

STANDARD TENDER/SUPPLIER'S DOCUMENTS FOR THE PROCUREMENT OF CONTRACT.

METHOD OF TENDER AND SUPPLIERS: NI/FC

Tender Reference: GH-TG23/OSCC-WAMP/IBB-GS

Issue Date: 15/March/2023

Name of Entity's:

OCEANIC SECURITY CONSULT &CARGO LIMITED

GOVERNMENT CONTRACT FACILITATORS

GENERAL PROCUREMENT NOTICE

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December 2022 Revision

This revision dated December, 2022 incorporates a number of changes reflecting the experience of procuring entities in using the previous version of this document (last updated version was dated December 2022).

This revision is to enhance the previous version and make it consistent with international best practices.

INTRODUCTION:

This Standard Tender Document has been developed for the procurement of government contract of a simple nature and complexity that are contracted under National Competitive Tendering procedures.

This NI/FC for Procurement of contract is intended to be used where the proposed works are of a complex nature, moderately large value (i.e. more than \$1, 000,000.00 up to X, XXX, XXX, XXX,)

The General Conditions of Contract contained herein are based on the 2010 Multilateral Development Bank Harmonized Edition of the International Federation of Consulting Engineers' (FIDIC) and trading "Conditions of Contract".

This document provide the use of Tender and Performance Securities which should be part of the overall approach to risk management and should take into account available measures to reduce the risk of contractor's default.

INVITATION FOR TENDERS/CONTRACT SUPPLY'S:

Through The assigns contract executing body's

OCEANIC SECURITY CONSULT &CARGO LIMITED

GOVERNMENT CONTRACT FACILITATORS

GENERAL PROCUREMENT NOTICE

SPONSOR'S

REF:

1. The Government of the Republic of Ghana/Togo, acting through the [*West African Millennium Project*] (the "contract awarding body and to be known as Employer"), representing by *West African Millennium Project (WAMP)*] Funding to eligible payments under a contract for which this Invitation for Tenders and contract supply of various items ("IFT") is issued. Any payments made under the proposed contract will be subject, in all respects, to the terms and conditions of the funding and conditions to the disbursement of funding. No party other than the WAMP and the Employer shall derive any rights from the funding or have any claim to the proceeds of the funding.
2. The Works and the Contract expected to be awarded under this IFT is: **\$X, XXX, XXX, XXX** and to be completed in **18 calendar months for Engineering /constructions and a Maximum of 1,095 days for the purpose of contract purchasing of any items.**
3. This IFT follows Notices/Bulletins for this project will be in local newspapers and Public Procurement Authority (PPA) after been awarded to any winner of the contract to be publicly notify.

The [*Oceanic Security Consult & Cargo Ltd and Government appointed contract facilitators*] now invites sealed Tenders ("Tenders") from eligible and qualified entities or persons ("Tenderers") to provide the works referenced above as the procurement agencies to the Awarding committee.

4. More details on the requirements are provided in the Bills of Quantities, Specifications, Performance Requirements and Drawings included in the Tender Documents accompanying this IFT after awarded.
5. This IFT is open to all eligible and qualified Tenderers who wish to respond to the relevant "Tender Documents". Qualification requirements are as described in **Section III.**

Evaluation and Qualification Criteria.

6. A contractor/seller will be selected under a competitive Tendering method through the evaluation procedure which is described in the Tender Documents, in accordance with the Public Procurement Act, 2003 Act 663.
7. It is mandatory that Tenderers include in their tender the under listed statutory requirements.
 - Valid Tax Clearance Certificate.
 - Valid VAT Registration Certificate (if applicable).
 - Valid Business Registration Certificate
 - Valid Certificate of Incorporation
 - Valid Certificate of Commencement.
 - Valid Works and Housing Certificate
 - Valid Labor Certificate
 - Past performance record of recent contract concluded
8. Eligible Tenderers interested in obtaining the Tender Documents may obtain further information and inspect the Tender Documents at the following address [*WAMP and Government Contract Facilitators, OSCC*] only after confirmation as a paid tenderer.
9. A complete set of Tender Documents in English may be purchased from [*WAMP and Government Contract Facilitators*], by interested Tenderers on the submission of a written application to the address below and upon payment of a non-refundable fee of [*\$5730*] for Tender Documents. The method of payment will be **by Bank Transfer to any of the assigned representatives.**
10. A Pre-Tender meeting shall take place *in Togo* by **April, May and June 2023.**
11. The deadline for submission of Tenders is *June 2023*. Tenders must be delivered to the address below on or before the time specified above.

