

BANK OF GHANA

**REQUEST FOR PROPOSAL FOR PROVISION OF
FACILITY MAINTENANCE SERVICES**

PACKAGE NO: GR/BOG/TS/0008/2018

**PROVISION OF WASTE
MANAGEMENT AND SANITATION
SERVICES AT VARIOUS PREMISES
OF BANK OF GHANA**

August, 2018

Table of Contents

SECTION I: INSTRUCTION TO TENDERERS.....	4
Invitation for Tender	1
A. Introduction	4
1. Scope of Tender	4
2. Duration of Assignments	4
3. Eligible Tenderers.....	4
4. Tender Prices.....	4
5. One Tender per Tenderer	4
6. Cost of Tender.....	4
7. Service Provider's Tender Form	4
8. Format and Signing of Tender.....	4
9. Sealing and Marking of Tenders	5
10. Submission of Tenders	6
11. Deadline for Submission	6
12. Opening of Tenders	6
13. Evaluation of Tenders	7
14. Negotiations	7
15. Award of Contract	7
16. Procuring Entity's Right to accept any Tender and to Reject any or all Tenders.....	7
17. Notification of Award.....	7
18 Performance Security	7
19. Signing of Contract	8
20. Fraud Corruption, Coercion, Collusion, Fraudulent and Obstruction Practices	8
21. Right to Review	10
22. Submission of Applications for Review	10
SECTION II: DESCRIPTION OF SERVICES	11
SECTION III: CONTRACT FORM	17

SECTION IV: TENDER FORMS	23
Service Provider's Form of Tender.....	23
Qualification Information Form	24
1. Individual Tenderers or Individual Members of Joint Ventures.....	24
1.1 Eligibility	24
1.2 Experience	24
1.3 Equipment and Plants	25
1.4 Personnel	25
1.5 Average Annual Services Turnover	26
1.6 Financial Situation and Performance	26
1.7 Financial Capability	26
1.8 Tenderers Contact Information.....	26
1.10 Litigation History.....	26
1.11 Occupation Health and Safety Policy	27
1.12 Proposed Service Programme	27
2. Joint Ventures	27
Letter of Acceptance	28
SECTION V: SECURITY FORMS	29
Tender Securing Declaration Form	29
Performance Bank Guarantee [Unconditional] Form	30

Tender No. GR/BOG/TS/0008/2018

PROVISION OF WASTE MANAGEMENT AND SANITATION SERVICES FOR BANK OF GHANA

Invitation for Tenders

Date:

1. The Bank of Ghana (BoG), hereinafter called “The Bank” intends to apply part of its budgetary allocation to cover eligible payments under the contract for the **Provision of Waste Management and Sanitation Services at Bank of Ghana Offices and/or Residences.**
2. The Bank now invites sealed Tenders from eligible Waste Management and Sanitation Services providers for the **Provision of Waste Management and Sanitation Services at Bank of Ghana Offices and/or Residences.** The tenders are in Seven (7) Lots and no company will be awarded more than one (1) Lot.

LOT	DESCRIPTION	LOCATION	TENDER SUBMISSION DATE
1	Provision of Waste Management and Sanitation Services for the Offices of the Bank in the Accra Metropolis	Accra	September 28, 2018
2	Provision of Waste Management and Sanitation Services for the Bank's Residences in the Accra and Tema Metropolis	Accra and Tema	September 28, 2018
3	Provision of Waste Management and Sanitation Services for the Regional Office and the Bank's Residences in the Kumasi Metropolis	Kumasi	September 28, 2018
4	Provision of Waste Management and Sanitation Services for the Regional Office and the Bank's Residences in the Sekondi Takoradi Metropolis	Takoradi	September 28, 2018
5	Provision of Waste Management and Sanitation Services for the Regional Office and the Bank's Residences in the Sunyani Municipality	Sunyani	September 28, 2018
6	Provision of Waste Management and Sanitation Services for the Regional Office and the Bank's Residences in the Tamale Metropolis	Tamale	September 28, 2018
7	Provision of Waste Management and Sanitation Services for the Regional Office and the Bank's Residences in the Hohoe Municipality	Hohoe	September 28, 2018

3. A complete set of Tender Documents may be downloaded from the Bank of Ghana website www.bog.gov.gh by interested Tenderers from **August 27, 2018 to September 28, 2018**.
4. All Tenders are to be accompanied by the following documents:
 - **Tender Security of two(2) percent of the proposed tender fees for a minimum of 120 days after the date of the tender opening**
 - **SSNIT Clearance Certificate, valid as at the date of the opening**
 - **GRA Clearance Certificate, valid as at the date of opening**
 - **VAT Registration Certificate, valid as at the date of opening**
 - **PPA Registration Certificate valid as at the date of opening**
 - **Business Registration Certificate, Articles and Memorandum of Association or any document proving ownership of a proprietary firm**
 - **Certificate to Commence Business**

ADDRESS FOR ALL ENQUIRIES

**CORPORATE MANAGEMENT AND SERVICES DEPARTMENT
FIRST (1ST) FLOOR, CPC BUILDING
GENERAL SERVICES COMPLEX
ESTATE AND PROJECTS OFFICE
SPINTEX ROAD
ACCRA**

