Resources, Sunyani at 11:00 a.m., on Tuesday, 20th September, 2022.

6. Address for purpose of Tender submission:

The Vice-Chancellor
ATTN: Ag. Director of Procurement
University of Energy and Natural Resources
P.O. Box 214
Sunyani, Ghana

7. Location for the submission of tenders:

The Procurement Directorate Building
Opposite UENR Basic School
University of Energy and Natural Resources
(UENR) Sunyani, Ghana
Telephone: 0352290367/0244535464
Email: procurementdirector@uenr.edu.gh

8. It is mandatory that Tenderers include in their tender the underlisted statutory requirements.

- Valid GRA Tax Clearance Certificate.
- Valid SSNIT Clearance Certificate.
- Valid VAT Registration Certificate.
- Valid Business Registration Certificate.
- Valid Certificate of Incorporation.
- Valid Certificate of Commencement.
- Valid Registration Certificate from PPA.

REGISTRAR