Branch Office:
Oceanic Security Consult & Cargo Ltd. (OSCC)
Mr. Elvis James (Project Director)
Carre 365 Rue Du Polyclinique de Kara,
B.P 0034 Kara. Republic de Togo
Phone (Whatsapp and Call): +228 7947 0143
Email: togobranch@osccargo.com
Website: www.osccargo.com

12. All Tenders must be accompanied by a Tender Security in the form and amount specified in the Tender Documents. \$5730
13. Tenders will be opened immediately after the deadline for submission in the presence of Tenderers' representatives who choose to attend at the venue and location of government contract facilitators in Togo.
 - Section I. Instructions to Tenderers
 - A. General
 - Definitions (a) "Associate" means any entity or person with whom the Tenderer associates in order to provide any part of the Works.

- (b) “TDS” means the Tender Data Sheet in Section II of these Tender Documents used to reflect specific requirements and/or conditions.
 - (c) “Tender” means a Tender for the provision of the Works submitted by a Tenderer in response to these Tender Documents.
 - (d) “Tender Security” means the security a Tenderer may be required to furnish as part of its Tender in accordance with ITT Clause 17.
 - (e) “Tenderer” means any eligible entity or person, including any associate of such eligible entity or person that submits a Tender.
 - (f) “Tender Documents” means Sections I-X of these documents, including any amendments that may be made, prepared by the Employer for the selection of the Contractor.
 - (g) “Bill of Quantities” means the priced and completed Bill of Quantities forming part of the Tender.
 - (h) “Confirmation” means confirmation in writing.
 - (i) “Contract” means the contract entered into between the Employer and the Contractor, including all the documents specified.
 - (j) “Contract Price” means the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.
 - (k) “Contractor” means the entity or person, including any Associate that provides the Works to the Employer under the Contract.
 - (l) “Day” means a calendar day.
 - (m) “Employer” means the entity identified in the TDS, the party with which the Contractor signs the Contract for the provision of the Works.
 - (n) “Fraud and Corruption” means any of those actions defined in the GCC (including the phrases “coercive practice,” “collusive practice,” “corrupt practice,” “fraudulent practice,” “obstructive practice,” and “prohibited practice” as defined in GCC Sub-Clause 1.1), according to which action may be taken against the Tenderer, the Contractor, the Employer or any of their respective personnel.
 - (o) “GCC” means the General Conditions of Contract.
 - (p) “Government” means the body of government identified.
 - (q) “Instructions to Tenderers” or “ITT” means this Section I of these Tender Documents, including any amendments, which provides Tenderers with information needed to prepare their Tenders.
- (r) “Intended Completion Date” means the date on which it is intended that the Contractor/Seller shall complete the Works/supply as specified.
- (s) “in writing” means communicated in written form (e.g., by mail, e-mail or facsimile) delivered with proof of receipt.
- (t) “Letter of Acceptance” has the meaning given the term in ITT Sub Clause 34.2.

1. Scope of Tender

2. Source of Funds

3. Fraud and Corruption

Clause 34.2.

- (u) “Project Manager/Engineer” means the person named in the SCC (or any other competent person appointed by the Employer and notified to the Contractor/seller to act as the Project Manager/Engineer/ under the terms of the Contract) who is responsible for supervising the execution of the Works and administering the Contract.
- (v) “SCC” means the Special Conditions of Contract.
- (w) “Subcontractor” means any person or entity to whom a Tenderer intends to sub-contract any part of the Works.
- (x) “Taxes” has the meaning given the term in the Contract.
- (y) “Technical Offer” has the meaning given the term in ITT Sub-Clause 5.1.
- (z) “Works” means what the Contract requires the Contractor to construct, install and turn over to the Employer.

1.1 The Employer invites Tenders for the provision of the Works, as **described in the TDS** and the SCC. The name and identification number of the Contract are **provided in the TDS** and the SCC.

1.2 The successful Tenderer shall be expected to complete the Works by the Intended Completion Date **specified in the TDS** and SCC 1.1.3.3.