TELEPHONE NUMBER: 0302 550500 EXT 7214/7216/7172/7229/7231

5. This Invitation for Tender consists of the following documents:

- Section I: Instructions to Tenderers
- Section II: Description of Services/Requirements
- Section III: Tender Forms
- Section IV:
 - Service Provider's Tender Form
 - Qualification Information Forms
- Section V: Scope of Services
- Section VI: Price Schedule

6. All Tenders in one (1) original plus four (4) additional copies, properly filled in with all attached documents, shall be enveloped and clearly marked **"PROVISION OF WASTE MANAGEMENT AND SANITATION SERVICES AT BANK OF GHANA PREMISES"** indicating clearly the LOT being applied for and addressed to:

**THE CHAIRPERSON
TENDER OPENING COMMITTEE
BANK OF GHANA
P. O. BOX GP 2674
ACCRA.**

7. Tenders shall be valid for a period of **120 Days** after tender submission and must be accompanied by a tender security of 2% of the proposed Annual Service Fees for a minimum of 120 days after the tender opening date.

All Tenders must be deposited in the Tender Box at the
**Secretary's Department,
Bank of Ghana,
Head Office,
4th Floor, Room 422,
High Street, Accra**

on or before **Friday, 28th September, 2018 at 2.15 pm or 1415 Hours GMT**, at which time the tender box will be opened in the presence of the Tenderers who wish to attend. Late submission will be rejected.

SECTION I: INSTRUCTION TO TENDERERS

1. Scope of Tender 1.1	A. Introduction	
2. Duration of Assignments	2.1	Description of Services: Providing periodic disinfestation and fumigation services in designated premises to provide a very good and effective public health programme to control disease vectors, nuisance insects, rodents and reptiles in the premises to ensure clean, healthy and pleasant environment Tenderers are expected to submit: a. relevant experience in similar assignments; and b. updated detailed Curriculum Vitae (CVs) The expected duration of the assignment is for an initial period of One (1) year from the date of commencement subject to renewal upon satisfactory performance.
3. Eligible Tenderers	3.1	Tenderers may be natural persons, companies or firms registered in the Republic of Ghana and shall satisfy all relevant licensing, registration and tax requirements with the appropriate statutory bodies in The Republic of Ghana.
	3.2	A Service Provider may be ineligible if
	3.3	a. the Service Provider is declared insolvent or the Service Provider is undergoing liquidation;
	3.4	b. the Service Provider is convicted, by a final judgment, of any offence involving professional conduct.
4. Tender Prices	4.1	Tenderers must submit priced quotations (Contract Price) with breakdown including all rates and prices and reimbursable costs if any as described in Section II; Description of Services and listed in the Activity Schedule.
5. One Tender per Tenderer	4.1	A Tenderer shall submit only one Tender , in the same tendering process, either individually as a Tenderer or as a partner in a joint venture.
6. Cost of Tender	5.1	The Tenderer shall bear all costs associated with the preparation and submission of its Tender, and the Procuring Entity will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process,
7. Service Provider's Tender Form	7.1	The Tenderer shall fill the Service Provider's Form of Tender furnished in the Tendering Documents. The Form of Tender must be completed without any alterations to its format and no substitution shall be accepted.
8. Format and Signing of Tender	8.1	The Tenderer shall prepare one original of the documents constituting the Tender as described in ITT Clause 11, bound with the volume containing the Service Provider's Form of Tender, and clearly marked "ORIGINAL". In addition, the Tenderer shall submit four (4) copies of the Tender clearly marked as "COPIES." In the event of discrepancy between them, the original shall prevail.

8.2 The original and the copies of the Tender shall be typed or written in indelible ink and shall be signed by the Tenderer or a person or persons duly authorized to sign on behalf of the Tenderer. This authorization shall consist of a written confirmation in the form of a Power of Attorney 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, except for un-amended printed literature, shall be initialed by the person or persons signing the Tender.

8.3 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Tender.

8.4 The Tenderer shall furnish information as described in the Service Provider's Form of Tender on commissions or gratuities, if any, paid or to be paid to agents relating to this Tender and to Contract execution if the Tenderer is awarded the Contract.

8.5 The proposals should be submitted in two (2) separate envelopes super scribed Technical Proposal/Financial Proposal

a. The following documents should be included in the envelope containing the technical proposal:

- The Tender Security
- The SSNIT Clearance Certificate,
- The GRA Clearance Certificate,
- The VAT Registration Certificate,
- The PPA Registration Certificate
- Business Registration Certificate, Articles and Memorandum of Association or any document proving ownership of a proprietary firm
- Certificate to Commence Business

The Technical proposal should NOT contain any price information. Such proposal, if received, will be rejected

b. The Financial Proposal should contain the Bill of Quantities specifying the tender price or proposed fees

9. Sealing and Marking of Tenders

9.1 The Tenderer shall seal the original and each copy of the Tender, in separate sealed envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." These envelopes containing the original and the copies shall then be enclosed in one single plain envelope securely sealed in such a manner that opening and resealing cannot be achieved undetected.

10. Submission of Tenders

The inner and outer envelopes shall:

- a. be addressed and submitted to the Procuring Entity at the following address:

THE CHAIRPERSON
TENDER OPENING COMMITTEE
BANK OF GHANA
P. O. BOX GP 2674
ACCRA
- b. bear the Project name **PROVISION OF WASTE MANAGEMENT AND SANITATION SERVICES FOR BANK OF GHANA PREMISES** and a statement: "DO NOT OPEN BEFORE **[Friday, September 28, 2018]**,"

11. Deadline for Submission

- 11.1 Tenders shall be received by the Procuring Entity at the address specified in sub-Clause 10(a) no later than **[Friday, 28th September, 2018 at 2.15 p.m. or 1415 Hours GMT]**. Tenders submitted later than the deadline for submission shall be recorded as non-responsive and will not be evaluated regardless of the circumstances.
- 11.2 The Procuring Entity may, in exceptional circumstances and at its discretion, extend the deadline for submission of Proposals by issuing and amending the RFP, in which case all rights and obligations of the Procuring Entity and the Tenderers previously subject to the original deadline will thereafter be subject to the new deadline.

12. Opening of Tenders

- 12.1 The Procuring Entity will open the Tender Box in public, in the presence of Tenderers or their representatives who choose to attend, and other parties with a legitimate interest in the Proposal proceedings, at the place, on the date and at the time specified in sub-Clause 11.1. Tenderers' representatives present shall sign a register as proof of their attendance. The omission of a Tenderers signature on the record shall not invalidate the contents or affect the record. A copy of the record shall be distributed to all the Tenderers.
- 12.2 All Tender documents shall be identified by the Tenderers or their representatives one at a time. The Tenderers' names, the presence or absence of Tender Securing Declaration, and such other details will be announced by the Tender Opening Committee at the opening.
- 12.3 No Tender will be rejected at Tender Opening except for late Proposals which will be returned unopened to the Service Provider, pursuant to Clause 11.1

13. Evaluation of Tenders	<p>13.1 Submitted Tenders shall be evaluated as following</p> <ul style="list-style-type: none"> a. Preliminary examination to confirm that the Tender conforms to all the terms, conditions and specifications of the Tender Documents without material deviation or reservation. b. The procuring Entity shall evaluate the technical aspects of the Tenders submitted to confirm that all requirements specified in Section II: Description of Services of the Tendering Documents have been met without material deviation or reservation. c. Tender Prices of Tenders determined to be substantially responsive as in “a” and “b” shall be evaluated and compared
14. Negotiations	<p>13.2 The Tender with the lowest evaluated price from among those which are eligible, shall be considered</p> <p>14.1 The Tenderer with the lowest evaluated Tender shall be invited for negotiations pertaining to contract prices and contract terms. If an agreement is not reached the next Tenderer by order of merit will be invited for negotiations.</p>
15. Award of Contract	<p>The Procuring Entity will award the contract to the Tenderer whose Tender has been determined to be substantially responsive to the Tender Documents and who has offered the Lowest Evaluated Tender Price, provided that such Tenderer has successfully concluded negotiations with the Procuring Entity, if any.</p>
16. Procuring Entity's Right to accept any Tender and to Reject any or all Tenders	<p>16.1 The Procuring Entity reserves the right to accept or reject any Tender, and to cancel the Tendering Documents and reject all Tenders, at any time prior to the award of Contract, without thereby incurring any liability to the affected Tenderer or Tenderers.</p>
17. Notification of Award	<p>17.1 The Tenderer whose Proposal has been accepted will be notified of the award by the Procuring Entity prior to expiration of the Tender validity period in writing or in electronic forms that provide record of the content of communication. The Letter of Acceptance will state the sum that the Procuring Entity will pay the successful Tenderer in consideration for the execution of the scope of works as prescribed by the Contract.</p>
18 Performance Security	<p>18.1 The notification of award will constitute the formation of the Contract, subject to the Tenderer furnishing the Performance Security of ten percent (10%) of the annual; contract price from a reputable Bank or thirty percent (30%) of the contract price from a reputable Insurance Company.</p>

- 18.2 Failure of the successful Tenderer to comply with the requirements of Clause 18.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Tender Security or execution of the Tender Securing Declaration and any other remedy the Procuring Entity may take under the Contract and the Procuring Entity may resort to awarding the Contract to the next ranked Tenderer.
- 18.3 Upon the successful selection of a Tenderer, the Procuring Entity will promptly notify each unsuccessful Tenderer, the name of the successful Tenderer and will discharge the Tender Securing Declaration of the unsuccessful Tenderers.
- 18.4 If, after notification of award, a tenderer wishes to ascertain the grounds on which it's Tender was not selected, it should address its request to the Procuring Entity. The Procuring Entity will promptly respond in writing or in electronic forms that provide record of the content of communication to the unsuccessful Tenderer.
- 19. Signing of Contract**
- 19.1 Promptly after notification, Procuring Entity shall send the successful Tenderer the Agreement and Special Conditions of Contract, incorporating all agreements between the parties obtained as a result of Contract negotiations. Within twenty eight (28) days of receipt of the Contract Agreement, the successful Tenderer shall sign and date the Contract and return it to the Procuring Entity.
- 20. Fraud Corruption, Coercion, Collusion, Fraudulent and Obstruction Practices**
- 20.1 The Government of The Republic of Ghana requires that procuring entities (including beneficiaries of public funds) as well as Tenderers under public - financed Contracts observe the highest standard of ethics during the procurement and execution of such Contracts. In pursuance of this policy, the Government of the Republic of Ghana:
- a) defines, for the purposes of this provision, the terms set forth below as follows:
 - i) "corrupt practice means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in Contract execution, or the making of any payment to any third party, in connection with or in furtherance of this Contract, in violation of the Applicable Law;
 - ii) "coercive practice" means impairing or harming, or threatening to impair or harm directly or indirectly, any party or the property of the party for the purpose of influencing improperly the action or that party in connection with public procurement or in furtherance of corrupt practice or fraudulent practice;