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

2.1 The Employer intends to apply a portion of the proceeds of its budgetary allocation to eligible payments under the Contract. Payments under the Contract will be subject, in all respects, to the terms and conditions of the allocation and related documents and conditions to disbursements. No party other than the Employer shall derive any rights from this funding or have any claim to any of the proceeds.

3.1 The Government of Ghana/Togo requires that all beneficiaries of Public Funds, including the Employer and any tenderers, suppliers, contractors, subcontractors and consultants observe the highest standards of ethics during the procurement and execution of contracts. In pursuance of this policy, the Employer:

- (a) will reject a Tender if it determines that the Tenderer recommended to be selected as the Contractor/supplier has, directly or through an agent, engaged in Fraud and Corruption in competing for the Contract;
 - (b) has the right to sanction a Tenderer or Contractor/supplier, including declaring the Tenderer or Contractor ineligible, either indefinitely or for a stated period of time, to be awarded a Government of Ghana/Togo-funded contract if at any time it determines that the Tenderer or Contractor has, directly or through an agent, engaged in Fraud and Corruption in competing for or in executing, such a contract; and
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- (c) has the right to require that a provision be included in the Contract requiring the Contractor/Supplier to permit the Employer to inspect its accounts, records and other documents relating to the submission of a Tender or performance of the Contract, and to have such accounts and records audited by auditors appointed by the Employer with the approval of the Government of Ghana/Togo.

The Government of Ghana/Togo may also invoke, on its own behalf, any of the rights identified for the Employer in this ITT Sub-Clause 3.1 above.

4. Eligible Tenderer, Materials, Equipment, and Services

- 4.1 A Tenderer may be a natural person, private entity, government-owned entity (subject to ITT Sub-Clause 4.4) or any combination of such entities supported by a letter of intent to enter into an agreement or under an existing agreement of association in the form of a joint venture or a consortium.
- 4.2 A Tenderer, and all parties constituting the Tenderer, may have the nationality of any country, subject to the restrictions specified in the paragraphs below.
- 4.3 Tenderers and Contractors shall not have a conflict of interest. All Tenderers found to have a conflict of interest shall be disqualified. A Contractor/supplier found to have a conflict of interest may have its contract terminated. A Tenderer may be considered to have a conflict of interest with one or more parties in this Tender process, if:
 - (a) they have at least one controlling partner in common; or
 - (b) they have the same legal representative for purposes of this Tender; or
 - (c) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Tender of another Tenderer, or influence the decisions of the Employer regarding this Tender process; or
 - (d) they participate in more than one Tender in this Tender process; participation by a Tenderer in more than one Tender will result in the disqualification of all Tenders in which the party is involved; however, this provision does not limit the inclusion of the same subcontractor in more than one Tender; or
 - (e) they are, or have been associated in the past, with any person or entity which has been engaged to provide consulting services for the preparation of the design, specifications or other documents to be used for the procurement and provision of the Works expected to be contracted for under these Tender Documents; or
 - (f) they or any of their affiliates have been hired (or is proposed to be hired) by the Employer as Project Manager/Engineer for the Contract; or
 - (g) they are themselves, or have a business or family relationship with, a member of the Employer's board of directors or staff or with any Agent hired by the Employer who is directly or indirectly involved in any part of (i) the preparation of these

Tender Documents, (ii) the Tender selection process, or (iii) supervision of the Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable throughout the process of preparing the Tender Documents and awarding and executing the Contract.

Tenderers and the Contractor/seller have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the Employer or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Tenderer or Contractor or the termination of the Contract.

**Eligibility of
Government –
owned Entities**

4.4 Government-owned entities in the Employer's country shall be eligible only if they can establish that they (a) are legally and financially autonomous, (b) operate under commercial law, and (c) are not a dependent agency of the Employer.

**Continued
Eligibility**

4.5 Tenderers shall provide such evidence of their continued eligibility, in a manner satisfactory to the Employer, as the Employer may reasonably request.

**Ineligibility and
Debarment**

4.6 Tenderers and the Contractor (including their Associates, if any, Subcontractors and any of their respective personnel and affiliates) shall not be any person or entity under a declaration of ineligibility for Fraud and Corruption in accordance with ITT Sub-Clause 3.1 above or that has been declared ineligible for participation in a procurement in accordance with the procedures set out in the Procurement Act, 2003, Act 663. This would also remove from eligibility for participation in procurement by any firm that is organized in or has its principal place of business or a significant portion of its operations in any country that is subject to sanction or restriction by law or policy of the United Nations. Those countries that are subject to sanction or restriction by law or policy of the United Nations as of the date of these Tender Documents are **specified in the TDS**. However, the countries subject to these sanctions and restrictions are subject to change from time to time and it is necessary to refer to the websites identified in the guidance paper for the most current listing of sanctioned and restricted countries.

4.7 A Tenderer or Contractor/Supplier (including their Associates, if any, Subcontractors, and any of their respective personnel and affiliates) not otherwise made ineligible for a reason described in ITT Sub-Clause 4.6 above shall be excluded if:

- (a) as a matter of law or official regulation, the Government prohibits commercial relations with the country of the Tenderer, the Contractor/Supplier, their Associates, Subcontractors or their personnel;
 - (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Government prohibits any import of goods from the country of the Tenderer, its associates or their
-

personnel or any payments to persons or entities in such country;
or

- (c) Such Tenderer, Contractor/Supplier, Associate, Subcontractor or personnel are otherwise deemed ineligible by the Employer pursuant to any policy or guidance that may, from time to time, be in effect.

**Eligible Materials,
Equipment and
Services**

4.8 The materials, equipment and services to be supplied under the Contract may have their origin in any country subject to the same restrictions specified for Tenderers and their associates and personnel set forth in ITT 4.6 and 4.7. At the Employer's request, Tenderers shall provide evidence of the origin of materials, equipment and services.

4.9 For purposes of ITT 4.8 above, "origin" means the place where the materials and equipment are mined, grown, cultivated, produced, manufactured or processed and from which the services are provided. Materials and equipment are produced when, through manufacturing, processing or substantial or major assembling of components, a commercially recognized article results that differs substantially in its basic characteristics, purposes or utility from its underlying components.

4.10 The origin of materials, equipment and services is distinct from the nationality of the Tenderer or Contractor/Supplier.

4.11 Country of origin for major items of plant, materials, goods and services to be provided under the Contract must be indicated in the Technical Offer included in Section IV, Tender Forms.

4.12 Tenderers must also satisfy the eligibility criteria contained in the Procurement Act, 2003, Act 663 governing procurements. In the case where a Tenderer intends to join with an associate or sub-contract part of the Contract, then such associate or Subcontractor shall also be subject to the eligibility criteria set forth in these Tender Documents and the Act.

**5. Qualifications
of the Tenderer**

5.1 All Tenderers shall submit completed Tender Forms (Section IV), including a technical offer which provides environmental and social plans, health and safety plans, work plan, preliminary description of the proposed work method and schedule, including drawings and charts, as necessary (the "Technical Offer").

5.2 In the event that pre-qualification of potential Tenderers has been undertaken, only Tenders from pre-qualified Tenderers shall be considered for award of Contract. These qualified Tenderers should submit with their Tenders any information updating their original pre-qualification applications or, alternatively, confirm in their Tenders that the originally submitted pre-qualification information remains essentially correct as of the date of Tender submission. The update or confirmation should be provided by completing Section IV Tender Forms.

5.3 If the Employer has not undertaken pre-qualification of potential Tenderers, all Tenderers shall include the following information and documents with their Tenders in Section IV Tender Forms, unless

otherwise **stated in the TDS**:

- (a) copies of original documents defining the constitution or legal status, place of registration, and principal place of business of the Tenderer; written power of attorney of the signatory of the Tender to commit the Tenderer;
- (b) reports on the financial standing of the Tenderer, such as profit and loss statements and auditor's reports for the past 5 years; (for contractors only (FCsO)).
- (c) evidence of adequacy of working capital to perform the Contract (access to line(s) of credit and availability of other financial resources); FCsO.
- (d) authority to seek references from the Tenderer's bankers; FCsO
- (e) information regarding any litigation, current or during the last five years, in which the Tenderer was/is involved, the parties concerned, the disputed amounts, and awards;
- (f) total monetary value of construction works performed for each of the last five years; FCsO
- (g) experience in works of a similar nature and size for each of the last five years, and details of work under way or contractually committed; and clients who may be contacted for further information on those contracts; FCsO
- (h) major items of construction equipment proposed to carry out the Contract;
- (i) qualifications and experience of key site management and technical personnel proposed for the Contract;
- (j) proposals for sub-contracting components of the Works amounting to more than 10 percent of the Contract Price. The ceiling for subcontractor participation is **stated in the TDS**.