- iii) collusive practices” means a scheme or arrangement between two or more Service Providers, with or without the knowledge of the Employer, designed to establish prices at artificial, non-competitive levels;
 - iv) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Government or a public body and includes collusive practices among tenderers, prior to or after submission designed to establish tender prices at artificial non-competitive levels and to deprive the Government of the benefits of free and open competition;
 - v) “obstructive practice” means deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede the Employer’s investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of the Employer’s inspection and audit rights.;
- b) Will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt fraudulent, coercive, collusive or obstructive practices in competing for the contract.
- c) In pursuant of the policy defined in ITT sub-clause 18.1(a) the Government will cancel the portion of the funds allocated to the contract for goods, work or services if it at any time determines that corrupt fraudulent, coercive, collusive or obstructive practices were engaged in by representatives of the procuring entity or approving authority or of a beneficiary of the funds during the procurement or the executions of that contract.
- d) will declare a firm to be ineligible, for a period of up to ten years, to be awarded a public - financed Contract in the Republic of Ghana if it, at any time, determines that the Tenderer has engaged in corrupt,

fraudulent, coercive, collusive or obstructive practices in competing for or in executing a public – financed Contract.

- 20.2 Any communication between the Tenderer and the Procuring Entity related to matters of alleged fraud or corruption must be made in writing or in electronic forms that provide record of the content of communication.

21. Right to Review

- 21.1 A Tenderer who claims to have suffered or that may suffer any loss or injury as a result of breach of a duty imposed on a Procuring Entity or an approving authority in the course of these procurement proceedings may submit an application for review in writing or in electronic forms that provide record of the content of communication to the Procuring Entity and a copy shall be served to the Public Procurement Authority (PPA) for Administrative Review provided that the Contract has not entered into force.

22. Submission of Applications for Review

- 22.1 Applications for Administrative Review which are not amicably settled within twenty-one (21) days by the Procuring Entity may be referred to the Public Procurement Authority as an appeal by the Tenderer.

SECTION II: DESCRIPTION OF SERVICES

The firms are to demonstrate high level of competency and professionalism and must be able to undertake the disinfestation and fumigation services at the specified areas to acceptable standards with minimum inconvenience to the property, staff, customers and the public at large.

As part of the technical requirements, the Bank expects the following from the Service Providers:

- i. Provide adequate and competent staffing for undertaking the services
- ii. Staff shall receive sufficient initial practical training/orientation before taking up the job
- iii. Service Provider shall have an administrative set-up/representation
- iv. Service Provider shall have the right communication set-up including procedures and equipment for normal operational and emergency situations
- v. Service Provider shall have the appropriate equipment for the services
- vi. The Service Provider shall carry out the services with due diligence and efficiency in a professional manner consistent with international standards
- vii. The service must be performed without causing the Bank to wait for it
- viii. The services must be delivered in the same or more improved quality and manner at all times for every Bank premises and for every beneficiary

The Service Provider is expected to use the following equipment amongst others in the performance of the services:

- i. Refuse collection trucks
- ii. Litter bins and/or skip
- iii. Janitors

The Service Provider shall undertake the following services:

a. Refuse Collection

- The Service Provider shall provide the required capacity and number of litter bins and/or skip at the designated areas for dumping of refuse to facilitate collection
- Collection of refuse from central containers. The refuse bins and/or skips are to be emptied with no left over waste either in or around the collection point
- The external areas of the Bank or the collection points are not to be littered with “fallouts” of rubbish, leaves, debris etc. from refuse trucks after removal. All such littering must be removed promptly and effectively.

b. Sweeping and Collection of Debris

- The Service Provider shall clear all litters on the ground at the collection points around the bins or skip
- The Service Provider shall provide a mechanical sweeper with suction capabilities for services related to sweeping and collection of debris at open areas, streets, walk ways, pavements and/or car parks and gardens within the immediate precinct of the premises involved

Cleaning of Drains

- Cleaning and clearing debris from all drains to avoid blockage of such drains at all times
- Scientific cleaning of internal and external drains at Residences and offices