5.4 Tenders submitted by a joint venture of two or more entities shall comply with the following requirements, unless otherwise **stated in the TDS**:

- (a) the Tender shall include all the information listed in ITT Sub-Clause 5.3 above for each joint venture member;
- (b) the Tender shall be signed so as to be legally binding on all members;
- (c) all members shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;
- (d) one of the members shall be nominated as being in charge, authorized to incur liabilities and receive instructions for and on behalf of any and all members of the joint venture;
- (e) the execution of the entire Contract, including payment, shall be done exclusively with the member in charge; and
- (f) a copy of the joint venture or similar agreement entered into by the members shall be submitted with the Tender; or a letter of intent to execute a joint venture or similar agreement in the event of a successful Tender shall be signed by all members and submitted with the Tender, together with a copy of the proposed agreement.

5.5 To qualify for award of the Contract, Tenderers shall meet the

following minimum qualifying criteria:

- (a) an average annual financial amount of construction work as stipulated in sub-factor 3.2 of Section III, Evaluation and Qualification Criteria;
- (b) experience as prime contractor in the construction of at least the number of works of a nature and complexity equivalent to the Works over the period stipulated in sub-factor 4.2 of Section III, Evaluation and Qualification Criteria (to comply with this requirement, works cited should be at least 70 percent complete);
- (c) proposals for the timely acquisition (own, lease, hire, etc.) of the essential equipment **listed in the TDS**;
- (d) key personnel having the requisite skills and years of experience stipulated in sub-factor 6 of Section III, Evaluation and Qualification Criteria;
- (e) liquid assets and/or credit facilities, net of other contractual commitments and exclusive of any advance payments which may be made under the Contract, of no less than the amount stipulated in sub-factor 3.3 of Section III, Evaluation and Qualification Criteria; and
- (f) the other minimum qualifying criteria set forth in Section III, Evaluation and Qualification Criteria.

A consistent history of litigation or arbitration awards against the Tenderer or any member of a joint venture may result in disqualification.

5.6 The figures for each of the members of a joint venture shall be added together to determine the Tender's compliance with the minimum qualifying criteria; however, for a joint venture to qualify, its members must meet the minimum qualifying criteria set forth in Section III, Evaluation and Qualification Criteria. Failure to comply with this requirement shall result in rejection of the joint venture's Tender. Subcontractors' experiences and resources shall not be taken into account in determining the Tender's compliance with the qualifying criteria, unless otherwise **stated in the TDS**.

6. One Tender per Tenderer

6.1 Each Tenderer shall submit only one Tender, either individually or as a member of a joint venture. A Tenderer who submits or participates in more than one Tender (other than as a subcontractor or in cases of alternatives that have been permitted or requested) shall cause all the proposals with the Tenderer's participation to be disqualified.

7. Cost of Tender

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

8. Pre-Tender Meeting and Site Visit

8.1 The Tenderer's designated representative is invited to attend a Pre-Tender meeting, face to face signing of the contract and official legalization of the contract if **provided for in the TDS**. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage for contractors and for suppliers, the purpose is also to sign off their payment release order from the bank and process the payment for the supply.

- 8.2 Minutes of the Pre-Tender meeting, including the text of the questions raised, without identifying the source and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Tenderers who acquired the Tender Documents in accordance with ITT 9.3. Any modification to the Tender Documents that may become necessary as a result of the Pre-Tender meeting shall be made by the Employer exclusively through the issuance of an addendum pursuant to ITT 11 and not through the minutes of the Pre-Tender meeting.
- 8.3 A site visit will be organized by the Employer if so **specified in the TDS**. The cost of participating in the Pre-Tender meeting and the site visit shall be at the Tenderer's own expense. For the contractors only.
- 8.4 If no site visit is organized, the Tenderer is advised to visit and examine the site of the Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Tender and entering into a contract for construction of the Works. The cost of visiting the site shall be at the Tenderer's own expense. If permission is required to gain access to the site, the Tenderer and any of its personnel or agents will be granted permission by the Employer to enter upon the premises and lands for the purpose of such visit, but only upon the express condition that the Tenderer, its personnel and agents will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, cost, and expenses incurred as a result of the inspection.

B. Tender Documents

9. Contents of Tender Documents

- 9.1 The set of Tender Documents comprises the documents listed below and addenda issued in accordance with ITT Clause 11:

Part I —Tender Procedures

Section I. Instructions to Tender (ITT)

Section II. Tender Data Sheet (TDS)

Section III. Evaluation and Qualification Criteria

Section IV. Tender Forms

Section V. OSCC Contract Agreement (for suppliers only).

Part II – Forms of Contract and Securities

Section V. Form of Agreement and General Conditions of Contract (GCC)

Section VI. Form of Special Conditions of Contract (SCC) and Additional Provisions Annex to the Contract

Section VII. Securities Forms

Part III -- Works Requirements

Section VIII. Bill of Quantities (Volume II)

Section IX. Specifications and Performance Requirements (Volume III)

Section X. Drawings (Volume IV)

- 9.2 The Invitation for Tenders issued by the Employer is not part of the Tender Documents. Government Contract Facilitators (GCF) are responsible for the invitation of all tenderers'. On tenderer travelling cost.
- 9.3 The Employer is not responsible for the completeness of the Tender Documents and their addenda, if they were not obtained directly from the Employer.
- 9.4 The Tenderer is expected to examine all instructions, forms, terms, and specifications, inclusive of environmental, social, health and safety requirements, in the Tender Documents. Failure to furnish all information or documentation required by the Tender Documents may result in the rejection of the Tender.

10. Clarification of Tender Documents

- 10.1 A prospective Tenderer requiring any clarification of the Tender Documents may notify the Employer in writing at the Employer's address **indicated in the TDS**. The Employer will respond to any request for clarification received earlier than the number of days **indicated in the TDS** prior to the deadline for submission of Tenders. Copies of the Employer's response will be forwarded to all prospective Tenderers who have acquired the Tender Documents directly from it. Alternatively, and if so **indicated in the TDS**, the response may be posted at the Employer's website, including a description of the inquiry, but without identifying its source. Prospective Tenderers are responsible for visiting this website and obtaining clarifications in relation to the Tender Documents.

11. Amendment of Tender Documents

- 11.1 Before the deadline for submission of Tenders, the Employer may modify the Tender Documents by issuing addenda.
- 11.2 Any addendum thus issued shall become part of the Tender Documents and shall be forwarded by the Employer to all prospective Tenderers who have acquired the Tender Documents directly from it. Alternatively, and if so **indicated in the TDS**, the addendum may be posted at the Employer's website. Prospective Tenderers are responsible for visiting this website and obtaining addenda in relation to the Tender Documents and shall acknowledge receipt of each addendum in writing to the Employer.
- 11.3 To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their Tenders, the Employer may, at its discretion, extend the deadline for submission of Tenders, in accordance with ITT Sub-Clause 21.2 below.

C. Preparation of Tenders

12. Language of Tender

- 12.1 The Tender, as well as all correspondence and documents relating to the Tender exchanged by the Tenderer and the Employer, shall be written in English and, at the discretion of the Employer, in another language if so **specified in the TDS**. Supporting documents and printed literature that are part of the Tender may be in another language provided they are accompanied by an accurate translation of

the relevant passages in English, in which case, for purposes of interpretation of the Tender, such translation shall govern. Tenderers should understand that, for all documents provided, the English version prevails.

13. Documents Comprising the Tender

- 13.1 The Tender submitted by the Tenderer shall comprise the following:
- (a) The Tender (in the format indicated in Section IV);
 - (b) Tender Security, in accordance with ITT Clause 17, if required;
 - (c) Priced Bill of Quantities;
 - (d) Qualification Information Form and Documents;
 - (e) Technical Offer;
 - (f) Alternative offers, where invited;
 - (g) Written confirmation authorizing the signatory of the Tenderer to commit the Tenderer, in accordance with ITT 19.2; and
 - (h) any other materials required to be completed and submitted by the Tenderer, as **specified in the TDS**.

13.2 In addition to the requirements under ITT 13.1, Tenders submitted by a joint venture shall include those documents specified in, and otherwise comply with the requirements of, ITT 5.4.

14. Tender Prices and Discounts

14.1 The Contract shall be for the Works, as described in ITT Sub-Clause 1.1, based on the priced Bill of Quantities submitted by the Tenderer.