SCOPE OF SERVICES

LOT 1: PROVISION OF WASTE MANAGEMENT AND SANITATION SERVICES IN THE OFFICES OF THE BANK IN THE ACCRA METROPOLIS

NO.	PREMISES	SERVICE	FREQUENCY OF SERVICE
1	Head Office	<ul style="list-style-type: none">• Collection of 14No. 240 litre Refuse bins• Sweeping and collection of debris from the central collection points• Sweeping and Collection of Debris on the Thorpe Road and the pavements from the main Entrance of the Bank to the Crush Barrier of any litter dropped from the bins in the course of lifting	Daily from Monday to Friday
2	Cedi House	<ul style="list-style-type: none">• Collection of 11No. 240 litre Refuse bins• Sweeping and collection of debris from the central collection points• Sweeping and Collection of Debris on the Road and the pavements from the Collection Point to the pavements and walkways of any litter dropped from the bins in the course of lifting	Daily from Monday to Friday
3	Clinic	<ul style="list-style-type: none">• Collection of 6No. 240 litre Refuse bins• Sweeping and collection of debris from the central collection points	Daily from Monday to Friday
4	General Services Complex	<ul style="list-style-type: none">• Collection of 13No. 240 litre Refuse bins• Sweeping and collection of debris from the central collection points• Sweeping and Collection of Debris on the driveways and the pavements	Daily from Monday to Friday

LOT 2: PROVISION OF WASTE MANAGEMENT AND SANITATION SERVICES FOR THE BANK'S RESIDENCES IN THE ACCRA AND TEMA METROPOLIS

Service Providers are required to pick refuse in the containers, sweep and collect any spilled refuse on the floor any time they collect the refuse in the various locations

12

NO.	PREMISES	NO. OF 240LTR REFUSE BINS	FREQUENCY OF SERVICE
1	Middle income Group Housing Estates, (MIGHE), Mataheko, Accra	95No	Daily
2	No 9 Switchback Road, Cantonments, Accra	4No	2 times a week
3	No 17 Osu Avenue, Ridge, Accra	4No	2 times a week
4	C11 North Labone, Accra	2No	2 times a week
5	C28 North Labone , Accra	2No	2 times a week
6	Roman Ridge Bungalows (F8 , F9, F10, F11, F12, F13 Yooyi Lane/Loop), Accra	16No	2 times a week
7	SSNIT Flats, Adentan	16No	2 times a week
8	SSNIT Flats Sakumono	20No	2 times a week
9	SSNIT Flats Tema	14No	2 times a week
10	SSNIT Flats Dansoman	5No	2 times a week

LOT 3: PROVISION OF WASTE MANAGEMENT AND SANITATION SERVICES FOR THE REGIONAL OFFICE AND THE BANK'S RESIDENCES IN THE KUMASI METROPOLIS

Service Providers are required to pick refuse in the containers, sweep and collect any spilled refuse on the floor any time they collect the refuse in the various locations

NO.	PREMISES	NO. OF 240LTR REFUSE BINS	FREQUENCY OF SERVICE
-----	----------	------------------------------	-------------------------

1	Kumasi Regional Office	12No 1 skip	Daily Periodic disposal of briquettes
2	No 4 Love Ridge, Kumasi	2No	2 times a week
3	No 3B Akowuasan Ridge, Kumasi	2No	2 times a week
4	Airport Estates, Kumasi	12No	2 times a week
5	Ahinsan Estates, Kumasi	2No	2 times a week
6	Pankronu Estates, Kumasi	3No	2 times a week
7	SSNIT Flats Asuoyeboah, Kumasi	3No	2 times a week

LOT 4: PROVISION OF WASTE MANAGEMENT AND SANITATION SERVICES FOR THE REGIONAL OFFICE AND THE BANK'S RESIDENCES IN THE SEKONDI TAKORADI METROPOLIS

Service Providers are required to pick refuse in the containers, sweep and collect any spilled refuse on the floor any time they collect the refuse in the various locations

NO.	PREMISES	NO. OF 240LTR REFUSE BINS	FREQUENCY OF SERVICE
1	Takoradi Regional Office	11No 1 skip	Daily Periodic disposal of briquettes
2	Regional Manager's Residence (Airport Ridge Residential Area)	2No	2 times a week
3	Anaji Estates	3No	2 times a week
4	SSNIT Flats	1No	2 times a week

LOT 5: PROVISION OF WASTE MANAGEMENT AND SANITATION SERVICES FOR THE REGIONAL OFFICE AND THE BANK'S RESIDENCES IN THE SUNYANI MUNICIPALITY

Service Providers are required to pick refuse in the containers, sweep and collect any spilled refuse on the floor any time they collect the refuse in the various locations

NO.	PREMISES	NO. OF 240LTR REFUSE BINS	FREQUENCY OF SERVICE
1	Sunyani Regional Office	10No	2 times a week
2	Regional Manager's Residence (Ridge Residential Area)	3No	Once a week
3	Tonsuom Estates	2No	Once a week

LOT 6: PROVISION OF WASTE MANAGEMENT AND SANITATION SERVICES FOR THE REGIONAL OFFICE AND THE BANK'S RESIDENCES IN THE TAMALE METROPOLIS

Service Providers are required to pick refuse in the containers, sweep and collect any spilled refuse on the floor any time they collect the refuse in the various locations

NO.	PREMISES	NO. OF 240LTR REFUSE BINS	FREQUENCY OF SERVICE
1	Tamale Regional Office	5No	2 times a week
2	Regional Manager's Residence (Ridge Residential Area)	2No	Once a week
3	Kalpohin Estates	2No	Once a week