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

14.3 GCC Clause 14.1(b) of the form of Contract (Section V) sets forth the tax provisions applicable to any Tender and to performance of the Contract. Tenderers should review and consider this clause carefully in preparing their Tender.

14.4 The rates and prices quoted by the Tenderer shall be subject to adjustment during the performance of the Contract if **provided for in the TDS** and SCC and the provisions of Sub-Clause 13.8 of the GCC. The Tenderer shall submit with the Tender all the information required under the SCC and GCC Sub-Clause 13.8.

14.5 If so **indicated in the TDS**, Tenders may be invited for individual lots or for any combination of lots (packages). Tenderers wishing to offer any price reduction for the award of more than one lot shall specify in their Tender the price reductions applicable to each package, or alternatively, to individual lots within the package. Price reductions or discounts shall be submitted in accordance with ITT 23.5, provided the Tenders for all lots are submitted and opened at the same time.

15. Currencies of Tender and Payment

15.1 The currency (ies), or combinations thereof, of the Tender and payments shall be as **specified in the TDS**.

16. Tender Validity

16.1 Tenders shall remain valid for the period **specified in the TDS** after the Tender submission deadline date prescribed by the Employer in accordance with ITT 21.1. A Tender valid for a shorter period shall be rejected by the Employer as non-responsive.

16.2 In exceptional circumstances, prior to the expiration of the Tender validity period, the Employer may request Tenderers to extend the period of validity of their Tenders for a specified additional period. The request and the Tenderers' responses shall be made in writing. If a Tender Security is requested in accordance with ITT Clause 17, it shall also be extended up to 28 days after the deadline of the extended Tender validity period. A Tenderer may refuse the request without forfeiting the Tender Security. A Tenderer agreeing to the request shall not be required or permitted to modify its Tender, except at the discretion of the Employer.

16.3 If the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial tender validity, the Contract price shall be determined as follows:

- (a) In the case of fixed price contracts, the Contract price shall be the tender price adjusted by the factor **specified in the TDS**.
- (b) In the case of adjustable price contracts, no adjustment shall be made.

In any case, tender evaluation shall be based on the tender price without taking into consideration the applicable correction from those indicated above.

**17. Tender
Security
Tender
Securing
Declaration**

17.1 If required in the TDS, the Tenderer shall furnish, as part of its Tender, a Tender Security or Tender Securing Declaration in original form as **specified in the TDS**. If a Tenderer is tendering on multiple lots or is submitting alternative Tenders, only one Tender Security is required for all lots and for both base and alternative Tenders.

17.2 The Tender Security (if required) shall be in the amount and currency **specified in the TDS**, and shall:

- (1) at the Purchaser's option, be in the form of either an irrevocable letter of credit or an unconditional bank guarantee from a banking institution;
- (2) be issued by a reputable institution selected by the Tenderer and located in any eligible country (as determined in accordance with ITT 4); if the institution issuing the bank guarantee is located outside the Employer's country, it shall have a correspondent financial institution located in the Employer's country, acceptable to the Employer, to make it enforceable;
- (3) be substantially in accordance with one of the forms of Tender Security included in Section VII, Security Forms, or other form approved by the Employer prior to Tender submission; in either case, the form must include the complete name of the Tenderer;
- (4) be payable promptly upon written demand by the Employer in case the conditions listed in ITT Sub-Clause 17.5 are invoked;
- (5) be submitted in its original form; copies shall not be accepted;
- (6) remain valid for a period of 28 days beyond the validity period of the Tenders, as extended, if applicable, in accordance with ITT Sub-Clause 16.2.

17.3 Any Tender not accompanied by a substantially responsive Tender

Security (if required) in accordance with ITT Sub-Clause 17.1 shall be rejected by the Employer as non-responsive.

17.4 The Tender Security of unsuccessful Tenderers shall be returned as promptly as possible upon the successful Tenderer's furnishing of the performance security in accordance with GCC 4.2 as described in ITT 35.

17.5 The Tender Security may be forfeited:

- (a) if a Tenderer withdraws its Tender during the period of Tender validity specified by the Tender on the Tender Submission Sheet, except as provided in ITT Sub-Clause 16.2; or
- (b) if the Tenderer does not accept the correction of its Tender Price pursuant to ITT Sub-Clause 28;
- (c) if the successful Tenderer fails within the specified time to:
 - (i) sign the Contract; or
 - (ii) furnish the required performance security.

17.6 The Tender Security of a joint venture must be in the name of the joint venture that submits the Tender. If the joint venture has not been legally constituted at the time of Tender, the Tender Security shall be in the names of all future members as named in the letter of intent or similar agreement in connection with the formation of the joint venture.

18. Alternative Proposals by Tenderer

18.1 Alternative Tenders shall not be considered, unless specifically **allowed in the TDS**. If so allowed, ITT Sub-Clauses 18.1 and 18.2 shall govern, and the **TDS shall specify** which of the following options shall be allowed:

- (a) Option One. A Tenderer may submit alternative Tenders with the base Tender and the Employer shall only consider the alternative Tenders offered by the Tenderer whose Tender for the base case was determined to be the Lowest-Evaluated Tender, or
- (b) Option Two. A Tenderer may submit an alternative Tender with or without a Tender for the base case. All Tenders received, for the base case, as well as alternative Tenders meeting the specifications and performance requirements pursuant to Section IX, shall be evaluated on their own merits.

18.2 Alternative Tenders shall provide all information necessary for a complete evaluation of the alternative by the Employer, including design calculations, technical specifications, breakdown of prices, proposed construction methods and other relevant details.

19. Format and Signing of Tender

19.1 The Tenderer shall prepare one original set of the documents comprising the Tender as described in ITT 13 and clearly mark it **ORIGINAL**. Alternative Tenders, if permitted in accordance with ITT 18, shall be clearly marked **ALTERNATIVE**. In addition, the Tenderer shall submit copies of the Tender, in the language(s) and number **specified in the TDS** and clearly mark each one **COPY**. In the event of any discrepancy between the original and the copies, the **original** shall prevail.

19.2 The original and all copies of the Tender shall be typed or written in

indelible ink and shall be signed by a person duly authorized to sign on behalf of the Tenderer. This authorization shall consist of a written confirmation as **specified in the TDS** and shall be attached to the Tender. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Tender where entries or amendments have been made shall be signed or initialed by the person(s) signing the Tender.

- 19.3 Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person(s) signing the Tender.
- 19.4 The Tenderer shall furnish information as described in the Form of Tender in Section IV on commissions or gratuities, if any, paid or to be paid to agents relating to this Tender, or to Contract execution if the Tenderer is awarded the Contract.

D. Submission and Opening of Tenders

- 20.1 Tenderers may always submit their Tenders by mail or by hand. When so **specified in the TDS**, Tenderers shall have the option of submitting their Tenders electronically. Tenderers submitting Tenders electronically shall follow the procedures **specified in the TDS**. For Tenders submitted in hard copy, the Tenderers shall seal the original and all copies of the Tender in two inner envelopes and one outer envelope, duly marking the inner envelopes as **“ORIGINAL”, “ALTERNATIVE” and “COPIES.”**
- 20.2 The inner and outer envelopes shall:
- (a) bear the name and address of the Tenderer;
 - (b) be addressed to the Employer at the address **provided in the TDS**;
 - (c) bear the name and identification number of the Contract as **defined in the TDS section 1.1** and SCC; and
 - (d) provide a warning not to open before the specified time and date for Tender opening as **defined in the TDS**.
- 20.3 If the envelopes are not sealed and marked as above, the Employer shall assume no responsibility for the misplacement or premature opening of the Tender.
- 21.1 Tenders shall be delivered to the Employer at the address specified in the TDS no later than the date and time **specified in the TDS**.
- 21.2 The Employer may, at its discretion, extend the deadline for submission of Tenders by issuing an addendum in accordance with ITT Clause 11, in which case all rights and obligations of the Employer and the Tenderer previously subject to the original deadline shall then be subject to the new deadline.
- 22.1 Any Tender received by the Employer after the deadline prescribed in ITT Clause 21 shall be declared late, rejected and returned unopened to the Tenderer.
- 23.1 A Tenderer may withdraw, substitute or modify its Tender after it has been submitted by giving notice in writing before the deadline for Tender submission prescribed in ITT

Clause 21, duly signed by an authorized representative, and shall include a copy of the authorization

THE END

Any inquiries should be made through the buying agency OSCC.