LOT 7: PROVISION OF WASTE MANAGEMENT AND SANITATION SERVICES FOR THE REGIONAL OFFICE AND THE BANK'S RESIDENCES IN THE HOHOE MUNICIPALITY

Service Providers are required to pick refuse in the containers, sweep and collect any spilled refuse on the floor any time they collect the refuse in the various locations

NO.	PREMISES	NO. OF 240LTR REFUSE BINS	FREQUENCY OF SERVICE
1	Hohoe Regional Office	5No	2 times a week
2	Regional Manager's Residence	2No	Once a week

3	Banking and Currency Managers Residence	2No	Once a week
---	--	-----	-------------

SECTION III: CONTRACT FORM

THIS CONTRACT AGREEMENT IS MADE THIS *[insert date]* day of *[insert month and year]* between *[insert name and address of the Employer]* (hereinafter called "*the Employer*") on the one hand and *[insert name and address of the Service Provider]* (hereinafter called "*the Service Provider*") on the other hand.

WHEREAS, the Employer wishes to have the Service Provider perform the services hereinafter referred to as *[insert brief description of the assignment]* and **WHEREAS**, the Service Provider is willing to perform these services.

The following documents shall be deemed to form and be read and construed as part of this Agreement;

1. This Contract Form
2. The Employer's Notification of Award
3. Letter of Acceptance
4. Service Provider's Tender
5. Priced Activity Schedule
6. Description of Services
7. Appendices

Appendix A – Schedule of Payments and Reporting Requirements;
 Appendix B – Key Personnel
 Appendix C – Breakdown of Contract Price;

NOW THEREFORE THE PARTIES hereby agree as follows:-

1. Services

- (i) The Service Provider shall perform the services specified in **Section II: Description of Services**, which is made an integral part of this Contract ("the Services").
- (ii) The Service Provider shall provide the personnel as indicated in **Section II: Description of Services** to perform the Services.
- (iii) The Service Provider shall submit to the Employer the

reports in the form and within the time periods specified in **Section II: Description of Services. Not Applicable**

2. Duration

The Service Provider shall perform the Services during the period commencing *[insert date]* and continuing through *[insert completion date]* or any other period as may be subsequently agreed by the parties in writing.

3. Contract Price

A. Payments

For Services rendered pursuant to Section II: Description of Services, the Employer shall pay the Service Provider an amount of *[insert amount in currency words and figures]* This amount has been established based on the understanding that it includes all of the Service Provider's costs and profits as well as any tax obligation that may be imposed on the Service Provider.

B. Schedule of Payments

The following payment schedule will be used:-
As described in Appendix

C. Payment Conditions

Payment shall be made in *Ghana Cedis* no later than **30 days** following submission by the Service Provider of invoices in duplicate to the Authorized Representative designated in paragraph 5.

4. Project Administration

A. Authorized Representative

Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Employer or the Service Provider may be taken or executed by their Authorized Representatives namely **The Properties Managers** on behalf of the Employer; and *[insert name]* on behalf of the Service Provider

B. Reports

The reports specified in Section II: Description of Services, shall be submitted by the Service Provider in the course of the assignment. **Not Applicable**

5. Obligations of the Service Provider

The Service Provider shall perform the Services in accordance with the Description of Services and the Activity Schedule,

and carry out their obligations with all due diligence, efficiency and economy in accordance with generally accepted professional techniques and practices.

6. **Confidentiality** The Service Provider shall not, during the term of this Contract and within **two (2) years** after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Employer's business or operations without the prior written consent of the Employer.
7. **Ownership of Material** Any studies reports or other material, graphic, software or otherwise, prepared by the Service Provider for the Employer under the Contract shall belong to and remain the property of the Employer. The Service Provider may retain a copy of such documents and software. **Not Applicable**
8. **Service Provider Not to be Engaged in Certain Activities** The Service Provider agrees that, during the term of this Contract and after its termination, the Service Provider and any entity affiliated with the Service Provider, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services. **Not Applicable**
9. **Insurance** The Service Provider will be responsible for taking out any appropriate insurance coverage.
10. **Assignment** The Service Provider shall not assign this Contract or sub-contract any portion of it without the Employer's prior written consent.
11. **Force Majeure** If either party is unable by reason of Force Majeure to perform its obligations under this Contract, such party shall give notice to other party of the event;
Force Majeure denotes any event, the happening or pernicious effect of which could not be reasonably prevented. Either party shall not be responsible or liable for any delay or failure in the fulfilment of its obligations under this Contract, directly or indirectly due to any cause or circumstances beyond its control including but not limited to , any regulations, orders or instructions issued by municipal authorities or any department or agency thereof , acts of God, fires, typhoons, or embargoes, war, hostilities, invasion, acts of public terrorism ,

epidemics, and quarantine and difficulty in receiving supplies of products or any act mitigating against the production of or supply of the products.

Neither party shall be held liable for any damage or loss whether monetary or otherwise as a result Force Majeure.

12 Obligations of The Employer

The Employer shall use its best efforts to provide the Service Provider such assistance, facilities and exemptions as may be required for the successful completion of the assignment.
[provide *list as necessary*]

13. Law Governing The Contract and Language

The Contract shall be governed by the laws of The Republic of Ghana, and the language of the Contract shall be **English**.

14 Termination by the Employer

The Contract will continue until all services and deliverables, if any, have been provided and accepted in accordance with Section II: Description of Services unless it is terminated earlier in accordance with the terms as set out below.

- a. if the Service Providers do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Employer may have subsequently approved in writing or in electronic form that provides record of the content of communication
- b. if the Service Provider become insolvent or bankrupt;
- c. if, as the result of Force Majeure, the Service Provider(s) are unable to perform a material portion of the Services for a period of not less than **7days**; or
- d. if the Service Provider/s, in the judgment of the Employer has engaged in corrupt, fraudulent, coercive, collusive or obstructive practices in competing for or in executing the Contract;
- e. if the Service Provider does not maintain a Performance Security in accordance with Clause 19
- f. if the Service Provider refuses to improve performance after the issuance of three (3) written warnings for unacceptable performance
- g. Notwithstanding the above, the Employer shall have the right to terminate the Contract for convenience.

15 Termination by the Service Provider

The Service Provider may terminate this Contract, by not less than **28 days'** written notice to the Employer, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of this Clause:

- a. if the Employer fails to pay any monies due to the Service Provider pursuant to this Contract and not subject to dispute pursuant to Clause 12 within [insert *number*] days after receiving written notice from the Service Provider that such payment is overdue; or
- b. if, as the result of Force Majeure, the Service Providers are unable to perform a material portion of the Services for a period of not less than [insert *number*] days.

16 Payment upon Termination

Upon termination of this Contract pursuant to Clause 14 or 16.2, the Employer shall make the following payments to the Service Provider:

- a. remuneration for Services satisfactorily performed prior to the effective date of termination; except in the case of termination pursuant to paragraphs (a), (b), (d), (e), (f) of **Clause 14.1**,
- b. reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel.

17 Protection of the Environment

The Service Provider shall take all reasonable steps to protect the environment and to limit damage and nuisance to people and property resulting from pollution, noise and other results of his operations.

18 Health and Safety

The Service Provider shall at all times take all reasonable precautions to maintain the health and safety of his personnel.

19 Performance Security

The Service Provider shall provide the Performance Security to the Employer no later than the date specified in the Letter of Acceptance.

20 Amicable Settlement

The Parties shall seek to resolve any dispute amicably by mutual consultation.

21 Dispute Resolution

In the event of any dispute arising out of or in relation to this Contract, both Parties agree in good faith to amicably and speedily resolve the dispute. If the dispute is not resolved at this stage within three (3) days, either Party shall refer the dispute for arbitration under the Alternative Dispute Resolution Act, 2010 (Act 798) and in accordance with the existing Rules of the Ghana Arbitration Centre which Rules are deemed to be incorporated by reference to this Clause.

Arbitration shall be conducted by one arbitrator who has been selected in accordance with the Rules. The seat of arbitration shall be Accra; Ghana and the language of the arbitration shall be the English Language.

The Parties agree that the above arbitration shall be the sole and exclusive method of resolving disputes and that the arbitration award shall be final and conclusively binding upon the Parties.

**SIGNED FOR AND ON BEHALF
OF THE EMPLOYER:**

.....
Signature

(Name).....
[Authorized Representative]

IN THE PRESENCE OF

.....
Signature

(Name).....
(Occupation).....
(Address).....

**SIGNED FOR AND ON BEHALF
OF THE SERVICE PROVIDER:**

.....
Signature

(Name).....
[Authorized Representative]

IN THE PRESENCE OF

.....
Signature

(Name).....
(Occupation).....
(Address).....

SECTION V: TENDER FORMS (LOT 1, 2, 3,)

Service Provider's Form of Tender

Date:..

To: _____
Address _____

We offer to execute the **Provision of Waste Management and Sanitation Services for Bank of Ghana Offices and Residences(Lot 1, 2, 3,)** in accordance with the Conditions of Contract accompanying this Tender for the Contract Price of [GH¢-----], [amount in words].

The Contract shall be paid in the following currencies: Ghana Cedis.

This Tender and your written acceptance of it shall constitute a binding Contract between us.

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

We hereby confirm that this Tender complies with the Tender validity required by the Tendering Documents.

Authorized Signature:

Name and Title of Signatory:

Name of Tenderer:

Address:

Qualification Information Form

[To establish qualifications to perform the contract the Tenderer shall provide information requested in form below]

1. Individual Tenderers or Individual Members of Joint Ventures

1.1 Eligibility

Constitution or legal status of Tenderer: [attach *copy*] Place of registration: [insert]

Principal place of business: [insert]

Registration/ Certificate of Incorporation [attach]

Current Business License [attach]

Conflict of Interest – No conflict of interest in accordance with ITT 3.6 [should be declared in the Service Provider's Form of Tender]

1.2 Experience

Services performed as Service Provider on the services of a similar nature and volume over the last three (3) years.

S/No.	Project Name and Country	Name of Employer and full address	Service Provider Participation	Type of Services Performed	Year	Value of Contract
1.						
2.						
3.						
4.						

Experience as Service Provider in at least a number of five (5) Contracts for the past three (3) years, that have been successfully and substantially completed and that are similar to the proposed services. Also list details of services under way or committed, including expected completion dates.

2.	S/No.	3.Name of Contract	4.Employer's Outstanding Services Contact Address, [Current GHS Tel, Fax Equivalent]	Estimated Completion Date	Average Monthly Invoicing Over Last Six Months [GHS/month]
1.					
2.					
3.					
4.					

1.3 Equipment and Plants

Major items of Service Provider's Equipment proposed for carrying out the services.
List all information requested below

S/No.	Item of equipment	Description, make, and age (years)
1.		
2.		
3.		
n-1		
n		

1.4 Personnel

Qualifications and experience of key personnel proposed for administration and execution of the Contract. (CVs of all key Supervisors)

S/No.	Position [PE to list required key personnel]	Name	Years of Experience (General Experience) [PE to list required Years of Experience]	Years of experience in proposed position [PE to list Years of Experience]
1.				
2.				
3.				
n-1				
n				

1.5 Average Annual Services Turnover

Minimum average annual services turnover calculated as total certified payments received for contracts in progress and/or completed within the last [PE to insert number] years, divided by [PE to insert number] years.

Year

Year 1

Year 2

Year 3

1.6 Financial Situation and Performance

Financial reports for the past five (5) years. Balance sheets, profit and loss statements, auditors' reports, etc.

1.7 Financial Capability

The Tenderer shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the services cash flow requirements for the subject contract(s) net of the Tenderer other commitments

1.8 Tenderers Contact Information

Name, address, and telephone, telex, and facsimile numbers of banks that may provide references if contracted by the Employer.

1.10 Litigation History

Information on current litigation in which the Tenderer is involved.

S/No.	Other party(ies)	Cause of dispute	Amount involved
1.			
2.			

1.11 Occupation Health and Safety Policy

Information regarding Occupation Health and Safety Policy and Safety Record of the Tenderer

1.12 Proposed Service Programme

Proposed Program (service method and schedule). Descriptions, drawings, and charts, as necessary, to comply with the requirements of the tendering documents.

2. Joint Ventures

- 2.1 The information listed in 1.1 – 1.11 above shall be provided for each partner of the joint venture.
- 2.2 The information in 1.11 & 1.12 above shall be provided for the joint venture.

[on letterhead of the Employer]

[Date]

Letter of Acceptance

To: *[name and address of the Service provider]*

This is to notify you that your Tender dated *[date]* for execution of the *[name of the Contract and identification number, as given in the Special Conditions of Contract]* for the Contract Price of the equivalent of *[amount in numbers and words]* *[name of currency]*, as corrected and modified in accordance with the Instructions to Tenderers is hereby accepted by us.

You are hereby instructed to proceed with the execution of the said Contract for the provision of Services in accordance with the Contract documents.

Please return the attached Contract dully signed

Authorized Signature:

Name and Title of Signatory:

Name of Agency:

Attachment: Contract

SECTION VI: SECURITY FORMS

Tender Securing Declaration Form

[The Tenderer shall fill in this Form in accordance with the instructions indicated]

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

Tender No.: *[insert **number of tendering process**]*

Alternative No.: *[insert **identification No** if this is a Tender for an alternative]*

To: *[insert **complete name of Procuring Entity**]*

We, the undersigned, declare that:

We understand that, according to your conditions, tenders must be supported by a Tender-Securing Declaration.

We accept that we will automatically be suspended from being eligible for tendering in any contract with the Procuring Entity for the period of time as determined by the Authority if we are in breach of our obligation(s) under the tender conditions, because we:

- (a) have withdrawn our Tender during the period of Tender validity specified in the Service Provider's Form of Tender;
- (b) does not accept the correction of errors in accordance with the Instructions to Tenderers (hereinafter "the ITT") of the IFT
- (c) having been notified of the acceptance of our Tender by the Procuring Entity during the period of Tender validity, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the ITT.

We understand this Tender Securing Declaration shall expire if we are not the successful Tenderer, upon the earlier of (i) our receipt of your notification to us of the name of the successful Tenderer; or (ii) twenty-eight (28) days after the expiration of our Tender.

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

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

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

Dated on day of _____
Corporate Seal (where appropriate)

*[insert **date of signing**]*

[Note: In case of a Joint Venture, the Tender Securing Declaration must be in the name of all partners to the Joint Venture that submits the tender]

Performance Bank Guarantee [Unconditional] Form

The Unconditional (or "On-Demand") Bank Guarantee has the merit of simplicity and of being universally known and accepted by commercial banks.

To: [name and address of Procuring Entity]

Whereas [name and address of Service Provider] (hereinafter called "the Service Provider") has undertaken, in pursuance of Contract No. [number] dated [date] to execute [name of Contract and brief description of Services] (hereinafter called "the Contract");

And whereas it has been stipulated by you in the said Contract that the Service Provider shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

And whereas we have agreed to give the Service Provider such a Bank Guarantee;

Now therefore we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Service Provider, up to a total of [amount of Guarantee] [amount in words], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of [amount of Guarantee] 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 your demanding the said debt from the Service Provider 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 Services to be performed there under or of any of the Contract documents which may be made between you and the Service Provider 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 be valid until a date 28 days from the date of issue of the Certificate of Completion.

Signature and seal of the Guarantor

Name of Bank

Address

Date